

CORRIGENDUM - I - RFP NO: PNB HO/DBD/e-Surveillance/RFP/2020-21/01 Dated 28.01.2021- OPEN TENDER RFP FOR COMPREHENSIVE CENTRALLY MONITORED ELECTRONIC SURVEILLANCE SYSTEM/SOLUTION FOR ATMs/e-Lobbies ON OPEX MODEL BASIS

Sr No	RFP Page No	RFP clause No.	Existing Clause	Amendment in Clause
1	10	1	The centralized Banking Solution covers all the SOLs (Service Outlets), which are connected to the Data Centre and DRS through an Enterprise Wide Network which is at two tier meshed architecture	The centralized Banking Solution covers all the SOLs (Service Outlets), which are connected to the Data Centre and DRS through an Enterprise Wide Network which is a two tier meshed architecture
2	11	2	In addition to the requirement for PNB, the selected bidder may also be required to supply, if required, the hardware to Bank's subsidiaries, its sponsored RRBs and any of its existing or future subsidiaries/entities or in case of merger with any other organization at the same rate and same terms and conditions.	In addition to the requirement for PNB, the selected bidder may also be required to supply, if required, the hardware (Required for COMPREHENSIVE CENTRALLY MONITORED ELECTRONIC SURVEILLANCE SYSTEM/SOLUTION FOR ATMs/e-Lobbies ON OPEX MODEL BASIS as given to bank under this RFP) to Bank's subsidiaries, its sponsored RRBs and any of its existing or future subsidiaries/entities or in case of merger with any other organization at the same rate and same terms and conditions.
3	21-22	30	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.	<p>The service provider or the Bank shall not be responsible for delays or non-performance of any or all contractual obligations due to any Force Majeure cause which is beyond the control of the service provider or Bank, as the case may be and which substantially affects the performance of the obligations under the Agreement of the contract such as including:</p> <p>a) Acts of God, natural calamities, including but not limited to floods, droughts, earthquakes and epidemics;</p> <p>b) Acts of any country, domestic or foreign, including but not limited to war, declared or undeclared priorities, quarantines, embargoes;</p> <p>c) Acts of public enemy, accidents and disruptions including but not limited to fires, explosions, breakdowns of essential machinery or equipment;</p> <p>d) Transportation delay due to force majeure or accidents;</p> <p>e) Strikes, lockouts and sabotages;</p> <p>f) Riots and civil commissions;</p> <p>g) Lockdown imposed by Govt, Pandemic declared by Govt and Quarantine restriction imposed by the govt;etc.</p> <p>Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.</p>

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				<p>Provided that the service provider shall notify the Bank in writing of such causes within ten days from the occurrence of such a cause. Unless otherwise directed by the Bank in writing, the service provider shall to the extent possible mitigate the consequences of the force majeure event and make all necessary alternative arrangements to perform their obligations and accordingly continue to perform its obligations under the contract as far as possible, and shall seek all means for performance of all the obligations, not prevented by the Force Majeure event. Provided further that in case of delay in Services, which shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the contract and the Bank shall have the right to terminate this contract without giving any further notice to the service provider. Further, Bank also reserves the right to assign the work to other service providers without any consequences and claims</p>
4	24	Terms and Condition Annexure 1 Point 7 IMPLEMENTATION	Bidder shall be responsible for complete installation and operationalization of the systems ordered at site within 45 days from the date of issuance of purchase order without any installation cost. However Bank has right to cancel the order, if the same is not delivered and installed within 45 days.	<p>Bidder shall be responsible for complete installation and operationalization of the systems ordered at site within 45 days from the date of issuance of purchase order without any installation cost if POs are placed by Circles / Zones for individual sites. However Bank has right to cancel or/and terminate the order, if the same is not delivered and installed within 45 days.</p> <p>When Bulk PO is issued by ZO/HO, rollout at all the sites has to be completed within 90 days from date of PO issued. However Bank has right to cancel or/and terminate the order, if the same is not delivered and installed within 90 days.</p>
5	25	Terms and Condition Annexure 1 Point 9. D	Payment will be made after deducting TDS as per Income Tax Rules and any other Govt. dues/taxes which may be levied in future	Payment will be made after deducting TDS as per Income Tax Rules, GST as applicable and any other Govt. dues/taxes which may be levied in future

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6	25	Terms and Condition Annexure 1 Point 9.F	All expenses, duties, stamp duty, taxes (including GST), other charges / expenses if any, which may be levied in connection with execution of this Agreement shall be borne by the Service Provider only	All expenses, duties, stamp duty, taxes (including GST), other charges / expenses if any, which may be levied in connection with execution of the Agreement shall be borne by the Service Provider only
7	25	Terms and Condition Annexure 1 Point 9.H	The Bank may withhold payment of any amount that it disputes in good faith for the services rendered, related to erroneous invoice and may set-off penalty amount which service provider owes the Bank under this Agreement	The Bank may withhold payment of any amount that it disputes in good faith for the services rendered, related to erroneous invoice and may set-off penalty amount which service provider owes the Bank under the Agreement
8	26	12. UPGRAD ES AND UPDATES	The bidder shall be required to provide all future updates and upgrades for the proposed Solution/Appliance/hardware & software provided free of cost during contract period. If however, the upgrades/updates is not available then the support for the implemented Solution/ Appliance/hardware & software should be available at any point of time.	The bidder shall be required to provide all future updates and upgrades for the proposed Solution/Appliance/hardware & software provided free of cost during contract period within 30 days of Update/upgrade available for the procured solution. If however, the upgrades/updates is not available then the support for the implemented Solution/ Appliance/hardware & software should be available at any point of time.
9	27	15. LIQUIDATED DAMAGES	Penalty and LD is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the selected Bidder to prove that the delay is attributable to the Bank and Force Majeure. The selected Bidder shall submit the proof authenticated by the Bidder and Bank's official that the delay is attributed to the Bank and/or Force Majeure along with the bills requesting payment	Penalty OR Liquidated Damages is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the selected Bidder to prove that the delay is attributable to the Bank and Force Majeure. The selected Bidder shall submit the proof authenticated by the Bidder and Bank's official that the delay is attributed to the Bank and/or Force Majeure along with the bills requesting payment

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10	27	15. LIQUIDATED DAMAGES	Clause Added	<p>Any financial loss to the Bank on account of fraud/data breach/loss/damage, third party claims of infringement of patent, trademark or industrial design, etc taking place due to successful bidder, its employees or due to successful bidder's negligence shall be recoverable from the successful 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 successful bidder.</p> <p>Regulatory Compliance: Successful 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 successful bidder and the bank shall be compensated for the same.</p>
11	28	22. Indemnity- Amendment in clause		<p>PNB shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party services and the bidder shall compensate the bank for any such financial loss arising out of such claim/litigation.</p>
12	29	24.1 Termination for Default- Amendment in clause	<p>Notwithstanding anything contained hereinabove, the Bank reserves the right to terminate the contact at any time without assigning any reasons. In case of termination of contract for the reasons that the services of successful bidder are not found satisfactory", the Bank shall be free to Blacklist the successful bidder thereby debarring them from participating in future Bids/Tender processes.</p>	<p>Bank may also terminate the contract anytime during its currency, pursuant to change in guidelines issued by government / RBI and other statutory bodies affecting the Scope of Work defined under the contract. However, the Bank shall make outstanding payments towards all pending work orders executed by the vendor for which payment has not been made. Notwithstanding anything contained in the RFP, the Bank reserves the right to terminate the contact at any time without assigning any reasons.</p> <p>In case of termination of contract for the reasons that the services of successful bidder are not found satisfactory", the Bank shall be free to Blacklist the successful bidder thereby debarring them from participating in future Bids/Tender processes</p>

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13	30	27. Compliance with laws	<p>The Parties will comply with all laws and regulations applicable to their respective businesses including without limitation, all privacy, database, copyright, trademark, patent, trade secret, export and Anti Bribery Laws.</p> <p>The selected service provider hereto agrees that it shall comply with Labor Laws and all applicable union, state and local laws, ordinances, regulations, CVC / RBI guidelines / statutory requirements and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required at no additional cost to the Bank.</p> <p>The selected service provider has represented that their company holds all valid, licenses/registrations as may be required under the laws prevalent from time to time, in particular but not limited to, The Contract Labor (Abolition and Regulation Act) and other labor laws. The service provider shall ensure that all such registrations/licenses where required, are kept valid and subsisting throughout the term of this agreement.</p> <p>If at any time during the term of this Agreement, if Bank is informed or information comes to its attention that the selected service provider is or may be in violation of any terms and conditions mutually agreed between the Bank and the service provider, which proves to be unsatisfactory to the Bank, then the Bank shall be entitled to terminate this Agreement by giving not less than one-month notice in writing.</p>	<p>Compliance of Order No. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance Department of Expenditure, Govt. Of India:</p> <p>This RFP and process incidental thereto shall remain subject to the guideline/order issued by Ministry of finance Department of Expenditure, Govt. Of India vide its Order No. 6/18/2019-PPD dated 23rd July 2020. The Model Clause for the tender as prescribed in terms of para 4 of aforesaid order, is hereby disclosed as under:</p> <p>I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in the Annexure I of aforesaid Order .</p> <p>II. "Bidder" for the purpose of aforesaid order (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies/proprietorship firm/partnership firm/LLP), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>III. "Bidder from a country which shares a land border with India" for the purpose of aforesaid Order means: - a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls</p>
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				<p>under any of the above</p> <p>IV. The beneficial owner for the purpose of (iii) above and aforesaid order will be as under:</p> <p>1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation—</p> <p>a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;</p> <p>b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;</p> <p>2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</p> <p>3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</p> <p>4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;</p> <p>5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p>V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p> <p>VI. The successful bidder shall not be allowed to sub-contract works</p>
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				<p>to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.</p> <p>The Parties will comply with all laws and regulations applicable to their respective businesses including without limitation, all privacy, database, copyright, trademark, patent, trade secret, export and Anti Bribery Laws.</p> <p>The selected service provider hereto agrees that it shall comply with Labor Laws and all applicable union, state and local laws, ordinances, regulations, CVC / RBI guidelines / statutory requirements and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required at no additional cost to the Bank. The selected service provider has represented that their company holds all valid, licenses/registrations as may be required under the laws prevalent from time to time, in particular but not limited to, The Contract Labor (Abolition and Regulation Act) and other labor laws. The service provider shall ensure that all such registrations/licenses where required, are kept valid and subsisting throughout the term of the agreement.</p> <p>If at any time during the term of the Agreement, if Bank is informed or information comes to its attention that the selected service provider is or may be in violation of any terms and conditions mutually agreed between the Bank and the service provider, which proves to be unsatisfactory to the Bank, then the Bank shall be entitled to terminate the Agreement by giving not less than one-month notice in writing</p>
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14	30	28. GOVERNING LAWS AND DISPUTES	<p>All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the Arbitration and Conciliation Act 1996, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of courts at Delhi.</p> <p>The bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained. The venue of the arbitration shall be Delhi. This is applicable to successful bidder only</p>	<p>All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. In case of failure to resolve the disputes or differences between the parties amicably, the matter may be referred to a sole arbitrator nominated by the bank after issue of at least 30 days notice in writing to the other party clearly setting out there in the specific disputes and the same shall be settled by arbitration in accordance with the Indian Laws relating to arbitration, i.e. in accordance with the provision of the Indian Arbitration and Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the parties. Any appeal will be subject to the exclusive jurisdiction of courts at Delhi. All arbitration proceeding shall be conducted in English and a daily English record of such proceeding shall be maintained.</p> <p>The bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained.</p> <p>The venue of the arbitration shall be Delhi. This is applicable to successful bidder only</p>
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15	31	30. PATENT RIGHTS	<p>The supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India. The supplier shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad. The supplier shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible including all expenses and court and legal fees. The Bank will give notice to the Supplier of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim. The Supplier shall grant to the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use software (and other software items) provided by the supplier, including-all inventions, designs and marks embodied therein in perpetuity.</p>	<p>The supplier shall indemnify and keep harmless the Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India.</p> <p>The supplier shall, at their own expense, defend and indemnify and keep the Bank harmless against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad. The supplier shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible to compensate the bank against such financial loss including all expenses and court and legal fees. The Bank will give notice to the Supplier of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim. The Supplier shall grant to the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use software (and other software items) provided by the supplier, including-all inventions, designs and marks embodied therein in perpetuity</p>
16	31	31. ASSIGNMENT	<p>The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser's prior written consent</p>	<p>(i) The successful bidder shall not assign to anyone, in whole or in part, it's obligations to perform under the contract, except with the Bank's prior written consent and PNB reserves its right to terminate the Agreement, if no such consent is obtained by the successful bidder.</p> <p>(ii) If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this contract shall be considered to be assigned to the new party and such an act shall not effect the rights and obligations of the successful bidder and such amalgamated/merged entity.</p>

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17	31	<p>33. PRINCIPAL TO PRINCIPAL RELATIONSHIP</p>	<p>The employees engaged by the Successful bidder shall be deemed to be the employees of successful bidder only, and the Bank shall not be connected with the employment or the terms and conditions thereof in any way. The Successful bidder alone would comply with the statutory obligations and Labour Regulations/ Rules in this regard. None of the provisions of this Agreement shall be deemed to constitute a partnership between the parties hereto, and neither party shall have authority to bind the other except as specifically provided for hereunder. Neither party hereto is the agent of the other and there is no master-servant relationship between the parties. The relationship is on principal to principal basis.</p> <p>The Successful bidder shall be responsible for payments of all statutory dues with respect to each of its personnel/employees engaged by it to render service under this Agreement with respect to each applicable Labour law, including, the Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Payment of Bonus Act, 1965, the Employees' State Insurance Act, 1948, the Payment of Gratuity Act, 1972, the Maternity Benefit Act, 1961, the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, etc. No dues/contributions under any labour legislations, as applicable, are payable by the Bank with respect to the Successful bidder's personnel/employees. The successful bidder will have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to personnel/employees of under applicable labour legislations.</p>	<p>The employees engaged by the Successful bidder shall be deemed to be the employees of successful bidder only, and the Bank shall not be connected with the employment or the terms and conditions thereof in any way. The Successful bidder alone would comply with the statutory obligations and Labour Regulations/ Rules in this regard. None of the provisions of the Agreement shall be deemed to constitute a partnership/joint venture between the parties hereto, and neither party shall have authority to bind the other except as specifically provided for hereunder. Neither party hereto is the agent of the other and there is no master-servant relationship between the parties. The relationship is on principal to principal basis. The Successful bidder shall be responsible for payments of all statutory dues with respect to each of its personnel/employees engaged by it to render service under this Agreement with respect to each applicable Labour law, including, the Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Payment of Bonus Act, 1965, the Employees' State Insurance Act, 1948, the Payment of Gratuity Act, 1972, the Maternity Benefit Act, 1961, the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, etc. No dues/contributions under any future law/labour legislations, as applicable, are payable by the Bank with respect to the Successful bidder's personnel/employees. The successful bidder will have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to personnel/employees of under applicable labour legislations</p>
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18	32	34. LIMITATI ON OF LIABILITY	Successful bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for a) IP Infringement indemnity b) Bodily injury (including Death) and damage to real property and tangible property caused by successful bidder/s' gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the successful bidder that gave rise to claim, under this tender. Successful bidder shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order	Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. In the following circumstances limitation of liability shall not apply and the bidder shall be liable for amount of cost, damages, compensation, penalty etc. suffered by the bank:- a) Breach of the confidentiality provisions b) Liability for an infringement of a third party's IPR by the bidder ; c) Employment liabilities for bidder's staff relating to the period of their employment withincontractual period while working with purchaser Bank and; d) Any other liability that cannot be capped or excluded as a matter of applicable law and imposed by the statutory authority/ government bodies/ court tribunals etc. e) Any other breach caused due to the non-performance of the obligations of the bidder under the Agreement. f) This limit shall not apply to third party claims.
19	32	Amendm ent in Annex I Point 35 SUBCON TRACTIN G		Subcontracting is prohibited. However, if due to some unavoidable circumstances, such requirement is needed in part or full, then the successful bidder will have to obtain specific written permission from the Competent Authority of the Bank under whose jurisdiction tender 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 successful bidder only and any third-party contract made by it and terms & conditions associated therewith will not be binding on PNB. The successful 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 successful

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					bidder shall provide subcontracting details to the Bank and if require, Bank may evaluate the same
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20	32	Amendment in Annex I Point 36 CONFIDENTIALITY	<p>“Confidential Information” mean all information which is material to the business operations of either party or its affiliated companies, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise provided. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not. This clause shall survive even after the expiry / termination of the agreement. All information relating to the accounts of the Bank’s customers shall be confidential information, whether labelled as such or otherwise.</p> <p>All information relating to the infrastructure and Applications (including designs and processes) shall be deemed to be Confidential Information whether labelled as such or not. Service Provider personnel/resources responsible for the project are expected to take care that their representatives, where necessary, have executed a Non-Disclosure Agreement similar to the provisions of the Non-Disclosure Agreement signed between the Bank and Service Provider.</p> <p>Each party agrees that it will not disclose any Confidential Information received from the other to any third parties under any</p>
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				<p>circumstances without the prior written consent of the other party unless such disclosure of Confidential Information is required by law, legal process or any order of any government authority. Service Provider in this connection agrees to abide by the laws especially applicable to confidentiality of information relating to customers of Banks and the banks per-se, even when the disclosure is required under the law. In such event, the Party must notify the other Party that such disclosure has been made in accordance with law, legal process or order of a government authority.</p> <p>Each party, including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in the Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same.</p> <p>Each party may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the Agreement. Further each party shall ensure that each personnel representing the respective party agree to be bound by the terms of the Agreement.</p> <p>The non-disclosure obligations herein contained shall not be applicable only under the following circumstances:</p> <ul style="list-style-type: none">(i) Where Confidential Information comes into the public domain during or after the date of the Agreement otherwise than by Disclosure by a Party in breach of the terms hereof.(ii) Where any Confidential Information was disclosed after receiving the written consent of the other Party.(iii) Where if a Party is requested or required by law or by any Court or governmental agency or authority to disclose any of the confidential information, then that Party will provide the other party with prompt notice of such request or requirement prior to such disclosure.(iv) Where any Confidential Information was received by the Party from a third party which does not have any obligations of confidentiality to the other Party.
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				<p>(v)Where any Confidential Information is required to be disclosed pursuant to a requirement of a governmental agency or law so long as the parties provide each other with timely prior written notice of such requirement and provide all reasonable co-operation in respect to taking protective action against such disclosure requirement.</p> <p>Service Provider shall abide with the Bank's IT and IS policy in key concern areas relevant to the project. Specific requirements will be shared as and when required.</p> <p>Service Provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis. Service Provider shall also implement any enhanced solutions mandated by security requirements for any / all types of Software / support.</p> <p>The Service Provider shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under the Agreement.</p> <p>Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Service Provider's performance under the Agreement.</p> <p>Upon expiration or termination of the Agreement and on all amounts as due and payable to Service Provider under the Agreement having been received by Service Provider, all proprietary documents, software documentation, programs partially or wholly completed, or materials or any data provided by the bank and data gathered from sites which are directly related to any project under the Agreement shall be delivered to the Bank or at the Bank's written instruction destroyed, and no copies shall be retained by Service provider without the Bank's written consent.</p> <p>The security aspect of the solution / software will be comprehensively reviewed periodically by the Bank, and Service Provider shall carryout modifications / updates based on the security review recommendations on case to case basis without any cost to Bank.</p>
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21	77	Draft level agreement	<p>BETWEEN</p> <p>Punjab National Bank, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970, having its Corporate Office at Plot No. 4, Sector 10, Dwarka, New Delhi-110075 and amongst other offices its Digital Banking Division at, Plot-5, Institutional Area, Sector-32, Gurugram-122001, Haryana hereinafter referred to as “the Bank” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns) of one Part: AND</p> <p>_____ company incorporated under the provisions of the Companies Act, 1956/2013, and having its registered Office at _____ hereinafter referred to as “Service Provider”, which expression shall mean to include its successors in title and permitted assigns) of the Other Part :</p>	<p>BETWEEN</p> <p>Punjab National Bank, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970, having its Corporate Office at Plot No. 4, Sector 10, Dwarka, New Delhi-110075 and amongst other offices its Digital Banking Division at, Plot-5, Institutional Area, Sector-32, Gurugram-122001, Haryana hereinafter referred to as “the Bank” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns) of one Part: AND</p> <p>_____ company incorporated under the provisions of the Companies Act, 1956/2013, and having its registered Office at _____ hereinafter referred to as “Service Provider”, which expression shall mean to include its successors in title and permitted assigns) of the Other Part (Details of the authorized signatory be mentioned along with the date of Board Resolution pursuant to which such person was authorized to execute the agreement. CIN of the company be mentioned):</p>
22	79	1.2.2	<p>This Agreement shall be in force for a period of FIVE (5) years, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement or RFP. The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term at the sole discretion of the Bank.</p>	<p>This Agreement shall be in force for a period of FIVE (5) years, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement or RFP. The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term at the sole discretion of the Bank as per the relevant clause of RFP</p>
23	80	2.1	<p>ATM Sites located across the length and breadth of India, under 24 Zonal Offices /161 Circle offices of PNB</p>	<p>ATM Sites located across the length and breadth of India, under 24 Zonal Offices /161 Circle offices of PNB which may change upon merger/amalgamation or reconstitution of the organization</p>

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24	83	3.6.7	Provider shall submit a Performance Bank Guarantee to the Bank for an amount equivalent to 3 % of order value (Price per month X number of ATM Sites X 12) within 15 days of issuance of Letter of Intent (LOI). The bank guarantee will be valid for period of five years and additional period of 12 months and such other extended period as the Bank may decide for due performance of the project obligations	Service Provider shall submit a Performance Bank Guarantee to the Bank for an amount equivalent to 3 % of order value (Price per month X number of ATM Sites X 12) within 15 days of issuance of Letter of Intent (LOI). The bank guarantee will be valid for period of five years and additional period of 12 months and such other extended period as the Bank may decide for due performance of the project obligations as stipulated in the RFP.
25	85	4.2.iii	Service provider, if permitted to sub-contract, shall ensure that Service provider personnel and its subcontractors will abide by all reasonable directives issued by the Bank, including those set forth in the Bank's then-current standards, policies and procedures (to the extent applicable), all on-site rules of behaviour, work schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time	Service provider, if permitted to sub-contract, shall ensure that Service provider personnel and its subcontractors will abide by all reasonable directives issued by the Bank, including those set forth in the Bank's then-current standards, policies and procedures (to the extent applicable), all on-site rules of behaviour, work schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time. Sub-contracting shall be governed by the relevant clause of RFP as provided therein
26	88	Amendm ent in 5.2 as 5.2.11		The of the Company is authorised by Board of Directors vide Resolution dated to approve the Terms & Conditions of the service level agreement and to finalize and sign the same on behalf of service provider (to be updated once board resolution is submitted by the service provider)
27	88	6.1	Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of any deficiency in Services rendered by Service Provider or breach of any obligations mentioned in clause 5 hereinabove, including without limitation, breach of confidentiality obligations or any acts of commission / omission on the part of employees, agents, representatives or Sub-Contractors of Service Provider. Service Provider agrees to make good the loss suffered by the Bank on first demand made by the Bank in this regard which shall be final conclusive and binding on the Service Provider.	Service Provider agrees and hereby keeps the Bank indemnified and harmless at all times against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, legal expenses (Attorney, Advocates fees included), etc which the Bank may suffer or incur on account of any deficiency in Services rendered by Service Provider or breach of any obligations mentioned in clause 5 hereinabove, including without limitation, breach of confidentiality obligations or any acts of commission / omission on the part of employees, agents, representatives or Sub-Contractors, etc of Service Provider. Service Provider agrees to make good the loss suffered by the Bank on first demand made by the Bank in this regard which shall be final conclusive and binding on the Service Provider

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28	88	Amendm ent in 6 as 6.6		In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine supplied by the service provider covered under the purchase contract or the use thereof, the service provider agrees and undertakes to defend and / or to assist the Bank in defending at the bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank. Service provider (Vendor) will also assume full responsibility of any loss or damage caused due to any of their onsite engineer/representative
29	89	8 TRANSITI ON REQUIRE MENT	In the event of failure of the Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another service provider. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistances to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of Services. If existing service provider is found to be in breach of this obligation, they shall be liable for paying a penalty amount equivalent to 10% of the total contract value, on demand to the Bank, which may be settled from the payment of invoices or performance guarantee for the contracted period	In the event of failure of the Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another service provider. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistances to the new Service Provider within such period prescribed by the Bank, at no extra cost, charges, expenses, etc to the Bank, for ensuring smooth switch over and continuity of Services. If existing service provider is found to be in breach of this obligation, they shall be liable for paying a penalty amount equivalent to 10% of the total contract value, on demand to the Bank, which may be settled from the payment of invoices or performance guarantee for the contracted period

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30	89	<p>9. LIQUIDATED DAMAGES</p>	<p>The Bidder should adhere to laws of the land and rules, regulations and guidelines issued by the various regulatory, statutory and Government authorities as required from time to time during the course of the contract. If the selected Bidder fails to complete the due performance of the contract in accordance to the terms and conditions, the Bank reserves the right either to terminate the contract or to accept performance already made by the selected Bidder after imposing Penalty on Selected Bidder. Both Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently. The penalty is for delay of performance and not for termination, whereas the liquidated damages are applicable only on event of termination on default. Penalty and LD is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the selected Bidder to prove that the delay is attributable to the Bank and Force Majeure. The selected Bidder shall submit the proof authenticated by the Bidder and Bank's official that the delay is attributed to the Bank and/or Force Majeure along with the bills requesting payment.</p> <p>The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner. If any act or failure by the Bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions, to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures. If the Bidder fails to complete the due performance of the contract in document, the Bank reserves the right either to terminate the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated damages for non-performance.</p> <p>In case of termination of contract the Bank reserves the</p>	<p>The service provider should adhere to laws of the land and rules, regulations and guidelines issued by the various regulatory, statutory and Government authorities as required from time to time during the course of the contract.</p> <p>If the service provider fails to complete the due performance of the contract in accordance to the terms and conditions, the Bank reserves the right either to terminate the contract or to accept performance already made by the service provider Bidder after imposing Penalty on service provider.</p> <p>Both Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently. The penalty is for delay of performance and not for termination, whereas the liquidated damages are applicable only on event of termination on default.</p> <p>Penalty and Liquidity Damage liquidated damage is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the service provider to prove that the delay is attributable to the Bank and Force Majeure. The service provider shall submit the proof authenticated by the service provider and Bank's official that the delay is attributed to the Bank and/or Force Majeure along with the bills requesting payment.</p> <p>The service provider shall perform its obligations under the agreement entered into with the Bank, in a professional manner. If any act or failure by the service provider under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions, to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures. If the service provider fails to complete the due performance of the contract in document, the Bank reserves the right either to terminate the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated damages for non-performance.</p>
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			<p>right to recover an amount equal to 5% of the Contract value as Liquidated Damages for non-performance. If the Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this Agreement, the Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project cost for delay of each week or part thereof maximum up to 5% of total Project cost. Once the maximum deduction (10% of Project Cost) is reached, the Bank may consider termination of the Agreement</p>	<p>In case of termination of contract the Bank reserves the right to recover an amount equal to 5% of the Contract value as Liquidated Damages for non-performance.</p> <p>If the Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this Agreement, the Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project cost for delay of each week or part thereof maximum up to 5% of total Project cost. Once the maximum deduction (5% of Project Cost) is reached, the Bank may consider termination of the Agreement</p>
31	90	10. RELATIONSHIP	10.1 It is specifically agreed that the Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect of	The employees engaged by service provider shall be deemed to be the employees of service provider only, and the Bank shall not be connected with the employment or the terms and conditions thereof

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		<p>BETWEEN THE PARTIES</p> <p>the transactions/services which give rise to Principal - Agent relationship by express agreement between the Parties.</p> <p>10.2 Neither the Service Provider nor its employees, agents, representatives, Subcontractors shall hold out or represent as agents of the Bank.</p> <p>10.3 None of the employees, representatives or agents of Service Provider shall be entitled to claim any absorption or any other claim or benefit against the Bank.</p> <p>10.4 This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.</p> <p>10.5 All the obligations towards the employees of Service Provider including that on account of personal accidents/casualties occurred while working in the premises of the other /Bank shall be with the respective employer/ Service Provider and not on the /Bank in whose premises the accident/casualties occurred. In other words, Bank should not be made responsible for any incidental or accidental expenses or casualties arising out of QRT services, Housekeeping (cleaning) services, etc. and the responsibilities lies with Service Provider only.</p>	<p>in any way. Service provider alone would comply with the statutory obligations and Labour Regulations/ Rules in this regard. None of the provisions of this Agreement shall be deemed to constitute a partnership/joint venture between the parties hereto, and neither party shall have authority to bind the other except as specifically provided for hereunder. Neither party hereto is the agent of the other and there is no master-servant relationship between the parties. The relationship is on principal to principal basis.</p> <p>Service provider shall be responsible for payments of all statutory dues with respect to each of its personnel/employees engaged by it to render service under this Agreement with respect to each applicable Labour law, including, the Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Payment of Bonus Act, 1965, the Employees' State Insurance Act, 1948, the Payment of Gratuity Act, 1972, the Maternity Benefit Act, 1961, the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, etc. No dues/contributions under any labour legislations, as applicable or made applicable in future, are payable by the Bank with respect to service provider's personnel/employees. Service provider will have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to personnel/employees of under applicable labour legislations</p> <p>All the obligations towards the employees of Service Provider including that on account of personal accidents/casualties occurred while working in the premises of the other /Bank shall be with the respective employer/ Service Provider and not on the /Bank in whose premises the accident/casualties occurred. In other words, Bank should not be made responsible for any incidental or accidental expenses or casualties arising out of QRT services, Housekeeping (cleaning) services, etc. and the responsibilities lies with Service Provider only</p>
32	90	11. SUB CONTRACTING	Refer Bidder as Service Provider

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33	92	Amend in 12. INTELLECTUAL PROPERTY RIGHTS as 12.8		Each Party agrees and undertakes not to violate or infringe any intellectual property of the other Party and not to use, without the prior written consent of the other Party, intellectual property of the other Party in any manner whatsoever
33	92	12.3	Service Provider shall, at their own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of trade mark, patent, copyright, industrial design or any other Intellectual Property Rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad. In case of violation / infringement of patent / trademark / copyright / trade secret or industrial design, (Service provider) shall, after due inspection and testing, get the solution redesigned for the Bank at no extra cost	Service Provider shall, at their own expenses without any limitation, indemnify and keep fully and effectively indemnified, harmless and compensate the the Bank against all costs, claims, damages, demands, expenses and liabilities, litigation/award by any court/tribunal directing the bank to pay compensation of whatsoever nature arising out of or in connection with all claims of infringement of trade mark, patent, copyright, industrial design or any other Intellectual Property Rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad. In case of violation / infringement of patent / trademark / copyright / trade secret or industrial design, (Service provider) shall, after due inspection and testing, get the solution redesigned for the Bank at no extra cost
34	93	13.1	It is agreed by and between the parties that the Service Provider shall get itself annually audited by internal/external empanelled Auditors appointed by the Bank/ inspecting official from the Bank, Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and the service provider shall submit such certification by such Auditors to the Bank. The service provider and or his / their outsourced agents /sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by such Auditors, furnish all relevant information,	It is agreed by and between the parties that the Service Provider shall get itself annually audited by internal/external empanelled Auditors appointed by the Bank/ inspecting official from the Bank, Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and the service provider shall submit such certification by such Auditors to the Bank. The service provider and or his / their outsourced agents /sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them without any delay or/and protest . All costs for such audit shall be borne by the Bank

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			records/data to them. All costs for such audit shall be borne by the Bank	
35	93	13.4	The Bank has the right after providing reasonable notice to inspect, and test the infrastructure, software and procedures being followed for this engagement by Service Provider at any time	The Bank has the right without notice to inspect immediately as per circumstances as decided by bank, and test the infrastructure, software and procedures being followed for this engagement by Service Provider at any time

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36	93	14.1	Confidential Information” mean all information which is material to the business operations of either party or its affiliated companies, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise proved. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not. This clause shall survive even after the expiry / termination of this agreement	Confidential Information” mean all information which is material to the business operations of either party or its affiliated companies, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise provided . It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not. This clause shall survive even after the expiry / termination of this agreement
37	96	16. Termination Clause		Refer Bidder as Service Provider
38	97	16.5	The Bank may, at any time, terminate the Contract without notice to the Service provider, if the Service provider becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the Service provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank	The Bank may, at any time, terminate the Contract by giving written notice to the Service provider , if the Service provider becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the Service provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank

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39	98	17.2	If the parties are not able to solve them amicably, either party (the Bank or Service Provider) shall give written notice to other party clearly setting out there in, specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties	If the parties are not able to solve them amicably, either party (the Bank or Service Provider) shall give written notice to other party clearly setting out there in, specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator nominated by the bank , and the award made in pursuance thereof shall be binding on the parties
40	98	17.3	In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws	Clause Removed
41	100	20.3.V	When a dispute is settled by the Court of Law in India	When a dispute is settled by the Court of Law in India and any cost, charges, penalty, etc imposed upon the bank
42	100	Amend in 21. Force majeure as 21.4		<p>The service provider or the Bank shall not be responsible for delays or non- performance of any or all contractual obligations due to any Force Majeure cause which is beyond the control of the service provider or Bank, as the case may be and which substantially affects the performance of the obligations under the Agreement of the contract such as including:</p> <p>a) Acts of God, natural calamities, including but not limited to floods, droughts, earthquakes and epidemics;</p> <p>b) Acts of any country, domestic or foreign, including but not limited to war, declared or undeclared priorities, quarantines, embargoes;</p> <p>c) Acts of public enemy, accidents and disruptions including but not limited to fires, explosions, breakdowns of essential machinery or equipment;</p> <p>d) Transportation delay due to force majeure or accidents;</p> <p>e) Strikes, lockouts and sabotages;</p> <p>f) Riots and civil commissions;</p> <p>g) Lockdown imposed by Govt, Pademic declared by Govt and Quarantine restrction imposed by the govt;etc.</p> <p>Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes. Provided that the service provider shall notify the Bank in writing of</p>

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				<p>such causes within ten days from the occurrence of such a cause. Unless otherwise directed by the Bank in writing, the service provider shall to the extent possible mitigate the consequences of the force majeure event and make all necessary alternative arrangements to perform their obligations and accordingly continue to perform its obligations under the contract as far as possible, and shall seek all means for performance of all the obligations, not prevented by the Force Majeure event. Provided further that in case of delay in Services, which shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the contract and the Bank shall have the right to terminate this contract without giving any further notice to the service provider. Further, Bank also reserves the right to assign the work to other service providers without any consequences and claims</p>
43	102	Amend in 23 GENERAL TERMS & CONDITIONS as 23.12		<p>All terms and conditions of Request for Proposal (RFP) will also be a part of this Agreement</p>
44	11	3. SCOPE OF WORK:	<p>The Bank may, at its sole discretion, provide remote access to its information technology system to the Service Provider through secured Virtual Private Network (VPN) in order to facilitate the performance of IT Services. `</p>	<p>The Bank may, at its sole discretion, provide remote access to its information technology system to the Service Provider through secured Virtual Private Network (VPN) in order to facilitate the performance of IT Services. For Establishing VPN/Secure Connection when required, Bank and Bidder have to configure the services at respective ends.</p>
45	23	3. PERFORMANCE BANK GUARANTEE	<p>a) The successful bidder will have to submit Performance Bank Guarantee amounting to 3 % of Purchase Order within one month of acceptance of purchase order & initially valid for a period of 5 years with claim period of another 12 months. Validity of the PBG will be further extended for period of 2 years with claim period of another 12 months, before 2 months prior to expiry of PBG.</p>	<p>"PBG amount shall be calculated as 3% of Monthly Cost X No. of Sites X 12 valid for contract with claim period of another 12 months ". On increase of number of sites beyond the initial Purchase Order, fresh PBG required to be submitted. The position on number of sites to be reviewed quarterly.</p>

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46	24	Implementation & 7	Bidder shall be responsible for complete installation and operationalization of the systems ordered at site within 45 days from the date of issuance of purchase order without any installation cost. However Bank has right to cancel the order, if the same is not delivered and installed within 45 days	Bidder shall be responsible for complete installation and operationalization of the systems ordered at site within 45 days from the date of issuance of purchase order without any installation cost if POs are placed by Circles / Zones for individual sites. However Bank has right to cancel or/and terminate the order, if the same is not delivered and installed within 45 days. When Bulk PO is issued by ZO/HO, rollout at all the sites has to be completed within 90 days from date of PO issued. However Bank has right to cancel or/and terminate the order, if the same is not delivered and installed within 90 days.
47	24	9 a) Payments	No advance payment will be made. Payment shall be made on Quarterly basis in arrears, by the respective Zonal / Circle Offices of the BANK under whose jurisdiction it falls against the invoice raised by the SERVICE PROVIDER after verification of uptime, maintenance and other reports(as desired by bank) submitted and deducting the penalties if any.	No advance payment will be made. Payment shall be made on Monthly basis in arrears , by the respective Zonal / Circle Offices of the BANK under whose jurisdiction it falls against the invoice raised by the SERVICE PROVIDER after verification of uptime, maintenance and other reports(as desired by bank) submitted and deducting the penalties if any.
48	25	Resolution Time	In case of critical failures when any service become unavailable due to malfunctioning of hardware, components, accessories, system software etc. the relevant defect should be attended immediately and must be resolved within 2 hours. In case of repetitive hardware failure (max two times in a quarter) it shall be replaced by equivalent or higher model of new equipment by vendor, at no extra cost to Bank. Free of cost version upgrade/customization will be done by vendor whenever new version is released	In case of critical failures when any service become unavailable due to malfunctioning of hardware, components, accessories, system software etc. the relevant defect should be attended immediately and must be resolved as per below mentioned TAT i.e. For Metro and urban Sites: 24 Hours Semi Urban Sites : 48 Hours Rural Sites : 72 Hours In case of repetitive hardware failure (max two times in a quarter) it shall be replaced by equivalent or higher model of new equipment by vendor, at no extra cost to Bank. Free of cost version upgrade/customization will be done by vendor whenever new version is released Any claim/loss arises during non functioning of solution, for what so ever reason the same will be recovered from solution provider

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49	26	13 Onsite Technical Support	Vendor shall provide one official from his technical team with company provided Laptop at all Zonal Offices to provide onsite assistance to the Bank staff in resolving any issues being faced in E- surveillance solution, as and when required at no Extra Cost to Bank. In case of any requirement, the support resource at respective Zonal Offices must provide support to Circle Office also.	Vendor shall provide one official from his technical team with company provided Laptop at all Zonal Offices to provide onsite assistance to the Bank staff in resolving any issues being faced in E-surveillance solution at no Extra Cost to Bank. In case of any requirement, the support resource at respective Zonal Offices must provide support to Circle Office also.
50	34	1. Certificate of commencement of business mandatory.	Certificate of commencement of business mandatory.	Clause may amend for clarification as "Documents to be submitted: Certificate of Incorporation/ Certificate of Commencement of Business, as applicable, and document to prove engagement in Centrally Monitored E-Surveillance activity for a period as per the mentioned eligibility criteria"
51	39	Annexure-3	All the quoted cameras should be UL certified with camera test report of ILAC accredited lab shall be submitted.	All the quoted cameras should be UL certified with camera test report of ILAC/BIS accredited lab shall be submitted.
52	44	ANNEXURE-VI: PERFORMANCE CERTIFICATE	To be provided on letter head of the issuing company	Format ANNEXURE-VI: PERFORMANCE CERTIFICATE has been revised and Published
53	50	Annex. XI : Tech. specifications Point 3 : Image and Video Items; sub-point : 'a'	4/8/16Channel NVR/Edge Controller/Any higher device with Tamper indication and Surveillance rated HDD with 120 Day's motion based recording capacity. Apart from NVR, motion based recording and images of 120 days should be available at cloud	8 Channel NVR/Edge Controller/Any higher device with Tamper indication and Surveillance rated HDD with 120 Day's motion based recording capacity. Same should have Raid 1 with 2 SATA III PORT 8 TB each HDD. Recording at local penal should be done in Full HD at 1080p @ 24fps Apart from NVR, motion based recording and images of 120 days should be available at cloud.Resolution of recording at central site should be minimum 1024*768 & above at 1FPS or above rate.

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54	50	ANNEXU RE-XI TECHNICAL SPECIFICATIONS Required Sensors and Devices	2. Sensor should be wireless and temperature resist.	Sensor should be wired/wireless and temperature resist
55	50	1 Alarm Panel Key Features	Alarm Panel with necessary online connectivity, sufficient zones, at least 12 hours battery backup for e-Surveillance equipment and sensors for ATMs, Cash Recycler, Passbook Kiosk and various equipment in the ATM cabin.	Alarm Panel with necessary online connectivity, sufficient zones, at least 10 hours battery backup for e-Surveillance equipment and sensors for ATMs, Cash Recycler, Passbook Kiosk and various equipment in the ATM cabin
56	53	10 UPS Function Monitoring	Solution should have capability of UPS Power Management by monitoring of power back-up, failure and battery discharge etc. Measuring and recording Input and Output Voltage/Charging Current/Frequency and related factors	Solution should have capability of UPS Power Management by monitoring of power back-up, failure and battery discharge etc. Measuring and recording Input and Output Voltage/Charging Current/Frequency and related factors. Bank will ensure the all UPS should be equipped with SNMP cards
57	54	ANNEXU RE-XI TECHNICAL SPECIFICATIONS 17	Dedicated Toll free number facility should be displayed at ATM site for any complaint related to non-working of e-Surveillance system or its equipments	Dedicated Toll free number and escalation matrix should be shared with bank for any complaint related to non-working of e-Surveillance system or its equipments
58	56	Annexure XII Indicative Commercial Bid		Format ANNEXURE-XII: Indicative Commercial Bid has been revised and Published
59	68	Annex. XVI : Specifica		Format ANNEXURE-XVI: Specification for various camera and NVR has been revised and Published

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		tions for various Camera and NVR		
60	82	3. FEES /COMPE NSATION	No advance payment will be made. Payment shall be made in arrears, on QUATERLY basis (on completion of the QUARTER) on the monthly invoice raised by the Service Provider, by respective Circle Office/Zonal Office under whose jurisdiction it falls after verification of uptime report submitted/obtained from the dashboard and deducting the penalties, if any. Payment shall become due from the date of operationalization of the system at the ATM location. Payment of monthly rent will be made after deducting TDS as per Income tax guidelines. Service Provider shall submit the monthly invoice within 7 days at the end of the month along with the uptime report.	No advance payment will be made. Payment shall be made in arrears, on Monthly basis (on completion of the month) on the monthly invoice raised by the Service Provider , by respective Circle Office/Zonal Office under whose jurisdiction it falls after verification of uptime report submitted/obtained from the dashboard and deducting the penalties, if any. Payment shall become due from the date of operationalization of the system at the ATM location. Payment of monthly rent will be made after deducting TDS as per Income tax guidelines. Service Provider shall submit the monthly invoice within 7 days at the end of the month along with the uptime report.
61	83	Draft SLA Clause 3.6.7	Provider shall submit a Performance Bank Guarantee to the Bank for an amount equivalent to 3 % of order value (Price per month X number of ATM Sites X 12) within 15 days of issuance of Letter of Intent (LOI).	"PBG amount shall be calculated as 3% of Monthly Cost X No. of Sites X 12 valid for contract with claim period of another 12 months ". On increase of number of sites beyond the initial Purchase Order, fresh PBG required to be submitted. The position on number of sites to be reviewed quarterly.
62	84	Draft SLA Clause 4.1(viii)	A notice of at least 3 working days to be given to the service provider by the Circle/Zones/HO, before dismantling/adding/replacing/renovation/shifting of any ATM machine/site, with full address of new site, if any	A notice of at least 7 days to be given to the service provider by the Circle/Zones/HO, before dismantling/adding/replacing/renovation/shifting of any ATM machine/site, with full address of new site, if any
63	108	34	All the sensors should be wireless. All wirings must be concealed and not accessible to an outsider. If any equipment loses its connection with the command center, command center should be able to identify the same within maximum 2 minutes.	All the sensors should be wired/wireless. All wirings must be concealed and not accessible to an outsider. If any equipment loses its connection with the command center, command center should be able to identify the same within maximum 2 minutes.
64	108	Detailed Scope of Work Pt A 41	The proposed system should have the capability to detect the Exceptional / unwarranted activities through various wireless sensors such as: a. Thermal Sensor b. Removal Detector, c. Vibration Sensor, d. Tilt Sensor, e. Motion Sensor, f. Smoke Sensor	The proposed system should have the capability to detect the Exceptional / unwarranted activities through wired / wireless sensors such as: a. Thermal Sensor b. Removal Detector, c. Vibration Sensor, d. Tilt Sensor, e. Motion Sensor, f. Smoke Sensor". All critical sensors to be decided by the Solution Provider so that no incident goes undetected

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65	112	C. MAINTENANCE ACTIVITIES AT ATM SITES (CLAUSE -1 & 2)	To maintain the site for its cleanliness and upkeep of equipment and installations. To visit the ATM site four times a day to maintain the cleanliness at ATM room along with all the equipment. Every visit to the ATM site should be recorded electronically through mobile based applications and the same should be available along with the CCTV footage for audit by the bank officials up to a period of 3 months	Ensure Site cleanliness by remotely check the status of housekeeping of site 2 times in a day. If any Housekeeping/cleanliness issue found then raise an alert for concerned team.
66	112	Detailed Scope of Work - B	QRT to be located through GPS device.	Clause removed
67	120	Annex. XXV: Penalty Clause		Format ANNEXURE-XXV: Penalty Clause has been revised and Published
68	for RFP Document		Site/Sites referred in RFP Document	Wherever site/sites referred in RFP document should be referred for ATM/E-lobbies only
69	46	Annexure XV	UNDERTAKING FOR HAVING SERVICE SUPPORT CENTER & SPARE WAREHOUSES/ LOGISTIC CENTERS IN INDIA BEING THE OEM OF THE OFFERED SOLUTION	UNDERTAKING FOR HAVING SERVICE SUPPORT CENTER & SPARE WAREHOUSES/ LOGISTIC CENTERS IN INDIA BEING THE OEM/Bidder OF THE OFFERED SOLUTION
70	11 & 105-Annexure XXIII	Scope of work- Amendment and clarification	To provide images and video footages for the disputed ATM transactions. To store the images and video till the dispute is resolved. Video footages related to unsuccessful/disputed/fraudulent transaction will be flagged by bank and should be stored till the closure/resolution of case or 15 months from the date of flagging. Vendor to provide dashboard for flagging of such transaction footages individually and by using bulk upload method.	To provide images and video footages for the disputed ATM transactions. To store the images and video till the dispute is resolved. Video footages related to unsuccessful/disputed/fraudulent transaction will be flagged by bank and should be stored till the closure/resolution of case or 15 months from the date of flagging. Vendor to provide dashboard for flagging of such transaction footages individually and by using bulk upload method. Bank will flag Video footages related to unsuccessful/disputed/fraudulent transactions with L1,L2 & L3 Service provider. All Service provider have to maintain and manage a cloud for such transactions. Service provider need to ensure that all flagged transaction footage should be collected and retained till 15 months from date of flagging of transaction.

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71	ANNEXURE-IX	TURNOVER CERTIFICATE	To be provided by Statutory Auditor/Chartered Accountant	To be provided by Statutory Auditor
72	Annexure III	ELIGIBILITY CRITERIA OF THE BIDDER	Point 20 The OEM should have ISO certification.	The OEM should have ISO certification. Bidder should be ISO 27001 and ISO 22301 certified

ANNEXURE – VI

PERFORMANCE CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/s _____ has supplied/implemented Complete _____(Name of the Solution)originally developed by _____(OEM name) to our organization since_____ for _____(brief Purpose/Objective of the Solution).

The solution has been implemented for _____no. of users.

The services provided by the M/s _____ are satisfactory.

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

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company

ANNEXURE-IX

TURNOVER CERTIFICATE

Reg.: RFP FOR COMPREHENSIVE CENTRALLY MONITORED ELECTRONIC SURVEILLANCE SYSTEM/SOLUTION FOR ATMs/e-Lobbies

To be provided by Statutory Auditor

This is to certify that M/s _____, a company incorporated under the companies act, 1956 with its headquarters at, _____ has the following Turnover, Net Profit/Loss and Net worth from its Indian Operations. This information is based on the Audited Financial Statements for 2017-18, 2018-19 and 2019-20.

Financial Year	Turnover (Rs. In Lacs)	Profit Before Tax & Depreciation (Rs. In Lacs)	Net Profit/Loss (Rs. In Lacs)	Tangible Net Worth (Rs. In Lacs)
2017-18				
2018-19				
2019-20				

Date: _____

Place: _____

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

ANNEXURE-XII

Performa for Indicative Commercial Offer

RFP FOR COMPREHENSIVE CENTRALLY MONITORED ELECTRONIC SURVEILLANCE SYSTEM/SOLUTION FOR ATMs/e-Lobbies:

Indicative Commercial Bid			
<p>The indicative commercial Bid needs to contain the information in a sealed envelope bearing the identification – “Indicative Commercial Bid for Comprehensive Centrally Monitored Electronic Surveillance ATM installations of Punjab National Bank on OPEX basis”.</p>			
<p>Please note that:</p>			
1	<p>L1 will be decided by the price (A) discovered through Reverse Auction, which will be conducted for one sample site on Point (A), given below under Table-A, which consists sum of three mandatory services mentioned at Sl. No. 1, 2 and 3 of Indicative Commercial Bid Format.</p>		
2	<p>For each of 9-line items, Bank has prescribed a maximum % of the price “A”. Bidder is free to quote % against each line item not exceeding the maximum % of the price “A” prescribed by the Bank. Bidder will be required to fill up the rate in column A and prices in all other columns will be automatically arrived at as per the % quoted by the bidder against each line item. Selected vendors (L2 / L3) will have to match all the line items of L1 mentioned against line item 1 to 9.</p>		
3	<p>The Bank would be at liberty to take any of the following service(s) or combination of services or all the services at any particular site.</p>		
COMMERCIAL BID – TABLE A			
Sl. No.	Particulars of Items	Price in (Rs.)	Maximum % of (A)
	Services		

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1	Event based Surveillance System (having single ATM Machine at site) (per site per month) (Required for All ATM Sites) with Software Application and Mobile App as per scope in this RFP		70%
2	Cloud / Central Storage for e-Surveillance data including CCTV footage (per site per month) (Required for All ATM Sites) with Software Application as per scope in this RFP i.e. for 120 Days storage at cloud and 15 months storage for Bank Flagged cases		15%
3	Energy/Power Management Solution (per site per month) (Required for All ATM Sites)		15%
	A (L1 Price=1+2+3 Above)		100% of (A)
	Services mentioned at point no. 4 to 9 below, are additional services for which the prices (rental) will be paid only, in case, the service(s) is/are availed.		
Sl. No.	Particulars of Items/Services	Price in (Rs.)	Maximum % of (A)
4	Price for site having additional ATM Machine(s) at site (per additional ATM Machine per month)		5%
5	Additional Cameras in main lobby (for bigger ATM rooms) (per additional Camera per month) (No Minimum sites)		2%
6	Quick Response Team (QRT) (per site per month) (For minimum 20% of ATM Sites)		15%

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7	Equipment & Infrastructure Required for Auto Shutter opening / closing (per site at standard size 10*10) (Optional)		
8	Services of auto shutter opening / closing (per site / per month) (Optional)		2%
9	Eyeball(24X7) Dedicated Monitoring(per site per month) (For minimum 5% of ATM Sites)		20%
	GRAND TOTAL (B)		
	Vendor to quote the price of equipment & Infrastructure required for auto shuttering at Sl. no 7		
	Breakup of GST		
Sr. No.	Name of activity/Services	GST%	
1			
2			
3			
4			
5			
6			
7			
8			
9			
	Grand Total		
Signature			
Seal of Company			

Note :-

- i. If the cost for any line item is indicated as zero or blank, then Bank may assume that the said item is provided to the bank without any cost. All cost is quoted in INR only.
- ii. In case of any discrepancy between figures & words, the amount in words shall prevail.
- iii. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- iv. Bank is not bound to place any minimum order for any item. The quantity will also be as per requirement
- v. We have ensured that the price information filled in the Commercial Offer at appropriate column is without any typographical or arithmetic errors. All fields have been filled in correctly.
- vi. Lowest Bidder (L1) will be determined by the price (A) discovered through Reverse Auction, which will be conducted for one sample site on Point (A), given above under Table-A, which consists sum of three mandatory services mentioned at Sl. No. 1, 2 and 3 of Indicative Commercial Bid Format
- vii. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which is conditional and/or qualified or subjected to suggestions.
- viii. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which contain any deviation in terms & conditions or any specification.
- ix. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- x. Please note that any Commercial Offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.

We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated 28/01/2021 and subsequent pre-bid and amendments.

Company Seal
Authorized Signatory
Date
Name & Designation:

ANNEXURE-XVI

BOM of Offered Solution/Product/Hardware

SPECIFICATIONS FOR VARIOUS CAMERA AND NVR			
SL. No.	Item	Specifications	Compliance (Yes/No)
1	2MP IP Dome IR Camera (2 in No.)	1/2.7" or 1/2.8" 2 Megapixel progressive CMOS	
		H.265 / H.264+ & H.264 dual-stream encoding	
		24fps@2M (1920x1080) WDR(120dB), Day/Night(ICR), 3DNR, AWB, AGC, BLC	
		Micro SD card slot, 128 GB	
		ONVIF Compliance.	
		2.7~12mm varifocal lens Max IR LEDs Length 30m IP67, IK10, PoE.	
2	2MP IP IR Bullet Camera	1/2.7" Progressive scan CMOS	
		compression techniques: H.265+/H.264+/MJPEG	
		3D digital N/R, WDR (120dB), Day/Night(ICR)	
		IR Distance up to 50 meters	
		IPv4 & IPv6	
		bi-directional talk	
		IP66 / IP67 Compliant	
		IK10 Compliant	
		SD Card – 128GB	
3	2MP IP Hidden Camera	2 Megapixel	
		Low Lux Recording - 0.1 lux – 0.01 lux	

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		Resolution 1080p HD	
		Lens – 2.8mm	
		MicroSD Card – 128 GB	
		ONVIF Compatibility	
		WDR (120dB)	
		H.264 / H.265	
		RJ-45 Ethernet – connector	
4	Network Video Recorder /edge controller/All in One IOT Panel	Intel Processor/Any other Same Compatible processor	All in One IOT Panel will have the more weight in Scoring
		IP Camera Input (4/8/16)	
		Supports RAID 0/1/5/6/10	
		Interface: 2 HDMI, 1 VGA	
		Compression: H.264/MJPEG/H.265	
		OSD: Camera Title, time, video loss, Camera lock, Motion detection, recording Bit Rate 16 Kbps-20 Mbps per channel	
		Play back: 128 Mbps in RAID 1 Mode & up to 64 Mbps in Single HDD Mode	
		Play back Function: Play, pause, stop, rewind, fast play, slow play, next file, previous file, next camera, previous camera, full screen, repeat, shuffle, backup, selection, digital zoom.	
		Back Mode: USB/Network/e SATA Device	
		3rd Party Support: Vivotek, Videotec, Sony, Samsung, Pelco, Panasonic, Honeywell, Brickcom, CP plus, Bosch, AXIS, Dahua	
		Network Interface: Minimum 2 RJ45 ports (100/1000 Mbps)	
		Network Function: HTTP, HTTPS, IPv4/IPv6, TCP/IP, UPNP, RTSP, UDP, SMTP, NTP, DHCP, DNS, PPPOE, DDNS, FTP, IP Filter, SNMP, P2P, ONVIF Version 2.4 CGI Conformance, Alarm Server.	

		Optical Fiber Interface(Optional): 2 Giga Optical Fiber	
		Interface Internal HDD: 2 SATA III Ports up to 8TB Capacity for each HDD. Recording has to be done at FULL HD (i.e., 1080p @ 24fps) and recording bit rate as per RFP. (Storage shall be proposed to ensure the recording requirements are fulfilled. The bidder has to factor NVR as per the number of IP Camera Input Channel)	
		HDD Mode: Single, RAID 0/1/5/10	
		USB: 4 USB Ports (2 USB 2.0,2 USB 3.0) RS232 & RS485 1 Port Mini SAS port	
		Certifications: CE & FCC	
5	Managed Network Switches	8/16/24/48 Ports (as per the requirement)	
		100/1000 Mbps	
		POE	
		Rack mountable switches	
5	Network Rack	Size as per requirement	
6	Cabling and conducting	Data Cable – Cat6 UTP, Patch panel, Patch Cords, power adaptors etc.	
7	Sensors	Wired/Wireless. All the critical sensors to be decided by the solution provider so that no incident goes undetected	
8	Dedicated Connectivity between service provider Cloud center and Bank Data Center	Minimum 8 Mbps lease line/RF connectivity	

9	Any other item which are not included in the above, however require for completion of the project may be included	Details may be provided by the bidder	
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Preferred make:

1. Cameras & NVR – Panasonic, D-link, Infinova , Axis, Bosch, Hikvision, AXIS, Dahua, ,CP Plus or equivalent.
2. Network Switches – Cisco, Huawei, D-Link & Netgear or equivalent

Note:

- i) Storage capacity shall be provisioned to meet the requirement as mentioned in this RFP.
- ii) Above mentioned specifications are the indicative minimum specifications for vendor to propose the system.

Other Information Related to any other Item (Please provide in tabular Format)

Yours faithfully,

Signature of Authorized Signatory (of OEM)

Signature of Authorized Signatory (of Bidder)

Name of Signatory:

Name of Signatory:

Designation:

Designation:

Date:	Date:
Place:	Place:
Email ID:	Email ID:
Mobile No:	Mobile No:
Telephone No.:	Telephone No.:
Seal of Company:	Seal of Company:

Note: BOM must be submitted on OEM's Letter Head Duly signed & Stamped by authorized signatory of OEM (who has signed the MAF) & also Duly countersigned & Stamped by authorized signatory of Bidder.

ANNEXURE- XXV

14. PENALTY CLAUSE

Penalties will be levied as per the terms described as under

14.1 Penalty For delay in supply and installation-

Bidder shall be responsible for complete installation and operationalization of the systems ordered at site within 45 days from the date of issuance of purchase order without any installation cost POs are placed by Circles / Zones for individual sites. When Bulk PO is issued by ZO/HO, rollout at all the sites has to be completed within 90 days from date of PO issued. However Bank has right to cancel the order, if the same is not delivered and installed within 45 days if order placed by Circles/Zones and 90 days if bulk order is placed by ZO/HO. However, a weekly monitoring of installation would be done after a lead time of 21 days. Sites not covered in given timeline would attract a penalty at the rate of Rs.1000 (Rs. One Thousand only) per week per site (starting from completion of the above stated 45 days).

The maximum penalty **would not exceed 50% of the aggregate monthly charges payable** to vendor for all sites for a particular month. Beyond this, Bank shall have the option of cancelling the orders and / or invoking Bank Guarantee, with a thirty days' notice, unless delay is due to Bank's dependency or reasons beyond control of both Bidder/Bank.

In case of invoking of the Performance Bank Guarantee, the vendor would be Black listed for appearing in any future RFP process of the Bank and the data would also be shared with the IBA and RBI.

14.2 Penalty for Operational Deficiency –

14.2.1 In case e-Surveillance System for ATMs/E-lobbies is non-functional after TAT (TAT will be applicable to location i.e. Metro/Urban/Semi-Urban/Rural) of Site then the penalty will be applied as per below –

Total duration for which the system is Non-Functional (fully) in a month	Penalty Percentage of Monthly Rentals per site
>0 to <=48 hrs	5%
>48 hrs to <=1 Week	10%
>1 Week to <=2 Week	25%

>2 Week to <=3 Week	50%
>3 Week	100%

TAT i.e. Turn Around time for resolution of non-functional of solution

Site Type	TAT
Metro	12 Hrs.
Urban	24 hrs.
Semi Urban	48 Hrs.
Rural	72 hrs.

*Only for Rural: if TAT exceeds from 72 Hrs. for any exceptional site then ZM will decide the applicable TAT for such locations

***Any claim/loss arises during nonfunctioning of solution or failure to detect any mishappening of event, for what so ever reason the same will be recovered from solution provider.**

*** If complete solution is remain non-operational for 200 hours Cumulative in a month (including TAT Period), then 50% of monthly rental will be deducted for site.**

14.2.2 In case any of the Camera installed at the site is Non-operational after TAT Applicable to site –

Camera	Per day Penalty for Non-operational Camera (in Rs.)
Lobby Camera	70
Outside ATM room Camera	40
Back Room Camera	40

PIN HOLE Camera	40
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14.2.3 In case the ticket request defined in the SOP is not followed when a ticket is generated – Inactivity/inaction of the command center as per the process defined in SOP will attract a penalty of Rs. 500/- per incidence. Further any loss to the Bank’s asset due to such negligence will be borne by the service provider only.

14.2.4 In case of failure to detect and escalate about cleanliness and upkeep of the site through video surveillance– in case of failure to detect and report issue with maintenance of the site a penalty of Rs.250/- per incidence per site will be applicable.

14.2.5 In case of delay in reaching the site by QRT at the time of incidence – in case of an incident if the QRT does not reach the site in the time frame as defined in the RFP, a penalty of Rs.500/- per incidence will be applicable except for the cases where site is inaccessible on account of unforeseen circumstances like bandhs, civil commotion, floods, earthquakes, etc.

14.2.6 In case of non-reporting or delay in reporting of the health status report to the MS Service provider– in case the health status or downtime of AC/ UPS/ Signage is not reported to the MS Service provider a penalty of Rs.200 per incidence per site will be applicable.

14.2.7 In case of delay on opening and closing the shutter– in case of delay in opening and closing the shutter as per predefined time a penalty of Rs. 500 per incidence per site will be applicable.

Over and above the above mentioned penalty clauses Bank shall have the option of cancelling the orders and / or invoking Bank Guarantee, with a 30 days’ notice, unless delay/ non-performance is due to Bank’s dependency or reasons beyond control of both Service Provider/Bank.

In case of invoking of the Performance Bank Guarantee, the service provider would be Black listed for appearing in any future RFP process of the Bank and the data would also be shared with the IBA and RBI.

14.3 Penalties FOR Non-maintenance of Sites –

Penalties FOR Negligence on the part of the Vendor –

If there is any loss to the ATM machine/ or other assets due to negligence on part of the e- Surveillance Bidder/ their Quick Response Team/ their Roaming service facilitators, vendor shall be held liable for the same & Bank shall recover the same from the Bidder.

The penalties referred in clause 14 above may be recovered from the future payments and /or by invoking the performance Bank guarantee.

If the successful bidder fails to complete the due performance as per this Agreement, BANK reserves the right to terminate the contract and recover Liquidated Damages **maximum 5% of contract value**.

Both the above Penalty and Liquidated Damages are independent of each other and applicable separately and concurrently.

The Penalty and Liquidated Damages are not applicable in case the delay is for reasons attributable to the BANK and Force Majeure. However it is the responsibility of the successful bidder to prove that the delay is attributed to BANK and Force Majeure to the satisfaction of Bank.

The decision taken by BANK in this regard shall be final and successful bidder shall not dispute the same.

If the successful bidder fails to perform its obligation as per this Agreement then BANK reserves the right to get the balance work executed by another service provider as per choice of BANK and successful bidder shall be liable to bear the expenditure which BANK may incur for the execution of balance work and its completion.

14.4 Penalty for Non-Submission of CCTV Footage

Flat Rs.1000/-(Rupees One Thousand only) per incident for non-submission of CCTV footage or the penalty imposed on Bank by Ombudsman/RBI/Court/Regulatory bodies whichever is higher.

14.5 Penalty for Damaging Bank's Asset

Any damages to the Bank's assets due to negligence of services provider will be recovered on actual basis from the bills payable to bidder.

If the **SERVICE PROVIDER** fails to complete the due performance of the contract in accordance to the specifications and conditions agreed during the final contract negotiation, the Bank reserves the right either to cancel the contract or to accept performance already made by the SERVICE PROVIDER. The Bank reserves the right to recover an amount as deemed reasonable, as Liquidated Damages for non- performance.

Both the Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently.

Penalty and Liquidated Damages are not applicable for reasons attributable to the Bank and Force Majeure.

14.6. If however, there are recurrent instances where Bank had to resort to penalty of 50% regularly, Bank at its absolute discretion may cancel engagement / orders for a particular location / Circle / Zone / Bank as a whole and would ask the vendor to remove its equipment within 30 days from such site/s. Bank may place order to the other empanelled vendors for such locations. The decision of the Bank will be final and binding on the vendor and the vendor will have no recourse in such cases. The Cancellation of the orders as such would be within the purview of that particular Circle Office / Zonal Office under which the said ATMs are installed.

14.7. Beyond this bank shall also have the option of cancelling the orders/ or invoking Bank Guarantee unless delay is on part of the bank or reasons beyond control of both bidder/bank.

14.8. If there is any loss to the ATM machine/ or other assets due to negligence on part of the bidder, he shall be held liable for the same & Bank shall recover the same from the bidder.

The penalties referred in clause 14 above may be recovered from the future rentals and /or by invoking the performance bank guarantee.

14.9 Uptime

The selected bidder shall guarantee an uptime of **95.00%** for the hardware equipment & solution provided which shall be calculated on monthly basis.

The **Uptime** is equal to total contracted hours in a month less downtime. The Downtime is the time between the time of report by the Bank and time of restoration of service within the contracted hours. "**Restoration**" is the condition when the selected bidder demonstrates that the solution is in working order and the Bank acknowledges the same. For SLA purpose a quarter will be treated as 90 days. If the bidder fails to maintain guaranteed uptime on quarterly basis, Bank shall impose penalty. If the uptime is below **90%**, the Bank shall have full right to terminate the contract under this RFP.

Once go live of application, the services should be available on **365X24x7** basis and hence any technical problem should be resolved as per the response Time Matrix given below.

Sl. No.	Severity	Severity Description Support for Software Solution	Response Time	Resolution Time
1	Severity 1	If the call is pertaining to complete disruption of services resulting in non-functioning of application / Solution. The operation is mission critical due to major disruption.	Within 30 Min of call reported.	Within 2 Hrs. of call reported
2	Severity 2	The issue is severe in nature but services are available with restricted operations and some manageable workarounds.	Within 30 Min of call reported	Within 3 Hrs. of call reported.
3	Severity 3	Minor loss of service and the impact of the issue could be minor in nature which may require some workaround to bring the normal functioning.	Within 30 Min of call reported	Within 4 Hrs. of call reported.

Functionality of automated tickets raising with severity level should be there in the solution of the Bidder and on resolution of issue raised against individual the tickets, system should close the corresponding tickets. Bidder is expected to respond and resolve issue within prescribed time frame based on the severity description decided by Bank mentioned above and needs to strictly adhere to Server Level Agreement (SLA).

14.9 Incentive

If Service provider provides live solution for 24*7 during a month, store all footages locally as well as on cloud and also shared the footage for bank flagged cases raised during a month then bank will pay an incentive to service provider as 2% of monthly rental of site.

CORRIGENDUM - I - RFP NO: PNB HO/DBD/e-Surveillance/RFP/2020-21/01 Dated 28.01.2021- OPEN TENDER RFP FOR COMPREHENSIVE CENTRALLY MONITORED ELECTRONIC SURVEILLANCE SYSTEM/SOLUTION FOR ATMs/e-Lobbies ON OPEX MODEL BASIS

GENERAL TENDER DETAIL

RFP FOR SUPPLY, INSTALLATION, IMPLEMENTATION AND MAINTENANCE OF COMPREHENSIVE CENTRALLY MONITORED ELECTRONIC SURVEILLANCE SYSTEM/SOLUTION FOR ATMs/e-Lobbies ON OPEX MODEL		
1.	Date of commencement of Bidding Process.	03/03/2021
2.	Last date and time for sale of Bidding Documents	17/03/2021 upto 1600 Hrs.

CORRIGENDUM - I - RFP NO: PNB HO/DBD/e-Surveillance/RFP/2020-21/01 Dated 28.01.2021- OPEN TENDER RFP FOR COMPREHENSIVE CENTRALLY MONITORED ELECTRONIC SURVEILLANCE SYSTEM/SOLUTION FOR ATMs/e-Lobbies ON OPEX MODEL BASIS

3.	Last date and time for Online bid submission (both Technical & Commercial) (Hash submission)	17/03/2021 upto 1600 Hrs.
4.	Last date and time for Bid Re-Encryption	From 17/03/2021 1701 Hrs. to 18/03/2021 1400 Hrs.
5.	Time for submission of technical supporting document (Hard Copy)	From 17/03/2021 1701 Hrs. to 18/03/2021 1400 Hrs.
6.	Date and Time of Technical Bid Opening	18/03/2021 at 1600 Hrs.
7.	Place of Submission of Bids	Assistant General Manager Punjab National Bank Digital Banking Division, 5th Floor, Annex Building, Plot No.5, Institutional Area, Sector 32, Gurugram-122001
8.	Place of opening of Bid	Punjab National Bank Digital Banking Division, 5th Floor, Annex Building, Plot No.5, Institutional Area, Sector 32, Gurugram-122001
9.	Address for communication	As above Tel:- (0124)4176890, 4176882
10.	Cost of RFP	Rs. 10,000/-+ 18 % GST*(Non-refundable) should be submitted online only in favour of Punjab National Bank before last date of bid submission in the following account: IFSC Code : PUNB0015300

		<p>Bank & Branch : Punjab National Bank, Sansad Marg, New Delhi -110 001 Account No :0153002200175716 (16 digits) Imprest Account: HO Digital Banking Division.</p> <p>*MSE bidder is exempted from payment of cost of RFP if bidder can furnish requisite proof subject to the satisfaction of Bank. This exemption is not applicable for traders, sole agents, distributors etc. Start-up bidder recognized by Department of Industrial Policy and Promotion (DIPP) is also exempted from payment of cost of RFP.</p>
11.	Earnest Money Deposit	<p>Bidder has to submit the “Bid Security Declaration” on their organizations letter head duly signed and stamped by their authorized signatory” accepting that if they withdraw or modify their bids during period of validity of the bid, or if they are awarded the contract and they fail to sign the contract, or fail to submit a performance security before the deadline defined in the request for proposal (RFP) document, they will be Blacklisted.</p>
12.	Contact to Bidders	<p>Interested Bidders are requested to send the email to ravi.gupta2@pnb.co.in,pankajyadav@pnb.co.in, containing following information, so that in case of any clarification, the same may be issued to them: (a)Name of Bidder, (b)Contact person, (c)Mailing address with Pin Code,(d)Telephone No., Fax No., Mobile No.(e) e-mail etc.</p>