

**Punjab National Bank**



REQUEST FOR PROPOSAL (RFP)  
FOR  
“End-to-End Solution”  
For  
Merchant Acquiring Business through  
Supply, installation, maintenance and management  
of  
Point of Sales (POS) terminals  
at  
Various merchant establishments  
On Monthly Rental (OPEX Model)  
As well as  
CAPEX Model with Monthly Charges for Back-end Services

**Credit Card Division**  
**Corporate Office,**  
Plot No. 4, Sector 10, Dwarka,  
New Delhi - 110 075  
Tel: (011)-28044346

**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.

**DEFINITIONS:**

1. **'BANK'** unless excluded by and repugnant in context or the meaning thereof, shall mean "Punjab National Bank", (including domestic branches and foreign offices), its subsidiaries, sponsored Regional Rural Banks (RRBs) and entities under amalgamation or may amalgamate in future as per GOI, which has invited bids under this Request for Proposal (RFP) and shall be deemed to include its successor and assigns.
2. **'RFP'** means Request for Proposal for End to End solution for Selection of Bidders to Set up, Manage and Operate Merchant Acquiring Business through POS terminals on Monthly Rental (Opex Model) as well as Capex Model with monthly charges for Back-end services.
3. **'Bidder'** means a Bidder submitting the proposal in response of RFP.
4. **'Contract'** means the RFP signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.
5. **'Solution'** means Set up, Manage and Operate Merchant Acquiring Business through POS terminals as per this RFP.
6. **'Proposal'** means that Technical proposal and Commercial Proposal as per the formats prescribed in the RFP.

**Abbreviations used in this Document:**

1	RFP	Request for Proposal (Inter alia the term "Tender or Bid")
2	EMD	Earnest Money Deposit
3	EDC	Electronic Data Capture
4	PoS	Point of Sale
5	PSTN	Public Switched Telephone Network
6	GPRS	General packet radio service
7	NCMC	National Common Mobility Card
8	Bidder	Who download this tender document and submit response to it
9	Successful Bidder/ L1 Bidder	Means the Bidder who is found to be the lowest bidder, subject to compliance of all the Terms and Conditions of the RFP, etc
10	Service Provider	Means respondent to the RFP document also abbreviated as "Bidder"
11	NEFT	National Electronic Funds Transfer
12	RTGS	Real Time Gross settlement
13	ECS	Electronic Clearing System
14	RUPAY	National Payments Corporation of India
15	AMEX	American Express
16	EMV	Euro pay, MasterCard and Visa,
17	TLE	Terminal Line Encryption
18	UKPT	Unique Key per Transaction
19	DUKPT	Derived Unique Key Per Transaction
20	PCI-DSS	Payment Card Industry Data Security Standard
21	PA-DSS	Payment Application-Data Security Standard
22	DCC	Dynamic Currency Conversion
23	DRS	Disaster Recovery Site
24	BCP	Business Continuity Plan
25	OEM	Original Equipment Manufacturer
26	BIN	Bank Identification Number
27	BG	Bank Guarantee
28	MIP/VAP/NFS	Master Interface point/VISA Access Point/National Financial Switch
29	JCB-CUPI	Japan Credit Bureau/China Union Pay International
30	BQR Code	QR Code
31	AEPS	Aadhar enabled Payment System
32	NFC	Near Field Communication(Wave and Pay)
33	EAS	Extended Access Services
34	MMS	Merchant Management Software

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RFP/Tender for providing “End-to-End Solution” for merchant acquiring business through supply, installation, maintenance and management of Point of Sale (POS) terminals at various merchant establishments on monthly rental (Opex Model) as well as for Capex Model with monthly charges for back-end services.		
1.	Date of commencement of Bidding Process.	17.12.2019
2.	Last date and time for sale of Bidding Documents	14.01.2020 Friday upto 1600 Hrs
3.	Last date and time for accepting clarification/queries from Bidders	24.12.2019 Tuesday up to 14.00 hrs
4.	Pre-Bid Meeting for Bidders only	30.12.2019 Monday at 15.00 hrs
5.	Last date and time for Online bid Submission (Both Technical & Commercial) (Hash submission)	14.01.2020 Tuesday up to 16.00 hrs
6.	Last date and time for Bid Re-Encryption	From 14.01.2020 Tuesday 17.00 hrs up to 15.01.2020 Wednesday 14.00 hrs.
7.	Last date and time for Physical Bid Submission along with supporting documents	From 15.01.2020 Wednesday 10.00 hrs. up to 16.01.2020 Thursday up to 17.00 hrs
8.	Date & Time of Opening of Technical Bids	To be informed separately
9.	Place of Submission and Opening of Physical Bids	Punjab National Bank, Credit Card Division, Corporate Office, Plot No. 4, Sector 10, Dwarka, New Delhi - 110 075
10.	Address for communication	As above Tel: (011)-28044736/ 28044541 <b>28075000-EXT:3015,3141</b> <b>E-mail id- posmerchantpnb@pnb.co.in</b>
11.	Cost of RFP (Non-Refundable)**	INR 25000/- (INR Twenty-fivethousand only) to be submitted online only (Net banking/NEFT) 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 : <b>0153002100566267</b> (16 digits) Imprest account: HO Credit Card Venture Division  <i>(The RTGS/NEFT acknowledgment Receipt should be submitted in a separate sealed envelope super scribed as “Cost of RFP” at the time of Physical Bid Submission.</i>
12.	Earnest Money Deposit (EMD)**	<b>INR 25.00 Lakhs (INR Twenty-five lakhs only)</b> should be submitted online (Net banking/NEFT/RTGS) only before last date of bid submission or in form of Bank Guarantee (BG) in favour of Punjab National Bank, HO: Credit Card Division payable at New Delhi. BG should be valid for a minimum period of six months with a claim period of 3 months.

		<p>IFSC Code : PUNB0015300  Bank &amp;Branch : Punjab National Bank,  SansadMarg, New Delhi -110 001  Account No :<b>0153002100566267</b> (16 digits)  ImprestAccount: HO Credit Card Division.</p> <p><i>In case of unsuccessful bidder, EMD will be returned after completion of the bid process (without interest).  EMD Receipt should be enclosed in a separate envelope and must be submitted with the Bid at the time of Physical Bid submission. Bids that are not accompanied with the EMD in a separate envelope super scribed as "EMD" will not be considered.</i></p>
13.	Contact to Bidders	<p>Interested Bidders are requested to send e-mail to <a href="mailto:posmerchantpnb@pnb.co.in">posmerchantpnb@pnb.co.in</a> containing following information, so that in case of any clarification same may be issued to them:</p> <p><b>Name of Company, Contact Person, Mailing Address with Pin Code, E-mail Address, Mobile No. etc.</b></p>

**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. Details for registration are available in e-procurement website <https://etender.pnbnet.in>.
- 2) Bidders may view the details through their terminal using their e-procurement [ <https://etender.pnbnet.in> ] registration login.
- 3) The Bids should be submitted On-line as well as in Physical form.
- 4) Bids will be opened online as well as physically simultaneously on BID Opening Day.
- 5) Bidders are advised to go through Bidders' Manual available on <https://etender.pnbnet.in> for registration, submission of tenders and Java settings required for participation in the bid. Follow each & every step mentioned in Bidder Manual. If bidder still faces any problem or if approval of registration is pending at Bank's end, he/she should immediately contact Bank Helpdesk on telephone No. 011-28044738 or email us at [posmerchantpnb@pnb.co.in](mailto:posmerchantpnb@pnb.co.in).
- 6) 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.
- 7) 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. 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) 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.
- 9) The indicative commercial bids to be submitted online only.
- 10) 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).
- 11) 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).
- 12) If Bidders have any queries, they may call us at Helpdesk Telephone No 011-28044738 from 10.00 am to 05.00 pm (except Sundays and Bank holidays).

Punjab National Bank

## 1. INTRODUCTION

Punjab National Bank (PNB), one of the leading nationalized Banks of the country is a Public Sector Bank with Offices geographically located all across India, and presently having more than 7000 Offices/Service Out-Let(s) (SOLs). As of now, it has 76 Circle Offices controlling these branches besides specialized service branches and also offices/branches abroad.

Presently, the Bank has deployed 4 (four) types of POS terminals numbering around 36000 under both Opex model (Monthly rental) and Capex model with monthly charges for back-ended & field services. The present mix of 36000 deployed POS terminals is as under:

	Nature of POS terminal	Approx Terminals deployed
Type-1	Bank owned GPRS terminals with Charge Slip Printing (under Capex model) Make: Ingenico (ICT 220 & IWL220) Verifone (VX-675 GPRS NFC)	10,000
Type-2	GPRS terminals with Charge Slip Printing (under Opex Model)	8,500
Type-3	GPRS Light Version without Charge Slip Printing (Under Opex Model)	13,000
Type-4	PSTN terminals with Charge Slip Printing (Under Opex Model)	5,500

The bank has outsourced end to end Solution of Merchant Acquiring business to a service provider and is now looking for a Service Provider for new contract period for its business purposes, and for the business purposes of PNB's Subsidiaries and Affiliates including PNB sponsored Regional Rural Banks (RRBs) and entities under amalgamation as per GOI.

## 2. BACKGROUND:

Our Bank is in the merchant acquiring business through **Point of Sale (PoS) terminal / Electronic Data Capture (EDC) machine** since year 2010. As per the existing Service Level Agreement (SLA), the existing service provider is providing "End-to-End solutions" comprising installation & maintenance of PoS terminals, risk management, reconciliation & settlement, grievance redressal, etc including related field activities for on-boarding of merchants on monthly rental model (Opex Model) as well as Capex Model with monthly charges for back-end services.

Now, Bank is floating a new RFP for inviting prospective bidders for providing 'End-to End Solutions' to set up, manage and operate Merchant Acquiring Business through POS terminals on Monthly Rental Model (Opex) as well as with Capex Model with monthly charges for backend services on PAN India basis as stipulated in RFP. In this connection, Bank invites sealed offers viz. "Conformity to Eligibility Criteria", "Technical Proposal" and "Commercial Bid" for selection of Bidder/s as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.

This invitation of Bids is open to all Original Equipment Manufacturers (OEMs) for the PoS terminals having presence in India, Solution Provider, Indian Authorized Representative (IAR) / Agent on behalf of the Principal / Original Equipment Manufacturer (OEM) / Solution Provider provided the participating bidders fulfill the minimum qualification criteria as mentioned in bid document.

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

Bank may select one or more Bidder in addition to L1 and allocate work to it provided it is ready to match quotes of L1. Bank reserves its right to distribute work orders placed for time to time requirement between L1, L2 and L3 in the ratio of "40:30:30" of the total business (including migration of existing POS terminals). Bank may appoint one dedicated vendor for North East region only amongst the selected bidder.

Bank intends to enter into contract with the selected Bidder(s) initially for a period of five(5) years from the date of execution of Agreement which may further be extended for two terms of one year each based on the satisfactory performance of bidder and at Bank's sole discretion.

**NOTE:**

- i. 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.
- ii. 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.
- iii. In case of Indian Authorized Representative (IAR) / Agent, maximum two Authorized Representatives of a particular Principal or Original Equipment Manufacturer (OEM) / Solution Provider can participate in the tender process.
- iv. Joint/Consortium Bids are not permitted.
- v. In case of a Parent Bidder running subsidiary company structure, the experience & business figures of its wholly owned Subsidiary in the field of merchant acquiring business will be considered for ensuring conformity to eligibility criteria only when such wholly owned subsidiary has been in existence for a minimum period of last two years as on the date of RFP.

**3. SCOPE OF WORK**

- 3.1 The scope of RFP involves providing 'End-to End Solutions' to set up, manage and Operate Merchant Acquiring Business through POS terminals on Monthly Rental Model (Opex) as well as with Capex Model with monthly charges for backend services on PAN India basis. It involves deployment of POS Terminals at Merchant Locations for acceptance of all types of cards, issued in association with VISA, MasterCard, RUPAY & JCB-CUPI (also AMEX, if desired by the bank) etc. by the Bidder and routing the transactions to Bidder's Switch and then to the appropriate interchange switch viz. VISA/MasterCard/RUPAY/JCB-CUPI (also AMEX if desired by Bank).

The bidder has to deploy the POS Machines at its own cost in Opex Model and maintain them and, also offer 'End-to-End Solutions' including deployment/installation of POS terminals, terminal driving, Switching, merchant help desk, consumables, sourcing and enrolment of Merchants, personal visits to merchants/Spot Verification, Documents procurement & verification, marketing&sourcing of new business, field services, transaction settlement, reconciliation of transactions, providing MIS, Dash Board or Online Portal, handling chargeback & holdover issues, etc.

Bidder shall migrate all existing PoS merchants from the existing service provider to its own set-up and also on-board new merchants on acquiring platform by procurement of KYC & other documents and execution of tri-partite Agreement with the merchants afresh duly stamped in terms of applicable State laws, at Bidder's cost. The cost of printing of application forms, tripartite agreement including cost of stamps, as applicable, etc. will be borne by the Bidder.

And in Capex Model, although the POS terminals will be provided by the bank yet, services and maintenance for all the other activities will be provided by the bidder on monthly charges for back-end services.

Scope of the RFP also includes migration of entire data of existing merchant acquiring business of the bank through POS terminals, by the bidder from the existing service provider, with no cost to the Bank. Meaning thereby, that the cost of migration, if any, from the existing service provider to the new service provider will be borne entirely by the newly selected bidder.

The infrastructure/Software/Application developed as part of the agreement can be put to use in all offices of Punjab National Bank including its Subsidiaries, amalgamated entities, Foreign Offices, Regional Rural Banks sponsored by the Bank at no cost to the Bank.

In addition to this, the Bidder should have the capability to provide the requisite infrastructure/Software/Application and its integration as per the specifications for procurement projects of State/central Governments (like PUNGRAIN in Punjab State)/Food Corporation of India (FCI), etc at no extra cost to Bank.

**3.2 Budgets allocated by MEITY, GOI:-**Government through MeITY has recently given special focus and thrust on penetration of digital payments in North-Eastern region. MeITY has assigned a very ambitious Merchant Acquisition Budget to the Bank out of which 80 % deployment should be in Rural areas (i.e. Tier III and below) and 20 % to be in North East geographies. In addition to this, the Banks have to maintain at least 50% of their total merchant base active in Urban areas (Tier I and Tier II). Keeping in view the spirit of Government, Bank intends to select Bidder with a strong acquiring presence in Rural & North East regions.

Bidder(s) should maintain a proper and dedicated Set-up including Sales Office, Support Office, Depot with adequate stock of POS terminals in the North-East Region so as to cater to the local area needs and achieve GOI targets. There should be sufficient manpower to cater to various operational & technical issues including grievances/complaints of POS merchants.

**3.3 New Merchant on-boarding:**The Bidder should start on-boarding of fresh merchants on POS terminals within a maximum period of 3 (three) months from the date of instructions of the Bank. This will include all aspects like development of Software, Switching, development of infrastructural set-up for on-boarding of merchants, risk analyzing, reconciliation, Dash Board, etc.

Any delay over & above the above stipulated period of 3 months will attract penalty of Rs. 5 (Five) lakhs per week or a part thereof for a period of next 8 weeks. If the Bidder fails to make the infrastructure ready within this total period (3 months + 8 weeks with penalty), the Bank reserves the right to terminate the Contract with the Bidder. In this case, Bank also reserves the right to forfeit the proceeds of Performance Bank Guarantee and also, initiate suitable action to black-list the Bidder. Besides, the Bank, at its discretion, may also offer the work order to the L2 Bidder.

**3.4 Scope of Contract and Deliverables:**

- i. The Bank is inviting offers from Bidders, capable and experienced in providing 'End-to-End Solutions' for Merchant acquiring business through POS terminals by deploying fully EMV compliant POS terminals (minimum standard EMV 4.3) capable of reading Chip Card and PIN enabled, at their own cost at various Merchant locations on PAN India basis and to provide back-end services on monthly charges wherever the terminals are provided by the bank.
- ii. POS Infrastructure of the service provider should be compliant to PCI-DSS/PA-DSS standards and as per other industry's standard specifications.
- iii. The Bidder should disclose the brand, model and manufacturer's name of the POS terminals to be offered to the Bank and the said POS terminals should be currently under operation at least in one Nationalized Bank/Scheduled Commercial Bank (other than Cooperative Bank) with trouble free operations.
- iv. The Bidder to ensure that the POS terminals to be deployed under the Contract are fully compliant with industry standard specifications and incorporating latest features/software updates.
- v. The POS terminals should be connected to the bidders switch directly for routing/accounting of transactions and then to the VISA/MasterCard/RUPAY/JCB-CUPI (AMEX if desired by the Bank) for POS Transactions.
- vi. Bidders must have direct connectivity to VISA, MasterCard, RUPAY/JCB-CUPI network (AMEX, if required by Bank) through Extended Access Server (for VISA), MasterCard Interface Point (for MasterCard) and National Financial Switch (for RUPAY).
- vii. Merchant should be able to submit the daily Transactions/Bills online to the bidder for settlement through Batch Settlement Process.
- viii. The bidder should have the capability to supply and install POS terminals, Merchant Management and Training, while the Bank will provide the Lead and necessary assistance in sourcing the Merchants.
- ix. The bidder should have a Merchant Helpdesk Support through dedicated Call Centre(s), preferably at Delhi NCR for attending to the queries & complaints of the Merchants. Bidder shall also handle the settlement and payment related queries raised by the Merchants of the Banks.

- x. Bidder(s) should maintain a proper and dedicated Set-up including Sales Office, Support Office, Depot with adequate stock of POS terminals in the North-East Region so as to cater to the local area needs and achieve GOI targets. There should be sufficient manpower to cater to various operational & technical issues including grievances/complaints of POS merchants.

**3.5 Standard services to be delivered by the Bidder(s) under this RFP for various Merchant Acquiring business Products are illustratively listed below but are not limited to the following:**

- i. To Set up / Manage / operate the Merchant Management Software thereby enabling the merchants for acceptance of payments through POS terminals, QR Code, Aadhaar Pay enabled payment platform and other App. based & merchant payment acceptance solutions, etc.
- ii. Sourcing of merchant applications/documents from field & its proper scrutiny, site inspection, procurement & deployment of PoS terminals/QR Code/other acceptance solutions and Management of terminals, field services, network services, transaction routing & authorizations, Association related processes( Settlement & compliances), Accounting & Reconciliation, Risk monitoring, Fraud control, Redressal of Chargeback & Holdover issues, loss due to chargeback & fraud, Customer service, Dispute management & grievance redressal and providing required MIS, without any extra cost to Bank.
- iii. Processing, Settlement & Reconciliation of files received from the Schemes viz. VISA/MasterCard/Rupay etc. with the transaction record.
- iv. The service provider should have the capability to support Value Added Services on POS terminals viz. PC-POS integration, Dynamic Currency Conversion (DCC), EMI, Cash@PoS, BQR on POS, Mobile/DTH top-up, Bill payments, Wallet acceptance, Data Analytics, etc and other payment options such as QR Code, Aadhar Enabled Payment System (AEPS), NFC based payment, NCMC card acceptance etc, and any other new feature which may come in use in future at no extra cost to Bank.
- v. Back-end transaction processing viz., capturing of transaction from POS terminals/QR/ other acceptance solutions, routing it to issuer through VAP/MIP/NFS and any other interface or receiving response from card networks etc., obtaining response from issuer and transmitting back the response to the merchant.
- vi. Bidder is responsible for complete 'End-to-End' reconciliation including merchant level, GL level & Scheme level transactions. Bidder is responsible for reconciliation of settlements including charge-backs, hold-over, representments, pre-arbitrations and arbitrations etc. as per laid down rules for the purpose. Bidder is responsible to intimate the merchants for the disputes received and collect the relevant documents on behalf of Bank by approaching the merchants in timely manner and any other activity/action required, without any extra cost to Bank.
- vii. Provide daily Merchant wise report to PNB to enable them to afford credit to the respective merchants as per agreed terms & conditions and formats. They should have the capability to perform refund transactions as well as recover amounts (charges, rentals etc) as per Bank's instructions.
- viii. To develop proper Set up of Merchants (for POS terminals, QR, other acceptance solutions emerging from time to time), commercial terms, commercial arrangement, MCC, type of terminals/acceptance solution, other details related to merchants etc. in merchant management Software as per

- instructions from Bank, without any extra cost to Bank
- ix.** To develop, customize and periodical up-gradation of terminal application software, from time to time, as per requirement of the Bank and in compliance to the guidelines issued by the Government of India, Regulatory authorities viz. RBI, DFS, MEITY, etc and Scheme Fees viz. VISA/MasterCard/RUPAY etc., without any extra cost to Bank.
  - x.** To upgrade the terminal application as per the mandates received from time to time from the settlement agencies. i.e. VISA/MasterCard/RUPAY etc., at no extra cost to Bank.
  - xi.** Hosting of MMS in its hardware in a secured environment. If it is outsourced, the security and data integrity to be ensured and it would be the responsibility of Bidder.
  - xii.** Development of Interface between POS terminals and service provider through established network.
  - xiii.** Certification of acquiring host by Schemes MasterCard, Visa, Rupay, AMEX, BBPS, other schemes etc. Bank will assist but at no cost to the Bank & it will be borne by the Bidder.
  - xiv.** Periodical certification of the hardware, software and application as is considered necessary at the cost of the bidder.
  - xv.** Merchant training on an ongoing basis on Bidder's cost. Requirement of training to be done as and when required.
  - xvi.** Dedicated Merchant Help Desk support through Call Centre is to be provided by the Bidder during peak business hours of 7.00 A.M. to 11.00PM by deputing at least One (1) Customer Care Executive for every 1000 PoS terminals. Besides, the Bidder to make the IVRS services available on 24x7 basis for addressing concerns/complaints of merchants, without any extra cost to Bank.
  - xvii.** Arrangement of Network Access Connectors (NACs): Bank will not bear the cost of NAC. Ensure adequacy of Bandwidth and provision for appropriate scalability of switching services, without any extra cost to Bank.
  - xviii.** Maintaining record of all successful and unsuccessful transactions logs in a secured environment and sharing the same with Bank on a daily basis. Service provider will retain the records for a period as per the specifications given by Bank from time to time.
  - xix.** All business operations viz., data entry, statement printing, dispatch of periodical transaction statement to merchants, response to merchant enquiry will be done by the service provider.
  - xx.** Providing other periodical MIS reports such as weekly, fortnightly, monthly, quarterly, half yearly and yearly reports to PNB on the prescribed format as required by them from time to time. To quote a few examples of MIS, daily installations / de-installation done, pending installations / de-installations, problematic installations / de-installations, details of inactive/Non-transacting terminals, status of leads/documents processed for on-boarding merchants, failed transaction report, settlement reports, open and closed complaints etc. This list is illustrative and not exhaustive.
  - xxi.** Providing periodical MIS, Exception reports, suspicious transaction reports to the Bank, keeping liaison with the Card schemes and Card issuers for resolution of disputes.
  - xxii.** Filtering the transactions through risk analysis and fraud monitoring tools in online and off line environment, setting up of Risk parameters as per industry Standards and periodic review of the same as per Bank's requirement.

- xxiii.** Bidder is required to bear entire Fraud & Risk Liability and, also to provide effective Fraud & Risk management services. Addressing of charge backs, if any arises, will be to the account of the bidder and all other issues like collection of charge slips, making representation etc shall also be managed by the bidder.
- xxiv.** Periodical review and feedback which may help the Bank in taking a business decision.
- xxv. MIGRATION OF EXISTING POS TERMINALS:**
- a) Migration involves massive work at field level which includes replacing of the existing POS terminals deployed at merchant's locations and also obtention of the necessary KYC & other documents and execution of tri-partite Agreement with the Merchant afresh duly stamped in terms of applicable State Laws, at Bidder's cost.
  - b) Bidder should enable migration of all POS merchants from existing service provider to its own new set up, at no extra cost to the Bank.
  - c) Implementation Plan (PERT Chart) with proper timelines to be submitted by the L1 Bidder to the Bank for implementation within 1 week from issuing the Letter of Intent by the Bank.
  - d) The Bidder should make the system (Acquiring Switch along with relevant software & hardware solutions including necessary certifications of new BINs from the respective Schemes) ready **within a maximum period of 2 (Two) months from the date of issue of instructions from the Bank.** Thereafter, Bidder should ensure complete migration of the existing 36000 (or actual) PoS terminals within a **maximum period of 4 (four) months**, at an average of 10,000 terminals per month. **Thus, the Bidder shall complete the migration of merchants from existing system (Switch) to a new system (Switch) within a maximum span of 6 months (2 months+4 months) from the date of instruction from the Bank.**
  - e) Any delay over & above the stipulated period of 6 months (2 months+4 months) will attract penalty of Rs. 10 (Ten) lakhs per week or a part thereof for a period of next 8 weeks. If the Bidder fails to migrate the entire existing terminals to its own new set-up within this total period (6 months + 8 weeks with penalty), Bank reserves the right to terminate the Contract with the Bidder. In this case, Bank also reserves the right to forfeit the proceeds of Performance Bank Guarantee and also, initiate suitable action to black-list the Bidder. Besides, the Bank, at its discretion, may also offer the work order to the L2 Bidder who shall submit the Implementation Plan (PERT Chart) with proper timelines within 1 week from issuing the Letter of Intent by the Bank.
  - f) In case of termination of agreement, bidder shall be responsible for handover of all related data of Merchant Acquiring Products such as (PoS, QR etc.) to new service provider/elected bidder within 30 days of new bidder's affirmation.
- xxvi.** Online portal and Mobile App. for all merchants to manage their profile and to

- track their transactions online.
- xxvii.** Capability to generate GST, FIRC certificates etc on a monthly or at a frequency decided by the Bank and to provide GST data as per the format prescribed by GST Council, GOI thereby enabling the Bank to remit GST amount as per requirement of the GST Council.
- xxviii.** Compliance to all our Bank guidelines along with guidelines of the Government of India, Regulatory bodies and the Schemes, at no extra cost to the Bank.
- xxix.** The Vendor agree that PNB shall have the right, but without obligation to monitor and access the services to enable PNB to take necessary corrective measures, provided any such monitoring shall not amount to supervision of any of the jobs of Vendor or the employees of vendor
- xxx.** Adequate and tested Disaster Recovery and Business Continuity Plan.
- xxxi.** The bidder will be responsible and will facilitate the Audit and DR-Drill activities on quarterly basis, as per requirement of the Regulatory Authorities/Bank, at no extra cost to the Bank. Besides, any Inspection/Audit/DR drill activities called for by the Regulator in addition to the above must be permitted by the Bidder, at no extra cost to the Bank.
- xxxii.** Permission to Bank to conduct Audit of data, books (relating to PNB), IT infrastructure etc. These Audits can be done by External agencies or Bank's agencies.
- xxxiii.** Ensure that individuals with necessary expertise are hired / recruited with proper back ground checks and police verification. Bidder to give undertaking that it will conduct police verifications for all appointments of its personnel appointed or to be appointed.
- xxxiv.** Bidder to have a Code of Conduct in line with IBA's / PNB's Code of Conduct. You may refer to IBA's website for the same.
- xxxv.** Before engaging sub-contractor, Bidder shall carry out due diligence process on sub-contracting/sub-contractor to the satisfaction of PNB and PNB should have access to such records. Such sub-Bidders will have to be mandatorily registered with Card Schemes by the Bidder under no cost to Bank. After engaging any sub-contractor, mandatorily the bidder will inform to the Bank.
- xxxvi.** In the event of sub-contracting, Bidder shall ensure that suitable documents including confidentiality as per RFP are obtained from the sub-contractor and Bidder shall ensure that the secrecy and faith of PNB's data/processes is maintained both during the currency and even after termination of Contract/SLA.
- xxxvii.** Bidder shall be solely liable & responsible for payments of all statutory dues with respect to each of his personnel/employees engaged by it to render services under this agreement with respect to each applicable Labour Law, including the Minimum Wages Act, 1948, The Payment of wages Act, 1936, The Payment of Bonus Act, 1965, The Employees' State Insurance Act, 1948, The Payment of Gratuity Act, 1972, The Maternity Benefit Act, 1961, The Employees' Provident Funds and Miscellaneous Provisions Act, 1952, etc. No dues/contributions under any labour legislations as applicable, remain payable with respect to his personnel/employees. The Service Provider will have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to its personnel/employees under applicable labour legislations. Further, Service Provider would indemnify/make good for the losses to PNB for non-compliance or any claims

against PNB arising out of any non-compliance as above. Further, The Bidder is liable for any fraud, default committed by its employees and appropriate criminal action needs to be taken by the Bidder.

- xxxviii.** Bidder agrees that PNB shall have the right to disclose the details of this RFP and the details of Services covered herein to the Reserve Bank of India and Indian Banks Association or as required by Law of the land. Bidder agrees to allow the Reserve Bank of India or persons authorized by it to access the documents, records of transactions and other necessary information stored or processed by Bidder in respect of this RFP or the Services.
- xxxix.** Bidder agrees to preserve the documents and data in respect of the Services for such period in accordance with the legal/regulatory obligations of Bank in this regard.
- xl.** The Bidder should comply with Bank's Information Security policy in key concern areas relevant to the RFP. Some of the key areas are as under:
- a. Responsibilities for data and application privacy and confidentiality.
  - b. Responsibilities on system and software access control and administration.
  - c. Custodial responsibilities for data, software, hardware and other assets of the Bank managed by or assigned to the Bidder.
  - d. Physical security of the facilities.
  - e. Incident response and reporting procedures.
  - f. Data Encryption / Protection requirement of the Bank
- xli.** Security requirement of the Bank will be shared with the successful Bidder.
- xlii.** Development, maintenance, customization, integration with other apps and periodical up-gradation of QR merchant application software, at no extra cost to the Bank.
- a) Generation of QR codes for QR acceptance and development, maintenance, customization, integration & periodical upgrading of back-end system for processing, reconciliation, settlement, dispute management etc pertaining to QR Code payment system.
  - b) Sending In-App and SMS notifications to merchant in case of QR Transactions, without any extra cost to the Bank.
  - c) Building on-us pipe with PNB's Switch or any other switch as directed by the Bank for direct routing of on-us transactions, without any separate cost to Bank.
  - d) Development, maintenance, customization, integration and periodical up-gradation of back-end system for processing of ETC transactions coming from the switch/system acquired by us, as per procedural guidelines issued by RUPAY, without any extra cost to the Bank.
  - e) Integration with switch/system acquired by us/to be acquired in future, without any extra cost to the Bank.
- xliii.** Development, maintenance, customization & periodical up-gradation of CRM (Customer Relationship Management) tools which should include web-based tool for complaint log-in & resolution, generation of complaint log number, simultaneous generation and email & SMS code to merchants

and closure of complaints only after feeding of acknowledgement code in the CRM system etc.

- xliv.** Effective inventory management of PoS terminals by using related analytical tools, provision of Dash Board showing active and inactive PoS terminals at real time.
- xlv.** The Bidder should pick up the PoS terminal from merchant's location within a maximum period of 5 days from obtention of approval for its de-installation from the Bank. Bank will not be liable for any assistance in this regard.
- xlvi. For CAPEX Model:**  
These terminals will be owned by the Bank. **However, the Bidder shall provide all above solutions for these terminals including back-ended services and repairs & maintenance.** However, since most of the terminals are likely to be within warranty period or AMC, no reimbursement will be payable by Bank other than transportation charges. However, if any part(s) of the terminal is replaced or repaired which are not covered under warranty, the same will be reimbursed by recovery from the merchant. However, Bidder will have to share the details of such repairs, replacements so as to enable the Bank to recover the same from the Merchant. At times, it can happen that cost of repair or replacement of the part might exceed total cost of the terminal or might be very near to it, in such cases, we expect Bidder to inform and take necessary instructions from the Bank.

**3.6 The Bidder shall comply with / provide confirmation on the following:**

- (i) Should provide network monitoring and ensuring seamless connectivity of POS machines.
- (ii) All the POS terminals should be directly connected to the Bidder's switch for providing Switch Services for acquiring transactions. The Switch should be duly certified by Schemes viz. VISA/Master Card/RUPAY, etc (Amex/Diners, if desired by the Bank) and comply with all administrative formalities and documentation requirements of the Schemes.
- (iii) The transactions would be routed directly to VISA/MasterCard/RUPAY/JCB-CUPI (AMEX if desired by the Bank) for all acquired transactions. The charges, if any, for switch certification that need to be done on the Bank's switch side would be taken care by the bank. The bidder should bear the charges at its own switch side and also the communication cost/Network cost from bank's data center to bidders data center.
- (iv) The Bank has already obtained VISA/MasterCard and RUPAY membership for acquiring and will be bearing all association (VISA & MasterCard & RUPAY & JCB-CUPI) related charges.
- (v) Financial liability, if any, arising on account of charge back shall be borne by the bidder, all other activities required to be done in case of charge backs shall also be taken care of by the bidder. Bidder shall be responsible for conducting activities like charge back management, re-presentment, retrieval, file uploads and download.

- (vi) Bidder must ensure that 'Card present' transactions are strictly in line with RBI/ MOF/ IBA/ RUPAY/ MasterCard/ VISA/JCB-CUPI guidelines.
- (vii) Bidder should be capable to deliver any significant changes like Aadhar based authentication on POS Machines as an additional factor of authentication or any other major up gradation is required to be made in POS infrastructure to comply with MoF/ RBI/IBA directives in future, at no extra cost to Bank. In case of requirement of separate Biometric hardware/Scanner/Devices as per the need of Bank, Bank will arrange to provide the same.
- (viii) The bidder should have the facility of charging differential MSF rate to merchants for different types of Cards.
- (ix) The bidder has to ensure that the Product/POS terminals supplied are new, unused, of the current model incorporating latest improvements in design/ features and these shall have no defect arising from design or from any act of omission of the Service Provider.
- (x) **Turn Around Time (TAT)** for Installation and repairs of POS terminals is as under:

Area	TAT for attending Lead generated by Bank/Bidder	TAT for installation of POS terminal	TAT for Repair of Terminal after lodging of complaint
Metro and Urban	3 days	5 days	1 days
Semi-Urban	5 days	7 days	2 days
Rural/ North-Eastern Region	7 days	10 days	3 days

### **3.7 The POS terminals being deployed and related Infrastructure must-**

- i. Be Fully EMV compliant (minimum standard is EMV 4.3 for L1& L2)
- ii. Be in the approved terminal list of the EMV Companies
- iii. Be Chip-compliant and capable of PIN acceptance for chip cards
- iv. POS Terminals must have the facility of LCD screen to display the amount of Transaction
- v. Have unique double length Terminal Master Key
- vi. Be TLE & UKPT/DUKPT Compliant
- vii. Terminals, POS Infrastructure and service provider should be PCI-DSS compliant as per latest compliance standard released by PCI Council as on the date of RFP
- viii. Any Card payment application used must be PA-DSS Compliant
- ix. Be fully compliant to directives of various regulatory Authorities viz. Department of Financial Services, Ministry of Finance/ RBI/ IBA/RUPAY//MEITY/BCA and our Bank, etc. and, also upgradable to all future directives of such bodies, at no extra cost to the Bank.
- x. The POS terminals for fuel merchants should be PESO (Petroleum and Explosives Safety Organization) certified/compliant.
- xi. The service provider should be able to deploy POS terminals capable of

processing the transactions through NFC/NCMC cards.

### **3.8 RESPONSIBILITY FOR COMPLETENESS:**

- i. The bidder shall ensure that the Solution (provided through Hardware/ Software/ Middleware etc.) meets all the technical and functional requirements as envisaged in the scope of the RFP.
- ii. The bidder shall deliver, install the equipment and port the software, arrange for user acceptance test at bidder's cost as per accepted time schedules. The bidder is liable for penalties levied by Bank for any deviation in this regard. The bidder shall provide for all tools, testing instruments, drivers, consumables required to install, customize and test the software without any further charge, expense and cost to Bank.
- iii. Any supplies and services which might not have been specifically mentioned in this tender but are necessary for installation, testing, commissioning, performance or completeness of the order, shall be provided / made available by the bidder as per the time schedule for smooth and efficient operation and maintenance of the system under Indian condition.

### **3.9 RESPONSIBILITIES OF THE BIDDER:**

- i. To settle acquiring transactions through POS etc.pertaining to merchant establishments enrolled with Punjab National Bank as per the Scope of RFP.
- ii. The bidder should ensure that the merchant is able to submit the daily transactions/bills online to them for settlement.
- iii. Development, maintenance, customization and periodical up-gradation of terminal application software, at no extra cost to Bank.
- iv. Certification of acquiring host by MasterCard, RUPAY, VISA etc.
- v. VAP/MIP hosting, handling, periodical up-gradation as per rules revised by MasterCard and RUPAY, VISA, BBPS, etc. Periodically and ensuring meticulous compliance of the prescribed rules from time to time.
- vi. Periodical certification of the hardware, software and application of POS terminal as is considered necessary.
- vii. Purchase, storage, insurance, repairs and maintenance of POS terminals.
- viii. To keep POS machines, Infrastructure updated with the directives/ guide lines of regulators and Bank Card Association & Hosting of Merchant Management Software and its hardware in a secured environment.
- ix. Sensitizing the Bank Officials on various aspects of Merchant Acquiring Business.
- x. Board Merchants along with all techno-commercial details in the Merchant Management Software.
- xi. Prepare a risk profile of the merchant, performing TRACE/NMAS/MATCH etc for merchants.
- xii. Undertake terminal installation, activation and management.
- xiii. Conduct merchant training on an ongoing basis.
- xiv. Supply consumables to merchants based on requirement.
- xv. Undertake POS terminal maintenance, repair or replacement as

- required.
- xvi. Arrange for Network Access Connectors (NACs).
  - xvii. Develop interface between POS terminals and service provider through established network, at no extra cost to the Bank.
  - xviii. The Bidder shall comply with/provide confirmation on provision of network monitoring facility and ensuring connectivity of POS machines.
  - xix. Provide Merchant help desk support for attending to the Merchants' queries and a webbased portal to the Merchants for lodging of their complaints.
  - xx. Ensure smooth back-end transaction processing viz., capturing of transaction from POS terminals, routing it to issuer through VAP/MIP/RUPAY, obtaining response from issuer and transmitting back the response to the merchant.
  - xxi. Maintain record of all successful and unsuccessful transactions logs in a secure environment.
  - xxii. Process settlement files from MasterCard/VISA/RUPAY etc. With the transaction record and service charges applicable with respective entity.
  - xxiii. Reconcile settlements including charge-backs, re-presentments, pre-arbitrations and arbitrations etc. As laid down in the rules for this purpose.
  - xxiv. Filter the transactions through risk analysis and fraud monitoring tools in online and offline environment.
  - xxv. Undertake dispute management, grievance redressal etc.
  - xxvi. Provide daily Merchant wise settlement report to enable the bank to credit settlement amount to the respective merchants as per agreed terms.
  - xxvii. Daily and periodic MIS reports for Fraud monitoring, transaction velocity and activity reports, negative balance reports as required by the Bank and others from time to time.
  - xxviii. Daily report to be sent to the Bank on system performance with reasons wherever deficiency has been observed.
  - xxix. Service Provider to hire trained & experienced personnel so as to fully perform the contractual obligations arising under this RFP and, also to duly verify the antecedents/background checks of such personnel as per the RBI guidelines before engaging them in providing, supporting and/or executing any services under 'End-to-End solution' for merchant acquiring business. Further, Service Provider will do re-verification check after every two years about the background of such personnel as per RBI guidelines.
  - xxx. The service provider may procure the services of local Bidders/ sub-contractors, under intimation to the Bank, for terminal installation, merchant training, merchant help desk, terminal repair and servicing, supply of spares and consumables, terminal replacement and installation of terminal application software, as required by them. However, the service provider will be solely responsible for under or non-performance and deficiency of services of such third-party bidder (s).

On selection of successful Bidder and award of Contract under the RFP, Bank shall enter into contract with the Bidder only for all service obligations including execution of Service Level Agreement (SLA), Non-Disclosure Agreement (NDA), generation of monthly invoices & payment

thereof along with treatment of tax liabilities, TDS etc. Bank shall deal with prime Bidder only and any third-party contract made by the Bidder and terms & conditions associated therewith will not be binding on Bank. The Bidder shall remain fully responsible for all acts of its contractors/sub-contractors, if so, engaged by it at all times

- xxxi. Bidder should provide a system to the Bank for Real time monitoring of its server which will display server usage, uptime/downtime, Load Capacity of server and present load on server.
- xxxii. Bidder should share monthly reports with bank regarding Server performance, Server downtime and uptime & other related reports.

### **3.10 FURTHER, THE SUCCESSFUL BIDDER SHALL ENSURE THAT:**

- i. Data is available in a format suitable for the purpose for which it is required and is available to authorized individuals (including RBI inspectors and internal/external auditors).
- ii. Back up arrangements are in place for all records held in electronic form or any other records. Periodical testing is undertaken for recovery/verification/retrieval of data as and when required and that business continuity and disaster recovery systems are in place as per the Bank's Information security policy.
- iii. Given the nature, scale and complexity of the business, PNB should receive information at the prescribed intervals i.e. daily, weekly, monthly, quarterly, half yearly, yearly as required by the Bank.
- iv. Given the nature, scale and complexity of the business, the record keeping procedure of bidder to ensure that information/MIS captured in relation to the operation and management of End-to-End services follows all relevant applicable laws and rules & regulations.
- v. The successful bidder to comply with the following practices for retaining records/computer data base/Data including electronic records:
  - a. Complying with all statutory and regulatory requirements.
  - b. Storing and preserving records/computer data base/data in appropriate optical media or equivalent media along with back up storage.
  - c. Ensuring that the media chosen does not conflict with the accessibility required of the relevant records and that the physical conditions under which the records/computer data base/data will be stored are conducive of its preservation till the proposed period of retention.
  - d. Maintaining all original records in India.
  - e. No records/computer data base/data to be erased, deleted, purged, modified and/or destroyed by the successful bidder/s.
  - f. Handing over of all records/computer data base/data, including back-ups to PNB as and when demanded.
- vi. Any future addition/ up gradation of Hardware and software on account of directives of Regulatory authority/ other bodies have to be complied with in set time frame, at no extra cost to the Bank. The overall solution/Up-gradation/ maintenance/current Market Trends as per the requirement and guidelines of PNB/sponsored RRBs/RBI/DFS/MEITY/Schemes/Stake Holders etc. is the sole responsibility of the Bidder, without any extra commercial other than the monthly rent.

- vii. The successful bidder to ensure that it and any of its Sub-Contractor(s) is not maintaining any computer resources/data outside India in any off-shore locations i.e. complete data should reside within Indian Territory in terms of guidelines of RBI/Regulatory Authorities. Nevertheless, Service Provider and its sub-contractor(s) to undertake that during the currency of this agreement they shall ensure that the regulatory authority of the offshore location does not have access to the information or data relating to PNB's operations on the ground that the processing of such information or data is being undertaken there. Off-shore shall mean any territory other than India.
- viii. Data replication in Core Banking Solution (CBS)/ Enterprise Data Warehouse (EDW) should be ensured by the Bidder with suitable replication solution/Software as per Bank's requirement. Data should be complete replica of the original or Live data base/flat file as per Industry best practice.
- ix. During the course of this agreement, PNB reserves the right after giving reasonable prior written notice (which notice shall include timescales and location) to Service to undertake a review and audit of all or any of the Deliverables or Services being provided by Service Provider during last two years under this agreement and all records, operational controls and processes for the last two years relating thereto.
- x. All software/Applications shall undergo regular maintenance activities with a view to undertaking corrective preventive maintenance actions. These activities shall include identification, analysis and actions aimed at preventing occurrence of potential problems.
- xi. Bidder to analyse & review the root causes of operational & technical problems occurred in acquiring business. Bidder to take timely & prompt measures to rectify the problems, and prepare & share the reports or feedback with Bank in a timely manner.
- xii. Bug fixes of any system operation that does not comply with the current signed and approved system specification. This includes system errors, "hung" or halted screens, or unexpected results within the system that render it unusable for the purpose for which it was designed.
- xiii. The Bidder will conduct periodic monitoring of the system to determine its performance and deterioration, if any and then advise the Bank on the same along with future strategy, plan & remedial measures.

**3.11 By submitting a signed bid/response to this RFP the Bidder certifies that:**

- i. The Bidder represents that all software to be supplied in response to this RFP shall meet the proposed Bidder solution requirements. The Bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same.
- ii. If any services, functions or responsibilities not specifically described in

this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank.

### **3.12 Activities to be taken by Bank :**

- i. Framing merchant acquiring policy, pricing and standard operational procedures which will be applicable to the service provider also.
- ii. Merchant Activity Monitoring through MIS provided by the Bidder.
- iii. Suspect Activity Response and Merchant Termination through MIS provided by the Bidder.
- iv. Verification of the documents (KYC related documents, business license etc) for on-boarding merchants on payment acceptance systems through POS terminals and other digital payment platforms.

### **3.13 RESPONSIBILITIES OF THE BANK:**

- i. Provide Acquiring BIN of Schemes viz. VISA/MasterCard/RUPAY, etc.
- ii. Identification / selection of merchants from Bank's existing customer-base/ future customer base.
- iii. To designate Nodal Officer(s) in the Circle Offices who will be the single point of contact for the service provider.
- iv. To credit on a daily basis the settled amounts of merchants based on the settlement file provided by the service provider.
- v. To act on risk mitigation advisory from service provider.
- vi. Certification of Bank's BIN on switch of Bidder by VISA, MasterCard and RUPAY, etc.

## **4 INSTRUCTIONS TO BIDDER:**

### **1.1 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.

### **4.2 ELIGIBILITY CRITERIA:**

Only those Bidders who fulfill the Eligibility Criteria as per Annexure -2 are eligible to respond to the RFP. Offers received from the Bidders who do not fulfill any of the Eligibility Criteria are liable to be rejected.

Bidder should submit following documents against each of the eligibility criteria mentioned in Annexure-2:

<b>S.N</b>	<b>Documents Required</b>
1	Certificate of commencement of Business/Copy of First Order
2	Experience Certificate signed by the Official, not below the rank of General

	Manager/Divisional Head of the related Bank on Bank's letter head.
3	Experience Certificate signed by the Official, not below the rank of General Manager/Divisional Head of the related Bank on Bank's letter head.
4	Audited financial statements (Balance sheets and Profit & Loss) for financial year 2018-19 & any one of Financial years viz. 2016-17 and 2017-18.
5	Audited financial statements (Balance sheets and Profit & Loss) for financial year 2018-19 & any one of Financial years viz. 2016-17 and 2017-18.
6	Self-Certification on Letter Head indicating that only one Bid has been submitted.
7	Proof in this regard to be submitted.
8	Self-Certification on Letter Head along with documentary evidences to this effect.  Give complete details of the agencies to whom some merchant acquiring services (to be mentioned) are to be outsourced.
9	Self-Certification on Letter Head and supporting documents, if any. Describe the technological & other capabilities.
10	Self-Certification on Letter Head mentioning particulars of business on QR and BHIM Aadhar platforms viz. total number of merchants on-boarded, Count & amount of transactions handled.  Detail of the arrangement and attach a letter from the Supplier.
11	Self-Certification on Letter Head along with documentary evidences to this effect.
12	Copy of the valid Certificate(s) to be provided.
13	Self-Certification on Letter Head and latest valid PCIDSS Certification.
14	Proof in this regard to be submitted.
15	Self-Certification on Letter Head
16	Self-Certification on Letter Head
17	Self-Certification on Letter Head, mentioning related details
18	Self-Certification on Letter Head
19	Details to be provided by the Bidder on letter head
20	Self-Certification on Letter Head
21	Self-Certification on Letter Head

22	Brief details of litigations, disputes, if any are to be given on Company's letter head.
23	Self-Certification on Letter Head
24	Self-Certification on Letter Head
25	Self-Certification on Letter Head
26	Profile of Project Team/Previous assignments of similar nature/Detailed Project Plan to be submitted.
27	<p>Self-Certification on Letter Head</p> <p><i>(To ensure that such Centers are able to co-ordinate with Rural and Remote areas including island states, Union Territories, North East States and smart cities).</i></p> <p>Give complete details of the agencies to whom some merchant acquiring services (to be mentioned) are to be outsourced.</p>
28	Document on deployment framework, tools, templates & utilities to be provided. Also, the Bidder to give an Undertaking that in case of requirement, it has desired capability & preparedness for the same.
29	<p>Self-Certification on Letter Head having details of the existing Service Centres along with an Undertaking to set up additional Service Centres at remaining required stations/locations within a maximum period of 3 months of placing the order by the Bank.</p> <p>Another undertaking to set up additional Service Centres for new Circle Offices/Zonal Offices from the date of opening of such Circle Offices/Zonal Offices by the Bank to be given by the Bidder.</p>

#### 4.3 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.

#### 4.4 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 Bank/Purchaser, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process

#### 4.5 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.

**4.6 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.

**4.7 AUTHENTICATION OF ERASURES/OVERWRITING ETC:**

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

**4.8 CONTACTING THE BANK:**

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

**4.9 BANK'S RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS:**

- i. The Bank reserves the right to accept/reject any bid and to modify/cancel/re-tender and/or dissolve the bidding process or even reject all bids at any time prior to award of contract, without assigning any reasons whatsoever and 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.
- ii. The Bank reserves the right to accept or reject any technology proposed by the Bidder(s).
- iii. The Bank reserves the right to select more than one Bidder keeping in view its large requirements.

**4.10 MODIFICATION AND WITHDRAWAL:**

- i. Bids once submitted will be treated, as final and no modification will be permitted. Further, no correspondence in this regard will be entertained.
- ii. No bid will be modified after the deadline for submission of bids.
- iii. No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

The Bank, at its discretion, may amend the bid documents without any reason, whatsoever, during the currency of the RFP period i.e. last date of submission of Bid documents.

**4.11 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.

**4.12 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.

**4.13 BID EARNEST MONEY DEPOSIT ( EMD):**

- i. Bidder has to submit EMD of INR 25,00,000 /- (INR Twenty five lakhs only) through online mode( Net banking, RTGS/NEFT) before last date of bid submission or in form of Bank Guarantee in favour of Punjab National Bank & valid for a minimum period of six(6) months with a claim period of 3 months.
- ii. Bids received without EMD shall be summarily rejected.

**4.14 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 Bank may, at its discretion, extend this deadline for submission of bids by amending the Bid documents, without assigning any reason whatsoever during the currency of the RFP period i.e. the last date submission of the Bid Documents. All the correspondence/bid should be addressed to Bank at the following address:

**Assistant General Manager**  
Credit Card Division,  
Punjab National Bank,  
Corporate Office,  
Plot No. 4, Sector 10, Dwarka,  
New Delhi-110075

**4.15 LATE BIDS:**

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

**4.16 OPENING OF BIDS**

All the bids will be opened at the date, time and locations mentioned in RFP (as per tender schedule).

**4.17 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.

**4.18 RELIABILITY**

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

**4.19 BID CURRENCY**

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

## 5 BIDDING PROCESS :

### 5.1 Bid Document & Cost:

This document can be downloaded from Bank's website <https://etender.pnbnet.in> that event, the bidders should pay the **Application Fee of INR 25000/-(INR Twenty Five Thousand only)** for tender document by means of NEFT in favour of Punjab National Bank and submit the details thereof (UTR No.) along with "Part- A-Conformity to the Eligibility Criteria and Technical Proposal".

### 5.2 Clarifications to RFP and Pre-Bid Queries:

- i. The bidder should carefully examine and understand the specifications, terms and conditions of the RFP and may seek clarifications, if required.
- ii. PNB personnel are available Punjab National Bank, Corporate Office, Credit Card Division, 3<sup>RD</sup> Floor, East Wing, A-Block Dwarka sector-10 New Delhi – 110075 (Tel: 011-28044736, 28044541) for any clarifications that the Bidder may require.
- iii. No oral or individual consultation will be entertained. All clarifications must be sought either in writing or through e-mail to [posmerchantpnb@pnb.co.in](mailto:posmerchantpnb@pnb.co.in) latest by XX/XX/2019 14.00 hrs.

### 5.3 BIDDER RESPONSIBILITY:

5.3.1 If the proposal/quotation includes equipment products /services/software and or support by other companies or individuals, the bidder as the principal bidder shall be responsible for their supply, delivery, installation and maintenance and uninterrupted operations. The principal bidder must ensure that they possess the necessary expertise and required infrastructure for executing the task as per scope of work and has the requisite permission/license for the equipment/ software. It will be the responsibility of the bidder to enter into inter se RFP with such other service provider(s) so as to ensure uninterrupted operations.

**5.3.2 In addition to the above, the Bidder would also be required to ensure the following:**

- a) In case any part of the work / process is required to be out-sourced by the Bidder, the Bidder shall inform the Bank.
- b) The Bidder must ensure and confirm due diligence / KYC / Physical verification of its own as well as the employees of its service providers / sub-contractors and must be able to provide documentary evidence for the same to the satisfaction of the Bank.
- c) The Bidder must build adequate safeguards to ensure that the information/ documents/ records/ assets of the Bank are maintained in a way that the same are safe and there is no commingling of similar information with that of other organizations to which it may be providing services.
- d) The Bidder shall ensure preservation of all documents / data in accordance with all legal/ regulatory obligations as advised from time to time.
- e) The Bidder shall be liable for any data breach/ loss/ damage by Service

- Provider/ their contractor(s)/ sub-contractor(s) or its employees or employees of its contractor(s)/ sub-contractor(s) including any legal consequences arising out of any such breach/ loss / damage.
- f) The successful bidder shall submit the undertaking to provide the **Business Continuity Plan (BCP)** acceptable to the Bank before the Bank places the Work Order on the Bidder. It shall be the responsibility of the Service Provider to submit a comprehensive Business Continuity Plan (BCP) and **Management of Disaster Recovery (DR) Plan** for the approval of PNB. The said plans:
- i. To ensure the continuous availability of End-to-End solution for Merchant Acquiring Business.
  - ii. To identify mission critical activities and their respective single points of failure.
  - iii. To have specific disaster recovery strategy for mission critical activities.
  - iv. To have disaster recovery strategy, which is well developed, documented, tested and maintained on a regular basis.
  - v. To recover and perform system operations at an alternate facility.
  - vi. To provide access rights/visitation rights to PNB officials, RBI auditors etc from time to time for verification and/or audit purposes; and
  - vii. To provide periodic joint testing and recovery exercises.

To develop, customize and periodical up-gradation of terminal application software from time to time, as per requirement of the Bank and in compliance to the guidelines issued by the Government of India, Regulatory authorities viz. RBI, DFS, MEITY, etc and Scheme Fees viz. VISA/MasterCard/RUPAY etc., without any extra cost to Bank.

#### **5.4 Amendments to Bidding Document:**

- i. At any time prior to deadline for submission of Bids, the Bank, for any reason, whatsoever, at its own initiative or in response to a clarification requested by prospective bidder, may modify the bidding document, by amendment.
- ii. Notification of amendments will be made available on the Bank's website [www.pnbindia.in](http://www.pnbindia.in) or <https://etender.pnbnet.in> and will be binding on all bidders and no separate communication will be issued in this regard
- iii. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids.

## **6 BID SYSTEM OFFER :**

6.1 Bid shall have the following 2 (two) parts: PART-A and PART-B

### **PART-A**

**Part-A (i) Eligibility Conformity** i.e. Compliance of Bidder(s) to Eligibility Criteria of RFP. For Format/instructions, refer to **APPENDIX-A**

**Part-A (ii) Technical Proposal** i.e. Response of Bidder(s) to the Technical & Functional requirement specification. For Format/instructions, refer to **APPENDIX-B**

**PART-B Commercial Bid:**

Furnishing all relevant information as required as per ANNEXURE-15. The format for submission of Commercial bid is as per **APPENDIX-C**. For illustrations, kindly refer to **Annexure 15-A**.

**6.2 PREPARATIONS OF BIDS:**

- i. The Bid shall be typed or written in English language preferably with font type Arial & font size of 12 in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- ii. The two parts as stated above, should be placed in two separate envelopes super scribed with **Part A 'Conformity to Eligibility Criteria and 'Technical Proposal' and Part B) 'Commercial Bid'** and properly closed and sealed. Thereafter, all the envelopes shall be placed inside another envelope and properly closed and sealed. The final envelope should be super scribed as "Offer Selection of Bidder to Set up, Manage and Operate Merchant Acquiring Business through POS on Monthly Rental (Opex Model) as well as Capex Model on monthly charges for Back-end services" in response to RFP on the top of the envelope.
- iii. All the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures/leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be paginated with Name, Seal and Signature of the Authorized Signatory. Bids with erasing / overwriting / cutting without authentication will be liable for rejection.
- iv. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- v. Authorization letter for signing the Bid documents duly signed by Company's Authorized signatory should be submitted.
- vi. All the envelopes shall bear the name and complete postal address of the bidder as well as the addressee, namely the Assistant General Manager, Punjab National Bank, Corporate Office, Credit Card Division, 3rd Floor, East Wing, A-Block Dwarka sector-10 New Delhi – 110075.

**6.3 Part A (i)-Conformity to Eligibility Criteria:**

- i. Before submitting the bid, the bidders should ensure that they conform to the eligibility criteria as stated in **Annexure-2** of RFP.
- ii. The Conformity to Eligibility Criteria as per **Annexure-2** among others

must contain Receipt of the amount paid towards the cost of the Bid document and EMD/ Bank Guarantee in lieu of EMD as per **Appendix-Eof** Instructions of this document.

- iii. The Conformity to Eligibility Criteria should be complete in all respects and contain all information sought for, as per **Appendix-A**.
- iv. After ensuring the above, it shall be placed inside a separate Envelope and sealed and super scribed on the top of the cover as “**Proposal-Part-A(i)** for “Selection of Bidder to Set up, Manage and Operate Merchant Acquiring Business through POS on Monthly Rental (Opex Model) as well as Capex Model on monthly charges for Back-end services.

#### **6.4 Part A (ii)-Technical Proposal:**

- i. Technical Proposal should be complete in all respects and should cover all Products & Services. It should be submitted as per the instructions contained in **APPENDIX-B**.
- ii. Relevant technical details and documents should be provided along with Technical Proposal.
- iii. If the offer of the Bidder is different from the Scope or requirement furnished in the RFP, the bidder has to substantiate the reason for such deviations. The Bank shall not allow/ permit changes in the technical specifications once it is submitted.
- iv. Technical information in the form of Brochures/ Manuals/CD etc. must be submitted in support of the Technical Offer made.
- v. The Technical Proposal is to be sealed in a separate Envelope super scribed on the top of the cover as “**Technical Proposal Part-A(ii) for Selection of Bidder to Set up, Manage and Operate Merchant Acquiring Business through POS terminals on Monthly Rental (OpexModel)as well as Capex Model with monthly charges for back end services**”and should be submitted with Part A(i).

Note:- *The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer.*

#### **6.5 Part B- Commercial Bid:**

- i. The Commercial Bid is to be sealed in a separate sealed envelope super scribed on the top of the cover as “ **PART-B Commercial Bid for Selection of Bidder to Set up, Manage and Operate Merchant Acquiring Business through POS terminal on Monthly Rental (OpexModel) as well as Capex Model with monthly charges for back end services**”.
- ii. Commercial Bid shall be submitted as per **ANNEXURE-15**.
- iii. Bidder must ensure that there are no typographical or arithmetic errors in Commercial Offer. All fields must be filled up correctly. Any change in the format may render the bid liable for rejection. The Commercial Bids that are incomplete or overwritten or with cutting/alteration or conditional are liable to be rejected.

- iv. The Bidder should indicate price exclusive of applicable taxes.

*Note:-Under no circumstances the Commercial Bid should be kept in envelop of Part-A (i.e.Conformity to Eligibility Criteria and Technical Proposal). The placement of Commercial Bid in Part-A covers will make bid liable for rejection.*

## **7 SUBMISSION OF BIDS :**

- i. The Bids should be submitted On-line as well as in Physical form.
- ii. 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 <https://etender.pnbnet.in>. The bid Submitted by the bidder using Digital Certificate is binding on the bidder to the contract.
- iii. The bidder must submit proof of online submission of the bid along with the physical bid.
- iv. The bidder must ensure that the Physical Bids, duly signed & sealed by authorized official, on the prescribed formats as given above, are delivered, in properly sealed envelopes addressed to “The Assistant General Manager, Punjab National Bank, Corporate Office, Credit Card Division- (M A B)3<sup>rd</sup> Floor, East Wing, A-Block, Dwarka ,Sec-10 ,New Delhi – 110075” during working hours at the following address:

**Punjab National Bank, Corporate office, Credit Card Division,  
Plot No.4, East Wing, A-Block Sec-10, Dwarka New Delhi-  
110075  
Tel: 011- 28044736, 28044541**

The bidder can, download RFP document from website, on payment of an amount of **Rs.25,000/- ( Rs. Twenty five thousand only)**online (Net banking/NEFT)in favour of Punjab National Bank as per details given below:

Name of the Account : ImprestAccount,-Credit Card Venture Division  
Type of Account : Current Account  
Bank &Branch : Punjab National Bank, SansadMarg, New Delhi -110

001

Account No : 0153002100566267  
IFSC Code : PUNB0015300

**NOTE:-***Bidders are required to also submit attested true copies of all 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, contents in the on-line bid shall be valid and acceptable.*

## **8. Earnest Money Deposit (EMD)/Bank Guarantee In Lieu of EMD:**

- i. The bidder shall furnish non-interest earning **Earnest Money Deposit (EMD) of Rs. 25,00,000/- (Rupees Twenty five lacs Only)** in favour of Punjab National Bank and details should be kept along with the Part-A – Conformity to Eligibility Criteria and Technical Proposal.

- ii. In Case the EMD is submitted in the form of Bank Guarantee, the same should be valid for a minimum period of 6 months with additional claim period of 3 months. The format for submission of EMD in the form of Bank Guarantee is as per APPENDIX-E.

**9. Erasures or Alterations:**

- i. The Offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections, alterations or overwriting in the offer.
- ii. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in.
- iii. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. The Bank may treat such Offers as not adhering to the tender guidelines and as unacceptable.

**10. Assumptions/Presumptions/Modifications:**

Any assumption, modifications, terms, conditions, deviation etc., which the bidder includes in any part of the Bidder's response to this RFP, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, modifications, terms, conditions deviations etc., have been accepted by the Bank and communicated to the bidder in writing.

**11. Release of Earnest Money Deposit (EMD):**

- i. In case of unsuccessful bidders, the EMD will be returned to the unsuccessful bidders (without interest) on completion of the Bid process.
- ii. EMD of successful bidder will be returned (without interest) on submission of the Performance Bank Guarantee (PBG) as per the terms of the RFP.
- iii. In case the Bid process is cancelled, dissolved or scrapped, EMD of the Bidders will be summarily returned (without interest).

**12. The BID EMD will be forfeited in case of :**

- i. Withdrawal of the bid by a bidder after opening of the bid.
- ii. Successful bidder not accepting the Offer/Work Order within the period as defined in this RFP.
- iii. Withdrawal/back out from the commitments by the successful bidder.

**13. BID OPENING AND EVALUATION**

**13.1 BID OPENING:**

- i. 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 days as per scheduled time and venue.

- ii. **Preliminary Scrutiny:**

The Bank will scrutinize the Bid/s received to determine whether they are complete in all respects as per the requirement of RFP, whether the documents have been properly signed, whether items are offered as per RFP requirements and whethertechnical documentation as required to evaluate the offer has been submitted.

Prior to detailed evaluation, the Bank will determine the responsiveness of each Bid to the bidding document. Responsiveness means that the bid conforms to all terms and conditions of the Eligibility Criteria and bidding document is submitted without any material deviations.

iii. **CLARIFICATIONS OF OFFERS:**

During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The bidder has to respond to the bank and submit the relevant proof /supporting documents required against clarifications, if applicable. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the Bank.

iv. **CORRECTION OF ERROR:**

The Bank, at its discretion, may waive any non-conformity or any irregularity in the bid offer. This waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.

v. 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.

vi. **After that, Part A- Conformity to Eligibility Criteria and Technical Proposal** shall be opened in the presence of the Bidder's representative/s that may choose to attend the bid opening as per following schedule.

Date	Day	Time	Venue
			Punjab National Bank, Corporate Office, Credit Card Division, 3 <sup>rd</sup> Floor, East Wing, A-Block, Dwarka, Sec-10, New Delhi-110075

Bidder's representative may be present in the place and venue well in time along with an authorization letter in hand for each bid opening under this RFP, as per theformat(ANNEXURE-4) enclosed.

**Non-Compliance of terms & conditions mentioned in the eligibility criteria may render the bid ineligible.**

Attendance of all the representatives of the bidders who are present at bid opening will be taken in a register against Name, Name of the Company and with full signature.

**Note:** Authorization letter should be carried in person and shall not be placed inside any of the bid covers.

- vii. **Bidders Presentation /Site Visits / Service Demonstration/POC:**
- a. Technical bids of only those bidders who satisfy the eligibility criteria defined in RFP document, will be further evaluated.
  - b. The Bidders who are qualified in eligibility evaluation have to give Presentation/interactions before panel of representatives of Bank on the methodology/ approach, time frame for various activities, strengths of the Bidders in carrying out the tasks as per the 'Scope of the Work' of the RFP.
  - c. The technical competence and capability of the Bidder should be clearly reflected in the presentation.
  - d. If any short listed Bidder fails to make such presentation, the Bidder will be eliminated from the evaluation process.
  - e. At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP, by the Technical Evaluation Committee.

**NOTE: Setting of evaluation criteria for service demonstrations shall be entirely at the discretion of the Bank. The decision of Bank in this regard shall be final and in this regard, no correspondence shall be entertained.**

### **13.2 EVALUATION OF BIDS :**

- i. 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-15A.
- ii. The Bid will be evaluated by "**Bid Evaluation Committees**" constituted by the Bank for this purpose. If warranted, the Bank may engage the services of external consultants for evaluation of the bid. It is Bank's discretion to decide at the relevant point of time.
- iii. The Bank will evaluate the bid submitted by the bidders under this RFP. The Part-A (i) Conformity to Eligibility Criteria submitted by the bidder will be evaluated based on Annexure-II **of RFP.**
- iv. The Part A (ii)-Technical Proposal of only those bidders who qualified in Part A-Conformity to Eligibility Criteria, will be opened by the Bank and shall be evaluated on the basis of Annexure-9 and Annexure-10 of the RFP.
- v. The Commercial Bid will be opened only of those Bidders who qualify in the Technical Bid.

**Under technical bid evaluation, scoring will be based on technical compliance matrix as given below:**

S.No.	Technical Evaluation	Max Score
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1	Score of Bidder's response to Technical requirements on the basis of Annexure-10	80
2	Demonstration and Presentation of 'End-to-End Solution'	20
	<b>TOTAL SCORE</b>	<b>100</b>

The Technical Proposal submitted by the Bidder(s) will be evaluated by the "Bid Evaluation Committee" constituted by the Bank based on technical specifications and the documents stipulated in Technical Proposal/Bid. Bidders who succeed to score at least 75% marks shall qualify in Technical Evaluation and will be eligible for commercial bid.

- vi. The Commercial Bid of only those bidders who qualify in Part A(ii) – Technical Proposal/Bid will be reckoned for opening the Commercial Bid. Format for submission of Commercial Bid is placed at Annexure-15.
- vii. The final selection of the bidder(s) would be from amongst the bidders shortlisted after the technical evaluation as per the illustration given above and on the basis of the L1 criteria arrived at based on the commercial bids submitted by them.
- viii. Such selection would be based on the final cost arrived at for the bidders as per the procedure enumerated in Annexure-15.

#### **14. SHORT-LISTING OF BIDDERS:**

The Bank will prepare a list of technically qualified bidders on the basis of evaluation of Part-A(ii) "Technical bid" and the names of shortlisted bidders would be announced on the Bank's website [www.pnbindia.biz](http://www.pnbindia.biz)/Notice Board.

#### **15. PRELIMINARY EXAMINATION:**

- i. Bank reserves the right to correct any arithmetical errors furnished in the Commercial Bid. Bank may waive off any infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.
- ii. If there is a discrepancy between words and figures, the rate/ amount in words shall prevail. If the bidder does not accept the correction of errors, the bid will be rejected.

#### **16. LIQUIDATED DAMAGES:**

- i. If the Bidder fails to deliver or perform the services within the stipulated time schedule as decided in SLA, PNB shall, without prejudice to its other remedies available under the agreement /contract, deduct from the ordered price, the liquidated damages @ 1% of the amount of Invoice/Bill drawn for the preceding month for each week or part thereof of such delay, subject to a maximum of 10% of the monthly invoice for a cumulative period of 10 weeks, until satisfactory performance is ensured. PNB reserves all the rights to levy the penalties under the Contract in case satisfactory services are not restored. Bank is entitled to withhold or deduct liquidated damages from the price under the Contract or any other amount, which is due to Bidder from this Contract.
- ii. Any loss caused to the Bank or claims made against the Bank

owing to non-performance of the service provider as per the SLA, or non-compliance of the Regulatory guidelines, will attract liquidated damages to the extent that the claim is made against the Bank. The Bank reserves the right to recover this amount from any dues payable or to accrue to the Service Provider in future in any form.

- iii. Any financial loss to the Bank on account of fraud/data breach/loss/damage taking place due to the Bidder's, its employees or their service provider's negligence shall be recoverable from the Bidder along with the damages, if any, with regard to Bank's reputation and goodwill. Decision of the Bank in this regard shall be final and binding on the Bidder.
- iv. Regulatory Compliance: The Bidder shall be held liable for any non-compliance or delay in compliance to Regulatory/Statutory guidelines. Any new advisory/guidelines issued by regulatory authorities like RBI, MoF, DFS, GOI etc need to be implemented free of cost. Any penalty imposed by the Regulator on Bank will be the responsibility and liability of the Bidder.

## **17. PROCEDURE FOR FINALISING THE SUCCESSFUL BIDDER(s):**

### **17.1 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 -15A.
- 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-15.

### **17.2 THE BID QUOTING:**

- i. The monthly rent per unit quoted by the Bidder for each type of POS terminal in the Commercial Bid will be inclusive of charges for all related activities such as installation, maintenance & management of terminals, reconciliation, addressing of charge back & holdover, replenishment of consumables etc.

The Bidder quoting the lowest monthly rental per unit will get the highest marks under the category of that item and others will get proportionate marks on percentile basis, rounding to two decimal places. The Bidder getting the highest combined score for all quoted items will be L1.

The lowest of the bids shall be selected, who secures the maximum marks, as illustrated in Annexure-15A.

- ii. 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.

- 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. Bank reserves its right to select one more Bidder in addition to L1 and allocate work to it provided it is ready to match quotes of L1. In case more than one Bidder is selected, L1 will be entitled for 60% of the total business(including migration) and other will get 40%.
- v. 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.
- vi. The Bank reserves its' right to select more than one bidder and distribute orders between L1,L2 and L3 in the ratio of "40:30:30" depending upon the number of bids received and in case the L1 prices are matched by the subsequent bidders as explained below:
  - a) In case the Bank wishes to appoint two bidders as above, the L2 bidder shall be required to match the prices quoted by the L1 bidder within 7 days from the date of opening of bid.
  - b) In case the L2 bidder does not / cannot match the prices with the L1 bidder, the bank then shall have the option to make an offer and negotiate with the L3 bidder and so on and so forth.
  - c) In case the bank wishes to select two bidders, the work would be divided between the selected bidders, in the proportion of 60:40, where the L1 bidder would be awarded 60% of the work.
  - d) In case L2/L3 does not agree to match the prices quoted by L1, bank can place the entire order with the L1 bidder and the L1 bidder would be required to meet the entire requirement of the Bank.
  - e) In case of non-performance by a Service Provider, where the work has been awarded to more than one bidder, the Bank reserves its' discretion to modify the stipulated proportion of 60:40 with regard to subsequent work orders.
  - f) Bank reserve the rights to allocate any region to any bidder as per Bank's discretion.
- vii. 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.
- viii. The bank reserves the right to modify/cancel/re-tender and/or dissolve the bidding process or even reject all bids at any time prior to award of contract, without assigning any reasons whatsoever and without thereby incurring 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.  
The Bank reserves the right to modify any terms, conditions and specifications of the RFP at any time prior to the award of Contract and Bank reserves the right to obtain revised price bids from the bidders with regard to change in RFP clauses. The Bank reserves the right to accept any bid in whole or in part. The bank reserves the right to release part order or more than one order.

#### **18.ACCEPTANCE OF OFFER:**

The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does

not bind itself to accept the lowest or any Bid. Bank reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender the RFP with or without modification.

**19. AWARD OF CONTRACT:**

- i. The Bank will notify the name of the selected Bidder on the Notice Board/ website of the Bank and also by e-mail to the successful bidder. In case Bank exercise its right to select additional bidders, name of such selected bidders will also be displayed on website later on and email will also be sent to them in due course.
- ii. The selected bidder shall submit the acceptance of the order within seven (7) days from the date of receipt of the order. Conditional or qualified acceptance shall be rejected.

**20. PROJECT OWNERSHIP:**

- i. If the bidder is engaging any third party in executing the project, details there of shall be furnished. The bidder shall detail the responsibilities of such third parties involved and also submit a **Letter of Undertaking** from the parties mentioning their consent and assurance for satisfactory performance of the project. The bidder must specify any and all relationships with third parties in respect of the ownership, which are relevant to this RFP.
- ii. **Ownership Letter** by the bidder to be submitted (Under taking letter by the bidder taking the ownership of the project execution in case third party is also involved in project execution either fully or partially. The bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership).
- iii. The bidder will also submit a copy of the agreement executed between the bidder and the third party.

**21. USE OF CONTRACT DOCUMENTS AND INFORMATION:**

The Bidders shall not, without the Bank's prior written consent, make use of any document or information provided by Bidder in Bid document or otherwise except for purposes of performing contract. The proposal and all supporting documents submitted by the Bidder(s) shall become the property of the Bank.

**22. PATENT RIGHTS:**

1. The Bidder shall indemnify the bank against all third-party claims of infringement of Patent, Trademark or Industrial Design rights arising from use of the Goods, or any part thereof in India. The Bidder shall, at their own expense, defend and indemnify the Bank against all third-party claims or infringement of intellectual Property Rights, including Patent, Trademark, Copyrights, Trade Secret or Industrial Design rights arising from use of the products or any part thereof in India or abroad. The Bidder 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 Bidder shall be fully responsible for, including all expenses and court and legal fees. The Bank will give notice to

the Bidder of any such claim without delay, provide reasonable assistance to the Bidder in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

**23. RESOLUTION OF DISPUTES: -**

All disputes and differences of any kind whatsoever, arising out of or in connection with this Contract/ Agreement executed by the successful bidder or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there in the specific disputes. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators; one to be nominated by each party and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of arbitration shall be at the sole discretion of the Bank at New Delhi, INDIA. The arbitrator shall be the one of the existing working General Manager/retired General Manager of Punjab National Bank.

**24. USE OF CONTRACT DOCUMENTS AND INFORMATION:**

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

**25. DELAYS IN THE BIDDER'S PERFORMANCE:**

Delivery of the goods and performance of the Services shall be made by the bidder in accordance with the time schedule specified by purchaser. Any delay in performing the obligation by the bidder will result in imposition of liquidated damages and/or termination of rate contract for default. In case of undue delay, the Bank reserves the right to forfeit the amount of Performance Guarantee.

**26. 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.

In the event of any such intervening Force Majeure, the Bidder shall notify the Bank in writing of such circumstances and the cause thereof immediately within five Calendar days. Unless otherwise directed by the Bank, the Bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three (3) months, the Bank and the Bidder shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder

## **27. CONFIDENTIALITY AND NON DISCLOSURE:**

**The successful bidder will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per following:-**

- i. 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.
- ii. 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.
- iii. 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 relieve against any such person.
- iv. 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.
- v. That the successful bidder will strictly maintain the secrecy of Bank's data.

**28. REVIEW OF THE PERFORMANCE /TERMINATION OF CONTRACT:**

- a) The performance and the quality of services given by the Bidder will be reviewed by the Bank in every 3 months.
- b) If performance of the services rendered by the Bidder are not found satisfactory and/or jeopardizing the interests of the Bank, then the Bank reserves the right to terminate the contract by giving 3 months notice to the Bidder.
- c) However, in case the Bidder intends to withdraw or back out from the Contract, it will have to inform the Bank by giving a minimum of 6 (six) months advance notice.
- d) The decision of the bank regarding quality of services and termination of contract shall be final and binding on the Bidder.

**290. TERMS AND CONDITIONS****30.1 EFFECTIVE DATE:**

The effective date shall be date of acceptance of the order by the selected bidder. However, the bidder shall submit the acceptance of the order within seven (7) days from the date of receipt of order. The Bank reserves the right to consider the late acceptance of the order, if any, at its discretion.

**30.2 Project Execution :**

The selected bidder shall nominate a competent person as Project Manager under intimation to bank immediately on acceptance of the order, who shall be the single point of contact for the project. However, for escalation purpose, details of other persons shall also be given.

**30.3 EXECUTION OF AGREEMENT:**

The selected bidder(s) shall mandatorily enter into a Service Level Agreement (SLA), Non-Disclosure Agreement (NDA) and Integrity Pact (IP) with the Bank, within 21 days from the date of acceptance of the Order or within such extended period as may be specified by the Bank at the time, place and in the format prescribed by the Bank. Failure to execute the Agreement makes the amount of EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected bidder.

The Agreement shall include all terms, conditions and specifications of RFP and also the Commercials and Price, as agreed finally after Bid evaluation. The Contract shall be executed in English language in two original, out of which one will be retained by the Bank and other by the successful bidder. The contract shall be valid till all contractual obligations are fulfilled.

**30.4 DURATION OF CONTRACT:**

Bank will enter into contract initially for a period of Five (5) years from the date of execution of Agreement which may **further be extended for two terms of one year each based on the satisfactory performance of bidder** and at Bank's sole discretion. There shall be a yearly review of the performance of the Bidder by the Bank.

However, 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.

### 30.5 UPTIME:

Bidder is required to maintain uptime for POS Infrastructure as per below  
**Penalty Clause:**

- a) The Selected bidder has to install POS terminal within five (5 ) days in case of Metro/Urban areas, Seven (7) days in case of semi-urban areas and ten(10) days in case of rural areas/North East region after getting installation approval from the Bank.
- b) The Selected bidder shall be charged penalty for not adhering to the time schedule of delivery/installation/making the POS terminal operational at the rate of **Rs. 1000/- per day per POS terminal.**
- c) Penalties at the rate of Rs 1000/- per day per POS will be levied on selected bidder in case the POS is down for more than 24 hours in metro and urban areas, more than 48 hours in a semi-urban and 72 hours rural area. These penalties will be applicable if terminal is not working because of any reason attributable to the service provider / bidder which could, inter-alia, include malfunctioning of the POS machine, non-availability of consumables, non-operation of Server of the service provider, or due to deficiency or non-availability of services as stated in the scope of work. The Service Provider may provide temporary equivalent replacement as a workable solution to avoid the above penalty.
- d) Though the expected uptime level is 100 %, the minimum acceptable level of system uptime is 98% in Metro and urban centres and 96% in other centres to be computed on a monthly basis subject to verification by the Bank or through its authorized representative. Penalty for each percentage point lower than the acceptable uptime would attract a penalty of 1% (One percent) of the billing amount for the month. The Bidder shall furnish the Uptime Report to the Bank on daily basis and same should be incorporated in the Dash Board also.
- e) In case of loss to the Bank due to delay in uploading settlement files to respective network beyond cut-off time, the service provider has to compensate the Bank for the losses in addition of actual losses plus 2% above banks prevailing BankRate of lending.
- f) For purpose of calculating penalty, uptime is calculated as under:  

$$\text{Uptime (\%)} = \frac{[(\text{Sum of total hours during month} - \text{Sum of downtime hours during month}) \times 100]}{\text{Sum of total hours during the month}}$$
- g) Switching services downtime attributable to vendor (scheduled downtimes during off peak hours permitted by Bank would be excluded) will be penalized Rs 1000/-per minute for first thirty minutes, thereafter 2000/-per minute. E.g: If switch remains down for 70 minutes (on more than one occasion),the penalty for the month would be Rs 30000 +Rs 80000 =Rs 110000/-
- h) Delay in sharing of FIRC statement with Bank as well as terminal holders (To be received by 5th working day of the subsequent month for

allmerchants) will be penalized as Number of days delayed/100% of the management fee for that month.

- i) The Selected bidder shall ensure that the meantime between failures (including any malfunctioning, breakdown or fault) in the equipment/POS Terminal or any part thereof, as calculated during any and every quarter (period of three consecutive months) is not less than 90 days.
- j) Non-compliance of Merchant for dispute fulfilment owing to lack of communication (e mail / SMS and telephonic) from Service Provider to merchant (Beyond TAT as applicable for each such dispute) Penalty would be actual transaction amount of the dispute and any other direct losses to Bank owing lapses in services
- k) Preventive maintenance: the Selected bidder shall conduct Preventive Maintenance {including but not limited to Merchant Training (wherever needed) inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, and necessary repair of the equipment} once within first 15 days of the installation and thereafter once in a month during the currency of this RFP on a day and time to be suitable to the Merchant. The consolidated report counter signed by visited merchant should be submitted to Bank on regular basis (monthly).
- l) Any future upgrade/enhancement necessitated to meet any regulatory/GOVT/Stake holders/Bank compliance shall be carried out by Bidder(s) within stipulated timeframe, at no extra cost to bank. Further, no visit/service charges will be borne by the Bank for up gradation of the software/hardware level for web crawling solution's functionality to meet regulatory/govt. compliance.

Apart from the penalty clauses given herein above, in case a complaint regarding POS terminal remains unresolved or open for a period more than seven (7) days counted from the date of lodgment of compliant, then rental charges for that particular POS terminal will not be payable to the Bidder for full month. In such event, the Service provider if credited without deducting the rental charges for that month, the Bidder shall refund the amount forthwith to Bank on demand or Bank can deduct the same from the future payments payable to the Bidder.

### **30.6 PRICING & PAYMENTS:**

- i. The Price offered to the Bank must be in Indian Rupees and exclusive of all taxes. The Bidder has to inform the rate of applicable taxes separately.
- ii. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract.
- iii. From the date of placing the order till the delivery of the product/solution/certification, if any changes are brought in the duties such as excise/customs etc., by the Government resulting in reduction of the cost of the systems, the benefit arising out of such reduction shall be passed on to the Bank.
- iv. Applicable Taxes will be paid at actual to the maximum of taxes indicated in the Commercial Bid. If there is any delay in delivery of the

solution ordered on account of the Bidder, then any increase in tax rate has to be borne by the bidder. However, if any decrease in the tax rates, then the taxes at actual will be paid.

- v. Bank reserves the right to renegotiate the commercial with Bidder for downward revision as per prevailing market trend, at an interval of every two (2) years.

### 30.7 PAYMENT TERMS:

Payment terms shall be on monthly basis, based on invoices provided by the bidders to the Bank for the POS terminals deployed by the Bidder at Merchant location. Date of making POS terminals operational at Merchant location shall be considered for calculation of rent. Invoices submitted by the bidder must accompany terminal wise downtime report.

The Bidder must accept the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.

The payments will be released only through NEFT / RGTS and the Selected Bidder has to provide necessary Bank Details like Account Number, Bank's Name with Branch, IFSC Code etc.

The payment will be released after deducting applicable taxes (TDS) etc., if any.

### 30.8 SECURITY DEPOSIT/PERFORMANCE BANK GUARANTEE:

- i. The successful bidder should submit a Security Deposit/Performance Guarantee acceptable to the bank for **INR 2.00 Crore (INR Two Crores only) within 15 days** from the date of acceptance of the Order.
- ii. If the Security Deposit /Performance Guarantee is not submitted within the time stipulated above, penalty at Rs.10.00 lakh (Rs. Ten lakhs only) for each week of delay or part thereof & upto a maximum of 2 weeks will be deducted from the subsequent payments. In case of any delay over & above this period, Bank reserves the right to terminate the Contract with the Bidder. In this case, Bank also reserves the right to forfeit the proceeds of EMD and also, initiate suitable action to black-list the Bidder. Besides, the Bank, at its discretion, may also offer the work order to the L2 Bidder.
- iii. Performance Bank Guarantee obtained from any of the Scheduled Commercial Banks (Other than Punjab National Bank) acceptable to the Bank submitted or security deposit made should be valid for a period of **39 months**, from the date of acceptance of order and shall be retained till the completion of contract period. The guarantee should also contain a **claim period of three months** from the last date of validity. However,

it should be as per the bank's format (**APPENDIX-D**). **The proceeds of the Bank Guarantee shall be payable to the Bank as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.**

- iv. The selected bidder shall be liable for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of non-completion of the project.
- v. The security deposit / bank guarantee will be returned to the bidder **within six (6) months** after completion of the contract period/extended period of the contract with the consent of both the parties, whichever is later.
- vi. The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The assessment of performance will be the sole discretions of the bank. The Bank shall be notifying the selected bidder in writing before invoking the Bank guarantee.
- vii. In case of selection of two successful bidders i.e. L1 and L2 bidders, ; Bank, at its discretion, may reduce the amount of Performance Bank Guarantee (PBG) for L2 Bidder, keeping in view the volume of business to be provided. However, the BG will have a validity period of 63 months including 3 months claim period. The proceeds of the Bank Guarantee shall be payable to the Bank as compensation for any loss resulting from the Bidder's failure to complete its obligations under the contract

### **30.9 ORDER CANCELLATIONS:**

The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of Liquidated damages as per the terms of the contract, in the event of one or more of the following conditions:

- a) Delay in delivery of solution beyond the specified period.
- b) Serious discrepancies noted in the solution delivered
- c) Breaches in the terms and conditions of the Order.
- d) Non satisfactory performance of bidder during the contract period.
- e) In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.
- f) Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services during the contract period.

### **30.10 SOFTWARE, DRIVERS AND MANUALS:**

The bidder shall supply along with each item, all the related documents, manuals, catalogues, if any, without any cost to the Bank. The media and documents shall be in English.

**30.11 TRAINING:**

The Selected bidder shall provide the training to the bank's personnel as described below:

The Bidder shall provide extensive training, on its product, to users including branch officials, Credit Card Division officials/staff etc. The training will have to be provided at New Delhi and all cost of trainers and training material in providing 3 training batches to Bank's officials shall be borne by the bidder.

The Bidder shall provide a detailed operations and maintenance manual for use of the staff including training the Bank's personnel. Bidder should submit detailed course content and provisional agenda along with the Bid. The course will be designed in such a capsule manner that duration will be of 1 -2 days.

**30.12 Adherence to Terms and Conditions:**

- i. The Bidders who wish to submit responses to this RFP should note that they should abide (in true intent and spirit) by all the terms and conditions contained in the RFP.
- ii. If the responses contain any extraneous conditions put in by respondents, such responses may be disqualified and may not be considered for the selection process.

**30.13 Adherence To Standards:**

- i. The bidder should adhere to approved standards in the process and delivered goods.
- ii. The Bank reserves the right to ascertain information from the other Banks and institutions to which the Bidders have rendered their services for execution of similar projects.

**30.14 Single Point Of Contact:**

The selected Bidder has to provide details of single point of contact viz. Name, designation, address, e-mail address, telephone/mobile no., Etc

**30.15 Authorized Signatory:**

- i. The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract.
- ii. The selected Bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign RFPs/contracts with the Bank. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank.

**30.16 No Employer-Employee Relationship**

The Bidder or any of its holding/subsidiary/joint-venture/ affiliate / group/ client companies or any of their employees / officers / staff / personnel representatives/agents shall not, under any circumstances, be deemed

to have any employer-employee relationship with the Bank or any of its employees/officers/ staff/representatives/ personnel/agents. The employees engaged by the Bidder and its Sub-Contractors shall be construed to be the employees of the Bidder & Sub-Contractors and they alone would comply with the statutory obligations and Labour Regulations/Rules with regard to their respective employees.

**30.17 Vicarious Liability:**

The Bidder shall be the principal employer of the employees, agents, contractors, Subcontractors etc., engaged by the Bidder and shall be vicariously liable for all the acts, deeds, matters or things, of such persons whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the bidder, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the bidder shall be paid by the bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Bidder's employees, agents, contractors, subcontractors etc. The bidder shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Bidder's employees, agents, contractors, subcontractors etc

**30.18 Cancellation of Contract and Compensation:**

The Bank reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by the Bank in any of the following circumstances. The Bank would provide **30 (Thirty only) days' notice** to rectify any breach/ unsatisfactory progress:

- a) The selected Bidder commits a breach of any of the terms and conditions of the bid/contract.
- b) The Bidder becomes insolvent or goes into liquidation voluntarily or otherwise.
- c) An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
- d) The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.
- e) If the selected Bidder fails to complete the due performance of the contract in accordance with the agreed terms and conditions.

After the award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out for the execution of the balance of the contract. This clause is also applicable, if for any reason, the contract is cancelled.

The Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking Bank Guarantee/Security Deposit, if any, under this contract.

### **30.19 INTELLECTUAL PROPERTY RIGHTS:**

- i. Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.
- ii. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed solution.

### **30.20 Roles & Responsibility of Bidder during Project Implementation:**

- i. All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation, testing, commissioning, maintenance shall be provided by the Bidder at no extra cost to the Bank for completing the scope of work as per this RFP.
- ii. The selected Bidder shall take all steps to ensure safety of bidder's and the bank's personnel during execution of the contract and also be liable for any consequences due to omission or act of the selected bidder or their sub-bidders.
- iii. In case any damage of Bank's property during execution of work is attributable to the bidder, bidder has to replace the damaged property at his own cost.
- iv. The cost of migration existing as well as new entities which will be amalgamated in currently or in future, if any from the existing service provider to the new service provider will be borne entirely by the newly selected bidders.

### **30.21 INDEMNITY:**

- i. The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:
  - a. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder.
  - b. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder.
- ii. Further, the bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of PCI-DSS & PA-DSS compliance of POS Infrastructure for POS Terminals, supplied by them.
- iii. Claims made by the Bank/third parties in case of infringement of Intellectual property rights including copyrights, patents and other intellectual property rights of any nature whatsoever for claims relating to the loss of damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited of the bidder.
- iv. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.

#### **30.22 INSPECTION/ AUDIT OF RECORDS:**

- i. Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of records including Hardware, Software provided to the Bank under the RFP.
- ii. PNB may, at its discretion after giving 7 working days prior intimation, audit at its own cost the services provided for last two years under this RFP by Service Provider by its external / internal auditors or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on Service Provider in conjunction with the services performed for PNB.
- iii. Service Provider recognizes right of the Reserve Bank of India to conduct an inspection of Service Provider premises, sites or infrastructure, its books and accounts pertaining to the services rendered under this RFP to satisfy any Legal Requirements imposed by the Reserve Bank of India officers or PNB's internal and external auditors.
- iv. PNB reserves the right to call for any relevant material information/report pertaining to services rendered under this RFP at its own cost. Compliance of the observations made by the inspecting officials shall be adhered to by Service Provider.

#### **30.23 ASSIGNMENT:**

- i. The Bidders shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's prior written consent.
- ii. If the Bank undergoes a merger, amalgamation, take-over,

consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Bidder under this RFP.

**30.24 PUBLICITY:**

Any publicity by the bidder in which the name of the Bank is to be used will be done only with the explicit written permission of the Bank.

**30.25 GUARANTEES:**

The bidder should guarantee that the software/solution supplied to the Bank includes all patches, upgrades/ updates etc., and the same are licensed and legally obtained. All software must be supplied with their original and complete printed documentation.

**31 GENERAL CONTRACT /RFP CONDITIONS:**

- i. Neither Bank nor Bidder shall assign any rights or obligations herein without obtaining the prior consent of the other Party.
- ii. No forbearance, indulgence, relaxation or inaction by any Party [Bank or Bidder] at any time to require the performance of any provision of RFP shall in any way affect, diminish, or prejudice the right of such Party to require the performance of that or any other provision of RFP.
- iii. No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of RFP shall be construed as a waiver of any right under or arising out of RFP or an acquiescence to or recognition of any right and/or any position other than that expressly stipulated in the RFP.
- iv. All remedies of either Bank or Bidder under the RFP whether provided herein or conferred by statute, civil law, common law, custom, or trade usage, are cumulative and not alternative may be enforced successively or concurrently.
- v. If any provision of RFP or the application thereof to any person or Party [Bank/Bidder] is or becomes invalid or unenforceable or prohibited by law to any extent, this RFP shall be considered divisible as to such provision, and such provision alone shall be inoperative to such extent and the remainder of the RFP shall be valid and binding as though such provision had not been included.
- vi. None of the provisions of RFP shall be deemed to constitute a partnership between the Parties [Bank and Bidder] and neither Party [Bank nor Bidder] shall have any right or authority to bind the other as the other's agent or representative and no Party shall be deemed to be the agent of the other in any way.
- vii. RFP shall not be intended and shall not be construed to confer on any person other than the Parties [Bank and Bidder] hereto, any rights or remedies herein.
- viii. RFP shall be executed in English language in two original, out of which one will be retained by the Bank and other by the successful bidder.

**32 NEGLIGENCE:**

If the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after

giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected bidder.

**33 CORRUPT AND FRAUDULENT PRACTICES:**

The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The decision of the Bank in determining the above aspects will be final and binding on all the Bidders.

**34 BLACK-LISTING OF THE BIDDER:**

**The Bank may black-list a Bidder through IBA for participating in any such Bid/Tender/RFP process including PNB for a further period of 5 years, under the following circumstances:**

- a. An effort/attempt by a Bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder.
- b. If the Bidder engage in corrupt or fraudulent practices in competing for the contract in question.
- c. Withdrawal/Back-out by the successful Bidder from the commitments as per the timelines specified in the RFP document.
- d. If the Bidder indulges in any such practice or activity thereby jeopardizing the Bank's interest.

The decision of the Bank in determining the above aspects will be final and binding on all the Bidders.

**35 RESOLUTION OF DISPUTES:**

All disputes and differences of any kind whatsoever, arising out of or in connection with this Contract/ RFP executed by the successful bidder or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the RFP) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there in the specific disputes. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators; one to be nominated by each party and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of arbitration shall be at the sole discretion of the Bank at New Delhi, INDIA. The arbitrator shall be the one of the existing working General Manager/retired General Manager of Punjab National Bank.

**36 JURISDICTION OF THE COURT:**

All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the courts in New Delhi and the parties agree to submit themselves to the jurisdiction of such court. This RFP/contract RFP shall be governed by the laws of India.

### **37 EXIT CLAUSE**

- i. The contract period shall commence from the effective Date and shall continue for a period of **fiveyears (60 months)** until completion of Services to be performed under this RFP or unless terminated as set forth herein.
- ii. On expiry of completion of its terms, the Bank may, at its own discretion, consider for extension of the contract on existing terms & conditions and pricing for **two terms of one year each** based on the satisfactory performance of the bidder.

### **38 RIGHTS OF BANK:**

**The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:**

- i. Failure of the successful Bidder to accept the contract and furnish the Performance Guarantee within 15 days of receipt of purchase contract.
- ii. Failure to set up the infrastructure as per the terms of this RFP and commence business as envisaged in this RFP within a reasonable time beyond the timeline specified in this RFP. The decision regarding reasonable time shall be that of the Bank.
- iii. In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder and other possible recourse without prejudice to the Bank thereof.
- iv. The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Bidder at more favourable terms in case such terms are offered in the industry at that time.
- v. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to provide the facilities to the Bank at the site.
- vi. The Bidder shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the Deliverables under this RFP. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required to support the Services.
- vii. Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties or 6 months prior to expiry of the contract. The Bidder should perform a reverse transition mechanism to the Bank or its designated agency. The reverse transition mechanism should be completed within a period of 6 months and against the proper sign off by the bidder and the Bank or its designated agency post the completion of the 90-day notice period to facilitate an orderly transfer of services to the Bank or to an alternative agency nominated by the Bank.
- viii. **The reverse transition services to be provided by the bidder shall include the following:**

- a. The bidder shall suitably and adequately train the Bank's staff members or its designated team for fully and effectively manning, operating and maintaining the data center. Bidder shall provide adequate documentation thereof.
- b. Considering the enormity of the transition assignment, the Bidder should provide all assistance and services required for fully and effectively transitioning the services under the scope of RFP.
- c. The bidder shall jointly manage the data center with the bank or designated team for a reasonable period of time.
- d. The bidder shall assist the bank in relocation of disaster recovery site facility, if desired by the bank.

### 39 WARRANTIES:

- i. All the warranties held by or in the name of the bidder shall be assigned or transferred as-is, in the name of the bank. The bidder shall execute any and all such documents as may be necessary in this regard.
- ii. The parties shall return confidential information and will sign off and acknowledge the return of such confidential information.
- iii. The bidder shall provide all other services as may be agreed by the parties in connection with the reverse transition services.
- iv. The bidder recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the bidder agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the bidder under the scope, upon termination or expiration thereof, for any reason whatsoever.
- v. The existing Bidder would transfer all knowledge, know-how and other things necessary for the Bank or authorized agency to take over and continue to manage the services. The Bidder agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever be for cancellation or exit of the parties.
- vi. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.
- vii. The Bank and the Bidder shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.
- viii. The Bidder agrees that in the event of cancellation or exit or expiry of the contract, it would extend all necessary support to the Bank or to its selected agency/entity as would be required in the events of the shifting of the site and/or selection of a new bidder by the Bank in future, etc. and that the Bidder shall run acquiring system uninterruptedly on the same terms & conditions till the completion of migration.
- ix. In the pursuance of clause (i), Bidder/s to handover all the copies and/or materials including all the originals whether in tangible and/or intangible form to PNB, including but not limited to:
  1. Information, data, computer data and its structure related to PNB and/or its customers.
  2. All or any deliverables as covered under the scope of work.

### 39. RIGHT TO ALTER SCOPE:

In the event of changes in the regulatory guidelines, bank reserves the right to change/ alter the Scope of Work.

#### 40. **SUBCONTRACTING:**

As per scope of the RFP, subcontracting is prohibited. However, if due to some unavoidable circumstances, such requirement is needed in part or full, then the Bidder will have to obtain specific written permission from the Competent Authority of the Bank under whose jurisdiction RFP has been floated, before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same.

In case sub-contracting 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.

PNB shall deal with Bidder only and any third-party contract made by it and terms & conditions associated therewith will not be binding on PNB. The Bidder shall be responsible for managing the activities of its personnel and any sub-contracted personnel, and will hold itself responsible for any misdemeanour of civil and criminal nature.

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

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

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

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

#### **ANNEXURE-1**

#### **Check Points to ensure accuracy of the same before submission of the bid.**

Annexure (To be submitted with Part A – Conformity to eligible criteria and Technical Proposal)		
	<b>Annexure Name</b>	<b>Submitted (Yes/No)</b>
1	Eligibility Criteria Declaration (Annexure-2)	
2	Bid covering Letter Format(Annexure-3)	
3	Authorization Letter Format(Annexure-4)	
4	Applicant's Profile(Annexure-5)	
5	Technical Bid Covering Letter Format (Annexure-6)	
6	Track Record and Merchant Acquiring Business through POS(Annexure-7)	
7	Proposed Team Profile(Annexure-8)	

<b>8</b>	Technical Specifications for Merchant Acquiring Business through POS(Annexure-9)	
<b>9</b>	Compliance Statement(Annexure-11)	
<b>10</b>	Undertaking Letter Format(Annexure-12)	
<b>11</b>	Undertaking Letter Format for NCMC Compliance(Annexure-12 A)	
<b>12</b>	Escalation Matrix(Annexure-13)	
<b>13</b>	Covering Letter Format for Commercial Bid (Annexure-14)	
<b>14</b>	Commercial Bid/Bill of Material(Annexure-15)	

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

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

**Yours faithfully,**

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company:

Punjab National Bank

**ANNEXURE-1: Other Clauses**

S.N	ANNEXURE-1: Other Clauses	Bidder Response (Yes/No)	Page No. at which details are enclosed
1	Whether Receipt/Proof for the Cost of Tender document is submitted along with the Part A(i)- Conformity to Eligibility Criteria?		
2	Whether EMD / Bank guarantee Submitted in the Part A-Conformity to Eligibility Criteria?		
3	Whether the Bid is authenticated by authorized person? <i>(Copy of Power of Attorney or Authorization letter from the company authorizing the person to sign the bid document to be submitted in Part A-Conformity to Eligibility Criteria).</i>		
4	Whether all pages are authenticated with signature and Seal ? <i>(Full signature to be affixed and not initials). Erasures /Overwriting /Cutting /Corrections authenticated Certification /Undertaking is authenticated?</i>		
5	Whether address of Office on which order has to be placed is indicated in ANNEXURE-5.		
6	Whether ensured that, the separately sealed envelopes containing Part A - Conformity to Eligibility Criteria and Technical Proposal and Part-B – Commercial Bid for Selection of Bidder for Merchant Acquiring Business through POS are placed and sealed in another big envelope super scribed as per RFP instructions. <b><i>The Name of the Bidder, RFP No. and Due date of the RFP should be specified on the top of the envelope.</i></b>		
7	Whether ensured Indexing of all Document Submitted with page numbers?		
8	<b>Ownership letter</b> by the bidder ( <b>Undertaking letter</b> by the bidder taking the ownership of the project execution in case third party also involved in project execution either fully or partially.  The bidder shall also submit the <b>ownership certificate</b> issued by the third party clearly mentioning the extent of ownership)		

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

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

Yours faithfully,

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company:

**ANNEXURE-2****Eligibility Criteria Declaration**

The Assistant General Manager  
 Punjab National Bank,  
 Corporate Office, Credit Card Division  
 3<sup>rd</sup> Floor, East Wing, A-Block, Dwarka, Sector-10  
 New Delhi – 110075

Sir,

**Sub: Our Bid for 'End-to End Solution' for Merchant Acquiring Business through Supply, Installation, Maintenance and Management of POS terminals on Monthly Rental Model (Opex) as well as for Capex Model with monthly charges for back-end services.**

We have carefully gone through the contents of the above referred RFP and furnish the following information relating to Eligibility Criteria.

<b>S. No</b>	<b>Eligibility Criteria</b>	<b>Bidders Response (Yes/No)</b>	<b>Name of Document furnished by Bidder</b>
1	The Bidders should have been in Merchant Acquiring Business (i.e. PoS, QR, IPG, Adhaar etc.) in India for at least two years as on date of RFP.		
2	The Bidder should have experience of providing end to end solution for Merchant Acquiring through POS to at least one Nationalised Bank /Scheduled Commercial Bank (other than Cooperative Bank) for more than 2 years in India & should be maintaining at least 15000 physical PoS terminals.		
3	Client references and contact details (email/landline/mobile) of customers for whom the bidder has executed similar projects. (Start and End Date of the Project to be mentioned) in the past.		

4	Bidder Shall have a minimum annual Turnover (i.e. billing to the companies for which they have been working) of <b>Rs. 30.00 Crore (Rs. Thirty Crore only) &amp; above</b> during each of the last two financial years viz. 2017-18 and 2018-19.		
5	Bidder shall have Positive <b>Net Worth</b> of minimum Rs. 15.00 Crore (Rs. Fifteen Crore only) AND shall have earned Net Profit in Financial year 2018-19 and in any one of previous Financial years viz. 2016-2017 or ,2017-18.		
6	No Bidder solely or jointly shall submit more than one Bid for the same Project.		
7	The Bidder should not have been blacklisted by any PSU Bank during the last 3 years.		
8	<p>The bidder should own necessary technology infrastructure &amp; should have capability to provide end-to-end solution for acquiring business through POS which includes following areas:-</p> <ul style="list-style-type: none"> <li>• Robust scalable, user friendly and secured front end application(Merchant on-boarding, Terminal setup, Key injection, Terminal deployment, generation of QR code ,AEPS and development of related apps, Merchant training. terminal repair, transaction processing and authorisation, Risk assessment, fraud monitoring, helpdesk, online portal for merchants with viewing rights for their transactions etc.)</li> <li>• Back end systems covering Merchant settlement, reconciliation, schemes compliances, charge backs, presentments, re-presentments, arbitrations, merchant billing, scheme fee management, merchant reporting MIS etc.</li> <li>• Scalability and redundancy provisioning</li> <li>• Security</li> <li>• Risk Management and fraud monitoring capabilities.</li> <li>• Resolution of merchant complaints</li> <li>• Marketing of POS terminals on behalf of bank.</li> <li>• Dashboard for Real Time Online monitoring of PoS terminals,</li> </ul>		

	<p>downloading of reports, Real Time Analysis facilitating the Bank &amp; the merchants as well.</p> <ul style="list-style-type: none"> <li>• Android based App for merchants facilitating them for monitoring &amp; managing their account.</li> </ul> <p>The bidder should have the capacity for time to time updating as per requirement of the Bank/regulators. And if any activity to be outsourced, detail thereof should be given.</p>		
9	<p>The bidder should have its own acquiring Switch &amp; all transactions should be routed directly to Bidder switch only. The IT infrastructure/system should preferably be a three (3) tier structure viz. DC, DRS &amp; Near to Zero Data Loss within India but must have two (DC and DR), duly certified for credit &amp; debit card acquiring business by VISA/ MasterCard/ RuPay/ JCB-CUPI and AMEX (if required by merchant/Bank) and also the bidder should be a registered third party processor/member service provider (TPP/MSP) for VISA /Master Card and RuPay with requisite experience stated at clause no.8. However, the Bidder should have DC &amp; DRS setup mandatorily of same capacity and infrastructure. Further, The bidder should have requisite valid license.</p> <p>The Bidder should have both Primary Data Centre and the DR Centre at different locations, fully audited and compliant to VISA/ Master Card/ RuPay guidelines.</p> <p>The bidder should have set-up in India for operations of Merchant Acquiring transactions and should have managed Base-II processing for at least one Nationalized Bank/Scheduled Commercial Bank (other than Co-operative Bank).</p>		
10	<p>The Bidder should have the capability to provide the facility of on-boarding merchants through QR Code, Aadhar enabled payment system etc. Also Bidder should have capabilities to on-board merchants on Aggregator model in case of bank's requirement.</p>		
11	<p>Bidder should have the capability to provide the following value-added services on POS:-</p> <ol style="list-style-type: none"> <li>1. DCC</li> <li>2. Cash@PoS</li> <li>3. NFC Capability</li> <li>4. QR on POS</li> <li>5. NCMC Card Acceptance</li> </ol>		

	<p>6. Billing Integration Capability  7. Multi-Currency Conversion  8. Remittance  9. Rewards  10.EMI  11.Capability to integrate with bank's system.</p>		
12	<p>Bidder should have the capabilities of NCMC</p> <p>a.) Type-2 (Offline Wallet) acquiring acceptance infrastructure, relevant technology and application/solution as per RuPay specification and GOI guidelines.</p> <p>b.) Bidder should also showcase the capabilities for MMTS (Multi Model Transit system) so that the capabilities can be used as and when bank requires the same in future. (certification or self-declaration)</p> <p>Terminals provided by bidder should have the capabilities to accept NCMC card (national common mobility cards), MasterCard Pay pass, Visa Paywave, RupayqSparc with certified L2 kernel.</p>		
13	<p>The bidder should host the solution in a PCI-DSS compliant data centre as on date and should provide the details of such certifications as on date of bid submission.</p>		
14	<p>The bidder should be preferably Original Manufacturer (OEM). If not, then the bidder should be authorised representative of OEM or should have tied up arrangement with a manufacturer of POS machines. The tie up arrangement must be at least prior to the date of submission of bid.</p>		
15	<p>Merchant Management Software for POS and Software Processing platform in house and the infrastructure should be in use for/by at least one PSU/Scheduled Commercial Bank (other than Cooperative Bank) in India for managing/driving POS.</p>		
16	<p>The Bidder should have its EAS / MIP / NFS connectivity in its DC &amp; DR Centre to provide the necessary connectivity to the Bank for routing VISA/MasterCard/ RuPay transactions respectively.</p>		

17	<p>Bidder should have experience of "Fraud and Risk" Management for POS/ Bharat QR Code/AEPS Acquiring Business with at least one Nationalised Bank/ scheduled commercial Bank (other than Cooperative Bank). The following capabilities needs to be available as part of Risk and Fraud Management.</p> <ol style="list-style-type: none"> <li>1.) Transaction monitoring in Real time /Near Real time through an automated rule engine.</li> <li>2.) Alert Management System with 24x7 presence.</li> <li>3) Expertise in identification of changes in market trends, merchant behaviour patterns.</li> <li>4) Capability to hold the merchant payments in case of suspicion.</li> <li>5) Expertise in creation of rules and implementing the same with minimum 'False Positive Ratios'.</li> </ol>		
18	<p>Ability for migration of merchants from existing system (Switch) to a new system (Switch) within a span of 6 months from the date of instructions from Bank at no extra cost to Bank.</p>		
19	<p>Bidder should have necessary infrastructure to connect with aggregators like Pine labs, Innovate etc.</p>		
20	<p>There should not have been breaches in the past from POS related Infrastructure /Systems managed by the bidder.</p>		
21	<p>Bidder's infrastructure should be compliant to all Regulatory requirements of DFS/ RBI/ MoF/ RuPay/ MEITY/ NFS/ Card Schemes regulations, etc.</p>		
22	<p>Brief Declaration of Past/present litigations, disputes, etc if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)</p>		
23	<p>The bidder should agree to the terms and conditions of Service Level Agreement as per RFP should they become L1 or any other Bidder matching with L1 at the discretion of the Bank. (Bidder to specifically confirm on their letter head in this regard).</p>		
24	<p>Bidder should have capability to provide special treatment on the basis of MDRs on certain categories of cards or Merchants like CSD Defence Canteens/ government establishments/</p>		

	Railways/ OMCs etc, on instructions from Bank.		
25	Bidder should have capability to update/modify/develop the solution as per prevailing market trends and/or requirements of the Bank/Regulators/Stakeholders/GOI.		
26	<p>Bidder should have capability to support and run existing and new Grain projects where in PoS application need to be developed as per Govt./Food Agencies for Rabi and Kharif Crops.</p> <p>The bidder need to be deployed the terminals will be deployed at Grain procurement mandis and PoP. (declaration by Bidder)</p>		
27	<p><b>Project Management Methodologies:</b></p> <p>Bidder should have capability to deploy terminals /render services PAN India especially in rural (tier 3 and below) and remote areas including island states , Union territories, North East(NE) states&amp; smart cities.</p> <p>Bidder or its sub-contractor (Preferably FinTech Companies from North East) must have good presence in North East area in terms of deployment of digital banking products to comply with the GOI guidelines.</p> <p>(Profile of project team/previous assignments of similar nature/detailed project plan to be submitted).</p>		
28	Deployment methodologies (Document on deployment framework, tools, templates & utilities to be provided. Also, the Bidder to give an Undertaking that in case of requirement, it has desired capability & preparedness).		
29	The bidder is required to place 1 (one) Relationship/Project Manager and 1 (one) Technical Manager at Bank's Corporate Office, New Delhi, as per requirement of the Bank, without any extra cost to the Bank. They should have relevant qualifications & experience of handling large projects, preferably related to		

merchant acquiring business. Further, The Bidder is required to set up service centres (with proper physical set-up, contact details with complete address, list of personnel deployed as to look after pre-onboard services as well to look after sales service, and attend the complaints of the merchants) at stations where PNB is having circle offices, without any extra cost to the Bank. *(List of present Circle offices numbering 76 is attached at Appendix-F).*

The Bidder is required to place 1 (one) Relationship Manager at each Zonal Office & 1 (one) at North-East region (Guwahati Circle), at no extra cost to the Bank.

List of present Zonal offices numbering 13 is as below:

1. Agra 2. Bhopal 3. Chandigarh 4. Chennai
5. Delhi 6. Jaipur 7. Lucknow 8. Ludhiana
9. Kolkata 10. Meerut 11. Mumbai 12. Patna 13. Shimla
- 2.

In addition to this, the bidder is required to set up service centres at those locations where number of Terminals installed is more than 300 & at North-East region, preferably at Guwahati.

If there is an addition of Circle Office/Zonal Office by the Bank in future, the Bidder has to set up Service Centre/depute Relationship Manager there also, at no extra cost to Bank.

The Bidder is required to depute their Project Manager at our Corporate Office, New Delhi as per Bank requirement, at no extra cost to the Bank.

Bidder should have dedicated Call centre, preferably at Delhi NCR.

We confirm that the information furnished above is true and correct. We also note that, if there are any inconsistencies in the information furnished above, the bid is liable for rejection.

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

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

**Yours faithfully,**

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company:

**Punjab National Bank**

**Annexure 2A: Self – Declaration Proforma**

The Assistant General Manager  
Punjab National Bank,  
Corporate Office, Credit Card Division  
3<sup>rd</sup> Floor, East Wing, A-Block, Dwarka, Sector-10  
New Delhi – 110075

Sir,

Sub: **Self – Declaration of Eligibility Criteria (wherever applicable)**

On behalf of M/s \_\_\_\_\_ (bidder's company name), we do hereby declare that information furnished in point no \_\_, \_\_, \_\_ & \_\_ of Eligibility Criteria in RFP for \_\_\_\_\_ dated \_\_\_\_\_ is true and correct.

It is also noted that, if there are any inconsistencies in the information furnished below, the bid is liable for rejection.

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

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

**Yours faithfully,**

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

**ANNEXURE-3****Bid Covering letter format**

The Assistant General Manager  
Punjab National Bank,  
Corporate Office-Credit Card Division,  
3<sup>rd</sup> Floor,East Wing,A-Block  
Sec-10, Dwarka,N. Delhi-110075

Sir,

**Sub: Our Bid for 'End-to End Solution' for Merchant Acquiring Business through Supply, Installation, Maintenance and Management of POS terminals on Monthly Rental(Opex Model) as well as for CAPEX Model with monthly charges for back-end services**

Having examined the tender document including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, offer solution for Setup, Manage and Operate Merchant Acquiring Business through POS on Monthly Rental (OpexModel) as well as Capex Model with Monthly charges for Back-end Services in conformity with the said tender in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.

We accept all the Instructions, Terms & Conditions and Scope of Work of the subject RFP.

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive, without assigning any reason whatsoever.

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

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

**Yours faithfully,**

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company:

**Annexure – 4****Authorization letter format**

*(To be presented by the authorized person at the time of Technical / Commercial Bid Opening on the letter head of Bidder)*

The Assistant General Manager  
Punjab National Bank,  
Corporate Office-Credit Card Division,  
3<sup>rd</sup> Floor, East Wing, A-Block  
Sec-10, Dwarka, N. Delhi-110075

Sir,

**Sub: Our Bid for 'End-to End Solution' for Merchant Acquiring Business through Supply, Installation, Maintenance and Management of POS terminals on Monthly Rental Model(OPEX) as well as for CAPEX Model with monthly Charges for back-end services**

Mr./Miss/Mrs. \_\_\_\_\_ is hereby authorized to attend the bid opening of the above RFP on XX/XX/2019 on behalf of our organization.

The specimen signature is attested below:

---

Specimen Signature of Representative

---

Signature of Authorizing Authority

---

Name & Designation of Authorizing Authority

**NOTE: This Authorization letter is to be carried in person and shall not be placed inside any of the bid covers.**

**ANNEXURE-5****Applicant's Profile:**

<b>S. No</b>	<b>Particulars</b>	<b>Details</b>
1	Name of the Supplier/Firm/Company	
2	Constitution	
3	Date of establishment/Incorporation	
4	Address of the Registered Office Corporate Office	
5	Telephone No. E-mail address Website	
6	Gross Annual Turnover of the Bidder(on basis of Audited Balance Sheets) FY 2017-18 FY 2018-19	
7	Annual Net Worth of the Bidder(on basis of Audited Balance Sheets) FY 2017-18 FY 2018-19  Net Profit of the Bidder(on basis of Audited Balance Sheets) FY 2016-17 FY 2017-18 FY 2018-19	
8	Service Net Work (Number of Service Centersin )  North India South India East India West India Central India  Our PAN number for Income Tax is Service Tax Registration Number is  Our Bank Details Name and Style of Bank Account  Name of the Bank and Branch address  Account Number  RTGS / NEFT Code	
9	Details of Description of business and business back group Service Profile & Client	

	Profile Domestic & International Presence	
10	Brief Description of other facilities available with the Bidder (related to Set up, Manage and Operate Merchant Acquiring Business through POS on Monthly Rental Model)	
11	Details of the similar assignments on hand as on date. (Name of the Bank, stage of project etc. , Documentary Proof such as work order to be furnished)	
12	Experience of assignments in Merchant Acquiring Business through POS	
13	Name of the team leader identified for this assignment and their professional qualifications and experience/ expertise  Details of similar assignments handled by the said Team leader. Documentary proofs for all the assertions are to be enclosed	
14	Names of the other team members identified for this assignment and their professional qualifications and experience/expertise	
15	Details of the bidder's proposed methodology/approach with reference to the scope of work	
16	Details of deliverables, other than the deliverables with reference to the scope of work	

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

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

**Yours faithfully,**

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company:

**Note:**

- i. ***These details should be on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company.***
- ii. ***The Bidder should provide detailed responses for each of the above items along with documentary proofs.***

**Eligibility and Technical Bid Covering letter Format**

The Assistant General Manager  
Punjab National Bank,  
Corporate Office-Credit Card Division,  
3<sup>rd</sup> Floor, East Wing, A-Block  
Sec-10, Dwarka, N. Delhi-110075

**Sir,**

**Sub: Our Bid for 'End-to End Solution' for Merchant Acquiring Business through Supply, Installation, Maintenance and Management of POS terminals on Monthly Rental (Opex Model) as well as for Capex Model with monthly Charges for back-end services**

We have carefully gone through the contents of the above referred RFP and furnish the following information relating to Technical Bid/Specification.

S. No	Particulars	Details
1	Name of the Bidder	
2	E-mail address of contact persons	
3	Details of description of business and business background Service profile & Client profile	
4	Approach and methodology for the proposed scope of work along with illustrative Deliverables	
5	Details of similar assignments executed by the bidder during the last two years in India ( Name of the Bank, time taken for execution of the assignments and documentary proof from the Bank are to be furnished)	
6	List of majorclients in last 2 years and details as given below:  1. Name and complete postal Address of the client  2. Name, designation, Telephone , e-mails and address of the contact person(client)  3. Nature & Description of the work ordered by the client during last 2 years.  4. Whether reference letter enclosed.	
7	Details of inputs/requirements required by the bidder to execute this assignment.	
8	Conformity to the obtaining of various certificates/ bench mark testing standards for the items quoted to meet	

	the intent of the RFP.	
9	Conformity regarding back to back arrangements with third party Software for providing continuous and un-interrupted support to meet SLA obligations as per RFP Terms.	

**Declaration:**

- a) We confirm that we will abide by all the terms and conditions contained in the RFP.
- b) We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of Bidders.
- c) All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
- d) We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

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

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

**Yours faithfully,**

Signature of Authorized  
Signatory

Name of Signatory:

Designation:

Seal of Company:

Punjab National Bank

**ANNEXURE-7****TRACK RECORD AND MERCHANT ACQUIRING BUSINESS THROUGH POS ON MONTHLY RENTAL MODEL**

The Assistant General Manager  
 Punjab National Bank,  
 Corporate Office-Credit Card Division,  
 3<sup>rd</sup> Floor, East Wing, A-Block  
 Sec-10, Dwarka, N. Delhi-110075

Sir,

Sub: **Our Bid for 'End-to End Solution' for Merchant Acquiring Business through Supply, Installation, Maintenance and Management of POS terminals on Monthly Rental Model(OPEX) as well as for CAPEX Model with monthly charges for back-end services**

**Details of track record on merchant acquiring business through POS:**

S.No	Name of the Client	Name, Designation, Tel of the Contact person( Client)	Address of the Contact person	Description of services rendered in last 2 years

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

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

Yours faithfully,

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company:

**ANNEXURE-8 :**

**PROPOSED TEAM PROFILE**

The Assistant General Manager  
Punjab National Bank,  
Corporate Office-Credit Card Division,  
3<sup>rd</sup> Floor, East Wing, A-Block  
Sec-10, Dwarka, N. Delhi-110075

Sir,

Sub: **Our Bid for 'End-to End Solution' for Merchant Acquiring Business through Supply, Installation, Maintenance and Management of POS terminals on Monthly Rental Model(OPEX) as well as for CAPEX Model with Monthly charges for back-end services**

S.No	Item	Details
1	Name of the Team Leader	
2	Contact Details of the Team Leader	
3	Overall Program/Management Team	
4	Operations Team	
5	Size of the Team	
6	Average Age of the Team	
7	Average Duration of Association with the Bidder	
8	Average Industry Experience	
9	Detailed employee Retention Policies	

( The Bidder to provide detailed responses for each of the above items along with proofs)

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

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

**Yours faithfully,**

Signature of Authorized  
Signatory

Name of Signatory:

Designation:

Seal of Company:

**ANNEXURE: 9**  
**TECHNICAL & FUNCTIONAL SPECIFICATIONS**

**1. TECHNICAL SPECIFICATIONS:**  
*(Bidders to provide response on following Business requirements in “Yes” or “No”)*

**A. Certification/Compliance/Regulatory/Hardware/SDK Requirements**

Condition	Description	Nature	Compliance (Yes/No)
EMV Certification	The terminal is EMV compliant (minimum standard is EMV 4.3 for L1& L2).	Mandatory	
PCI Approval	The terminal meets the latest PCI mandates for PCIDSS, PADSS, PCIPADSS, PCIPTS and PCIPED e.g. PCI 3.x and above.	Mandatory	
Regulatory Mandates	Regulatory Mandates – The terminal meets all the regulatory requirements like PIN prompting, DUKPT/UKPT, TLE etc.	Mandatory	
DES Encryption	Minimum 3 DES Encryption supported	Mandatory	
Data Encryption	1. The bidder should be able to provide end-to-end data encryption at all layers including data at rest and data in motion. 2. Critical information should be masked and not be shared in plain text format.	Mandatory	
Display	LCD Panel for Amount Verification and PIN Entry	Mandatory	
Contactless Cards Certification	VCPS Pay wave 2.1.3 or later or the equivalent contactless Kernel 3. Pay Pass version 3.0 or later any future requirements by Card schemes. RupayqSparc is important to ensure terminals can be used for accepting NCMC card (national common mobility cards). Bidder should have the capabilities of NCMC Type-2 (Offline Wallet) acquiring acceptance infrastructure, relevant technology and application/solution as per RUPAY specification and GOI guidelines. Further, Bidder should also showcase the capabilities for MMTS (Multi Model Transit system) so that the capabilities can be used as and when bank requires the same in future.	Mandatory	

## B. Technical Functionality Requirements:

<b>Business Condition</b>	<b>Definition</b>	<b>Nature</b>	<b>Compliance (Yes/No)</b>
Switch	Own acquiring Switch	Mandatory	
Chip transactions	Transactions performed using chip cards.	Mandatory	
Swiped transactions	Transactions performed using magnetic stripe embedded on the card.	Non-Mandatory	
Keyed transactions	Transactions performed using card numbers entered manually.	Mandatory	
Tap and Pay ( NFC)	Transaction performed through Contactless cards	Mandatory	
Online Authorization	Transaction used to authorize whether a card is valid or not and sufficient balance is available for payment.	Mandatory	
Purchase(Sale)	Transaction used to authorize a card and amount	Mandatory	
Refund	This transaction is used to credit the money to cardholder account from merchant account	Mandatory	
Void	This transaction is used to cancel the previously performed purchase or refund transaction in the same batch.	Mandatory	
Cash back/ Cash @POS	This transaction allows cardholder to get cash from merchant.	Mandatory	
Referral handling, (Force transactions)	Referral is used by issuer, if cardholder activity is suspicious. Cardholder should then call issuer bank, authenticate himself to get referral code and perform transactions.	Mandatory	
Tip handling	This is mostly used in restaurant merchants to give TIP to Restaurant employees.	Non-Mandatory	
Edit Password	Change password option.	Mandatory	
Edit Terminal ID	Password protected?	Mandatory	
Edit Date	To change terminal's date/time manually.	Mandatory	
Software Download Through RTM	Software is downloaded through Remote Terminal Management	Mandatory	
Multi-Application	Ability to run multiple applications like Payments, loyalty, Gift card etc. Without affecting other application's data	Mandatory	
Multi Merchant	Ability to support multiple OEMs in a same application. This is mostly used under EMI	Mandatory	
Retrieval of Charge slip	Solution should provide customers and merchants' facility to retrieve	Mandatory	

	receipts/charge slips at least for 1 year to retrieve ARN/ RRN.		
Remote Monitoring	Solution should be able to collect and remotely monitor various operational parameters like device charge, dip and swipe counts.	Mandatory	
Capability to provide Terminal Application Dash Boards Web-based Solution & Dynamic Currency Conversion (DCC)	<p>Capability of providing Terminal application to detect and report:</p> <p>a) Un-successful transactions on the terminal.</p> <p>b) Sending reversal of un-successful transactions Online instead of piggy backing.</p> <p>c) Closure of batch at the back-end at specific.</p> <p>d) Detecting low signal on the terminal and to provide pro-active advice to the merchant Through SMS/ Over phone.</p> <p>e) Capability to provide analytics.</p> <p>f) Capability to handle suspect/ reject batches.</p> <p>g) Capability of providing Dash Board for inventory Management, Complaint Management, MIS, etc.</p> <p>h). Capability of providing DCC.</p> <p>i) Capability of acceptance of payments through QR and AEPS platform on POS terminals</p> <p>j) Dash Board should provide reports in form of comparison matrices like pie chart, bar graph etc</p>	Mandatory	

**Note:** Bidder who fails to comply with any of the Mandatory Parameters will not be considered for Technical Evaluation. Bidder's response as 'No' in respect of Mandatory requirements will lead to Dis-qualification for Technical Evaluation. Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorised signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

## 2. FUNCTIONAL SPECIFICATIONS (Mandatory & Non-Mandatory)

Available fully as part of solution	F
Will be provided as Customisation	C
Will be provided as Third party Solution	T
Not Feasible	N

### **Technical Evaluation Matrix is also to be submitted**

Note 1	Application need to give one of the above value in column F/C/T/N in the following table as regard to compliance.
Note 2	Applicant to give supporting technical documents/presentations etc in support of the undernoted each of the Technical/Functional/requirement of the solution
Note 3	<b>F/C/T/N:</b> Any wrong reporting in the column F/C/T/N which subsequently found to be false shall render the applicant liable to be blacklisted for future participation in the RFPs/Tenders of the Bank and forfeiture of EMD.
Note 4	Applicant to invariably mention the page number of RFP against each of the Technical/FunctionalSpecification with supporting document/presentation etc failing which, it will be at the discretion of the Bank to treat the same as not feasible.
Note 5	<b>Mandatory:</b> means Requirement/Functionality should either be available as part of the solution or be provided as Customisation/ Third Party Solution. In respect of Mandatory requirements, response can only be given in F/C/T.

S. N.	Required Functionalities/features	Nature	F/C/T/N	Page No. Of RFP Submitted
1	Availability of duly certified switch from all Concerned.	Mandatory		
2	Capability and infrastructure for key injections in a secured environment	Mandatory		
3	Capability to process transactions by VISA,MASTER Card ,Rupay Cards ,QR,PNB UPI,AEPS.	Mandatory		
4	Capability to process AMEX transaction(any Bank as Acquirer and not AMEX proprietary model)	Mandatory		
5	Capability to accept loyalty, reward cards like Diners etc.	Mandatory		
6	Availability of Technical Team for operation of switch	Mandatory		
7	MMS Module is available	Mandatory		
8	Whether necessary team for	Mandatory		

	developments of newer modules of applications is available	y		
9	Necessary infrastructure for staging of transactions as per timelines with cards schemes is available	Mandatory		
10	Dedicated team for monitoring transactions and taking actions on such alerts from the risk angle is available	Mandatory		
11	Necessary infrastructure and expertise for deploying all variants of POS Terminals/HHT and acceptance of payment applications like QR,UPI,AEPS ETC tags and similar solutions	Mandatory		
12	Whether physical isolation of Bank's data is available ?if No, please explain in brief how do you ensure security and integrity of Bank's data	Non-Mandatory		
13	Whether privileges and access control is available to various users depending upon their roles and requirements	Mandatory		
14	Requests from Bank for new installations, modifications to existing ones can be offline as well as online	Mandatory		
15	Whether dedicated helpdesk is available. Modes of receipt of complaints could be through toll free number ,SMS, E-Mails etc	Mandatory		
16	Availability of DCC and Multi currency capabilities acceptance	Mandatory		
17	Capability to provide EMI facility	Mandatory		
18	Availability of team for chargeback and related issues in Metro, Rural, Urban, Semi-Urban & Remote areas.	Mandatory		
19	Whether DC & DRS Setup is available	Mandatory		
20	Readiness to provide special treatment to (in terms of MDRs on certain categories of card Merchants, revenue sharing, surcharge etc) on instructions from Bank for certain categories of customers like CSD (Defence canteens)/Police canteens/government establishments/tie up with various companies/Railways. There can be models wherein revenue is shared with the terminal holders for certain categories of Merchants.	Mandatory		
21	Capability of providing Cash @POS depending upon the category of the location (please refer RBI instructions	Mandatory		

	in this regards wherein limits have been assigned depending upon the tier classification of the location).			
22	Capability of acceptance of payments through Aadhar enablement and Biometrics.	Mandatory		
23	Capability to provide web-based solution i.e. Merchant Management System (MMS) for complaint lodging, MIS, transaction history for Bank resources as well merchant users.	Mandatory		
24	Capability to migrate merchants from one Bidder to your system and vice versa.	Mandatory		
25	Necessary capability and infrastructure is available for generating and sharing MIS, providing Dash Board & Data Analytics with Bank as well as terminal holders/Merchants.	Mandatory		
26	Capability to customise MIS of selected merchants as per Bank's requirement.	Mandatory		
27	Availability of necessary infrastructure to route On-U's transactions to Bank's own switch and capability to customize the switch for On-U's routing.	Mandatory		
28	Availability of centres PAN India staffed by the Bidder to support the Merchant Acquiring activities.	Non-Mandatory		
29	Ability to interact and connect with other aggregators like Pine labs, Innoviti, Ezetap etc.	Mandatory		
30	Availability of remote terminal Management tool/application and its usage.	Mandatory		
31	Sharing of FIRC certificates ,input files for processing by GST tax engines which facilitates GST invoices, input files for recon solutions, other regulatory or Bank, s requirement which may be required in future etc., at frequencies(frequency will differ for each activity)as decided by Bank. <b>The above list is illustrative not exhaustive.</b>	Mandatory		
32	Bidder to have capability to furnish the Uptime& daily system monitoring Report to the Bank on daily basis and same should be incorporated in the Dash Board also.	Mandatory		

**Note:** Bidder who fails to comply with any of the Mandatory Parameters will not be considered for Technical Evaluation. Documentary evidence must be furnished

*against each of the above criteria along with an index. All documents must be signed by the authorised signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.*

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

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

Name of Signatory:

**Yours faithfully,**

Signature of Authorized Signatory

Designation:

Seal of Company:

**Punjab National Bank**

## Annexure – 10

### Technical Parameters and their Respective Weightage for technical evaluation

- Bidder need to respond to each parameter and sub parameters explicitly.
- In case of implicit or vague answers and in the absence of supporting information, certificate/ declaration sought, marks will not be provided.

S. No	Parameters and Scoring	Max Score	Marks obtained
1	<b>Number of Banks Independently Serviced on the Bidders</b>	7	
	Up to 3 - 4 Marks		
	More than 3 and Up to 5 - 6 Marks		
	More than 5 - 7 Marks		
2	<b>Number of POS Acquiring Transaction Processed per annum</b>	5	
	Up to 5 Crore -1 Marks		
	More than 5 Cr and up to 10 Crore - 3 Marks		
	More than 10 Crore -5 Marks		
3	<b>Data center</b>	7	
	Own Primary and DR Centre -7 Marks		
	Own Primary and Outsourced DR - 3 Marks		
	Outsourced Primary and DR site -0 Marks		
4	<b>Availability of Fraud and Risk Management Tool</b>	7	
	Available at its own -7 Marks		
	Available but outsourced - 4 Marks		
5	<b>Existing Installed base of POS terminals, being managed by the Bidder</b>		
	<b>PSTN Terminals ( with Charge Slips Printing)</b>	3	
	Up to 10000 terminals -1 Marks		
	More than 10000and upto15000 -2 Marks		
	More than 15000 terminals -3 Marks		
	<b>GPRS terminals ( with Charge slips Printing)</b>	7	
	Upto 20000 Terminals -4 Marks		
	More than 20000and up to 30000-5 Marks		
	More than 30000and up to 40000 - 6 Marks		
	More than 40000 terminals - 7 Marks		
	<b>Lighter version of GPRS ( without Charge Slips Printing)</b>	6	
	Up to 4000 terminals - 2 Marks		
	More than 4000and up to 8000 - 4 Marks		
	More than 8000 terminals - 6 Marks		
6	<b>Field Service Centers (Presently available)</b>	8	
	Field Service Centers at> 76 required locations -6 Marks		

	Field Service Centers at < 76 but upto 60 required locations- Marks		
	Field Service Centers at < 60 but upto 25 required locations-3 Marks		
	Field Service Centers in NE Region, preferably at Guwahati -2 Marks		
7	<b>Value Added Services at PoS terminals</b>	<b>18</b>	
(i)	NCCM type -2 acquiring as per RUPAY specification	3	
	If solution is ready Marks	- 3	
	If developed after bidding Marks	- 2	
(ii)	PC PoS Integration Marks	- 2	2
(iii)	QR Code Marks	- 3	3
(iv)	AEPS Marks	- 2	2
(v)	NFC Marks	- 2	2
(vi)	EMI Marks	- 2	2
(vii)	DCC Marks	- 2	2
(viii)	CASH@POS Marks	- 1	1
(ix)	Remittance & Rewards Marks	- 1	1
8	<b>Customer Relationship and Complaint Management</b>	<b>6</b>	
	<b>Call Centre( 7AM to 11 PM)</b>		
	Call Centre with > 10 employees & auto call log is Available Marks	-6	
	Call Centre with <10 employees; auto call log is not available Marks	-3	
	Call Centre with <5 employees; auto call log is not available Marks	- 0	
9	Web based Solution including Dash Board for retrieval of charge slips, MIS to lodge complaints, inventory Management, Transaction history retrieval, Analytics Support etc	<b>6</b>	
	If Available Marks	-6	
	Not Available Marks	-0	
	<b>TOTAL MAXIMUM SCORE</b>	<b>80</b>	
10	<b>Marks to be allotted by Technical Evaluation Committee for Presentation/Demonstration/Site Visit/POC (i.e. Proof of Concept)/Technical &amp; Functional Specifications</b>	<b>20</b>	
	<b>OVERALL TOTAL MARKS for Technical Evaluation</b>	<b>100</b>	

The Bidder has to submit relevant supporting documents for above information.

**NOTE: Bidders who succeed to score at least 75 marks as mentioned above shall qualify in Technical Evaluation.**

Punjab National Bank

**ANNEXURE-11****COMPLIANCE STATEMENT****DECLARATION**

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

<b>Compliance</b>	<b>Description</b>	<b>Compliance (Yes/No)</b>	<b>Remarks/Deviations</b>
Terms & Conditions	We hereby undertake that we comply with all the terms & conditions as given in the RFP to be eligible for bidding process and, we also agree to abide by all the terms & conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of bids).		
Technical Specification	We certify that the systems/services offered by us for tender confirms to the Scope & specifications of work stipulated by you with the following deviations		

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

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

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

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

**ANNEXURE-12****Undertaking Letter Format**

We understand that Bank shall be placing Order to the Selected Bidder exclusive of taxes.

We agree to the payment schedule as per "Payment Terms" of the RFP.

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

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

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

Punjab National Bank

**ANNEXURE-12A****Undertaking Letter Format for NCMC Compliance and Readiness**

We hereby undertake that we have necessary infrastructure and related technology involving switch, solution, online/offline clearing and settlement arrangement in respect of NCMC type -2 acquiring acceptance infrastructure certified by RUPAY level 2 and level 3.

We will also be providing any other services not included above for all parties participating in the National Common Mobility Card program.

<b>S. N.</b>	<b>Requirements</b>	<b>Compliance/Remark</b>
1	Technical Readiness like (switching, application etc.)	Yes/NO
2	L2 certification from RUPAY (Device certification for MMTS)	Yes/No
3	L3 certification from RUPAY (Application certification for MMTS)	Yes/No
4	Existing experience	Yes/No
5	Whether the service will be provided individually or with third party contract with any other service provider	Individual /Jointly

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

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

Signatory

Signature of Authorized

Name of Signatory:

Designation:

Seal of Company

Punjab National Bank

**ANNEXURE-13****ESCALATION MATRIX**

Name of the Company: \_\_\_\_\_

## Delivery Related Issues

<b>Name</b>	<b>Designated</b>	<b>Full Office Address</b>	<b>Phone</b>	<b>Mobile</b>	<b>E-mail</b>
	First Level Contact				
	Second Level contact ( if response not received in 24 hrs)				
	Regional/Zonal Head (if response not received in 48 hours)				
	Country Head ( if response not received in one week)				

## Service Related Issues

<b>Name</b>	<b>Designated</b>	<b>Full Office Address</b>	<b>Phone</b>	<b>Mobile</b>	<b>E-mail</b>
	First Level Contact				
	Second Level contact ( if response not received in 24 hrs)				
	Regional/Zonal Head (if response not received in 48 hours)				
	Country Head ( if response not received in one week)				

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

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

Signature of Authorized Signatory

Name of Signatory: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal of Company

**ANNEXURE-14****Covering letter format for Commercial Bid**

[Note: This Covering letter should be on the letter head of Bidder]

The Assistant General Manager  
Punjab National Bank,  
Corporate Office-Credit Card Division,  
3<sup>rd</sup> Floor, East Wing, A-Block  
Sec-10, Dwarka, N. Delhi-110075

Sir,

Sub: **Our Bid for 'End-to End Solution' for Merchant Acquiring Business through Supply, Installation, Maintenance and Management of POS terminals on Monthly Rental Model(OPEX) as well as for CAPEX Model with monthly charges for back-end services**

We thank you for providing us an opportunity to participate in the subject RFP. Please find our commercial offer as per ANNEXURE-15 of the subject RFP along with this covering letter.

We also confirm that we are agreeable to the payment schedule and the terms & conditions mentioned in the subject RFP.

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

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

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

**ANNEXURE-15**

Bill of Material/Commercial Bid  
(Only Commercial Bid to be included in Commercial Bid Envelope)

Assistant General Manager  
Punjab National Bank,  
Corporate Office-Credit Card Division,  
3<sup>rd</sup> Floor, East Wing, A-Block  
Sec-10, Dwarka, N. Delhi-110075

Sir,

Sub: **Our Bid for 'End-to End Solution' for Merchant Acquiring Business through Supply, installation, maintenance and management of POS terminals on Monthly Rental Model (OPEX) as well as for CAPEX Model with Monthly charges for Back-End Services.**

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, submit our Price Bid for different items in conformity with the said Bidding documents as under:

**Item-1**

Type of terminal	Make/Model	Features	Monthly Rent per terminal(in INR)
Bank owned GPRS terminals with Charge slip Printing <b>(under Capex Model)</b>			

Price in words: (INR  
.....)

**Item-2**

Type of terminal	Make/Model	Features	Monthly Rent per terminal(in INR)
GPRS terminals with Charge Slip Printing <b>(under Opex Model)</b>			

Price in words: (INR  
.....)

**Item-3**

Type of terminal	Make/Model	Features	Monthly Rent per terminal(in INR)
GPRS Light version without Charge Slip Printing			

( underOpex Model)			
Price	in	words:	(INR
.....)			

**Item-4**

Type of terminal	Make/Model	Features	Monthly Rent per terminal(in INR)
PSTN terminal with Charge Slip Printing (under Opex Model)			

Price in words: (INR .....)

**Weightage/Maximum Marks on basis of Monthly Rent per POS terminal (out of Total 100 marks) is as under:**

- i. Item-1 (GPRS terminal under Capex)=10 marks
- ii. Item-2 (GPRS terminal with Charge Slip Printing under Opex) = 40 marks
- iii. Item-3 (GPRS Light version without Charge Slip Printing under Opex)=35 marks
- iv. Item-4 (PSTN terminal with Charge Slip Printing- Opex) = 15 marks

**Note: Monthly Rent per POS terminal(in INR) quoted above shall be exclusive of taxes, as applicable.**

The Bidder quoting the lowest monthly rental per unit will get highest marks under the category of that item and others will get proportionate marks on percentile basis, rounding to two decimal places. The Bidder getting the highest combined score for all quoted items will be L1.

**Bidders have to quote under the above 4 (four) items to maintain the existing merchants. However, Bidders may quote for equivalent product/terminal types against Item-2, Item-3 & Item-4 matching the technical specifications and features mentioned in Annexure-10. Bank intends to grow its business as per GOI budgets year on year basis under Item-2 & Item-3]**

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

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

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

**APPENDIX –A****Instructions to be noted while preparing/submitting Part A(i)- Conformity to Eligibility Criteria**

The Proposal should be made in an organized, structured, and neat manner. Brochures/leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the authorized signatory.

1. Indexing of the entire documents submitted with page numbers.
2. Receipt of the amount paid in favour of Punjab National Bank for the cost of RFP document.
3. Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD as per APPENDIX-E
4. Power of Attorney / Authorization letter signed by the Competent Authority with the seal of the Bidder's company / firm in the name of the person signing the tender documents
5. Documentary proof in support of the Eligibility Criteria as per Annexure-2
6. Bidder's Covering letter as per ANNEXURE-3
7. Profile of the Company/Firm as per ANNEXURE-5
8. Write up on the Work Experience / Expertise of Merchant Acquiring Business through POS
9. Track record of Merchant Acquiring Business through POS across the Country covering Name and addresses of major clients and email ids, telephone numbers (landline and mobile no), fax numbers of their contact executives etc
10. The Bidders to furnish the details of their existing Offices / Branches/service centers supporting for Merchant Acquiring Business through POS

**APPENDIX-B****Instructions to be noted while submitting Part A (ii) -Technical Proposal**

The Technical Proposal should be made in an organized, structured, and neat manner. Brochures/leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the authorized signatory. Technical Offer for this RFP shall be made as under:

1. Index of the entire document submitted with page numbers
2. Technical bid covering letter as per Annexure-6
3. Track Record as per Annexure-7
4. Proposed Team Profile as per Annexure-8
5. Compliance to Technical Specifications Functionalities as per Annexure-9
6. Compliance Statement as per Annexure-11
7. Undertaking Letter as per Annexure-12.
8. Escalation Matrix as per Annexure-13
9. Ownership letter by the bidder. (Undertaking letter by the bidder taking the ownership of the project execution in case third party also involved in project execution either fully or partially. The bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership.)
10. Undertaking letter by the bidder for providing technical Advisory, service Support and guidance during contract period.
11. The bidder should submit an undertaking letter that they will provide necessary software with latest version and any third-party licenses with latest version required for the implementation of the Solution.
12. Technical Documentation (Product Brochures, leaflets, manuals, drawings).
13. A detailed list of the other Infrastructure required and any other precautions to be undertaken should be given in detail along with the Technical Proposal

**APPENDIX C****Instruction to be noted while preparing/submitting Part B- Commercial Bid**

The Commercial Bid should be made in an organized, structured, and neat manner. Brochures/ leaflets etc., should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the authorized signatory.

The suggested format for submission of commercial Offer for this RFP is as follows:

1. Bidder's Covering letter as per Annexure-14
2. Commercial Version of Commercial Bids as per Annexure-15

Punjab National Bank

APPENDIX-D**FORMAT OF CONTRACT PERFORMANCE GUARANTEE**

(To be submitted on Non-Judicial stamp paper of appropriate value Purchased in the name of the issuing Bank)

Bank Guarantee No.  
.....

To:  
The Assistant General Manager  
Punjab National Bank,  
Corporate Office-Credit Card Division,  
Sec-10, Dwarka,  
New Delhi-110075

Dear Sir,

In consideration of PUNJAB NATIONAL BANK hereinafter referred to as the "VENDEE", which expression shall, unless repugnant to the context or meaning, thereof include its successors, representatives and assignees, having awarded in favour of M/s .....Having registered office at

..... Hereinafter referred to as the "BIDDER", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, representatives and assignees, a Contract, hereinafter "referred as the "CONTRACT" for the..... on terms and conditions set out inter-alia, in the VENDEE's Contract/ Letter of Award No. .... dated ..... as well as "CONTRACT" documents, and the same having been unequivocally accepted by the BIDDER and the BIDDER having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire "Contract" including the warranty obligations/ liabilities under the contract, if any, to the VENDEE amounting to Rupees..... (In words) as Contract Security in the form of a Bank Guarantee.

We .....(Name) .....(Address) hereinafter referred to as the "BANK" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representatives, administrators, representatives and assignees do hereby irrevocably guarantee and undertake to pay the VENDEE merely on demand without any previous notice and without any demur and without referring to any other source, any and all monies payable by the BIDDER by reason of any breach by the said BIDDER of any of the terms and conditions of the said CONTRACT to the extent of Rupees..... at any time up to ..... (Day/month/year). Any such demand made by the VENDEE on the Bank shall be conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/ pending before any court, tribunal, arbitration or any other authority. The Bank agrees that the guarantee herein contained shall continue to be enforceable till this sum due to the VENDEE is fully paid and claims satisfied or till the VENDEE discharges this Guarantee.

The VENDEE shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time, to extend the time of

performance by the BIDDER. The Bank shall not be released from its liabilities under these presents by any exercise of the VENDEE of the liberty with reference to the matter aforesaid.

The VENDEE shall have the fullest liberty, without affecting the guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the BIDDER and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the CONTRACT between the VENDEE and the BIDDER or any other course or remedy or security available to the VENDEE and the BANK shall not be released of its obligations/ liabilities under these presents by any exercise by the VENDEE of his liberty with reference to the matters aforesaid or any of them or by reasons of any other act or forbearance or other acts of omission or commission on part of the VENDEE or any other indulgence shown by the VENDEE or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank Guarantee. The Bank further undertakes not to revoke this guarantee during its currency without the previous consent of the VENDEE.

The Bank further agrees that decision of the VENDEE as to the failure on the part of the BIDDER to fulfil their obligations as aforesaid and/ or as to the amount payable by the BANK to the VENDEE hereunder shall be final, conclusive and binding on the BANK.

The Bank also agrees that the VENDEE shall be entitled at his option to enforce this guarantee against the BANK as a principal debtor, in the first instance notwithstanding any other Security or guarantee that it may have in relation to the BIDDER's liabilities.

This guarantee will not be discharged due to the change in the constitution of the BANK or the BIDDER(S).

**Notwithstanding anything contained herein:**

- a. Our liability under this bank guarantee shall not exceed Rs.....  
(in words)
- b. This bank guarantee shall be valid for ..... years and ..... Days (Claim Period)
- c. We are liable to pay the guaranteed amount or under this bank guarantee only and only if you serve upon us a written claim or demand on or before.....

We have the power to issue Performance Guarantee in your favour by statute and the undersigned has full power to execute Performance Guarantee under the Power of Attorney to him by the Bank.

Dated this; day of ..... 2019.  
For and on behalf of .....

Signature .....

Printed Name .....

Designation .....

Staff Code No. ....

Bank Seal .....

Place: .....

**APPENDIX-E****Format for Bank Guarantee for Earnest Money Deposit**

To

.....

.....

WHEREAS \_\_\_\_\_ (Name of Tenderer) (hereinafter called "the Tenderer" has submitted its tender dated \_\_\_\_\_ (Date) for the execution of (Name of Contract) \_\_\_\_\_ (hereinafter called "the Tender") in favour of \_\_\_\_\_ ( hereinafter called the "Beneficiary";KNOW ALL MEN by these presents that we, \_\_\_\_\_ (name of the issuing Bank), a body corporate constituted under the \_\_\_\_\_ having its Head Office at \_\_\_\_\_ amongst others a branch/office at \_\_\_\_\_ (hereinafter called "the Bank" are bound unto the Beneficiary for the sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for which payment well and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents; THE CONDITIONS of this obligation are: a) If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or I. If the Tenderer having been notified of the acceptance of his Tender by the Beneficiary during the period of Tender validity; fails or refuses to execute the RFP, if required; or II. Fails or refuses to furnish the performance security, in accordance with terms and of conditions of RFP/Contract. We undertake to pay to the Beneficiary up to the above amount upon receipt of his first written demand without the Beneficiary having to substantiate his demand, provided that in his demand the Beneficiary will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. Notwithstanding anything contained herein

- i. Our liability under this Bank Guarantee shall not exceed Rs.....(INR \_\_\_\_\_ only)
- ii. This Bank Guarantee is valid up to \_\_\_\_\_ and;
- iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (mention period of guarantee as found under clause (ii) above plus claim period)

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2019

## SIGNATURE &amp; SEAL OF THE BANK

**APPENDIX -F**List of Circle Offices of Punjab National Bank

S.No	CIRCLE OFFICE*	S NO.	CIRCLE OFFICE*
1	AGRA	39	JALANDHAR
2	AHMEDABAD	40	JAMMU
3	ALLAHABAD	41	JHANSI
4	ALWAR	42	JODHPUR
5	AMRITSAR	43	KANPUR
6	ARRAH	44	KAPURTHALA
7	BANGALORE	45	KARNAL
8	BAREILLY	46	KASHIPUR
9	BHARATPUR	47	KOLKATA
10	BHATINDA	48	KOZHIKODE
11	BHOPAL	49	KURUKSHETRA
12	BHUBANESWAR	50	LUCKNOW
13	BIHARSHARIF	51	LUDHIANA
14	BOKARO	52	MANDI
15	BULANDSHAHR	53	MEERUT
16	BURDWAN	54	MIDNAPORE
17	CHANDIGARH	55	MORADABAD
18	CHENNAI	56	MUMBAI CITY
19	COIMBATORE(TN)	57	MUMBAI SUBURB
20	DARBHANGA	58	MUZAFFARNAGAR
21	DEHRADUN	59	MUZAFFARPUR
22	NORTH DELHI	60	NAGPUR
23	SOUTH DELHI	61	PATIALA
24	DHARAMSHALA	62	PATNA
25	ERNAKULAM	63	PUNE
26	FAIZABAD	64	RAIPUR
27	GAYA	65	RANCHI
28	GORAKHPUR	66	ROHTAK
29	GUWAHATI	67	SHIMLA
30	GWALIOR	68	SRIGANGANAGAR
31	HAMIRPUR	69	UDAIPUR
32	HARDWAR	70	VARANASI
33	HISSAR	71	VIJAYWADA(AP)
34	HOSHIARPUR	72	CENTRAL DELHI
35	HYDERABAD(TELANGAN A)	73	NOIDA

36	INDORE	74	SURAT
37	JABALPUR	75	SAMBALPUR
38	JAIPUR	76	BILASPUR

\*New circles and zone will be added after amalgamation with OBC and UBI.

\*\* MSE bidder is exempted from payment of Earnest Money Deposit & Cost of RFP if bidder can furnish requisite proof subject to the satisfaction of Bank.

Punjab National Bank