PUNJAB & SIND BANK

REQUEST FOR PROPOSAL

FOR

Application Software for Digitalization & Automation of Bank's NPA and Recovery Management Solution

BID NO: GeM/2026/B/7102851 **Dated: 12.01.2026**

Head Office Law & Recovery Department
Corporate Office, Plate B,
NBCC Office Block 3,
East Kidwai Nagar
NewDelhi-110023

DISCLAIMER

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

This RFP Document is not an agreement and is not an offer or invitation by the Bank Representatives to any party other than the entities who are qualified to submit their Proposal (Bidders). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for the Bank Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document.

The Bank and its employees make no representation and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Bidderis expected to examine all instructions, forms, terms and specifications in the bidding Document. Failure to furnish all information required by the bidding Document or to submit a Bid not substantially responsive to the bidding Document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

The Bank Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

Following terms are used in the document interchangeably to mean:
1. Recipient, Respondent, Bidder means the respondent to the RFP document.
2. RFP means the Request for Proposal document.
3. Proposal, Bid means "Response to the RFP Document".
4. Tender means RFP response documents prepared by the Bidder and submitted.
5. Vendor means the successful bidder.
6. CBS means Core Banking Solution implemented in the Bank.
7. DC means Data Centre located at Mumbai.
8. DR means Disaster Recovery Site located at Noida.
9. Purchaser/Bank/PSB means Punjab & Sind Bank.
10. Hash submission means last date and time for online bid submission (both Technical & Commercial).

Contents

Key Information

Particulars	Details
RFP Number and Date	**PSB/HOLR/RFP/1/2025-26 dated 12.01.2026**
Tender Title	Request for proposal for selection of vendor(s) for providing Application Software for Digitalization & Automation of Bank's NPA and Recovery Management Solution
Tender document / Participation Fee (Non Refundable)*	Rs.25,000 + 18% GST (Non-refundable) should be submitted online only in favor of Punjab & Sind Bank before last date of bid submission in the following account: IFSC Code: PSIB0009001 Bank: Punjab & Sind Bank, Account No. 90015040070003 (14 digits) Account Name. NEFT INWARD STP PARKING AC (GST No. 07AAACP1206G3ZX) Proof of NEFT to be submitted at the time of physical bid submission.
Date of Publishing the tender	12.01.2026
Bid validity	180 days from the date of opening of the technical bid.
Performance Bank Guarantee (N)	It will be 5% of total project cost
Date of Publishing the tender on Bank's Website	12.01.2026
Last Date for submission of Pre-Bid Query	20.01.2026 at 04:00 PM Pre bid queries should be submitted as per Appendix-K in MS-excel format. a) Queries must be mailed to (ho.lr@psb.bank.in & ho.tp@psb.bank.in) only quoting tender reference number in the subject. Subject of the email should be given as "Pre-Bid Queries for <tender number> dated <tender date>". Queries reaching afterwards will not be entertained.
Date and Time for Pre-Bid Meeting	27.01.2026 at 04:00 PM Pre-Bid meeting will be held Online/Offline, and participants are requested to attend the meeting Online / Offline. Those who are interested in participating the Pre-bid meeting should share the participant details to (ho.lr@psb.bank.in & ho.tp@psb.bank.in) Upon perusal of the same, the link / meeting id / details will be shared to the participants to participate in the virtual / physical meeting.

Particulars	Details
Last Date and Time for submission of Bids	05.02.2026 at 04:00 PM
Date and Time of Opening of Technical Bids	05.02.2026 at 05:00 PM
Date and Time of online opening of Commercial Bids	To be notified later to the qualifying bidders only.
Place of Opening of Bids	Corporate Office, Punjab & Sind Bank, Block 3, NBCC complex, East Kidwai Nagar, New Delhi -110023
Contact Persons for any clarifications/ Submission of Bids	• Mr Prem Shankar Singh (DGM) +91-9801435681 (premshankarsingh@psb.bank.in) • Mr. Rahul Azad (CM) +91-9815125867 (rahul.azad@psb.bank.in) • Mr Nitin Yadav (Manager) +91-9877795637 (nitin.yadav3@psb.bank.in) • Mr Ravi Kumar (Manager) +91-9478359522 (ravi.kumar11@psb.bank.in)
Other Details	1. Subsequent changes made based on the suggestions and clarifications as per pre-bid meeting shall be deemed to be part of the RFP document. 2. No suggestions or queries shall be entertained after pre-bid meeting. 3. This document may be downloaded from following website: GeM Portal (https://gem.gov.in/) and Bank's website (https://punjabandsind.bank.in/). Any amendments, modifications, pre-bid replies, clarifications or any communication etc. will be uploaded on the GeM Portal (https://gem.gov.in/) and the Bank's website (https://punjabandsind.bank.in/). In this regard, no individual communication will be sent to any bidders.
EMD (Bid Security)*	Rs. 0.80 Crore (Eighty Lacs Only)

Information for Online Participating through GEM portal

The tender document is uploaded/released on GeM Portal (https://gem.gov.in/). Tender documents and supporting documents may be downloaded from same link. This Tender will also follow e-Tendering process which will be conducted at GeM Portal only.

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 & Indicative Commercial Bid by the Bidder.

4. Opening of Commercial Bid by the Bank.

5. Announcement of results, if any.

Particulars	Details
The tender document and supporting documents may also be downloaded from the Bank's official website (https://punjabandsind.bank.in)	

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

Note:

1. If any of the dates given above happens to be Holiday in Banks in Delhi, the related activity shall be undertaken on the next working day at the same time.
2. All Claims made by the Bidder will have to be backed by documentary evidence.
3. Bidders should submit bids well before the deadline rather than waiting for the last moment to avoid any technical glitches or networking issues etc. at their end.
4. Bidders are requested to use a reliable internet connection (data cable / broadband) to safeguard themselves. The bank is not responsible for telephone line glitch, internet response issues, hardware hangs etc. at bidder's end while doing any activity w.r.t this RFP.
5. 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.
6. In the event of any discrepancies or mismatch in content published at various platform in reference with this tender, the information/content specified in the RFP Document shall be deemed as final.

ABBREVIATIONS

Bank	Punjab & Sind Bank
BO	Branch Office
ZO	Zonal Office
FGMO	Field General Manager Office
HO	Head Office
AMC	Annual Maintenance Contract
AML	Anti-Money Laundering
API	Application Programming Interface
ATM	Automated Teller Machine
ATS	Annual Technical Support
BCP	Business Continuity Planning
CB	Commercial Bid
CBS	Core Banking Solution
CIMS	Centralized Information Management System

CPU	Central Processing Unit
CVC	Central Vigilance Commission
DC	Data Centre
DIC	District Industries Centre
DIPP	Department of Industrial Policy and Promotion
DMZ/MZ	Demilitarized Zone/Militarized Zone
DR	Disaster Recovery
DRC	Disaster Recovery Centre
EMD	Earnest Money Deposit
GDPR	General Data Protection Regulation
GeM	Government e-Market Place
GFR	General Financial Rules
GST	Good & Service Tax
HO	Head Office
IDC	Internet Data Centre
IEM	Independent External Monitor
ISDN	Integrated Services Digital Network
KVIC	Khadi and Village Industries Commission
KYC	Know Your Customer
LLP	Limited Liability Partnership
LOI	Letter of Intent
MSE	Micro & Small Enterprises
MAF	Manufacture's Authorized Form
MRA	Minimum Recoverable Amount
NDA	Non-disclosure Agreement
NSIC	National Small Industries Commission
NPV	Net Present Value
NPRV	Net Present Realizable Value
OEM	Original Equipment Manufacturer
OSD	Original Software Developer
OTP	One Time Password
PBT	Profit Before Tax
PII	Personally Identifiable Information
PIM	Preliminary Information Memorandum
PM	Preventive Maintenance
PO	Purchase Order
PP-LC	Purchase Preference linked with Local Content
RF	Radio Frequency
RFP	Request For Proposal
SFMS	Structured Financial Messaging System
SI	System Integrator
SIT	System Integration Team

SLA	Service Level Agreement
SoW	Scope of Work
SRS	Software Requirement Specification
TAT	Turn Around Time
TB	Technical Bid
TCO	Total Cost of Ownership
TDS	Tax Deducted at Source
UAT	User Acceptance Testing
UDIN	Unique Document Identification Number
VAPT	Vulnerability Assessment and Penetration Testing
VSAT	Very Small Aperture Terminal
WAN	Wide Area Network

1. INTRODUCTION:

❖ Punjab & Sind Bank having Head office 21, Rajendra palace, New Delhi, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980, one of the nationalized banks of India, has a national presence through a widespread network of 1610 branches all networked under Centralized Banking Solution. It also has a network of 1041 ATMs spread across the country including onsite and offsite ATMs. With more than 117 years of customer services, the Bank has a large, satisfied clientele throughout the country. For enhancing operational efficiency levels and effective management of bad assets, the Bank has been implementing various IT enabled products.

❖ The Bank intends to float the tender for providing Application Software for Digitalization & Automation of Bank's NPA and Recovery Management Solution based on the requirements, specifications, terms and conditions laid down in this tender and its Annexes.

This tender consists of four parts.
- **Chapter-I   Scope of Work**
- **Chapter-II Instruction to Bidders**
- **Chapter-III Terms & Conditions**
- **Chapter-IV Legal & Contractual**

The bidder has to quote the prices as per Commercial Bid (Annexure-XII).

❖ This request for proposal document ('RFP document' or RFP) has been prepared solely for the purpose of enabling Punjab & Sind Bank (hereinafter referred to as the 'BANK') for selection of vendor(s) for providing Application Software for Digitalization & Automation of Bank's NPA and Recovery Management Solution .

❖ 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/s.

2.   PURPOSE OF THE PROJECT:

Bank (now referred as PSB or Bank), through this tender has outlined its vision for selection of Successful Bidder for Setting up & maintenance of Comprehensive Application Software for the digitalization/automation of all recovery actions under one platform.

Need for Comprehensive Application Software:
- To have end-to-end processing of all major recovery actions i.e. Suit filing, Recovery actions under SARFAESI Act, Insolvency and Bankruptcy Code (IBC), outsourcing agencies, Valuation in NPA accounts, etc. at one place to facilitate effective monitoring of recovery actions in NPA Accounts.
- By bringing all recovery actions on one platform, comprehensive quantitative analysis can be done to maximize recovery in targeted NPA Accounts.
- Turnaround time of recovery actions can be optimized through a single platform.
- App/web based data Updating / Monitoring of DRT Cases and SARFAESI Actions.
- Comprehensive automation of processes/steps involved in legal cases. Extracting data/information from external portals/websites as well as internal portals of the Bank to generate qualitative and quantitative MIS to support recovery decisions.

Punjab & Sind Bank invites sealed tenders from technically and commercially competitive Vendors or Bidders for Application Software for Digitalization & Automation of Bank's NPA and Recovery Management Solution. The vendor or Bidder should be a well-qualified to implement and manage the Solution.

The bidder shall be responsible for providing, implementation & maintenance of the solution throughout the contract period. Bank during the period of the contract, based on its technical and functional requirements can add additional third-party applications and interfaces.

Punjab & Sind Bank invites bids (Technical bid and Commercial bid) from eligible bidders for Comprehensive Application Software for the digitalization/automation of all recovery actions through one platform. **This invitation of Bids is open to all Vendors of the solution/app offered or its authorized representative in India having IP Rights of the customization, provided bidder fulfill the Eligibility Criteria as mentioned in bid document (Annexure-III). Joint bid will not be accepted by Bank.**

Please note that any deviations mentioned in the bid will not be considered and evaluated by the Bank. Bank reserves the right to reject the bid, if bid is not submitted in proper format as per RFP.

Chapter: I - BROAD SCOPE OF WORK

The main objective of this project is to provide a Comprehensive Application Software for the digitalization/automation of all recovery actions through one platform. AI shall be integral part of **Software** as per existing norms of bank in all module as specify below.

Product / Solution proposed by the Bidder should provide a Web-based and Mobile Application based program for the below mentioned functionalities and requirements for Bank Staff.

The Application Software shall function only as a facilitative tool. All statutory decisions, legal opinions, strategy, approvals and actions shall be taken solely by authorised officers of the Bank. The Vendor shall not design or implement any feature that substitutes or overrides human discretion in legal or quasi-judicial matters.

The Application Software envisaged under this Chapter is intended solely as a process facilitation, tracking, documentation and monitoring tool.

It is expressly clarified that:

    (a) the Application Software shall not take, recommend, auto-execute or enforce any statutory, legal or quasi-judicial decision;

    (b) all actions under SARFAESI Act, IBC, RDDBFI Act, OTS policies or any other law shall be initiated only upon conscious approval by authorised officers of the Bank; and

    (c) the Software shall not override, curtail or bypass any statutory right, notice period, representation, hearing, moratorium or judicial safeguard.

(Application Software containing below modules):
1. **OTS**
2. **SARFAESI**
3. **ARC**
4. **IBC**
5. **Suit Filing**
6. **Lok Adalat**
7. **Wilful Defaulter**
8. **Valuation in NPA Accounts**
9. **Insurance of securities in NPA accounts**
10. **Outsourcing Agencies**
11. **Gold Loan**
12. **Recovery Agency/Agents**
13. **Potential Assessment of Recoverable NPA Accounts**
14. **Monitoring & Review**
15. **General Terms / Provision for all Modules**

1. **OTS Workflow Process**

1.1   Online end-to-end, step-wise processing of One Time Settlement proposals as per Bank guidelines under General OTS policy and different special OTS Schemes of the Bank.

1.2   Auto fetch/input all the information that is required for processing of proposal as the format will be provide by bank. Creation of OTS proposals shall be customer-wise as well as account-wise to exclude/include specific accounts as per guidelines of specific settlement schemes of the Bank (Chapter-1 or Chapter-2 of Bank's Policy or any other Special OTS Scheme).

1.3   Intimation letter / offer letter for OTS under special OTS Schemes must be communicated through multiple mode of communication i.e. Mail / Message / WhatsApp / India Post by backend and POD has to be uploaded on portal for further tracking through API of India Post.

1.4   Payment Link to be generated for payment of upfront amount for OTS proposals as well as remaining OTS amount if OTS is accepted by the borrower.

1.5 Under General OTS policy the Notional Dues /Net Present Value of security (NPV)/ Minimum Recoverable Amount (MRA)/Benchmark Amount shall be auto calculated account-wise and will be shown as customer-wise.

1.6 Auto Calculation of Notional Waiver / Actual Waiver / Concession / Rebate has to be done as per Bank's policy.

1.7 Provision for auto fetching/entering multiple valuations in the Security Details Tab of the proposal and validations for such valuations to be configured as per Bank Guidelines.

1.8 Fetching recovery details from NPA Date till last completed quarter /settlement application date from CBS and will be shown in the Notional Dues/MRA calculation after manual filtering of those CBS transactions which are not required for Notional Dues/MRA calculation.

1.9 Incorporation of various validations as per Bank's guidelines/ Policies required for processing of OTS Cases under General Settlement and Special OTS Schemes.

1.10 Determination of Sanctioning Authorities /Declining Authority / Authority to extend the repayment plan of Settlement Proposals under General OTS Scheme and Special OTS Schemes, automatically by the Software based on pre-defined parameters / validations and data / information entered by the users.

1.11 SMS / Email intimation to Borrower on approval/ rejection/ cancellation/ extension of OTS Proposal.

1.12 Configuration of Escalation Matrix for tracking/ processing/ approval of OTS proposals. SMS and Email reminders to concerned field functionaries/Higher Authorities for pending OTS proposals.

1.13 Creation/approval of OTS proposals shall be at the Branches/ZO/FGMO/HO Levels or any other level as decided by the Bank.

1.14 Auto push to feed details in OTSTWO menu in Finacle after approval of OTS proposal.

1.15 Auto Generation of required Performa / Process Notes / Formats and Sanction Letters of approved/ rejected/ extended Settlement proposals and uploading of required supporting documents at various level.

1.16 Automatic tracking of settlement proposals by fetching credits in borrower's account from CBS and marking approved proposals as failed / success through Application Software. Separate tab to be configured for this functionality.

1.17 Provision in the OTS Module for re-settlement of cases marked as failed in the module and customization of various reports accordingly. Capturing details of earlier approved / failed proposals in the front end processing of re-settled proposals as well as in its processing sheets / Notes.

1.18 Separate tab for extension of repayment period of approved Settlement proposals as per Bank's Guidelines. Configuration of powers for such extension proposals. Generation of Process Notes of extension proposals from the Application Software.

1.19 Separate tab to track stage-wise processing of OTS proposals.

1.20 Payment reminders to Customers / Bank along with payment link to the customer through Email/SMS as per repayment schedule of approved settlement proposals.

1.21 No Dues certificate generation from the Module post closure of account and intimate to borrower through various communication mode

1.22 For Head Office level OTS Cases, the Office Note of Settlement Proposals shall be processed / maintained separately in the application software and features of word software like insertion of tables, text formatting etc. to be provided for addition / modifications in the existing Office Note sent by the field functionaries. Access of this H.O. Office Note will be with the users of H.O. Officials only. H.O. Level Comprehensive Notes shall be generated from OTS Module and for this customization of separate tab (not visible to field functionaries) need to be incorporated.

1.23 Separate tab /sub module required for Post facto scrutiny of OTS Proposals, to be configured as per Bank's Policy Guidelines.

1.24 Provision to create committees for OTS proposals as per the sanctioning authority and to add / remove members of OTS approving committees/resolution details/committee meeting date and allow access to committee members for approval/view of OTS cases through system or push data

to bank internal portal for committee approval.

1.25 Separate Dashboard of OTS Module having different sections of proposals created today / total proposals created / pending proposals / failed proposals / rejected proposals / approved proposals and office wise status also with drill down approach.

1.26 Configuration of validations / functionalities required for OTS Cases as per requirements of current EASE Agenda and future EASE Agenda also.

1.27 Terms and Conditions of OTS Cases to be configured in the Module will be customizable as per Bank's requirement. Separate database of Terms and Conditions, MCLR and Declarations to be maintained so that customization from the front end for inclusion/exclusion of any parameter can be done easily by the administrator.

1.28 While processing OTS Proposals, maximum data to be fetched from CBS and other modules of Application Software to minimize manual data entry from users.

1.29 **Tab to know Notional Dues / MRA / NPV / Benchmark amount (auto calculate) from the OTS Dashboard itself for any eligible NPA Account under each settlement scheme with entry of minimal details.**

1.30 **All financial calculations including NPV, MRA, waiver, rebate or concession generated by the Application Software shall be indicative only and subject to verification and approval by the competent authority as per Bank's OTS policy and RBI guidelines.**

1.31 Separate tab for modification in approved OTS cases as per Bank Guidelines.

1.32 **Auto Marking "DON'T UPGRADE Y" in TIPS2 Menu of CBS immediately after sanction of OTS in the application software.**

1.33 **Preparation of eOTS STP journey, link with the NPA Management solution. Borrower shall apply OTS through website/app and complete the process. Auto generate process note/sanction letter and approval/rejection to be intimated to borrower on real time basis. OTS amount shall also be received through online mode. Provision to be created for offline payment also. eOTS STP journey process shall be implemented as per the approved bank guidelines.**

1.34 Auto Calculation of interest recoverable from borrower over and above OTS sanction amount where repayment period is more than 90 days and restructure flag to be enabled in CBS as per RBI guidelines in force on the date of such action.

1.35 Provision to capture information about release of security in accounts after sanction of OTS.

1.36 Provision to capture and maintain history of pervious failed/declined OTS of a borrower and the same to be included in various process notes.

1.37 Provision to generate clawback/rebate entry in CBS automatically by the application.

1.38 The members of the Settlement Committee shall be incorporated into the module, enabling them to approve the One-Time Settlement (OTS) proposals. Subsequently, the Competent Authority will sanction the proposal following the concurrence of the Settlement Committee. This initiative will supersede the current manual processing note system.

1.39 Sanction letter communicate to borrower/guarantor/legal heirs through several mode of communication.

1.40 Sanction letters, rejection communications or extension approvals generated through the Application Software shall be issued **only after explicit approval** by the competent authority and shall not be auto-dispatched without such approval.

1.41 Generation of all illustrative MIS Reports related to OTS Module to be configured. Some of the Major reports are mentioned as under:
   (a)   Consolidated master report of settled cases.
   (b)   There should be detail of compromise settlements cases where time for payment of settlement

amount exceeded three months and not marked as restructured.

(c) Reports should be readily available regarding recovery percentages in OTS accounts with respect to the security value and recovery efforts made in those cases.

(d) Zonal Office wise pending OTS Cases report.

(e) Report of approved OTS cases with filters of Amount, due date wise, Office Location wise and sanctioning authority wise.

(f) Quarterly Statement as per RBI Tranche requirements.

(g) Report of failed OTS Cases.

(h) Reports of OTS sanction through STP journey.

(i) Sanction letter of approved cases.

(j) ZO wise OTS Progress Report.

(k) Report on OTS Cases approved with deviation.

(l) Other MIS Reports related to OTS Cases shall be configured as per format provided by the Bank.

(m) Report of decline OTS Cases.

(n) Amount recovered in OTS Cases.

(o) Cases where Consent Term filed after OTS sanction.

(p) OTS sanction where property value deplete and based on CADS recommendation.

(q) Security release in OTS sanction case

2. **SARFAESI Workflow Process**
Requirements:

- Automated system to identify SARFAESI eligible accounts and reflect on dashboard of user.

- Multiple users at different levels viz. Branches / ZO / FGMO / HO.

- Separate dashboard should be there to summarize the number of eligible Accounts, 13(2) Notices issued, Representation received from Borrower u/s 13(3A) , Replies to the representation/ objections etc., Symbolic Possession taken, Physical Possession taken, DM/CMM Application filed, DM/CMM Permission received, pendency in every aspect etc.

- Different types of Reports and Notes as per the templates provided.

- Provision to Auto fetch latest updated valuations from CBS & upload relevant documents viz., SARFAESI Notices, Agreements, Paper Publication Copies, SA Copies, Court Orders etc.

- Auto Generation of different SARFAESI Notices viz., Notice u/s 13(2), 13(4), Sale Notice etc. from the application and facility to sign all notices/documents digitally should be there.

- Auto tracking of notices sent through registered Post (India Post or any other such service) and maintain proof of delivery so generated.

- Integration with BAANKNET Portal to capture e-auction details of listed properties.

- Capture details of stay granted by DRT/High court against SARFAESI Action, after marking Court stay, whole further process shall be frozen automatically. Further all details regarding court stay, appeal, case number, advocate appointment etc. shall be captured. Thereafter provision to auto-capture detail of cases through API till the final order of the case. Provision to capture copy of final verdict of court along with detail whether the order is against the bank or in favor of bank and separate tab shall be developed accordingly.

- Provision to capture detail of SAs filed by borrower/guarantor against bank. Further all details regarding case number, advocate appointment etc. shall be captured. Thereafter provision to auto-capture detail of cases through API till the final order of the case. Provision to capture copy of final verdict of court along with detail whether the order is against the bank or in favor of bank and separate tab shall be developed accordingly. If order is against the bank, then

appeal details also to be captured.

- Provision to capture details cases filed for initiation of CIRP/PIRP against/by company/ individual and moratorium granted against coercive action / SARFAESI action. After marking of moratorium, entire process shall be frozen automatically. Further all details regarding case number, advocate, IRP appointment shall be auto captured.
- Link Authorized officer to different branches by ZO Checker user and allocate branches may change by ZO users.
- Auto capture valuation details from CBS and uploading fresh valuation report and their content.

Process Flow:

Stage-1 (Demand Notice):

2.1   Alert system in eligible NPA accounts at dashboard of module.

2.2   Auto fetch all require details such as property details, borrower/guarantor details from LOS/CBS, whichever available. Generate Property id for each mortgage property. Link property id with multiple accounts and generate SARFAESI notices on property basis not account basis.

2.3   Generate Editable Notice u/s 13(2) as per the prescribed format immediately after account becoming NPA (in maker's ID of branch and forward to authorized officer) and capture information about SARFAESI action initiated by Lead bank/member bank on behalf of consortium

2.4   Option to sign notices digitally by the authorized officer of that property and approved notice should be downloaded in printable format. After issuance of notice, vendor uploads Postal receipt and its real-time tracking through API of India Post should be available.

2.5   All notices such as 13(2) and 13(4) shall be dispatch centrally by vendor and also send to borrower/guarantor through other mode of communication such as Email, SMS, Whatsapp etc.

2.6   Daily Alerts should be sent to the concerned office if notice u/s 13(2) is not issued within 7 days of account becoming NPA until the Postal Receipt is uploaded.

2.7   Auto Capture date of posting, details of Postal Receipt and date of Acknowledgment Card or its return un-served.

2.8   If not served, auto alert system based on service input and generate alert for issuing paper publication within 7 days.

2.9   Generate combined Paper Publication format as per templates provided.

2.10 Capture details of paper publication such as date of publication, newspaper edition, newspaper cuttings, vendor details and cost of paper publication.

2.11 Auto alert in Mobile App as well as in the portal about service completion.

2.12 If not completed within 7 days, daily service alerts to HO / ZO with a reminder to the concerned Branch until service completion.

2.13 Upload representation or objection received from the borrower/guarantors under Section 13(3A) upon receipt of Notice Issued u/s 13(2) by the Branch.

2.14 Capture the details of representations/ objections such as date of receipt, objections raised by whom etc.

2.15 Create daily alert system for ensuring sending reply of representations/ objections within 15 days.

2.16 Template based forwarding communication by the Branch on the representation along with its comments to concerned legal official for drafting.

2.17 Branch to forward the approved and finalized draft to its AO (Authorized Official) and upload the same after capturing necessary details like Date of reply by branch etc.

2.18 If reply not sent within 15 days, auto generated instructions to Branch to issue reply to the representations/ objections through Authorised Officer, recall Demand Notice and thereafter instruction to issue fresh Demand Notice after rectifying the objections raised by the borrower/

mortgagor.

2.19 History of previous notices issued along with reasons for re-issuance and all the actions should be maintained so that report can be extracted in anytime in future.

2.20 In such case, alert system for issuance of Demand Notice shall continue.

Stage-2 (Symbolic Possession):

2.21 List of property wise data – Where more than one property in one account, it shall make separate property wise and account wise information**.** Possession shall be property-wise instead of customer-wise.

2.22 Creating alert system for possession from the date of service completion. (service completion based on the input parameters and commences from whichever is later) On completion of 60 days from the date of delivery of demand notice, to send auto generated alerts/messages to mobile app/e- mail for taking the symbolic possession of the property.

2.23 Generate editable property wise Possession Notice.

2.24 If possession not taken, sending daily alerts to Branch / ZO.

2.25 If possession not taken within 1 month, alerts to Head Office.

2.26 Branch to finalize the Possession Notice and send it to Authorized officer (AO) for signing and sending.

2.27 Authorised Officer to download the printable possession notice and complete the process of possession along with Branch head/officials.

2.28 Enable taking photograph and video of pasting possession notice through the Mobile App and upload the same in the portal.

2.29 Issuance of Possession notice digitally signed by Authorized Officer through the Registered post by backend to all borrower/s and Guarantors and it's real-time tracking through API of India Post website.

2.30 Creating daily alerts for paper publication within 7 days from the date of possession.

2.31 Generating combined paper publication of possession notice based on templates provided.

2.32 Capture/Upload Possession Notice, Postal Receipts, Photographs and Paper publication in the portal.

2.33 Closure of Possession and paper publication alerts on uploading possession notice and paper publication respectively.

2.34 Capture details of expenditure on paper publication.

2.35 Capture recovery made after issuance of Possession Notice from CBS.

2.36 Capture recovery made after issuance of Demand Notice from CBS.

Stage-3 (Physical Possession):

2.37 Generate Application to be filed before DM/ CMM for taking physical possession u/s 14 of SARFAESI Act.

2.38 Entrustment of Recovery Agent / Advocate/Enforcement agency for getting and executing orders u/s 14, wherever required. Based on delegation authority, appropriate process flow to be provided.

2.39 On filing, concerned office to upload copy of DM/CMM application and provide details such as date of filing application, name of the authority with whom the application is filed and place of DM / CMM.

2.40 Concerned branch office has to provide periodical update on development of DM/CMM application.

2.41 Systems to provide periodical pending status like, age wise pending list, place wise/authority wise.

2.42 System to provide monthly alerts to Branch / ZO / HO wherever eligible and application not filed.

2.43 Capture expenditure incurred in applying, executing orders, insurance and cost towards arranging security.

2.44 Appointment of security guard (if required) and generate internal note for approval.

2.45 Concerned Office to upload copy of DM/CMM Order and capture details like date of Order, execution of DM/CMM order, date of physical possession.

2.46 Auto generation of draft communication for insurance and providing security wherever physical possession taken by the Concerned Office.

2.47 Enable taking photograph and video at the time of physical possession through the Mobile App/portal and upload the same in the portal Capture/upload inventory/Panchnama, further the same will be served to mortgagor/borrower through various mode of communication.

2.48 Auto Capture recovery made after taking Physical Possession from CBS.

Stage-4 (Reserve Price Fixation Process):

2.49 Generate template based Process Note for fixation or reduction of Reserve Price from Branch to Zonal Office/FGMO/HO and capture information and generate process note for refixation of MRP

2.50 Creation of committee / addition or removal of members from committee for fixation of Reserve Price for their approval.

2.51 Provide daily alerts to sanctioning authority if fixation of reserve price is pending beyond 15 days without raising query.

Stage-5 (Redemption Notice Stage):

2.52 List the eligible properties for issuance of redemption notice (Symbolic & Physical Possession).

2.53 Monthly statement on pending issuance of redemption notice in eligible accounts to Branch / ZO / HO

2.54 Generation of editable redemption notice format.

2.55 Branch / ZO to finalize the redemption notice format and forward to respective Authorised Officer.

2.56 Authorised Officer to approve the notice digitally and download the printable redemption notice format and issue duly signed redemption notice through Post / Email / Whatsapp by vendor.

2.57 Auto Capture date of posting, details of Postal Receipt and date of Acknowledgment Card or its return un-served.

2.58 If not served, auto alert system based on service input and search in India Post for issuing paper publication within 7 days.

2.59 Generate combined Paper Publication format as per templates provided. If notice not served.

2.60 Capture details of paper publication such as date of publication, newspaper edition, newspaper cuttings, vendor details and cost of paper publication.

Stage-6 (Sale Notice Stage):

2.61 List the eligible properties for issuance of sale notice (Symbolic & Physical Possession).

2.62 Monthly statement on pending issuance of Sale notice in eligible accounts to Branch/ZO / HO

2.63 Generation of editable Sale Notice format.

2.64 Branch / ZO to finalize the sale notice format and forward to respective Authorised Officer.

2.65 Option to sign digitally by authorized officer of that property and approved sale notice shall be downloaded in printable format. After issuance of sale notice, vendor upload Postal receipt and its real-time tracking through API of India Post should be available.

2.66 Sale notice shall be dispatch centrally by vendor and also send to borrower/guarantor through other mode of communication such as Email, SMS and Whatsapp.

2.67 Auto Capture date of posting, details of Postal Receipt and date of Acknowledgment Card or its return un-served.

2.68 Generate combined Paper Publication format as per templates provided.

2.69 Capture details of paper publication such as date of publication, newspaper edition, newspaper cuttings, vendor details and cost of paper publication

2.70 Capture Sale Notice pasting on the asset to be sold and take photo and video from the Mobile App.

2.71 Authorised Officer to upload the Sale Notice.

2.72 Capture Sale Notice pasting on the asset to be sold and take photo and video from the Mobile App.

2.73 Capture location & coordinates of the asset while pasting the sale notice.

2.74 Capture outcome of e auction such as details of properties sold and mark details in the Portal or capture reason if property not sold due to non-receipt any bid/stay/technical reason etc

2.75 Auto generation of the template of the communication for recovery of 25% of sale price to Authorised Officer.

2.76 Authorised Officer to confirm the receipt of 25% sale price.

2.77 Capture and generate/upload issuance of sale confirmation to successful bidder by Authorised Officer through different modes of communications.

2.78 Alert in sold properties on 10th and 15th day for reminding recovery of balance sale price.

2.79 Zones to enter status of balance sale price or extended date if any up to 3 months.

2.80 If time extended, periodical say 30th day, 60th day, 75th day, 80th day 85th day and 90th day alerts for receipt of balance sale price until receipt of full sale price.

2.81 Capture details of forfeiture, if any.

2.82 Capture second and subsequent sale notice in the above sequence from Point No. 2.49 onwards. However, different notice format to be used.

2.83 Upload Sale Certificate on receipt of full sale price.

2.84 Capture Sale process such as Bidder Details, amount received, date of Sale Certificate etc.

2.85 Capture recovery made after issuance of Sale Notice from CBS.

2.86 Capture reason for non-putting eligible property on e Auction.

Sale of Assets through Private Treaty:

2.87 Branch will upload request for Private Treaty.

2.88 Generation of Private Treaty Agreement as per the prescribed format after seeking permission from the concerned authority.

2.89 Uploading/fetching multiple valuation report as per requirement of policy.

2.90 Branch will upload Private Treaty Agreement after execution.

2.91 After receiving 25% recovery, capture details of Terms and Conditions of Private Treaty Agreement and recovery of the remaining sale price.

2.92 Validations related to Private treaty proposals to be configured as per Bank Guidelines.

2.93 Make tab and workflow for handling of compromise proposal with special conditions

    (a)   Payment of compromise sum by third party/purchaser of charged assets as part of ots

    (b)   Redemption of the securities charged in npa/ two accounts to the mortgagor himself or sale to third party

    (c)   Discharge of guarantor

Major Reports to be configured:

a) Consolidated SARFAESI Report.

b) Report of SARFAESI eligible accounts.

c) Customer-wise / Property-wise Report against whom SARFAESI action has been taken.

d) Customer-wise / Property-wise Report against whom SARFAESI action has not been taken.

e) Report of accounts in which Symbolic Possession u/s 13(4) has been taken.

f) Report of accounts in which Symbolic Possession u/s 13(4) has not been taken.

g) Report of accounts in which Physical Possession has been taken.

h) Report of accounts in which Physical Possession has not been taken.

i) Report of accounts in which DM / CMM Application has been filed.

j) SARFAESI ATR (Action taken Report) Provision to save data of ATR Report after freezing of quarter end SARFAESI ATR Report.

k) Report of accounts in which e-auction has been done along with the outcome and date of auction.

l) ZO / BO wise list of eligible properties for sale during a period / as on date.

m) ZO / BO wise properties put on e-Auction (period wise / as on date).

n) ZO / BO wise list of properties successfully sold / failed during a period based on payment received / forfeited.

o) ZO / BO wise list of properties where payment period extended.

p) ZO / BO wise recovery made from sale during a period.

q) Other MIS Reports as per requirements of the Bank.

r) Reports should be available of e-auctions recovery percentage and comparison with respect to type of possession (Physical & Symbolic) and type of properties (Residential, Commercial, Industrial etc).

s) SA filed in SARFAESI cases.

t) Stay granted by court in SARFAESI cases.

u) List of cases in SARFAESI matter where property is not enforceable due to demarcation issue, dispute, multiple finance etc

v) Reports for monthly and weekly reporting as format provide by bank.

Alerts / e-mails to be sent at various stages of processes:

a) Email/SMS to officers for taking of timely steps as per SARFAESI Act i.e. 13(2) Notices, reply to representation under 13(3A, 13(4) Notices, filing sale notice, filing DM/CMM Application etc.

b) Email / SMS Reminders for pending SARFAESI Actions.

c) Email to offices containing list of properties where paper publication done for sale but not uploaded on Auction portal.

d) Any other alert as per requirement of the Bank.

3. ARC (Asset Reconstruction Company)
Requirements:

a) Separate dashboard shall be created summarizing the details of Accounts sold, sale consideration received vis-à-vis approved Minimum Reserve Price, Name of ARC/Permitted Transferees to whom account was sold, date of account sale, identified accounts for transfer to ARCs / permitted Transferees, accounts showcased / sold during FY etc. Provision to be created for historical data maintenance.

b) Identification, shortlisting and sale of accounts to ARCs shall be strictly in accordance with Sections 5 and 6 of the SARFAESI Act, RBI directions and internal approval policies of the Bank.

Process Flow:

3.1 Provision to mark the account as "Shortlisted for ARC sale" from the Head Office.

3.2 Provision to mark the account as "Identified account" for sale/transfer to ARC/permitted transferees upon receipt of approval from the competent authority.

3.3 Generate editable PIM (Preliminary Information Memorandum) of "shortlisted/ identified" account as per the prescribed format at ZO level along with the following:

    (a) Details of securities available in the account in the prescribed format.

    (b) Calculation of NPRV of securities with justification added by the concerned zone.

3.4 Maximum information in PIM to be captured from CBS and other modules available in the Application Software.

3.5 Submitted PIM will be reflected in the ID of user at HO level for further course of action at HO Level.

3.6 Option for user at HO level to accept or roll back the submitted PIM to Zone for any rectification.

3.7 Functionality to generate editable Office Note in the HO user's ID as per the provided format. This note is to be submitted in Head Office Committee.

3.8 Provision of uploading minutes of Head Office Committee along with capturing the details viz., meeting date, name of committee members and their designation etc.

3.9 Immediately after submitting minutes of Head Office Committee, provision to generate editable Office

Note for competent authority (for GM ATC & MC) as per the provided format.

3.10 Provision to upload Resolution of Head Office Committee.

3.11 Generation of editable bid document after capture/input require information.

3.12 Advertisement Copy & Bid document will be uploaded in the Portal.

3.13 Provision for creation of Virtual Data Room accessible to the ARCs through Internet for due diligence purpose by the prospective buyers & provide login credential accordingly. Provision for uploading of information in the VDR for BO/ZO/HO level.

3.14 Fetch latest status and details of the auction from auction site.

3.15 After auction, option for generating editable Office Note for Head Office Committee should be available as per the prescribed format.

3.16 HO user will upload Minutes of meeting of Head Office Committee.

3.17 In HO User's ID, facility to generate a Process Note for Management Committee for final sale approval as per the prescribed format should be provided.

3.18 Upload approval/resolution received from Management Committee.

3.19 Capture details like approval date, repayment terms etc.

3.20 Option to generate editable approval Letter as per the format provided should be available to be sent to Zone and ARC.

3.21 Guidelines related to NARCL (National Asset Reconstruction Company Ltd.) to be configured at various steps of ARC Process flow.

3.22 Generate Assignment Agreement and capture information about successful bidder, auction date, execution date of Assignment Agreement etc.

3.23 Generate letter as per section 6 of SARFAESI Act post transfer the account.

3.24 **Alerts / e-mails to be sent at various stages of processes:**
   a)   After successful sale of account to ARC, an e-mail should be triggered to the concerned authorities to provide information regarding the same.
   b)   Any other event as decided by the Bank.

3.25 **Major MIS Reports to be configured:**
   a)   Report of present status of all the PIMs received in HO containing all the necessary information regarding sale.
   b)   Zone wise report of accounts sold to ARCs till date.
   c)   Zone wise report of all identified accounts for sale to ARC.

Configuration of other MIS Reports of ARC Module as per formats to be provided by the Bank

4.   **IBC (Insolvency and Bankruptcy Code)**

Basic Information:

4.1 Listing eligible accounts on auto pick up basis from CBS. (parameter will be provided from time to time) Accounts PAN Wise and Customer ID basis.

4.2 Creating process sheet & status report on the format provided.

4.3 Creating Unique ID based on Branch/RO Code.

4.4 List of panel advocates handling NCLT cases and number of cases handled.

4.5 List of RPs updated from website of IBBI and cases of Bank entrusted to them.

4.6 Flagging of RPs, which are on the Panel of Bank.

4.7 **Data Format:** Report generation shall contain the following -

Account Details in the format provided and the format must contain State, ZO, type of industry, category of loan, name of the NCLT, Date of filing, Details of Application filed U/S. 7,8 &10, CP(IP) number, order date, security details, advocate phone number & email ID, RP Phone number and email ID, Details of forensic audit, Transition Audit, Form C & D(Claim form)(Ledger balance & interest claimed, ROI claimed) status of Form C admission, percentage of voting, Fee agreed, Fee paid, Fee payable, Court Fee paid, Cost of filing suit, Month wise Recovery made and Appeal stage etc.

4.8 **Data Uploading:** Provision to upload Sec 7 application, NCLT Order admitting CIRP/Liquidation, Form A & Form B & Form G and all other forms published during CIRP/Liquidation respectively, Form C / Form D filed during CIRP/Liquidation respectively, Updated Claim list in CIRP / Updated Claim list in Liquidation, Affidavit/Petition etc., filed by the Bank and reply/counter etc., filed by the borrower, NCLT/NCLAT Order copy, Valuation Report/Valuation Summary on the securities and attachable assets, Encumbrance Certificates, Appeal copy, Reply filed, Forensic audit, IM, EOI. RFP, Matrix, Resolution Plan, COC Minutes etc.

4.9 **Standalone Data mining**: Generate data from ROC particulars, CIRP process from IBBI website and cases filed and pending for admission from NCLT/NCLAT website and other cases from Supreme Court Website.

4.10 **Auto freeze SARFAESI Action when the CIRP is admitted in NCLT, and also implement a freeze at the time of filing the PIRP case in NCLT, if the case is filed by the mortgagor.**

Process flow:

CIRP Application Filed by bank:

4.11 Format based Permission note for filing NCLT Application from ZO to appropriate authority through the respective office/authority. (Format shall contain full details of the borrower including limits enjoyed with other Banks).

4.12 Sanction Communication from the Sanctioning Authority to Zones.

4.13 Appointment of advocate by Branches/Zones/Vertical in consultation with Competent Authority at ZO/HO on need based basis and communication to panel advocate

4.14 Acceptance/rejection by advocate & reassignment of advocate process.

4.15 Instruction letter to Zone for providing information and copies of documents to advocate.

4.16 Forwarding communication to advocate from Zone.

4.17 Request for additional information/documents / drat CIRP Application to Zones by the advocate.

4.18 Draft CIRP Application/Affidavit and other applications /petitions from Advocate to Zones.

4.19 Draft CIRP Application/Affidavit and other applications /petitions with comments from Branch to the Competent Authority for approval.

4.20 Approval communication /vetted draft to Zones by Legal cell to Zones.

4.21 Final approval of Draft CIRP Application/Affidavit and other applications /petitions by Zones to Advocate.

4.22 Simultaneous process for selection of RP by the Zones and approval by HO.

4.23 Format based Selection process by the Zones in floating RFP or from panel.

4.24 On receipt of RFP, Zone to enter marks as per the Matrix provided.

4.25 Selection recommendation before the Committee.

4.26 Branch to obtain consent letter from identified IRP/RP and provide to Advocate and upload consent letter.

4.27 Alert based on Formats devised for adjusting all form of liquid securities.

4.28 Confirmation by the Branch in adjusting liquid securities.

4.29 Confirmation communication with diary number /SR number of CIRP Application filed from Advocate to Zone.

4.30 On CIRP Application numbering, confirmation communication with Petition number from Advocate to Zone.

4.31 Recording service compliance of NCLT Notice.

4.32 Hearing Date communication and status of the cases with next hearing date at the end of hearing dates from Advocate to Zones. (Format& need based)

4.33 Provision to capture hearing date wise movement of the case.

4.34 Provision to capture recovery made during the pendency of the case.

4.35 Provision to capture OTS proposal submitted during pendency and decision thereon.

4.36 Provision to upload documents/Applications/reply, additional documents filed etc., as received from Advocate.

4.37   All routine communication / complying NCLT direction shall be made by advocate to Zones which shall be immediately uploaded.

4.38   All communication / advice and directions for complying NCLT direction shall be through the module by concerned official in branch/vertical/zone

4.39   The Module should have provision to enter details such as date of filing of the application before NCLT, and rectification, if any, suggested by the NCLT in the application must be carried out by the Advocate/Zones.

4.40   Provision to enter details such as date of appearing on behalf of the bank to place the case for CIR process admission and if NCLT application accepted then date of effective hearing before NCLT on behalf of the Bank.

4.41   Forwarding copy(ies) of NCLT/NCLAT order from the advocate to Branch copy to ZO/HO along with his views/brief of the Order.

4.42   Provision for sending alert regarding the commencement and vacation of moratorium to Branch/ZO/FGMO/HO.

4.43   Automatic Alert for submission of Form C

4.44   Generating Form C

4.45   Confirmation of submission of Form C by the Branch. If not filed /confirmed, alert trigger to Zone.

CIRP Application Filed by others:

4.46   Automatic trigger from the system to Branch/ZO/FGMO/HO by way of e-mail, SMS and System alert on filing from NCLT website.

4.47   Automatic trigger from the system to Branch/ZO/FGMO/HO by way of e-mail, SMS and System alert on admission from NCLT & IBBI website.

4.48   Provision for sending alert by way of e-mail, SMS and System alert regarding the commencement and vacation of moratorium to Branch/ZO.

4.49   Automatic uploading of Public Notice and communication from the system to Branch/ZO on filing from NCLT website.

4.50   Automatic Alert by way of e-mail, SMS and System alert for submission of Form C

4.51   Generating Form C

4.52   Confirmation of submission of Form C by the Branch/ZO. If not filed/confirmed, alert trigger to Branch/ZO.

4.53   Capturing details of lenders from ROC.

CIRP Process

4.54   Uploading the details of IRP.

4.55   Uploading the details of CoC Advocate.

4.56   Auto fetch order passed by NCLT and maintain record of all proceedings.

4.57   Confirmation by Branch/Zone on filing Form C and its admission to Branch/ZO/HO.

4.58   If any rejection or rejection in part, permission note for filing appeal against the rejection by the Branch to Zone.

4.59   Permission Communication by Zone to Branch for challenging the rejection of Form C.

4.60   Branch to update the appeal process.

4.61   Uploading recent Valuation Report obtained prior to CIRP.

4.62   Uploading Public Notice.

4.63   Auto generation of Form C Alerts.

4.64   Details of fee agreed, payable and bank's share to IRP.

4.65   Details of NCLT Court Fee and Advocate Fee paid details.

4.66   Other expenses, if any to be captured.

4.67   Uploading -Details of Form C admission (our Bank and others).

4.68   Uploading -Details of COC members- formation of CoC.

4.69   Uploading the details of authorized officials at Branch for attending CoC

4.70	Intimation to BO/ZO/FGMO/HO at any development, stage of the case through mail/SMS
4.71	Process of appointment of RP/Change of RP – intimation by Branch to ZO/HO.
4.72	Uploading Liquidation valuer details, Auditors Details & Forensic and Transaction Audit Reports.
4.73	Stage wise process note in the format devised from Zone to HO for necessary approval of voting agenda / fee payable / CIRP expenses payable / RP appointment/ change etc.
4.74	Uploading all CIRP process such as EOI, RFP, Resolution Plan, Final Resolution Plan, Liquidation Valuation, Total CIRP cost etc.
4.75	Uploading the distribution pattern on plan amount - suggested and adopted by CoC.
4.76	Uploading all voting results and Court hearings by Advocates.
4.77	Uploading all interim orders/ final orders / approval of resolution/liquidation by NCLT / NCLAT / Supreme Court by advocate.
4.78	Uploading of communication by Advocate along with his view on any order passed by NCLT/NCLAT/Supreme Court to Zone.
4.79	Process Note for getting permission for challenging any order / CoC decision by the Zone to HO, HO Permission letter to Zone for challenging order/CoC decision.
4.80	Process Note for appointment of Senior Counsel.
4.81	Consent of Competent authority at HO for appointment of Sr. Counsel.
4.82	Permission of appointment of Senior Counsel by Competent Authority at HO.
4.83	If Resolution Plan approved. Details of Implementation process/ Minutes of the Implementation Committee Meetings
4.84	Details of the Plan Amount received and appropriated.
4.85	Details of the DRT case against the Guarantors.
4.86	Details of CIRP initiated against the Corporate Guarantors.
4.87	Closure of account & Balance dues if any, proceedings against the Guarantors under SARFAESI / DRT / IBC.

Liquidation Process:

4.88	Uploading appointment of Liquidator
4.89	Auto fetch order of liquidation and maintain all records through fetch data from NCLT site.
4.90	Uploading finalization of Liquidation Cost by the CoC and order of Liquidation.
4.91	Permission Communication by ZO/HO to ZO/Branches for Relinquishment of property/ realize security interest separately.
4.92	Generation of Form D Claim Form.
4.93	Uploading Public Notice issued by Liquidator.
4.94	Confirmation by Branch/ZO on filing Form D
4.95	If any rejection or rejection in part, permission note for filing appeal against the rejection by the Branch/ZO to Competent Authority at /ZO/HO
4.96	Permission Communication by Competent Authority at /ZO/HO to ZO/Branch for challenging the rejection of Form D
4.97	Branch to update the appeal process
4.98	Uploading Liquidation process/ Minutes of Stake holders meeting/ Sale notice/ auction particulars etc.
4.99	In case of Non-Relinquishment of property & realize security interest separately, process of SARFAESI & DRT action against the secured interest and claiming balance amount as unsecured creditor in the Liquidation proceedings to be captured in the Module as per the templates provided and uploaded by the Branch/ZO
4.100	Details of amount recovered through Liquidation process and appropriation towards loan dues.
4.101	Updating Liquidation Cost and our Banks share.
4.102	Uploading Order of Liquidation
4.103	Dissolution of Corporate Debtor:
4.104	Appeals against orders of NCLT during Liquidation process to be uploaded.
4.105	Permission Note for filing appeal by the Branch/Zoneto Competent Authority at /ZO/HO:

4.106 Permission communication by the Competent Authority at /ZO/HO to Branch/ZO.

4.107 For filing any appeal in liquidation process.

4.108 Appointment of Advocate and fixation of fee by the BO/ZO to Competent Authority at /ZO/HO

4.109 Process of engaging Sr. Counsel if any

4.110 Appeal before High Court and Supreme Court against the order of NCLAT. The flow of the WP/WA/ SLP will be followed.

4.111 Closure of account & Balance dues if any, proceedings against the Guarantors under SARFAESI/DRT/IBC.

Pre-Packaged Insolvency Process:

4.112 Marking of receipt of proposal of PPIRP from Borrower by Branch / Zone

4.113 Branch /ZO/HO to initiate process of selection of RP and Place the same in the template format to ZSH for approval after allocating marks in template matrix

4.114 Simultaneously, Branch / Zone to submit proposal to ZO /HO for approval of initiation of PPIRP

4.115 Upload Base Resolution Plan by Branch / ZO

4.116 Branch / ZOto Record the voting held in meeting of unrelated financial creditor on permitting PPIRP & Selection of IRP

4.117 Record filing of application by CD to NCLT and Details of advocate

4.118 If application filed by CD without requisite consent, selection of advocate for appearing in NCLT with the approval of ZO/HO including selection of advocate for all other stages wherever dispute arises.

4.119 Branch/ZO to submit proposal to ZO/HO for approval of Base Resolution Plan or approval of conducting Swiss Challenge Process and flow of approval from sanctioning authority to Branch/ ZO Uploading of Evaluation Matrix, RFRP, EoI, Minutes of Meetings, Claim Sheet & Voting Share Sheet, Transaction Audit / Avoidance Transaction Report etc.

4.120 Branch/ZO to submit proposal to ZO/HO for approval of Selected Resolution Plan and flow of approval from sanctioning authority to Branch//ZO

4.121 Uploading order of NCLT conveying decision on Resolution Plan and all relevant order of NCLAT/SC on the matter.

4.122 Marking of order of NCLT and date of implementation of Resolution Plan by Branch/ZO

4.123 Marking progress on implementation of Resolution Plan.

Personal Insolvency Process:

4.124 Flagging eligible personal guarantors based on rules devised, which are eligible for personal insolvency.

4.125 Data mining from IBBI,NCLT, NCLAT on Personal Guarantors (PAN Based / Aadhar Based /CIN Based for Corporate Debtor) for application filed by other lenders and triggering to Branch/ZO/HO having guarantee / borrower account of such person

4.126 Triggering of admission of application by NCLT – Flagging interim moratorium

4.127 Triggering of final disposal of application by NCLT by permitting personal insolvency – Flagging final Moratorium

4.128 Branch/ZO to submit proposal to ZO/HO for approval of initiation of PIRP for cases where found eligible based on rules or otherwise and flow of approval from sanctioning authority

4.129 Branch/ZO to initiate process of selection of RP and Place the same in the template format to ZO/HO for approval after allocating marks in template matrix

4.130 Record filing of application by advocate to NCLT and Details of advocate & Mobile No. Subsequent development to be recorded till admission or till appeal filed, if any is settled

4.131 Generation of Demand Notice based on template

4.132 Generation of NCLT application draft based on template.

4.133 Selection of advocate for appearing in NCLT with the approval of Competent Authority at /ZO/HO

including selection of advocate for all other stages wherever dispute arises.

4.134 Triggering of admission of application by NCLT – Flagging interim moratorium – application filed by Bank.

4.135 Triggering of final disposal of application by NCLT by permitting personal insolvency – Flagging final Moratorium – application filed by Bank.

4.136 Uploading the details of authorized officials at Branch / ZO for attending CoC

4.137 Uploading of Minutes of Meeting, Repayment Plan & other reports.

4.138 Branch/ZO to Record the voting held in meeting CoC on different matter.

4.139 Flow of proposal from Branch/ZO to ZO/HO for approval on different matters including proposal for approval of repayment plan in template and flow of approval from sanctioning authority.

4.140 Uploading order of NCLT conveying decision on Repayment Plan and all relevant order of NCLAT/SC on the matter.

4.141 Marking of order of NCLT and date of implementation of Repayment Plan by Branch/ZO

4.142 Marking progress on implementation of Repayment Plan.

4.143 If no repayment plan is finalized, triggering decision making on starting bankruptcy to BO/ZO/HO

4.144 All process required for selection of Bankruptcy

4.145 Uploading of Orders and other reports of bankruptcy, Bankruptcy Trustee details.

4.146 Recording development of bankruptcy and recovery received

4.147 Other Requirement:

a) Generation of Various MIS Reports of IBC Module as per formats to be provided by the Bank.

b) Configuration of Alerts / Reminders / Triggering of events as per process flow of different stages of IBC.

5. Suit Filing

The following are the functionalities and the Scope of Work expected from the Bidder under following Categories of Suit Filing Module, for supply, Implementation and Maintenance of Application Software.

Permission to file a recovery suit shall be sought by the branch from ZO/FGMO/HO through the module. The competent authority will grant approval via the module. Accordingly the competent authority shall issue issue digitally signed Authorization Letter as per Bank's prescribed format for filing suit. Reference Number for Authorisation Letter to generated automatically. The advocate will receive notification through the app, SMS, or WhatsApp regarding the allocation of the case. It is clarified that any digitally generated authorization letters for filing of suits shall be issued strictly after approval by the competent authority and shall not be treated as delegation of statutory or judicial power.

➢ **Cases filed by the Bank**

(A) DRT Cases
(B) DRT Cases–Consortium Accounts
(C) Civil Courts
(D) DRAT / High Courts / Supreme Court / NCDRC / NCLT / Commercial Court / State Commission / Any other appellate tribunal
(E) Cases filed u/s138 of NI Act & Section 25 of Payment & Settlement Act
(F) Revenue Recovery Act
(G) Arbitration Cases
(H) Monitoring of CBI Cases
(I) Other Requirements

➢ **Cases filed Against the Bank**

(A) Cases filed against SARFAESI Action initiated by the Bank before DRT, DRAT, High Court & Supreme Court.
(B) Consumer Cases filed against the Bank before Consumer Courts.
(C) Other Cases filed against the Bank before Civil Court/High Court/Supreme Court/Other authorities, Tribunals, Labour Courts and departments.

➢ **Contingent Liability Model for Audit Purpose.**

➢ **Waiver of legal Action**

  ➢ Branch shall apply waiver of legal action for a particular account.
  ➢ Fetch required information of the account and forward to higher authority for approval.
  ➢ ZLSC/FGMO/HLCC review the application and approve/reject on the portal.

Cases Filed By The Bank

(A) *DRT Cases*

1) Identification of eligible accounts - The application should have the functionality to identify such accounts which are eligible for filing of DRT cases. Eligibility must be decided on the basis of Amount O/s as on date (Principal +Interest) on pick up basis from CBS.

2) Creating Unique ID of cases based on Branch /Zonal Office/Zonal Level.

3) Legal Notice – The application should have the functionality to send alerts (SMS/mail) to field functionaries followed by reminders for sending Legal Notices to both borrower as well as guarantors immediately. Reports of such cases where process for sending Notices is still pending can be generated by higher authorities i.e. at ZO Level/ HO Level. Application should have capability to issue Legal notice/ Recall notice as per Bank's desired format. Service compliance of notices should also be recorded in the system.

4) Pre-suit Details - The application should have the functionality to integrate Customer Basic details, Facility details, Securities details, Outstanding details other details from Bank's MIS/ Finacle.

5) System should provide work flow for pre suit approval – The application should have the functionality for system based approval for filing of suit before DRT at Zonal Office/FGMO/HO. Reports of such cases where approval is still pending may be generated by Higher authorities i.e. at ZO Level/ HO Level.

6) Allocation of advocate by Zonal Office/FGMO/HO as the case may be.

7) The application should have the functionality for allocation/acceptance/reassignment of cases by/to Panel Advocate.

8) The mobile application should have the functionality for uploading of Draft OA by Panel Advocate and court fee shall demand by advocate from the module.

9) The application should have the functionality for uploading/Auto Generating of Annexure for the account which will contain following details pertaining to account –

  a) Brief history of the case.
  b) Date of NPA & Reasons for slipping of account in to NPA
  c) Name of guarantor/s : Name Present Address
  d) Details of securities–Primary & Collateral
  e) List of property of Borrower / Guarantor: (Besides the property charged, pledged or mortgaged in the account)
  f) Particulars of documents (facility-wise)
  g) Mortgaged Property Details
  h) Dates of Balance confirmation letters taken:(to be given in sequence from the date of loaning documents).
  i) Particulars and position of Insurance Claim filed or to be filed (incase filing of suit/ reference to arbitration against the Insurance company is necessary, the position of limitation be also indicated).
  j) Recall notice / statutory notice / SARFAESI Notice u/s13(2)
  k) If the account is transferred to another branch
  l) Name of office which is maintaining original ledgers, vouchers and paid cheques and other books

of accounts and in possession of other movable securities.

m) Details of particulars of charge / modification of charge filed and certificates obtained (in case of companies)]

n) Any other information (not covered by the above) in Possession / knowledge of the branch, like pendency before other forums or winding up proceedings before Company Court, etc.

10) The application should have the functionality for uploading of Loan Documents, Security Documents & other documents by Branch office/Office who is the custodian of the documents.

11) System should provide work flow for approval of Draft OA - The application should have the functionality for approval of Draft OA at Zonal Office or Head Office Level as the case may be. Draft OA along with Annexure & other documents be sent to higher authorities for approval through system driven mode only. Reports of such cases where approval is still pending can be generated by Higher authorities i.e. at ZO Level/ HO Level.

12) Once, draft OA is approved in the system, alerts (SMS & mail) be sent to originator office as well as advocate concerned.

13) The application should have the functionality for uploading of legible scanned copy of complete OA & well as written statement and other documents along with confirmation communication with diary number /SR number of OA filed from Advocate to Branch/Zonal Office. On OA numbering, confirmation communication with OA number from Advocate to Branch Office / Zonal Office can be entered in the system.

14) Suit proceeding details – Application should provide for easy and systematic recording and Auto capture of all recovery proceedings. The application should also have the functionality to input/auto capture Suit proceeding stay details and Suit Withdrawal details, reinstatement, writ petition related etc. to that particular account Hearing Date communication and status of the cases with next hearing date at the end of hearing dates from Advocate to Branch ZO. Provision to capture stage wise movement of the case. Provision to capture recovery made during the pendency of the case. Provision to capture OTS proposal submitted during pendency and decision thereon. Provision to capture DRT Lok Adalat reference.

15) The application should have the functionality for recording service compliance of DRT Notices and orders.

16) The application should provide for Web-Crawling functionality to get next date of hearing and new suit details from DRT websites for suits filed and update the same in the system. Each order, since inception, must be available handy on the system..

17) The Module should have provision to send intimation automatically to the registered emails of Law/dealing Officer at BO/ZO, the status of a case is auto updated on the due date and may update by the dealing Officer/Law Officer/Advocate and a communication must be automatically sent to the registered mobile numbers of the dealing Officer, Branch Manager, and the Advocate regarding the updating the status of the case.

18) The application should have the functionality for marking any cases which has to be reported in Contingent liability cases.

19) Proposed Module shall have provision to make brief note of scrutinize order copy / proceedings and suggest further action point.

20) DRT Recovery Proceedings:-

a) The application should have the functionality for uploading/auto fetch of RC/order issued. Confirmation communication with DRC/RC No. filed from Advocate to Branch/Zonal Office.

b) The application should have the functionality for the following: Capturing details of Recovery Certificate. Commencement of RC proceedings with service state and service stage completion. Updating Demand Notice issuance, date of service/acknowledgment or substituted service in case of non-service. Appearance of borrower / guarantors. Representation if any from the borrower / guarantors before RO-DRT. Day wise development in RC proceedings. RC proceedings such as attachment, valuation, reserve price fixation, sale proclamation, auction particulars, sale of properties, Sale certificate issuance, balance recovery process after sale etc. Closure of RC proceedings. Closure of Accounts

(B)   ***DRT Cases–Consortium Accounts***

Identification of eligible accounts-The application should have the functionality to identify such accounts which are eligible for filing of DRT cases. Eligibility must be decided on the basis of Amount O/s as on date (Principal +Interest) on pickup basis from CBS.

1)   Creating Unique ID based on Branch /Zonal Office/Zonal Level

2)   Legal Notice – The application should have the functionality to send alerts (SMS/mail) to field functionaries followed by reminders for sending Legal Notices/ Recall Notices (To be generated from the Application Software as per Bank's desired format) to both borrower as well as guarantors immediately. Reports of such cases where process for sending Notices is still pending can be generated by higher authority i.e.at ZO Level / ZO Level / HO Level. Service compliance of notices should also be recorded in the system. Pre-suit Details - The application should have the functionality to integrate Customer Basic details, Facility details, Securities details, Outstanding details other details from Bank's MIS/Finacle.

3)   System should provide work flow for pre suit approval - The application should have the functionality for approval for filing of suit before DRT at or Zonal Office/. A report of such cases where approval is still pending can be generated by higher authorities i.e. at ZO Level/ZO Level/ HO Level.

4)   Minutes of the consortium meeting for taking legal action.

5)   Details of advocate appointed by Lead Bank/ as decided by consortium members.

6)   The application should have the functionality for uploading of Loan Documents & Security Documents by Branch /office/ Zonal Office/.

7)   System should provide work flow for approval of Draft OA - The application should have the functionality for approval of Draft OA at or Zonal Office/ or Head Office Level as the case may be. Draft OA along with Annexure & other documents be sent to higher authorities for approval through system driven mode only. Reports of such cases where approval is still pending can be generated by Higher authorities i.e. at ZO Level/ZO Level/ HO Level.

8)   Once, draft OA is approved in the system, alerts (SMS & mail) be sent to originator office.

9)   The application should have the functionality for uploading of legible scanned copy of complete OA & well as written statement and other documents along with confirmation communication with diary number /SR number of OA filed from Advocate to Branch/Zonal Office. On OA numbering, confirmation communication with OA number from Advocate to Branch/Zonal Office can be entered in the system. In case, the advocate is appointed from the panel of Lead Bank, module should be provided for uploading of details by Law Officer.

10)   Suit proceeding details – Application should provide for easy and systematic recording and reporting of all recovery proceedings. The application should also have the functionality to input Suit proceeding stay details and Suit Withdrawal details, reinstatement, writ petition related etc. to that particular account Hearing Date communication and status of the cases with next hearing date at the end of hearing dates from Advocate to Branch ZO. Provision to capture stage wise movement of the case. Provision to capture recovery made during the pendency of the case. Provision to capture OTS proposal submitted during pendency and decision thereon. Provision to capture DRT Lok Adalat reference.

11)   The application should have the functionality for recording service compliance of DRT Notices and orders

12)   The application should provide for Web-Crawling functionality to get next date of hearing and new suit details from DRT websites for suits filed and update the same in the system. Each order, since inception, must be available handy on the system.

13)   The Module should have provision to send intimation automatically to the registered emails of Law/dealing Officer at BO/ZO, the status of a case is auto updated on the due date and may update by the dealing Officer/Law Officer/Advocate and a communication must be automatically sent to the registered mobile numbers of the dealing Officer, Branch Manager, and the Advocate regarding the updating the status of the case.

14)   The application should have the functionality for marking any cases which has to be reported in

Contingent liability cases.

15) DRT Recovery Proceedings:-

15.1 The application should have the functionality for uploading of RC issued. Confirmation communication with DRC/RC No. filed from Advocate to Branch/Zonal Office.

15.2 The application should have the functionality for the following:

  i. Capturing details of Recovery Certificate. Commencement of RC proceedings with service state and service stage completion.

  ii. Updating Demand Notice issuance, date of service/acknowledgment or substituted service in case of non- service. Appearance of borrower/guarantors.

  iii. Representation if any from the borrower/guarantors before RO- DRT. Day wise development in RC proceedings.

  iv. RC proceedings such as attachment, valuation, reserve price fixation, sale proclamation, auction particulars, sale of properties, Sale certificate issuance, balance recovery process after sale etc.

  v. Closure of RC proceedings.

  vi. Closure of Accounts.

(C) *Civil Courts –*

Identification of eligible accounts - The application should have the functionality to identify such accounts which are eligible for filing before Civil Courts. Eligibility must be decided on the basis of Amount O/s as on date (Principal +Interest) on pick up basis from CBS.

1) Creating Unique ID of cases based on Branch /Zonal Office/FGMO/HO Level.

2) Legal Notice – The application should have the functionality to send alerts (SMS/mail) to field functionaries followed by reminders for sending Legal Notices to both borrower as well as guarantors immediately. Reports of such cases where process for sending Notices is still pending can be generated by Higher authorities i.e. at BO/ZO/FGMO/HO Level Service compliance of notices should also be recorded in the system

3) Pre-suit Details - The application should have the functionality to integrate Customer Basic details, Facility details, Securities details, Outstanding details other details from Bank's MIS/Finacle.

4) System should provide work flow for pre suit approval - The application should have the functionality for approval for filing of suit before Civil Courts. Reports of such cases where approval is still pending can be generated by higher authorities i.e. at ZO Level.

5) Allocation of advocate by the Branch Office/ as the case may be.

6) The application should have the functionality for allocation / acceptance / reassignment of cases by / to Panel Advocate.

7) The application should have the functionality for uploading of Draft plaint by Panel Advocate.

8) The application should have the functionality for uploading of Loan Documents/Security Documents & other documents by /Branch office/Office who are the custodian of the documents

9) System should provide work flow for approval of Draft plaint - The application should have the functionality for approval of Draft plaint at Zonal Office. Reports of such cases where approval is still pending can be generated by higher authorities i.e. at Branch /Zonal Office/FGMO/HO Level.

10) Once, draft plaint is approved in the system, alerts (SMS & mail) be sent to originator office as well as advocate concerned.

11) Suit type must be filed in module such as money suit/mortgage suit by advocate.

12) The application should have the functionality for uploading of legible scanned copy of complete plaint & well as written statement and other documents along with confirmation communication with diary number /SR number of plaint filed from Advocate to Branch/Zonal Office. On case numbering, confirmation communication with case number from Advocate to Branch / Zonal Office can be entered in the system.

13) Suit proceeding details – Application should provide for easy and systematic recording and reporting

of all recovery proceedings. The application should also have the functionality to input Suit proceeding stay details and Suit Withdrawal details, reinstatement, writ petition related etc. to that particular account Date communication and status of the cases with next hearing date at the end of hearing dates from Advocate to Branch/ZO. Provision to capture stage wise movement of the case. Provision to capture recovery made during the pendency of the case. Provision to capture OTS proposal submitted during pendency and decision thereon. Provision to capture Civil Court Lok Adalat reference.

14) The application should have the functionality for recording service compliance of Civil Court Notices and orders.

15) Fetching details of decree from e-court and remind to branch to file execution of decree.

16) The application should provide for Web-Crawling functionality to get next date of hearing and new suit details from Civil Court websites for suits filed and update the same in the system. Each order, since inception, must be available handy on the system.

17) The Module should have provision to send intimation automatically to the registered emails of Law/dealing Officer at BO/ZO, the status of a case is auto updated on the due date and may update by the dealing Officer/Law Officer/Advocate and a communication must be automatically sent to the registered mobile numbers of the dealing Officer, Branch Manager, and the Advocate regarding the updating the status of the case.

18) The application should have the functionality for marking any cases which has to be reported in Contingent liability cases.

19) Proposed Module shall have provision to make brief note of scrutinize order copy/proceedings and suggest further action point.

20) Execution Proceedings: Automatic system generated alert to email of ZO regarding period of limitation for filing EP. Appointment of advocate for filing execution petition by ZO / Branch. Commencement of RP proceedings with service state and service stage completion. Updating EP Notice issuance, date of service / acknowledgment or substituted service in case of non-service. Appearance of borrower / guarantors. Representation if any from the borrower / guarantors before the Court. Day wise development in RP proceedings. RP proceedings such as attachment, valuation, EC, reserve price fixation, sale proclamation, auction particulars, sale of properties, Sale certificate issuance, balance recovery process after sale etc. Closure of RP proceedings. Closure of Accounts

(D) ***DRAT / High Courts / Supreme Court of India NCDRC / NCLT / State Consumer Forum / Any other appellate tribunal etc.***

Pre-suit Details - The application should have the functionality to integrate Customer Basic details, Facility details, Securities details, Outstanding details other details from Bank's MIS/Finacle/Ladder.

1) Creating Unique ID of cases based on Branch /Zonal Office/Zonal Level.

2) System should provide work flow for filing of appeal/review/revision - The application should have the functionality for approval for filing of suit before High Courts/Supreme Court of India at / Zonal Office/ & Head Office as the case may be. Reports of such cases where approval is still pending can be generated by Higher authorities i.e. at ZO Level/ZO.

3) Allocation of advocate by the Zonal Office/ & Head Office as the case may be.

4) The application should have the functionality for allocation / acceptance / Reassignment of cases by / to Panel Advocate.

5) The application should have the functionality for uploading of Draft application by Panel Advocate.

6) System should provide work flow for approval of Draft application - The application should have the functionality for approval of Draft application at / Zonal Office/& Head Office asthe case may be. Reports of such cases where approval is still pending can be generated by Higher authorities i.e. at ZO Level/ZO Level/HO Level.

7) Once, draft application is approved in the system, alerts (SMS & mail) be sent to originator office as well as advocate concerned.

8) The application should have the functionality for uploading of legible scanned copy of complete application, well as written statement and other documents along with confirmation communication with diary number /SR number of appeal filed from Advocate to Branch/Zonal Office. On numbering, confirmation communication with appeal application number from Advocate to Branch/Zonal Office can be entered in the system.

9) Suit proceeding details – Application should provide for easy and systematic recording and reporting of all recovery proceedings. The application should also have the functionality to input Suit proceeding stay details and Suit Withdrawal details, reinstatement, writ petition related etc. to that particular account. Hearing Date communication and status of the cases with next hearing date at the end of hearing dates from Advocate to Branch/ZO. Provision to capture stage wise movement of the case. Provision to capture recovery made during the pendency of the case. Provision to capture OTS proposal submitted during pendency and decision thereon.

10) The application should provide for Web-Crawling functionality to get next date of hearing from DRAT/NCLAT/ NCDRC/ High Court/Supreme Court of India websites for suits filed and update the same in the system. Each order, since inception, must be available handy on the system

11) The Module should have provision to send intimation automatically to the registered emails of Law/dealing Officer at BO/ZO, the status of a case is auto updated on the due date and may update by the dealing Officer/Law Officer/Advocate and a communication must be automatically sent to the registered mobile numbers of the Law Officer, Branch Manager, and the Advocate regarding the updating the status of the case.

12) The application should have the functionality for marking any cases which has to be reported in Contingent liability cases.

(E) ***Cases filed U/s 138 of NI Act & Section 25 of Payment & Settlement Act –System should provide work flow for pre suit approval***

The application should have the functionality for approval for filing of suit u/s 138 of NI Act before Magistrate Courts. Reports of such cases where approval is still pending can be generated by Higher authorities i.e. at ZO Level/ZO .

1) Creating Unique ID of cases based on Branch /Zonal Office/Zonal Level.

2) Pre-suit Details - The application should have the functionality to integrate Customer Basic details, Facility details, Securities details, Outstanding details other details from Bank's MIS/Finacle.

3) Legal Notice – The application should have the functionality to send alerts (SMS/mail) to field functionaries followed by reminders for sending 15 days Legal Notices for repayment in all such cases where there has been instances of cheques dishonor. Service compliance of notices should also be recorded in the system. Allocation of advocate by the Branch Office/ as the case may be.

4) The application should have the functionality for allocation / acceptance / Reassignment of cases by / to Panel Advocate.

5) The application should have the functionality for uploading of Draft complaint / application by Panel Advocate.

6) The application should have the functionality for uploading of scanned copy of Returned Cheque, Cheque Return Slip, Legal Notice with Acknowledgement and receipt for delivery of notice, Reply if any received against notice, Proof of amount receivable such as invoices, promissory note and etc. and other documents by /Branch office/Office who are the custodian of the documents

7) System should provide work flow for approval of Draft application - The application should have the functionality for approval for approval of Draft application. Reports of such cases where approval is still pending can be generated by Higher authorities i.e. at ZO Level/ZO Level.

8) Once, draft application is approved in the system, alerts (SMS & mail) be sent to originator office as well as advocate concerned.

9) The application should have the functionality for uploading of legible scanned copy of complete application, as well as written statement and other documents along with confirmation

communication with diary number /SR number of application filed from Advocate to Branch/Zonal Office. On numbering, confirmation communication with suit number from Advocate to Branch/Zonal Office can be entered in the system.

10) Suit proceeding details – Application should provide for easy and systematic recording and reporting of all recovery proceedings. The application should also have the functionality to input/auto fetch Suit proceeding stay details and Suit Withdrawal details, reinstatement, Proclaimed offender details writ petition related etc. to that particular account. Hearing Date communication and status of the cases with next hearing date at the end of hearing dates from Advocate to Branch ZO. Provision to capture stage wise movement of the case. Provision to capture recovery made during the pendency of the case. Provision to capture OTS proposal submitted during pendency and decision thereon. Provision to capture Civil Court Lok Adalat reference. The application should provide for Web-Crawling functionality to get next date of hearing from Civil Court websites for suits filed and update the same in the system. Each order, since inception, must be available handy on the system.

11) The Module should have provision to send intimation automatically to the registered emails of Law/dealing Officer at BO/ZO, the status of a case is auto updated on the due date and may update by the dealing Officer/Law Officer/Advocate and a communication must be automatically sent to the registered mobile numbers of the Law Officer, Branch Manager, and the Advocate regarding the updating the status of the case

12) The application should have the functionality for marking any cases which has to be reported in Contingent liability cases.

13) Proposed Module shall have provision to make brief note of scrutinize order copy/proceedings and suggest further action point.

(F) **_Revenue Recovery Act:-_**

1) Template based Note for seeking permission
2) Template based Provision for communicating sanction by Sanctioning authority
3) Provision for generating and uploading application before Collector / DC / authorized officer under the RR Act by Branch.
4) Provision to enter details like the State, RO, CO, RR authority, place, reference of case
5) Amount recovered from the party after submission of request to RR Authorities
6) Updation of hearing wise proceedings before RR Authorities by the Branch
7) Provision for Updation of any stay order issued by Competent court and developments
8) Reporting system to CO
9) Reporting closure of RR proceedings

(G) **_Arbitration cases:_**

Enabling provisions to be made as and when required to be operationalized

Cases Filed Against The Bank:

(A) **Case filed against SARFAESI Action initiated by the Bank before DRT, DRAT, High Courts & Supreme Court etc.**

Suit Details - The application should have the functionality to integrate Customer Basic details, Facility details, Securities details, Outstanding details other details from Bank's MIS/Finacle.

a) Popup and intimation to ZO / HO user for every case filed against the bank in any court through integration with public domains on real time basis.
b) Linking the case filed against the bank with account to with the case is related. The same detail auto reflect in related module such as SARFAESI.
c) Creating Unique ID of cases based on Branch /Zonal Office/Zonal Level.

d) Allocation of advocate by the Branch Office/ as the case may be.

e) The application should have the functionality for allocation/ acceptance/ reassignment of cases by/to Panel Advocate.

f) The application should have the functionality for uploading of relevant documents such as 13(2) Notice, 13(3) reply, if any, 13(4) Notice, paper publication of 13(4) notice, proof of affixture of 13(4) notice & any other document required on case to case basis by Branch Office/ office. Further, proof of delivery of all the aforesaid notices shall be generated and save.

g) <u>System should provide work flow for approval of Draft reply</u> - The application should have the functionality for approval of Draft reply at through application software. Reports of such cases where approval is still pending can be generated by Higher authorities i.e. at ZO Level / HO Level.

h) Once, draft reply is approved in the system, alerts (SMS & mail) be sent to originator office as well as advocate concerned.

i) The application should have the functionality for uploading of legible scanned copy of complete SA & well as written statement filed by Bank and other documents.

j) <u>Suit proceeding details</u> – Application should provide for easy and systematic recording and reporting of all recovery proceedings. The application should also have the functionality to input Suit proceeding stay details and Suit Withdrawal details, reinstatement, writ petition related etc. to that particular account. Hearing Date communication and status of the cases with next hearing date at the end of hearing dates from Advocate to Branch ZO. Provision to capture stage wise movement of the case. Provision to capture recovery made during the pendency of the case. Provision to capture OTS proposal submitted during pendency and decision thereon. Provision to capture DRT Lok Adalat reference.

k) The application should provide for Web-Crawling functionality to get next date of hearing from Civil Court websites for suits filed and update the same in the system. Each order, since inception, must be available handy on the system.

l) Presently Bank is using its own in-house developed software for the purpose of cases filed against SARFAESI Action. The application should have the functionality for integrate the data from the present software of the Bank. along with stage wise integration and functionality for putting the available data in the application software as per Bank's requirement.

m) Proposed Module shall have provision to **make brief note of scrutinize order copy/proceedings and suggest further action point**

n) The Module should have provision to send intimation automatically to the registered emails of Law Officer at ZO/HO, if the status of a case is not updated on the due date by the Law Officer/Advocate and a reminder must be automatically sent to the registered mobile numbers of the Law Officer, Branch Manager, and the Advocate regarding the updating the status of the case. The application should have the functionality for marking any cases which has to be reported in Contingent liability cases.

o) After adverse order, SARFAESI module related to account should be freezed and advise to user for filing appeal for the same. Capture appeal details and follow us till logical end of the case.

(B) Consumer Cases filed against the bank before consumer courts.

Suit Details - The application should have the functionality to capture details of suits filed against Bank by borrower/no-borrower before Consumer Forum.

a) Creating Unique ID of cases based on Branch Office / Zonal Office / Zonal Level

b) Allocation of advocate by the Branch Office / Zonal Office / as the case may be.

c) The application should have the functionality for allocation / acceptance / Reassignment of cases by / to Panel Advocate.

d) The application should have the functionality for uploading of Draft written reply by Panel Advocate.

e) The application should have the functionality for uploading of relevant documents by Branch Office.

f) <u>System should provide work flow for approval of Draft reply</u> - The application should have the functionality for approval of Draft reply at ZO / HO level. Reports of such cases where approval is

still pending can be generated by Higher authorities i.e. at ZO Level / HO Level.

g) Once, draft reply is approved in the system, alerts (SMS & mail) be sent to originator office as well as advocate concerned.

h) The application should have the functionality for uploading of legible scanned copy of complete reply & well as written statement filed by Bank.

i) Suit proceeding details – Application should provide for easy and systematic recording and reporting of all recovery proceedings. The application should also have the functionality to input Suit proceeding stay details and Suit Withdrawal details, reinstatement, writ petition related etc. to that particular account. Hearing Date communication and status of the cases with next hearing date at the end of hearing dates from Advocate to Branch ZO. Provision to capture stage wise movement of the case. Provision to capture recovery made during the pendency of the case. Provision to capture OTS proposal submitted during pendency and decision thereon. Provision to capture Civil Court Lok Adalat reference. The application should provide for Web-Crawling functionality to get next date of hearing from consumer Court websites for suits filed and update the same in the system. Each order, since inception, must be available handy on the system.

j) Presently Bank is using its own in-house developed software for the purpose of cases filed before consumer forum. The application should have the functionality for integrate the data from the present software of the Bank. along with stage wise integration and functionality for putting the available data in the application software as per Bank's requirement

k) The Module should have provision to send intimation automatically to the registered emails of Law Officer at ZO/HO, if the status of a case is not updated on the due date by the Law Officer/Advocate and a reminder must be automatically sent to the registered mobile numbers of the Law Officer, Branch Manager, and the Advocate regarding the updating the status of the case. The application should have the functionality for marking any cases which has to be reported in Contingent liability cases.

(C) **Other cases filed against the bank before Civil Court / High Court / Supreme Court / other authorities, Tribunals, Labour Courts and departments.**

Suit Details - The application should have the functionality to capture details of suits filed against Bank by borrower/no-borrower before Civil Court/High Court/Supreme Court/other authorities, Tribunals, Labour Courts and departments.

a) Creating Unique ID of cases based on Branch /Zonal Office/Zonal Level

b) Allocation of advocate by the Branch Office//Zonal office/Zonal /HO as the case may be.

c) The application should have the functionality for allocation / acceptance / Reassignment of cases by / to Panel Advocate.

d) The application should have the functionality for uploading of Draft written reply by Panel Advocate.

e) The application should have the functionality for uploading of relevant documents by Branch Office/.

f) System should provide work flow for approval of Draft reply - The application should have the functionality for approval for approval of Draft reply at ZO/HO level. Reports of such cases where approval is still pending can be generated by Higher authorities i.e. at ZO Level/ZO Level.

g) Once, draft reply is approved in the system, alerts (SMS & mail) be sent to originator office as well as advocate concerned.

h) The application should have the functionality for uploading of legible scanned copy of complete reply & well as written statement filed by Bank.

i) Suit proceeding details – Application should provide for easy and systematic recording and reporting of all recovery proceedings. The application should also have the functionality to input Suit proceeding stay details and Suit Withdrawal details, reinstatement, writ petition related etc. to that particular account. Hearing Date communication and status of the cases with next hearing date at the end of hearing dates from Advocate to Branch / ZO. Provision to capture stage wise movement of the case. Provision to capture recovery made during the pendency of the case. Provision to capture OTS proposal submitted during pendency and decision thereon. The application should

provide for Web-Crawling functionality to get next date of hearing from Civil Court/High Court/Supreme Court/other authorities, Tribunals, Labour Courts and departments websites) for suits filed and update the same in the system. Each order, since inception, must be available handy on the system.

j)   Presently Bank is using its own in-house developed software for the purpose of cases filed before consumer forum. The application should have the functionality for integrate the data from the present software of the Bank along with stage wise integration and functionality for putting the available data in the application software as per Bank's requirement.

k)   The Module should have provision to send intimation automatically to the registered emails of Law Officer at CO/ZO, if the status of a case is not updated on the due date by the Law Officer/Advocate and a reminder must be automatically sent to the registered mobile numbers of the Law Officer, Branch Manager, and the Advocate regarding the updating the status of the case.

l)   The application should have the functionality for marking any cases which has to be reported in Contingent liability cases.

Contingent Liability Model for Audit Purpose.

The system shall have the following functionality:

a.   The Contingent liability cases shall be identified from the existing data pertaining to cases filed against the bank before various courts/tribunals/forum etc. The respective Branch Office or Zonal Office shall be enabled to carry necessary modification / Updation / disposition of those cases as entered in the application.

b.   The system shall enable Branch Offices / Zonal Offices under Statutory Audit to get the contingent liability cases audited & validated from the Statutory Auditor of the bank through the application itself.

c.   All the supporting document such as plaints & pleadings shall be uploaded in the application.

d.   Following reports shall be generated at each ZO level:
   1)   Detailed list of the Contingent Liability cases filed / reported during quarter ending.
   2)   Detailed list of the Contingent Liability cases disposed / reported disposed during quarter ending.
   3)   Detailed list of the Contingent Liability cases pending as on Quarter ending.
   4)   Branch Wise summary of Contingent Liability cases.
   5)   Bank Wise summary of Contingent Liability cases

e.   Following reports shall be generated at Head Office level:
   1)   Detailed list of the Contingent Liability cases filed / reported during quarter ending.
   2)   Detailed list of the Contingent Liability cases disposed / reported disposed during quarter ending
   3)   Detailed list of the Contingent Liability cases pending as on Quarter ending
   4)   Zone Wise summary of Contingent Liability cases
   5)   Bank Wise summary Contingent Liability cases
   6)   Case wise details of amount of provisioning made in respective cases.
   7)   Facility for marking any case in the software as contingent liability case / connected to contingent liability case.

f.   Other Reports with different bifurcations as may be required by the Bank or by the Statutory Auditors shall be generated.

OTHER REQUIREMENTS:

The proposed solution should be capable of the following:

•   Recording service compliance of DRT / Court / Tribunals and other forums / authorities Notice.

•   Hearing Date communication and status of the cases with next hearing date at the end of hearing dates from Advocate to Branch/ZO/HO (templates & need based) through App and Desktop application provided to Advocates.

- Provision to capture stage wise movement of the case.
- Provision to capture recovery made during the pendency of the case.
- Provision to capture OTS proposal submitted during pendency and decision thereon
- Provision to capture DRT / Civil Court Lok Adalat reference
- Provision to upload documents/Applications/reply, additional documents filed/legal notices/ EC/ LRs/ Valuation Report etc., by Advocate
- All routine communication / complying DRT direction shall be through the module by advocate to Branch/ZO/HO.
- Forwarding copy/s of DRT interim order/final order from the advocate to Branch CC to ZO along with his views/brief of the Order.
- The application should also provide the functionality to input all cost and expenses related information wrt suits such as advocate fee, court fee, misc. expenses and penalties paid etc. including functionality to pick up details from CBS.
- Court Fee refund claim in case of withdrawal
- Record details regarding Agri Credit Recovery, Lok Adalat and other claims against the Bank not acknowledged as Debt.
- Alerts for filing Caveat and other actions in respect of accounts in which action in cases under SARFAESI Act.
- Criminal complaints filed by bank or against the bank and its cases in District Courts, High Courts, and Supreme Court etc.
- Facility to extract / record details of Claims Against Bank not acknowledged as Debt, Section 138 of NI Act and Section 25 of Payment & Settlement Act and of those in consumer forums.
- Extract customer or any other required information from existing system, if available
- The application should also provide the functionality to input Suit Stay details and Withdrawal details, restoration petition, writ petition, judgment details (if any) and details of any Miscellaneous Legal action taken against a borrower etc.
- The Application should provide the functionality to record details of Consumer complaints in the Consumer Forum and any other required information from bank's CBS or any other peripheral system.
- The application should provide functionality to record various stages of Post – Suit details viz. Revision Petition, Appeal against Judgment, Execution of Decree, Execution of R.C. and Insolvency petitions
- The Application should provide the functionality to assign stake holders to cases for monitoring and enable SMS & e- Mail alerts for progressive updates
- The Application should provide the functionality to extract data from bank's transaction systems of recoveries made in various loan accounts, save the data. The application should also enable recording of amounts held by courts and reflect the same in recovery monitoring reports
- The system should provide the functionality for recording the remarks of officers responsible for follow up of cases and generation of automated actionable alerts, based on key words in the remarks, to operating staff and for information of senior stake holders
- The system should provide the functionality to create, edit and delete users in the system based on their role and access rights
- The system should provide the functionality to create hierarchy and assign Reporting Managers
- The system should provide the functionality to maintain log of all activities and to generate user-wise, activity wise reports of the log.
- The solution should have the capability to crawl through the legal database in public domain on the internet such as websites of various courts to enable automatic updates about the progress of cases that have been entered into the system. Relevant cases of PSB should be filtered from the database and the same can be uploaded into the system to make it ready till date.
- The application should have the functionality to manage cases assigned to a particular advocate,

fees paid, adjournments sought, time taken for resolution of a case etc. are reflected in the system to facilitate to generate Advocate-wise, Case-wise, Stage-wise, Court-wise, Value range-wise reports at various administrative levels and report its output in Word, Excel and PDF.

- The application should have the functionality to maintain Statement of Suits / Applications Pending, Applications coming up for Hearing, Applications filed Accounts and Statement showing recovery made in Suit filed Accounts.
- Statement of All Cases Adjournment / Next Hearing Date.
- Monthly report of Suit file above 1 Crore including Director/Promoter Details to be reported to CIC as per the format provided by Department.
- Statement of all Decreed / RC Accounts and of Amount wise Break up of Pending Suits / Applications
- Statement of Age wise Break up Pending Suits / Applications and Pending Cases - DRT / Non DRT.
- Statement of Suit / Application filed Accounts Sanctioning Authority-wise, Recovery In Accounts, Adjusted Cases, Possession / Disposal of Securities under SARFAESI Act, Suits / Applications filed to Recover the Residual Balance after Disposal of Securities under SARFAESI Act, Suits / Applications filed Accounts where action under SARFAESI Act is also Initiated.
- Statement of claims against the Bank "Not Acknowledged as Debt"
- Statement of all expenses Suit-wise
- Application should maintain a shadow account of case-wise expenses incurred with respect to recovery efforts.
- Application Software should maintain a shadow account of case-wise expenses incurred with respect to recovery efforts.
- Facility to assign stake holders, their details for cases and enable SMS & e-Mail alerts for progressive updates. Follow-up dates of report should be updated in reporting managers Microsoft Outlook Calendar
- Upcoming court date and notice date to relevant Nodal Officer
- Multiple options for generation of reports at various levels for court wise cases coming up for hearing for effective monitoring.
- Facility to generate Advocate wise, Case wise Stage wise, Court wise, Value range wise reports at various administrative level. The reports may be customized further, as per statutory, regulatory or Bank's requirements.
- There should be a provision at the Head Office level to create a new reports or statements that are not included in any predefined list.

6. Lok Adalat:

6.1 Provide Alerts for upcoming Lok Adalat.

6.2 Identification of accounts based on parameters provided.

6.3 Generate editable notices as per the format with details of accounts, date of Lok Adalat etc. by Branch / ZO/ HO.

6.4 Provision to generate notices in vernacular language.

6.5 Service of Lok Adalat Notices–Template based process system.

6.6 Template based permission Note for settling accounts before Lok Adalat from Branch to Competent Authority. (Based on parameters). Permission proposal shall be routed through Application Software.

6.7 Uploading decision of committee in the system with terms & conditions such as period of installments, amount, and ROI by competent authority to Branch.

6.8 Provision to capture the spot payment in the OTS from CBS.

6.9 Provision for uploading award passed in Lok Adalat.

6.10 Details of Lok Adalat Settlement (parameters shall be provided)

6.11 Post Lok Adalat process Flow.

6.12 Flow process as in the case of EP in Civil suit.

6.13 Sending reminders to the Branch based on agreed settlement.

6.14 Sending reminders and alert through mail and SMS to the parties in settled account for payment as

per the Lok Adalat Award.

6.15 Capturing recovery on periodical basis in such accounts settled in Lok Adalat.

6.16 Providing list of defaulted settled cases in making payment as per the award.

6.17 Reporting system to Sanctioning authority on Lok Adalat Settlement to be configured.

6.18 Auto generated notices to defaulted parties on failure of OTS.

6.19 Capturing status of closure of settled accounts.

6.20 Enabling provisions to be made if required to be operationalised.

6.21 MIS Reports: Configuration of MIS Reports as per format to be provided by the Bank.

7. <u>Wilful Defaulter Module:</u>

Identification / Marking of eligible accounts

7.1 Application Software will automatically capture eligible NPA Accounts (from CBS) in the Wilful Defaulter Module at the end of Month as per pre- configured parameters.

7.2 Branch Officials will identify the accounts in this module online by selecting appropriate reason of wilful default or no wilful default (as mentioned in RBI Circular/Bank Guidelines).

7.3 Reverse Integration with CBS for marking of Identified wilful defaulter accounts/Not Identified Wilful defaulter accounts in the CBS on the basis of identification done in the wilful defaulter module of application software.

7.4 Reminder email to be sent to Branch/ZO Officials for completing the exercise of identification of wilful default.

7.5 Report generation shall contain the information based on inputs provided.

7.6 Provision to upload recommendations, supporting documents, orders passed, Show Cause Notice issued, representation received, photograph publications etc.

7.7 Generation of Annexure and other Notices from the module as per Bank formats. (Information from CBS and other Modules of Application software shall be captured. In case of non-availability of information/data, provision to provide fields for manual entry of such data).

7.8 Those accounts which have been identified as wilful defaulter by Branch/ZO, Annexure with proposal shall be initiated by Branch/ZO for such accounts through Module and such proposal shall be submitted to FGM Office/H.O. with Branch/ZO recommendations.

7.9 Provision to upload signed Annexure and other supporting documents.

7.10 Upon receiving of recommendation from the Zone, FGM/ HO office shall put up a note to Wilful Defaulter Committee (WDC), for issuance of 21 days' Show Cause Notice to borrower/ guarantor/ promoter/ director/ persons who are in charge and responsible for the management of the affairs of the entity, if the Wilful Defaulter Committee (WDC) concur the recommendation of the Zone.

7.11 FGM office/ HO shall communicate the decision of Identification Committee to Zone

7.12 Zone shall issue the SCN as per Appendix-V to the borrower/ guarantor/ promoter/ director/ persons who are in charge and responsible for the management of the affairs of the entity.

7.13 If the borrower/ guarantor/ promoter/ director/ persons who are in charge and responsible for the management of the affairs of the entity raises objection to SCN, Zone to send point wise reply.

7.14 Zone shall recommend the matter to FGM Office/HO for further proceedings, after reply has been sent or if the borrower/ guarantor/ promoter/ director/ persons who are in charge and responsible for the management of the affairs of the entity does not raise objection then after expiry of 21 days' of SCN.

7.15 FGM Office/HO shall put up a note to Wilful Defaulter Committee for decision/order on the declaration as Wilful Defaulter.

7.16 If the WDC decides to declare the borrower/ guarantor/ promoter/ director/ persons who are in charge and responsible for the management of the affairs of the entity as WD, 15 days' Notice is to be issued to the borrower/ guarantor/ promoter/ director/ persons who are in charge and responsible for the management of the affairs of the entity by the Convener of Identification Committee with Reasoned Order as per Annexure for submission of representation before the Review Committee for Wilful

Defaulter.

7.17 If the borrower/ guarantor/ promoter/ director/ persons who are in charge and responsible for the management of the affairs of the entity raises objection to SCN, Zone to provide point wise reply of the objection raised for placing before the Review Committee of Wilful Defaulter.

7.18 If the borrower/ guarantor/ promoter/ director/ persons who are in charge and responsible for the management of the affairs of the entity raises objection or does not reply to the SCN, Zone shall recommend the matter to FGM Office/ HO for further proceedings.

7.19 The Review Committee shall provide an opportunity for a personal hearing to the borrower/ guarantor/ promoter/ director/ persons who are in charge and responsible for the management of the affairs of the entity. However, if the opportunity is not availed or if the personal hearing is not attended by the borrower/ guarantor/ promoter/ director/ persons who are in charge and responsible for the management of the affairs of the entity, the Review Committee shall, after assessing the facts or material on record, including written representation, if any, consider the proposal of the Identification Committee and take a decision.

7.20 A final note shall be put up to Review Committee with objections of the borrower/ guarantor/ promoter/ director/ persons who are in charge and responsible for the management of the affairs of the entity, if any, for review of decision of the Identification Committee for Wilful Defaulter.

7.21 The decision of the Review Committee shall be then communicated to the borrower/ guarantor/ promoter/ director/ persons who are in charge and responsible for the management of the affairs of the entity with Reasoned Order as per Annexure

7.22 Concerned Zone shall issue notice for photo publication of wilful defaulters.

7.23 Copy of notice and newspaper publication, if any, shall be provided to HO L & R Department for record within 3 days from publication.

7.24 Auto marking in Finacle TIPS 2 Menu as "Y" along with date of wilful declaration after declaration of account as wilful defaulter along with the cust ID of customer/s who were declared as wilful defaulter.

7.25 System to provide list of cases where paper publication has been done during various stages of Wilful Default.

7.26 Enabling provisions to be made for Zone recommendations change in process of sending notices through Zones and Generation of Committee Notes from the System.

7.27 Configuration of MIS Reports/Statutory reports of RBI/Ministry, of Wilful Defaulter module, as per formats to be provided by the Bank.

7.28 Configuration of alerts in the form of Email/SMS to be sent to Zonal Officials for completion of various steps of wilful default process to be configured as per Bank requirement.

7.29 Wilful Defaulter Module linkage with CBS / India post Website.

7.30 Linkage of Wilful Default Module with External websites to track status of wilful default declared by other banks in case of consortium accounts.

7.31 Separate Page/Menu option to be configured for comparison of SOP of wilful defaulter as per Bank guidelines with remaining actions/steps required to be taken in the wilful default declaration process and gaps thereon.

7.32 **MIS Reports of Wilful Defaulter Module:** Configuration of Wilful Defaulter Notices / Annexure Identification committee Orders / review committee orders / Identification Committee Notes / Personal Hearing Notes/Minutes of the Meeting/Other office Notes related to different steps of wilful defaulter and other MIS reports of wilful defaulter to be configured as per formats provided by the Bank.

7.33 Monthly report of Wilful Defaulter greater than 25 Lacs to submitted to CIC as per the format provided by Department.

8. <u>**Valuation in NPA Accounts:**</u>
Data Requirements: From CBS / other modules of the Solution

Process Flow

8.1 Capturing NPA accounts backed by securities from CBS

8.2 Capturing Valuation details in NPA accounts from CBS

8.3 Sending periodical reminders and alerts where valuation and periodical valuation to be taken.

8.4 Once Branch / Zone User updates the valuation details in the CBS, user in Valuation Module will press the refresh button to fetch valuation details from CBS in real time basis.

8.5 Provision for Branch/ Zone justification where valuation not to be taken Confirmation by Zone / Head Office.

8.6 Capturing actions taken against Valuer by offices in case of large variation in valuation.

8.7 Uploading multiple valuation report as per requirement of bank guidelines.

8.8 Uploading of Bank's approved empanelled Valuer.

8.9 If there is depletion in the valuation of more than 30% as compared to valuation at the time of sanction, intimation to conduct CADS committee as per bank guidelines. And generation office note on pre approved format.

8.10 <u>Alerts, Emails to be sent at various stages of process:</u>
   a) Email to offices for taking valuation of securities.
   b) Email to Bank's approved Valuer for submitting pending valuations.

8.11 <u>Reports</u>: BO / ZO /HO wise report-
   a) List of NPA account back end by securities & Number / Type of securities.
   b) List of Securities with date of valuation.
   c) Valuer wise properties pending for valuation.
   d) List of properties where valuation not taken with justification by the branch.
   e) List of properties where large variation in valuation observed & action taken against Valuer.
   f) Other MIS Reports of valuation module to be configured as per Bank Format.

9. **Insurance of Securities in NPA Accounts:**
Data Requirements: From CBS / other modules of the Solution
Process Flow:

9.1 Capturing NPA accounts backed by securities from CBS

9.2 Capturing Insurance details in NPA accounts from CBS

9.3 Sending periodical reminders and alerts where insurance and periodical insurance to be taken.

9.4 Uploading copy of insurance policy

9.5 Once Branch / Zone User updates the Insurance details in the CBS, user in Insurance Module will press the refresh button to fetch Insurance details from CBS in real time basis.

9.6 Provision of Branch justification where insurance may not be required.

9.7 Confirmation by Zone.

9.8 <u>Alerts Emails to be sent at various stages of process:</u>
   a) Email to respective offices for renewing insurance in case of insurance expired / not taken
   b) Email to insurance agent for pending insurances.

9.9 <u>Reports</u>
   a) List of NPA account back end by securities & Number / Type of securities.
   b) List of Securities with date of insurance.
   c) Insurance agent wise properties pending for insurance.
   d) List of properties where insurance not taken with justification by the branch.
   e) Other MIS Reports related to Insurance Module to be configured as per requirement of the Bank on provided specified formats.

10. **Outsourcing Agencies:**

Outsourcing Agencies means – Enforcement Agencies (EA) / Detective Agencies (DA) / Seizure Agencies / Advocates/Recovery agency or any other similar agency engaged by the Bank. Detailed process flow / MIS Reports for each type of outsourcing agency to be configured in the module are mentioned as under:

Enforcement Agencies

10.1 Guidelines for engagement of Enforcement Agencies as per policy to be configured in the Module.

10.2 Process flow for utilization of services of Enforcement Agencies engaged by other zonal offices/FGMO to be configured.

10.3 Competent authorities for empanelment of Enforcement Agencies to be configured.

10.4 List of accounts / task allocated to Enforcement Agencies as per parameters defined in the policy, shall be maintained in the Module. Work done by Enforcement Agencies to be captured & verification is to be done by the competent authorities. Necessary validations in this regard to be configured in this Module.

10.5 Empanelment of Enforcement Agencies - Permission process to be configured as per Bank Guidelines.

10.6 Criteria for allocation of accounts to Enforcement Agencies to be configured as per Bank Guidelines.

10.7 Process flow for withdrawal of accounts from Enforcement Agencies and their Depanelment as per Bank guidelines to be configured.

10.8 Details of Authorized Officers of the Bank shall also be maintained in the Module.

10.9 Guidelines related to payment of fees to be configured as per Bankpolicy. GST on fees shall be calculated in the module itself.

10.10 Process flow of routing/revert/approval of Bills of Enforcement Agencies to competent authority shall be configured in the Module along with Provision to upload the Bills.

10.11 Review and monitoring of Enforcement Agencies from the Module. Capturing details of quarterly meetings held with Enforcement Agencies and Zonal Office.

10.12 Annual performance review of Enforcement Agencies shall be done through module as per specified format of the Bank. Zone will send the quarterly statement to H.O.

10.13 Maintaining details of documents executed by the empanelled Enforcement Agencies. Provision to upload such documents in the Module.

10.14 MIS Reports for Enforcement Agencies:

(a) Assignment of task letter issued to Enforcement Agencies.

(b) Generation of various Documents / Agreements / Undertakings to be executed with Enforcement Agencies from the Module.

(c) Progress report in respect of accounts allocated to Enforcement Agencies.

(d) Review of Performance of Enforcement Agencies.

(e) Zonal office wise Report on fees paid to Enforcement Agencies.

(f) Consolidated Master report of Enforcement Agencies.

(g) Configuration of other MIS Reports related to Enforcement Agencies as per formats to be provided by the Bank.

Detective Agencies

10.15 Engagement of Detective Agencies – Empanelment process to be configured as per Bank Guidelines.

10.16 Details of empanelment of Detective agencies to be captured in the module.

10.17 Competent authorities for engagement of Detective agencies to be configured. List of accounts / task allocated to Detective agencies as per parameters defined in the policy, shall be maintained in the Module. Work done by Detective agencies to be captured & verification is to be done by the competent authorities. Necessary validations in this regard to be configured in this Module.

10.18 Process flow for withdrawal of accounts from Detective Agencies and their Delisting/Depanelment as per Bank guidelines to be configured.

10.19 Guidelines related to payment of fees of Detective Agencies to be configured as per Bank policy. GST on fees shall be calculated in the module itself.

10.20 Process flow of routing/revert/approval of Bills of Detective agencies to competent authority shall be configured in the Module along with Provision to upload the Bills.

10.21 Review and monitoring of Detective agencies from the Module.

10.22 Annual performance review of Detective agencies shall be done through module as per specified format of the Bank. Zones will send the quarterly statement to H.O.

10.23 Maintaining details of documents executed by the empanelled Detective agencies. Provision to upload such documents in the Module.

10.24 Time frame for submission of Detective Agencies report along with penalty on delay in submission of reports shall be configured as per Bank policy. Provision to upload Detective Agency report with supporting documents.

10.25 MIS Reports for Detective Agencies:
   a) Application for empanelment of Detective Agency
   b) Generation of various Documents / Agreements / Undertakings to be executed with Detective Agencies from the Module.
   c) Progress reporting respect of accounts allocated to Detective Agencies.
   d) Review of Performance of Detective agencies.
   e) Zone wise Report on fees paid to Detective Agencies.
   f) Consolidated Master report of Detective Agencies.
   g) Configuration of other MIS Reports related to Detective agencies as per formats to be provided by the Bank.

Seizure Agencies

10.26 Capture all Vehicle Loan and movable assets NPA accounts, wherever vehicles have been taken as security and provide the same in maker, checker configuration for examination of eligibility and creating record based on eligibility marked by the user for both eligible and not eligible markings.

10.27 Generation of Notices from the Module and provision to capture details of Service of Notice and automated tracking of Delivery. Provision to upload signed copy of Notice.

10.28 If not uploaded, reminder mail to Branch under copy to next higher office.

10.29 If not uploaded even after reminder, reporting system to increase authority sequentially with each reminder. (Escalation Matrix to be configured).

10.30 Appointment of Seizure Agency through Portal.

10.31 Fetching Insurance, Valuation details of vehicle and generation of necessary alerts.

10.32 Communication to RTO and Local Police authorities on seizure and capturing details thereof and uploading the documents so generated.

10.33 Generation of modifiable Sale Notice, issuance, capturing details and uploading of the generated notice.

10.34 Reminder system for issuance of sale notice.

10.35 Capturing auction details and maintaining auction history.

10.36 Generation of Periodic alerts on exceeding of 60 Days from date of seizure and vehicle not sold in predefined template.

10.37 Capturing recovery made by way of auction and/or otherwise from CBS or other modules of application.

10.38 Process flow for balance recovery or closure of account.

10.39 Configuration, freezing and storage of various periodic reports/MIS as per pre-provided templates of the Bank.

10.40 Separate Page/Menu option to show comparison with SOP (As per Bank Guidelines) and remaining Seizure and sale actions/steps taken with timeline for the record (customer-wise).

10.41 Format of seeking quarterly information from Branches/ZO to be configured for preparation of quarterly note to be placed to Higher Authorities.

10.42 Capture detail of e auction and maintain record of auction.

10.43 Capturing and Uploading detail of insurance and valuation report.

10.44 Reports to be configured: Zone / Branch wise summary and detailed record wise reports with

required fields of: -

a. Records pending for examination
b. Identified Records eligible/not eligible for action under sale and seizure of vehicle.
c. Report capturing different stages of vehicle sale and seizure.
d. Report for records where escalation has happened due to in action / delayed action.
e. Report for expenses incurred during seizure and sale.
f. Report for records where valuation for auction of vehicle is not in place.
g. Report for vehicle storage details and with respective time period and workflow.
h. Report on actions taken by seizure and disposal agents and cases assigned or any other relevant information.
i. Report for records where relevant notices are pending for action, taking in account the timeline provided for such notices.
j. Review and validation / approval mechanism for actions taken by recovery agent.
k. Other MIS Reports as per requirement of the Bank.

10.45 Mobile Application usage:

1. Mobile Application should be available for the surveyor for timely updation of valuation reports of vehicle and other information required by bank.

2. Mobile application should be available to Seizure agencies helping in seizure of vehicle and related actions.

Recovery Agency/Agents:

To implement a comprehensive Recovery Agency Module that facilitates efficient management, monitoring, and reporting of recovery actions undertaken by empanelled recovery agencies for NPAs.

Functional Requirements

Recovery Agency On boarding
- Digital on boarding of recovery agencies with KYC, empanelment documents, and approval workflows.
- Role-based access control for agency users.

Case Allocation & Tracking
- Automated and manual allocation of NPA accounts to recovery agencies.
- Case tracking dashboard with status updates, follow-up history, and action timelines.

Communication & Documentation
- Secure messaging and document exchange between bank officials and recovery agents.
- Upload and storage of recovery notices, legal documents, and field reports.

Recovery Actions Logging
- Logging of field visits, borrower interactions, and recovery attempts.
- Integration with geo-tagging and time-stamping features.

Payment & Incentive Management
- Calculation of recovery agency fees/incentives based on recovered amount and timelines.
- Integration with bank's CBS for disbursement.

Compliance & Audit Trail
- Audit trail of all actions taken by recovery agencies.
- Alerts for non-compliance with RBI guidelines and internal policies.

Reporting & Analytics
- MIS reports on recovery performance, agency-wise recovery trends, and account status.
- Dashboards for senior management and regulatory reporting.

Technical Requirements
- Web-based and mobile-compatible interface.
- Integration with bank's core systems (CBS, legal module).

- Secure API framework for data exchange.
- Role-based access and data encryption.

Regulatory & Legal Compliance
- Adherence to RBI guidelines on recovery agents.
- Data privacy compliance as per IT Act and bank's internal policies.
- Mechanism for grievance redressal and borrower feedback.

Insolvency Professionals (IPs)

10.46   Classification of Empanelment of IPs on the basis of Debt Size, No. of years of Experience, Location Experience and Debt Size Handled.

10.47   Provision to upload list of empanelled IPs in the Software.

10.48   Zone will submit feedback form for Insolvency Professional appointed as Resolution Professional / Liquidator on completion of CIRP and Liquidation Process or earlier if anything adverse is observed against such IP.

10.49   Provision to issue notice for Depanelment to IPs based on adverse feedback received from Zone.

10.50   Configuration of Parameters / Competent authorities as per Bank Guidelines for utilization of services of Insolvency Professionals.

10.51   Periodic review of Insolvency Professionals based on feedback received from Zone.

10.52   Configuration of various MIS Reports for Insolvency Professional Module as per formats to be provided by the Bank.

Advocates

10.53 **Empanelment of Advocates**
- Module for empanelment of advocates by Head Office
- Uploading of documents of advocates for empanelment
- Capturing of all details of advocate
- Issuance of empanelment letter
- Appointment of advocate as standing council and making of cooling period in the system.
- File processing, tracking and management.

10.54 **Review of Advocates**
- Module for review of advocates by Head Office
- Performance of advocates
- Details of work allotted.
- Details of professional fee approved (both as per schedule & beyond schedule)
- Discontinue/ Continue of services.
- File processing, tracking and management.

10.55 **Depanelment of Advocates**
- Module for depanelment of advocates by Head Office
- Issuances of show cause notice to advocate by zonal office
- Depanelment letter.
- File processing, tracking and management.

10.56 **Other requirements**
- Statement of Progress of Suits Assigned to Advocate and Comparison of Performance of Advocates.
- The Application software should maintain Advocate master data with address, email, Mobile no details and assign multiple branches and multiple cases at various Zones.
- Facility to monitor Advocate wise cases with age wise value and expense detail at various administrative levels before assignment of fresh cases
- Facility to create Advocate master with address, email, mobile number details and to assign multiple branches and multiple cases at HO, Zonal Office levels and enable comparative analysis of various advocate's value-wise, age-wise expenses and adjournments for effective monitoring.

- The Application should provide the functionality to create Advocate master data with address, email, mobile number etc. and to assign multiple branches and multiple cases at HO, Zonal office levels
- The Application should provide the functionality to enable comparative analysis of expenses of various advocates and the details of adjournments in various cases allotted to them for effective monitoring
- Configuration of MIS reports of Advocate Module as per format to be provided by the Bank.
- Advocate fee file processing, tracking and management for advocate and controlling office.

10.57 Advocate performance index

- Based on the feeded details the system should automatically generate the performance index of each and every advocate such as cases won/ lost, adjournments taken, hearing attended by self/ proxy, Success rate etc

10.58 Advocate Bill:

- **Case Assignment Notification:** The case will be assigned to an advocate by the Zonal Office (ZO), Field General Manager Office (FGMO), or Head Office (HO) user. Upon assignment, the advocate will receive an automated notification through the application.
- **Bill Upload by Advocate:** After submitting the plaint, the advocate must upload their bill via the application. The bill must include essential details such as the case number and suit amount.
- **Bill Review and Sanction Process**
  - The uploaded bill will be routed to the concerned branch user for initial review.
  - Based on the bill amount, the branch will forward it to the appropriate authority at ZO/FGMO/HO.
  - The competent authority will process the sanction as per the module's defined workflow.
  - Once sanctioned, the approved amount will be credited to the advocate's account through CBS integration.
- **Sanction Intimation:** The advocate will receive a notification confirming the sanction of their bill.

10.59 Enforcement Agency/Detective Agency/Seizer Agency/Recovery Agency bill:-

- The case will be assigned to an agency by the ZO/FGMO/HO user. The agency will receive a notification regarding the case assignment.
- Agency must upload their bills through the mobile application and shall update about development of the case.
- The bill will be referred to the branch user, who will then send it to the ZO/FGMO/HO based on the bill amount. The competent authority will provide sanction according to the module's functionality. The amount will be credited to the advocate's account after being push into the CBS.
- Intimation of bill sanction shall send to agency.

10.60 Other Requirements (Common for all Outsourcing Agencies)

- Providing App to Outsourcing Agencies for capturing / entry of details of recovery and monitoring / progress of task assigned / details of progress of allocated work/task.
- Capture age wise list of EA/SA where no recovery made.
- Sending reminders / alerts on completion of terms as per appointment.
- Dashboard showing total out sourcing agencies and allocation of accounts along with recovery made by such agencies and status of completion of task allocated to Enforcement and Detective agencies.
- EA/seizer agency bill must be claimed through application and shall also sanction by competent authority through the module. Accordingly push sanction data into CBS and amount will be credited.

11. Gold Loan:

- **Automated Data Integration:** Seamlessly fetch and integrate customer basic details, facility information, securities, outstanding amounts, and other relevant data from the Bank's MIS/Finacle system.
- **Dynamic Dashboard Display:** Automatically capture and present all integrated data on the user's dashboard for real-time monitoring and decision-making.
- **Annexure Management:** Auto-generate required annexures within the module and enable uploading of duly signed copies directly into the system.
- **Valuation Tracking:** Record valuation details along with comprehensive information about the appointed valuer.
- **Auction Publication Documentation:** Maintain records of all auction-related publications, including documentation for private auctions of gold loans.
- **Auction Result Capture:** Log auction outcomes, including buyer details and final bid amounts.
- **Automated Reminders:** Send timely alerts and reminders to branch users to ensure adherence to prescribed timelines for conducting gold auctions.
- **Recovery Agency/Agents:** To implement a comprehensive Recovery Agency Module that facilitates efficient management, monitoring, and reporting of recovery actions undertaken by empaneled recovery agencies for NPAs.

- Reports required:
  1) Sale of Gold in Gold Loan account including date of NPA as per format provided by department
  2) Recovery Received in Gold Loan as per format provided by Department

12. CGTMSE/ECGC & Other credit guarantee claim
- Provide end to end procedure for monitoring credit guarantee/ECGC claim and capture information to mark NPA with respective credit guarantee/ECGC agency.
- Upload and capture information to file Report of Default (ROD) with ECGC within timeline.
- Generate Recall notice and capture information.
- Reminder Branch/Zone to file claim form with credit guarantee/ECGC within timeline and capture information.
- Capture information about receive claim and their appropriation. Also note the information, any amount return to agency/ECGC.

13. Potential Assessment of Recoverable Accounts:

13.1 Potential assessment of recoverable NPA Accounts shall be done mainly on two parameters i.e. Quantitative and Qualitative Parameters.

13.2 **Quantitative Parameters** will mainly include SARFAESI action initiated, DRT Suit filed, account eligibility for General OTS Scheme, Wilful Default/Fraudulent angle examined, Auction status under SARFAESI, Financial Net-worth of Borrowers/Guarantors, Properties detected by Detective Agency, whether account decree or not, properties available in linked accounts, credit available in Saving or FD Accounts, CIBIL Status, Critical Amount Due, Allied Concerns/Family account details, Consortium/Multiple Account Details etc.

13.3 Further, quantitative parameters related to Customer shall also be fetched from internal/external portals just as CBS/Public Domains/Govt. Sites etc. to know other relevant details of the Customer.

13.4 **Qualitative Parameters** will mainly include Visit Report details, Branch Manager Personal assessment regarding repaying capacity of the Borrower, Whether Property is clearly demarcated, any details regarding legal dispute, In case of death of the Borrower – repaying capacity of the Legal Heirs, Whether Borrower maintaining current account or availing facility from other Bank, Status of account and outstanding visa vis sanctioned limits with other Consortium member Banks, Current Status of activities, Status of Physical Verification of securities/immovable properties or any other subjective information which may influence recovery in the NPA Account.

13.5 Based on quantitative and qualitative parameters, 360 degree customer analysis and assessment in terms of recovery shall be done and NPA account shall be ranked on the basis of potential recovery

expected in the account and by using artificial intelligence, this Module will give indicative recovery actions on priority to be taken for recovery/resolution of account in least possible time and by incurring less expenses.

13.6 Graphical dashboard of potentially recoverable accounts shall be shown in terms of different parameters used in the assessment.

13.7 Configuration of various reports for potentially recoverable accounts to be configured as per formats to be provided by the Bank.

13.8 **Configuration of One – Pager Menu option** for potentially recoverable accounts as well as other NPA Accounts.

    (a)   Generation of One-Pagers from this Menu Option.

    (b)   Mapping of different fields of One-Pager Report needs to be done with all modules and CBS for data reflection in one pager.

    (c)   In order to enquiry about one pager of a particular account, user needs to go to one pager module and enter Cust ID of customer.

    (d)   Details of that particular Cust ID will be reflected in given one pager format.

    (e)   Separate columns to be provided for manual entering of data in One-Pagers.

    (f)   Configuration of MIS reports of Potential Assessment of Recoverable Accounts as per formats of the Bank.

14.   Review Sheets / Monitoring & Review

➢ **Review Sheets**

It shall be done as per following customized reports of buckets of NPA/TWO Accounts. Grid of eligible NPA Accounts shall also be shown in the front end.

(a) Review sheets of Top 100 NPA/TWO accounts with reference to book o/s in each Asset category.

(b) NPA/TWO with Outstanding Balance of more than Rs.5.00 Crore.

(c) NPA/TWO with Outstanding Balance of more than Rs.100.00 Lakh and up to Rs. 5.00 Crore.

(d) NPA/TWO with Outstanding Balance of more than Rs.25.00 Lakh and up to Rs.100 Lakh.

(e) NPA/TWO with Outstanding Balance of more than Rs.10.00 Lakh and up to Rs.25.00 Lakh

(f) NPA/TWO with Outstanding Balance of Rs. 10.00 Lakh and below

➢ **Monitoring**

- **Monitoring progress of recovery agents.**

- **Monitoring on the basis of recovery actions:** Monitoring of different recovery actions taken, pendency and achievements of recovery targets. Separate menu option/page showing pre-defined recovery actions required to be taken and actions taken till date and Gaps in such cases.

- Data from other modules shall be fetched to show Borrower-wise/ Account-wise comparison of recovery actions taken.

- Generation of Triggers/reminders to field functionaries on non- completion of recovery actions as per Bank Guidelines.

- Generate a report recovery receive in Fraud declared accounts for particular period.

- **Monitoring on the basis of Recovery Targets:**

    (a) Each Branch/ZO shall be monitored on the basis of Targets set for recovery actions. Configuration of separate menu option for this purpose.

    (b) MIS Reports of Gaps and achievements in Targets to be generated from the Module.

    (c) Reports of Branchwise, Upgradation, Cash recovery and TWO Recovery should be available

- **Monitoring of Transfer of NPA/TWO accounts to Asset Recovery Branches (ARBs)**

    (a) Option for marking for transfer of accounts to respective *Asset Recovery Branches (ARBs)* in the Module.

(b) Checklist of accounts transfer to be filed in the Module before marking of Account transfer.

(c) Queries and replies regarding the account transfer should be through the module along with supporting document.

- **Separate Feedback menu option** for online submission of field functionaries' feedback/suggestions/issues being faced by them in different modules. Tracking of submitted feedback/issues and marking of same by H.O. Officials. Provision to return submitted suggestion/feedback for further information required to reply the submitted suggestion. Configuration of MIS Reports for feedback submitted by field functionaries.

15. **General Terms / Provision for all Modules:**
    - Linking of new application software with Bank's existing Portals - CBS, HRMS, NIdaan (For existing Data Extraction), NPA Module (For existing Data Extraction) etc.
    - Linking with external Portals / Websites through API i.e. CERSAI, CIBIL, DRT, DRAT, NCLT, NCLAT, Consumer Forum website, MCA, ROC, E-Courts etc.
    - Wherever there is a need of sending any kind of notice, letter or any other documents, it must be signed digitally by the Authorised Officer post approval and POD has to be uploaded in the Module for real time tracking of the document.
    - There should be details of recovery from Guarantors asset be present in the portal.
    - All the reports must be generated in multiple formats like MS Word, Excel, PDF etc.
    - Artificial Intelligence be incorporated in the modules as per bank guidelines.
    - **Mobility Apps:**
    - Mobility Apps for Advocates, Outsourcing Agencies, field functionaries (for SARFAESI & Recovery Module) shall also be provided.
    - Mobile application should support Android, IOS with latest version.
    - Chat bot facilities should also be available for summarize the case.
    - Capture visit details of Staff/recovery Agent to NPA borrower address and generate payment link as per requirement of user/borrower.
    - Assigning the cases, updates on cases and bill invoice has to be done through the Mobile.
    - All Modules will be interlinked with each other and any information/data required shall be first checked with other modules to minimize repetitive data entry.
    - MIS Reports for all the modules of Application Software to be configured as per different formats to be provided by the Bank.
    - Mobile App to be provided to Advocates, Branches, ZO, Outsourcing Agencies for completion/tracking of actions/ monitoring as per requirements of different modules of application software.
    - Standard horizontal format of fields to be selected shall be pre-configured.
    - In case selected fields are more, the report shall be generated in the Excel format.
    - Auto alert and reminder system for non-furnishing information in the form of reporting.
    - Data in existing portals of the Bank should be available in the new Application Software as per requirement of the Bank.
    - Any ancillary and incidental changes including statutory and regulatory requirements shall be implemented without any additional cost.
    - User Mapping and process flow with respect to offices or individual shall be done as per requirement of Bank, which is subject to change from time to time at no additional cost to Bank.
    - **Real Time / API Integration**

The Proposed Solution must have the capability to be integrated through API/ DB Link/ Web services, with various Internal Modules, Middleware and Third party Software products as will be decided by the Bank.

#List of APIs (Tentative)

1) API Integration with CBS
2) API Integration with LOS (Loan Originating System)
3) API Integration with Litigation Management System
4) API Integration with E-Mail Server

Bank reserves right to integration the NPA & Recovery management solution with any other application/ APIs / portal / module as decide by bank. Bank will not provide APIs (except CBS related) as the same will be provided by vendor wherever applicable.

16. Other Aspect:-

A. Trails & Disposition Uploads
Full customer history to be maintained with all follow-up actions taken, all responses entered by every level (Branch, Zonal office, third party vendors etc.) with full audit trails of the customer actions and follow-ups to be done. This should also have feasibility to capture dates of action taken for tracking purpose. At any stage, full customer history to be pulled up.

B. Geo Tracker & Geo Tag
Ability to display and check the geo location of each and every Agents / Employee whose ID is created on this Platform. Real time dashboard with location to be generated. Also ability to identify shorter routes between different set of customers planned to visit for a day.

C. Customer Communication & Notifications
System should have an option to send communication under various channels with single click for the ease of telecaller and internal employees. Channels as below to be made live on single click-

➢ SMS / EMAILS (Welcome SMS / Payment reminder / Successful Payment Ack.)
➢ Payment link for collection of dues.
➢ Legal Notice
➢ Issue receipt for money received
➢ Intimation for customer to update / add their contact details etc.

D. Customized Admin Rights
Ability for third parties to have restricted viewing of screens and enter data such as legal units, Enforcement agencies, Recovery agencies etc. Functionality to exist for direct upload and also system to create an approval process with approval master maintained at front end to allow changes as per requirement.

E. Account Search & Customer 360 Degree View
Enablement of One View Screen in Application depicting complete basic customer financial / demographic details for employee / FOS / Vendor ready reckoner.

F. User Management
Application should have a complete User Management module to manage users viz-a-viz user creations, deletion, read/ write, block/unblock, edit/modify etc. Application will be used on checker/maker concept. Application should have capability to manage tentative Users is as follows:-

Sr No	User	User Type	Expected users

1	Staff	Web portal/Mobile App/PWA	10000
2	Advocate	Mobile App/PWA	1000
3	Enforcement Agency/ Detective Agency/Seizer Agency/ Recovery Agency	Mobile App/PWA	1000

G.   Vendor Management & Complaints Desk

1. Ability to create ID for recovery agents / EA / Advocates or any other service provider and to track any complaints from there end by enabling complaint tab with pre-defined TAT matrix. Multiple reports to be generated from front end as per requirement for agency / vendor productivity tracking. Ability to create / raise ticket request with escalation matrix from vendor end / Employee End w.r.t to allocation / settlement etc. with reports enablement for tracking.

2. The proposed module shall comprise of web user interface and its mobile app for End to End collection solution for cases pending before different Courts/Tribunals/Forum and process automation of all the legal actions initiated by the Bank.

3. The proposed module shall be integrated with Bank's CBS for pulling and updation of all the available data at pre-defined level.

4. The proposed module shall be capable of integration with all the Bank's branches. Zones, FGM Offices, Head Office, Advocates etc. Further, the System shall be capable of integrating any other agencies/offices/departments in future.

5. All the outside Vendors/Advocates/Agencies shall be able to connect to the proposed module through mobile app. Further, the right controlled access shall be allowed to them along with dashboard of their actions taken and pending.

6. The proposed module shall provide various performance dashboards and MIS reports on real time basis.

7. Module wise technical, functional and user manuals shall also be provided. Reference material shall also be provided for training and UAT.

8. The proposed module shall be deployed with proper security features as per standards and procedures, Bank's IS Policy and in line with prevailing industry standards.

9. Any changes/additions suggested by regulators, Bank's internal or external auditor, UAT team etc shall not be treated as a new requirement.

10. The proposed module shall be capable of sending automated reminders through SMS triggers, Email Triggers, Notices etc to the personnel responsible for feeding/updating case status in the module.

11. Requirement for the proposed module shall be as under:

S. No.	Features
1.	**SUIT FILING WITH DRT**:

	The same shall consist of two fields i.e. details pertaining to Original Applications pending before Presiding Officers of DRTs and Recovery Proceedings pending before Recovery Officers of DRTs.
2.	**APPEALS PENDING BEFORE DRAT:** The same shall consist of details pertaining to Appeals pending before DRATS against order of DRTs.
3.	**SUIT FILING WITH CIVIL COURTS:** The same shall consist of two fields i.e. Civil Suits pending before Civil Courts and Execution Petitions pending before Civil Courts. Further, the module shall send a trigger to the personnel responsible to immediately file Execution Petition before Civil Court once the case is decreed.
4.	**SUIT FILING WITH NCLT(IBC PROCEEDINGS):** The same shall consist of details pertaining to CIRP (Corporate Insolvency Resolution Process) and Liquidation proceedings, PIRP (Personal Insolvency Resolution Process), PPIRP (Pre-Packaged Insolvency Resolution Process), Details w.r.t. IRP etc.
5.	**CASES FILED UNDER SECTION 138 N.I ACT:** The same shall consist of details pertaining to cases filed under section 138 N.I Act by the Bank before Criminal Courts.
6.	**DIGITAL PERFORMANCE INDEX OF ADVOCATES:** The same shall consist of criteria through which Bank's Empanelled Advocates Performance will be analyzed and score will be submitted by the Branch/Zone based on individual Advocate's Performance.
7.	**CASES FILED BY/AGAINST THE BANK BEFORE DISTRICT/STATE/NATIONAL CONSUMER FORUM** The same shall consist of cases filed against the Bank pending before District/State/National Consumer Forum
8.	**CASES PENDING BEFORE HIGH COURTS** The same shall consist of cases pending before different High Courts filed by/against the Bank.
9.	**CASES PENDING BEFORE SUPREME COURT** The same shall consist of cases pending before Supreme Court filed by/against the Bank.
10.	**CLAIM AGAINST BANK NOT ACKNOWLEDGED AS DEBT** The same shall consist of claims filed against the Bank before Court/Tribunal/Forum and not acknowledged as debt by the Bank.
11.	**DETAILS W.R.T. WILFULL DEFAULTERS:** The same shall consist of all the details of Willful defaulters declared by the Bank.

12.	**OTHER FEATURES:**
	a) Dashboard for all the aforesaid fields for effective monitoring of cases.
	b) Alerts & Notifications to users for easy tracking of cases.
	c) Name and contact details of Personnel responsible for all of the aforesaid fields to ensure timely updation/feeding of cases/details.
	d) Search Filter Options on Multiple Parameters.
13.	**MOBILE APPLICATION:** Mobile App for feeding/updating of case details by the panel Advocates/Bank staff
14.	**CUSTOMER INFORMATION:** Extensive Borrower Information which shall consist of Borrower Basic data, Guarantor details, Legal Heirs of Borrower/Guarantor, Collateral/Security Details etc.
15.	**INTEGRATION CAPABILITIES:** Readily Integration Adaptors: CBS, LMS, SMS, E-Mail etc.

17.   Technical Requirement:

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

1. The solution is to be implemented under a separate instance (at each layer i.e. Web, Application, Database) to comply with regulation including data privacy rules/laws. The configuration is to be done as per availability cluster environment setup at DC/DR Sites to achieve 99.9% uptime SLA. The Cluster environment is to be built under each layer i.e. Web, Application & Database Layer so as to ensure high availability.
2. Hardware Infrastructure – All Hardware Infrastructure i.e. Server, Storage space, Load Balancer etc. for the proposed solution will be provided by bank. The solution should be hardware agnostic.
3. Software – Bank will provide Oracle Database Software for all the instances for the respective Centre. It may be noted that the Database should be used as Oracle only as Bank has the Enterprise Agreement with Oracle. Bidder need not to factor this Software in their commercial proposal.
4. Other Associated Software - Bidder needs to factor other associated software license, if any, including Document Management Software license in their commercial as indicated in the commercial sheet. Bidder need to factor implementation & ATS cost accordingly in their commercial proposal.
5. Bidder is required to submit the optimized Infrastructure sizing and ensure correct sizing for all the proposed environment i.e. DC (the Primary Site), DR (The Backup Site), UAT/SIT (at One of the site Primary / Backup).
6. The Bidder is required to design the Solution Architecture so as to optimize the Hardware requirement while ensuring the logical segregation of data for the respective country and time

zone. As the implementation is a centrally hosted at Data Centre, the bidder is to ensure optimal sizing of Load Balancer requirement in both Layers i.e. DMZ & MZ so as to ensure Infrastructure requirements are optimized. Bidder needs to provide options of Load Balancer i.e. Hardware Appliance Load Balancer as well as Software Load Balancer along with technical justification towards both options which will enable Bank to take a suitable decision in this regard.

7. Bidder need to ensure (Vulnerability Assessment and Penetration Testing) VAPT Observations, if any, are complied with for both Application Software component Setup implemented at DMZ & MZ Layer.

8. As a part of Hardware Sizing, Bidder needs to submit year wise capacity planning for the contract period of five years. Bank shall provide necessary input based on the request by the Bidder. Bidder needs to provide the template in this regard.

9. The Hardware sizing, along with Project Implementation Plan, is to be provided within two weeks of acceptance of PO. Any delay on part of the Bidder shall be treated as Delay in Delivery and factored accordingly under the non-compliance to the delivery schedule.

10. Bidder is to submit the solution architecture as a part of the Technical Proposal bid submission by means of diagrammatic/ pictorial representations. The Bidder should provide complete details of the software, DMS and network architecture of the solution offered along with performance matrix including the project plan for go live. Bidder should also provide security set-up proposed in the solution and various layers of risk identification and mitigation measures.

11. The solution is to be integrated with Bank's back-end CBS Finacle 10.x system.

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

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

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

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

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

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

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

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

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

21. The Bidder must provide hand-holding support during roll-out of the Solution.
22. The Solution should have capability for supporting Cloud based processing if required by Bank In future.
23. The bidder has to mention the sizing & capacity requirements for the proposed solution.
24. The Bidder should provide ATS for proposed solution post go-live, including other softwares, associated modules and services required to meet the requirements in the RFP scope. The ATS for entire contract duration shall start from the date of go-live of all module of proposed solution. ATS of 4 years will be considered for commercial evaluation.
25. The solution / software developed or customized should follow a standard development process to ensure that it meets functional, security, at par with Industry coding standards, performance & regulatory requirements of the Bank.
26. The Bidder should comply with the Bank's IT Security policy in key concern areas relevant to the RFP. Some of the key areas are as which are not limited to as under:

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

27. All the patches/fixes, version upgrades of all the software components released by the Principal OSD (Original Software Developer) during the contract period should be provided by the Bidder. The Bidder should ensure implementation of all the patches/ fixes and version upgrades in the production environment to the latest version during the contract period.
28. The Bidder should provide on-site comprehensive warranty for the software solution & produce documentary evidence from software OEM/ OSD of having agreed to provide back-to-back warranty and technical support for its supplied products and related services on the terms agreed between the parties.
29. The solution should check/record/verify authentication of source of each transaction like user IDs, IP address, machine address etc. which is required for audit purpose.

30. The solution should have the capability of supporting security framework in terms of authentication, multi-level authorization, auto log-off, password control, single sign-on audit. The solution should allow administrators to implement access management in a granular manner.

31. The Bidder shall only install or use cryptographic modules based on authoritative standards and reputable protocols (Please refer to the Customer's Cryptographic Key Management Guidelines). The Service Provider shall implement strong cryptography and end-to-end application layer encryption to protect customer PINs, user passwords and other sensitive data in networks and storage. The Bidder shall implement & support encryption when client account and transaction data is transmitted, transported, delivered or couriered to external parties or other locations.

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

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

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

34. All software envisaged is required to be on-premises software licensed to Bank. The bidder should provide enterprise wide, perpetual licenses for the proposed application. All software updates/upgrades during the period of contract have to be provided at no cost to the Bank. All technical support issues related to software like bugs, problems with the product software causing the service disruptions have to be attended as per the SLA terms mentioned in this RFP. It is responsibility of the bidder/ OEM that the software solution shall function at satisfactory level during the period of contract.

35. The non-production environments should have same software setup as deployed in production environment (DC, DR)

36. The Bidder is required to design, size, supply, implement, deploy, parameterize, customize, interface / integrate, train, maintain and manage the end to end solution/ application/ software. This would also envisage DB installation, migrating data, replication, development, user acceptance testing, documentation and support.

37. Any Change management process or upgrade process in Software should not affect the production database or application. No changes should be prescribed in the database or replication.

38. Version Control of software as well as the documentation needs to be maintained

39. Bidder to ensure that delivery of software licenses is made post-availability, racking and stacking (installation/ usable) of hardware.

40. Communication required outside of the bank (e.g.: Any mobile app for end users etc.) it should be a component to be hosted in DMZ.

41. The proposed architecture should not have any vulnerable component or protocol (e.g.: SMB port 445/139 etc.).

42. No freeware allowed in Bank

43. Data integration of the proposed module should be bidirectional.

44. Bank provides VPN (time based and restricted access with approvals), Hence VPN should not be considered as permanent access mechanism for management of the setup by vendor.

45. It is the responsibility of the Bidder to ensure security features viz. transactions logs, audit trail, access control, password control, and report extraction control etc. in line with the IT & Security policies of the Bank.

46. VAPT or Application Security Testing would be done post implementation of security parameters at SIT. In case there is an observation, Bidder is required to perform the necessary changes to comply to the security parameters and requirement as identified during testing within stipulated timelines. Further, closure of IS Audit / VAPT report vulnerabilities etc need to be done on priority by aligning adequate resources.

47. **The application should be developed and meet the following Architecture & Technology requirements:**

❖ Microservices architecture
❖ Containerised deployment (Docker/Kubernetes) compatible with the Bank's private cloud
❖ Modular domain-driven design (DDD) with independent modules
❖ RESTful APIs + OpenAPI specification support
❖ Event-driven architecture for triggers/alerts

Application should support:-

❖ Horizontal scalability
❖ Zero-downtime deployments (Un-plan)
❖ HA/DR configurations
❖ Should have a rules engine for configurable policy validations.
❖ Adoption of modern UI/UX frameworks (Angular/React/Vue).

Application should support following Security & Compliance standards:

❖ End-to-end encryption (TLS 1.3, AES-256)
❖ Strict RBAC/ABAC with maker-checker across modules
❖ Comprehensive audit trails with tamper-proof retention
❖ Integration with Bank's SIEM/SOC
❖ Support for Mandatory annual VAPT and source code audit
❖ Secure coding compliance (OWASP, CERT standards)
❖ Provision for multi-factor authentication for advocates, agencies, external users.

Integration requirements:

❖ Should be through API Gateway (Bank's Enterprise API Gateway)
❖ Should be Standard secure APIs (REST/JSON)

Application should get integrated with following Bank applications:

❖ DMS/eVault
❖ SFTP-based bulk data transfers
❖ Finacle/CBS interfaces
❖ Payment gateway
❖ Digital signature (DSC, eSign)
❖ E-courts, IBBI, NCLT, MCA web services
❖ Provide a detailed data mapping, API definitions, and UAT test cases.

Data, Analytics & AI/ML:

❖ AI-driven early warning alerts
❖ Predictive analytics for recoverability scoring
❖ Dashboards built on BI layer (Power BI/Tableau/API-based)
❖ Integration with Bank's Data Lakehouse

- ❖ Data dictionary
- ❖ Daily data push to Bank's analytics platform

User Experience & Mobility

Mobile app (Android/iOS) for field users with following options:

- ❖ Geo-tagging and time-stamped evidence capture
- ❖ Offline-to-online sync
- ❖ Role-wise dashboards
- ❖ Escalation and task delegation

Documentation & Governance

- ❖ SRS, HLD, LLD, test scripts, UAT plan, DR plan
- ❖ Use of DevOps pipeline with CI/CD
- ❖ Source code repository access
- ❖ Configuration manuals, SOPs, and admin guides

Performance

- ❖ API response ≤ 1 sec
- ❖ Dashboard load ≤ 3 sec
- ❖ Bulk data imports up to 5 lakh records per hour
- ❖ Concurrency: Min 10,000 users

All the detailed technical requirement / specifications are stated in Annexure – XI(A)

18. Supply of infrastructure

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

Bank already have Oracle Data base agreement (ULA) with Oracle and the proposed solution should be on Oracle Database only with latest version 19 and above. Bank will provide the necessary Oracle License to the vendor. However installation, operation and day to day management of Database will be bidder's responsibility.

Details of Oracle ULA components which can be used by vendor:

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

8	Oracle Data Masking and subsetting pack	Processor	Unlimited
9	Oracle Advanced Data Guard	Processor	Unlimited

The Bidder shall confirm/ certify that the hardware required by them for Solution should be adequate to fulfil Bank's requirement as defined in the RFP. The bidder has to mention the sizing & capacity requirements for the proposed solution. Bidder will provide detailed tabular description of all the supplied infrastructure (Wherever applicable)

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

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

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

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

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

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

All Error messages must be logged. It should be possible to look up online (by error message number or by alphabetical list) all error messages reported by the system, to determine their meaning and the appropriate corrective course of action. Error messages or events of a certain severity level should be immediately notified to the System Administrator's Group and actual user.

System should provide auditable management of User-ids, access rights and passwords, login activities etc.

Maintenance of a secure, auditable log of access to the system, identifying user-Id, date, time, functions accessed, and operations performed etc.

A separate Login/ Role/ user type is required for Auditors who can view all the parameters/ test cases/ pending reports/ and perform complete Audit/ reporting through the user. Though the audit user would have view permission only.

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

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

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

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

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

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

- Web, App and Database layer should be hosted on separate server (either physical or virtual).
- By HA (High availability) means there should be at least 2 or more nodes of any instance at each location. (i.e.: 2 servers in Active-Active or active-passive mode for production database server).
- DMZ servers (if any) should be on separate physical node. (MZ and DMZ servers cannot be hosted on same physical machine).
- Bidder need not to supply management switch or TOR switch.
- Bank has Cisco ACI solution for networking hence the devices will be connected on Leaf switch of ACI so Bidder has to provide compatible SFP at devices end for connection to Leaf switches (Preferably 10G fibre).

Delivery, Installation and maintenance:

1. Bidder is responsible for supply and delivery, transportation, transit insurance, installation and implementation of IT infrastructure at sites including integration, acceptance testing, documentation, warranty, annual maintenance.
2. Bidder is required to factor the extended transit insurance till the acceptance of the equipment(s) / component(s) by the bank.
3. Bidder shall be responsible for installation and commissioning and other related activities such as unpacking, uncrating, inspection, stacking, racking, assembling etc.
4. During the installation, bidder shall check physical availability of items as per the packing list. If any of the items are not delivered / not as per the specification / are damaged etc., Bidder shall take immediate steps and ensure all the items are delivered as per the BOM, so that the installation is not hampered or eventually delayed. Bidder shall have to arrange for all equipment and tools required for installation, maintenance, and also arrange the vehicle for transport at no additional cost to the Bank.
5. In case damage of the property owned / leased by the Bank during installation and maintenance which is attributable/ caused by the Bidder, Bidder has to replace the damaged property at free of cost to the Bank.
6. Bidder shall adhere to the service level specified in the RFP for the maintenance of equipment supplied by bidder.
7. Bidder shall conduct preventive maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, at regular intervals (Half Yearly Basis or as and when required) to ensure that the equipment is in efficient running condition so as to ensure trouble free functioning.
8. Bidder is required to deploy qualified maintenance engineers who are familiar with the equipment shall perform all repairs and maintenance service described herein.
9. The Bidder shall maintain a record each event of failure and / or malfunction of the equipment. Bidder's engineer shall enter the details of the action taken in such register.

10. Additionally, every time a preventive or corrective maintenance is carried out, Bidder's engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official. This register shall be validated with EMS automated event and incident capture mechanism.

11. Bidder shall provide interim replacement arrangement of equipment, if any equipment is required to be taken out of the premises for repairs.

12. Bidder is required to provide On-site resident Engineer support during the tenure of contract for monitoring, configuration, performance tuning etc. & the OEM support be made available at call during the tenure of the contract.

13. Bidder is required to migrate data from Bank's existing System(s) to newly implemented System(s) and cut over the Host Servers that access the data according to the agreed schedule in the Migration Plan.

14. Bank may conduct Audit of Data Migration Pre as well Post Migration prior to GO-Live.

15. Bidder is required to provide knowledge transfer to Bank throughout delivery of the Service, which includes a detailed overview on the implementation and configuration parameters and features and functionality of Bank's Target Systems(s).

16. Bidder is required to provide the complete documentation including technical, operations, user manual, etc. Following documents should be delivered by the bidder to the Bank including user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, technical specification, system configuration documents, debugging / diagnostics documents etc. The software packages to be offered should be legally valid, licensed and with latest version along with the complete set of manuals along with the media. Bidder has to integrate its devices with Bank's security and ITSM solutions.

Chapter: II - INSTRUCTIONS TO BIDDERS

> The Instructions to Bidders are issued to ensure transparency, fairness and compliance with applicable procurement laws and vigilance guidelines. Any interpretation of these Instructions shall be subject to the CVC guidelines, GeM policies and applicable law. In the event of conflict, statutory and regulatory provisions shall prevail.

2.1 Definitions

I. "The Bank" or "P&SB" means, Punjab & Sind Bank and includes future branches / offices that may be formed/ established in India or outside India.

II. "Bidder" shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in Annexure -III and is submitted bid to this RFP and is willing to provide the Services as required in this bidding document. The interested Bidders who agree to all the terms and conditions contained in this document may submit their Bids with the information desired in this bidding document (Request for Proposal).

III. "Bid" means the written reply or submission of response to this RFP.

IV. "Bidder" referred in this RFP document means "System Integrator" who will bring scalable solution and services as per Scope defined in this RFP document.

V. "The Contract" means the agreement entered between the Bank and the Bidder, as recorded in the Contract. Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

VI. "The Contract Price/Project Cost" means the price(s) payable to the Bidder under the Contract for the full and proper performance of its contractual obligations, as per the rate(s) so finalized.

VII. "Services" means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of the Bidder covered under this RFP.

2.2 Invitation to bid

I. The RFP is issued by the Bank for Selection of Service Provider for **Application Software for Digitalization & Automation of Bank's NPA and Recovery Management Solution**.

II. In order to meet the Services requirements, the Bank proposes to invite tenders from eligible Bidders as per details provided in the Scope of work of this RFP.

III. This document shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

IV. Interested Bidders are advised to go through the entire document before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of providing Services to the Bank are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of RFP for Selection of Application Software for Digitalization & Automation of Bank's NPA and Recovery Management Solution evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion.

V. For any clarification with respect to this RFP, the bidder may send their queries/suggestions, valuable inputs and proof of remittance of document cost or exemption certificate of MSME by email to the Bank. 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 designated email ID within stipulated time as mentioned.

VI. In accordance with Government of India guidelines, Micro and Small Enterprises are eligible to get tender documents free of cost and also exempted from payment of earnest money deposit and tender fee upon submission of valid MSME certificate copy.

VII. Any tender/bid received without desired Document and Tender Cost, will be disqualified.

VIII. Technical Specifications, Terms and Conditions and various format and Performa for submitting the tender offer are described in the tender document and its Annexures.

2.3 Cost of Tender

The tender document may also be downloaded from the Bank's official website **https://punjabandsind.bank.in**. There is no cost for tender document. The soft copy will also be available on Bank's Website and GeM Portal (i.e., https://punjabandsind.bank.in & https://gem.gov.in/) only.

2.4 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.

2.5 Bid Currency & Price Structure

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

2.6 Bid System Offer

a) The Bid Proposal being submitted would be binding on the Bidder. As such it is necessary that authorized personnel of the firm or organization sign the Bid. The designated personnel should be authorized by a senior official of the Organization having such authority to do so. The same person or a different person should be authorized who should have authority to quote. The Xerox copy of necessary Original Resolutions/ Authority/ Power of Attorney having authority to authorize the person to submit Bid Documents, on behalf of the Company shall be enclosed. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the designated personnel.

b) The bidder shall submit his response to the present tender with the price, which will contain the pricing information.

c) 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.

d) The Bank reserves the right to accept or not to accept any bid or to reject a particular bid at its sole discretion without assigning any reason whatsoever.

e) **Bid documents shall be submitted in a Single sealed envelope, EMD/Bid Security Declaration and other required documents as mentioned in the tender and a sealed envelope containing Price**, duly super-scribing the envelope with the reference of this RFP, due date, name of the Bidder with contact details, Offer reference number etc. Bid documents 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.

f) The Bids containing erasures or alterations will not be considered. There should be no handwritten material, corrections or alterations in the Bids. All details must be filled in.

2.7 <u>Two Bid Systems:</u>

This is two bid system which has following 2 parts:

Part A- Technical cum Eligibility Proposal: 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 Annexure-XI(A) & Annexure-XI(B)

Part B-Commercial Bid: Furnishing all relevant information as required as per RFP. The format for submission of Commercial bid is as per Annexure-XII

Conditional bids, incomplete bids or bids deviating from the prescribed formats and requirements shall be liable to rejection without further consideration.

Preparation of Bids:

Part A – Technical cum Eligibility Proposal

- Before submitting the bid, the bidders should ensure that they confirm to the Eligibility Criteria as stated in RFP. Only after satisfying themselves of the Eligibility Criteria, the Offer should be submitted.

- Technical cum eligibility Proposal should be submitted as per the format in Annexure-XI(A) & Annexure-XI(B). Relevant technical details and documentation should be provided along with Technical Proposal.

- It is mandatory to provide the compliance to the scope required by the bank.

- 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 conditional or partial submission of technical information as per the format given in the offer.

- The Bank shall not allow / permit changes in the technical/functional requirements once it is submitted.

- 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.

- The Technical Proposal should be complete in all respects and contain all the information sought for. Masked Bill of Material must be attached in Technical Offer and should not contain any price information. 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. Masked Bill of Material which is not as per instruction will make Bid liable for rejection. Masked bill of material should be a replica of actual Bill of Material except that it should not contain any price information (with Prices masked). It should not provide any price information like, unit price, tax percentage, tax amount etc.

Part B - Commercial Bid

- Commercial Bid should be submitted as per **Annexure-XII**

- 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.

- The bidder must quote the best competitive price in the commercial bid.

- 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 the 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.

2.8 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.

2.9 Normalization of Bids

The Bank will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that Bidders are on the same technical ground. Normalization, if applied, shall be carried out in a transparent and uniform manner strictly in accordance with the methodology disclosed in the RFP and applicable procurement guidelines. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the commercial bid; the Bank may at its discretion ask all the technically shortlisted Bidders to resubmit the technical and commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of technical submission or till the Bank is satisfied. The Bidders agree that they have no reservation or objection to the normalization process and all the technically short-listed Bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The Bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

2.10 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 not substantially responsive to the RFP in every respect will be at the bidder's risk and may result in the rejection of Bids.

1. Bid Submission through GeM:

   This tender will follow e-Tendering guidelines of GeM portal under which the bidding process shall be conducted by the Bank. Bidder shall necessarily register on GeM portal for participating in the bid. Bidders will have to abide by terms and conditions of GeM portal for participating the bidding process. The bid documents and commercial bid shall be submitted online on GeM portal as per the RFP document and as per the provisions and terms & conditions of GeM portal. Please make sure that all the documents are properly scanned and are legible to read.

2. Submission of Hard Copies of Bid:

   The hard copies of bids of only those bidders who submitted bid documents online will be accepted. The hard copies of same documents submitted online should be submitted by the bidder before bid submission timeline at the below address:

   Punjab & Sind Bank,
   Corporate Office
   Law & Recovery Department
   East Kidwai Nagar, Kidwai Nagar, New Delhi, Delhi, 110023

- The Bank shall not be responsible for any technical, connectivity, system or portal-related issues at the bidder's end. Submission of bids well before the deadline shall be the sole responsibility of the bidder.

- Bank Guarantee towards Earnest Money Deposit, integrity pact and all such Declarations/ Forms/ Formats/ Documents etc. asked in the RFP, which need to be submitted on Stamp Paper shall be submitted in original with RFP Documents within the stipulated timeline.

- Bid documents shall be submitted in a single sealed envelope, proof of online payment towards document cost of RFP, Bid Security (EMD) and other required documents as mentioned in the tender and a sealed envelope containing Indicative (Estimated) Price, duly super-scribing the envelope with the reference of this RFP, due date, name of the Bidder with contact details, Offer reference number etc.

- Bid document should be duly filed and all the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted Bid Documents should be serially numbered with the Bidder's seal duly affixed with the Signature of the Authorized

- Signatory on each page. Documentary proof, wherever required, in terms of the RFP shall be enclosed.

- The Bank expects the bidders to carefully examine all instructions, terms and conditions mentioned in this RFP document before submitting its unconditional compliance as part of the RFP. Failure to furnish all information required or submission of an RFP not substantially responsive to the RFP in every respect will be at the bidder's risk and may result in the rejection of the Bid. If any information / data / particulars are found to be incorrect, bank will have the right to disqualify / blacklist the company and invoke the Bank Guarantee/ forfeit the EMD. The prime representative/ spoc will act as the single point of contact for the bank.

- Bids sent through post/courier will not be accepted/ evaluated. Bids should be deposited at the address mentioned in 'Key Information'.

- All the envelopes shall bear the name and complete postal address of the Bidder and the authority to which the Bid is submitted.

- The Name and address of the Bidder, RFP No. and Due Date of the RFP are to be specifically mentioned on the Top of the envelope containing Bid.

- The bids properly superscripted in the manner prescribed in earlier clauses of this RFP shall be dropped/ submitted at Punjab & Sind Bank address given in Key Information, on or before the date specified therein.

- If the last day of submission of bids 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 last day for submission of the RFP. The Bid/s which is/are deposited after the said date and time shall not be considered.

- If the envelopes, including the outer envelope is not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the Bid's misplacement or premature opening.

- Technical and Commercial bid envelope must be separate.

The Deputy General Manager
Law & Recovery Department,
Corporate office, Plate – B
NBCC Office Block 3
East Kidwai Nagar,
New Delhi -110023
E-mail: ho.lr@psb.co.in
Phone: 98014-35681
Online bid submission is mandatory. The hard copies of bids of only those bidders who submitted bid documents online will be accepted. The hard copies of documents submitted should be same as submitted online. 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 its right to cancel the order even after issuing the 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 or any reasons whatsoever. The decision of the Bank shall be final in this regard without disclosing any reason to any bidder or person.

2.11 Late Bids

a) Any bid received after the due date and time for receipts of bids as prescribed in this RFP will be rejected. 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.

c) All such information will be published on Bank's website only or https://gem.gov.in only. The bidders have to take note of it.

d) The Bidder must submit the bid both online and in hardcopy. Failure to submit the bid through both modes shall render the bid ineligible for evaluation. Additionally, if the Bidder submits the online bid but fails to submit the hardcopy by the deadline specified in Key Information, bank has all the right to disqualify the bidder.

2.12 Modifications and Withdrawal of Bids

1. Bids once submitted will be treated as final and no modification will be permitted. No Correspondence in this regard will be entertained.

2. 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.

3. No bidder shall be allowed to withdraw the bid after the deadline for submission of bids.

4. In the 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

2.13 Earnest Money Deposit (EMD)

1. The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) amount of Rs. 0.80 Crore (INR Eighty Lacs Only) as mentioned in the Bid Schedule by way of Bank Guarantee drawn on any Scheduled Bank in India (except Cooperative Bank, RRB & Punjab & Sind Bank) in favor of Punjab & Sind Bank, payable at Delhi.

2. The same should be valid for an 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-A

3. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favor of Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (**SFMS) sent to Punjab & Sind Bank,** Sector 44 Branch, Gurgaon, IFSC PSIB0021509. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be rejected summarily.

4. Non submission of EMD leads to rejection of Bid.

5. 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 Udyam Memorandum or any other body specified by Ministry of MSME and Start-ups (recognized by DIPP) are exempted from submission of Tender Fee and EMD only. 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-XXI.

6. The EMD may be forfeited/ Bank Guarantee may be invoked:

    a) If the bidder withdraws/amends the bid during the period of bid validity (180 days from the date of opening of bid).

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

    c) The selected bidder withdraws his tender before furnishing the unconditional and irrevocable Performance Bank Guarantee.

    d) The bidder violates any of the provisions of the terms and conditions of this tender specification.

    e) 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.

7. Bid securities of the unsuccessful bidders will 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 (PBG) and execution of Contract with the Bank.

2.14 Performance Bank Guarantee (PBG)

1. The successful bidder/s should submit a Security Deposit / Performance Guarantee as specified in Key Information within 30 days from the date of Purchase Order.

2. 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 (except Cooperative Bank, RRB & Punjab & Sind Bank) for an amount of 5% of total project cost.

3. 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) sent to Punjab & Sind Bank, Sector 44 Branch, Gurgaon, IFSC PSIB0021509. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be summarily rejected.

4. 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.

5. Security Deposit/Performance Bank Guarantee should be valid for 60 months with an additional 12 months as claim period.

6. 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 incompletion of the project and contract period.

7. The security deposit / bank guarantee will be returned to the bidder after one year of completion of Contract Period. If the Contract is extended, the selected bidder has to submit fresh PBG for 5%

of the extended Contract value and period along with claim period and also execute fresh/extension of Contract with the Bank within 15 days from the date of issuance of Purchase Order for renewal.

8. The Performance Bank Guarantee shall be unconditional and may be invoked by the Bank without demur in the event of breach, non-performance, regulatory non-compliance, data breach, security incident, if the guarantee is not extended or failure to meet contractual obligations.

9. Bank shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or Bank incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions. It will be refunded to the selected bidder without interest, after he duly performs and completes the contract in all respects.

2.15 Contract Period

The contract period for Implementation of proposed solution will be initially for a period of 5 years from the date of Go-Live of the project. Bank reserves the right to extend the contract at mutually agreed terms, tenure & conditions, subject to satisfactory performance of the bidder. The selected bidder needs to execute a Service Level Agreement (SLA) with Punjab & Sind Bank covering all terms and conditions of this RFP and subsequent Addendum(s) within 30 days of receipt of the Order/Letter of Intent. SLA will cover performance and availability of the solution deployed. The selected Bidder shall put date and duly sign the Service Level Agreement (SLA) designed by the Bank and return it to Bank. The Bidder, however, may submit the SLA they like to execute. It is prerogative of the Bank to accept the same or to modify. It is reiterated that the Contract/SLA to be entered into by the Selected Bidder shall be as approved by the Bank only.

SLA will cover terms and conditions set out in the RFP and services to be rendered. The performance of the selected bidder shall be reviewed every quarter. The Bank may, without assigning any reasons terminate the contract by giving Successful Bidder, a prior and written notice of one month indicating its intention to terminate the Contract. Any offer falling short of the contract validity period (5 years from the date of Agreement) is liable for rejection. Bank reserves the right to call regular meetings with successful bidder during the tenure of the contract.

The Bidder should bear entirely and exclusively all costs (whether in terms of time or money) associated with the preparation and submission of its Bid and the Bank will in no case be held responsible or liable for these costs regardless of the conduct or outcome of the bid process including but not limited to cancellation/abandonment /annulment of the bidding process.

2.16 Evaluation Process of the Bids
Preliminary Scrutiny

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

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

c) The Bank will determine the responsiveness of each Bid to the Bidding Document. For the purposes of these Clauses, a responsive Bid is one which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law, Bank Guarantee will be deemed to be a material deviation.

d) The Bank'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.

e) If a Bid is not responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

f) 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.

A two stage bid system is adopted for selection of the vendor:

- Stage 1 – Eligibility Bid evaluation
- Stage 2 - Evaluation methodology for eligible bidders
  - Technical Bid Evaluation (Part A)
  - Commercial Bid Evaluation (Part B)

During evaluation of the Tenders, the Bank, at its discretion, may ask the Vendor for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted. The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the vendors to this document and bank will not entertain any correspondence in this regard. The process will be valid and Bank reserves the right for selection of vendor, even when only one bid is submitted, subject to meeting of eligibility criteria and other conditions laid down in the RFP.

Evaluation Methodology for Eligible Bidder

Eligibility criteria to be met mandatorily by the bidders:

Sr. N.	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED	COMPLIANCE (YES/NO) (Pg. No. of the Technical Bid submitted)
1	Proof of Earnest Money Deposit	To be submitted along with the bid.	
2	The bidder should be registered as a company in India as per Company Act 1956 & 2013/ Partnership Bidder registered under LLP Act, 2008, operating since last 5 years as on the date of Bid Submission date of RFP.	Copy of the certificate of incorporation issued by The Registrar of Companies / Partnership Deed etc.	
3.	The bidder should have valid PAN, GST Registration and Registered office in India	Copy of Valid PAN Card, GST Registration Certificates and any other valid documents issued by competent authority in India	
4	The bidder of Software Application should have an annual turnover of INR 80 Crores (Rupees Eighty Crore) or (INR 60 Crores (Rupees Sixty Crores) for MSE bidders) for each of the past three Consecutive financial years (i.e. FY 2022-23, FY 2023-24 & FY2024-25). The bidder should have positive net worth during the last three consecutive financial years (i.e. FY 2022-23, FY 2023-24 & FY2024-25) for which CA	Provide CA Certificate as per Annexure- IX and Audited Financial statements (Balance sheet & Profit & Loss statement) for the last three (3) Financial years. The CA certificate provided in this regard should be without any riders or qualification.	

	Certificate as per Annexure- IX and Audited Financial statements (Balance sheet and Profit & Loss statement) have been submitted.		
5	The bidder should be a profit-making company during last two consecutive financial years (2023-24 & 2024-25).	Statutory Auditor/ CA Certificate with Registration Number / Seal along with Certified copy of audited accounts (Balance Sheet along with Profit and Loss Statements) as supporting documents. The CA certificate provided in this regard should be without any riders or qualification.	
6	Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP and also certify that they have not been disqualified / debarred / terminated on account of poor or unsatisfactory performance and/or blacklisted by any Scheduled Commercial Bank / Public Sector Undertaking / State or Central Government or their Agencies / Departments at any time, during the last 3 years. (Refer GOI Cir. No F.1/20/2018-PPD dated 02.11.2021)	A self-declaration letter by the bidder on the Company's letter head should be submitted to this effect.	
7	The bidder should be an OEM of the solution / app offered or its authorized representative in India having IP Rights of the customization.	In case of authorized representative of Any Item (e.g. App. / hardware etc.), MAF from OEM of the all the Items (App. / hardware etc.) as per Annexure-XA in their letter Head needs to be provided. (Name, designation, contact no & official mail id of the signing authority must be clearly mentioned in the MAF.) In case bidder itself is OEM of any Item (e.g. App. / hardware etc.), undertaking as per Annexure-XB on their company's letter head should be provided. MAF from OEMs of other components is also required.	

		Bidder is also to provide documentary evidence that the person signing Annexure-XA (MAF) is authorized to issue such letters / certificate on behalf of company.	
8	Bidder should not have been declared as NPA/bankruptcy by any of the financial institution in India. The bidder should not be involved in any litigation which threatens solvency of company.	Certificate is to be provided by the chartered accountant /statutory auditor, as per Annexure- 'VII'	
9	The bidder must be ISO 9001: 2015 or above Certified Company or its equivalent and the certificate should be valid as on date of bid submission.	Copy of certification depicting ISO 2015 or above Certified Company or its equivalent.	
10	During last four Years (as on Bid submission date) the OEM / Bidder should have experience of successfully implementation of minimum one similar Software solution like proposed Application Software product having at least any three (3) of the following 6 modules viz. • OTS • SUIT FILING • SARFAESI • Willful Defaulter • IBC/NCLT • Litigation Management System	Satisfactory Performance Certificate from the Clients strictly as per Annexure-VI. OR Copy of Work Order along with Confirmation Mail from the Client stating that the work order has been successfully executed OR Copy Of Work Order along with Installation Certificate signed & stamped by the Client OR Copy of Work Order along with any other proof of execution. (Kindly note that any of the above documents submitted must be sufficient enough to certify bidder's experience, must be authentic and must also contain all the material information as required in Annexure-VI)	
11	Labour Law Compliances	Undertaking to be submitted	
12	Integrity Pact	Appendix-XIII duly signed by the authorized signatory of the Bidder.	
13	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.	
14	Bidder should provide undertaking that any of its subsidiary or associate or holding company or	Undertaking to be submitted.	

	companies having common director/s or companies in the same group of promoters / management or partnership firms / LLPs having common partners has not participated in the bid process.		
15	Non-Disclosure Agreement	To be submitted as per Annexure-XIX duly signed by the authorized signatory of the Bidder.	
16	The bidder should either be Class-I or Class-II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order (English) dated 16/09/2020 or any subsequent guidelines issued by (Govt./Regulatory authority from time to time	The Class-I Local Supplier / Class-II Local Supplier shall provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration number with seal	
17	Satisfactory performance certificate	Bidders, who are current vendors of our bank, are required to submit a satisfactory performance certificate from the relevant department	

The Bank will evaluate the response to the RFP of the Bidders who are found eligible as per the eligibility criteria mentioned in the RFP. There will be scoring involved in the eligibility evaluation. Bids of only those Bidders who have been found to be in conformity with 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 for further evaluation.

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions in the documents submitted in pursuance of eligibility criteria, should be highlighted.

The decision of the Bank on evaluation of bids shall be final and binding on all bidders and the Bank won't accept/consider any kind of claims whatsoever from the bidders.

 It shall be the responsibility of the bidder to submit required documentary proofs which are necessarily unambiguous and shall be capable of establishing beyond any doubts that bidder is satisfying the criteria/clause for which the document is submitted.

The Bank may use the services of external consultants for technical evaluation.

2.17   Formation of Technical Bid
The Technical bid must be made in an organized and structured manner. The Technical Bid shall contain the relevant documents and should be properly sealed and marked as "**BID for Application Software for Digitalization & Automation of Bank's NPA and Recovery Management Solution**". As part of Technical Bid, Bidder to submit the complete details of components of software, solutions etc with its

versions along with details any other components required for the project. The Bidder is also required to submit details of onsite resources required for project as part of technical Bid. **The hardware for the project will be provided by Punjab & Sind bank and vendor shall be considered all the costs of software, middleware, DB or any other component in their BoM. The solution shall be compatible with Oracle 19 for which bank has End-User License Agreement.**

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

2.18   Bidding Process / Opening of Technical Bids:

i.   All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events. The technical Bids may be opened in the presence of representatives of the Bidders who choose to attend the same. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.

ii.   In the first stage, only technical Bid will be opened and evaluated. Bids of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for Commercial price Bid opening and further RFP evaluation process.

iii.   The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed and EMD for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.

iv.   Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the RFP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP in to, without any deviation.

v.   The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.

vi.   After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the Software Solution/service proposed to be offered by them.

vii.   If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity..

2.19   Technical Evaluation:

Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Software Solution / services, reference calls and site visits, wherever required. The Bidder may highlight the note worthy / superior features of their Software Solution / services. The Bidder will demonstrate / substantiate all claims made in the technical Bid along with supporting documents to the Bank, the capability of the Software Solution / services to support all the required functionalities at their cost in their lab or those at other organizations where similar Software Solution/ services is in use.

During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No clarification at the initiative of the Bidder shall be entertained after bid submission date.

The vendor needs to achieve a cut – off score of 75 marks in this evaluation stage to be

qualified for commercial bid opening. Only those vendors who achieve the specified cut–off scores would be short-listed for Commercial Bid Submission & Evaluation.

➢ The Bank shall evaluate the Technical Proposals only for those bidders who satisfy the pre-qualification / Eligibility criteria as referred in this document. The technical proposals will be evaluated based on their responses specified in this document. Evaluations will be based on documentary evidence submitted by the bidder with respect to evaluation / selection criteria demonstrating its technical capabilities and competence.

➢ The 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 overall scoring.

➢ Each responsive proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond adequately to aspects of the RFP or if it fails to achieve the minimum technical score indicated in this document. The Technical proposals which are unsigned, and incomplete shall not be evaluated.

➢ A presentation before the Bank is to be made by the eligible Bidder on their understanding of the key considerations, live demo of tools from the scope of work, proposed Methodology and Approach to be adopted, and proposed team, Work Schedule and Activity Schedule etc. as mentioned in technical evaluation criteria. The technical capabilities & competence of Bidder should be clearly reflected in the presentation.

➢ The date & time of presentations will be notified by the Bank, no changes in the schedule will be entertained thereafter.

➢ The technical capabilities and competence of the potential Firm reflected in the technical proposal made available should be consistent with the presentation to be made before the committee.

2.20 Evaluation of Commercial Price bids and finalization:

<u>**Criteria for Technical Evaluation and Commercial Evaluation**</u>

Quality and Cost Based Selection (QCBS) evaluation will be used under this RFP. The RFP shall specify the minimum qualifying score for the technical bid and the relative weightage to be given to the technical criteria (quality) and the cost as per Annexure-XII. Only technically qualified bids as per above will be eligible for commercial bidding evaluation.

The Criteria for Technical Evaluation and Commercial Evaluation will have weightage of **70:30**.

Bidders scoring **less than 75% marks** in the Technical Evaluation will not be considered for the selection process, and their Commercial Bids will not be opened.

The proposal with the Highest Weighted Combined Score (quality and cost / **H1**) shall be selected.

In case of tie between two or more bidders for the Highest Total Combined Score, then the bidder with **Highest Technical Score** amongst such bidders shall be the successful bidder.

Illustration:

i. Bids will be evaluated as per Combined Quality Cum Cost Based System. The Technical Bids will be allotted weightage of **70%** while Commercial Bids will be allotted weightage of **30%**.

ii. A combined score "**Score Total (T)"** will be arrived at after considering the Commercial quote and the marks obtained in Technical evaluation with relative weights of **30%** for Commercial bid and **70%** for Technical Bid according to the following formula:

Combined Score of A = 70 x (Technical Bid Score of A / Highest Technical Score) + 30 x (Lowest Commercial Bid / Commercial Bid of A).

The bidder obtaining the Highest Total Combined Score in evaluation of technical and commercial evaluation will be ranked **H1** followed by proposal securing lesser marks as **H2, H3** etc. **Bidder securing Highest Combined Marks and ranked H1 shall be recommended for award of contract.** Bank will follow the internal procedure for necessary approvals and thereafter proceed with notification of award of contract.

Sr. No	Bidder	Technical Evaluation Marks (t)	Commercial Bid(f)	Weighted technical Score ={(t)/t highest}× 70	Weighted Commercial Score =(f lowest / f)×30	Score "T" out of 100
1	A	90	60	(90/90)×70 =70	(50/60)×30=25	**95**
2	B	80	70	(80/90)×70 =62.22	(50/70)×30=21.42	**83.64**
3	C	70	50	(70/90)×70 =54.44	(50/50)×30=30	**84.44**

In the above example, "A" the bidder with the highest score becomes the successful bidder (H1).
Note: In case overall Marks of the Bidders are same, then Bidder having Higher Technical and Functional Marks will rank higher

Final Evaluation:

The commercials will be finalized among the shortlisted bidders who obtain **<75>% or more marks in technical evaluation as per Annexure-XI(C).** The Final bidder will be selected on the basis of **H1** as given above. The bidder securing highest combined marks (Technical score + Commercial score) shall be ranked as **H1**.

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Errors, if any, in the price break up format will be rectified as under:

(a)   If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.

(b)   If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.

(c)   If the Bidder has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.

(d)   The Bidder should quote for all the items / services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, the Bank reserves the right to reject all such incomplete Bids.

2.21 Preference for Make in India order 2017 (PPP-MII order)
- In the tendering process, bank will follow the guidelines on Public Procurement (Preference to make in india), order 2017 (PPP-MII order) issued by GOI, Ministry of commerce and industry, Department of industrial Policy and Promotion Letter No. P-

45021/2/2017 (BE-II) dated May 29, 2019, revised on 04.06.2020, further revised on 16.09.2020 and subsequent amendments. Preference shall be accorded strictly in accordance with the Public Procurement (Preference to Make in India) Order, 2017 (PPP-MII order), as amended from time to time.

- Salient features of the order are given below:
  1. Class- I Local supplier means a supplier or service provider whose service or product offered for procurement, has local content equal to or more than 50%, as defined in the above mentioned order.
  2. Class-II Local Supplier means a supplier or service provider whose service or product offered for procurement, has local content more than 20% but less than 50%, as defined in this order.
  3. Non local supplier means a supplier or service provider, whose product or service offered for procurement, has local content less than or equal to 20%, as defined in this order.
  4. 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 custom duties) as a proportion of the total value, in percent.

Certificate of Local Content: The Class-I Local Supplier / Class-II Local Supplier shall provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration number with seal.

2.22 Award of Contract:

1. The bidder who qualifies in the technical evaluation will qualify for commercial evaluation. The bidder whose bid has been determined to be responsive and who quotes the lowest price will be treated as Lowest Bidder. Any decision of the Bank in this regard shall be final, conclusive and binding upon the bidder(s).

2. The final decision on the bidder will be taken by a duly constituted committee of the Bank. The implementation of the project will commence upon acceptance of purchase order.

3. Bank reserves the absolute and unconditional right to reject any or all proposals without assigning any reason thereof. No correspondence in this regard will be entertained. Similarly, it reserves the right not to include any vendor in the final short-list.

4. Bank may at its sole discretion award the contract to next highest score bidders if H1 bidder fails to honor the commitment or not in a position to supply the offering as per RFP.

5. The final bidder will be announced over GeM portal (https://bidplus.gem.gov.in/bidlists), Central Public Procurement Portal (CPPP) and Bank Website https://punjabandsind.bank.in . No separate intimation will be sent to successful Bidder.

6. The selected Bidder will sign the Contract/PBG/SLA/NDA/Integrity Pacts/ Other Related Agreements with the Bank.

7. The selected bidder will also provide the performance bank guarantee of an amount equivalent to 5% of the contract value/TCO (Total Cost of Ownership).

8. Purchase order (PO) issued will be an annexure for such Contract/Agreement.

2.23 Signing of contract

The selected bidder(s) shall be required to enter into a service level agreement (SLA) with the Bank, within 30 days of the award of the Bid through a Purchase order or within such extended period as may be specified. The SLA shall be based on the requirements of this RFP, the terms and conditions of purchase order, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the proper performance of the work in accordance with the Bid and the acceptance thereof, to be signed at the time of execution of the Form of Contract. The selected bidder will also sign a Non-Disclosure Agreement with the Bank on a format prescribed by the Bank.

2.24 Acceptance of terms

Bidder will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP.

2.25 Contract Amendments

No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by both the parties.

2.26 Exit Option/ Contract Re-Negotiation/ Order Cancellation

The Bank reserves the right to cancel the said Agreement/Contract in the event of happening one or more of the following conditions-

a) Failure of the selected bidder/Vendor to accept the Letter of Intent/Purchase Order and/or failure to furnish the Performance Bank Guarantee within a specified periods of receipt of Letter of Intent/Purchase Order;
b) Delay in commissioning the Project beyond the specified period;
c) Delay in completion of the commissioning/implementation and acceptance tests/ checks beyond the specified periods;
d) The Bank reserves the absolute right to terminate or cancel the contract, in whole or in part, in the interest of the Bank, regulatory compliance or public interest, without assigning any reason.

Bank will as the case may be, notify the selected bidder/Vendor with 45 days' notice inclusive of a cure period of 15 days before cancellation/termination. However, it is clarified that the notice should specifically contain that the 45 days period for cancellation is inclusive of a cure period of 15 days, if the Vendor fails to cure within 15 days' time, then the notice for cancellation will became absolute. For the sake of clarity, the period of 45 days will begin from the date of receipt of termination/cancellation. Any other mode of communicating termination/ cancellation of the Agreement will be deemed to be invalid.

In addition to the cancellation of Purchase Order/said Agreement/Contract, the Bank reserves the right to appropriate the damages through invocation of Performance Bank Guarantee furnished by the selected bidder/Vendor.

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Vendor will be expected to continue the services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

The Bank and the Vendor shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.
Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Vendor to the Bank or its designate to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.

The reverse transition period may or may not be within the contract period. In case the reverse transition period falls within the contract period, all the terms & conditions, scope of work mentioned in the contract will hold good along with smooth handover and transitioning of Bank's deliverables to the Bank or its designates/nominees and no extra payment shall be paid by the Bank for such reverse transition.

However, if the reverse transition mechanism to be adopted after the expiry of the contract period, the Bank and the Vendor shall together prepare the Reverse Transition Plan for smooth handover and transitioning of Bank's deliverables to the Bank or its designates/nominees including maintenance and facility management. Though in such case the Bank shall have the sole authority to ascertain whether such Plan has been complied with, but the payment for such reverse transition would be determined on pro rata basis or on mutual consent of the Parties

2.27 Opening of Price Bids
The bidder must quote the best competitive price in the commercial bid. Please note the contents and comply with the requirements of the same.
Only those bids which are found to be technically responsive will be informed of the date / time / venue of opening of price bids.

The Bids will be evaluated as per criteria mentioned in this RFP document. Thereafter the Bank reserves the right of selection of vendor by rates quoted (who are found eligible after evaluation of Bids).

2.28 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.

2.29 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.

2.30 Commercial Evaluation:
- The commercial bids of only the technically qualified bidders will be opened.
- In the commercial bid, prices shall be expressed in Indian Rupees only. The bidder must quote prices exclusive of all applicable taxes / GST and duties. The cost will not depend on any variation in dollar exchange rate/change in tax structure.
- The bidder must quote the best competitive price in the commercial bid.

2.31 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.

The 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.

2.32 Right to Accept Any Bid and To Reject Any OR All Bids / Cancellation of Tender process

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

2.33 Correction of Errors

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

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall prevail.
- If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail.
- Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of Bank, there is an obvious error such as a misplacement of a decimal point, in which case the line-item total will prevail.

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

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

During Tender process, if any event of conflict 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.

2.34 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) and GeM Portal (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.

2.35 Bid validity period

Bids shall remain valid for 180 (One Hundred Eighty) days from the date of submission of Bid. The Bank holds the right 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. The extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended.

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

2.36 Pre-bid meeting

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

For any clarification with respect to this RFP, the bidder may send an email to ho.lr@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 after 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-K (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.

The 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.

2.37 Issue of corrigendum/ Amendment to RFP Contents

At any time prior to the last date of receipt of bids, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a Corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP.

In order to provide prospective Bidders a reasonable time to take the amendment if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids. Bidders are required to go through any subsequent amendment/Corrigendum/clarifications meticulously and submit their queries, if any, at least 2 working days before the bid submission date to avoid any last-minute issues.

The bank reserves the right to scrap/cancel the tender at any stage without assigning any reason.

2.38 Disqualification

Any form of canvassing/ lobbying/ influence/ query regarding short listing, status etc. will result in disqualification. Bidders involved in data breaches, cyber security incidents, regulatory non-compliance or blacklisting by any Government or PSU entity may also be disqualified.

2.39 Fixed Price

The prices quoted in the tender response will be fixed for the period of the contract and no escalation shall be permitted on any ground. The price should be exclusive of all taxes and levies which will be paid by the Bank at actual.

2.40 Project Execution

The entire project needs to be completed expeditiously. The Bank and the selected bidder/s shall nominate a Project Manager immediately on acceptance of the order, who shall be the single point of contact for the project. However, for escalation purpose, details of other persons shall also be given. The project manager nominated by the bidder/s should have prior experience in implementing a similar project.

2.41 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. Confidentiality shall be subject to disclosure obligations under the Right to Information Act, 2005

2.42 Termination Clauses & Consequences

TERMINATION FOR CONVENIENCE
The Bank, by a written notice for a period of 45 days sent to the selected Bidder/Vendor, may terminate the said Agreement/Contract, in whole or in part, at any time at its convenience. The notice of termination shall specify that the termination is for Bank's convenience, the extent to which the performance of work under the said Agreement/Contract is terminated and the date upon which such termination becomes effective.

TERMINATION FOR INSOLVENCY
The Bank may at any time terminate the Contract by giving written notice (90 days' notice period) to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

TERMINATION FOR DEFAULT
The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, may terminate this Contract in whole or in part, if the bidder fails to perform any obligation(s) under the Contract.
In case of Termination for Default Bank will provide notice period of 45 days inclusion cure period of 15 days. However, it is clarified that the notice should specifically contain that the 45 days period for cancellation is inclusive of cure period of 15 days, if the Vendor fails to cure within 15 days' time the notice for cancellation will became absolute.

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), 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 Vendor 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 Vendor to take over the obligations of the erstwhile Vendor in relation to the execution / continued execution of the scope of the Contract. Upon termination, the Bank shall be entitled to invoke Performance Bank Guarantee and other guarantees, seek damages and enforce all available remedies that may be available to Bank under law or otherwise.

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 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 Bank may specify including training, where the successor(s) is a representative/personnel of 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 Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished and pursue such other rights and/or remedies that may be available to Bank under law or otherwise. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination

2.43 Completeness of the Project

The project will be deemed as incomplete if the desired objectives of the project as mentioned in Section "Scope of Work" of this document are not achieved.

2.44 Acceptance testing

The Bank will carry out the acceptance tests as per Scope of work supplied & implemented by the selected bidder as a part of the Project. The Vendor shall assist the Bank in all acceptance tests to be carried out by the Bank. The provisioned items will be deemed accepted only on successful acceptance of those products and the vendor would need to provision insurance of those items till successful acceptance. The Bank at its discretion may modify, add or amend the acceptance tests which then will have to be included by the vendor. The Vendor shall arrange for the tests at the relevant sites in the presence of the officials of the Bank. The Vendor should ensure that the tests will involve trouble-free operation of the complete system apart from physical verification and testing and that there shall not be any additional charges payable by the Bank for carrying out this acceptance test.

System integration testing will be followed by user acceptance testing, plan for which has to be submitted by Service Provider to the Bank. The UAT includes functional tests, resilience tests, benchmark comparisons, operational tests, load tests, etc. Bank staff / third Party vendor designated by the Bank will carry out the functional testing. This staff / third party vendor will need necessary on-site training for the purpose and should be provided by Service Provider. Service Provider should carry out other testing like resiliency/benchmarking/load etc. Service Provider should submit a result log for all testing to the Bank.

On satisfactory completion of the aforementioned tests, the User Acceptance Test (UAT) letter will be issued to Service Provider by the competent authority.

Post UAT sign-off, the solution will be subject to mandatory AUDIT either by Bank's team or Bank's appointed external auditors or Bidder may have to arrange a reputed external agency to perform the AUDIT of the implemented solution without any additional cost to the Bank. It will be the sole discretion of the Bank to decide on the external and/or internal agency for AUDIT.

Any delay at the part of the bank in conducting the audit will be excluded from the project timeline.

Audit Observations and observations in any other Audits, if any, will have to be complied within 7 days from the date of intimation by the Bank.

Post closure of all AUDIT observations Bank will provide the Go-Live sign-off for the solution. Time allowed for implementation shall be firm and binding.

2.45   Rejection of the bid

The Bid is liable to be rejected if:
- The document doesn't bear signature of authorized person on each page signed and duly stamp.
- It is received through E-mail.
- It is received after expiry of the due date and time stipulated for bid submission.
- Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids/ deviation of terms & conditions or scope of work/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- Bidder should comply with all the points mentioned in the RFP. Non-compliance of any point will lead to rejection of the bid.
- Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
- Bids sent through post/courier will not be accepted/ evaluated. Bids should be deposited at the address mentioned in 'Key Information'.

2.47 Corrupt & Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Bidders observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution

AND

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive he Bank of the benefits of free and open competition

The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

Any corrupt, fraudulent, collusive or coercive practice shall be dealt with in accordance with CVC guidelines and applicable law, including blacklisting.

Chapter: III - TERMS AND CONDITONS

3.1 Content of Bid documents

Nothing herein shall be construed as delegation of statutory, regulatory, judicial or quasi-judicial powers of the Bank to the Vendor. The Bidder must thoroughly study/analyze and properly understand the contents of this RFP document, its meaning and impact of the information contained therein.

I. Failure to furnish all information required in the bidding document or submission of Bid not responsive to the bidding documents in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. The Bank has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.

II. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.

III. The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

IV. Bids must be made in the official name of the bidder's entity under which business is conducted, showing the official business address, state in which it is incorporated or organized and must be signed by a duly authorized person. Bids must be prepared in writing, simply and economically, providing a straightforward, concise description of the bidder's bid for meeting the required specifications of this RFP. Bidders must paginate each bid volume and are requested to provide tabs to separate responses to the functional & technical criteria.

V. Unless agreed to, specifically by the Bank in writing for any changes to the RFP issued, the bidder responses would not be incorporated automatically in the RFP document.

VI. The successful bidder will be responsible for all remunerations, claims, wages, dues etc. of its employees, agents, contractors and subcontractors in accordance to the statutory laws, regulations and ordinances of the country including, but not limited to, Minimum Wages Act, P.F Laws, Workmen's Compensation Act, Labor laws etc. Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages, dues, and contributions as applicable towards statutory benefits of any of bidder's employee, agents, contractors, and subcontractors, etc. The Bidders shall establish and maintain all proper records including, accounting records required by any law, code, practice, or corporate policy applicable to them from time-to-time, including records and returns as applicable under labor legislations.

VII. The bidder shall hold the Bank, it's successors, assignees and administrators, saved , indemnified and harmless against any loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc. The bidder at their own cost, shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") saved and harmless from and against all third party claims of infringement of intellectual property rights including patent, trademark, copyright, trade-secret, or industrial design rights arising in relation to the performance of the services.

3.2 Performance Bank Guarantee

The successful bidder has to submit the Performance Bank Guarantee (PBG), detailed as under:
- The successful bidder will have to submit Performance Bank Guarantee amounting to 5% of TCO/contract value in the format as per RFP document, within 30 days from the date of issue of purchase order/Letter of Intent (LOI), & valid for a period of 5 years plus 12 months from the date

of entering into contract. The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than Punjab & Sind Bank.

- The Performance Bank Guarantee will be furnished for due performance of the complete Solution.
- In case successful bidder submits any false information or declaration letter during the tender process or period of rate contract, Bank shall invoke the Performance Bank Guarantee submitted by the bidder to recover penalty/damages. The Performance Guarantee shall contain a claim period of six months from the last date of PBG validity. The successful Bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and/or Warranty period
- In case further orders are placed with the same successful vendor during the period of agreement or the contract period is extended, the successful vendor shall amend the previously submitted PBG/shall provide a new PBG or additional PBG as per applicability.
- In case the successful Bidder fails to submit performance guarantee within the time stipulated, the Bank, at its discretion, may cancel the order placed on the selected Bidder without giving any notice. Bank shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or Bank incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.
- The Performance Bank Guarantee shall be denominated in Indian Rupees and issued by Public Sector Bank or scheduled Commercial Bank other than Punjab & Sind Bank, acceptable to the Bank. The format of the PBG will be provided with the request for proposal for projects, when initiated by the bank under the scope of this RFP.
- No interest on PBG will be paid by Bank.
- The Bank may invoke the PBG for breach, non-performance, regulatory non-compliance, data breach, security incident, if the PBG is not extended or failure to meet any contractual obligations.
- If selected Bidder does not furnish the PBG in stipulated time as per Purchase Order Bank may
  a) Forfeited Bid Security/EMD and contract may be terminated
  b) Charge Interest at the rate of 24% for delayed period (in days)

3.3 Project Timeline & Payment terms

Payment Terms for Application Software for Digitalization & Automation of Bank's NPA and Recovery Management Solution

Stages	Particulars	Time period
Phase-I	Delivery of at least 4 Modules (to be decided by the Bank) as per Scope of Work based on requirements gathered, installation and creation of major interfaces, Migration and testing.	4 Month (From date of Purchase order (PO))
Phase-II (After completion of Phase-I)	Delivery of at least 2 Modules (to be decided by the Bank) as per Scope of Work based on requirements gathered, installation and creation of major interfaces, Migration and testing.	6 Month (From date of Purchase order (PO))
Phase-III (After completion of Phase-II)	Delivery of Remaining Modules as per Scope of Work based on requirements gathered, installation and creation of major interfaces, Migration and testing.	12 Month (From date of Purchase order (PO))

The Project to be completed within 12 months from the date of Purchase Order (PO) in three phases from the date of Purchase Order.

Payment will be made as per the following schedule:-
   A. Application License Cost
   B. Implementation Cost including customization, integration and migration (end-to-end implementation).

Sr No	Milestone	Particulars	Payment Terms
1.	Delivery	Delivery of Application Software and perpetual Licenses, wherever applicable after release of P.O.	60% of A
2.	Phase-I	Delivery & Successfully completion of UAT Sign off	15% of A
		After 3 month of Go Live	30% of B
3.	Phase-II	Delivery & Successfully completion of UAT Sign off	15% of A
		After 3 month of Go Live	30%of B
4	Phase-III	Delivery & Successfully completion of UAT Sign off	10% of A
		After 3 month of Go Live	40% of B

The payments as per the Payment Schedule covered shall be paid by Head office Law & Recovery Department, Undisputed Invoices will get generated after signoff of each line item.

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

Sr. No.	Activity	Time Period for Completion
1.	Execution of SLA, TSP team on boarding, review of existing systems, proposed architecture and submission of project time plan.	Acceptance of PO Date + 2 week
2.	Commissioning and installation of Database Hardware and necessary configuration/networking	Within One month from the date of Acceptance of Purchase order
4.	OEM training	Training to be completed within 1 week from the date of request for training from PSB

ii) Payment terms for the Onsite Resource/ others Charges

Sr. No.	Particulars	Percentage of Payment	Payment Terms
1	Onsite Resource charges	100%	The payment will be paid in arrears at the end of every quarter based on the number of resources availed by Bank from the bidder
2	ATS	100%	Annual ATS will be paid in advance at half yearly based on review of Performance of previous quarter.

   • Bank will not pay any amount in advance (otherwise specified by bank).

- Bank will release the payment on completion of activity and on production of relevant documents/undisputed invoices. Please note that Originals of undisputed invoices (plus Two Copies) reflecting GST, GSTIN, State Code, HSN Code, State Name, Taxes & Duties, Proof of delivery duly signed by Bank officials of the respective Branch/office should be submitted while claiming payment in respect of orders placed.
- The selected bidder has to submit documentary proof for completion of activities for each milestone as defined in Payment Stage in above clause, duly signed by the Bank officials in originals while claiming payment.
- The bank shall finalize the Sign-off and Acceptance format mutually agreed by the selected bidder. The selected bidder shall strictly follow the mutually agreed format and submit the same while claiming payment.
- Payment shall be released within 30 days from submission of undisputed invoice duly signed and stamped by authorized signatory, along with supporting documents as per RFP terms.
- The payments will be released through NEFT/RTGS after deducting the applicable LD/Penalty, TDS if any and the selected bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.
- There shall be no escalation in the prices once the prices are fixed and agreed to by the bank and the bidder.
- All payment shall be subject to satisfactory performance of the bidder. The bank exercises discretion in making payments to the invoices raised.
- Any dispute regarding the invoice will be communicated to the selected bidder within 30 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 30 days from the date the dispute stands resolved.

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

Further, the above payments will be released only after submission of PBG and signing of SLA (including Do & Don't), and NDA by Successful Bidder.

The payments for ATS/AMC shall be made in arrears where Performance Bank Guarantee submitted for the Contract value. In case Bank extends Contract period, the tenure of Performance Bank Guarantee shall be extended accordingly.

3.4 Penalties

Penalties for Delay in Project Implementation

    I.   **Delivery Of All Software Components:**

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

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

II.   **User Acceptance Test:**

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

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

Penalties shall be without prejudice to the Bank's right to recover losses arising from regulatory action, audit objections or litigation attributable to the Bidder.

III.   **For Delay In ATS / AMC:**

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

IV.   **Availability and Uptime (Solution Uptime)**

Since installation of the proposed product would be a critical solution for our customer services and the Bank expects the product will have a high uptime **(of 99.9% computed on monthly basis)** and availability for branches and controlling offices to use the system during regular business hours and for performing regular maintenance activities at Primary Site or Secondary site. The bidder should ensure that any major issue or problem reported should be resolved at the earliest so that there is no operational issue faced by the bank. Any degradation from the agreed uptime shall invite penalties as detailed in the RFP.

The Bidder shall be liable for penalties for uptime maintained below 99.9% in a month. Penalties for downtime of application will be as per below mentioned table

Uptime is calculated by using the below formula:

Level of Uptime Per Month	Penalty Charges
99.9% and above	No Penalty
98% and above but below 99.9%	5% of total monthly payout
97% and above but below 98%	6% of total monthly payout
96% and above but below 97%	7% of total monthly payout
95% and above but below 96%	8% of total monthly payout
94% and above but below 95%	9% of total monthly payout
90% and above but below 94%	10% of total monthly payout
50% and above but below 90%	20% of total monthly payout
Below 50%	No payment

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

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

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

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

The successful bidder shall ensure that a minimum **99.9% uptime** will be maintained for all the proposed solution calculated on a monthly basis. Bank may recover such amount of penalties due to delay in service from any payment being released to the successful bidder, irrespective of the fact whether such payment is relating to this contract or otherwise. The same may be recovered from the payment due towards the successful bidder or from the retention money at the end of contract period.

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

V. Recovery of Penalty:

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

• The Bank expects the Bidder to complete the scope of the project as mentioned in Scope of Work of this document and in details mentioned in Functional and Technical Specifications within the time frame specified in Project Timelines of this document.
• Inability of the Successful Bidder to either provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the penalty clause. The proposed rate of penalty shall be 1 % of the value of the affected service or product per week or part thereof, of delay or non-compliance subject to an upper limit of 10% of value of affected services or product. Notwithstanding anything contained in this agreement overall cap for all penalties under this agreement shall be limited to the contract value of the agreement.
• For example, if the Successful Bidder is not able to supply a server at DC or the supplied server requires some more parts for its functioning, then the penalty levied will be 1% of the cost of "That server" per week or part thereof, of delay.
• Inability of the Bidder to provide services at the service levels defined would result in breach of contract and shall invoke the penalty clause as mentioned in Service Levels.

- Notwithstanding anything contained above, no such penalty will be chargeable on the Bidder for the inability occasioned, if such inability is due to reasons entirely attributable to the Bank.
- If the maximum amount that may be levied by way of penalty shall exceed 10 % of the Total Contract value ,the Bank reserves the rights-either cancel the contract or to accept the performance subject to this Agreement.
- If any act or failure by the Bidder/Bidder under the agreement results in failure or inoperability of systems and if The Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- The Bank plans to impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the any staff/contractor of the Successful Bidder.
- The Bank shall implement all penalty clauses after giving due written notice to the Successful Bidder. If the Bidder/bidder fail to complete the due performance of the contract in accordance with the specification and conditions of the offer document, The Bank reserves the right either to cancel the order / agreement or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.
- Penalties, if any shall be calculated for every month and will be deducted /adjusted in subsequent invoices from the bidder.
- The right to invoke the penalty clause is in addition to and without prejudice to other right available to the Bank such as termination of contract, invocation of indemnity and recovery of amount paid etc.

3.5 Bidder's Obligations

I. The Bidder is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
II. The Bidder is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
III. The Bidder shall ensure that the Application Software does not automate, override or bypass statutory procedures under SARFAESI Act, IBC, RDDBFI Act or RBI directions.
IV. The Bidder will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
V. The Bidder is responsible for managing the activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanors.
VI. The Bidder shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank.

3.6 Technical Documentation

I. The Bidder shall provide documents related to review records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of service level failure, within mutually agreed TAT.
II. Bidder shall deliver the following documents to the Bank for every software including third party software before software/ service become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures etc.

III. Bidder shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Software Solution as and when applicable.

IV. Bidder shall also provide the MIS reports, data flow documents, data register and data dictionary as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the above-mentioned documentation should be supplied by Bidder to the Bank, free of cost in timely manner.

V. Bank may at its discretion demands any information at any point of time and bidder has to provide the same.

3.7 Source Code

i. Selected Bidder shall deposit the source code of the Software and everything required to independently maintain the Software, to the bank and Source code of the solution will be the exclusive property of the Bank and after 3-4 years implementation the same will be owned, operated and maintained by the Bank.

3.8 Human Resource Requirement

The selected bidder by executing the agreement shall be deemed to have unconditionally agreed as under:
a) The selected bidder shall provide a contingent of well-trained personnel and extend necessary mentoring and operational support to the intermediary network of agents, etc. as part of the solution/service.

b) The selected bidder shall confirm that every person deployed by them on the project has been vetted through a third-party background check prior to their engagement. The selected bidder shall manage the activities of its personnel or others engaged in the project, etc., and shall be accountable for all the personnel deployed/engaged in the project.

c) In case the performance of the selected bidder/their CSP/agent/employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, the selected bidder shall have to replace the said person within the time limits stipulated by the Bank. Where the selected bidder fails to comply with the Bank's request, the Bank may replace the said person or their agents/employees on its own.

d) No right to employment in the Bank shall accrue or arise to the employees or agents of the selected bidder, by virtue of engagement of employees, agents, etc. of the selected bidder for any assignment under this project. It is further clarified that the arrangement herein with the selected bidder is a contract for service.

e) The selected bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications, skills and deployment experience for all critical activities.

f) Based on requirement, the Bidder has to submit following KYC documents for onsite/Offsite engineer:
   1. Resume latest (Candidate Photograph should be part of Resume only)
   2. Address Proof (Local and Permanent)- Duly attested photocopy by candidate and Bidder HR
   3. Aadhar Card - Duly attested photocopy by candidate and Bidder HR
   4. Relieving Certificate of Previous employer - Duly attested photocopy by candidate and Bidder HR
   5. Passport (if available) - Duly attested photocopy by candidate and Bidder HR
   6. Background Police Verification report - Duly attested photocopy by candidate and Bidder HR

g) The selected bidder shall extend all of the outsourced banking and financial services by deploying such personal that have high integrity and meet the qualifications and other criteria stipulated by

the Reserve Bank of India, Government or the Bank from time to time and agrees and undertake that during the subsistence of this agreement they will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948.

3.9 Compliance With IS/Cyber Security Policy

The selected bidder shall have to comply with Bank's IT & IS Security policy in key concern areas relevant to the RFP, details of which will be shared with the selected Bidders. Some of the key areas are as under:
a) Responsibilities for data and application privacy and confidentiality.
b) Responsibilities on system and software access control and administration.
c) Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor.
d) Physical Security of the facilities.
e) Physical and logical separation from other customers of the Vendor.
f) Incident response and reporting procedures.
g) Password Policy of the Bank.
h) Data Encryption/Protection requirements of the Bank.
i) In general, confidentiality, integrity and availability must be ensured.

3.10 Compliance with regulatory guidelines/Policies issued by Bank/RBI/NPCI/GOI and other regulatory authorities

Selected Bidder should comply with regulatory guidelines/Policies issued by RBI/NPCI/GOI and other regulatory authorities on time to time as below but not limited to:

a) During bid submission bidders should ensure compliance with the RBI's circular on "Master direction on outsourcing of Information Technology Services" vide circular number RBI/2023-24/102 DoS.CO.CSITEG/SEC.1/31.01.015/2023-24 dated April 10, 2023. Selected bidder should comply with the directions of above referred RBI circular post award of contract. The selected bidder must comply with Bank's outsourcing policy and must undergo due diligence process described in the policy. The necessary questionnaire and report formats shall be shared with the selected bidder.

b) Bidder should comply with guidelines issued by Ministry of Electronics and Information Technology -GOI in the "Open-Source Software Policy, 2014" should be considered wherever applicable.

c) Bidder should comply with RBI's master direction on Digital Payment Security Controls dated 18.02.2021

d) Bidder should comply with DPDP act 2023

e) Bidder should comply with Bank's IT Policy, cyber security policy, privacy policy, outsource policy etc.
f) Non-compliance with requirements under RBI / IBBI / CERT-In / DPDP Act or any other applicable laws shall constitute material breach.

3.11 Verification

Bank reserves the right to verify any or all statements made by the vendor in the Bid document and to inspect the vendor's facilities, if necessary, to establish to its satisfaction about the vendor's capacity to perform the job.

3.12 Audit

The Vendor shall be subject to periodic audit by internal/external 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/Source code/Manuals etc.) and services etc., provided to the Bank and the Vendor is required to submit such certification by such Auditors to the Bank.

The Vendor and or its /their outsourced agents/sub – contractors (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 Vendor. The Vendor shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Vendor. Except for the audit done by Reserve Bank of India, NPCI or any statutory/regulatory authority, reasonable notice not less than 2 days to the Vendor before such audit and the same shall be conducted during the normal business hours.

Where any deficiency has been observed during the audit of the Vendor on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Vendor 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 Vendor shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

The Vendor further agrees that whenever required by the Bank, it will 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 (ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by the Vendor. However, the Vendor shall not be obligated to provide records/data not related to the services provided under the said Agreement/Contract (e.g. internal cost breakup etc.)

The Vendor shall provide various audit tools for auditing all the components proposed by the Vendor as part of the solution. The audit tools will need to be provided by the Vendor in the form of application audit reports that can be used by the internal, external, Bank appointed and statutory auditors. The Vendor is required to facilitate the same at no additional cost and shall provide uninterrupted access to the documents required by the auditors.

Bank will also conduct review on the financial and operational condition of the Vendor to assess its ability to continue to meet its outsourcing obligations.

3.13 Reverse Transition

Reverse Transition Services are the services provided by the Bidder to the Bank in case of failure takes place during transition period (switch over to new vendor or new change request). Bank has the right, in its sole discretion, to invoke the reverse transition plan on completion of the 1 year of contract. During the Reveres Transition period, the Bidder will facilitate an orderly transfer of the Services to the Bank/subsidiary/associate/Joint Venture or to an alternative third party bidder nominated by Bank. Where Bank elects to transfer responsibility for service delivery to a number of Bidders, Bank will nominate a services provider who will be responsible for all dealings with bidder regarding the delivery of Reverse Transition Services.

Any changes/ modification suggested by Bank must have reverse transition services at Bank's discretion.

The Reverse Transition Services, to be provided by the Bidder to the Bank shall include the following:
1. Software: The Bidder shall ensure that all Software/applications/tools which are being used at the Contact Center to provide services shall be transferred to the Bank/its designee and the Bank enters into separate annual maintenance agreements for maintenance of their respective Software

/Applications /Tools provided under this Agreement, upon commercially reasonable term and terms and conditions as available currently to the Bidder or better than the same.

2. Hardware: The Bidder shall ensure that all hardware being used at the contact center to provide services shall be save any data at Bank's servers only.

3.14 Knowledge transfer

1. People transfer: The Bidder shall provide the necessary support for transfer of all dedicated resources including all the Agents and their Team Leaders, engaged for rendering services under this RFP to the Bank/its designee.
2. Parallel Run: The Bidder agrees that the parallel-run shall/may continue for a period of 3-to-6 Months, post the notice period of three months, during which the Bidder shall adequately supervise the hand-over of the various components of the Bidder 's functions under this RFP.

3.15 Non-Assignment

The Vendor agrees that the Vendor shall not be entitled to assign any or all of its rights and or obligations under this Agreement to any entity including the Vendor's affiliate without the prior written consent of the Bank. If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership, etc., this Agreement/Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Vendor under this Agreement/Contract.

3.16 Sub-contracting / Outsourcing

The selected Bidder will undertake to provide the contact center services required in this RFP to the Bank and will not outsource or subcontract any or all of the services being offered to Bank to any company or to a company fully / partly owned by the Bidder, except with the prior written consent of the Bank. In case any specialized service is prescribed in the scope of work requires subcontracting, it need to be specified in the proposal/ response document with all the details of the work/ services. Please note that no work/ services shall be subcontracted without the prior permission from the Bank in writing.

3.17 Delay in the Bidder's Performance

I. Services shall be made by the Bidder within the timelines prescribed in Scope of Work section of this document.

II. If at any time during performance of the Contract, the Bidder should encounter conditions impeding timely delivery and performance of Services, the Bidder shall promptly notify the Bank in writing of the fact of the delay, it's likely duration and cause(s).

III. Any delay in performing the obligation/ defect in performance by the Bidder may result in imposition of penalty, liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract (as laid down elsewhere in this RFP document).

3.18 Non-solicitation

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 Agreement/Contract during the period of the Agreement/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 Agreement/ Contract and one year thereafter, neither Party will cause or permit any of its directors or employees who have knowledge of the said Agreement/Contract to directly or indirectly solicit for employment as the key personnel working on the project contemplated in this Agreement/Contract 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.

(iv)   The obligations under this clause shall survive termination of the Contract.

3.19 Insurance

The Bank will not be liable for any damage/loss to assets, resources and manpower deployed by the Bidder. Bidder shall procure all insurance policies to include requisite insurance coverage as applicable including Comprehensive general liability insurance and /or third-party accident insurance to safeguard any eventuality while the employees of the Bidder are on duty.

3.20 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.

3.21 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 confidential information. The bidder shall furnish an undertaking and have to sign a Non-Disclosure Agreement as per Annexure-XIX on stamp paper. No media release, public announcement or any other reference to the RFP or any program 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. Confidentiality obligations shall survive termination and align with data protection laws.

3.22 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.

3.23 Integrity Pact and Independent External Monitor

The bidder should submit Original Executed Pre-contract Integrity Pact as per Annexure-XIII along with the technical bid. The Integrity Pact must be executed on stamp paper of applicable value and must be signed by all the witnesses also. The Independent External Monitor (IEM) of the Bank would review independently and objectively, whether and to what extent parties have complied with their obligations under the Integrity Pact.

The detail of present Independent External Monitor of the Bank is as under

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

3.24 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:
- 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.
- 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.
- Further, the Start-ups are also exempted from submission of EMDs.
- 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.

- 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.

- 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.

- "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.

- "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.

- "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.

- '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.

- 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%.

- The margin of Purchase preference shall be 20%.

- 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.

- 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.

- 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.

- 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.

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

- 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.

- 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.

- 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

3.25 Severability

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

3.26 Limitation of Liability

1. Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.

2. Bidder's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited. Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Bidder as part of procurement under the RFP.

3. Under no circumstances BANK shall be liable to the selected Bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BANK has been advised of the possibility of such damages, such as, loss of revenue or anticipated profits or lost business. Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement.

4. All employees engaged by the party shall be in sole employment of the party and both the parties shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall other party be liable for any payment or claim or compensation (including compensation on account of injury/death/termination) of any nature to the employees and personnel of the other party.

3.27 Vicarious Liability

The selected bidder shall be the principal employer of the employees, agents, contractors, sub-contractors etc., engaged by the selected bidder and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the selected Bidder, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the selected bidder shall be paid by the selected bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the selected bidder's employees, agents, contractors, subcontractors etc. The selected bidder shall agree to hold the Bank, its employees, successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of selected Bidder's employees, agents, contractors, sub-contractors, etc. Bidder shall be vicariously liable for acts and omissions of its employees, agents and sub-contractors.

3.28 Liquidated Damages

The liquidated damages will be an estimate of the loss or damage that the bank may have suffered due to delay in performance of the obligations (under the terms and conditions of the contract) by the selected vendor shall be liable to pay the Bank as liquidated damages at the rate of 1% per week of the total contract value for delay in completion of each phase with maximum limit of 10% of contract value. Without any prejudice to the Bank's other rights under the law, the Bank shall recover the liquidate damages, if any, accruing to the Bank, as above, from any amount payable to the selected vendor either as per the Contract, executed between the Bank and the vendor pursuant hereto or under any other Agreement/Contract, the Bank may have executed/shall be executing with the vendor.

3.29 Data Protection

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

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

3.30 Not Acceptance / Non Execution of Order

In case the bidder shortlisted through this RFP process (here in after called "successful bidder") refuses to accept / execute the order, Bank will procure the same from the respective OEM as per existing terms & conditions and rate accepted by OEM. The said successful bidder will have to bear the difference of cost if any of such item / product purchased by Bank from OEM (Bank is having all the rights to recover the difference / penalty amount from PBG as well as any amount payable to the said successful bidder). Bank also reserves the right to encash the PBG amount and blacklist/debar the said successful bidder in such eventuality without giving any notice thereof in this regard for a period of further three years from the date of blacklisting/debarment.

3.31 Warranty, & Annual Technical Support (ATS):

Complete solution supplied should be covered under comprehensive 1 year warranty & Post Warranty comprehensive BACK-TO-BACK & ATS for four years. **The period of warranty and subsequent ATS shall be from the date of Go-live of all modules.** Also, during warranty, ATS period, for any change in code of Application Software, Warranty and ATS will be provided by Bidder for the contract period without any additional cost. Bidder should make adequate arrangements with OEM for the same. This includes, but is not limited to, updating the latest patches of software, re- configuration, redeployment of application (if required), providing latest version (software subscription) of the software/license etc. Definition update / patch update, upgrade would be done by successful bidder immediately for critical updates or on monthly basis for normal updates/upgrades.

The successful bidder shall be fully responsible for the ATS of Application software against any defects arising due to any reason whatsoever of supplied Application Software during Warranty& ATS period.

ATS should cover the following at no extra cost to Bank:-

a. Service support should be available on 24x7x365 basis.

b. Any issue except hardware failure in the deployed solution should be resolved within 2 hours of receipt of complaint.

c. Any corruption in the software or media shall be rectified during the full period of the contract including ATS.

d. ATS would cover updates / maintenance patches / bug fixes (available from the original software

successful bidder) for system software & firmware patches/bug fixes, if any.

e. The successful bidder should provide on-site preventive maintenance on regular interval i.e. quarterly. However, Yearly preventive maintenance must be done by OEM and report of the same shall be provided to Bank. Pro-active product health status check-up (on-site) and submission of report quarterly/yearly. During the preventive maintenance the bidder/OEM should also check the Application Software and upgrade the same to latest version as released by OEM. The successful bidder / OEM will be required to forward to the Banks well in advance (at least 7 days) the preventive maintenance schedule / plan to enable the Bank to intimate the locations/offices and obtaining downtime etc.

f. Free of cost version upgrade/customization will be done by bidder whenever new version of firmware/software is released or new requirements comes.

g. The bidder to note that, the Bank reserves the right to modify/update the parameter files/configuration after feasibility check by the successful bidder. The feasibility of same should be informed to the Bank.

h. The bidder to submit detailed Root Cause Analysis for software related issues/failures.

i. Any coordination with the OEM for support should be carried out by the bidder engineer.

j. The bidder to note that, only under exceptional conditions remote access for devices would be provided. Under all other circumstances bidder to provide on- site support only.

k. The OEM must provide technical support. The OEM must provide the dedicated login credentials to Bank with highest level permissions to search knowledgebase, downloading of the patches, documents and to manage the device. Bank should be able to raise tickets directly to OEMs.

l. Bank should have a facility to log a call using web interface where in all the support contract details should be linked. This interface should provide the incident number for monitoring the progress of the call/support ticket. The Bank should also have flexibility to log the calls using either emails/telephone also.

m. The OEM should have a comprehensive known error database or knowledge database in the form a web access which is accessible to Bank team for resolving first level issues. This is not a local database maintained to track incidents. This repository is the knowledge base of all the incidents resolved worldwide by the successful bidder support teams.

n. The ATS may be terminated by the Bank after giving three months' notice in case of deficiency in services. Bank may extend the ATS term for two terms of 1 year each on same rates and same terms and conditions.

o. The quoted percentage (%) for ATS would be applicable for proactive support on 24 x 7 x 365 basis. ATS would cover all components of the offered appliance/solution/software without any exceptions.

3.32 Upgrades And Updates

The successful bidder shall be required to provide all future updates and upgrades for the proposed Solution / Application software provided free of cost during contract period. If however, the upgrades / updates is not available then the support for the implemented Solution / Application software should be available at any point of time.

The solution (software/Application Software) provided by the successful bidder should not be declared end of sale within 5 years of sign off of the project. If at all the solution / Application Software is declared end of sale within 5 years of sign off, the successful bidder has to provide the upgraded version (software) free of cost, to the Bank.

3.33 Onsite Technical Support (OTS)

The successful bidder shall provide **two** resident engineers as Onsite Technical Support and two Facility Management Resources to manage OS, Web, App and DB server at no extra cost during the warranty period of the application. The proposed resident engineer must fulfil following criteria & Success full bidder

i.e. successful Bidder will submit documentary proof for the same to Bank before starting the implementation of the solution:

a) **Qualification:** The resident engineer should hold a degree in BCA / B.E / B.Tech in Computer Science / Electronics engineering / Information technology or MCA or M.Sc. (IT) or equivalent. The engineer must also hold relevant certification from the OEM for customization of offered solution at the time of his deployment in the Bank.

b) **Experience:** Resident engineers should have minimum 3 years of experience in similar OEM product customization, administration & monitoring of the proposed Solution. The activities performed by resident Engineer includes the activities includes issue fixing (of software), deployment, complaints handling, testing, applying certified patch provided by customization team of bidder, running batches, DC-DR sync, DR drill activity and any other job assigned by bank for proposed solution. Proper experience certificate obtained from the client, to be submitted at the time of deployment of resident engineers in the Bank. Certification from the OEM to be submitted at the time of payment request for onsite engineer charges.

c) **Background check:** Successful bidder has to conduct proper background check of the resident engineers and should submit BGV (background check verification document) to the Bank.

The successful Bidder shall provide resource which will also be managed by bidder and should be available between 10:00 AM and 06:00 PM in at Corporate Office of the Bank on all working days. However, in case of any exigencies Bank may call upon resources on non-working days / Holidays or beyond working hours as per Business Requirement of the Bank.

The Bank team may conduct the interview of the proposed resource candidates before according the approval. Bank reserves the right to interview and accept / reject / change / Support Resource.

After Warranty period bidder to provide one additional Onsite Technical Support for which Separate commercials have been called in Performa of Commercial Indicative offer, Annexure XII and it is the sole discretion of the Bank to avail its services or the duration of the OTS. Separate Purchase Order will be issued for the OTS specifying the duration of the support and the no. of engineers required and charges will be paid on pro-rata basis. Bank is not bound to place any minimum order for additional OTS. This option will be availed as and when required by the Bank.

A. Onsite support during Warranty Period

- During the implementation, bidder should not change / modify the Bank's existing IT infrastructure without bank's permission in writing. The performance or security of the existing network setup should not be hampered & compromised.

- The successful bidder shall provide two resident engineers as Onsite Technical Support at no extra cost during the warranty period of the application. The proposed resident engineer must fulfill following criteria & Success full bidder i.e. successful Bidder will submit documentary proof for the same to Bank

- Successful Bidder has to generate, suggest and customized reports as per the requirement of the Bank.

- Successful Bidder has to troubleshoot and resolve the problems occurred during the implementation of the project.

- Desired report generation on daily basis & hand holding of Bank officials for the same.

- Successful bidder has to provide OTS and dedicated Team Lead / Project Manager to Bank during the period.

B. Onsite support post Warranty Period

- Post Warranty successful bidder has to ensure the availability of resident engineers during office hours as mentioned above at Bank's premises for administration, operations, management and all activities related to the solution, maintenance activities including DR Drill, issue fixing etc as per commercials finalized.

- The resident engineers stationed at Bank's Premises will be exclusively for this project and cannot be shared by the bidder for any other purpose during contract period. Granting leave / absence to the engineers posted at our site, should be with at least 2 days' prior intimation to the Bank and suitable replacement should be arranged in his/her absence without fail. Penalty may attract if engineers are absent.

- Resources will be responsible for conducting DR drills on quarterly basis or as desired by Bank. Bidder is required to perform the following activities other than the ones called out as part of Responsibility Matrix below:

    a. Installation / Creation / Re-Installation of data bases with suitable hardening procedures as per Bank's policy.
    b. Fine tune and resolve performance issues through performance tuning and optimizations.
    c. Provides the required operational support to monitor the proposed applications database environments
    d. Refers to the successful backup and restoration of the database instances as defined by BANK policy.
    e. Management of the granting, removal, monitoring and editing of access rights allocated to the database and application environments based on the Bank's direction and approval
    f. Processes to perform database upgrades, performance tuning and repairing a database (if required)
    g. Create, Implement and validate database recovery solutions. Support during DR testing and during actual DR situations
    h. The Successful bidder has to ensure the availability of requirements of engineers (as per qualifications defined by the Bank mentioned in this tender) at Bank's Data Center and if required at another site for setting up and administration of the solution.
    i. Preventive maintenance of devices/ solution should be performed on quarterly basis.

- Proactive monitoring of health of the solution, including the H/W, S/W, application, solution on various parameters such as CPU, memory, interface utilizations, etc., monitoring of communication / proper working of the solution with various integrated applications like Active Directory, Anti-Virus, SIEM, ATP, VA/PT tool, etc. monitoring the threshold of devices' utilization with respect to number of users, concurrent connections, etc. and reporting the same to the Bank on daily basis. Reporting abnormalities to the Bank as and when observed/occurred.

- Maintaining the inventory of all nodes, VMs etc. connected throughout the Bank's network (managed through Central Management Console) along with device IP address, MAC address, present location, switch IP and switch port numbers used for connectivity, type of devices connected, etc.

- Preparing and submitting reports as per the requirement of the Bank. Reports will include daily health monitoring and other statistical reports. If any report is available out of the box then engineer has to customize the same as per the Bank's requirement with no extra cost. Engineer may take support from its Backend team and/or OEM if required.

- Troubleshooting day to day issues, faced by end users, pertaining to proposed solution in coordination with Bank's Network integrator, security integrator, desktop management team or other relevant teams/successful Bidders.

- Call logging and follow-up with the OEM or the successful bidder's support mechanism and escalation for resolution of all types of software, solution or application related issue for the solution within the Turn-around-time.

- Promptly alert Bank's team in case of any discrepancy observed or any security threat and initiate necessary action in coordination with security successful Bidders of the Bank.

- Periodic Assessment of the solution for ensuring compliance and security hardening as per Bank's policies/requirements and submitting recommendations for further improvements to mitigate any possible threats, effective compliance check, better visibility and controls, etc.

- Configuring automatic incremental and full backup of VMs, Nodes including audit logs, policies, system configurations, user database, element database and any other parameters required to run the solution.

- The resident engineers have to perform duties (but not limited to mentioned in RFP) pertaining to the solution.

- The successful bidder will ensure onsite availability of experienced resources of OEM in case of any emergent circumstances of the Bank in addition to the existing onsite resident engineer without any extra cost to the Bank, till the time the issue is resolved. Complete RCA should be provided to Bank by OEM, in such Cases.

- The non-delivery of services or non-response or any breach of information will lead to penalty. The penalty is applicable in respect of non-delivery of services/ support as per the requirement of this RFP. The onsite engineers/representative deployed by the successful bidder will not claim any benefit from the Bank and any loss or damage to the Bank due to them will be the sole responsibility of the Successful bidder.

3.34 Training

The successful bidder shall impart free of cost complete administration training & for day to day maintenance of offered solution for at least 3 days to 100 Identified Bank Personnel at various centres (As identified by the Bank) within 1 month after Go Live Sign-off after completion of implementation. The training should cover complete administration & day to day maintenance of the solution and should be classroom based.

Further System Administration training has to be provided to Central Office team of the Bank. The Bidder will be responsible for training the Bank's employees in the areas of implementation, Integration, migration, operations, management, error handling, system administration, etc. The training should at least cover the following areas:

a. Functionality available in the solution
b. New functionality customized (if any)
c. Integration
d. Data Migration (data mapping, field validation, default values, gaps in data migration, manual data entry programs etc.)
e. Impact Analysis
f. Generating various MIS reports from the solution provided
g. System and Application administration
h. Log analysis and monitoring

The Bidder will be expected to deliver to the Bank one (1) physical copy and one (1) Electronic copy of documentation for each of the deliverables and online context- sensitive help module included in the software to enable the Bank's personnel to use and understand the operations of the deliverables. The Bank may make additional copies of the Bank specific documentation for their internal use.

3.35 Information Security

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

team during the contract period, within the stipulated timelines, without any extra cost. Further, Cyber incidents shall be the Bidder reported within 3 hours of detection.

3.36 Visitorial Rights

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

3.37 Malicious Code Certificate

The Bidder should upload following certificate in the bid:-

(a)   This is to certify that the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to:
   (i)   Inhibit the desired and designed function of the equipment.
   (ii)   Cause physical damage to the user or equipment during the exploitation.
   (iii)   Tap information resident or transient in the equipment / network.

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

3.38 Compliance with Laws

Any non-compliance with applicable laws, statutory, regulatory or judicial mandates related to the Application Software, its configuration, or automated workflow shall be deemed a material breach, making the Bidder fully liable for all consequences, including regulatory action, litigation, penalties and reputational loss.

3.39 Privacy and Security Safeguards

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

3.40 Business Continuity Plan

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

The Application Software shall not take or recommend legal decisions. All statutory actions shall be taken by authorised personnel of the Bank.

CHAPTER IV - 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 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. The seat and venue of the Arbitration proceedings shall be New Delhi and the proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.

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.

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 about 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 survive termination of the contract.

Force Majeure shall not include events arising from cyber incidents, data breaches, regulatory non-compliance, financial incapacity or negligence of the Vendor / successful bidder.

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

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

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

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.

Confidentiality obligations shall survive termination and shall be subject to disclosure under the Right to Information Act, 2005.

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 stated in the RFP.

4.7 Ownership and Retention of Documents

All data, documents, records, reports, logs and outputs generated by the Successful Bidder shall be the exclusive property of the Bank and shall be handed over upon demand or termination of 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 while 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 Application Software or any part thereof in India, the successful Bidder shall act expeditiously to extinguish such claim. If the Vendor(s) fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the successful Bidder shall be responsible for the compensation to the Bank including all expenses, court costs and lawyer fees. The Bank will give notice to the successful Bidder of such a claim, if it is made, without delay. The successful Bidder shall indemnify the Bank against all third-party claims.

4.9 Intellectual Property Indemnity & Indemnity against Misuse of License

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

Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by Service Provider 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 Service provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as and when requested.

The aforesaid indemnity shall survive termination of the contract.

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 Vendor(s) 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/ upgradation/ development during the contract period without any cost to Bank.

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

The Successful bidder shall ensure payment of minimum wages to persons engaged by it as fixed from time to time under the Minimum Wages Act, 1948. In case the same is not paid, the liability under the act shall solely rest with the successful bidder. 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 made to provide remuneration for services provided to the Bank on behalf of selected bidder.

Service Provider 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.

Service Provider 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. Salaries 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 bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities. The 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) and Payment and Settlement Systems Act 2007 and amendments thereof. A self-declaration to this effect is to be submitted by the bidder.

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.

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

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

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. Such conflict shall include but not be limited to direct or indirect conflict of interest with borrowers, ARCs, resolution applicants, auction bidders or recovery agents associated with the Bank.

4.12 Inspection of Records

Subject to receipt of prior written notice, all Vendor(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 Vendor(s), provided that the auditors would be permitted to submit their findings to the Bank pertaining to the scope of the work, which would be used by the Bank. The cost of the audit will be borne by the Bank.

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

4.13   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. This clause shall survive termination of the Contract.

4.14 Compliance with Posh Guidelines

a) The vendor shall be solely responsible for full compliance with the provisions of "The Sexual Harassment of women at work place (Prevention, Prohibition and Redressal Act, 2013)". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee (ICC) constituted by the Bank and the vendor shall ensure appropriate action under the said Act in respect to the complaint.

b) Any complaint of sexual harassment from any aggrieved employee of the vendor against any employee of the Bank shall be taken cognizance of by the Internal Complaints Committee constituted by the Bank.

c) The vendor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the vendor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the vendor is proved.

d) The vendor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

4.15 No Legal Relationship to Bidder
No legal binding relationship will exist between any Bidder and the Bank until execution of a contractual agreement with the shortlisted Bidder

PREM SHANKAR SINGH

DEPUTY GENERAL MANAGER

Annexure- Check List

SR NO	ANNEXURES/APPENDIX	DESCRIPTION	ATTACHED WITH BID (Y/N)
		ANNEXURE- CHECK LIST	
1	ANNEXURE-I	TENDER COVERING LETTER	
2	ANNEXURE-II	UNDERTAKING FROM BIDDER	
3	ANNEXURE-III	ELIGIBILITY CRITERIA OF THE BIDDER	
4	ANNEXURE-IV	BIDDER'S INFORMATION	
5	ANNEXURE-V	COMPLIANCE STATEMENT	
6	ANNEXURE–VI	PERFORMANCE CERTIFICATE	
7	ANNEXURE–VII	LITIGATION CERTIFICATE	
8	ANNEXURE-VIII	UNDERTAKING FOR NON-BLACKLISTED	
9	ANNEXURE-IX	TURNOVER CERTIFICATE	
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12	ANNEXURE-XI(A)	TECHNICAL SPECIFICATIONS OF THE APPLICATION	
13	ANNEXURE-XI(B)	FUNCTIONAL SPECIFICATIONS OF THE APPLICATION	
14		ANNEXURE-XI(C) SCORING METHODOLOGY	
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18	ANNEXURE-XV(A)	CERTIFICATE REGARDING RFP FOR APPLICATION SOFTWARE FOR DIGITALIZATION & AUTOMATION OF BANK'S RECOVERY & LITIGATION FUNCTIONS	
19	ANNEXURE-XVI	ACCEPTANCE OF SCOPE OF WORK	
20	ANNEXURE-XVII(A)	PROFILE OF PROPOSED TEAM LEADER AND CORE TEAM MEMBERS	
21	ANNEXURE-XVII(B)	ESCALATION MATRIX	
22	ANNEXURE-XVIII	UNDERTAKING OF INFORMATION SECURITY	
23	ANNEXURE – XIX	SAMPLE NON-DISCLOSURE AGREEMENT	
24	ANNEXURE-XX	PROJECT COMPLETION CERTIFICATE	
25	ANNEXURE-XXI	BID SECURITY DECLARATION	
26	APPENDIX-A	BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT	
27	APPENDIX-B	AUTHORIZATION LETTER FORMAT	
28	APPENDIX-C	UNDERTAKING FOR MANPOWER/RESOURCES	
29	APPENDIX-D	SELF AFFIDAVIT / DECLARATION FOR LOCAL SUPPLIER	
30	APPENDIX-E	UNDERTAKING FOR LABOUR LAWS COMPLAINCE	
31	APPENDIX-F	UNDERTAKING FOR BUG FREE AND SMOOTH SOLUTION	

32	APPENDIX-G	MANUFACTURER'S (OEM/OSD/OSO) AUTHORIZATION LETTER	
33	APPENDIX-H	UNDERTAKING FOR BEING THE OEM OF THE OFFERED PRODUCT/ UNDERTAKING OF AUTHENTICITY	
34	APPENDIX-I	INDEMNITY CUM UNDERTAKING	
35	APPENDIX-J	OEM DECLARATION ON RESTRICTION ON PROCUREMENT DUE TO NATIONAL SECURITY	
36	APPENDIX-K	PRE – BID QUERIES FORMAT	

ANNEXURE – I Tender Covering Letter
(Should be submitted on Company's letter head)

The Deputy General Manager
HO Law & Recovery Department
Punjab & Sind Bank
New Delhi – 110023

Dear Sir,

Sub: Request for proposal for providing Application Software for Digitalization & Automation of Bank's NPA and Recovery Management Solution .

Ref No: RFP ………….

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 providing Application Software for Digitalization & Automation of Bank's NPA and Recovery Management Solution of the bank in the 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 authorization letter/ POA / Board resolution 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 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.

All Annexures and Schedules form an integral part of the RFP. In case of conflict, the provisions of Chapters I to IV shall prevail.

All the details mentioned by us are true and correct and if the 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. The 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 UNDERTAKING FROM THE BIDDER

The Deputy General Manager
Law & Recovery Department
Punjab & Sind Bank
New Delhi – 110023

Dear Sir,

Reg.: Our bid for RFP Application Software for Digitalization & Automation of Bank's NPA and Recovery Management Solution

We submit our Bid Documents here with**.**

We understand that

- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.

- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form. Till such a formal contract is prepared and executed, this bid shall constitute a binding contract between us and Bank.

- We confirm compliance with applicable laws, statutory and regulatory directions, data protection and cyber security requirements, and acknowledge that any misrepresentation or suppression of facts shall result in rejection of the bid and forfeiture of EMD.

- If our bid is accepted, we are responsible for the due performance of the contract.

- You may accept or entrust the entire work to one Bidder or divide the work to more than one bidder without assigning any reason or giving any explanation whatsoever.

Date: _____
Place: _____

Yours faithfully

Signature of Authorized Signatory
 Name of Signatory:
Designation:
 Email ID:
 Mobile No:
 Telephone No.:
Seal of Company:

(ANNEXURE-III) ELIGIBILITY CRITERIA OF THE BIDDER

Sr. N.	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED	COMPLIANCE (YES/NO) (Pg. No. of the Technical Bid submitted)
1	Proof of Earnest Money Deposit	To be submitted along with the bid.	
2	The bidder should be registered as a company in India as per Company Act 1956 & 2013/ Partnership Bidder registered under LLP Act, 2008, operating since last 5 years as on the date of Bid Submission date of RFP.	Copy of the certificate of incorporation issued by The Registrar of Companies / Partnership Deed etc.	
3.	The bidder should have valid PAN, GST Registration and Registered office in India	Copy of Valid PAN Card, GST Registration Certificates and any other valid documents issued by competent authority in India	
4	The bidder of Software Application should have an annual turnover of INR 80 Crores (Rupees Eighty Crore) or (INR 60 Crores (Rupees Sixty Crores) for MSE bidders) for each of the past three Consecutive financial years (i.e. FY 2022-23, FY 2023-24 & FY2024-25). The bidder should have positive net worth during the last three consecutive financial years (i.e. FY 2022-23, FY 2023-24 & FY2024-25) for which CA Certificate as per Annexure- IX and Audited Financial statements (Balance sheet and Profit & Loss statement) have been submitted.	Provide CA Certificate as per Annexure- IX and Audited Financial statements (Balance sheet & Profit & Loss statement) for the last three (3) Financial years. The CA certificate provided in this regard should be without any riders or qualification.	
5	The bidder should be a profit-making company during last two consecutive financial years (2023-24 & 2024-25).	Statutory Auditor/ CA Certificate with Registration Number / Seal along with Certified copy of audited accounts (Balance Sheet along with Profit and Loss Statements) as supporting documents. The CA certificate provided in this regard should be without any riders or qualification.	
6	Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central	A self-declaration letter by the bidder on the Company's letter head should be submitted to this effect.	

	Government or their agencies/ departments on the date of submission of bid for this RFP and also certify that they have not been disqualified / debarred / terminated on account of poor or unsatisfactory performance and/or blacklisted by any Scheduled Commercial Bank / Public Sector Undertaking / State or Central Government or their Agencies / Departments at any time, during the last 3 years. (Refer GOI Cir. No F.1/20/2018-PPD dated 02.11.2021)		
7	The bidder should be an OEM of the solution / app offered or its authorized representative in India having IP Rights of the customization.	In case of authorized representative of Any Item (e.g. App. / hardware etc.), MAF from OEM of the all the Items (App. / hardware etc.) as per Annexure-XA in their letter Head needs to be provided. (Name, designation, contact no & official mail id of the signing authority must be clearly mentioned in the MAF.) In case bidder itself is OEM of any Item (e.g. App. / hardware etc.), undertaking as per Annexure-XB on their company's letter head should be provided. MAF from OEMs of other components is also required. Bidder is also to provide documentary evidence that the person signing Annexure-XA (MAF) is authorized to issue such letters / certificate on behalf of company.	
8	Bidder should not have been declared as NPA/bankruptcy by any of the financial institution in India. The bidder should not be involved in any litigation which threatens solvency of company.	Certificate is to be provided by the chartered accountant /statutory auditor, as per Annexure- 'VII'	
9	The bidder must be ISO 9001: 2015 or above Certified Company or its equivalent and the certificate should be valid as on date of bid submission.	Copy of certification depicting ISO 2015 or above Certified Company or its equivalent.	
10	During last four Years (as on Bid submission date) the OEM / Bidder should have experience of successfully implementation of minimum one similar Software	Satisfactory Performance Certificate from the Clients strictly as per Annexure-VI. OR	

	solution like proposed Application Software product having at least any three (3) of the following 6 modules viz. • OTS • SUIT FILING • SARFAESI • Willful Defaulter • IBC/NCLT • Litigation Management System	Copy of Work Order along with Confirmation Mail from the Client stating that the work order has been successfully executed OR Copy Of Work Order along with Installation Certificate signed & stamped by the Client OR Copy of Work Order along with any other proof of execution. (Kindly note that any of the above documents submitted must be sufficient enough to certify bidder's experience, must be authentic and must also contain all the material information as required in Annexure-VI)	
11	Labour Law Compliances	Undertaking to be submitted	
12	Integrity Pact	Appendix-XIII duly signed by the authorized signatory of the Bidder.	
13	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.	
14	Bidder should provide undertaking that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters / management or partnership firms / LLPs having common partners has not participated in the bid process.	Undertaking to be submitted.	
15	Non-Disclosure Agreement	To be submitted as per Annexure-XIX duly signed by the authorized signatory of the Bidder.	
16	The bidder should either be Class-I or Class-II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order (English) dated 16/09/2020 or any subsequent guidelines issued by (Govt./Regulatory authority from time to time	The Class-I Local Supplier / Class-II Local Supplier shall provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content,	

| 17 | Satisfactory performance certificate | Bidders, who are current vendors of our bank, are required to submit a satisfactory performance certificate from the relevant department | |

on their letter head with Registration number with seal

NOTE

1. Only the OEM or its two authorized representative in India having IP Rights of Customization can bid. If both the OEM and its authorized representative bid for the same Solution, both the bids will be rejected.
2. If any Item / App / Solution of Original Equipment Manufacturer (OEM) is being quoted in the tender through its authorized representative, the OEM Company cannot bid for any other OEM's product.
3. In case of Indian Authorized Representative (IAR) / Agent / System Integrator (SI), maximum two Authorized Representatives of a particular Principal or Original Equipment Manufacturer (OEM) / Solution Provider can participate in the tender process.
4. In case any purchase order has been issued to the bidder by our Bank in respect of any other project / product and the same has not been delivered / executed even after the prescribed time period and if the delay is not accepted & approved by the Bank, the bid of the respective bidder is liable for rejection.
5. Bidder should submit detailed response along with documentary proof for all of the above eligibility criteria. The eligibility will be evaluated based on the bid and the supporting documents submitted. Bids not meeting the above eligibility criteria will be rejected.
6. Technical Evaluation will be done by Bank's technical evaluation committee and the decision of the committee will be final.
7. Bidders to submit relevant documentary evidence for all parameters mentioned.
8. Providing any wrong information by the bidder will result in disqualification of the bidder. The Bank may cross check above parameters by any means / during site visit.
9. All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/third party. All documents, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).
10. All third party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident.
11. Bidder is also required to substantiate whether the person signing the document from his Company and from OEM Company is authorized to do so on behalf of his/OEM's company respectively. Inability of the bidder to prove the genuineness/authenticity of document from his Company and from OEM Company, may make the bid liable for rejection.
12. The participating bidders are required to submit unambiguous documentary evidences, in support of their meeting the above eligibility criteria. The bidder must comply with all above mentioned criteria. Non-compliance of any criteria will entail rejection of the bid summarily.
13. Bank reserves the right to verify/evaluate the claims made by the bidder independently. Any decision of the Bank in this regard shall be final, conclusive and binding upon the bidder. The Bank may accept or reject an offer without assigning any reason what so ever.

Yours faithfully

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

ANNEXURE-IV BIDDER'S INFORMATION

Sr. N.	INFORMATION	PARTICULARS/RESPONSE		
	Company Name			
	Constitution			
	Date of Incorporation			
	Head Office Address			
	Registered office address			
	GST No.			
	Whether MSE(quote registration no. and date of registration, copy to be attached)			
	Bank Account Detail: Account Number, Account Name, IFSC, Bank Name			
	Name, Designation, Tel. No, E-Mail of the authorized signatory submitting the RFP (Please enclose the copy of board resolution)			
	Specimen Full signature			
	Contact persons address, telephone number, mobile number, Fax Number, E-Mail ID. (give at least 2 contact persons details)			
	Details of Service Support Center in Delhi / NCR	Complete Address: No. of Support Engineers: Contact Person (Name & No.): Email ID:		
	Whether company has been blacklisted for service deficiency in last 3 years. If yes, details thereof.			
	Any pending or past litigation (within three years)? If yes please give details	Yes / No / Comments (if option is 'Yes')		
	Please mention turnover for last three financial years and include the copies of Audited Balance Sheet in support of it.	FY	Turnover Rs. (in Lacs) from Indian Operations from Software Development Services.	Net Profit/Loss (in lacs)	Net Worth (in Lacs)
		2022-23			
		2023-24			
		2024-25			

Date: _____

Place:_____

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

ANNEXURE-V COMPLIANCE STATEMENT

Reg.: RFP For Application Software For Digitalization & Automation Of Bank's NPA and Recovery Management Solution

DECLARATION

Please note that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. Bank reserve the right to reject the bid, if bid is not submitted in proper format as per RFP.

Compliance	Description	Compliance (Yes/No)
Terms and Conditions	We hereby undertake and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of our bid).	
Scope of work and/ Technical Specification	We certify that the systems / services offered by us for tender conform to the Scope of work and technical specifications stipulated by you. (Any deviation may result in disqualification of our bid).	
RFP, Clarifications & subsequent Corrigendum/s, if Any.	We hereby undertake that we have gone through RFP, clarifications & Corrigendum/s issued by Bank and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of our bid).	

Date: _____

Place: _____

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

ANNEXURE–VI PERFORMANCE CERTIFICATE

(To be provided on letter head of the issuing company)

To
The Dy. General Manager
Law & Recovery Department
Punjab & Sind Bank
New Delhi – 110023

Sir,

Reg.: RFP For Application Software For Digitalization & Automation Of Bank's NPA and Recovery Management Solution.

This is to certify that M/s_____ has supplied / implemented Complete_____ (Name of application software for digitalization & automation of recovery functions) originally developed by_____(OEM name) to our organization since_____(no. of years) for _____ (No. of users) and successfully running since _____(no. of years). M/s_____ has supplied / implemented following modules:

SN	Modules	Implemented (Y/N)	SN	Modules	Implemented (Y/N)
1	OTS		8	Valuation in NPA Accounts	
2	SARFAESI		9	Insurance of Securities in NPA Accounts	
3	ARC		10	Out Sourcing Agencies	
4	IBC		11	Gold Loan	
5	Suit Filing		12	Recovery Agencies	
6	Lok Adalat		13	Potential Assessment of Recoverable NPA Accounts	
7	Wilful Default		14	Monitoring & Review	

The services provided by the M/s _____are satisfactory and working fine since_____(no. of years).

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

Date: _____

Place:_____

Yours faithfully

Signature of Authorized Signatory
 Name of Signatory:
Designation:
 Email ID:
 Mobile No:
 Telephone No.:
Seal of Company:

<u>ANNEXURE–VII LITIGATION CERTIFICATE</u>

<u>Reg.: RFP For Application Software For Digitalization & Automation Of Bank's NPA and Recovery Management Solution.</u>

<u>To be provided by Statutory Auditor / Chartered Accountant</u>

This is to certify that M/s_____, a company incorporated under the companies act, 1956/2013   with its headquarters at, _____ is not involved in any litigation which threatens solvency of the company and not declared as NPA/bankruptcy by any of the financial institution in India.

Date: _____

Place:_____

Yours faithfully

Signature of Authorized Signatory
 Name of Signatory:
Designation:
 Email ID:
 Mobile No:
 Telephone No.:
Seal of Company:

ANNEXURE-VIII UNDERTAKING FOR NON-BLACKLISTED
(To be provided on letter head of the Bidder's / OEM Company)

To
The Deputy General Manager
Law & Recovery Department
Punjab & Sind Bank
New Delhi – 110023

Sir,

Reg.: RFP For Application Software For Digitalization & Automation Of Bank's NPA and Recovery Management Solution.

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

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

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

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

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

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

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

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

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

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

Thanking You,

Date: _____

Place: _____

Signature of Authorized Signatory
 Name of Signatory:
Designation:
 Email ID:
 Mobile No:
 Telephone No.:
Seal of Company:

ANNEXURE-IX TURNOVER CERTIFICATE

Reg.: RFP For Application Software For Digitalization & Automation Of Bank's NPA and Recovery Management Solution

To be provided by Statutory Auditor / Chartered Accountant

This is to certify that M/s_____, a company incorporated under the companies act 1956 with its headquarters at, _____ has the following Turnover, Net Profit/Loss and Net worth from its Indian Operations. This information is based on the Audited Financial Statements for FY2022-23, FY2023-24 and FY2024-25 (to be submitted for years as per Eligibility Criteria (ANNEXURE-III) point no. 2).

Financial Year (for Three Consecutive FY)	Turnover (in Rs.)	Net Profit/Loss (in Rs.)	Net Worth (in Rs.)
2022-23			
2023-24			
2024-25			

Thanking You,

Date: _____
Place: _____

Yours faithfully

Signature of Authorized Signatory
Name of Signatory:
Designation:
Email ID:
Mobile No:
Telephone No.:
Seal of Company:

ANNEXURE-XA MANUFACTURER'S (OEM) AUTHORIZATION FORM (MAF)
(To be provided on the Letter head of the OEM duly signed & stamped by their Authorized Signatory)

To
The Dy. General Manager
Law & Recovery Department
Punjab & Sind Bank
New Delhi – 110023

Sir,

Reg.: RFP FOR APPLICATION SOFTWARE FOR DIGITALIZATION & AUTOMATION OF BANK'S NPA AND RECOVERY MANAGEMENT SOLUTION.

We hereby submit the following:-

1. We, M/s_____ are the OEM of _____ (Name of the product / Solution / Software / operating System / Load Balancer / HSM), being offered to Punjab & Sind Bank through M/s_____(Bidder's Name), who is our authorized Partner / representative in India for supply of this Product / Solution.
2. We, M/s _____ have the IP (Intellectual property) rights for the offered application software and we undertake to enter into source code ESCROW agreement with the bank for the offered application software for digitalization & automation of recovery functions.
3. We agree to provide services as per the scope of work and technical specifications of this RFP through our partner M/s _____
4. In case the bidder i.e. M/s _____is not able to perform obligations as per RFP during the contract period (like if bidder ceases to exist from the ICT Industry, stops services or support to the Bank, terminates contract due any reasons with Bank or due to any other reason), we will perform the said obligations, as per given scope of work of RFP, either directly or through mutually agreed third party/any other authorized Partner of ours.
5. With reference to all the components/parts/assemble/software used inside the company products being quoted by us vide your tender cited above, we hereby undertake that all the components / parts assembly used inside the company products/software shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly are being used or shall be used.
6. In case of default/unable to comply with above at the time of delivery or during implementation, for the IT asset including software already billed, we agree to take back the supplied items without demur, if already supplied and replace the same with new one.

Date: _____
Place:_____

Yours faithfully

Signature of Authorized Signatory
Name of Signatory:
Designation:
Email ID:
Mobile No:
Telephone No.:
Seal of Company:

ANNEXURE-XB UNDERTAKING FOR BEING THE OEM OF THE OFFERED APPLICATION SOFTWARE FOR DIGITALIZATION & AUTOMATION OF BANK'S NPA AND RECOVERY MANAGEMENT SOLUTION

To
The Dy. General Manager
Law & Recovery Department
Punjab & Sind Bank
New Delhi – 110023

Sir,

We hereby submit the following:-

1. We, M/s_____ are the OEM of_____ (Name of the product/Solution/Hardware/Software/ operating System/ Load Balancer/HSM), being offered to Punjab & Sind Bank through M/s _____ (Bidder's Name), who is our authorized Partner/representative in India for supply of this Product/Solution/Hardware.
2. We, M/s_____ have the IP (Intellectual property) rights for the offered application Software and we undertake to enter into source code ESCROW agreement with the bank for the offered application software for digitalization & automation of Bank's Recovery &Litigation Functions.
3. We agree to provide services as per the scope of work and technical specifications of this RFP.
4. With reference to the all components/parts/assemble/software used inside the company products/Hardware being quoted by us vide your tender cited above, we hereby undertake that all the components / parts / assembly used inside the company products/Hardware shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly are being used or shall be used.
5. In case of default/unable to comply with above at the time of delivery or during implementation, for the solution already billed, we agree to rectify the solution, if already supplied and if we are unable to do so, then return the money if any paid to us by you in this regard. We also take full responsibility of Service SLA as per the content even if there is any defect by our authorized Service Centre / Reseller / SI etc.

Date: _____
Place: _____

Yours faithfully

Signature of Authorized Signatory
Name of Signatory:
Designation:
Email ID:
Mobile No:
Telephone No.:
Seal of Company:

ANNEXURE-XI(A) TECHNICAL SPECIFICATIONS OF THE APPLICATION
(To be submitted in original on letter head of OEM & signed by OEM and to be counter signed by the bidder)

Technical Evaluation: In table**,** various points have been identified for technical specifications of offered application software. For these points, Bidder is expected to fill up response column according to the criteria given below:

Line Item	Description	Maximum Marks	Vendor's Response (Y,C,N)	Documentary Evidences Page No
1	Ability to integrate to support online, real time and batch operation	1		
2	Integrator's support for scheduling and defining of jobs	1		
3	Application should handle automatic switchover in cluster Environment	1		
4	System should provide single sign on facility for branch users. The users should be able to access the proposed solution using their AD user credentials	1		
5	The proposed solution is developed on Microservices architecture, Containerised deployment (Docker/Kubernetes) compatible with the Bank's private cloud, Modular domain-driven design (DDD) with independent modules, RESTful APIs + OpenAPI specification support, Event-driven architecture for triggers/alerts.	1		
6	The proposed web-based solution for Branches should be compatible with same Browser as the existing Core Banking application i: e Internet Explorer 11 and Google Chrome. Customer web portal can be access through Desktop/Mobile /Tab.	2		
7	Ability to Case Initiation (including bulk upload) management / up gradation of database	1		
8	Ability to support online replication	1		
9	Ability to implement SANs for data storage in the architecture	1		
10	The backup success rate should be 99.9% at all times for NPA management portal	1		
11	Should support on-line replication to backup site Should be capable of automating the backup processes for all the applications / databases in Primary and Disaster Recovery sites	1		
12	Should support load balancing in terms of system parameters (CPU, Hard Disk, Memory etc.)	1		
13	System should track of the client's IP and Network interface address	1		
14	Export of reports and inquiries into different formats like Word, Excel, PDF, Text, CSV etc.	1		

15	Application Should be Web Based and mobile app/progressive mobile app.	2		
16	The solution should have the capability to archive the data on HDD/ Peripherals and retrieve from the above for the purpose of processing.	1		
17	The solution should provide user defined backup / retrievals (Automated / Scheduled / Manual).	1		
18	The details of support for Backup/Retrieval of database and applications shall be furnished.	1		
19	Support for integration with packages like chart generators, Statistical/ Financial DLLs, MS Office Components, Popular Case Tools etc.	1		
20	Type of import and export capabilities available for creating customized data feeds.	1		
21	The proposed solution require a rules engine for configurable policy validations	1		
22	System should be capable of generating adhoc reports required to submit statutory audit/regulators /International Division.	1		
23	Solution is platform agnostic – not dependent on a particular hardware setup	1		
24	Solution is capable of being interfaced with any existing or future back office system / CBS system of the Bank.	1		
25	Solution is capable of being interfaced with multiple back offices simultaneously.	1		
26	Solution is capable and being offered in such a manner that includes installation either as a single instance or multi-instance depending on Bank's requirements.	1		
27	Supports a two-way secure email communication working in sync with Bank's mail servers.	1		
28	Image/video upload facilities – supporting all file types and sizes from Bank to Client, Client to Bank, Front end to Back end, with minimum bandwidth.	1		
29	Supports messaging features within the Bank & external agencies – both at transaction level and on non- transaction basis.	1		
30	Supports multi-level authentication at user level	1		
31	Robust confidentiality and security features to protect information flow	1		

32	Supports parameter setting for transaction and image/video upload features	1		
33	Supports real time replication of data from production site to DR site and permit manual and automatic shift of the application to the DR site	1		
34	Application supports user session timeout	1		
35	Application supports periodic activity report covering security event and application usage	1		
36	Option to control system access available through application	1		
37	Application supports database and OS level clustering	1		
38	Data dictionary be provided to the bank without any additional cost.	1		
39	The solution should be fully integrated with Latest Core Banking solutions of the bank	1		
40	The solution should be fully interfaced with existing NPA module of the bank	1		
41	The system should support Export & import of data from MS-Excel.	1		
42	The bidder to extract the data required for AML project or for other project of the Bank from the proposed application without any additional cost	1		
43	The system should have flat file export functionality to export transaction data and static data in the following formats: Comma separated values (.csv), Text file (.txt), Microsoft Excel Format (.xls), Microsoft Word Format (.doc), PDF (.pdf)	1		
44	Data migration from existing system: The entire data from the existing system should be migrated to the new system	1		
45	Password maintenance should adhere to the information security policy of the bank. Forced password change should be available.	1		
46	Log should be available for all transactions.	1		
47	System to allow multiple communication delivery channels/ modes such as SMS, e-mail and in multiple formats such as MS Excel, MS Word and PDF etc. based on events for both clients and non-clients.	1		
48	Solution supports audit trails at all levels with easy to use storage, retrieval, display and print of audit logs based on various parameters and reports for all transactions/changes.	1		
49	System should be integrated with active directory for user login	1		
50	The Application have capability to integrate with the Bank HRMS system and based of bank officer role, position, location user access rights to be defined	1		
51	Replica of the database should be made available for MIS purpose on daily basis	1		

52	The Proposed Solution must have the capability to be integrated through API/ DB Link/ Web services, with various Internal Modules, Middleware and Third party Software products as will be decided by the Bank	2		
53	The proposed software should be able to integrate and communicate (two ways) with other applications, including with Core Banking Solution i.e. Finacle with oracle as DB as per bank requirement	1		
54	All the aspects of security with respect to Customer Data should be taken care of in the system as mandated by Govt of India and Regulator from time to time.	2		
55	The proposed system should be compatible with higher version of OS in future and the vendor must provide required support for required migration (including other ancillary services) without the Bank incurring any cost.	2		
56	Facility to create users at Branch/RO/ZO/HO etc	1		
57	Facility to create groups of users and assign privileges to those groups, create hierarchy and assign Reporting Managers	2		
58	System should provide separate Admin Modules for System and User Admin functionalities.	1		
59	Application support customizations required in the application in terms of add/modify/delete required fields, modification of reports/templates generated from system etc	2		
60	The proposed solution should have enforce adoption of modern UI/UX frameworks (Angular/React/Vue).	2		
61	The proposed solution should be compliance with IT security policy of the bank.	2		
62	The proposed solution should integration via API Gateway (Bank's Enterprise API Gateway) & Standard secure APIs (REST/JSON)	2		
63	System should be capable of validating data at entry as well as during "Save" level.	2		
64	Mobile app/PWA should provide ready adaptors for integration with workflow, DMS, Biometric and Printers API and web service based integration for push and pull mechanism	2		
65	The application should have capability to integrate with Bank's tool to Sync application software of Production Server to DR server.	2		
66	The software should have provision to mask selected/ required Database fields as required by RBI / IS auditors or as required by Bank from time to time without affecting front end visibility, data extraction, data transfer to other modules and security of the Bank.	2		
	TOTAL	80		

Note: Non-Compliance to any of the above technical specification will make the bid liable for rejection.

Technical Evaluation: In Technical Evaluation table, various points have been identified for technical specifications of offered application software. For these points, Bidder is expected to fill up response column according to the criteria given below:

Description	Response
Required functionality is readily available	"Y" = Maximum Marks
Required functionality will be made available with customization	"C" = 50% of Maximum Marks
Required functionality is not available	"N" = 0 Marks

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

ANNEXURE-XI(B) FUNCTIONAL SPECIFICATIONS OF THE APPLICATION

S.N.	Functional Specifications of Offered Application Software	Maximum Marks	Vendor's Response (Y,C,N)	Remarks
1	**OTS Module**	**13**		
1.1	System should have capability for end-to-end processing of settlement proposals up to closing of account as per internal policy of the bank.	**2**		
1.2	Auto Calculation of minimum recoverable dues, NPV, Notional dues, indicative amount through the Module, customer wise as well as account wise.	**1**		
1.3	Escalation Matrix for pending OTS Proposals.	**1**		
1.4	eOTS STP journey	**3**		
1.5	Generating Letters and Process Note in pre defined formats. Integration with banks internal system for memo / committee approval.	**1**		
1.6	Processed in module, escalation and post processing tracking and scrutiny.	**1**		
1.7	Ability to send letters / digital notices to borrowers from the platform using trackable links to understand if the borrower has read the notice	**1**		
1.8	Payment reminders and payment link to borrowers through email and SMS after tracking of credits received in the loan account. The application should come pre-integrated with the channels.	**1**		
1.9	Software has end to end processing for payment of revenue loss (write off amount) of OTS proposals & implement/push in CBS	**1**		
1.10	The application should have heirarchy based settlement approval based on the amount and the application should be able to generate settlement letters which can be sent through SMS, email, whatsapp via link	**1**		
2	**SARFAESI**	**13**		
2.1	The application can track the end to end SARFAESI process, including but not limited to Date Fixed for Sale, Reserve price, Disposal mode, Sale Amount and Buyers name.	**3**		
2.2	Application allows linking of relevant securities and record possession dates (symbolic and physical) and auction and sale of assets	**3**		
2.3	Provision to auto Generation of different SARFAESI Notices viz., Notice u/s 13(2), 13(4), redemption notice, Sale Notice etc. from the application and facility to sign all notices/documents digitally should be there	**3**		

2.4	Integration with Mobile application/PWA for capturing SARFAESI actions such as pasting notices, uploading inspection details, Possession etc. and maintaining record through capturing location, time details, photos & videos.	**2**		
2.5	System for generation, freezing and storage of periodic reports.	**2**		
3	**ARC**	**3**		
3.1	End-to-end processing of ARC transfer proposals as per Bank Guidelines.	**1**		
3.2	Creation of Virtual Data Rooms (VDRs) for due diligence of accounts/portfolio by the prospective buyers	**1**		
3.3	Generation of modifiable process and information process notes in predefined formats	**0.5**		
3.4	Migration or Uploading of the existing data of ARC of into the portal.	**0.5**		
4	**IBC**	**6**		
4.1	Listing eligible accounts on auto pick up basis from CBS	**1**		
4.2	End to end processing of all the steps involved in IBC Cases (CIRP, PIRP & PPIRP) as per scope of work.	**3**		
4.3	Uploading of Documents involved in IBC Process and configuration of triggers for events of IBC Process.	**1**		
4.4	Capturing empanelment & depanelment details of Insolvency Professionals and classification of Resolution Agents as per Debt size.	**1**		
5	**Suit Filing**	**19**		
5.1	Case search functionality - The application should have search functionality to search the cases filed against the bank using search on keywords in cause title and save and link the cases for the advocates / legal team to work on. Alerts for against cases to users based on keywords in the cause title.	**1**		
5.2	Identification of such accounts which are eligible for filing of recovery suits in Civil Court/DRT on pick up basis from CBS. Integration of Basic Customer details, Facility details, Securities details, Outstanding details other details from Bank's MIS/Finacle	**0.5**		
5.3	System driven channel for permission for filing of suit & approval of Draft OA / OS / any other application filed by Bank before competent court of Law	**1**		
5.4	Service of Summons, Appearance, Written Statement, Framing of issues, evidence (all stages) of Suit proceedings can be Extracted / Recorded in the application.	**1**		
5.5	Allocation / acceptance / reassignment of cases by / to Panel Advocate.	**0.5**		

5.6	The application have the functionality to input Suit proceedings stay details and Suit Withdrawal details, re-instatement, writ petition etc.	**0.5**		
5.7	The application should auto fetch and record related stages of Normal Suits filed in courts and Application Summons, Appearance etc. in case of suits and Framing of issues, Claim Affidavit, Order and RC/decree for all court cases.	**2**		
5.8	The application have the functionality to record interim applications, execution petitions, notice of motions related to the parent suits and track the same	**0.5**		
5.9	The application also provides functionality to record details of any Miscellaneous Legal action taken against a borrower.	**0.5**		
5.10	The system provides the functionality for recording the remarks of officers responsible for follow up of cases and generation of actionable tasks, based on remarks, to operating staff and for information of senior stake holders	**0.5**		
5.10	Facility to extract / record Arbitration proceedings	**0.5**		
5.11	The application have the functionality to record and track proceedings as a result of matters filed for appeals	**0.5**		
5.12	Various stages of Post–Suit details be auto recorded viz. restoration Petition, Revision Petition, Execution of Decree, Execution of R.C. and Insolvency petition	**0.5**		
5.13	Reinitiating of the suit, capturing related details of new suit in relation of the suit previously filed and maintains link/trail/records of the previous suit.	**0.5**		
5.14	The Application have features to add Service matter suits filed by officer / staff / ex-Staff	**0.5**		
5.15	Criminal complaints filed by bank or against the bank.	**0.5**		
5.16	Facility to extract / record details of Claims Against Bank not Acknowledged as Debt.	**0.5**		
5.17	Cases in District Courts, High Courts, Supreme Court, Consumer courts etc both by the Bank as well as against the Bank	**0.5**		
5.18	Section 138 of NI Act and Section 25 of Payment & Settlement Act can also be Extracted / Recorded.	**0.5**		
5.19	Recording petitions filed under Insolvency and Bankruptcy code in National Company Law Tribunal.	**0.5**		
5.20	Recording insolvency and resolution proceeding as per work flow of Insolvency and Bankruptcy code	**0.5**		

5.21	Functionality to get next date of hearing and new suit details from various court/tribunal or other relevant websites.	0.5			
5.22	Integration of the data from the present software of the Bank along with stage wise integration and putting the available data in the application software as per Bank's requirement.	0.5			
5.23	The system shall enable Branch Offices/ Zonal Offices under Statutory Audit to get the contingent liability cases audited & validated from the Statutory Auditor of the bank through the application itself.	0.5			
5.24	Process flow of routing / revert / approval of Bills of advocate to competent authority.	0.5			
5.25	Facility to monitor Advocate wise cases with age wise value and expense details at various administrative levels before assignment of fresh cases	0.5			
5.26	Integration with e-courts to fetch the order copies along with the next hearing date. Alerts on the upcoming hearing dates and on new orders against the existing cases. Order passed by court should auto release on portal	1			
5.27	Facility to create Advocate master with address, email, mobile number details and to assign multiple branches and multiple cases at HO and Zonal office levels and enable comparative analysis of various advocate's value- wise, age-wise expenses and Adjournments for effective monitoring	1			
5.28	The Application should provide the functionality to enable comparative analysis of expenses of various advocates and the details of adjournments in various cases allotted to them for effective monitoring.	0.5			
5.29	The Application should provide the functionality of legal action waiver in NPA accounts.	0.5			
6	**Lok Adalat**	**1**			
6.1	End to end processing like identification, generation/ service of notices, permission, award, settlement etc. for cases settled in Lok Adalat.	1			
7	**Wilful Defaulter**	**2**			
7.1	End to End processing of process of declaration of Wilful defaulter and end to end processing for post declaration, processing, reviewing, reporting, withdrawal etc.	2			
8	**Valuation in NPA Accounts**	**1**			

8.1	Capturing of securities from CBS, Evaluation of Valuation parameters available on predefined logic like valuation expiry, last valuation, difference in valuation from last etc.	1		
9	**Insurance of Securities in NPA Accounts**	**1**		
9.1	Capturing DATA from CBS, record generation and reminders, escalation, taking of necessary permission and any other internal processing for insurance related to securities in NPA Account.	1		
10	**Outsourcing Agencies**	**9**		
10.1	Capturing empanelment/depanelment details of Outsourcing Agencies.	1		
10.2	Configuration of validations required in allocation and engagement of Outsourcing Agencies as per Bank Policies.	1		
10.3	Tracking of recovery made through Outsourcing Agencies.	1		
10.4	Process flow of routing / revert / approval of Bills of outsourcing agencies to competent authority.	1		
10.5	Handling of complaints of Outsourcing agencies	1		
10.6	Facility for performance review of all outsourcing agencies as per Bank's Policy along with comparative analysis of expenses and effected recovery in assigned accounts	1		
10.7	Calculation of recovery agency fees/incentives based on recovered amount and timelines. Pushing incentive/fee transaction to CBS for disbursement	1		
10.8	The Application have capability to provide external agencies user creation, modification, deletion capability. External agency should have dynamic credential facility in line bank guidelines. Also external agency user management to be provided as admin function.	1		
10.9	Ability to manage and interface with various agencies.	1		
11	**Gold Loan**	**3**		
11.1	Facility to provide end to end solution and recovery action for Gold Loan accounts.	**2**		
11.2	Facility for monitoring of gold valuation, serving of notices on default, capturing details of gold auction, recovery details	1		
12	**Vehicle Loan NPA**	**3**		
12.1	Capturing of vehicle loan NPA from CBS, record creation, processing, alerts, escalation, generation of Editable/Non- Editable notices, tracking of notices for end-to-end processing until closure of account.	**2**		
12.2	Module be linked with ,valuation, Security outsourcing agencies and mobile	1		
13	**Potential assessment of Recoverable Accounts**	**3**		

13.1	Machine learning/ Artificial Intelligence based analysis of potential recoverable accounts and suggestive actions to improve recovery based on assessment of all available inputs. Workflow based suggestive actions. Predefined workflow for all matter types based on bank's discretion.	**2**			
13.2	Customer's 360 Degree Analysis	**1**			
14	**Monitoring And Review**	**8**			
14.1	Customized bucket wise monitoring reports for existing/fresh NPA Accounts.	**2**			
14.2	Generation of Editable Status Notes of fresh slippage NPA accounts and Creation of Action taken report, storage of related data and its end-to-end processing	**1**			
14.3	Filter based customized dashboard and reports for viewing pending recovery actions and gaps in recovery targets.	**1**			
14.4	Monitoring transfer of files from Branches to ARB with generation of checklist and status note on transfer of files.	**1**			
14.5	Feedback functionality and its end-to-end processing.	**1**			
14.6	Monitoring on the basis of recovery actions taken, pendency as per SOP of recovery actions and showing gaps in recovery actions.	**1**			
14.7	Monitoring achievements of recovery targets	**1**			
15	**Notice Generation**	**7**			
15.1	Facility to generate, Demand/ Recall notices, SARFAESI notices, Section 138 notices, Reminder to advocate etc.	**2**			
15.2	Ability to Generate excel, pdf etc. report for notice on various parameters	**1**			
15.3	The application provides Work-flow functionality to Branch users to obtain approval of Authorized functionary for permission to generate notices along with alerts for any pending approvals	**2**			
15.4	The application allows generation of notices to be sent by advocates and mark the same against responsible advocates.	**1**			
15.5	Templates of various notice under SARFAESI Act and auto generation of the same by entering the customer ID of respective borrowers.	**1**			
16	**Notice Proceeding Details**	**8**			
16.1	Integration with India post to get details of the notice delivery without having to login into a separate website. Bulk reports and dashboards for the same to be made available on the platform.	**2**			
16.2	Vendor to dispatch notices centrally on behalf of bank and upload the proof of delivery for the bank to track	**2**			

16.3	Send various Notices/letters through digital mode such as SMS/Email/Whatsapp etc	**2**			
16.4	The system maintains and captures all replies received by the parties notices have been sent to using integration with the bank's website	**1**			
16.5	The system can capture notices served by regulatory bodies, customers and other third parties and track replies for the same.	**1**			
17	**Mobile Application/PWA**	**6**			
17.1	Mobile application/PWA for Advocates / outsourcing agencies / field functionaries for completion / tracking of actions /Geo tagging/ monitoring of tasks allotted / pending / completed and to field functionaries for task specific to SARFAESI Actions.	**2**			
17.2	Document Upload Capabilities in Mobile Application and Ability of Mobile Application to take internal approvals from the bank employees	**1**			
17.3	The mobile application/PWA for field agents should be able to track the route taken by the agent and should be able to capture any visits that are done. Supervisory view of real time agent tracking and monitoring.	**1**			
17.4	The mobile application/PWA for field agents should be able to plot optimal / shortest route and should allow the agent to capture photos and upload the same	**1**			
17.5	The mobile application/PWA for field agents should work in offline mode and should be able to show previous visit locations and dispositions for the current agent	**1**			
18	**Dashboard**	**3**			
18.1	Summary and graphical Dashboards with navigations / drill down to base data for each module and for complete application also.	**1**			
18.2	Integration of all modules based on Customer ID (unique ID) and providing information accordingly.	**1**			
18.3	Facility to group multiple customer IDs under one group for overall monitoring of single groups	**1**			
19	**Alerts, Reminders and Escalations**	**3**			
19.1	Event and actionable points like upcoming hearing date, new judgement passed etc based automated alerts and reminders to identified users through application, SMS and Email.	**1**			
19.2	Time and event based automated escalation alerts, reminders through application and email. TAT breach and alert for cases which have breached TAT in a stage.	**1**			
19.3	Communication including digital notices to be triggered from application using channels like whatsapp, SMS, Emails etc. Application should have the provision to send any communication to the borrower without any need for integration with various channels	**1**			

20	**Other Requirements**	**8**		
20.1	Provision for recording remarks of concerned executive with automated actionable alerts based on keywords and reminder to the stake holders	**0.5**		
20.2	ECGC/Credit Guarantee claim end to end process as per scope of work	**2**		
20.3	Migration of existing system data to new system and facility of Bulk Upload for manual uploading of historic data.	**1**		
20.4	Bulk upload facility for new record creation in all modules with validation of data and user privileges along with case details upload using excel / csv	**0.5**		
20.5	Upload documents facility with facility to view, edit, remove, print, and download or any other standard process of processing of documents for each module.	**1**		
20.6	Application support customizations required in the application in terms of add/modify/delete required fields, modification of reports/templates generated from system etc.	**1**		
20.7	Customized Report wherein a user can make report from front end itself by dragging and dropping pre-defined fields from Database.	**1**		
20.8	Capability of Application to build AI models for assessment and monitoring of the NPA portfolio and to draw actionable insights.	**1**		
TOTAL		**120**		

Note: For alert generation and dissemination appropriate integration is required to be made with SMS and email gateways. The ownership for the same shall be with the successful Vendor.

Functional Evaluation: In functional specification table**,** various points have been identified for functional specifications of offered application software. For these points, Bidder is expected to fill up response column according to the criteria given below:

Description	Response
Required functionality is readily available	"Y" = Maximum Marks
Required functionality will be made available with customization	"C" = 50% of Maximum Marks
Required functionality is not available	"N" = 0 Marks

We confirm to provide the above technical/functional specifications of the solution to the Bank. The same may be verified by the Bank at the time of Product Demo/Sign-off/UAT.

Other terms& conditions:

1. For a particular Solution, only the OEM or its authorized representative can bid. If both the OEM and its authorized representative bid for the same Solution, both the bids will be rejected.
2. If any Solution of Principal / Original Equipment Manufacturer (OEM) is being quoted in the tender, the OEM Company cannot bid for any other OEM's product.
3. In case of Indian Authorized Representative (IAR) / Agent / System Integrator (SI), maximum two

Authorized Representatives of a particular Principal or Original Equipment Manufacturer (OEM) / Solution Provider can participate in the tender process.

4. In case any purchase order has been issued to the bidder by the Bank in respect of any other project/product and the same has not been delivered/executed even after the prescribed time period and is pending for execution as on date of bid, the bid of the respective bidder is liable for rejection.

5. Bidder should submit detailed response along with documentary proof for all of the above eligibility criteria. The eligibility will be evaluated based on the bid and the supporting documents submitted. Bids not meeting the above eligibility criteria will be rejected.

6. Technical Evaluation will be done by Bank's technical evaluation committee and the decision of the committee will be final.

7. Bidders to submit relevant documentary evidence for all parameters mentioned.

8. Providing any wrong information by the bidder will result in disqualification of the bidder. The Bank may cross check above parameters by any means /during site visit.

9. All Annexure must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/third party. All documents, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).

10. All third-party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the genuineness / authenticity of any third-party document may make the bid liable for rejection.

Yours faithfully,

Signature of Authorized Signatory (OEM)
Name of Signatory:
Designation:
Date:
Place:
Email ID:
Mobile No:
Telephone No.:
Seal of Company:

Signature of Authorized Signatory (Bidder)
Name of Signatory:
Designation:
Date:
Place:
Email ID:
Mobile No:
Telephone No.:
Seal of Company:

ANNEXURE-XI(C) SCORING METHODOLOGY

This evaluation will be carried out on a total score of 100 on the basis of the following evaluation parameters defined in this section. The evaluation methodology is further broken down into sub areas as under.

S.N.	Criteria	Total Marks
1.	No. of Implementation of proposed software solution in Schedule Public Sector Banks/Schedule Private Sector Banks/ Schedule Foreign Banks/NBFC in India in last four years (as on RFP Submission date) for digitalization and automation of Bank's NPA and Recovery Management Solution and creating single platform data base. (Implementation in one Bank 10 marks will be awarded. 5 marks will be awarded for every additional implementation) (Max. 3 client references)(Supporting documents to be submitted)	20 (Max)
2.	Technical & Functional Specification Compliance as per scoring sheet in Annexure XI(A) & Annexure XI(B). Total marks obtained in Annexure XI(A) & Annexure XI(B) – Technical and Functional Specifications will be proportionately converted to the maximum score of 50 marks. **Example:** If one bidder gets 100 marks out of 200 marks in Annexure XI(A) & Annexure XI(B), the final score will be obtained i.e. 100/200*50=25.00 marks out of 50	50 (Max)
3.	Marks on onsite resources experience - 1. 1.5 marks per resource for experience of 1 to 2 years 2. 2.5 marks per resource for experience of more than 2 years (Undertaking along with Bio Data of onsite resource experience to be submitted)	05 (Max)
4.	Technical Presentation with Product Demonstration on Proposed Solution by the Bidder: **Technical presentation** will be evaluated on the following parameters: • Proposed Solution • IT architecture, approach and methodology • Future scalability • Security Aspects **Product Demonstration:** Demonstration of in-depth understanding of the proposed project's technical and functional requirements. Major Criteria for demonstration (but not limited to) are given as under: • Bidder's understanding on project scope. • Bidder's knowledge and experience to deliver vis-à-vis scope of the assignment. • Project timeline, delivery organization and solution architecture. Bidder's ability to provide crisp and clear answers with strong content to questions asked.	25 (Max)
Total Marks		100

The technical proposal of the bidder will be scored as per Annexure XI (A) and Annexure XI (B) – Functional and Technical Specifications.

After presentation, commercial bids will be opened and evaluated for bidders securing 75% (75 out of 100) or more marks as per scoring given in Technical Bid, Presentation and Annexure XI (A)&(B). The Bank reserves the right to reduce the minimum qualifying marks, as above, to ensure that at least two bidders qualify for the commercial bid.The decision of the Bank in this regard shall be final.

Scorings for Annexure XI (A) –Technical Specifications will be awarded as per the defined criteria mentioned in that Annexure. All the technical and functionalities defined will be verified by the bank during the product demonstration. Providing wrong information in the Annexure XI (A) & (B) - Functional and Technical Specifications will be liable for rejection.

ANNEXURE-XII COMMERCIAL BID

(To be submitted on the letterhead of the Bidder duly signed by an authorized signatory)

Date: _____

To,
Deputy General Manager
Punjab and Sind Bank,
Law & Recovery Department, Corporate Office,
East Kidwai Nagar, New Delhi, 110023.

Reg: Request for Proposal for Application Software for Digitalization & Automation of Bank's NPA and Recovery Management Solution.

Table – A (Licensing Components) In Rupees (INR)

Sl. No.	Details of the Licenses	Quantity	Unit Cost (Exclusive of GST)
Total Cost of Table-A			

Table – B (Implementation Cost)

Sl. No.	Details Implementation of the solution	Quantity	Unit Cost (Exclusive of GST)
Total Cost of Table-B			

Table – C (Onsite Resource Charges)

Sl. No.	Details of the Resources	Cost per resources (Exclusive of GST) per month (a)	No of resources (b)	No of Months (c)	Total cost (Exclusive of GST) (D=a*b*c)
Total Cost of Table-C					

Note: Rate quoted here will be fixed for tenure of contract, the quantities mentioned above is indicative only. Bank may place the order for order as per actual requirement.

Table – D (Cost of Annual Technical Support)

Sl. No	. Details of the ATS	Year 2	Year 3	Year 4	Year 5	Total Cost (Exclusive of GST)
	Total Cost of Table-D					

ATS cost of solution including Web Portal/App Software/ License for 4 years (after completion of warranty period of 1 year) for both DC and DR sites.

Total ATS for the contract period of the application quoted by Bidder should be at least 50% of the license price of that application.

Table –E (Summary Table)

Sl. No	Details	Cost (Exclusive of GST)
1.	Total Cost of Table-A (Licensing Components)	
2.	Total Cost of Table-B (Implementation of the solution)	
3.	Total Cost of Table-C (Onsite Resource Charges)	
4.	Total Cost of Table-D (Cost of Annual Technical Support)	
5.	Total Cost for Ownership (Sum of Sl. 1,2,3 & 4) in figure	
6.	Total Cost for Ownership (Sum of Sl. 1,2,3 & 4) in words	

Note:

a) The calculation for arriving at TCO is properly mentioned in the appropriate columns and we confirm that the above-mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO, the Bank will have the right to rectify the same and it will be binding upon our company

b) We have ensured that the price information is filled in the Commercial Offer at appropriate column without any typographical or arithmetic errors. All fields have been filled in correctly.

c) We have not added or modified any clauses / statements / recordings / declarations in the commercial offer, which is conditional and / or qualified or subjected to suggestions, which contain any deviation in terms & conditions or any specification.

d) We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected

e) If the cost for any line item is indicated as zero or blank, then Bank may assume that the said item is provided to the Bank without any cost.

f) Bank has discretion to keep any of the item/line item mentioned above as optional as per Bank's requirement.

g) Present Rate of tax, if applicable, should be quoted in respective columns. The Bank will pay the applicable taxes for the above mentioned tax type ruling at the time of actual delivery of service/implementation and resultant billing. However, no other tax type will be paid. The Octroi / Entry Tax will be paid extra, wherever applicable on submission of actual tax receipt.

h) Please note that any commercial offer which is conditional and / or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.

i) All prices should be quoted in Indian Rupees (INR) only.

j) We have ensured that the price information is filled in the Commercial Offer at appropriate column without any typographical or arithmetic errors. All fields have been filled in correctly.

k) We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.

l) In case of any discrepancy between figures and words, the amount in words shall prevail.

m) Please note that any Commercial offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.

n) All prices should be quoted in (INR) only.

o) All prices quoted are inclusive of all costs required to comply with applicable laws, regulations, RBI/IBBI directions, cyber security and data protection requirements, including changes thereto.

p) The TCO (Total cost of ownership) will be exclusive of GST and other applicable taxes. GST and other applicable taxes will be paid as per actuals.

q) The quantity mentioned above is only indicative and may change at the time of issuance of Purchase Order to the selected bidder.

r) In case bidder has quoted NIL/"0" or left the box blank then it is mandatorily to provide the reason for same.

s) Rates provided by the bidder for the software and services shall be used on pro-rata basis for any additional software and/or services utilized by the bank during the contract period.

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

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

We hereby confirm that all the items including Software and Services as required for complying with the Scope of Work and also making the systems and services operational for Contract period as per the requirement of the Bank have been included in the above Commercial Bid. We undertake that no additional charges shall be levied by us on the Bank.

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

ANNEXURE-XIII PERFORMA FOR INTEGRITY PACT

To
The Deputy General Manager
Law & Recovery Department
Punjab & Sind Bank
New Delhi – 110023

Subject: Submission of Tender for the work……………

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

INTEGRITY PACT AGREEMENT

Punjab & Sind Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970 and having its Corporate Office at Plate B, NBCC office Block 3, East Kidwai Nagar, New Delhi 110023, herein after referred to as "The Principal", which expression shall mean and include unless the context otherwise requires, its successors in office and assigns of the First Part.

And

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

Preamble

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

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

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

  1. 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.
  2. 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.
  3. The Principal will exclude from the process all known prejudiced person.

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

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

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

  1. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or the other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  2. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  3. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain,

or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposal and business details, including information contained or transmitted electronically.

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

5. 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.

6. 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.

- 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

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

Section 5 - Previous transgression

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

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

In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of integrity Pact by the Sub-contractor.
- The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- The Principal will disqualify from the tender process all the Bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 - Independent External Monitor

1. The Principal appoints competent and credible Independent External Monitor (IEM) Sh. Debal Kumar Gayen (email: gayen.dk@gmail.com) (Mob: 9113484729) & Sh. Pramod Kumar Garg (email: pkgarg.1957@gmail.com) (Mob: 9810778058) have been appointed as IEM (Independent External Monitor) for the bank for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under the agreement.

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

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

5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and Contractor. The parties offer to the Monitor the option to participate in such meetings.

6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7. The Monitor will submit a written report to the MD & CEO, Punjab & 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. 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 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, Punjab & Sind Bank.

Section 10 - Other provisions

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

2. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of to the extant law in force relating to any civil or criminal proceedings.

3. Changes and supplements as well as termination notices need to be made in writing. Side agreements

have not been made.

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

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

6. Issues like warranty / Guarantee etc. shall be outside the purview of IEMs.

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

(For & On behalf of the Principal)   (For & On behalf of Bidder / Contractor)

(Office Seal)   (Office Seal)

Place……………………….

Date…………………………

Witness1:   Witness2:
(Name & Address)   (Name & Address)

ANNEXURE-XIV PERFORMA FOR THE PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with stamp act)

Tender Reference No: RFP No ………………….

Date:…………..………

Deputy General Manager

Punjab & Sind Bank

Risk Management Department (HO RMD)

Corporate Office, First Floor, NBCC Complex, Block – III,

East Kidwai Nagar, New Delhi-110023

Dear Sir,

1. WHEREAS pursuant to a Request for Proposal dated…………….. (hereinafter referred to as RFP, issued by Punjab & Sind Bank, Bank House, 21, Rajendra Place, New Delhi in response of (Vendor /Service Provider), a Company registered under the Companies Act, 1956 and having its Registered /Corporate Office at …………………….……………has awarded the Contract valued Rs……………….……………….and appointed……………………as Vendor/ Service Provider for '**Application Software for Digitalization & Automation of Bank's NPA and Recovery Management Solution**' for Bank vide Appointment letter / Purchase Order No…………………….… …………dated……………..on the terms and conditions as set out inter-alia in the said RFP and in the Appointment Letter / Purchase Order.

2. WHEREAS you have in terms of the said Appointment letter / Purchase Order called upon (Vendor /Service Provider to furnish a Performance Guarantee, for Rs…………………… ………. Rupees only), equivalent to…………………..of the Contract value, to be issued by a Bank in your 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.

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

4. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the …………….has committed any such breach / default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish its claim or claims under this Guarantee, but will pay the same forthwith on demand without any protest or demur. Any such demand made by you shall be conclusive as regards the amount due and payable by us to you.

5. This Guarantee shall be valid up to ……….. plus 6 (six) months of the Claim period from the expiry of said guarantee period. Without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

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

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

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

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

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

11. This Guarantee shall not be affected by any change in the constitution of _____or nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith

but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

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

13. We further agree and undertake to pay you the amount demanded in writing irrespective of any dispute or controversy between you and _____ in any suit or proceeding pending before any court, Tribunal or Arbitrator relating thereto, our liability under these presents being absolute and unequivocal.

The payments so made by us shall be a valid discharge of our liability for payment hereunder and _____shall have no claim against us for making such payment.

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

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

16. Notwithstanding anything contained herein above;

i) Our liability under this Guarantee shall not exceed Rs_____(Rupees_____only)

ii) This Guarantee shall be valid and remain in force up to_____ plus the Claim period of 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 serve 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 Bank

ANNEXURE-XV(A) Certificate regarding RFP For Application Software For Digitalization & Automation Of Bank's NPA and Recovery Management Solution
(To be provided on letter head by each OEM)

We M/s_____, OEM of_____ (item), having model No/version no._____, offered in this RFP, through our authorized Service provider, M/s_____, hereby undertake that we fully comply, without any deviation, with the Order (Public Procurement No.1) dt: 23.07.2020 issued by Ministry of Finance, Department of Expenditure regarding Restriction under Rule 144(xi) in the GFR 2017.

The following is the details of Share Holding structure of our Company and our Parent Company:

ANNEXURE-XVI ACCEPTANCE OF SCOPE OF WORK

(On Bidder's letter head duly stamped and signed by Authorized Signatory)

RFP Reference No_____ Date: _____

Deputy General Manager
Punjab & Sind Bank
Law & Recovery Department (HO L&R)
Corporate Office, First Floor, NBCC Complex, Block – III,
East Kidwai Nagar, New Delhi-110023

Dear Sir,

Reg: Request for Proposal for Application Software for Digitalization & Automation of Bank's NPA and Recovery Management Solution

We hereby undertake that we have read and understood the complete scope of work mentioned in the

Section Scope of Work and elsewhere in the said Tender Document (Read with Addendums/ Corrigendum and response to queries).

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

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

Yours faithfully,

Signature of Authorised Signatory

Name of Signatory: _____

Designation: _____

Seal of Company

Date : _____

Place: _____

ANNEXURE-XVII(A) PROFILE OF PROPOSED TEAM LEADER AND CORE TEAM MEMBERS

(To be submitted on the letterhead of the Bidder duly signed by an authorized signatory)

Date: _____

Reg: Request for Proposal for Application Software for Digitalization & Automation of Bank's NPA and Recovery Management Solution

Profile of Proposed Team Leader and Core team members	
i. Name ii. Present Designation iii. Qualifications along with name of University / Institutions iv. Nationality v. Years in the firm vi. Total Work experience vii. Language proficiency viii. Areas of expertise relevant to the RFP ix. Role in the proposed assignment x. Tasks assigned	

The Minimum essential qualification and experience for L1 and L2 Support engineers should be as per the table below -

Sl. No.	Key Personal	Education Qualification	Length professional Experience	Experience on the _____
i.	L2 Support Engineer			
ii.	L1 Support Engineer			

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

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

ANNEXURE-XVII(B) ESCALATION MATRIX

(On Bidder's letter head duly stamped and signed by Authorized Signatory)

RFP Reference No_____ Date: _____

Deputy General Manager
Punjab & Sind Bank
Law & Recovery Department (HO L&R)
Corporate Office, First Floor, NBCC Complex, Block – III,
East Kidwai Nagar, New Delhi-110023

Dear Sir,

Reg: Selection of a Fintech for procurement and implementation of a Workflow Application Builder tool/solution.

We hereby submit the escalation matrix of our organization
(M/s_____) for resolution of issues relating to the
captioned solution as following:

Sl. No.	Escalation Level	Name	Designation	Contact No.	Email ID
i.	Escalation Level 1				
ii.	Escalation Level 2				
iii.	Escalation Level 3				
iv.	Escalation Level 4				
v.	Escalation Level 5				

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

ANNEXURE-XVIII UNDERTAKING OF INFORMATION SECURITY

(This letter should be on the letter head of the bidder as well as the OEM/ Manufacturer duly signed & stamped by an authorized signatory on Information security as per regulatory requirement)

RFP Reference No_____ Date: _____

Deputy General Manager
Punjab & Sind Bank
Law & Recovery Department (HO L&R)
Corporate Office, First Floor, NBCC Complex, Block – III,
East Kidwai Nagar, New Delhi-110023

Dear Sir,

Reg: Request for Proposal for Application Software for Digitalization & Automation of Bank's NPA and Recovery Management Solution

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

Yours faithfully,

Name of Signatory: _____

Designation: _____

Seal of Company

Date : _____

Place: _____

ANNEXURE – XIX SAMPLE NON-DISCLOSURE AGREEMENT
(To be executed on the stamp paper)

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

BY AND BETWEEN

XXXXXXX, a company incorporated under the _____ Act, XXXX having its registered office at XXXXXXX (hereinafter referred to as the firm / Company which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

Punjab & Sind Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 and having its Head Office at 21, Rajendra Place, New Delhi 110008 (Hereinafter referred to as "Bank" which expression shall unless it be repugnant to the subject, meaning Or context thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

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

WHEREAS:

1. Punjab & Sind Bank is engaged in the business of providing financial services to its customers and intends to engage an independent entity for Managed Security Services for Security Operation Centre for the Bank.

2. In the course of such assignment, it is anticipated that Punjab & Sind Bank or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Firm / Company some Confidential Information (as hereinafter defined), to enable the Firm / Company to carry out the aforesaid professional services assignment (hereinafter referred to as " the Purpose").

3. The Firm / Company is aware and confirms that all information, data and other documents made available in the RFP/Bid Documents/Agreement /Contract or in connection with the Services rendered by the Firm / Company are confidential information and are privileged and strictly confidential and or proprietary of Punjab & Sind Bank. The firm / Company undertake to safeguard and protect such confidential information as may be received from Punjab & Sind Bank.

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

1. Confidential Information:

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

(ii) The firm / Company may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above. Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within seven (7) days of such disclosure. Confidential Information does not include information which:

(a) Is or subsequently becomes legally and publicly available without breach of this Agreement by either party,

(b) Was rightfully in the possession of the firm / Company without any obligation of confidentiality prior to receiving it from Punjab & Sind Bank,

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

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

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

Nothing contained herein shall in any manner impair or affect rights of Punjab & Sind Bank in respect of the Confidential Information. In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Agreement without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement

2. Non-disclosure:

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

a) Information regarding Punjab & Sind Bank and any of its Affiliates, customers and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 10% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or

b) Any aspect of Punjab & Sind Bank's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or

c) Business processes and procedures; or

d) Current and future business plans; or

e) Personnel information; or

f) Financial information.

3. Publications:

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

4. Term:

This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by Punjab & Sind Bank, whichever is earlier. The Firm /Company hereby agrees and undertakes to Punjab & Sind Bank that immediately on termination of this Agreement. it would forthwith cease using the Confidential Information and further promptly return or destroy, under information to Punjab & Sind Bank, all information received by it from Punjab & Sind Bank for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Firm /Company further agree and undertake to Punjab & Sind Bank to certify in writing upon request of Punjab & Sind Bank that the obligations set forth in this Agreement have been complied with any provisions of this Agreement which by their nature extend beyond its termination shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain.

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

5. Title and Proprietary Rights:

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

6. Remedies:

The Firm / Company acknowledges the confidential nature of Confidential Information and that damage could result to Punjab & Sind Bank if the Firm / Company breaches any provision of this Agreement and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, Punjab & Sind Bank may suffer immediate irreparable loss for which monetary compensation may not be adequate. Punjab & Sind Bank shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Firm / Company, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Any claim for relief to Punjab & Sind Bank shall include Punjab & Sind Bank's costs and expenses of enforcement (including the attorney's fees).

7. Entire Agreement, Amendment and Assignment:

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

8. Governing Law:

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

9. Indemnity:

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

10. General:

The Firm / Company shall not reverse - engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Punjab & Sind Bank be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by Punjab & Sind Bank constitutes any representation, warranty, assurance, guarantee or inducement with respect to the fitness of such Confidential Information for any particular purpose. Punjab & Sind Bank discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, and merchantability, fitness for a particular purpose, title, non-infringement, or anything else.

11. Waiver:

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

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

For and on behalf of XXXXX   For on behalf of Punjab & Sind Bank
Designation XXXXXXX   _____ XXXXX

ANNEXURE-XX PROJECT COMPLETION CERTIFICATE

(To be submitted on the letterhead of the Bidder duly signed by an authorized signatory from client side)

To,

Punjab & Sind Bank,

HO Law & recovery Department,

First Floor, Office Block 3, NBCC Tower,

Kidwai Nagar, New Delhi-110023

REG: SELECTION OF VENDOR FOR PROVIDING SERVICES ON REDEFINING VISION & MISSION STATEMENT OF THE BANK

This is to certify that the project titled _____ awarded to M/s _____ by _____ has been successfully completed in accordance with the terms and conditions outlined in the engagement letter/work order/letter of award and the services provided by the M/s _____ are satisfactory.

Details of the Project:

Client Name: _____

Service Provider: _____

Project Title: _____

Reference Number: _____

Scope of Work: _____

Contract Value: _____

Start Date: _____

End Date: _____

Actual Completion Date: _____

The deliverables have been submitted and accepted by the client, and the project is deemed complete and satisfactory.

Date: _____

Place: _____

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Email ID:

Mobile No:

Seal of Company:

Annexure-XXI Bid Security Declaration
(To be stamped in accordance with stamp act)

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

Date: _____

Deputy General Manager
Punjab & Sind Bank
Law & Recovery Department (HO L&R)
Corporate Office, First Floor, NBCC Complex, Block – III,
East Kidwai Nagar, New Delhi-110023

Reg: Request for Proposal for Application Software for Digitalization & Automation of Bank's NPA and Recovery Management Solution

Dear Sir,
We, the undersigned, declare that:

We, M/s……………………………….. (Herein referred to as bidder) understand that, bids may be supported with a Bid Security Declaration, bidder render the declaration that:-

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

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

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

Name of Signatory

Designation

Appendix-A Bank Guarantee Format for Earnest Money Deposit
Performa for the Bank Guarantee for Earnest Money Deposit

(To be stamped in accordance with stamp act)

Ref: Bank Guarantee # Date: _____

Name and Address

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

This bank guarantee shall be valid up to _____. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand, on or before _____ (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
(NOTE: BIDDER SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG)

Appendix-B- AUTHORIZATION LETTER FORMAT

(To be submitted on the letterhead of the Bidder duly signed by an authorized signatory)

Date: _____

To,
Deputy General Manager
Punjab & Sind Bank
Law & Recovery Department (HO L&R)
Corporate Office, First Floor, NBCC Complex, Block – III,
East Kidwai Nagar, New Delhi-110023

Reg: Request for Proposal for Application Software for Digitalization & Automation of Bank's NPA and Recovery Management Solution

Sl. No.	Purpose of Authorization Letter	Yes/No
i.	Attending Pre-Bid Meeting	
ii.	Submission of Bid Documents	
iii.	Attending Technical Bid Opening	
iv.	Attending Presentation/Demo	
v.	Attending Commercial Bid Opening	
vi.	Any Other, please specify	

We also confirm having read and understood the terms of RFP as well as the Business Rules relating to the above-mentioned task of RFP process.

In this reference, Mr. / Ms. _____ is hereby authorized to attend the above-mentioned purpose for the subject on _____ the on behalf of our organization. The specimen signature is attested below:

Signature of Authorizing Authority   Signature of Attesting Authority

Date:
Place:
Signature of Authorized Signatory:
Name of Signatory:
Designation:
Email ID:
Mobile/ Telephone No:
Seal of Company:

Appendix-C- UNDERTAKING FOR MANPOWER/RESOURCES

(To be submitted on the letterhead of the Bidder duly signed by an authorized signatory)

Date: _____

To,
Deputy General Manager
Punjab & Sind Bank
Law & Recovery Department (HO L&R)
Corporate Office, First Floor, NBCC Complex, Block – III,
East Kidwai Nagar, New Delhi-110023

Reg: Request for Proposal for Application Software for Digitalization & Automation of Bank's NPA and Recovery Management Solution

Further to our proposal dated ………………………………, in response to the Supply, Installation and Maintenance of Application, Whitelisting Solution and IT Asset Management for Endpoints & Servers issued by Bank, we hereby covenant, warrant and confirm as follows:

We hereby agree that proper background check of Facility Management resources/manpower deployed in the Bank premises for above project will be ensured.

The Bank is not responsible for any incident/event occurred due to any action of vendor's employee.

We undertake to submit necessary documents i.e., police verification etc. in case of our emergence as a successful bidder. Vendor has to do the necessary background verification check, that may cover many areas including but not limited to employment history, education verification, license/certification check, criminal history, driving records, CIBIL/credit check, drug screening, social media activity, and identity, for all the resources to be deployed at Bank's premises and has to give undertaking as and when required by the Bank in this regard.

The format mentioned under annexure must be signed by the Authorized Signatory along with the following documents of each and every employee:

a) Copy of PAN Number duly self-attested and verified by Vendor
b) Copy of Aadhaar Number duly self-attested and verified by Vendor
c) Police verification report
d) CIBIL Report without any delinquency

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

Appendix-D- SELF AFFIDAVIT / DECLARATION FOR LOCAL SUPPLIER

(To be submitted on the letterhead of the Bidder duly signed by an authorized signatory)

Date: _____

To,
Deputy General Manager
Punjab & Sind Bank
Law & Recovery Department (HO L&R)
Corporate Office, First Floor, NBCC Complex, Block – III,
East Kidwai Nagar, New Delhi-110023

Reg: Request for Proposal for Application Software for Digitalization & Automation of Bank's NPA and Recovery Management Solution

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

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

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

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

Appendix-E- UNDERTAKING FOR LABOUR LAWS COMPLAINCE

(To be submitted on the letterhead of the Bidder duly signed by an authorized signatory)

Date: _____

To,
Deputy General Manager
Punjab & Sind Bank
Law & Recovery Department (HO L&R)
Corporate Office, First Floor, NBCC Complex, Block – III,
East Kidwai Nagar, New Delhi-110023

Reg: Request for Proposal for Application Software for Digitalization & Automation of Bank's NPA and Recovery Management Solution

We, M/s_____ undertake that we comply with all the applicable clauses of Central and State Labour Law of India including, the Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Payment of Bonus Act, 1965, the Employees' State Insurance Act, 1948, the Payment of Gratuity Act, 1972, the Maternity Benefit Act, 1961, the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, etc. as on the date of this undertaking will ensure compliance for the contracted period (also in case enhance the same)

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

Appendix-F- UNDERTAKING FOR BUG FREE AND SMOOTH SOLUTION

(To be submitted on the letterhead of the Bidder duly signed by an authorized signatory)

Date: _____

To,
Deputy General Manager
Punjab & Sind Bank
Law & Recovery Department (HO L&R)
Corporate Office, First Floor, NBCC Complex, Block – III,
East Kidwai Nagar, New Delhi-110023

Reg: Request for Proposal for Application Software for Digitalization & Automation of Bank's NPA and Recovery Management Solution

We, M/s_____ are the Service provider for _____ Solution which are being offered to Punjab & Sind Bank by us and if selected as vendor we hereby undertake to comply the following guidelines under this RFP:

"The solution supplied by us will be smooth in functioning and free from any bugs, malware, covert channels in code etc.

The solution shall not contain Embedded Malicious code that would activate procedures to:

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

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

Date: _____

To,
Deputy General Manager
Punjab & Sind Bank
Law & Recovery Department (HO L&R)
Corporate Office, First Floor, NBCC Complex, Block – III,
East Kidwai Nagar, New Delhi-110023

Reg: Request for Proposal for Application Software for Digitalization & Automation of Bank's NPA and Recovery Management Solution

We …………………………………………………………… (Name of the Manufacturer) who are established and reputable manufacturers of …………………………………… having factories at and …………… do hereby authorize M/s ……………….……… (Name and address of Bidder) who is the bidder submitting its bid pursuant to the Request for Proposal issued by Punjab & Sind Bank on behalf, to submit a Bid and negotiate and conclude a contract with you for supply of equipment manufactured by us against the Request for Proposal received from your bank by the Bidder and we have duly authorized the Bidder for this purpose. We hereby extend our guarantee/ warranty/ATS as per terms and conditions of the bid No ……………………………… ……… and the contract for the equipment and services offered for supply against this bid No…………………………………. By the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the bid No…………………………..In respect of such equipment and services. We undertake to provide back-to-back support for spares and skill to the bidder for subsequent transmission of the same to the Bank. We also undertake to provide support services during warranty/ATS period if the above bidder authorized by us fails to perform in terms of the bid.

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

Appendix-H- UNDERTAKING FOR BEING THE OEM OF THE OFFERED PRODUCT/ UNDERTAKING OF AUTHENTICITY

(To be submitted on the letterhead of the OEM duly signed by an authorized signatory)

Date: _____

To,
Deputy General Manager
Punjab & Sind Bank
Law & Recovery Department (HO L&R)
Corporate Office, First Floor, NBCC Complex, Block – III,
East Kidwai Nagar, New Delhi-110023

Reg: Request for Proposal for Application Software for Digitalization & Automation of Bank's NPA and Recovery Management Solution

We hereby submit the following: -

1. We, M/s_____ are the OEM/OSD of_____ (Name of the Product/Software/Solution), being offered to Punjab & Sind Bank.
2. We, M/s _____ have the IP (Intellectual property) rights for the offered application Software and we undertake to enter into source code ESCROW agreement with the bank for the offered application software for digitalization & automation of NPA and Recovery Management Solution.
3. We agree to provide services as per the scope of work and technical specifications of this RFP.
4. With reference to the all components/parts/assemble/software used inside the company products being quoted by us vide your tender cited above, we hereby undertake that all the components / parts / assembly used inside the company products shall be original new components / parts / assembly / software only, from respective OSDs/OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly are being used or shall be used.

   a. We also undertake that in respect of licensed operating systems and other software utilities to be supplied, the same will be sourced from authorized sources and supplied with Authorized License Certificate (i.e. Product keys on Certification of Authenticity in case of Microsoft Windows Operating System).
   b. Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

5. In case of default/unable to comply with above at the time of delivery or during implementation, for the software/solution already billed, we agree to rectify the software/ solution, if already supplied and if we are unable to do so, then return the money if any paid to us by you in this regard. We also take full responsibility of Service SLA as per the content even if there is any defect by our authorized Service Centre / Reseller / SI etc.
6. We hereby further undertake to supply only new components and no refurbished or recycled components will be supplied.

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

Appendix-I- INDEMNITY CUM UNDERTAKING

(The Selected Bidder shall submit an Indemnity cum Undertaking (duly notarized & to be executed on ₹500 non-judicial stamp paper) to the bank as under)

Date: _____

To,
Deputy General Manager
Punjab & Sind Bank
Law & Recovery Department (HO L&R)
Corporate Office, First Floor, NBCC Complex, Block – III,
East Kidwai Nagar, New Delhi-110023

Reg: Request for Proposal for Application Software for Digitalization & Automation of Bank's NPA and Recovery Management Solution

In consideration of the Bank having agreed to accept our offer in terms of this bid, we the Bidder herein doth hereby agree and undertake that we shall indemnify and keep indemnified the Bank including its respective Directors, Officers and Employees, from and against any claims, demands, actions, proceedings, damages, recoveries, judgments, costs, charges liabilities, losses arising out of all kinds of accidents, destruction, deliberate or otherwise, violation of applicable laws, regulations, guidelines and/or environmental damages, if any, during the contract period or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said RFP and any damage caused from and against all suits and other actions that maybe instituted or preferred against the Bank or which the Bank may have to bear, pay or suffer directly or indirectly due to omission or commission of any act on our part and/or on the part of our employees, representatives, agents and/or associates, sub-contractors in performance of the obligations enumerated under the said Request for Proposal.

We the Bidder further irrevocably and unconditionally agree and undertake to hold the Bank harmless, indemnify and keep the Bank indemnified from any of its following acts and deeds, irrespective of the value, genuineness or enforceability of the aforesaid Contract/Agreement or insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of Bank or us or any other circumstance whatsoever which might otherwise constitute a discharge of the Bidder:

a) material breach of any of the terms of the RFP/ SLA or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty/ATS or breach of confidentiality etc., of the service provider under these presents and/or Request for Proposal and Service Level Agreement/ Contract/ Master Service Level Agreement;

b) infringement of any intellectual property right, patents, trademarks, copyrights etc., including any claims of infringement of any third-party copyright, patents or other intellectual property and/or any third party claims on the Bank for malfunctioning of the equipment, software or deliverables or usage of any license, or such other statutory infringement in respect of all components provided to fulfill the scope of work under these presents and/or Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;

PROVIDED HOWEVER
   i.   Bank notifies BIDDER in writing within _____ days of the claim
   ii. BIDDER will have control of the defense and all related settlement negotiations, however, if Bank, deem fit and proper may take control of the defense
   iii. Bank provides BIDDER with the assistance, information, and authority reasonably necessary to perform the above, and
   iv. The Bank will not make any statements, admissions or public remarks which may prejudice to the interest of the bidder.

Exclusion: Bidder shall not be obligated or liable under any provision of this Agreement for any performance problem, claim of infringement or other matter to the extent same is resulting, in whole or in part, from:
   i.   any modification of any Solution (other than a modification made solely by Bidder);

ii. any use of a Solution in breach of the Agreement;
iii. any combination of the Solution with any other software, hardware, product, technology, data or services;
iv. any use of any version of a Solution other than the Supported Release;
v. Bank's failure to implement corrections or changes to a Solution provided by Bidder/ Bidder;
vi. Bank's failure to subscribe to support and maintenance if then offered for the Solution;
vii. any Embedded Software;
viii. any transaction processed on behalf of Bank or its affiliates, users, or customers, including any credit, fraud or counterfeit losses; or
ix. any negligence, wrongful act, or breach of the Agreement by Bank or its Authorized Recipients, users or Customers.

"Embedded Software" shall mean embedded or bundled third-party software, including open-source software. A 'Release' means the periodic provision of updates or modifications which Bidder, in its discretion, may incorporate into the Solution. A 'Supported Release' shall mean the immediately preceding Release, or other Releases made available in the previous _____ months. If any infringement claim is raised by any third party or any person, the Bidder will have the following remedial measures at their expenses:

• modify or replace all or part (s) of the Solution to make it non-infringing;
• procure for the Bank the right/license to continue using the Solution; or
• remove all or part (s) of the Solution. If the Vendor so removes all or a part (s) of a Solution, then the Vendor shall refund the same to the Bank in proportion, if Bank has paid a one-time upfront initial license fee for the Software.

However, it is clarified that this remedy will not curtail any of Bank's rights under this Agreement.

c) for any loss or damages caused to the Bank's premises or property, loss of reputation & loss of life etc., solely attributable due to the acts of the Bidder/Bidder's employees, representatives, agents and/or associates; d. non-compliance of the Bidder with the applicable laws and/or statutory obligations, if any, in performing its duties as a service provider under the said Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;

d) Gross Negligence or wilful misconduct attributable to the Bidder, its employees, representatives, agents and/or associates or any liabilities which pose significant risk;

We shall not enter into any settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the rights, interest and reputation of the Bank (and/or its customers, users and service providers). Service Provider will not be liable for any loss of profits, revenue, contracts or anticipated savings or and consequential or indirect loss or damages however caused. All indemnities shall survive notwithstanding the expiry or termination of Service Level Agreement/Contract/Master Service Level Agreement and we shall continue to be liable under the indemnities

Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either Party at the address stated in the previously mentioned Agreement/Contract. We hereby declare that this Indemnity is in addition to the Liquidated Damages as provided in these presents

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

Appendix-J- OEM DECLARATION ON RESTRICTION ON PROCUREMENT DUE TO NATIONAL SECURITY

(To be submitted on OEM/Manufacturer letterhead, duly signed by an authorized signatory)

Date: _____

To,
Deputy General Manager
Punjab & Sind Bank
Law & Recovery Department (HO L&R)
Corporate Office, First Floor, NBCC Complex, Block – III,
East Kidwai Nagar, New Delhi-110023

Reg: Request for Proposal for Application Software for Digitalization & Automation of Bank's NPA and Recovery Management Solution

We, M/s _____, having our registered office at _____, and being the OEM/Manufacturer of _____ (Product/Software/Solution), hereby declare and certify as follows:

1. We have read and understood the clause regarding restrictions on procurement from an OEM/Manufacturer of a country which shares a land border with India, as contained in the Office Memorandum & Order (Public Procurement No.1) bearing F.No.6/18/2019/PPD dated 23rd July 2020 issued by the Ministry of Finance, Government of India, and its subsequent amendments/clarifications.

2. Accordingly, we certify that:

   - "We are not from such a country."

   OR

   - "We are from such a country but have been duly registered with the Competent Authority and are therefore eligible to be considered. (Copy of valid registration with Competent Authority enclosed)."

3. We also certify that we will not subcontract any part of the supply/works related to this RFP to an entity from such a country, unless that entity is duly registered with the Competent Authority, and evidence of such registration is provided.

We hereby confirm that we meet all requirements under the above referred Office Memorandum and Order, and are eligible to participate in this procurement process as an OEM.

Date:
Place:
Signature of Authorized Signatory:
Name of Signatory:
Designation:
Email ID:
Mobile/ Telephone No:
Seal of Company:

Appendix-K- PRE – BID QUERIES FORMAT

(To be submitted on the letterhead of the Bidder duly signed by an authorized signatory)

Date: _____

To,
Deputy General Manager
Punjab & Sind Bank
Law & Recovery Department (HO L&R)
Corporate Office, First Floor, NBCC Complex, Block – III,
East Kidwai Nagar, New Delhi-110023

Reg: Request for Proposal for Application Software for Digitalization & Automation of Bank's NPA and Recovery Management Solution

Name of the Bidder Company: _____

List of Pre-Bid Queries (The queries should be submitted in the below mentioned format only preferably in excel format):

Sl. No	Page No./ Point No	RFP Clause	Suggestion/Concern	Justification
i.				
ii.				
iii.				
iv.				
v.				

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