

Punjab National Bank



**REQUEST FOR PROPOSAL
FOR SUPPLY, INSTALLATION, COMMISSIONING &
MAINTENANCE OF
ACCOUNT OPENING KIOSK AND DEBIT & CREDIT CARD PRINTING KIOSK**

Punjab National Bank

Digital Banking Division
Corporate Office,
Plot No. 4, Sector 10, Dwarka,
New Delhi - 110 075
Tel: (011)-28044849

DISCLAIMER

The information contained in this Request for Proposal Document (RFP Document) or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of the Punjab National Bank or any of their representatives, employees or advisors (collectively referred to as — Bank Representatives), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided. This 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. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and wherever necessary, obtain independent advice from appropriate sources. The Bank Representatives, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP Document. 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.

TABLE OF CONTENTS

Sl. No.	Subject	Page No
1	General Tender Details	4-6
2	Introduction	7
3	Background And Purpose Of The Project	7-8
4	Scope Of Work	8-10
5	Instructions To Bidders	11-23
6	Terms and Conditions (Annexure I)	24-35
7	Undertaking By The Bidder (Annexure-II)	36
8	Compliance To Eligibility Criteria (Annexure III)	37-39
9	Bidders Information (Annexure-IV)	40
10	Compliance Statement (Annexure-V)	41
11	Performance Certificate (Annexure – VI)	42
12	Undertaking For Non- Blacklisted (Annexure – VII)	43
13	Turnover Certificate by CA (Annexure-VIII)	44
14	Manufacturer's Authorization Form (MAF) (Annexure-IXa)	45
15	Undertaking for being the OEM of the Offered Solution (Annexure-IXb)	46
16	Technical Specifications of the Solution (Annexure-X)	47-51
17	Commercial Details (Annexure-XI)	52-53
18	Performa For Bank Guarantee For Earnest Money (Annexure-XII)	54-55
19	Integrity Pact (Annexure –XIII)	56-61
20	Undertaking for Support & Maintenance (Annexure-XIV)	62
21	Undertaking of the Authenticity (Annexure –XV)	63
22	Proforma for Pre Bid Queries (Annexure –XVI)	64
23	Checklist (Annexure –XVII)	65

Tender for supply, installation & maintenance of Account opening kiosk and Debit card & Credit Card printing kiosk		
1.	Date of commencement of Bidding Process.	11.09.2019
2.	Last date and time for sale of Bidding Documents	04.10.2019 up to 1600 hrs
3.	Last date and time for receipt of queries from vendors for Clarifications (as per annexure XV)	21.09.2019 up to 1700 hrs
4.	Pre Bid Meeting for bidders only	24.09.2019 from 1100 hrs (subject to change)
5.	Last date and time for Hash submission	04.10.2019 up to 1600 hrs
6.	Last date and time for online bid submission(Re-Encryption)	From 04.10.2019 1700 hrs to 05.10.2019 up to 1400 hrs
7.	Last date and Time for submission of technical supporting document (Hard Copy)	From 04/10/2019 1701 Hrs to 05/10/2019 1400 Hrs
8.	Place of opening of technical Bids	Punjab National Bank, Digital Banking Division, Corporate Office, Plot No. 4, Sector 10, Dwarka, New Delhi - 110 075
9.	Address for communication	As above Tel: (011) - 28044849
10.	Cost of RFP	Rs.10000/- +GST (Non refundable) should be submitted online only in favour of Punjab National Bank before last date of bid submission in the following account: IFSC Code : PUNB0015300 Bank & Branch : Punjab National Bank, Sansad Marg, New Delhi -110 001 Account No : 0153002200175716 (16 digits) Imprest account : HO Digital Banking Division *MSME bidder is exempted from payment of cost of RFP if bidder can furnish requisite proof subject to the satisfaction of Bank.
11.	Earnest Money Deposit (EMD)	Rs. 5,00,000/- should be submitted online before last date of bid submission or in the form of Bank Guarantee (BG) in favour of Punjab National Bank, Digital Banking Division payable at New Delhi. BG should be valid for six months. IFSC Code : PUNB0015300 Bank & Branch : Punjab National Bank, Sansad Marg, New Delhi -110 001 Account No : 0153002200175716 (16 digits) Imprest account : HO Digital Banking Division In case of unsuccessful bidder, EMD will be returned after completion of the bid process (without interest). MSME bidder is exempted from payment of cost of RFP if bidder can furnish requisite proof subject to the satisfaction of Bank.

12.	Contact to Bidders	Interested Bidders are requested to send the e-mail to raghav.chawla@pnb.co.in , tarun@pnb.co.in and dbd@pnb.co.in containing following information, so that in case of any clarification same may be issued to them. Name of company, contact person, mailing address with Pin Code, Telephone No., Fax No., e-mail address, Mobile No. etc.
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Note:

- 1) All the interested Bidders, who have not registered earlier with e-procurement site (<https://etender.pnbnet.in>), would have to register with our e-procurement site. Bidders to ensure to get themselves registered timely, at least two working days before the Hash submission date, to avoid last moment issues.
- 2) Bidders are advised to go through Bidders Manual available on <https://etender.pnbnet.in> for registration and submission of tenders. If approval of registration is pending at Bank's end, Bidders should immediately contact Bank's Helpdesk on telephone No. 011-23765468 or email us at eprocurement@pnb.co.in
- 3) Bidders are required to strictly submit their bids in electronic form using the e-procurement system at <https://etender.pnbnet.in> by using their digital certificates of class II and above (both encryption and signing). Bidders are advised to keep digital certificates (or tokens) ready at time of submission of bid. Use of Digital Certificate is mandatory for participation in e-tendering process. Bidders should ensure that Digital token has not expired or corrupted at the time of e-tendering process.
- 4) Bidders are advised to go through Bidders Manual for Browser settings and Java settings required for participation in the bid. Follow each & every step mentioned in Bidder Manual. If bidder still faces any problem, he/she should immediately contact Bank Helpdesk on telephone No. 011-23765468 or email us at eprocurement@pnb.co.in.
- 5) Bids received after closing of the bid in the e-procurement system will be auto-rejected by the system. Please note that **HASH SUBMISSION and BID RE-ENCRYPTION** is a mandatory activity, failing which Bank will not accept the hardcopy of Technical bid.
- 6) The indicative commercial bids to be submitted online only.
- 7) Bidders should submit bids well before time rather than waiting for last moment to avoid any technical glitches or networking issues etc. at their end.
- 8) If bidder is shortlisted to participate in Reverse Auction (RA), Demo for Reverse Auction will be conducted a day before RA, if bidder requests for the same. Further, Demo for Reverse Auction will only be provided to bidders who have accepted the Base price (i.e. Terms & Conditions of the reverse auction).
- 9) If bidder is participating in the Reverse Auction, it is advised that Bidders place their bids well before time rather than waiting for auction end time to avoid any last minute glitches (or any network issues or internet response issues etc.) occurring at Bidder's end. Bidders may keep refreshing auction page to ensure that they are connected to server (via internet).

- 10) Bidders are requested to use a reliable internet connection (data cable/ broad band) to safeguard themselves. Bank is not responsible for telephone line glitch, internet response issues, hardware hangs etc., at bidder's end.
- 11) If Bidders have any queries, they may call us at Helpdesk Telephone No 011-23765468 from 10.00 am to 05.00 pm (except Sundays and Bank holidays).

Punjab National Bank

1. INTRODUCTION

Punjab National Bank (PNB) as one of the premier nationalized banks has taken many Digital initiatives in recent years. Leveraging digital adoption has been the slated objective of the bank. Recently, Bank has upgraded its Core Banking Solution and Switch to optimize various banking processes which are involved in providing customers a hassle free and much convenient experience. Bank also offers its customers all digital channels and offerings at par with the best in industry. These include services like Internet Banking, ATM, POS, Payment gateway, Mobile banking, Kiosks etc

2. BACKGROUND:

Punjab National Bank is planning to transform its physical footprint and start the operations of its digital branches on a PAN-India basis. The plan is to roll out around 26 digital branches at locations identified by the Bank and thereafter may roll out more such branches as desired by the Bank including bank's subsidiaries.

For setup and operationalisation of Digital branches, Bank invites proposals from the qualified bidders to supply standardized Account Opening Kiosk and Debit Card & Credit Card Printing Kiosk, install, implement with integrating with bank's existing systems as per the requirement of the Bank. Bank is planning to procure and install the Kiosks at 26 identified locations across the country, which may be expanded later.

The Card Printing Kiosk should be able to print both Credit Cards and Debit Cards. Also, it should cater to integrate with Credit Card Management System and Debit Card Management System already prevalent within the bank.

This invitation of Bids is open to all Original Equipment Manufacturers (OEMs) having presence in India, Solution Provider, Indian Authorized Representative (IAR) / Agent / System Integrator (SI) on behalf of the Principal / Original Equipment Manufacturer (OEM) / Solution Provider provided firms fulfil the minimum qualification criteria as mentioned in bid document (Annexure-III).

In case of authorized representative a letter of authorization to this effect from OEM must be furnished.

NOTE:

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.

Requirement of Account opening kiosk and card printing kiosk during agreement is expected to be commissioned at 26 branches subject to 25% above or below the originally declared quantities. The above mentioned quantities are indicative only and do not ensure any minimum or maximum commitment on part of the bank. Purchase orders shall be placed as per actual requirement of the bank during the rate contract period

Please note that any deviations mentioned 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.

3. BROAD SCOPE OF WORK

Bidder has:

- a. To supply, commission, install, test, configure, operationalize and maintain the Account Opening Kiosk and Debit Card & Credit Card Printing Kiosk as per the technical specifications specified in this RFP & as per the configuration required by bank at the location for which Purchase Orders are placed. The locations can be pan India and include Onsite, Offsite, Lobby, Metropolitan, Urban, Semi urban, rural locations/areas.
- b. To install and operationalize the kiosks at 26 digital branches across India. No. of such digital branches may be expanded or reduced at any time during the contract period, as per Bank's discretion.
- c. To provide instant account opening kiosk and Debit card & Credit card kiosk solution (as per technical specifications mentioned in Annexure) that should have the capability to integrate with bank's existing systems.
- d. To run bank's existing account opening application on account opening kiosk.
- e. To provide Debit Card & Credit card kiosk solution (including card personalized software and card printer) which should have the capability to convert EMBOSSA file to CARD PERSO and support printing of more than one variant of cards across various schemes.
- f. To ensure that Card personalized software should have the capability to integrate with bank's Debit Card Management system and Credit Card management system.
- g. To ensure that all the data captured/ generated using provided solution will be stored locally at bank's data center.
- h. The Bidder should specify various infrastructure requirements which need to be provided for commissioning and smooth functioning of the equipment. This will include site requirements, power, cables, connectors, network cards, ports, environmental conditions, illumination, earthing, etc. Also, vendor has to ensure visit to the site as far as possible before delivery of the required

equipments / start of the Site Preparation work to check that site is ready for the said purpose.

- i. Equipments should be compatible to integrate with bank's existing solution of instant account opening and debit card and credit card management system.
- j. To coordinate with concerned Zonal Offices; Circle Offices, HO: ITD, HO: DBD and HO: Credit Card to commission installation work.
- k. To provide a remote monitoring software solution capable of monitoring the uptime/downtime of all the machines configured on Bank's network on RMMS from a centralized location.
- l. To ensure Account Opening kiosk and Debit Card & Credit Card Printing Kiosk should have branding as per the specifications to be provided by the Bank.
- m. To give undertaking to provide maintenance support to equipment and arrange for spare parts for a minimum period of 5 years from the date of installation. Comprehensive annual maintenance contract has to be entered into separately with the bank, as per terms & conditions for this purpose.
- n. To ensure Account Opening kiosk and Debit Card & Credit Card Printing Kiosk should be capable to display various promotional slides as per Bank's requirements.
- o. To conduct POC of Account Opening Kiosk and Debit Card & Credit Card Printing Kiosk with the bank's existing setup within 45 working days of award of contract. In case the successful bidder fails to complete POC within the stipulated time period the offer will pass on to the successive bidders. All necessary infrastructures for POC need to be arranged by the bidder. Customization & Integration cost to be borne by the bidder.
- p. The bidder has to enter into a rate contract with the bank for supply of various equipments as per latest model, specifications and functionality approved by the bank. The rates will be valid for a period of three years, if not revised earlier. The bidder will pass on to the bank, the benefit of discounts if any announced during any period in respect of orders placed during that period. The bidder will also provide the latest model available, if there is upward revision in the model offered, at no extra cost to the Bank. Bank at its own discretion may extend the contract for a further period of 1 year or any other period subject to satisfactory performance of vendor and mutual agreement on the terms and conditions.
- q. To ensure that system should be capable of centrally pushing the Bank's advertisements, application updates to all the Kiosks, pushing patches to kiosks in bulk, provides reports as per requirement of the bank.
- r. To enable suitable information security / cyber security and secure configuration in respect of the components, and utilities in the system, as per requirement of the bank or regulator from time to time.

- s. Bidder will provide an undertaking to comply with all the present and future provisions of the Information Security Policy/NPCI Guidelines/Guidelines of RBI, Respective Govt. Agencies and the Bank and provide such regulatory requirements at no additional cost to bank during the warranty and 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 vendor 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 (including VAPT, EAPT and functional audit of the solution) through off-site and on-site scrutiny at any time during the contract period. The auditors may be internal/ external. The vendor 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.
- t. The Vendor has to ensure that any equipment (hardware/software) supplied as part of this RFP should not have either reached or announced end of sales on the date of such supply or end of support for at least 5 year from the date of issue of purchase order. In the event if any equipment supplied by the vendor reaches end of support, within the contract period from the date of supply, the vendor has to replace the equipment at no additional cost to the Bank.
- u. To ensure that OS provided with hardware should not store or use any information and data generated during account opening and card printing sessions such as user details, sensitive information like Power on Authentication credentials & Proof of Identity credentials, queries, responses, statistical data, and so forth, in the OS provided with hardware.
- v. To provide the Production and Testing environment that will be hosted at a specified location of the Bank. All components should be compatible with bank's systems. The entire cost will be borne by the bidder.
- w. Obtaining of the Road permits or any other document for delivery of the material till Bank's premises/Location identified by the Bank will be the sole responsibility of the vendor. The vendor shall arrange road permit for locations applicable at no extra cost to the Bank. However, Bank will sign the necessary forms as purchaser, as per the requirements.

INSTRUCTIONS TO BIDDER

1. POWER OF ATTORNEY/ AUTHORIZATION LETTER OR RESOLUTION COPY

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

2. ELIGIBILITY CRITERIA:

Only those Bidders who fulfil the Eligibility Criteria as per Annexure - III are eligible to respond to the RFP. Offers received from the Bidders who do not fulfil any of the Eligibility Criteria are liable to be rejected.

3. Bidder Participation:

Either the Indian agent on behalf of the Original Equipment Manufacturer (OEM) or OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. Further if an agent and Principal / OEM simultaneously submit the bid, both the bids shall be summarily rejected.

4. ORDER TRACKING SYSTEM:

All the orders shall be placed, monitored and controlled through Bank's Order Tracking System. The selected vendor shall be required to update the status in the system at <https://mypnb.in/itot> and the system will be used to improve delivery promptness. Login IDs of successful vendor will be created in the order tracking system to enable them to login and update the status in the system.

The orders and reports generated from the system will be provided to successful bidder for proper monitoring & timely execution of the orders. The orders downloaded from the system would be construed as a purchase order issued by the competent authority to place the order.

The vendor shall acknowledge orders in ITOT system from the date of receipt of the order from the respective Circle Offices and ITD. Bank has a right to cancel the order and forfeit the entire EMD amount if the same is not accepted within a period of 7 days from the date of order, otherwise it will be considered as accepted.

All the complaints will be raised through Complain Management System by the respective circle office or Zonal offices. Same needs to be closed by the vendors in the ITOT portal. Further details of the portal will be shared with the successful vendors only.

5. COST OF BIDDING

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

6. BIDDING DOCUMENT

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

7. LANGUAGE OF BIDS

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

8. AUTHENTICATION OF ERASURES/OVERWRITING ETC.

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

9. AMENDMENT OF BIDDING DOCUMENTS

At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason, modify the Bidding Documents through amendments at the sole discretion of the Bank. All amendments shall be uploaded on the Bank's websites (www.pnbindia.in , www.etender.pnbnet.in) and will be binding on all who are interested in bidding.

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.

10. CONTACTING THE PURCHASER

Any effort by a bidder to influence the Purchaser in evaluation of the bid, bid comparison or contract award decision may result in the rejection of the Bidders' bid. Purchaser's decision will be final and without prejudice and will be binding on all parties. Bidders are also advised not to indulge in any unnecessary meetings or communications with Bank Officials. Any information necessary for the bidders will be communicated to them through e-mails.

11. PURCHASERS RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS

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

12. MODIFICATION AND WITHDRAWAL

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

13. REVELATION OF PRICES

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

14. CLARIFICATIONS OF BIDS

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the bidder for clarification. The response should be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

15. BID EARNEST MONEY

Bidder has to submit the Bid Earnest Money (EMD) of **Rs. 5.00 lacs**, which may be submitted in the form of online deposit or Bank Guarantee (BG) favouring PUNJAB NATIONAL BANK, DIGITAL BANKING DIVISION New Delhi and filling all the details as per specified Performa at **Annexure-XIII**. The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than Punjab National Bank. The BG should have a validity of 6 Months from the last date of submission of bid. Bidder shall be responsible to get the same extended for a further period of 6 months, if required by the Bank. The BG should be submitted at the time of bid submission.

MSME bidder is exempted from payment of Earnest Money Deposit if bidder can furnish requisite proof subject to the satisfaction of Bank.

In case of unsuccessful bidder, EMD will be returned on either on completion of tender process or within one month of disqualification of the bidder. No interest will be payable on EMD amount. The EMD will be returned to the successful bidder upon submission of Performance Bank Guarantee and no interest will be payable on EMD amount.

16. DEADLINE FOR SUBMISSION OF BIDS

Bids must be submitted not later than the specified date and time mentioned in the Bid Document. If specified date of submission of bids being declared a holiday for the Purchaser, the bids will be received up to the specified time in the next working day. The Purchaser 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 Purchaser and bidders, previously subject to the deadline, will thereafter be subject to the deadline extended. All the correspondence/bid should be addressed to Bank at the following address:

The Deputy General Manager
Digital Banking Division
Punjab National Bank,

Corporate Office,
Plot No. 4, Sector 10, Dwarka,
New Delhi-110075

Please note that **HASH SUBMISSION and BID RE-ENCRYPTION** is a mandatory activity, failing which bidder will not be able to submit the bid. For details you may visit our e-Procurement Site <https://etender.pnbnet.in>

Kindly also note that hard Copy of Technical Bid will be received only after successful Hash Submission and Online bid Re-encryption.

17. LATE BIDS

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

18. OPENING OF BIDS

All the bids will be opened at the date, time and locations mentioned in RFP (as per tender schedule). Any change in Date, time or location of bid opening will be communicated to the participating bidders through e-mail. The technical bids will be opened in the presence of representatives of the bidders who choose to attend. In the event of the specified date of bid opening being declared a holiday for purchaser, the bids shall be opened at the specified time and place on next working day.

19. PERIOD OF VALIDITY

Bids shall remain valid for a period of minimum 6 months from the date of bid submission prescribed by the Bank. A bid valid for shorter period shall be rejected by the Bank as non-responsive.

20. RELIABILITY

Since the equipment shall be installed at critical sites, the equipment so offered should be robust and reliable.

21. BID CURRENCY

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

22. BIDDING PROCESS (TWO STAGES)

For the purpose of the present job, a two-stage bidding process will be followed. The response to the present tender will be submitted in two parts:

- Technical bid (Part-I)
- Commercial bid (Part-II)

The bidders will have to submit the technical bid in Bank's e-procurement system as well as in hard copy along with a copy of confirmation mail of online submission of bid. The commercial bid will be submitted in only online form. These are to be

submitted through our e-Procurement System using their Digital Signature at website <https://etender.pnbnet.in>. The bid Submitted by the bidder using Digital Certificate is binding on the bidder to the contract.

The response to the present tender will be submitted in two parts, Technical Bid and Commercial Bid. The bidders will have to submit the technical and commercial bids in online form through bank's e-procurement system. The supporting documents will have to be submitted in physical form.

i. TECHNICAL BID (Part I)

The bidder will have to submit the Technical Bid in sealed envelopes, duly super scribing **"RFP for supply, installation & maintenance of account opening kiosk and card printing kiosk"**

All the Annexure should be duly signed and sealed.

TECHNICAL BID will **NOT contain any pricing or commercial information at all**. Technical bid documents with any commercial information will be rejected.

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

The hard copy of the technical bid shall be typed or written and shall be signed by the Bidder or a person duly authorized to bind the bidder to the contract. All pages of the Bid document should be serially numbered and signed by the authorized person(s). The authorization for the representative of the bidder for signing the Bid is to be provided through a Board Resolution/written power of attorney accompanying the Bid.

ii. COMMERCIAL BID(Part II)

Under the second stage, the COMMERCIAL BID of only those bidders, whose technical bids are responsive, will be opened.

Commercial bids should be submitted only in online form through Bank's e-procurement system and signed using Digital Certificate by the Bidder so as to bind the bidder to the contract.

23. SUBMISSION OF BIDS

The bidders shall duly complete the formats of Technical Bid and Commercial Bid and the same will be submitted online through our e-Procurement System using their Digital Signature at website <http://www.pnb.org.in>. The bid Submitted by the bidder using Digital Certificate is binding the bidder to the contract.

Bidders are required to also submit the attested true copies of technical supporting documents in physical form duly in sealed cover on or before date and time of bid submission. In case of any variation between physical bid and on-line bid, the contents in the on-line bid shall be valid and acceptable.

24. BID OPENING AND EVALUATION

After opening of the technical bids, all the documents and annexure (except commercial documents/offer) will be evaluated first by the Bank.

First Stage: (Technical Evaluation)

1. Bid document must be submitted in a single hard bound file. (No loose pages must be submitted). **All pages of the Bid Document must be serially numbered and must be signed in Full (no initials) by the authorized signatory and stamped by Bidder's Official seal.** 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).
2. 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.
3. Technical bid opening will be done in presence of authorized representatives of all the bidders (if they choose to be present) who have submitted technical bid successfully (both online & in Hard Bound File) within the stipulated time lines set by the Bank.
4. First of all, the EMD of all bidders will be verified. If any EMD is not found in order, that bidder will be declared ineligible for further participating in the tender process.
5. After that technical bids will be evaluated based on the eligibility criteria defined in the RFP document. Technical bids of only those bidders satisfying the eligibility criteria will be further evaluated.
6. During the Technical Evaluation, all the documents and annexure will be evaluated by the bank. Following parameters will be kept in consideration for technical evaluation.

S.No	Parameters	Weightage Score
1.	Configuration of Hardware, software, capability, flexibility, form factor etc	20
2.	Experience of Implementing Account opening kiosk and Card printing kiosk in BFSI	20
3.	Demo and presentation of the proposed kiosk and application	20
4.	Client site visit where the proposed kiosk and solution have been implemented	30
5.	Implementation plan	10

KINDLY NOTE THAT TECHNICAL SCORE WILL NOT BE DISCLOSED TO ANY BIDDER IN ANY CIRCUMSTANCES, NEITHER AT ANY STAGE OF THE TENDER PROCESS NOR AFTER ITS COMPLETION

1. The RFP responses will be subject to Techno-Commercial evaluation where Technical Bid inclusive of the Presentation of 'End-to-End' Solution will be used as **qualifying criteria only**. The final evaluation will be done on the basis of commercial bid only. The Commercial Bid will be given 100% Weightage as explained in detail, as an illustration only, in Annexure-XI.
2. In the second stage, the **COMMERCIAL BIDS** of only those bidders will be opened who score minimum 75% marks in the Technical Evaluation Stage. The Bank reserves the right to accept or reject any technology proposed by the bidder without assigning any reason thereof. Decision of the Bank in this regard shall be final and binding on the bidders. The commercial bids shall be opened in the presence of shortlisted bidders, if they choose to be present. If the shortlisted bidders or their duly authorized representatives are not present, the commercial bids will be opened in their absence. The intimation of time and place of opening of commercial bids will be informed separately to the shortlisted bidders only. After opening of commercial bids as above, commercial evaluation & verification of the bids will be done by the Bank. Thereafter, Bank may hold Reverse Auction in the event of 2 or more bidders are commercially eligible. The procedure for the same is available on our e-procurement website.

25. PRELIMINARY EXAMINATION

The purchaser will examine the commercial bids to determine whether they are complete; whether any computational errors have been made; whether required information has been provided as underlined in the bid document; whether the documents have been properly signed, and whether bids are generally in order. Bids from agents without proper authorization from the manufacturer as per the authorization form, shall be treated as non-responsive and will be out-rightly rejected. Arithmetic errors will be rectified on the following basis. If there is a discrepancy between unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is discrepancy between words and figures, the amount in the words will prevail. The bid determined as not substantially responsive will be rejected by the purchaser.

26. LIQUIDATED DAMAGES

If there is a delay by the bidder in the delivery of any or all goods or perform services within the stipulated time schedule, the purchaser shall, without prejudice to its other remedies under the rate contract has the right to cancel the order and return the partially delivered equipment, if any, at the cost of the bidder besides imposing penalty. The Bank is entitled to withhold (deduct) from the purchase price or any other amount, which is due to vendor / supplier from this contract.

27. RESOLUTION AND DISPUTES

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If however the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of the courts at Delhi. During the arbitration proceedings the Vendor shall continue to work under the Contract unless otherwise directed in writing by the bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained. The venue of the arbitration shall be Delhi.

28. PROCEDURE FOR FINALIZING L1 VENDOR FOR ACCOUNT OPENING KIOSK AND CARD PRINTING KIOSK:

Determination of L1 Price:

- i. Contract will be awarded to the L1 Bidder to be decided on basis of evaluation of the commercial bid only i.e. 100% Weightage will be given for Commercial evaluation as explained in detail, as an illustration only, in Annexure -XI
- ii. Under Commercial bid evaluation, marks to be given to the bidders will be arrived at based on Bids Submitted by the bidders in Proforma given in Annexure-XI
- i. The bidder securing highest marks in the Commercial Bid shall be the L1 Bidder. The L1 shall be selected on the basis of marks scored in Commercial Bid as per the illustration given in Annexure- XI.
- iii. Bank also reserves the right and may go for reverse auction or any other suitable method that it deems fit to determine L-1 bidder
- iv. The bidder whose final cost is lowest will be L1 bidder and whose final cost is second lowest will be L2 bidder and so on and so forth. However, please note that merely by becoming L1 and L2 bidder does not qualify a bidder as successful bidders.
- v. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever.
- vi. The bank reserves the right to re-tender without assigning any reasons whatsoever. The bank shall not incur any liability to the affected bidder(s)

on account of such rejection. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.

Price Variation Factor

"If a bidder quoting higher prices, higher by more than 40% as compared to the average quoted prices (of all technically qualified bidders) for all items in aggregate, the same bidder shall not be called for reverse auction process". If due to such price variation factor, a bidder is not found eligible to be called for reverse auction and only one bidder is left commercially eligible, in such a situation, Bank reserves the right to negotiate with the L1 bidder.

29. REVERSE AUCTION

Bank will hold Reverse Auction in the event of two or more bidders are commercially eligible. Final Item wise price shall be arrived after Reverse Auction. The procedure for the same is available on our e-procurement website. Reverse Auction/s will be conducted on mandatory items only **(Table-D of Indicative Commercial bid format (Annexure XI))**. Base Price, Bid decrement value will be as per Bank's Discretion and will be communicated to all commercially eligible bidders only for seeking acceptance.

It will be mandatory for all the bidders to quote rates of all optional components that are required as per RFP. The rates of optional items will be negotiated with the successful bidder only.

- a. If the commercially eligible bidders do not accept the base price and bid decrement value fixed by the Bank within the stipulated time given by the Bank, in such a situation Bank reserves the right to disqualify that/those bidder(s) from further RFP process.
- b. After giving the acceptance by bidder(s) for the base price and decrement value, if the bidder(s) do not login in Bank's E-Auction portal during the Reverse Auction or refuse to participate in Reverse Auction at any time thereafter, then the bidder(s) will automatically get disqualified for further RFP process.
- c. During the course of Reverse Auction if eligible bidders accept the base price and do not place any bid below the accepted base price after logging into the Reverse Auction portal, then out of these bidders, the one who has quoted least total price in Table-D of Indicative Commercial bid format (Annexure XI) shall be treated as L1 bidder and Bank reserves the right to further negotiate with L1 bidder and finalize the final prices.

In case of any situation where Bank is left with only one eligible bidder, then Bank reserves the right to negotiate with that bidder and final Item wise price shall be arrived.

30. PROCUREMENT THROUGH LOCAL SUPPLIERS (MAKE IN INDIA)

Procurement through Local Supplier (Preference to Make in India) will be done as per the "Public Procurement (Preference to Make in India) Order

2017 issued vide Department of Industrial Policy and Promotion (DIPP) Notification no. P-45021/2/2017-B.E-II dated 15.06.2017 and thereafter revised vide Notification No. P-45021/2/2017-PP (B.E-II) dated: 28.05.2018. Please also refer to Notification no. F.No.33 (1)/2017-IPHW DT: 14.09.2017 for the list of Electronic Products that are notified under the Public Procurement (Preference to Make in India) Order 2017.

'Local Supplier ' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under the this Order. The minimum local content shall be 50%.

The bidder (if local supplier) will have to submit a self-certification that the offered item meets the minimum local content and shall give details of the Locations at which the local value addition is made. The bidder will also submit a certificate from statutory auditor or cost auditor of the company or from a practicing cost accountant or chartered accountant giving the percentage of local content.

31. PROCUREMENT THROUGH MSEs

Procurement through **MSEs** (Micro, Small & Medium Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises from time to time. At present the conditions applicable as per guidelines are as under:

i. MSEs should be registered with :

- 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.

ii. MSEs participating in tenders, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 in a situation where L1 price is from someone other than MSE and such MSE shall be allowed to supply up to 20% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately according to the tendered quantity. Bank shall procure minimum 20% of their annual value of goods or service from MSEs.

iii. Special provisions for MSEs owned by SC or ST

- a. Out of 20 per cent target of annual procurement from Micro and Small Enterprises, a sub-target of 20 per cent (i.e., 4 per cent out of 20 per cent) shall be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs.
- b. MSEs shall have to first fulfil the basic required qualification under eligibility criteria specified in the RFP to become qualifying Bidders and only then shall be able to avail benefits under the above Policy.

30. USE OF CONTRACT DOCUMENTS AND INFORMATION

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

31. PATENTS RIGHTS

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

32. GOVERNING LAW AND DISPUTES

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

The vendor 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 or the umpire, as the case may be, obtained. The venue of the arbitration shall be Union Territory of Delhi.

33. USE OF CONTRACT DOCUMENTS AND INFORMATION

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

34. ASSIGNMENT

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

35. DELAYS IN THE SUPPLIER'S PERFORMANCE

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

36. INDEMNITY

Vendor shall have to indemnify the Bank against any loss / expenditure incurred or any disputes / claims from anybody for having used / using patented designs in their hardware. Any patented design used in account opening kiosk and card printing kiosk equipment shall be under manufacturer's license agreements and a copy of such agreement authorizing the vendor to manufacture the patented designs shall be given to the Bank.

The vendor shall furnish Indemnity bond for providing adequate maintenance/service support for their account opening kiosk and card printing kiosk during both warranty and post warranty periods (of minimum 5 years) failing which bank shall have the right to proceed against the vendor for damage legally or otherwise.

Orders will be placed on the approved vendor based on the cost of account opening kiosk and card printing kiosk as approved by the Bank.

37. INSPECTION AND QUALITY CONTROL TEST

The Bank reserves the right to carry out pre-shipment inspection by a team of Bank officials of any of the existing live installation of the supplier referred to in the Technical Bid or demand a demonstration of the solution proposed on a representative model in the bidder's office at the cost of bidder

38. FORCE MAJEURE

Notwithstanding the above provisions, the successful bidder shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure. For purposes of this clause, "force majeure" means an event beyond the control of the bidder and not involving the bidders' fault or negligence and not foreseeable. Such events may include, but are not restricted to, war or revolution and epidemics. If a force majeure situation arises, the bidder shall promptly notify the bank in writing of such condition and the cause thereof. Unless otherwise directed by the bank in writing, the bidder shall continue to perform its obligation under the contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the force majeure event.

39. NON DISCLOSURE

By virtue of Contract, as and when it is entered into between the Bank and the successful bidder, and its implementation thereof, the successful bidder may have access to the confidential information and data of the Bank and its customers. The successful bidder will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per following:-

- That the successful bidder will treat the confidential information as confidential and shall not disclose to any third party. The successful bidder will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.
- That the successful bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the successful bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential information of similar importance. Without limitation of the foregoing, the successful bidder shall use reasonable efforts to advise the Bank immediately in the event that the successful bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the successful bidder, and will reasonably cooperate in seeking injunctive relief against any such person.
- That if the successful bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.
- That the successful bidder will strictly maintain the secrecy of Bank's data.

40. TERMINATION OF CONTRACT

The quality of services given by the vendor will be reviewed every 3 months and if the services are not found satisfactory, the bank reserves the right to terminate the contract by giving 30 days notice to the vendor. The decision of the bank regarding quality of services shall be final and binding on the vendor.

Date: _____

Place: _____

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

Annexure- I**TERMS AND CONDITIONS****1. SIGNING OF CONTRACT**

The successful bidder(s) shall mandatorily enter into a Service Level Agreement (SLA), Non-Disclosure Agreement (NDA) and integrity Pact (IP) with Bank, within 30 days of the award of the tender or within such extended period as may be permitted by the bank. The letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions shall be contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract. If the contract is not signed within the given period (30 days), the EMD will be forfeited after a grace period of 15 days.

2. DURATION OF CONTRACT

Bank will enter into contract initially for a period of 5 years (3 years warranty plus 2 years AMC) from Go Live date with option of further extension of contract for another 2 years at the same rate, provided services of the bidder is satisfactory and at Bank's sole discretion.

Bank reserves right to cancel the contract at any time in case system fails to meet any of the requirements as mentioned in the RFP.

3. PERFORMANCE BANK GUARANTEE

The successful bidder has to submit the Performance Bank Guarantee (PBG), detailed as under:

- a) The successful bidder will have to submit Performance Bank Guarantee amounting to 10 % of Total Purchase Order value within one month of award of contract valid for a period of 3 years from the date of award of tender.
- b) One Month before the expiry of PBG, successful bidder has to extend the validity of the PBG for a further period of 2 years, and it should be further extended on extension of agreement.
- c) If the Vendor fails to extend the validity of the PBG, one month before its expiry, Bank reserves the right to invoke the Performance Bank Guarantee.
- d) The Performance Bank Guarantee will be furnished for due performance of the offered solution.
- e) In case vendor submits any false information or declaration letter during the tender process or period of rate contract, Bank shall invoke the EMD/ Performance Bank Guarantee submitted by the bidder to recover penalty/damages. In case vendor fails to perform the contract, Bank shall invoke the Performance Bank Guarantee to recover penalty/damages.

- f) EMD Money of un-successful bidders will be returned on completion of rate approval process whereas EMD of successful bidder will be returned on submission of the Performance Bank Guarantee. No interest will be paid on EMD.

4. ACCEPTANCE OF ORDER:

1. All the orders shall be placed, monitored and controlled through Bank's Order Tracking System. The selected vendor shall be required to update the status in the system at <https://mypnb.in/itot> and the system will be used to improve delivery promptness. Login IDs of successful vendor will be created in the order tracking system to enable them to login and update the status in the system.
2. The orders and reports generated from the system will be provided to successful bidder for proper monitoring & timely execution of the orders. The orders downloaded from the system would be construed as a purchase order issued by the competent authority to place the order.
3. The vendor shall acknowledge orders in ITOT system from the date of receipt of the order from the respective Zonal Offices/Circle Offices. Bank has a right to cancel the order and forfeit the entire EMD amount if the same is not accepted. The vendor shall give acceptance within 7 working days from the date of receipt of the order.
4. The orders shall be placed by Zonal Offices/Circle Offices Bidder will have to provide centralized email address/s for enabling the Zonal Offices/Circle Offices to send the scanned copies of the Purchase Order through email. The date of sending such email will be deemed as the date of placing of order by the Bank. A standard Purchase Order Format will be devised by the Bank in consultation with the successful bidders and Zonal Offices/Circle Offices shall place orders on that format only. Bidders will respond by accepting the purchase order through email to the concerned Zonal Office/Circle Office maximum within 7 working days.
5. If email for acceptance of order/ any issue or query raised by the bidder before accepting the order, is not received within seven days, then the PO will be deemed to have been accepted and in such cases the seventh day from the date of email of the Zonal Office / Circle Office will be deemed as the date of Acceptance of Order for the purpose of calculation of Time Period for completion of work.
6. Upon receipt of Purchase Order, vendor will ensure a visit to the site for which Purchase Order has been placed, if required, by an engineer/company representative to study the feasibility of installation of kiosks and also suggest requirements / prerequisites for commissioning the kiosks

5. NOT ACCEPTANCE/ NON EXECUTION OF ORDER

In case the bidder shortlisted through this RFP process (hereinafter called "vendor") 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 vendor 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 vendor). Bank also reserves the right to blacklist/debar the said vendor in such eventuality without giving any notice thereof in this regard for a period of further three years from the date of blacklisting/debarment.

5. TRAINING

Provide training to the branch staff / custodians as per requirement of the Bank. The training should include all aspects of functioning of the kiosks, trouble shooting, first level maintenance etc. Branch staff/ custodian will provide the installation certificate only after the satisfactory working of kiosks.

6. TIME PERIOD FOR DELIVERY & INSTALLATION:

The entire activity viz. Delivery, installation & commissioning of kiosks is to be completed within 30 days for Metro/Urban, 35 days for Semi Urban and 40 days for rural locations from the date of acceptance of order or from the date of complete handing over of the site by the Bank whichever is later.

7. ACCEPTANCE TEST

- The kiosks supplied and installed in the field will be subject to an Acceptance test by officials of the user branch/Circle Office/Zonal Office.
- Vendor has to arrange for performing the Acceptance Test in the presence of official of the Bank at the time of installation of the kiosk or any other date and time mutually acceptable to the bank and vendor.
- Efforts to be made to complete Acceptance Test immediately after installation and operationalisation of the kiosk. However, installation and/or Acceptance test if delayed because of reasons not attributable to the Vendor beyond 30 days from the date of complete Delivery of kiosk, then the kiosk will be deemed to have been accepted by the Bank and would be termed as DEEMED ACCEPTANCE for the purpose of start of the warranty period/release of payment.
- However, the Acceptance Test will have to be invariably performed by the Vendor after Commissioning of the kiosk and in case of any deficiencies, the defective parts will be replaced / machine will be replaced by the bidder. Acceptance test will include physical, functional as well as technical testing.

8. PAYMENT TERMS:

All payments for kiosk installation and commissioning shall be made by respective Zonal Offices under whose jurisdiction the Digital Branch falls. As a proof, vendor will provide the concerned Zonal Office / Circle Offices, the following documents for the kiosks installed:

- Order Copy
- Invoice copy
- Kiosk installation certificate from branch official / custodian
- User Acceptance Test Report.

The kiosk Installation and User Acceptance Test documents should be duly verified by the base branch / Circle Office/Zonal Office along with PA no/PF no of the certifying official. A copy of Invoice will also be submitted to the Branch separately for accounting purposes.

In context of the terms of the payment as given below, Installation means kiosk hardware and software installation. This would also include demonstrating to the Branch Custodian various main components of the kiosk deployed as per the technical specifications to the satisfaction of the custodian, if so required. The Commissioning means making kiosk live with integration of the kiosk with bank's existing solution and ensuring complete functioning of the kiosks as per the Scope of Work defined above including performing Acceptance Test of the kiosk.

Payment Terms

- a. 25% cost on Commissioning of kiosk including integration, implementation of solution, performance acceptance Test and training of kiosks.
- b. 50% of cost of kiosks on installation or 30 days after delivery in case installation is delayed due to Bank.
- c. 15% of cost of Kiosks after 1 month of installation of machine (for analyzing the performance of machine.
- d. 10% cost of kiosks after warranty period.

In case, kiosk installation is delayed after delivery due to reasons not attributable to the vendor, then 70% of kiosk Cost will become payable to the vendor on the date of "DEEMED ACCEPTANCE". The remaining 20% will be released upon kiosk becoming operational & after 1 month of proper functioning of the machine and 10 % cost of kiosks will be given after warranty period.

9. INSURANCE

The selected bidder is responsible for transit, delivery, installation, commissioning and acceptance of the equipment for which purchase orders are placed. The bidder will also be responsible for insurance of the equipment. The hardware/equipment to be supplied under the contract period shall be fully insured till installation of the system by the bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation.

Bank will not be responsible for any loss to bidder on account of non-insurance to any equipment or services. All expenses towards insurance shall be borne by the bidder. Bidder has to provide Insurance Cover for equal to 100% cost of the equipment on "all risks basis" up to the installation/deemed acceptance of the system, the cost of

which will be borne by the vendor. The Insurance Policy may be obtained in the name of the Bank.

10. WARRANTY PERIOD:

- a. Account opening kiosk and Debit Card & Credit Card kiosk solution (including hardware) should have a comprehensive warranty of **Three** year after live implementation of complete hardware and software solution.
- b. Warranty should cover troubleshooting, removing bugs/errors and enhancement (if required). All upgrades / updates / new version releases will be provided during contract period free of cost.
- c. During implementation phase if any upgrades / updates / new version releases comes, it should be implemented free of cost. The vendor shall also ensure the requisite knowledge transfer to the identified staff of the Bank for maintenance of the system subsequent to the complete implementation.
- d. The vendor shall also be fully responsible for the hardware supplied including all equipment's, accessories, spare parts etc. against any defects arising from design, material, manufacturing, workmanship or any act or omission of the manufacturer and/or vendor any defect that may develop under normal use of supplied equipment during warranty period.
- e. Warranty should not become void if the purchaser buys any other supplemental hardware from third party and install it with/in these machines. However, the warranty will not apply to such hardware items installed.
- f. The supplier shall warranty that the products supplied under the contract are of the most recent version and that they incorporate all recent improvements in design and/or features. The supplier shall further warranty from design or from any act or omission of the supplier that may develop under normal use of the supplied products in the conditions prevailing in India.
- g. During warranty/AMC period supplier shall guarantee that at least 99% of their machines function properly on any given day.
- h. Service support should be available online for both the kiosks on 24 x 7 basis.
- i. Bank should have facility to log the call directly with Vendor and OEM, if Bank faces any problem.
- j. In case of critical failures when any service become unavailable due to malfunctioning of hardware, components, accessories, system software etc. the relevant defect should be attended within 4 hours during business hours , 12 hours during non-business hours and within 24 hours for non-critical failures. For any types of failures engineer should be available at on-site location.
- k. Warranty would cover updates/maintenance patches/bug fixes (available from the original software vendor) for system software & firmware patches/bug fixes, if any, for hardware, including installation for the same.
- l. The vendor should provide on-site preventive maintenance on regular interval i.e. quarterly. Pro-active product health status check-up (on-site) and submission of report by product as per Bank's requirement.

- m. The vendor will obtain written acknowledgement from purchaser after completion of warranty period for successful sign off of warranty period.
- n. In case of repetitive hardware failure (max two times in a quarter) it shall be replaced by equivalent or higher model of new equipment by vendor, at no extra cost to Bank.
- o. Free of cost version upgrade/customization will be done by vendor whenever new version is released.

11. AMC/ ANNUAL TECHNICAL SUPPORT (ATS)

Bank will enter into an all inclusive Annual Maintenance Contract (AMC) with the selected bidder after the expiry of Three years warranty period for the entire Solution (including hardware). The scope of AMC will be same as scope of Warranty mentioned in above Para.

ATS will start after completion of warranty period of 3 year. ATS should cover trouble shooting, resolution of reported issues in the running solution, removing bugs/errors (if required). All upgrades / updates / new version releases will be provided during ATS period free of cost. Vendor will ensure smooth functioning of the package during ATS through on-line/ off-site support on all 7 days. The shortlisted vendor should support the software for at least two years after completion of the warranty.

After the expiry of warranty period, the bank may, at its discretion, enter into all inclusive annual maintenance contracts with the vendor for maintenance service and repairs of all kiosks.

12. ONSITE TECHNICAL SUPPORT (OTS)

Onsite support should be provided to digital branch within 6 hours in case of any technical/ operational issue is being reported by concerned branch.

The vendor will be required to depute one technical resource (L2 engineer) at corporate office having complete knowledge of the Solution with minimum three years of experience in required account opening kiosk and debit card & credit card kiosk to look after integration and management of the whole system including handling of Remote Monitoring Management System (RMMS), MIS, Call complaints/monitoring etc till the life cycle of the project (i.e. during warranty and post warranty ATS).

13. PENALTY

a) FOR LATE DELIVERY

- i) The equipments are to be delivered within stipulated time from the date of order.
- ii) For this purpose delivery means delivery of all the ordered equipments i.e. kiosks, including other peripherals related to it at the site.

- iii) Penalty at the rate of 1% per week of order amount, maximum 10% will be charged for late delivery. For this purpose the period will commence from the date of order (Less delivery period) up to the date of last item delivered.
- iv) The Bank reserves the right to cancel the order in case complete delivery is not affected within the stipulated time.

b) FOR DELAYED MAINTENANCE SERVICE UNDER AMC and WARRANTY

During AMC

- (i) If the machine defaults for more than 24 hours, penalty of 5% of pro rata AMC for the quarter will be levied per day, subject to maximum 50% of the AMC Charges for the quarter, per incident i.e. each time when the machine is down and not on cumulative basis). Part of the day should be treated as full day
- (ii) The penalty will be Calculated/levied/ recovered by Zonal Office on quarterly basis and will be deducted at the time of making AMC payment based on the CBS/RMMS/Other Reports.

Warranty

- i) If the machine defaults for more than 24 hours during the Warranty period, 5 % of the cost of the account opening kiosk and debit card & credit card printing kiosk.
- ii) However, if there is delay beyond the above period due to reasons attributable to the Bank, such period will be exempted from computation of delay for the purpose of computing penalty. **This, however, does not preclude the Bank from invoking the Performance Guarantee, if warranted, as per the terms of this RFP.**
- iii) It is hereby clarified that the maximum penalty is for all the kiosks put together for each Circle/Zone/Bank and not to be capped at per kiosk level.
- iv) If the selected Bidder fails to complete due performance of the contract in accordance with the terms and conditions agreed during the final contract negotiation, Bank reserves the right either to cancel the contract or to accept performance already made by the selected bidder. In case of termination of contract the Bank reserves right to recover an amount equal to 10% of the total contract value as Liquidated Damages for non-performance.
- v) A penalty of Rs 250/- per day per kiosk to be levied if a kiosk is not connected to RMMS for 1 week. The penalty is capped at Rs 1000/- per kiosk per quarter.
- vi) Penalty in case of failure of account opening kiosk and card printing kiosk during testing.

In case during testing account opening kiosk and card printing kiosk fails to meet specification this shall attract penalty-ranging up to the cost of account opening kiosk and card printing kiosk at the discretion of Bank

Recovery of penalty: The penalty will be recovered from company as per under mentioned terms:

- i) Penalty amount will be recovered from the next payment of AMC charges in respect of all kiosks and other peripherals covered under the maintenance contract and/or
- ii) Any amount due /to become due to the Vendor from the Bank
- iii) Invoking of Performance Bank Guarantee
- iv) The penalty amount may be calculated, claimed and recovered by the Circle Office / Zonal Office of the Bank.
- v) For the purpose of calculation, the bank may use CBS / MIS Reports, Remote Monitoring Reports or any other means at its discretion.
- vi) Both penalty and liquidation damages are independent of each other and are applicable separately and concurrently.
- vii) Penalty and Liquidation Damages are not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the selected bidder to prove that the delay is attributable to the Bank and Force Majeure. The selected bidder shall submit the proof authenticated by the bidder and Bank's official that the delay is attributed to the Bank and Force Majeure along with the bills requesting payment.

If the successful bidder fails to fulfil its obligations under this arrangement, the Bank shall have the right to terminate the contract and take other punitive measures including revoking of PBG after giving a notice period of 30 days to take remedial actions.

14. Documentation and Deliverables

- a) All the required manuals for users, implementation team, and system administrators should be prepared and made available to the Bank to its satisfaction.
- b) All Software programs, Program documentation, System documentation, Test data and testing methodologies along with all other information and documents shall be the exclusive property of the bank.
- c) All proprietary documents, software documentation, programs partially or wholly completed, or materials which are directly related to the project shall be delivered to the Bank or destroyed at the written instruction of the Bank.

15. PREVENTIVE MAINTENANCE CHECKS

During the warranty period as well as during the annual maintenance contract the vendor in addition to attending to calls for repairs/maintenance shall conduct the preventive maintenance checks on quarterly basis.

16. SPARE PARTS

Vendors have to maintain the availability of all spare parts of account opening kiosk and card (debit card & credit card) printing kiosk for a minimum period of five years (Warranty + AMC) in adequate quantity at Vendor's locations mapped with

the bank's each Zonal Office location. If the vendor is not able to maintain the account opening kiosk and card printing kiosk for five years, vendor shall have to replace the account opening kiosk and card printing kiosk with new one for the remaining period at his own cost.

17. Service to account opening kiosk and card printing kiosk under AMC

Vendor shall confirm that they will service the account opening kiosk and card printing kiosk and provide spares for a minimum period of four years post warranty. AMC shall be executed on the bank's approved format. Replacement of all parts of account opening kiosk and card printing kiosk shall be covered under AMC.

18. Subcontracting:

As per scope of the RFP, subcontracting is prohibited. However, if the Bidder subsequently wishes to sub-contract the scope of work, it will have to obtain specific written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same.

In case subcontracting is permitted by the Bank, the contracting vendor will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all the terms and conditions of this RFP for procurement of account opening kiosk and card (debit card & credit card) printing kiosk.

Security requirements of the contract and the Bank can obtain independent audit report for the same. In such a case, the Bidder shall provide subcontracting details to the Bank and if require, Bank may evaluate the same.

Other Conditions

1. Bank may inspect/test the equipment at vendors manufacturing facilities/ installation in order to ascertain that it conforms to stipulated specifications.
2. The rates quoted in Performa for Indicative Commercial offer should be inclusive of all taxes except GST. However, GST shall be paid to the bidder on actual basis at the rate applicable. The rate of applicable GST should be informed and charged separately in the invoice generated for supply of the product.
3. Bank will obtain online E-Way Bill wherever applicable and the Vendor will inform and assist the bank's official in obtaining the same wherever required. Road permit shall be arranged by vendor wherever applicable, bank may only give assistance by signing related documents/ forms etc.

4. Vendor will pass on the benefit of reduction in Taxes and Excise duty to the Bank from the date of reduction. Any increase in the GST/Taxes by the Government will be accordingly adjusted.
5. Vendor shall ensure that account opening kiosk and card printing kiosk units supplied to the Bank are exactly as per specifications indicated in order /vendor's quotations and they shall be fully responsible for these in case of any dispute arising at any stage.
6. Requirements of installation such as power distribution points from mains power supply, any civil works for conducting etc., suitable well ventilated space for account opening kiosk and card printing kiosk shall be assessed by vendor and these requirements have to be intimated to the concerned offices within 2 weeks of date of order. Vendor shall guide/assist the offices in finalizing such requirements as considered necessary for installation of account opening kiosk and card printing kiosk.
7. Vendor shall arrange for training/familiarization Program at Bank's training Centre/ other sites as and when required by the Bank. Vendor shall supply to HO: DBD, Zonal Office, Circle offices and site office soft copies of Manual of Instructions for operating/maintaining their equipment besides the same should be made available at the website of the Company.
8. Vendor would include in above-mentioned manual single in line and block schematic diagram of the account opening kiosk and card printing kiosk along with the detailed list of components etc.
9. Vendor would provide substitute account opening kiosk and card printing kiosk if account opening kiosk and card printing kiosk installed in the Bank's office(s) centres is to be taken to their workshop for any repairs etc.
10. Remote Monitoring Tool should be able to tell the live status of machines i.e. whether working or not and if not working the reason thereof, the last time when it was working, MIS be provided as per format decided by the bank from time to time.
11. Bank should have the access to RMMS for monitoring the functioning of kiosks in real time. Bidder will provide MIS as per the Bank's requirement and at the frequency decided by the Bank.
12. The bidder will be responsible for complying with the security policies of bank (both kiosk and server end) at no extra cost.
13. The Kiosk should be connected to the Remote Monitoring Tool provided by the Vendor.
14. However if Bank desires to shift /install the equipment to a new site, the Vendor shall be informed of the same immediately. The Vendor is required to get the machine shifted, installed, connect it with the RMMS and make it operational at the earliest but not later than one week if shifted within the state

or two weeks if shifted outside the state. The period of one / two weeks will be counted from the date of order to the Vendor /E-Way bill is obtained (wherever applicable). The Bank shall bear the charges for such shifting and the Vendor shall provide necessary arrangement to Bank in doing so. The terms of this agreement, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on the Vendor. However, vendor cannot charge for the shifting /relocations order placed before the equipment is delivered to Bank premises specified originally.

- 15.** No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.
- 16.** During the warranty and AMC period, cost of any spare part has to be borne by the bidder. No charges are payable when spares are replaced during the warranty / AMC period. The only exclusion is damage to parts due to Riots, Vandalism, Theft attempt, Natural Calamity and fire. Even in these circumstances the Vendor will make the machine functional within one day, without waiting for the approval from the bank. The bank will make the payment of the damaged parts immediately on receipt of the invoice/ bill from the vendor. The cost of the spares on chargeable basis will be negotiated with the successful bidder.
- 17.** AMC period shall cover free supply and replacement of spares, components, devices as well as labor except consumable items (like ribbons) required to repair / replace a malfunctioning of endpoint caused due to any reason (including man handling, short circuit, voltage fluctuation, electrical malfunctioning, etc) and restore it to good operating condition without any additional cost to the Bank. AMC period includes software support (and software reload) only to the extent required to repair failed or malfunctioning hardware. Further, it covers, inter-alia, free provision of spares, parts, kits, software, devices, drivers, as and when necessary to ensure that endpoint function in a trouble-free manner. Vendor shall correct any faults and failures caused due to any reason, in the equipment and shall repair and replace worn out defective parts of the endpoint as and when requested by the Bank. Unserviceable spares, components, devices of the endpoint caused due to any reason should be replaced free of cost by endpoint provider within the aforesaid response/resolution time (if it affects/impacts the operation of the endpoint) and within two working days (if it does not impact the operation of Endpoint).
- 18.** Vendor will install the machine only if there is proper earthing and kiosks are connected with UPS. In the quarterly preventive maintenance, vendors' engineer is also required to look into these issues and report the same in the quarterly maintenance report. If the bank failed to get the fault rectified even after the same is mentioned in the report, bank will bear the cost of damage to the machine.

19. Printing on card, including the artwork, should last for a minimum period of 5 years. Guarantee to this effect to be provided. The Bank reserves the right to impose penalty for non-adherence.

Date: _____

Place: _____

Signature of Authorised
Signatory

Name of Signatory:

Designation:

Seal of Company:

Punjab National Bank

Annexure-II**UNDERTAKING FROM THE BIDDER****The Deputy General Manager**

Digital Banking Division
Punjab National Bank,
Corporate Office,
Plot No. 4, Sector 10, Dwarka,
New Delhi-110075
Sir,

Ref: Our bid for supply, installation and maintenance of following Account Opening Kiosk and Card Printing Kiosk

We submit our Bid Document herewith

We understand that

- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
- You may accept or entrust the entire work to one vendor or divide the work to more than one vendor without assigning any reason or giving any explanation whatsoever.

Date: _____

Place: _____

Yours faithfully

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

Annexure-III**Compliance to Eligibility Criteria for account opening kiosk and card printing kiosk**

Eligibility Criteria	Documents Required	Details of Documents Submitted
<p>1. The bidder should be Original Equipment Manufacturer (OEM) for the Account opening kiosk and card printing kiosk for which bidder is submitting its bid or Solution Provider, Indian Authorized Representative (IAR) / Agent / System Integrator (SI) on behalf of the Principal / Original Equipment Manufacturer (OEM) / Solution Provider.</p> <p>In case of authorized representative, a letter of authorization to this effect from OEM must be furnished.</p>	<p>In case of authorized representative, MAF from OEM as per Annexure-IXa in their letter Head needs to be provided. In case the bidder is itself the OEM, undertaking as per Annexure-IXb on their company's letter head should be provided.</p>	
<p>2. The bidder/OEM should have national presence and should be engaged in Account opening kiosk and card printing kiosk business for last two years.</p>	<p>Satisfactory Performance Certificate as per Annexure VI</p>	
<p>3. The Bidder/OEM should have supplied account opening kiosk & card printing kiosk in at least 1 BFSI during last three years. The certificate to this effect from the Institution should be furnished along with Technical bid. (Do specify minimum no. Of kiosks supplied and installed)</p>	<p>Satisfactory Performance Certificate from the Clients strictly as per Annexure-VI. Kindly note that Purchase Orders will not be accepted.</p>	
<p>4. The bidder should have average annual turnover of Rs. 5 crores during the two financial years i.e. 2016-17 and 2017-18. This must be individual company turnover and not of any group of companies. Certified copy of audited Balance sheet must be submitted along with Technical bid.</p>	<p>Audited balance sheet and Profit and Loss Statement along with certificate from CA as per annexure XIV</p>	
<p>5. The bidder should have Net Profit during the two financial years i.e. 2016-17 and 2017-18. This must be individual company profit and not of any group of companies. Certified copy of audited Balance sheet must be submitted along with Technical bid.</p>	<p>Certificate from CA stating that during financial year firm is in net profit.</p>	

6. The bidder should be able to provide efficient and effective support at all locations where the equipment have been supplied & installed under this bid, so as to meet 24X7 hrs service supports within maximum T+1 response time. A commitment to this effect should be furnished, duly signed by the Authorized Signatory.	Certificate duly signed by Authorized Signatory is required	
7. Bidder has to provide dedicated SPOC along with All India toll free/ contact number for lodging the complaints and submit the escalation matrix chart.	Undertaking from bidder as per Annexure XIV	
8. Bidder has to give unconditional undertaking for providing service support / component parts / assembly/ software used in account opening kiosk and card printing kiosk for minimum five years from the date of installation of these kiosks.	Undertaking from bidder as per Annexure XIV	
9. Bidders, who have not satisfactorily completed any of the earlier contracts with the Bank and/or who have been debarred by the Bank or any other Bank/PSU/Government agency or agencies/BFSI during last three accounting years from participating in future tenders, will not be eligible for this tender. Bidder to submit an undertaking in this regard.	Undertaking from bidder as per Annexure VII	

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.

Date: _____

Place: _____

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

Punjab National Bank

Annexure-IV

Bidders Information

Please provide following information about the Company (Attach separate sheet if required):

S. No.	Information	Particulars / Response		
1.	Company Name			
2.	Date of Incorporation			
3.	Company Head Office Address			
4.	Registered office address			
5.	TIN/TAN No.			
6.	GST No			
7.	Authorized Signatory's Name: Designation: Phone Mobile No. E-mail:			
8.	Whether MSME (quote registration no. and date of registration, copy to be attached)			
9.	Whether bidder eligible for preference to domestically manufactured electronic products (DMEP) in government procurement vide notification dated 23.12.13 and guideline dated 16.11.15 as amended from time to time and updated in ministries web site – www.deity.gov.in/esdm/pmn as applicable to the bank.			
10.	Bank Account Detail: Account Number, Account Name, IFSC, Bank Name			
11.	Specimen Full signature and Initials of Authorized Signatory			
12.	Contact persons address, telephone number, mobile number, Fax Number, E-Mail ID. (give at least 2 contact persons details other than authorized signatory)			
13.	Please mention turnover for mentioned financial years and include the copies of Audited Balance Sheet in support of it.	Year	Turnover Rs.(in Cr)	Profit/Loss Rs. (in Cr)
		2016-17		
		2017-18		

SIGNATURE OF BIDDER WITH SEAL
NAME OF THE AUTHORISED SIGNATORY

Annexure V

COMPLIANCE STATEMENT

DECLARATION

Please note that any deviations mentioned in the bid will not be considered and evaluated by the Bank. Bank reserve the right to reject the bid, if bid 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: _____

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

ANNEXURE – VI

PERFORMANCE CERTIFICATE
To be provided on letter head of the issuing company

The Asstt. General Manager
HO Digital Banking Division
Punjab National Bank Sector-10,
Dwarka, New Delhi 110075

Sir,

Reg.: RFP for Procurement For Supply, Installation, Commissioning & Maintenance
Of Account Opening Kiosk And Debit & Credit Card Printing Kiosk

This is to certify that M/s _____ has provided _____ (Name of the Solution) which is used for instant account opening and instant debit card & credit card issuance & printing , originally developed _____ (OEM name) to our organization since _____. The services provided by the M/s _____ are satisfactory. The certificate has been issued on the specific request of the company.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

ANNEXURE – VII**UNDERTAKING FOR NON- BLACKLISTED****To be provided on letter head of the Bidder's Company**

The Asstt. General Manager
HO Digital Banking Division
Punjab National Bank
Sector-10, Dwarka, New Delhi 110075

Sir,

Reg.: RFP for Procurement For Supply, Installation, Commissioning & Maintenance
Of Account Opening Kiosk And Debit & Credit Card Printing Kiosk

We M/s _____, a company incorporated under the
companies act, 1956 with its headquarters at,
_____ do hereby
confirm that we have not been blacklisted/ debarred by the Government /
Government agency / Banks / Financial Institutions in India during last 3 years. This
declaration is been submitted and limited to, in response to the tender reference
mentioned in this document.

Thanking You,

Yours faithfully,

Date: _____

Place: _____

Signature of Authorized

Signatory Name of Signatory:

Designation:

Seal of Company

Annexure-VIII**Turnover Certificate**

This is to certify that M/s _____, a company incorporated under the companies act, 1956 with its headquarters at, _____ is having more than Rs.5 Crore turnover per year for the last two years and is having positive net worth in the financial year i.e. 2017-18.

The last three year Turnover and net worth status are as under:

S.No.	Year	Turnover (in Cr)	Profit/Loss (in Cr)	Net Worth
1.	01.04.2016-31.03.2017			
2.	01.04.2017-31.03.2018			

Dated at ___day of _____ 2018.

Signature of CA

Name of CA:

Designation:

Seal of Company

ANNEXURE-IXa**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 Asstt. General Manager
HO Digital Banking Division
Punjab National Bank
Sector-10, Dwarka, New Delhi 110075

Sir

**Reg.: RFP for Procurement For Supply, Installation, Commissioning & Maintenance
Of Account Opening Kiosk And Debit & Credit Card Printing Kiosk**

We hereby submit the following:-

1. We, M/s _____ are the OEM of _____ (Name of the product/Solution/Hardware), being offered to Punjab National Bank through M/s _____ (Bidder's Name), who is our authorized Partner/representative in India for supply of this Product/Solution/Hardware.
2. We agree to provide services as per the scope of work and technical specifications of this RFP through our partner M/s _____.
3. In case the bidder i.e. M/s _____ is not able to perform obligations as per contract during contract period, we will perform the said obligations.
4. We undertake to continue to extend services as per given scope of work of RFP during contract period through mutually agreed third party/any other authorized Partner of ours in case:-

a) Bidder M/s _____, ceases to exist from the ICT Industry

OR

b) Bidder M/s _____ stops services or support to the Bank

OR

c) There is dispute between bidder M/s _____, and us.

OR

d) Bidder M/s _____, terminates contract due any reasons with
us.

Date:

Place:

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

ANNEXURE-IXb**UNDERTAKING FOR BEING the OEM of the OFFERED SOLUTION**

To
The Asstt. General Manager
HO Digital Banking Division
Punjab National Bank
Sector-10, Dwarka, New Delhi 110075

Sir

**Reg.: RFP for Procurement For Supply, Installation, Commissioning & Maintenance
Of Account Opening Kiosk And Debit & Credit Card Printing Kiosk**

We hereby submit the following:-

1. We, M/s _____ are the OEM of _____ (Name of the Solution),
being offered to Punjab National Bank.

Date:

Place:

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

Annexure X

Technical specifications for account opening kiosk and debit card & credit card printing kiosk

Configuration detail	Description	Compliance (Yes/No)
Hardware Requirements		
1.Account Opening Kiosk	<ul style="list-style-type: none"> ✓ Sleek 1.6mm CRCA with PU High Gloss Finish. ✓ Mounting for minimum size 17inches Touch Screen Monitor. ✓ Space for CPU. ✓ Locks ✓ Power Sockets ✓ Lockable Castors ✓ Branding ✓ Biometric/ Documents scanner/A4 Size Printer/ Camera/Speakers ✓ Cooling Fan ✓ Vandal Proof Keyboard & Track Ball - Key Specifications : <ul style="list-style-type: none"> • 65-Key Die Casted Aluminum Alloy Metal PC Keyboard with Trackball • Fine highly precise metal aluminum alloy keyboard • Dust free, waterproof and anti-vandalism • Laser engraved lettering with high resolution and abrasive resistance ✓ Digital Signature pad with proper certification 	
2. Operating System	<ul style="list-style-type: none"> ✓ Android OS 8.0 or above ✓ Operating system to be Android with latest version of RAM ✓ M.2 slot with flexible support for a 42, 60, or 80 mm SATA or PCIe* SSD ✓ Intel® Dual Band Wireless-AC and Bluetooth 4.0 ✓ Kensington lock support ✓ Back panel DC power connector (12V - 19V) ✓ One Mini Display Port* version 1.2 supporting 8 channel digital audio (7.1 surround sound) ✓ Intel® Gigabit LAN ✓ 2x USB 3.0 ports on the back panel ✓ Mini HDMI* port supporting HDMI 1.4a and 7.1 surround sound ✓ Support for user-replaceable third-party lids ✓ 2x USB 3.0 ports on the front panel (including one charging port) 	
3. Touch		

Screen Monitor	<p>LCD Panel Parameters</p> <ul style="list-style-type: none"> ✓ Case/Bezel Color Black Or White ✓ Display Ratio 16:9 ✓ Backlight Type LED ✓ Active Display Area 476.64mm(H) × 268.11mm(V) ✓ Native Resolution 1920 x 1080 ✓ Colors 16.7M <p>Touch Screen Parameters</p> <p>Touch Technology Projected Capacitive Touch (P-Cap)</p> <p>Touch Resolution 4096x4096, plus 256 levels corresponding to touch pressure</p>	
4. Document Scanner	<p>Mega pixel HD CMOS active pixels digital Image sensor Support Resolution - UXGA/SXGA/XGA/SVGA/VGA/QVGA</p> <ul style="list-style-type: none"> □ Capable to capture A4 size. □ File Formats - PEG, BMP, PNG,TIF, J2K, JP2, JPC, RAS, TGA 	
5. Biometric Scanner Optical Fingerprint Sensor	<ul style="list-style-type: none"> • Only UIDAI certified Biometric devices to be used for biometric authentication. • Fingerprint Sensor Optical (scratch free sensor surface) • Resolution 500 DPI / 256 gray • Sensing Area 16 x 18 mm • Standards ANSI-378, ISO19794-2 • Supports Encryption algorithms AES256, RSA2048 • Supports HAS Hing algorithms MD5, SHA256 • Physical Unique Device ID • Interface USB 2.0 High speed/Full speed, Plug & Play • CE, FCC, RoHS, IEC60950 Certified 	
6. Card Printing Kiosk	<ul style="list-style-type: none"> • For printing of FULL EMV compliant chip based debit card and Credit Card on real time basis through kiosk. • Debit card and Credit Card printing kiosk should be able to convert EMBOSSA file to CARD PERSO and support printing of more than one 	

	<p>variant of card across various schemes- VISA, MASTER, RUPAY etc.</p> <ul style="list-style-type: none"> • It should be able to process the inputs (EMBOSSA FILE) from both Debit Card Management System (DCMS) and Credit Card Management System (CCMS) systems of the bank. • Bidder should provide the card plastic (including all existing variants and upcoming variants in future) for printing of cards. • Bidder should be certified for card personalization from card network providers like RuPay, Visa, MasterCard etc. • The card issue process should be complete instantaneously i.e. near to real time basis. • Instant card issuance should be able to issue personalized card for new customers and existing customer as well. • Instant card issuance kiosk should have the capability to print contact less cards, image card and any other regulatory compliant variant. • Instant card issuance kiosk must support all personalization features in a SINGLE PASS process as mentioned below: <ul style="list-style-type: none"> a) 300 dpi thermal printing for photo only on the front side of the card b) Instant card issuance and printing kiosk should have the capability of Embossing and Indenting. c) CVV2 / CVD2 must be indented on the rear side of the card d) Magstripe and smart card (EMV cards) encoding as per VISA, MasterCard and RuPay specifications e) Support contact and contactless/Dual Interface EMV card personalization. f) Instant Issuance kiosk should have at least 6 hoppers with minimum capacity to hold 100 cards per hopper. • The entire dataflow should be secured and encrypted as per Bank's requirements / EMV compliance, PCI- DSS Compliance requirements at different stages. <p>Major components / functionalities required in the card printing kiosk are:</p> <ul style="list-style-type: none"> - CPU with Touch Screen, Financial Card Printer - Pinhole camera and DVR - OS– Windows 7 or above - 100 card stacker (Minimum) 	
Software Requirements		

Account Opening Kiosk	<ul style="list-style-type: none">• The existing android based application software/s shall be implemented on proposed kiosk.• Kiosk should be compatible with the Bank's existing backend systems / servers / other technology platforms and processes.• The selected bidder would customize the kiosk as per the requirement of the bank.										
Card Printing Kiosk	<ul style="list-style-type: none">• The Card personalization Software must support following use cases:<ul style="list-style-type: none">- New card issuance- Re-issuance (Lost/Stolen)• Card Printer should be able to convert EMBOSSA file to CARD PERSO and print the EMV chip base card.• Card printer should have the capability to print personalized cards with more than one variant.• Card personalization Software must support inventory management function for cards <table border="1"><tr><td>Security Requirements:</td></tr><tr><td>Use of strong cryptography and security protocols such as secure sockets layer (SSL) / transport layer security (TLS 1.2).</td></tr><tr><td>Sensitive data in messages must be encrypted with a session key, additionally encryption of traffic messages between the card printer and card personalization software must be accomplished at the network level using 3DES session keys</td></tr><tr><td>Data encryption to and from the printer using industry security algorithms like 3DES and/or AES</td></tr><tr><td>The Card personalization Software must allow connections of card printers only from a specific IP address and/or MAC address directly to the Card personalization Software server.</td></tr><tr><td>The Card personalization Software must support all sensitive data (cardholder data) is securely protected within the database utilizing AES/3DES encryption.</td></tr></table> <table border="1"><tr><td>Notifications / Alerts Requirements:</td></tr><tr><td>Card personalization Software must send an alert when the card stock level is low</td></tr><tr><td>Card personalization Software must send an alert to notify when the consumable in the printer reaches a pre-defined limit.</td></tr></table>	Security Requirements:	Use of strong cryptography and security protocols such as secure sockets layer (SSL) / transport layer security (TLS 1.2).	Sensitive data in messages must be encrypted with a session key, additionally encryption of traffic messages between the card printer and card personalization software must be accomplished at the network level using 3DES session keys	Data encryption to and from the printer using industry security algorithms like 3DES and/or AES	The Card personalization Software must allow connections of card printers only from a specific IP address and/or MAC address directly to the Card personalization Software server.	The Card personalization Software must support all sensitive data (cardholder data) is securely protected within the database utilizing AES/3DES encryption.	Notifications / Alerts Requirements:	Card personalization Software must send an alert when the card stock level is low	Card personalization Software must send an alert to notify when the consumable in the printer reaches a pre-defined limit.	
Security Requirements:											
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Data encryption to and from the printer using industry security algorithms like 3DES and/or AES											
The Card personalization Software must allow connections of card printers only from a specific IP address and/or MAC address directly to the Card personalization Software server.											
The Card personalization Software must support all sensitive data (cardholder data) is securely protected within the database utilizing AES/3DES encryption.											
Notifications / Alerts Requirements:											
Card personalization Software must send an alert when the card stock level is low											
Card personalization Software must send an alert to notify when the consumable in the printer reaches a pre-defined limit.											

The configuration as per the technical and other specifications of the account opening and card printing kiosk must be functional and installed from the day one of the Kiosk

operationalisation. Bank will require complete Proof of Concept (POC) of the complete functionality before placement of order begins.

We undertake to supply the account opening kiosk and card printing kiosk conforming to above specifications.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

Punjab National Bank

Annexure XI

COMMERCIAL OFFER OF ACCOUNT OPENING KIOSK AND CARD PRINTING KIOSK

Amount in Rs

Table A. Account opening kiosks (including warranty)

Sl. No.	Items Description	Unit Rate (INR)* (A)	Quantity (B)	Total Price (INR) (C=A X B)
1.	Account Opening Kiosk		26	
2.	Cost of installation of the kiosk and its complete operationalization		26	
	Total Cost (1+2)			

*cost should be inclusive of 3 years warranty

Table B. Instant Card Issuance (including warranty)

B1. One-Time Cost

Sl. No.	Items Description	Unit Rate (INR) (A)	Quantity (B)	Total Price (INR) (C=A X B)
1	Debit & Credit Card Printing Kiosk (including application software)		26	
2.	Cost of installation of the kiosk and its complete operationalization		26	
3.	Card Personalization Instant Issuance Software		1	
4.	Integration with bank's systems		1	
	Total Cost (1+2+3+4)			

B2. Recurring Time Cost

Sl. No.	Items Description	Unit Rate (INR) (A)	Quantity (B)	Total Price (INR) (C=A X B)
1	Cost of Card Plastic (including all existing variant and upcoming variants)		10000	
	Total Cost			

Sl. No.	Total Cost	Total Price (INR)
1.	B1 + B2	

Table C. ATS/AMS (Post Warranty Period)

S. No.	Items Description	Unit Rate (a) (INR)	AMC/ATS for 2 Years (b)	Quantity (c)	Total Price (INR) (d=a x b X c)
1.	AMC of an Account Opening Kiosk		2	26	

2.	AMC of a Debit & Credit Card Printing Kiosk		2	26	
3.	Card Personalization Instant Issuance Software		2	1	
	Total Cost				

Table D. Grand Total

Sl. No.	Items Description	Total Price (INR)
1	Table A. Account opening kiosk	
2	Table B. Card Printing Kiosk	
3	Table C. ATS/AMC cost	
4	Grand Total (A+B+C)	

1. The rates quoted in commercial bid should be inclusive of all taxes except GST. However, GST shall be paid to the bidder on actual basis at the rate applicable. The rate of applicable GST should be informed and charged separately in the invoice generated for supply of the product.
2. Any column left blank by the bidder will result in disqualification of the bid.
3. Price of hardware & software quoted should be inclusive of 3 years warranty.
4. AMC/ATS will be applicable after expiry of warranty period of three years.
5. In addition to the initial Order placed, Bank may place subsequent orders, for any item if required, at any time during the contract period of 5 years, at the rate finalized after Reverse Auction.
6. L1 cost will be decided as per total of Table D, after Reverse Auction is conducted
7. Bank is not bound to place any minimum order. The quantity will also be as per requirement.
8. The multiplication factor as mentioned in above table (Table A) is only indicative and for the purpose of deriving the Total Cost for determining the L1 bidder. The actual quantity of any item ordered may vary according to the requirement of the Bank. In addition to the initial Order placed, Bank may place subsequent orders for any item, if required, at any time during the contract period of 5 years, at the unit rate finalized after Reverse Auction.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company:

Annexure-XII

Performa for the Bank Guarantee for Earnest Money Deposit

(To be stamped in accordance with stamp act)

Ref: Bank Guarantee # Date

Punjab National Bank

Digital Banking Division

Sector-10, Dwarka, New Delhi 110075

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 **Procurement For Supply, Installation, Commissioning & Maintenance Of Account Opening Kiosk And Debit & Credit Card Printing Kiosk Tool** An irrevocable Bank Guarantee (issued by a nationalized / scheduled commercial Bank) against Earnest Money Deposit amounting to Rs. _____ Rupees (in words _____) valid up to _____ is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the bid document.

M/s _____ having its registered office at _____ has undertaken in pursuance of their offer to Punjab National bank (hereinafter called as the beneficiary) dated _____ has expressed its intention to participate in the said bid and in terms thereof has approached us and requested us _____ (Name of Bank) _____ (Address of Bank) to issue an irrevocable financial Bank Guarantee against Earnest Money Deposit (EMD) amounting to Rs /- Rupees (in words _____) valid up to _____.

We, the _____ (Name of Bank) _____ (Address of Bank) having our Head office at _____ therefore Guarantee and undertake to pay immediately on first written demand by Punjab National Bank, the amount Rs. _____ Rupees (in words _____) without any reservation, protest, demur and recourse in case the bidder fails to Comply with any condition of the bid or any violation against the terms of the bid, Without the beneficiary needing to prove or demonstrate reasons for its such demand. Any Such demand made by said

beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

This guarantee shall be irrevocable and shall remain valid up to . If any further extension of this Guarantee is required, the same shall be extended to such required period on receiving instructions in writing, from _____, on whose behalf guarantee is issued.

"Notwithstanding anything contained herein above

Our liability under this bank guarantee shall not exceed Rs _____ Rupees (in words_____).

This bank guarantee shall be valid up to. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand, on or before hours (Indian Standard Time) where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us."

In witness whereof the Bank, through its authorized officer has set its hand stamped on this

_____ Day of _____ 2018 at _____

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

ANNEXURE - XIII**PERFORMA FOR INTEGRITY PACT**

To,
 Asstt. General Manager,
 Digital Banking Division
 Punjab National Bank,

 New Delhi

Subject: Submission of Tender for the work.....

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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

INTEGRITY AGREEMENT

This Integrity Agreement is made at on thisday of..... 2019.

BETWEEN

Punjab National Bank is a Bank constituted under The Banking Companies (Acquisition & Transfer of Under-takings) Act 1970, having its Head Office at Sector 10, Dwarka, New Delhi-110075 and inter-alia a Branch Office/ Circle Office at

_____ (Hereinafter referred as the Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and assigns)

AND

..... (Name and Address of the Individual/firm/Company) Through.....
 Details of duly authorized signatory) (Hereinafter referred to as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context here of include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender for (.....Name of Work.....) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for
hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s). AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

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

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

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

(c) The Principal/Owner shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If any information comes to the notice of the Principal/owner on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and forthwith report the Principal/Owner about all suspected fraudulent act or corruption or Coercion or Collusion of any person connected with the tender process which it has knowledge or becomes aware any time, during the tendering process and throughout the negotiation or award of a contract.

2) The Bidder/Contractor commits himself/itself to take all measures necessary to prevent corruption. He/it commits himself/itself to observe the following principles during his/its participation in the Tender process and during execution of the Contract:

a) The Bidder/Contractor shall not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

b) The Bidder/Contractor shall not enter with other Bidder(s) 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 cartelize in the bidding process.

c) The Bidder/Contractor will not commit any offence under the relevant IPC/PC Act. Further the Bidder/Contract will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted Electronically.

4. The Bidder/Contractor of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder/Contractor of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

5. The Bidder/Contractor will, when presenting his/its bid, disclose any and all payments he/it has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

4.3. The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4.4. The Bidder/Contractor will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment to the interests of Principal/Owner.

4.5. The Bidder/Contractor will not, directly or through any other person or firm use Coercive Practices against principal/owner and/or other bidder(s)/contractor(s). Coercie practices mean the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process.

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder/Contractor, either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner at its discretion, is entitled to disqualify the Bidder/Contractor from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes after giving 14 days notice to the contractor. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) Criminal Liability: If any act/omission or conduct of a Bidder or contractor conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC/PC Act brought to the notice of the Principal/Owner, or if the Principal/ Owner has substantive suspicion in this regard, the Principal/Owner shall be at liberty to inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- (i) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- (ii) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or the contract, if already awarded, can be terminated for such reason. Principal/owner will be entitled to exclude the contractor from future tender/contract award processes for a period not exceeding three years.
- (iii) Without prejudice to any other legal rights or remedies available to the principal under the relevant clauses of the tender document.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.

- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed

Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/ Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/ determined by the Competent Authority, Punjab National Bank.

Article 7-Independent External Monitor (IEM)

1. The Principal/Owner has appointed competent and credible Independent External Monitor(s) (IEM) for this Pact in consultation with the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to MD& CEO, Punjab National Bank.

3. The Bidder/Contractor accepts that the IEM has the right to access, without restriction, to all Project documentation of the Principal/Owner including that provided by the Contractor. The Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his or any of his Sub-Contractor's project documentation. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

4. In case of tenders having estimated value exceeding Rs 60 lakhs, the Principal/Owner will provide to the IEM sufficient information about all the meetings among the parties related to the Project and shall keep the IEM apprised of all the developments in the Tender Process.

5. As soon as the IEM notices, or believes to notice, a violation of this Pact, he will so inform the Management of the Principal/Owner and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. However, beyond this, the IEM has no right to demand from the parties that they act in a specific manner, and/or refrain from action or tolerate action.

- 6) The IEM shall submit a written report to the MD & CEO, of the Principal/Owner within 6 to 8 weeks from the date of reference or intimation to him by the Principal/Owner and, should the occasion arise, submit proposals for correcting problematic situations.

(vii) The word "IEM" would include both singular and plural.

(viii) IEMs will not use or pass on any information or document provided to it regarding plans, technical proposals and business details for the purpose of competition or personal gains etc.

Article 8- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is place where office of the Principal/Owner, who has floated the Tender, is located.
2. Changes and supplements need to be made in writing.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 9- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard any of the provisions covered under this Integrity Pact. IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

..... (For and on behalf of Principal/Owner)
 (For and on behalf of Bidder/Contractor)

WITNESSES:

1. (Signature, name and address)
2. (Signature, name and address)

Place:

Dated:

Annexure XIV**Undertaking for support and maintenance****The Deputy General Manager**

Digital Banking Division
Punjab National Bank,
Corporate Office, Plot No. 4, Sector 10, Dwarka,
New Delhi-110075

We hereby undertake and confirm that:-

- i) We will provide dedicated SPOC along with All India toll free/ contact number for lodging the complaints and submit the escalation matrix chart.
- ii) We will be providing service support / component parts / assembly/ software used in account opening kiosk and card printing kiosk for minimum six years from the date of installation of account opening kiosk and card printing kiosk unconditionally.
- iii) We will provide all the required support for all identified locations of the bank for installing account opening kiosk and debit card & credit card printing kiosk.

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

Annexure-XV**UNDERTAKING OF THE AUTHENTICITY**

The Deputy General Manager

Digital Banking Division
Punjab National Bank,
Corporate Office,
Plot No. 4, Sector 10, Dwarka,
New Delhi-110075

Sir,

Sub: Undertaking of Authenticity for Account Opening Kiosk And Card Printing Kiosk

Ref: Our bid for supply, installation and maintenance of following account opening kiosk and card printing kiosk in response to your tender notice:

With reference to the Account opening kiosk and card printing kiosk being quoted by us vide your tender cited above.

We hereby undertake that all the components / parts / assembly used in the Account opening kiosk and card printing kiosk 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. Further the software system used will be authorized licensed.

In case of default / unable to comply with above at the time of delivery or during installation, for the IT Hardware including Account opening kiosk and card printing kiosk already billed, we agree to take back the supplied items without demur, if already supplied and return the money if any paid to us by you in this regard. We also take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our authorized Service Centre / Reseller / SI etc.

We hereby further undertake to supply only new components and no refurbished or recycled components will be supplied.

Date: _____

Place: _____

Yours faithfully,

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company:

ANNEXURE-XVI

The queries should be submitted in the below mentioned format by prospective bidders only preferably in excel sheet:

S. No.	Page No./ Point No	RFP Clause	Suggestion/Concern	Justification
1				
2				
3				
4				
5				

Queries should be mailed to following e-mail Ids as per scheduled date:
Raghav.chawla@pnb.co.in, tarun@pnb.co.in and dbd@pnb.co.in.

Yours faithfully,

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

ANNEXURE-XVII

Checklist

Sl. No.	Particulars	Submitted (Yes/No)	Page No
1	Proof of RFP Cost		
2	Proof of EMD		
3	Terms and Conditions (Annexure I)		
4	Undertaking By The Bidder (Annexure-II)		
5	Compliance To Eligibility Criteria (Annexure III)		
6	Bidders Information (Annexure-IV)		
7	Compliance Statement (Annexure-V)		
8	Performance Certificate (Annexure – VI)		
9	Undertaking For Non- Blacklisted (Annexure – VII)		
10	Turnover Certificate by CA(Annexure-VIII)		
11	Manufacturer's Authorization Form (MAF) (Annexure-IXa)		
12	Undertaking for being the OEM of the offered Solution (Annexure-IXb)		
13	Technical Specifications of the Solution (Annexure – X)		
14	Certificate of Incorporation		
15	Complete Bill of Material (BOM) (Both hardware & Software)		
16	Audited Balance Sheets & Profit & Loss Statements		
17	Integrity Pact (Annexure – XIII)		
18	Undertaking for support and maintenance (Annexure-XIV)		
19	Undertaking of the Authenticity (Annexure-XV)		
20	Proforma for Pre Bid Queries (Annexure –XVI)		
21	Power of Attorney and Copy of Board Resolution		
22	Signed Copy of RFP		
23	Signed Copy of Corrigendum , if any		