

PUNJAB NATIONAL BANK



(Open Tender)

**REQUEST FOR PROPOSAL
FOR
SUPPLY, PROCESSING AND PERSONALIZATION
OF DEBIT (NCMC/EMV) & PREPAID/ADMIN CARDS
(2022)**

**Punjab National Bank
Digital Banking Division
3rd Floor, Annex Building
Head Office, Plot No. 5,
Sector 32, Institutional Area,
Gurugram, Haryana-122001**

DISCLAIMER

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

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

The Bank, its employees and advisors make no representation and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding Document. Failure to furnish all information required by the bidding Document or to submit a Bid not substantially responsive or un-responsive to the bidding Document and its terms and conditions of the RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.

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

Following terms are used in the document interchangeably to mean:-

- 1) Debit Card refers to All NCMC/EMV/Magstripe/Prepaid/Admin Cards etc.
- 2) Recipient, Respondent, Bidder means the respondent to the RFP document.
- 3) RFP means the "Request for Proposal" document.
- 4) Proposal, Bid means "Response to the RFP Document".
- 5) Tender means RFP response documents prepared by the Bidder and submitted.
- 6) CBS means Core Banking Solution implemented in the Bank.
- 7) DC means Data Centre located at Delhi.
- 8) DR/DRC/DRS means Disaster Recovery Site located at Mumbai
- 9) Merged entity/amalgamated entity means the entity created post amalgamation of Punjab National Bank, Oriental Bank of Commerce and United Bank of India.
- 10) Bank refers to "Punjab National Bank"

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General Tender Details		
1.	Date of commencement of Bidding Process	08.04.2022
2.	Last date and time for sale of Bidding Documents	10.05.2022 upto 1600 Hrs
3.	Last date & time for submission of queries from bidders	19.04.2022 upto 1600 Hrs
4.	Date of Pre Bid Meeting for bidders only	25.04.2022 at 1100 Hrs. (subject to change)
5.	Last date and time for Hash submission	10.05.2022 up to 1600 hrs
6.	Last date and time for online bid submission(Re-Encryption)	From 10.05.2022 1701 Hrs to 11.05.2022 up to 1400 hrs
7.	Time for submission of technical supporting document(Hard Copy)	From 10.05.2022 1701 Hrs to 11.05.2022 up to 1400 hrs
8.	Place of submission & Opening of Technical Bids	Chief Manager, Punjab National Bank, Digital Banking Division, Head Office, Plot No. 5, Sector 32, Institutional Area, Gurugram, Haryana - 122001
9.	Address for communication	Same as point no. 8. above Tel:- 0124- 4176222
10.	Cost of RFP (Non-Refundable)	<p>Rs. 25000/- (Twenty five thousand only) Non-refundable in to be credited to our income account through NEFT. Proof of NEFT to be submitted at the time of physical bid submission. The account details are as follows:</p> <p>Account No. 0153002200175716 (16 digits) IFSC Code : PUNB0015300 Bank & Branch : Punjab National Bank, Sansad Marg, New Delhi -110 001 Imprest account – HO Digital Banking Division</p> <p>*Micro & Small Enterprises (MSEs) 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.	EMD	<p>Rs. 20,00,000 (Twenty Lacs Only) in the form of BG/ NEFT valid for 6 months in favour of Punjab National Bank, Digital Banking Division payable at New Delhi.</p> <p>EMD should be enclosed in a separate sealed envelope and must be submitted with the Bid at the time of bid submission. Bids that are not accompanied with the EMD in a separate envelope super scribed as 'EMD' will not be considered.</p> <p>*Micro & Small Enterprises (MSEs) & Start-up bidder recognized by (DIPP) is exempted from payment of Earnest Money Deposit, 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</p>

		<p>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> <p>In case of unsuccessful bidder, EMD will be returned after completion of the bid process i.e. Awarding Tender to Successful Bidders (without interest).</p>
12.	Contact for Bidders	<p>Interested Bidders are requested to send the email to dbdinnovation@pnb.co.in, dbd@pnb.co.in & randhir@pnb.co.in containing following information, so that in case of any clarification same may be issued to them:</p> <p>Name of company, contact person, mailing address with Pin Code, Telephone No., email address, Mobile No. etc.</p>

Note:

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

response issues etc.) occurring at Bidder's end. Bidders may keep refreshing auction page to ensure that they are connected to server (via internet).

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

Punjab National Bank Only

**Chief Manager,
Digital Banking Division,
Head Office, Plot No. 5,
Sector 32, Institutional Area,
Gurugram, Haryana-122001**

Reg.: Our bid for "Supply, Processing and Personalization of NCMC/EMV Debit & Prepaid/Admin Cards"

Sir / Madam,

We, (name of the bidder) hereby submit our Bid Document for the RFP floated by your Bank for **"Supply, Processing and Personalization of Debit (NCMC/EMV) & Prepaid/Admin Cards"**

We have gone through the contents of the RFP and agree / accept that:

- i. The Bank is not bound to accept the lowest or any of the bids at all, and has the full discretion to accept / reject any or all of the bids.
- ii. In case our Bid under the above RFP is accepted, we undertake to enter into and execute a contract in the prescribed form at our cost, when called upon to do so. Until such a formal contract is prepared and executed, this bid together with the written acceptance given by the Bank to the bidder shall constitute a binding contract between us and the Bank.
- iii. In case our bid is accepted, we would be responsible for due performance as per the requirement of this RFP.
- iv. We understand that the Bank may accept more than one bidder, or award the entire work to only one bidder as per its discretion, without assigning any reason or giving any explanation whatsoever; where "Bidder" means the bidder who is decided and declared to be the successful bidder(s), after evaluation of the Technical and Commercial bids received.

Place:

Date:

Yours faithfully,

For and on behalf of:

Signature:

Name:

Designation:

CONTENTS OF AND REQUIREMENTS UNDER THE RFP

1. INTRODUCTION

Punjab National Bank (PNB) is the second largest Public Sector Bank (PSB) of the country with pan India presence of **10500+ branches, 13400+ ATMs as on date**. Bank has its Head Office at New Delhi along with its 24 Zonal Offices & 161 Circle Offices across India.

The Bank has a base of over 1400+ lac customers and has issued over 12 Crore Debit cards in different variants like NCMC, EMV Magstripe Chip based, Magstripe Cards, Image cards, prepaid cards, NFC Cards etc. As per the new guidelines issued by Govt. of India Bank has already started issuing Dual Interface Contactless Cards i.e. NCMC (National Common Mobility Cards) Cards PAN India.

As per the announcement from Govt. of India, Oriental Bank of Commerce & United Bank of India have been merged in Punjab National Bank making it 2nd Largest Bank in the India. Now, the Bank is looking for competent and experienced bidders, who have capability for **Supply, Processing and Personalization of NCMC Debit, Prepaid/Admin Cards, EMV chip cum Magnetic Stripe Debit cards, Image cards and other variants of debit cards** in large numbers as per requirement of the Bank in Rupay, MasterCard and Visa variants as per approved design & specification of the Bank.

This invitation of Bids is open to all companies/partnership having presence in India or their Authorized Representative in India, provided firms fulfill the minimum qualification criteria as mentioned in bid document (Clause 2).

The successful bidders would be selected, prices would be finalized through this RFP process and an agreement would be entered into with the successful bidder/s for a period of Two years and may be extended by another 1 (One) year as mutually agreed with the Bank. Requirement of debit cards during two years of agreement is expected to be **5.0 (Five) crore (approximate)** cards which includes NCMC, EMV Chip cum Magnetic Stripe cards, Prepaid/Admin cards, NFC cards and cards for PNB's sponsored Regional Rural banks (EMV Chip cum Magnetic Stripe Contact cards).

The requirement may vary by $\pm 30\%$ for all categories of cards. The requirement of cards may not be even during the two year rate contract, and the requirement may vary from month to month. The successful bidders should have sufficient capacity or capability of building sufficient capacities to meet sudden surge in requirements of cards by the amalgamated entity during the contract period. Bidder should also be capable of meeting requirement of any new or older version\category of debit cards which may be necessitated due to Government of India guidelines. Bank also reserves its right to order for lesser number of cards during the contract period due to any change in its policy or technology in the near future.

2. ELIGIBILITY CRITERIA

Bidders submitting bids must meet all the following eligibility criteria. Any bidder not fulfilling any of the following criteria will not be eligible for further evaluation. Bidders must submit bid in their own capacity. Joint bids will not be entertained.

Sr. No	Criteria	Details of Supporting document required
1	The bidder should be registered as a company in India as per Company Act 1956 & 2013/ Partnership Bidder registered under LLP Act, 2008, operating since last 5 years as on the date of Bid Submission date of RFP.	Copy of the certificate of incorporation issued by The Registrar of Companies/ Partnership Deed etc.
2.	Bidder must have its own MasterCard, VISA and NPCI Certified Bureau/s within India with required infrastructure for Debit Card personalization (NCCMC, EMV Chip & Magstripe) conforming to all guidelines prescribed by MasterCard, VISA and NPCI for the said purpose. The certificate should be valid at least for 6 months from the date of submission of bids. In case the renewal of the certification is with next 6 months bidder should give a declaration that all the certificates will be updated on time without any disqualification or discontinuity. Further the certification as above should have been received by the bidder on continuous basis during last three years. Three years to be considered as calendar year 2019, 2020 & 2021. Bidder should also be able to take care of PIN printing facility in India.	Requisite VISA, MasterCard and NPCI certificates which include NCCMC & EMV chip personalization component. Certificates of ownership of facility like purchase deed of land or facility. Self-certification and details for PIN printing facility in India.
3.	The Bidder should have minimum annual turnover of Rs. 15 Crore from the card business for their Indian operations during last two financial years i.e. 2019-20 and 2020-21. And The bidder should also have positive net worth during the last two financial years i.e. 2019-20 and 2020-21.	Audited Balance Sheets and Profit & Loss A/c Statement for the years 2019-20 and 2020-21. In case the balance sheet of 2020-21 has not yet been audited, requisite certificates having UDIN Number from the CA / auditors to be provided along with undertaking on bidder's letter head.
4.	The bidder should have been in the business of supply, processing and personalization of Debit cards including EMV & NCCMC Chip cards for at least during last 2 year in India immediately preceding the date of submission of bids and should have supplied / personalized EMV & NCCMC chip cards for at least 2 Scheduled Commercial Banks in India during this period	Certificates from the Banks to be provided
5.	The bidder should have supplied and personalized at least one Crore (1,00,00,000) EMV chip / NCCMC (at least 20 Lakh in Each Category) based Banking debit cards (Visa/MasterCard/Rupay) for Banks in India during last two years (calendar years 2020 and 2021) . Documentary evidence to be furnished.	Certificates from the Banks to be provided
6.	The bidder should have the spare capability to handle 75,000 NCCMC & EMV Chip cum magnetic stripe cards per day	Self-certification along with details of the hardware deployed for the said

	exclusively for PNB which should be scalable up to 1,00,000 NCMC & EMV Chip cards per day if required by the Bank	purpose, its capacity and current utilization to be provided
7.	The Bidder should not have been blacklisted by any PSU Bank during the last three years as on Bid submission date and the Bidder / any of its associates, should not have been cautioned / reprimanded / blacklisted or have had its contract revoked / terminated by any concern to which it was under contract for supply of cards, or by any regulatory or statutory body or any PSU Bank or RBI or the Indian Banks Association (IBA) etc.	Self-declaration
8.	The bidder should not have their Directors convicted of any criminal offence related to their professional conduct or making false statements or misrepresentations as to their qualifications to enter into a Procurement Contract within a period of two years preceding the last date of bid submission of RFP. If a bidder chooses not to disclose any such issue, and the same comes to Bank's notice at a later date, the Bank will be free to revoke any contract entered with the vendor and invoke Bank Guarantee at its discretion.	Statutory auditor/ CA of firm to provide certificate. Bidder need to also provide certificate on companies' letter head.
9.	Bidder should have experience and capacity for supply, processing and personalizing various types of debit cards e.g. NCMC Cards, EMV compliant chip based cards, magnetic stripe based cards, chip cum magnetic stripe based cards, embossed, non-embossed, photo cards, travel cards, prepaid cards, contactless dual interface cards including NFC enabled dual interface cards, image cards, wearables etc.	Self-certifications with details of experience and capacity to be provided
10.	The Bidder must produce certificate regarding satisfactory services from all PSU Banks to whom they have provided services related to Supply, Processing and Personalization of NCMC Debit cards any time during the last two years immediately preceding the date of submission of the bids.	Certificates from Banks
11.	The bidder should either have its own Disaster Recovery Site in India and Business Continuity Plan or should have arrangement of equivalent capacity and resources with any reputed third party in India which should have the necessary certifications and adherence to statutory guidelines. Indicate the systems available for DR/BCP or the time frame in which they will be available.	DR and BCP plan, document and ownership /lease records of the facility like ownership of facility like purchase deed of land or facility
12.	The systems offered should not violate any Intellectual Property Rights.	Self-declaration
13.	Submission of Bid on their Own Capacity	Self-declaration

3. SCOPE OF WORK

A Bidder putting in a Bid under this RFP must be capable of handling all activities related to the production/personalization/dispatch/MIS of minimum 70000 NCMC & EMV Chip cum Magstripe based debit cards per day for our Bank.

3.1 Personalization of all types of cards including NCMC Cards, EMV Chip cum Magnetic Stripe Cards etc. :

The following activities are required to be carried out by the bidder strictly in conformity with the guidelines laid down by MasterCard, Visa and NPCI(Rupay) in premises located within India :-

- a) Bidder must supply blank EMV chip cum Magstripe based & NCMC enabled and Magstripe debit cards as per specifications approved by the Bank. (As per Annexure IX).
- b) Bidder must perform embossing/flat printing of these cards, for which Card Embossa file would be provided by the Bank/Card Management Solution vendor in an encrypted form.
- c) Bidder must have a setup to receive the encrypted data through a secured FTP channel or any other mode to be decided by the Bank.
- d) Keys for encryption/Digital Signature should be securely kept and approved processes should be followed.
- e) After personalization of cards, the bidder must have a mechanism in place to ensure that the embossa files is duly deleted immediately and send a confirmation over email to the bank accordingly.
- f) Bidder must destroy rejected cards under camera surveillance and must retain the Back-up of the CCTV recording for a period of 3 months. A daily report on the rejected card should be made available to the Bank.
- g) Bidder must have the capability for Scanning/ Printing colored photograph/ images on Debit cards, as per requirement of the Bank.
- h) The cards so personalized shall be duly packed with the material prescribed / stipulated by the Bank and shall be dispatched to the destinations as intimated by the Bank. (Technical Specification of EMV Cards as per Annexure IX)
- i) Bidder should have an automated process of pasting the cards on the face of their corresponding Welcome Letter which ensures that the CVV number is not visible.
- j) Bidder product shall support Rupay, Visa and MasterCard specifications in one single configuration and ensure that the required application is activated at the time of personalization.
- k) Bidder may also be required to supply other different variants of debit cards including but not limited to the following types of debit cards/related items as per requirement of the Bank:
 1. Image Cards
 - a. Photo (Image) plus data shared by the Bank
 - b. Photo (Image) printing by Vendor
 2. Dual Interface Contactless Cards
 3. Prepaid cards (Both EMV Chip and Magnetic stripe variants)

4. Hybrid Card (e.g. debit and prepaid in one card)
 5. NFC Tags
 6. Wearables
 7. Closed Loop Cards
 8. Any other version of debit cards to be launched by the bank in future for example Combo Cards(Debit & Credit Card in One Card),Dynamic CVV Cards, Smart Premier metal cards, Smart Crystal – Clear Plastic with IR Blocking cards, Smart Touch – Varnish Cards, Smart Reflect Cards etc.
- l) For image debit cards to the customers, successful Bidder/s would be required to provide cards printed with the image selected by the customer or provided by the Bank.

3.2 Procurement & Maintenance of Card Stock

The bidder should properly maintain the stock position of the debit cards at their card center and inform the Bank regarding the same in frequent intervals or whenever Bank requires. The bidder should also alert the Bank in case of re-order requirements for any specific kind of plastic well in advance (at least 4 weeks) to avoid a stock-out situation.

Bidder to also provide a dashboard for keeping and display of online tracking of the card dispatch status, stock position, orders placed and their latest status etc. at a glance for various hierarchical levels.

3.3 Packing and Dispatch of the Cards

- a) Bidder must provide supply of stationery items required as per the specifications at Annexure VI.
- b) The bidder must ensure proper supply of stationery items and maintain the stock position of the stationery items at their card center.
- c) Bidder must provide facility for Packing of Cards & welcome kit along with insertions as per procedure placed at Annexure VII.
- d) The Debit Cards & welcome kit must be dispatched through Speed Post / designated Courier within 48 hours of receipt of data from Bank.
- e) Bidder must provide Dispatch Reports containing details of the cards & welcome kit dispatched to the Bank within 24 hours of receipt of the indent raised by the bank.
- f) Bidder must have the capability to maintain the records of the cards/ welcome kit personalized and dispatched to various destinations / branches, including details of card serial number, postal receipt no., card/ welcome kit returned if any, etc. The bidder should be able to provide the Bank with the required details in any format required / specified by the Bank.
- g) The Bidder will be required to put in place necessary measures for the timely dispatch of the cards & welcome kit.
- h) Disputes regarding dispatch / delivery of cards & welcome kit would primarily be handled and resolved by the bidder.
- i) Returned consignment should be returned to the Bank Address. The bidder shall maintain a proper record of such returns with specific reasons and re-dispatch these cards / consignments after remedial measures are complied with, duly recorded, without any

extra charge to the Bank. In all cases where reasons of return are attributed to the bidder, postage/courier charges shall also be borne by the bidder.

- j) The Bidder must maintain adequate inventory of raw materials to ensure that supply of cards, stationery & welcome kit to the bank is uninterrupted. Any delay beyond acceptable timelines may attract levy of penalties.
- k) However, the bidder cannot claim any damages on account of extra inventory of plastic etc in case orders are not placed by bank to cover the stock.

3.4 Packing and Dispatch of the PINs Mailers

Packing and dispatch of the corresponding PINs for the Debit Cards dispatched as per point 3.1 above, from Bank's premises, to designated locations. The following activities are required to be carried out by the bidder at Bank's premises: -

- a) Bidder must provide supply of PIN Mailers as per specifications given by the Bank at Annexure VI.
- b) Bidder must provide facility for Packing and dispatch of PINs as per procedure placed at Annexure VII.
- c) The bidder must ensure proper supply of stationery items and maintain the stock position of the stationery items at their card center.
- d) The Bidder will be required to put in place necessary measures for the timely dispatch of the PINs. Bidder must ensure the Dispatch of the PINs within 24 working hours of their printing.
- e) Bidder must have the Capability to dispatch minimum 70,000 PINs per day or any higher number of PINs corresponding to the number of cards issued per day to the designated offices of the Bank by Speed Post / Courier.
- f) Disputes regarding dispatch / delivery of PINs would primarily be handled and resolved by the bidder.
- g) Returned consignment should be returned to Bank Address. The bidder shall maintain a proper record of such returns with specific reasons and re-dispatch these cards / consignments after remedial measures are complied with, duly recorded, without any extra charge to the Bank. In all cases where reasons of return are attributed to the bidder, postage/courier charges shall also be borne by the bidder.
- h) Bidders to note that the Bank has launched Green Pin instead of paper Pin for the majority of debit cards. So requirement of printing of paper Pin is required for limited variants of cards.

3.5 Quality of Cards to be supplied: Bidders must ensure that the physical characteristics of the cards to be supplied to the Bank must conform to the international standards for physical characteristics of cards as laid down vide the guidelines issued under ISO / IEC 7810 and as per Annexure IX.

3.6 Test checking of Quality of Cards Supplied to the Bank: The Bank would have the discretion of carrying out a random-sample test checking (Peel Test, Bend Test, Torsion Test, Corner bend Test and any other type of test related to card quality) of the cards being supplied to ascertain

their quality. Test checking of Cards by the Bank may be carried out at a premise of its choice, including the premises of the bidder, at any interval it deems fit, where the quality of the cards may be checked according to the international Test Methods specified under ISO/IEC 10373 -1.

In case of any deficiencies observed by the Bank in the quality of cards, Bank may levy penalty or take other punitive actions as specified under the Penalty Clause of this RFP.

3.7 All the hardware / software / middleware/ miscellaneous items / consumables / equipment's, required licenses, ATS, AMC etc. as well as manpower required for executing the work specified under 'Scope of Work' would be required to be managed by the bidder at its own cost.

3.8 In addition to the above, the bidder would also be required to ensure the following:

- a. In case any part of the work / process is required to be out-sourced by the bidder, the bidder shall seek prior approval of the Bank accordingly.
- b. The bidder must ensure and confirm due diligence / KYC / Physical verification of its own as well as the employees of its service providers / sub-contractors and must be able to provide documentary evidence for the same if required.
- c. The bidder must build adequate safeguards to ensure that the information / documents / records / assets of the Bank are maintained in a way that the same are safe and there is no co-mingling of similar information with other organizations to which it may be providing services.
- d. The bidder shall ensure preservation of all documents / data in accordance with all legal / regulatory obligations.
- e. The successful bidder shall provide the Business Continuity Plan (BCP) to the Bank or undertake to setup the same within 2 months of signing of contract.
- f. The bidder must support card data encryption for secure communication between Bank and embossing vendor.
- g. The bidder must provide dispatch report as per Bank requirement for both personalized and non-personalized cards.
- h. Embossing file format shall be provided by Bank, so respective change has to be done by the bidder.

INSTRUCTIONS TO BIDDERS

4. COST OF BIDDING

- 4.1** The Bidder shall bear all the costs associated with the preparation and submission of its bid, the bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 4.2** The Prices in the bid document should be expressed in Indian Rupees only.

5. BIDDING DOCUMENT

- 5.1** The Bidder must examine all instructions, forms, terms and conditions and technical specifications of the RFP. Failure to furnish the information required under the RFP or submission of a bid not substantially responsive to the required Documents in every respect shall be at the Bidder's risk and may result in the rejection of the bid without assigning any reason or making any reference to the bidder. Bidder should strictly submit the bid as per RFP failing which the bid will be rejected as non-responsive.
- 5.2** The bids prepared by the bidder and all correspondence and document relating to the bids exchanged by the bidder and PNB, shall be written in English.
- 5.3** Any inter-lineation, erasures or overwriting is invalid and if the same is found at any stage of bid processing, bid shall be rejected immediately.

6. AMENDMENT OF BIDDING DOCUMENTS

- 6.1** At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason, modify the Bidding Documents through amendments at the sole discretion of the Bank. All amendments shall be uploaded on the Bank's websites (www.pnbindia.in , <https://etender.pnbnet.in/login>) and will be binding on all who are interested in bidding.
- 6.2** In order to provide prospective Bidders a reasonable time to take the amendment if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids.

7. PERIOD OF VALIDITY

- 7.1** Bids shall remain valid for up to six month from the date of opening of bids. A bid valid for shorter period may be rejected by the Bank.

8. BID CURRENCY

- 8.1** Prices shall be expressed in the Indian Rupees only.

9. BIDDING PROCESS (IN TWO STAGES):

9.1 A two-stage bidding process will be followed. The response to the tender is to be submitted in two parts:

- Technical bid (Both hardcopy and Online)
- Commercial bid (only Online)

9.2 TECHNICAL BID

9.2.1 The TECHNICAL BID will contain the bidder's information, status of eligibility criteria, compliance statement as per term & condition and the Scope of Work of the RFP document along with supporting documents, supporting documents in respect of Technical Evaluation matrix and all other information required to be submitted as per the formats given in Bid Document.

9.2.2 TECHNICAL BID will not contain any pricing or commercial information at all. In case any such pricing/commercial information is included in the technical bid, the bids so submitted will be summarily rejected by the Bank.

9.2.3 The Technical Bid is to be submitted in electronic form in Bank's E-Procurement portal. For submitting the bid online, the bidder must have digital certificates and has to be registered with the bank's new e-procurement system. Bid shall be signed using Digital Certificate by the Bidder so as to bind the bidder to the contract.

9.2.4 In addition to the online submission of technical bid, Bidder has also to submit a hard copy of the Technical bid. Hard copy of the Technical bid should be duly bound and signed with serial numbers including all supporting documents in a separate sealed envelope (wax seal) duly super-scribing as "Technical Bid: RFP for supply, processing and personalization of Debit cards"

9.2.5 The Envelope containing the hard copy of the technical bid should contain the following:

- EMD
- Hard copy of the Technical Bid

9.2.6 The hard copy of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the bidder to the contract. All pages of the Bid document should be serially numbered and all pages of the bid except un-amended printed literature shall be initialed by the person or persons signing the Bid

9.2.7 An authorization for the representative of the bidder signing the Bid is to be provided through a Board Resolution/written power of attorney accompanying the Bid.

9.2.8 The bid should not contain interlineations, erasures or over writing except as necessary to correct errors made by the Bidder, in which case such corrections shall be duly confirmed under signature of the person(s) signing the bid.

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

9.3 COMMERCIAL BID

9.3.1 The Bidder shall provide quotes as per the format at Annexure –V.

9.3.2 The Bidder must quote for all the Services. The bid amount should be inclusive of all taxes, statutory levy and charges etc except Goods & Services Tax, wherever applicable shall be paid by the Bank as per applicable rates.

9.3.3 The successful bidder(s) shall provide an undertaking that all statutory taxes etc. would be duly paid, as applicable from time to time with regard to the material and services provided to the Bank.

9.3.4 Commercial bid should be submitted through online only, no physical bid to be submitted.

9.3.5 It is also clarified that any payment made by the Bank to the bidder shall be subject to TDS as applicable from time to time.

10. SUBMISSION OF BIDS:

10.1 As explained above, the technical bid shall be typed or written in indelible ink and shall be signed by the authorized representative(s) of the Bidder who has been duly authorized to bind the Bidder to the contract. The authorization shall be indicated by a power of attorney / letter of authorization under the company seal accompanying the Bid. All pages of the Bid except un-amended printed literature shall be initialed by the person(s) signing the Bid.

10.2 Bidders are also required to submit the attested true copies of Technical supporting documents in physical form in sealed cover on or before the date and time of bid submission.

10.3 The Bidder must submit the proof of online submission of the technical bid through a physical copy of the same.

10.4 The Technical Bid shall be submitted in sealed envelopes as prescribed and should be addressed to the Bank at the following address:

**Chief Manager,
Punjab National Bank,
Debit Card, HO: DBD,3rd Floor
Head Office, Plot No. 5,
Sector 32, Institutional Area,
Gurugram, Haryana-122001**

10.5 Deadline for Submission of Bids

- a) Bids must be submitted not later than the specified date and time mentioned in the Bid Document along with all supporting documents.
- b) In case of the specified date of submission of bids being declared a holiday for the

bank, the bids will be received up to the specified time on the next working day.

- c) The bank may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Bank and bidders, previously subject to the deadline, will thereafter be subject to the deadline extended.
- d) Any bid received by the Bank after the deadline for submission of bid will be rejected and/or returned unopened to the Bidder.

11. EARNEST MONEY ON THE BID:

11.1 All Bidders would be required to submit an amount of **Rs. 20,00,000 (Twenty lakh only)** as Bid Earnest Money Deposit in the form of a Bank Guarantee/ NEFT valid for six-month favoring “PUNJAB NATIONAL BANK – Digital Banking Division” payable at New Delhi. The details for NEFT transfer is as per page no. 3, point no. 9. This EMD should be submitted in a separate envelope super scribed as ‘Earnest Money’, along with the Technical bid.

*Micro & Small Enterprises (MSEs) & Start-up bidder recognized by (DIPP) is exempted from payment of Earnest Money Deposit, 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.

11.2 Release of Earnest Money Deposit:

- In case of unsuccessful bids, the Earnest Money will be returned to the unsuccessful bidder after completion of the process i.e. Awarding Tender to Successful Bidders.
- The Earnest Money Deposit of the successful bidders will be returned on their submission of Performance Bank Guarantee (PBG) as per the terms of the RFP.

11.3 The Bid Earnest Money Deposit will be forfeited in case of:

- Withdrawal of the bid by a bidder after opening of the bid
- Successful bidder not accepting the Offer/Work Order within the period as defined in Clause 26 (Terms & Condition) of this RFP
- Withdrawal/back out from the commitments by the successful bidder

12. LATE BIDS:

12.1 Any bid received by the Bank after the deadline for submission of bids shall not be considered. In case of such late submission of bids, the same may be returned unopened to the Bidder, if so desired.

13. MODIFICATION AND/OR WITHDRAWAL OF BIDS

13.1 Bids once submitted will be treated, as final and no modifications would be permitted. No correspondence in this regard will be entertained.

13.2 No Bidder shall be allowed to withdraw the bid after the deadline for submission of bids.

13.3 The successful Bidder will not be allowed to withdraw from or seek amendments to the bid commitments. The bid earnest money in such eventuality shall be forfeited and all interests/claims of such Service Provider shall be deemed as foreclosed.

14. CONTACTING THE BANK:

14.1 Any effort by a Bidder to influence the Bank in evaluation of his bid, bid comparison or contract award decision would result in the rejection of the said bid. The Bank's decision in this case would be final and without prejudice and will be binding on all parties.

15. BANK'S RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS:

15.1 The Bank reserves the right to accept or reject any bid. The Bank also reserves the right to annul the bidding process or reject any / all bids, any time prior to awarding of the contract, without incurring any liability to or without any obligation to any Bidder. Bank is not required to inform any bidder about its' action or assign any ground / reason for the same.

16. TERMS AND CONDITIONS OF THE BIDDING FIRMS

The bidder has to accept all the terms and conditions of the RFP floated by the Bank and should not impose any of its own conditions upon the Bank. A bidder who does not accept any or all conditions of the RFP shall be disqualified from the selection process at any stage as deemed fit by the Bank.

17. LOCAL CONDITIONS

The bidder must acquaint himself with the local conditions and factors, which may have any effect on the performance of the contract and / or the cost.

18. DOCUMENTS TO BE SUBMITTED:

18.1 Apart from the Cost of the RFP and the amount of EMD, the Bidder shall submit the following documents:

18.2 Documents required with the Technical Bid (Sealed Cover)

A. Supporting documents / copies of pre-qualification criteria as per **Annexure-I**

- i)** MasterCard/VISA Certification for the Card personalization Bureau (Chip & Magstripe).
- ii)** Authorization/ Certification for the Card personalization Bureau (Chip & Magstripe) to produce/Personalization of Rupay brand NPCI sponsored Cards
- iii)** Audited Balance Sheets & Profit & Loss A/c Statements for the years 2019-20 and 2020-21. In case of Provisional Balance Sheet and Profit & Loss A/c, a confirmation of figures by bidder's chartered accountants to be provided with UDIN Number.

- iv) Declaration by the bidder regarding the number of banks to whom the service has been given and provide Certificates (Annexure – X) from all the Banks (not more than three months old and to be signed by a competent authority of the Bank not below the rank of Chief Manager) to which the bidder has provided similar services, specifying the average monthly number of cards being supplied and personalized.
- v) Declaration by the bidder regarding its average daily capacity for card personalization.
- vi) Any other supporting documents required in respect of eligibility criteria

- B. Bidders Information as per format as per **Annexure II**
- C. Statement of Compliance as per **Annexure III**.
- D. Statement showing the performance of the bidder as per **Annexure IV**.
- E. Letter(s) of Comfort from the supplier, stationery supplier and other Sub Agents if any, showing their commitment towards successful performance of the contract between the bidder and the Bank.
- F. Acceptance of specifications / procedures laid down under **Annexure VI and VII**.
- G. Responses to Technical Evaluation Matrix Specification as per the format at **Annexure VIII**
- H. Technical Specifications for Debit Card – **Annexure IX**
- I. Certificate from Other Banks - **Annexure X**
- J. Undertaking - **Annexure XI**
- K. Pre-Bid Query Format – **Annexure XII**
- L. Pre Contract Integrity Pact – **Annexure XIII**
- M. EMD Bank Guarantee Format – **Annexure XIV**
- N. Non-Disclosure Agreement Format – **Annexure XV**
- O. Any other document that the bidder may want to enclose to be considered by the Bank for evaluation of this RFP may be incorporated separately after **Annexure XV**, as **Annexure XVI**.

19. BID OPENING AND EVALUATION:

- 19.1** The Bank will open the bids, in presence of only one authorized representative of Bidder who choose to attend, at the time and date mentioned under General Tender Details. Any change in Date, time or location of bid opening will be communicated to the participating bidders through e-mail and notice on the e-procurement portal. In the event of the specified date of bid opening being declared as holiday for Bank, the bids shall be opened at the specified time and place on next working day.

- 19.2** The representatives of the Bidder(s) present during the process of opening of the bids shall sign the Bid Opening Register evidencing their attendance.
- 19.3** In the first stage, only the TECHNICAL BIDS will be opened and EMD of all bidders will be verified. If EMD of any bidder is not found in order or not found to have been submitted, that bidder will be declared ineligible for further participating in the tender process.
- 19.4** Bid document must be submitted in a single hard bound file. (No loose pages must be submitted). All pages of the Bid Document must be serially numbered and must be signed in Full (no initials) by the authorized signatory and stamped by Bidder's Official seal. All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM /CA / third party. All documents, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).
- 19.5** All third party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the genuineness/authenticity of any third party document may make the bid liable for rejection.
- 19.6** At the time of physical submission of bid, bidder has to show acknowledgement e-mail received after completion of the bid submission in proof of having submitted the bid online.
- 19.7** PNB will determine to their satisfaction whether the bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of PNB will be final in this regard.
- 19.8 Bidders' response to Eligibility Criteria specified under clause 2 of this Bid Document:**
The Technical Bids of those bidders, whose EMD/Bid Security Declaration has been found in order as per terms of the RFP, will be evaluated in the first stage of evaluation. After opening of the technical bids, these will be evaluated firstly in terms of bidders' response to the eligibility criteria and the supporting documents. Bank will examine the supporting documents and may get the same verified from the issuing banks/institutes. Bidders are advised to provide complete contact details of customer references including email addresses, mobile nos. etc. Technical Bids of only those bidders will be evaluated further who fully meet and satisfy the Eligibility Criteria.
- 19.9 Scrutiny of compliance to the Scope of Work Specifications specified under Clause 3 of this Bid document:** The technical bids of bidders shortlisted as above after evaluation of response to the eligibility criteria will be thoroughly evaluated in terms of its response to Scope of Work and technical specifications of this bid document.
- 19.10** The bids will be examined by the Bank to determine whether they are complete. A bid determined as not substantially responsive will be rejected. The Bank may, at its discretion waive any minor non- conformity or irregularity in a bid which does not constitute a material deviation in technical compliance.

- 19.11 Scoring in the Technical Evaluation Matrix:** Bidder who comply with Bank's specifications given under Scope of Work, technical specifications and other terms and clauses of the RFP document will be shortlisted for evaluation in terms of the Technical Evaluation Matrix as per **Annexure "VIII"**
- 19.12** Bidders must submit detailed documentary evidence/records for and sufficient documentary proof for all numbers and figures quoted.
- 19.13** After scrutiny of the technical bid document and supporting documents, and responses to various technical evaluation matrix points, scoring of marks against bids of each shortlisted bidder will be done as per as per the Technical Evaluation Matrix given as per Annexure "VIII" of this Bid Document. The bidders must submit all details with documentary evidence with regards to all parameters of the Technical Evaluation Matrix.
- 19.14** Only those bidders achieving at least 75% cut off score in the technical evaluation matrix will proceed to the next round i.e. commercial evaluation.
- 19.15** If sufficient numbers of bidders do not qualify the cut off score, Bank at its sole discretion may reduce the cut off score.
- 19.16** The Bank reserves the right to accept or reject any bid proposal by the bidder without assigning any reason thereof. Decision of the Bank in this regard shall be final and binding on the bidders.
- 19.17** The Sealed Envelopes containing the Technical Bids shall be opened in the presence of representatives of the Bidders. Intimation about the time and place for opening of Technical Bids (physical & online) shall be informed separately to the Bidders.
- 19.18** Bidders who satisfy the technical requirements as determined by the Bank and accept the terms and conditions of this document would be short-listed for the Commercial Bid Evaluation.
- 19.19** In the Commercial Bid format specified at Annexure-V of this RFP, Bidders have to quote prices for various items required by the Bank as well as total of these items, which would be considered for commercial evaluation.
- 19.20** The commercial bids (online only) shall be opened in the presence of shortlisted bidders, if they choose to be present. The intimation of time and place of opening of commercial bids will be informed separately to the shortlisted bidders only. If the shortlisted bidders or their duly authorized representatives are not present, the commercial bids will be opened in their absence. No information regarding the Commercial opening will be provided later to the bidders who did not attend the commercial opening, neither telephonically or through mail.

19.21 After opening of commercial bids as above, commercial evaluation & verification of the bids will be done by the Bank. Any arithmetic errors will be rectified as per Preliminary Examination clause 21.

19.22 The Bank reserves the right to accept or reject any offer proposed by the bidder without assigning any reason thereof. Decision of the Bank in this regard shall be final and binding on the Bidders.

19.23 Reverse Auction:

Bank may hold Reverse Auction in the event of 2 or more bidders are technically eligible. The procedure for the same is available on bank's e-procurement website. It will be mandatory for all the bidders to quote rates of all optional components that may be required.

The online reverse auction will be conducted by the Bank /Bank's authorized representatives. Reverse auction guidelines will be communicated to all short-listed bidders. The Bidder should be willing to participate in the online reverse auction to be conducted by Bank's authorized service provider on behalf of the Bank. Demo of Reverse Auction will be arranged for Eligible Bidders by Bank's authorized service provider for this purpose. Bidders should also be willing to abide by the e-business rules for reverse auction framed by the Bank / Authorized service provider. The details of e-business rules, processes and procedures will be provided to the short-listed bidders. The online reverse auction will be conducted by the Bank or a company who have been authorized in this regard by the Bank. Reverse auction guidelines will be communicated to all short-listed bidders.

The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a bid which does not constitute a material deviation.

L1 bidder(s) will be decided on the basis of least of Total Cost (TCO) of various variants of Debit Cards as mentioned under Column "C" against Serial No 8 of Table 1 of the Commercial Bid format given in Annexure "V" derived after conducting reverse auction or negotiation only on single TCO value. Final item wise price shall be arrived by reducing equivalent multiples of decrement value (as per the total reduction) of that item from the item's opening/base price.

The L1 price for the awarded contract will be decided as per reverse auction in case of two or more eligible bidders.

During the course of reverse auction if eligible bidders accept the base price and do not place any bid below the base price then the bidder quoting the least price in the online

commercial bid shall be treated as L1 bidder and bank reserves the right to further negotiate and finalize the final prices.

20. CLARIFICATION OF BIDS RECEIVED:

20.1 To assist in the examination, evaluation and comparison of the bids received, the Bank may, at its discretion, seek clarification(s) from the Bidders. Such clarification shall be sought over e-mail by the Bank to which the response of the bidder shall be accepted over e-mail / in writing. No change / modification in the price or substance of the bid shall be sought, offered or permitted.

21. PRELIMINARY EXAMINATION:

21.1 The Bank shall examine the Bids to ascertain whether the same are complete; whether required information called for has been provided as underlined in the bid document; whether the documents have been properly signed, whether any computational errors have been made; and whether the bids are generally in order.

21.2 The Bank at its discretion may call upon the Bidders to make a presentation regarding its systems and procedures employed towards execution of the services required by the Bank. In case called upon to make such a presentation, Bidders shall be given a minimum of three days before they would be required to put up this presentation.

21.3 Arithmetical errors will be rectified as follows:

- a. In case of discrepancy between the unit price and the total price that has been arrived at by multiplying the unit price with the quantity, the price quoted under 'unit price' shall prevail and the total price shall be corrected accordingly.
- b. In case of any discrepancy between words and figures, the amount specified in words will prevail.

22. PROCEDURE FOR FINALISING THE SUCCESSFUL BIDDER(s):

22.1 The final selection of the bidder(s) would be from amongst the bidders shortlisted after the technical evaluation, as per the L1 criteria arrived at based on the commercial bids submitted by them.

22.2 Such selection would be based on the final cost arrived at for a bidder as per the procedure enumerated in Annexure V and after conducting Reverse Auction process as explained under point no 19.23 above.

22.3 After Reverse Auction process as explained under point no. 19.23 above, the bidder whose final cost is lowest will be L1 bidder and whose final cost is second lowest will be L2

bidder and so on and so forth. However, please note that merely by becoming L1 and L2 bidder and so on does not qualify a bidder as successful bidders.

22.4 The Bank reserves its' right to select more than one bidder and intends to distribute orders between L1, L2 and L3 in the ratio of "50:30:20" depending upon the number of bids received and in case the L1 prices are matched by the subsequent bidders as explained below.

22.5 In case the Bank wishes to appoint two bidders as above, the L2 bidder shall be required to match the prices quoted by the L1 bidder within 7 days from the date of opening of bid.

22.6 In case the L2 bidder does not / cannot match the prices with the L1 bidder, the bank then shall have the option to make an offer and negotiate with the L3 bidder and so on and so forth.

22.7 In case the bank wishes to select two bidders, the work would be divided between the selected bidders, in the proportion of 60:40, where the L1 bidder would be awarded 60% of the work.

22.8 In case L2/L3 does not agree to match the prices quoted by L1, bank can place the entire order with the L1 bidder and the L1 bidder would be required to meet the entire requirement of the Bank.

22.9 In case of non-performance by a Service Provider, where the work has been awarded to more than one bidder, the Bank reserves its' discretion to modify the stipulated proportion of 60:40 with regard to subsequent work orders.

22.10 Efforts would also be made to distribute work orders equitably within the 50:30:20 or 60:40 ratios. However, Bank's discretion in this distribution will be final and binding and successful bidders will be bound by the same.

22.11 Withdrawal of Services: In addition to the levy of penalties, continuous bad performance by the Successful Bidder/s (i.e. delay in supply of cards or deficiency in quality of cards as defined in the RFP) over a period of one month would result in withdrawal of Services from that particular vendor and handing over to any of the other empanelled vendor.

23. RESOLUTION OF DISPUTES:

23.1 All disputes and differences of any kind whatsoever, arising out of or in connection with this work awarded pursuant to this RFP or in the discharge of any obligation arising under the Agreement to be entered by the Bank with successful bidder (whether during the progress of the work or after completion of such work and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator appointed by bank upon after issue of at least 30 days' notice in writing to the other party clearly setting out there in the specific disputes. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue for the

arbitration shall be at Delhi. Any appeal will be subject to the exclusive jurisdiction of courts at Delhi. The venue of the arbitration shall be Delhi.

23.2 During the arbitration proceedings the successful Bidder(s) who become the Service Provider(s) shall continue to work as per the Contract unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator, is obtained. However during such a contingency, the Bank shall be entitled to make alternative arrangements to tackle the situation in any manner it deems fit, at the cost of the Service Provider, so that the business of the Bank is not disrupted.

24. PROCUREMENT THROUGH LOCAL SUPPLIERS (MAKE IN INDIA)

Applicability of Preference to Make in India, Order 2017 (PPP-MII Order)

Bank will follow the guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) issued vide Central Vigilance Commission Order No. 018/VGL/022-377353 dated April 20, 2018 and basis of allotment will be done in terms of instructions on Public Procurement (Preference to Make In India), Order, 2017 – Revision; regarding issued vide GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion letter No. P45021/2/2017-PP (BE-II) dated 4th June 2020, Order, 2017 – Revision; regarding issued vide GOI, Ministry of Commerce and Industry, Department of promotion of Industry and Internal trade letter No. P45021/2/2017-PP (BE-II) dated 16th September 2020. Salient features are given below: -

For the purpose of Preference to Make in India, Order 2017 (PPP-MII Order):

- 24.1** “Local content” means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent. Verification of local content - For same, Bidder to upload a certificate as per Annexure-XXI from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number and seal, countersigned by bidder.
- 24.2** “Margin of purchase preference” means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.
- 24.3** Decisions on complaints relating to implementation of the above shall be taken by the competent authority which is empowered to look into procurement related complaints relating to the procuring entity.

- 24.4** L1 will be decided by the price discovered through Reverse Auction, which will be conducted online. Performa for Indicative Commercial Bid Format is in Annexure-XII.
- 24.5** In case all bidders available for the captioned RFP are local suppliers, the work allocation will be done to L1, L2 & L3 in 50:30:20 ratios, based on the L1 price discovered in the Reverse Auction and L2 & L3 matches the same price of L1.
- 24.6** In case any one of three emerged bidders denies fulfilling the RFP obligations, Bank may forfeit the EMD and blacklist that bidder from participation in future RFPs of Bank for next 3 Years. In such event, Bank at its sole discretion, may award the contract between two remaining bidders in 60:40 ratios at discovered price of L1 through Reverse Auction.
- 24.7** In case any of the two bidders from L2 and L3 are not able to match the price of L1 then option may be extended to subsequent bidders to match the lowest cost in which case the other bidders may be allocated the due share of work orders. However, Bank at its absolute discretion may choose not to extend offer to subsequent bidders and allocate orders to L1 or L2 bidder in the ratio of 60:40 or 100% to L1 bidder at discovered price of L1 through Reverse Auction as the case may be or the Bank may cancel the RFP. The bidders will also have to subsequently match line item wise prices also.

Procurement through Local Supplier (Preference to Make in India) will be done as per the "Public Procurement (Preference to Make in India) Order 2017 issued vide Department of Industrial Policy and Promotion (DIPP) Notification No. P-45021/2/2017-B.E-II dated 15.06.2017 and thereafter revised vide Notification No. P-45021/2/2017-PP (B.E-II) dated: 28.05.2018, No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 & No. P-45021/2/2017-PP (BE-II) dated 16.09.2020.

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

Verification of local content: The local supplier at the time of submission of bid shall be required to provide a certificate as per Annexure-XVI from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. The bidder (if local supplier) will have to submit a self-certification that the offered item meets the minimum local content and shall give details of the Locations at which the local value addition is made.

25. CONFIDENTIALITY

"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.

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.

Each party agrees that it will not disclose any Confidential Information received from the other to any third parties under any 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.

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.

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.

The non-disclosure obligations herein contained shall not be applicable only under the following circumstances:

(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.

(v) Where any Confidential Information is required to be disclosed pursuant to a requirement 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.

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.

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.

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.

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.

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.

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.

26. NON DISCLOSURE

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

- 26.1** That the successful bidder will treat the confidential information as confidential and shall not disclose to any third party. The successful bidder will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.
- 26.2** That the successful bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank.
- 26.3** That the successful bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance.
- 26.4** That, without limitation of the foregoing, the successful bidder shall use reasonable efforts to advise the Bank immediately in the event when the successful bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the successful bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.
- 26.5** That if the successful bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion

of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of the contract.

26.6 That the successful bidder will strictly maintain the secrecy of Bank's data at all level and submit NDA as per attached **Annexure-XV**.

27. USE OF CONTRACT DOCUMENT AND INFORMATION:

The Service Provider shall not, without the Bank's prior written consent, make use of any document or information provided by the Bank in the Bid document or otherwise except for the purpose of performing its contract.

28. CANCELLATION OF BID/ BIDDING PROCESS

PNB reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for its action.

29. DELAYS IN THE SUPPLIER'S PERFORMANCE

Performance of the Services shall be made by the supplier in accordance with the time schedule specified by Bank. Any delay in performing the obligation by the supplier will result in imposition of penalty/liquidated damages and/or termination of rate contract for default. Above clause will be exempted in case of force Majeure.

30. ASSIGNMENT:

The bidder shall not assign to anyone, in whole or in part, its obligations to perform under the contract, except with the Bank's prior written and express consent. That if the successful Bidder hires another person/entity to assist it in the performance of its obligations, under the contract, as may be subsequently entered into at the discretion of Bank or assigns any portion of its rights or delegates any portion of its responsibilities or obligations to another person in any manner thereunder, subject to Bank's prior written consent, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality

31. PATENTS RIGHTS

The bidder shall indemnify the bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India or abroad.

a)The bidder shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Rights, including Patent, trademark,

copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.

b) The bidder shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible for, including all expenses, court, and legal fees.

c) The Bank will give notice to the bidder of any such claim without delay, provide reasonable assistance to the bidder in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

d) The bidder shall grant to the bank a fully paid-up, irrevocable, non- exclusive license throughout the territory of India or abroad to access, and use services (and other software items) provided by the supplier, including-all inventions, designs and marks embodied therein in perpetuity.

32. INDEMNITY

The bidder assumes responsibility for and shall indemnify and keep the Bank harmless at all times from all liabilities, claims, costs, expenses, taxes (except GST) and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation, negligence or/and misconduct under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed/hired/deployed/services utilized by the bidder or bidders in connection with the performance of any system covered by the purchase contract/SLA. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect the Bank during the contract period with AMC. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon.

In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine supplied by the bidder covered under the purchase contract or the use thereof, the bidder agrees and undertakes to compensate/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. Successful bidder (Vendor) will also assume full responsibility of any loss or damage caused due to any of their onsite engineer/representative.

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.

33. INTELLECTUAL PROPERTY RIGHTS

The Bidder warrant that in the course of providing the services, they shall not infringe upon any third party Patent, Copyright, Design, Trademark, or any other Intellectual Property Rights for system software and application software. The Bidder shall indemnify and at all times keep the Bank fully indemnified and hold harmless against any and all loss, damages, costs and expenses including Attorney's fees, which may be incurred as a result of any claim or action associated with such infringement, PROVIDED HOWEVER, the Bank agrees to give prompt notice to the Bidder of any such claim or action, gives complete authority and freedom to the Bidder in defending and/or settling such claim and gives all reasonable assistance to the Bidder in doing so. The remedy available to the Bank under this clause will survive termination of the Purchase Order such that in the event of violation of IPR claim by any third party after the expiry of the contract between Bank and the Bidder, the indemnity clause listed above will be valid and applicable beyond the contract period.

34. NON-EXCLUSIVITY

Notwithstanding anything contained in the present Agreement, the arrangement hereby agreed between the parties, shall be on a non-exclusive basis. Bank reserves its right to appoint/engage one or more service provider(s) to provide like services concurrently or otherwise during the currency of this Agreement.

35. Severability

The invalidity, illegality or unenforceability of any provision (in whole or part) of this Agreement in any jurisdiction shall not affect such provision in any other jurisdiction or invalidate or affect the remaining provisions (including in case of partial invalidity, the valid part of the affected provision) of this Agreement.

36. SURVIVAL

The Parties have expressly agreed that any liabilities or obligations set forth in this contract by their nature and content are intended to survive the performance hereof, shall so survive despite such completion/expiration or termination of this contract.

37. Inspection & Audit Of the Services

37.1 The bidder shall provide unrestricted access to its premises and records being maintained with regard to the job being performed as per its contract with the Bank, to the authorized personnel of the Bank / its auditors (internal and external)/ any statutory / regulatory authority / authorized personnel from RBI to carry out any kind of process of audit including that of its operations and records related to Bank's Card Management Services, at the card processing bureau of the bidder, in the presence of representatives of the bidder, at any point of time by giving advance notice.

37.2 All the clauses specified under point 23.1 above shall be applicable and extended to any entity to which the bidder has outsourced any part of the prescribed activity under Bank's Card Management Services. It shall be the responsibility of the bidder to ensure unrestricted access to the authorities/officials as mentioned above to the places where such services are outsourced, for inspection and verification.

38. GENERAL PROVISIONS

- 38.1** Service Provider shall pay to its employees/personnel, who are engaged for providing the Services to the Bank, all wages, salaries, remuneration, terminal benefits, other benefits etc of any kind including, but not limited to, salary in lieu of notice, retrenchment compensation, bonuses, leave salary, provident fund, gratuity, Employees State Insurance contributions and other contributions directly to the Authorities concerned in accordance with the terms of contract of their employment / law applicable and the Bank shall not be liable in this regard either to Service Provider or to its personnel in any manner whatsoever. Further, Service Provider shall also maintain all records in this regards as required by the relevant laws including, the Minimum Wages Act, the Payment of Wages Act and the Contract Labour (Regulation & Abolition) Act and shall comply with all the statutory provisions as prescribed under relevant rules and statutes for the time being in force.
- 38.2** Service Provider shall undertakes to indemnify the Bank and keep the Bank and its officers/employees/Directors fully indemnified and harmless from and against all the consequences of any of its actions and/or its sub-contractors, representatives, employees leading to breach of any of the provisions of law faced, suffered or incurred by the Bank.
- 38.3** Similarly, in the event of any claims being made on the Bank, on account of any breach or non-compliance of any applicable law, unauthorized act, fraud, deed or thing done or omitted to be done or undertaking made or deficiency in service by Service Provider, its employees, officers, agents, the Service Provider shall undertake to pay on first demand made by the Bank of any amount on this account without any demur, contest, protest whatsoever within 7 working days of the demand being made. The Bank may at its discretion settle any or all claims made on it and recover the amount so paid from Service Provider and /or make deductions from the amount payable by the Bank to Service Provider.
- 38.4** That the Bank, its representatives, its Regulators including RBI or persons authorized by the Regulator, its internal/ external/ other Auditors, shall, whenever required/called for have access any documents, records of transactions and other necessary information processed/ stored by, given to the Service Provider; and any document/information given by the Bank to the Service Provider and/or relevant to the outsourced activities available with the Service Provider pertaining to the services provided under this Agreement by the SERVICE PROVIDER. Bank shall provide a reasonable prior notice before such audit and the cost of the audit shall be borne by the bank.
- 38.5** The access shall also extend to the books, records, information held by/available with any person/firm agent/company engaged by Service Provider or any documents records of transactions and other necessary information given/stored or processed provided by the Bank, to Service Provider and in turn provided by Service Provider to another agency, in order to render the required Services to the Bank.
- 38.6** Service Provider shall ensure preservation of documents and data in accordance with legal/regulatory obligation of the Bank communicated to Service Provider in writing by the Bank, provided to Service Provider by the Bank, in order to render the required Service to the Bank.

- 38.7** That due diligence/KYC/physical verification of employees of the company/their sub-contractor will be done and proper record of the same will be maintained.
- 38.8** That adequate step will be taken to build strong safeguards to avoid the comingling of information/documents records and assets of the Bank with other organizations for whom Service Provider undertakes similar services.
- 38.9** That the Service Provider will ensure to get its security, practices and control process audited on a regular basis and disclose security breaches, if any, to the Bank. The copy of such audit report including the steps taken to address the issues raised by the auditors be provided to the Bank.

Punjab National Bank Only

Terms and Conditions

1. ORDER PLACEMENT

- 1.1** On receipt of the Letter of Offer / Letter of Intent issued by the bank with regard to this RFP, the bidder would be required to submit his acceptance to the Bank within 7 days.
- 1.2** In case a successful bidder does not submit his acceptances as specified under points 1.1 within 7 days of the receipt of the same, the Offer may be cancelled and the amount of EMD submitted by the bidder shall be forfeited.
- 1.3** Bidders would be required to initiate delivery of cards within 2 weeks of placement of Letter of Intent / Letter of Offer / Purchase Order.
- 1.4** After entering into an Agreement with the Bank, orders for cards will be placed centrally by Digital Banking Division. On receipt of a Work Order placed by the Bank, the bidder must submit his acceptance within 3 days through email from the authorized officials of the company as per Escalation Matrix which will be shared by the successful bidders.
- 1.5** The Bank reserves its right to cancel the entire/unexecuted part of the Purchase Order at any time by assigning appropriate reasons in the event of one or more of the following conditions:
- Delay in delivery beyond the specified period for delivery.
 - Serious discrepancies in the personalized cards.
 - Deficiency in the quality of cards provided to the Bank
 - Damaged stock of plastic cards
 - Any other similar reason
 - Violation of terms and conditions of the RFP
- 1.6** In addition to the cancellation of purchase order, the Bank reserves the right to forfeit the Performance Bank Guarantee given by the successful bidder.

2. PAYMENT TO SERVICE PROVIDER:

- 2.1** Bidders may raise their invoices with actual bills on a Monthly basis in respect of blank cards; personalization and stationery items used for dispatch of cards.
- 2.2** Payment shall be released by the Bank within 2 - 4 weeks of receipt of a bill accompanied by the complete set of documents required by the bank to process the same.
- 2.3** It is clarified that the price will be inclusive of all taxes, statutory levy, charges etc. except Goods & Services Tax (GST), wherever applicable, (On actual basis) shall be paid by the bank on the production of relevant documents.
- 2.4** Statutory deductions such as applicable TDS shall be deducted by the Bank from the payments due to the bidder.
- 2.5** The Bidder shall be reimbursed for the actual amount of expenditure incurred towards dispatch of cards / PINs etc. for which the bidder would be required to submit invoices with actual bills from speed post / Courier or any other mode agreed to be used by the Bank for dispatch.

3. PENALTY

- 3.1** The cards are to be duly prepared, packed and dispatched within 48 hours from the date of receipt of required data provided by Bank (The bidder is required to dispatch all cards within 48 hours of the data for the same being sent by the bank (up to a maximum of 75000 cards per day)). Delay in dispatch of cards would attract penalty @ 5% per day of the amount of bill pertaining to the cards delayed (Cost of higher variant card will be considered), where the delay would be calculated on a per day basis, till the dispatch of the cards. (Penalty may be deducted from bill amount payable without any prior intimation.)
- 3.2** The Dispatch Report of the cards dispatched should be provided within 24 hours of card dispatch. Any delay may attract penalty at the rate of Rs.5000/- per day.
- 3.3** Bidder must ensure the Dispatch of the PINs within 24 working hours of their printing. Delay in dispatch of PINs would attract penalty @ 5% per day of the amount of bill pertaining to the PINs delayed, where the delay would be calculated on a per day basis, till the dispatch of the PINs. (Penalty may be deducted from bill amount payable without any prior intimation.)
- 3.4** Wrong dispatch and delivery of Cards and PINs would also attract penalty @ 5% per day of the amount of bill pertaining to the Cards/PINs delayed due to wrong dispatch/delivery, where the delay would be calculated on a per day basis, till the delivery of Cards/PINs at correct address.
- 3.5** In cases of habitual / frequent delay in supply of cards, Bank may consider invocation of the bank guarantee or may even consider termination of contract of the bidder.
- 3.6** Any financial loss / fraud taking place due to the bidder's negligence shall be recoverable from the bidder along with damages if any with regard to Bank's reputation and goodwill.
- 3.7** Delivery of goods and performance of Services shall be made by the bidder/ supplier in accordance with the time schedule specified by Bank. Any delay in performance of the obligation by the bidder/ supplier will result in imposition of liquidated damages and/or termination of rate contract for default.
- 3.8** If at any point of time, during a check audit or in case of a complaint regarding the quality of cards being supplied is substantiated, the Bank reserves the right to cancel the contract with immediate effect, withhold any payments due and forfeit amount of Performance Bank Guarantee.
- 3.9** 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 operations, 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.

4. Force Majeure

4.1 However, the Bidder 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 successful bidders or Bank, as the case may be and which substantially affect the performance of the contract such as:

- a) Acts of God, natural calamities, including but not limited to floods, droughts, earthquakes and epidemics;
- b) Acts of any country, domestic or foreign, including but not limited to war, declared or undeclared priorities, quarantines, embargoes;
- c) Acts of public enemy, accidents and disruptions including but not limited to fires, explosions, breakdowns of essential machinery or equipment;
- d) Transportation delay due to force majeure or accidents;
- e) Strikes, lockouts and sabotages;
- f) Riots and civil commissions; etc.
- g) Lockdown imposed by Govt., Pandemic declared by Govt and Quarantine restriction imposed by the govt. etc.
- h) The act of force majeure will however not cover acts of commercial hardships
- i) Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.
- j) Unless otherwise directed by the Bank in writing, the bidder 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.
- k) 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 bidder.
- l) Further, Bank also reserves the right to assign the work to other successful bidders or/and service providers without any consequences and claims.
- m) If Force Majeure situation arises, the non-performing party shall promptly notify to the other party in writing of such conditions and the cause(s) thereof. Unless otherwise agreed in writing, the non-performing party shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- n) If the Force Majeure situation continues beyond 30 days, Bank shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of this Contract as a result of an event of Force Majeure. However, Service Provider

shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

5. SIGNING OF CONTRACT:

- 5.1** Successful Bidder(s) shall be required to enter into a Service Level Agreement (SLA) provided by the Bank within 7 days of the award of the work (through Issuance of Letter of Intent / Letter of Offer) or within an extended period as may be specified by the Bank. The agreement shall include systems & procedures to be adopted by the Service Provider(s) as desired by the Bank.
- 5.2** The SLA as per 5.1 above, shall be based on the requirements of this RFP, the terms and conditions of purchase order, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the proper performance of the work in accordance with the Bid and the acceptance thereof,
- 5.3** The rate contract will be valid up to two years from the date of signing of the SLA with Bank. If required, the tenure of contract may be extended by mutual agreement between Bank and vendor if vendor accept the terms and conditions offered by the Bank.
- 5.4** In case of extension, rates may be reviewed by the Bank after completion of each year of contract. The bidder will pass on to the Bank, the benefit of discounts if any announced by the related bidders during period of contract in respect of orders placed during that period.
- 5.5** The bidder will also sign a Non-Disclosure Agreement with the Bank on a format prescribed by the Bank.

6. INSURANCE:

- 6.1** The Service Provider shall obtain adequate insurance cover against all kinds of risks including fidelity clause for the loss arising from acts of omission / commission / dishonesty of its employees and / or agents and would be required to keep the insurance policy alive at all times during the currency of the agreement.
- 6.2** The loss-payee endorsement of such insurance policies shall be in favor of the Bank and it shall be ensured that the amount of claim, if any, shall be paid by the insurance company directly to the Bank.

7. PERFORMANCE BANK GUARANTEE:

The successful bidder/s has to submit Performance Bank Guarantee (PBG) to Digital Banking Division Head Office in the following manner:

- 7.1** Successful bidders will have to furnish Performance Bank Guarantee (PBG) amounting to 3% of contract value. In case of more than one successful bidder the PBG will be divided in pro-rata basis. The PBG issued should be from a first class scheduled commercial Bank acceptable to the Bank at the time of acceptance of the order as per attached Format. The BG will have a validity period of 39 months including 3 months claim period. The proceeds

of the Bank Guarantee shall be payable to the Bank as compensation for any loss resulting from the Bidder's failure to complete its obligations under the contract.

7.2 The PBG will be submitted upfront by the successful bidders within 30 days from the date of acceptance of work order. Performance Bank Guarantee (PBG) will be issued for a period 39 months.

7.3 No interest on PBG will be paid by Bank.

7.4 The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than Punjab National Bank.

7.5 In case successful bidder submits any false information or declaration letter during the tender process or period of rate contract, Bank will invoke the Performance Bank Guarantee submitted by the bidder to recover penalty/damages. In case successful bidder fails to perform the contract, Bank will invoke the Performance Bank Guarantee to recover penalty / damages.

7.6 If Govt. releases any amendment for Performance Security under rule of GFR 2017 or any other guidelines, Bank may change the clause of Performance Bank Guarantee accordingly during any time of contract period and Successful bidder should submit the revised PBG accordingly within 30 days from date of order of Bank.

7.7 The performance guarantee is required to protect the interest of the Bank against delay in supply/installation and or the risk of unsuccessful implementation of the project, or performance of the material or services sold, which may warrant invoking of performance guarantee. In case any act of the Service Provider results in imposition of liquidated damages then also the Bank reserves the right to invoke the performance guarantee.

7.8 As per SLA any unexcused delay by the Service Provider in the performance of its Contract obligations shall render this Agreement to be terminated.

8. LIQUIDATED DAMAGES:

8.1 If the delay continues, Bank shall be at liberty to cancel the order and hand over the work orders to the other shortlisted vendor. Under such circumstances, the bidder shall forfeit the amount held by the bank under the EMD. However, the bidders will be given an opportunity to present its case before Bank initiates forfeiture of EMD or takes any other punitive measure.

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

9. TERMINATION OF CONTRACT:

9.1 Bank reserves the right to terminate the Contract / Agreement after giving one-month due notice to the Service Provider during the tenure of the Contract for unsatisfactory services provided or violation of statutory guidelines or Violation of terms & conditions of the RFP or Breach of the agreement by the Service Provider and may place the order to any other empanelled Service Provider.

9.2 In case of unsatisfactory services, the Service Provider shall be first served with a written warning with an advice to improve his services within a period 15 days. In case after this period of 15 days, the services continue to remain unsatisfactory, a termination notice may be served.

9.3 Additionally, in case if at any point of time the quality of cards being supplied by the bidder is found to be unsatisfactory, the Bank reserves the right to terminate the contract with immediate effect.

9.4 Bank may also terminate the Agreement 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 Agreement.

9.5 If the contract is terminated under any termination clause, the vendor shall handover all Service documents and Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also provide the requisite service during the period of transition of services to the alternate Service Provider.

9.6 During the transition, the Vendor shall also support the Bank on technical queries / support on service process.

9.7 The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit as per this RFP.

9.8 Notwithstanding anything contained in the RFP, the Bank reserves the right to terminate the contact at any time without assigning any reasons.

9.9 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/debar the successful bidder

thereby blacklisting / debarring them from participating in future Bids/Tender processes and to invoke the Performance Bank Guarantee(s)/Security(s) given by the successful Bidder.

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

9.11 Termination for Convenience: The Bank, by written notice of not less than 30 (Thirty) days sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

10. LIMITATION OF LIABILITY

10.1 Service Provider'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: -

10.1.1 Breach of the confidentiality terms.

10.1.2 Liability for an infringement of a third party's IPR by the bidder.

10.1.3 Employment liabilities for bidder's staff relating to the period of their employment with in contractual period while working with the Bank.

10.1.4 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.

10.1.5 Liability of the Vendor in case of gross negligence or willful misconduct attributable to the Vendor while providing services under this Agreement.

10.1.6 Liability of the Vendor in case of fraudulent acts or willful misrepresentation attributable to the Vendor regarding the services provided under this Agreement.

10.2 This limit shall not apply to third party claims. for:

10.2.1 IP Infringement indemnity

10.2.2 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.

11. Integrity Pact

The bidder should submit Original Executed Integrity Pact along with the technical BID. The Integrity Pact must be executed on stamp paper of Rs.200 and must be signed by all the witnesses also. The Performa of Integrity Pact is as per (**Annexure-XIII**).

12. Fall Clause

The BIDDER undertakes that It has not supplied/is not supplying similar Product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India, or PSU and if it is found at any stage that similar product / systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price irrespective of order quantity of said PSU, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

13. INDEMNITY

13.1 Service Provider agrees and hereby keeps the Bank indemnified and harmless at all times against all claims, actions, loss, damages, 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.

13.2 Service provider further undertakes to promptly notify the Bank in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.

13.3 The Service provider shall indemnify and keep fully and effectively indemnified the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Service Provider.

13.4 The Service Provider hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of software/ hardware/ deliverables within reasonable time. The Bank shall report as far as possible all material defects to the Service Provider without undue delay. The Service Provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.

13.5 Nothing contained in this Agreement shall impair the Bank's right to claim damages without any limitation for an amount equal to the loss suffered for non-performance of software.

13.6 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.

Punjab National Bank Only

ANNEXURES

ANNEXURE-I

Minimum Pre-Qualification Criteria of Bidders

Sr. No	Pre-Qualification Criteria of Bidders	Supporting document Submitted- Yes/No	Supporting Documents To be Attached
1	The bidder should be registered as a company in India as per Company Act 1956 & 2013/ Partnership Bidder registered under LLP Act, 2008, operating since last 5 years as on the date of Bid Submission date of RFP.		
2.	Bidder must have its own MasterCard, VISA and NPCI Certified Bureau/s within India with required infrastructure for Debit Card personalization (NCCMC, EMV Chip & Magstripe) conforming to all guidelines prescribed by MasterCard, VISA and NPCI for the said purpose. The certificate should be valid at least for 6 months from the date of submission of bids. In case the renewal of the certification is with next 6 months' bidder should give a declaration that all the certificates will be updated on time without any disqualification or discontinuity. Further the certification as above should have been received by the bidder on continuous basis during last three years. Three years to be considered as calendar year 2019, 2020 & 2021. Bidder should also be able to take care of PIN printing facility in India.		
3.	The Bidder should have minimum annual turnover of Rs. 15 Crore from the card business for their Indian operations during last two financial years i.e. 2019-20 and 2020-21. And The bidder should also have positive net worth during the last two financial years i.e. 2019-20 and 2020-21.		
4.	The bidder should have been in the business of supply, processing and personalization of Debit cards including EMV & NCCMC Chip cards for at least during last 2 year in India immediately preceding the date of submission of bids and should have supplied / personalized EMV & NCCMC chip cards for at least 2 Scheduled Commercial Banks in India during this period.		
5.	The bidder should have supplied and personalized at least one Crore (1,00,00,000) EMV chip / NCCMC (at least 20 Lakh in Each Category) based Banking debit cards (Visa/MasterCard/Rupay) for Banks in India during last two years (calendar years 2020 and 2021) . Documentary evidence to be furnished.		
6.	The bidder should have the spare capability to handle 75,000 NCCMC & EMV Chip cum magnetic stripe cards per day exclusively for PNB which should be scalable up to 1,00,000 NCCMC & EMV Chip cards per day if required by the Bank.		
7.	The Bidder should not have been blacklisted by any PSU Bank during the last three years and the Bidder / any of its associates, should not have been cautioned / reprimanded / blacklisted or have had its contract revoked / terminated by any concern to which it was under contract for		

	supply of cards, or by any regulatory or statutory body or any PSU Bank or RBI or the Indian Banks Association (IBA) etc.		
8.	The bidder should not have their Directors convicted of any criminal offence related to their professional conduct or making false statements or misrepresentations as to their qualifications to enter into a Procurement Contract within a period of two years preceding the last date of bid submission of RFP. If a bidder chooses not to disclose any such issue, and the same comes to Bank's notice at a later date, the Bank will be free to revoke any contract entered with the vendor and invoke Bank Guarantee at its discretion.		
9.	Bidder should have experience and capacity for supply, processing and personalizing various types of debit cards e.g. NCMC Cards, EMV compliant chip based cards, magnetic stripe based cards, chip cum magnetic stripe based cards, embossed, non-embossed, photo cards, travel cards, prepaid cards, contactless dual interface cards including NFC enabled dual interface cards, image cards, wearables etc.		
10.	The Bidder must produce certificate regarding satisfactory services from all PSU Banks to whom they have provided services related to Supply, Processing and Personalization of NCMC Debit cards any time during the last two years immediately preceding the date of submission of the bids.		
11.	The bidder should either have its own Disaster Recovery Site in India and Business Continuity Plan or should have arrangement of equivalent capacity and resources with any reputed third party in India which should have the necessary certifications and adherence to statutory guidelines. Indicate the systems available for DR/BCP or the time frame in which they will be available.		
12.	The systems offered should not violate any Intellectual Property Rights.		
13.	Submission of Bid on their Own Capacity		

Signature and Seal of Bidder

BIDDER'S INFORMATION

Information about the Company (Attach separate sheets if required): -

S. No.	Information	Particulars / Response		
1	Name of the Company			
2	Constitution			
3	Date of Incorporation			
4	GST No.			
5	Head Office / Registered Office of the Company with complete postal address(es) Contact Person(s) Phone Fax E-mail Website, if any			
6	Authorized signatory submitting the RFP (Please enclose the copy of board resolution) Name: Designation: Phone: Email:			
7	Specimen Full signature and initials of Authorized Signatory			
8	Whether MSE (quote registration no. and date of registration, copy to be attached)			
9	Bank Account Detail: Account Number: Account Name: IFSC: Bank Name:			
10	Please mention total turnover of the company and turnover from card business (Indian Operations) for last two financial years 2019-20 and 2020-21 with documentary evidence. Please mention net profit of the company for last two financial years 2019-20 and 2020-21	As per the last audited Balance sheet Rs. (lacs)		
11	No. of MasterCard / Visa /Rupay based cards supplied, processed and personalized for Banks in India during the last two years (Calendar Year) with documentary evidence.	Calendar Year	Bank	No. of Cards (lacs)
				(NCCM Cards)
				(EMV Chip cards)

	Out of which, number of NCMC & EMV Chip based cards during last two years.			(NCMC Cards)
				(EMV Chip cards)
12	Number, names and complete details of Banks for which banking debit cards supplied, processed and personalized during last Two Years			
13	Location with complete postal address of Primary Card Personalization Center from which cards for PNB would be personalized. Contact Person(s) -- Contact details --			
14	Whether the location as per point no. 13 above is owned by the bidder or is on lease / rent? Please provide documents.			
15	Whether the bureau as per point no. 13 above is equipped with Biometric Access system?			
16	Whether in the premises as per point no. 13 above, a demarcated area and identified personnel can be provided to meet the requirements of our Bank.			
17	Whether the bidder has an ISO Certification or any other equivalent certification. If yes, please enclose copy of current certification.			
18	Whether the bidder has dedicated help desk to make available specific information regarding status of card personalization/ dispatch status for both Cards & PINs?			
19	Location with complete postal address of DR Site (if any) Contact Person(s) Contact Details			
20	Whether for the process of Management Services of ATM/Debit Cards, the Bidder / any of its associates, have ever been cautioned / reprimanded / blacklisted or have had its contract revoked / terminated by any concern to which it was under contract for supply of cards, or by any regulatory or statutory body or RBI or the Indian Banks Association (IBA) etc.	No / Yes.		If yes, furnish details.

Note: If at any point of time it is found that any of the information provided above is wrong / incorrect, the Bank reserves the right to terminate the contract immediately and also appropriate the amount under the EMD provided by the bidder.

Signature and Seal of Bidder

COMPLIANCE STATEMENT

DECLARATION

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP including all annexure(s), addendum(s) and corrigendum(s)

Signature and Seal of Bidder

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

List of deviations

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

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

Accepted

Signature and Seal of Bidder

PROFORMA FOR PERFORMANCE STATEMENT
(FOR A PERIOD OF LAST 2 YEARS IMMEDIATELY PRECEDING DATE OF SUBMISSION OF BIDS)

SI No .	Name of Bidder	Name of Bank (Full Address)	Order Nos. with Dates	Period of Contract	Quantity of NCMC Debit Cards Supplied	Quantity of EMV Debit Cards Supplied	Total Value of Works executed	Remarks/ Reason for late delivery/poor performance, if any

Note – Bidder should provide the contact details of the Banks and supporting document for the work done as per the above chart.

Signature and Seal of Bidder

PROFORMA FOR COMMERCIAL OFFER**Table 1**

Sr. No.	Item Description	No of Cards expected to be required by Bank during the contract period (A)	Unit Cost (In Rs.) (B)	Total Cost (In Rs.) (C = A * B)
1	MasterCard/VISA/Rupay (NCCM) Dual interface Contact cum Contactless EMV Chip Debit Cards: Non- Photo Card	3,25,00,000		
2	MasterCard/VISA/Rupay (NCCM) Dual interface Contact cum Contactless EMV Chip Debit Cards: Photo Card	10,00,000		
3	EMV Chip cum Magstripe Contact Debit Cards (MasterCard, Visa or Rupay): Non-Photo card	1,20,00,000		
4	EMV Chip cum Magstripe Contact Debit Cards (MasterCard, Visa or Rupay): Photo card	5,00,000		
5	Magstripe Only Card (Non Photo)	30,00,000		
6	Proprietary EMV Chip cum Magstripe Contact Debit Cards (non-photo card)	15,000		
7	MasterCard/VISA/Rupay (NCCM) dual interface Contact cum Contactless Image Debit Cards	10,00,000		
8	Total Cost	5,00,15,000	XXXXXXX	

Note:

1. L1 bidder(s) will be decided on the basis of least of Total Cost (TCO) of various variants of Debit Cards as mentioned under Column "C" against Serial No 8 of the above Table 1 derived after conducting reverse auction or negotiation only on single TCO value. Final item wise price shall be arrived by reducing equivalent multiples of decrement value (as per the total reduction) of that item from the item's opening/base price.

2. **Note: The number of Debit Cards under various categories mentioned above under Column A of Table 1 are indicative numbers only and have been mentioned here for the purpose of Commercial Evaluation. The actual quantity of cards may vary depending upon bank's requirement during the contract period.**

Table 2

MasterCard/VISA Rupay Dual Interface Contact cum Contactless Debit Cards (NCMC Cards)

Sl. No.	Item/Service to be quoted on a per piece / quantity basis	Non-Photo Card (G)	Photo Card (H)
		Cost in (Rs.)	Cost in (Rs.)
1	Cost of Blank Card		
2	Personalization (Embossing/Flat printing) of Card		Not Applicable
3	Personalization (Embossing/Flat printing) of Card with scanning and printing of photo on card	Not Applicable	
4	Personalization of Welcome letter and Automated pasting of Cards on the welcome letter.		
5	Cost of Stationary for card KIT i.e. (viz. Welcome letter, Pouch, up to one A4 sheet User Guide, Window Envelope, Plastic Envelope etc.)		
6	Stationary for Blank PIN Mailer and related stationary		
7	Packing and dispatch of Cards as per annexure VII.		
8	Packing & dispatch of PIN mailers as per details in Annexure VII		
9	Packing & dispatch of Welcome kit as per details in Annexure VII		
10	Other Ancillary Services (Maintenance of record, Providing MIS as per requirement of Bank, handling returned Cards/ PINs, address label printing, report printing etc)		
11	Grand Total		

- **Total cost of Non-Photo and Photo cards to be mentioned against row no. 11 in Table 2 above should be same as mentioned against Column "B" of Item no. 1 and 2 respectively in Table 1.**

Table No 3

Breakup cost of EMV Chip cum Magstripe Contact Debit Cards: (MasterCard, Visa or RuPay)

Sl. No.	Item/Service to be quoted on a per piece / quantity basis	Non-Photo Card (D)	Photo Card (E)
		Cost in (Rs.)	Cost in (Rs.)
<u>1</u>	Cost of Blank Card		
<u>2</u>	Personalization (Embossing/Flat printing) of Card		Not Applicable
<u>3</u>	Personalization (Embossing/Flat printing) of Card with scanning and printing of photo on card	Not Applicable	
<u>4</u>	Personalization of Welcome letter and Automated pasting of Cards on the welcome letter.		
<u>5</u>	Cost of Stationary for card KIT i.e. (viz. Welcome letter, Pouch, up to one A4 sheet User Guide, Window Envelope, Plastic Envelope etc.)		
<u>6</u>	Stationary for Blank PIN Mailer and related stationary		
<u>7</u>	Packing and dispatch of Cards as per annexure VII.		
<u>8</u>	Packing & dispatch of PIN mailers as per details in Annexure VII		
<u>9</u>	Packing & dispatch of Welcome kit as per details in Annexure VII		
<u>10</u>	Other Ancillary Services (Maintenance of record, Providing MIS as per requirement of Bank, handling returned Cards/ PINs, address label printing, report printing etc)		
<u>11</u>	Total Cost (in rupees)		

- Total cost of Non-Photo and Photo cards to be mentioned against row no. 11 in Table 3 above should be same as mentioned against Column "B" of Item no. 3 and 4 respectively in Table 1.

Table 4**Magstripe Only Card**

Sl. No.	Item/Service to be quoted on a per piece / quantity basis	Magstripe Only Card Non-Photo (K)
		Cost in (Rs.)
1	Cost of Blank Card	
2	Personalization (Embossing/Flat printing) of Card	
3	Personalization (Embossing/Flat printing) of Card with scanning and printing of photo on card	Not Applicable
4	Personalization of Welcome letter and Automated pasting of Cards on the welcome letter.	
5	Cost of Stationary for card KIT i.e. (viz. Welcome letter, Pouch, up to one A4 sheet User Guide, Window Envelope, Plastic Envelope etc.)	
6	Stationary for Blank PIN Mailer and related stationary	
7	Packing and dispatch of Cards as per annexure VII.	
8	Packing & dispatch of PIN mailers as per details in Annexure VII	
9	Packing & dispatch of Welcome kit as per details in Annexure VII	
10	Other Ancillary Services (Maintenance of record, Providing MIS as per requirement of Bank, handling returned Cards/ PINs, address label printing, report printing etc)	
11	Total Cost (in rupees)	

- **Total cost of Non-Photo cards to be mentioned against row no. 11 in Table 4 above should be same as mentioned against Column "B" of Item no. 5 in Table 1.**

Table 5**Proprietary EMV Chip cum Magstripe Stripe Contact Debit Cards**

Sl. No.	Item/Service to be quoted on a per piece / quantity basis	ATM EMV Chip cum Magnetic Stripe Debit Card (Proprietary Card) (F)
		Cost in (Rs.)
<u>1</u>	Cost of Blank Card	
<u>2</u>	Personalization (Embossing/Flat printing) of Card	
<u>3</u>	Personalization (Embossing/Flat printing) of Card with scanning and printing of photo on card	Not Applicable
<u>4</u>	Personalization of Welcome letter and Automated pasting of Cards on the welcome letter.	
<u>5</u>	Cost of Stationary for card KIT i.e. (viz. Welcome letter, Pouch, up to one A4 sheet User Guide, Window Envelope, Plastic Envelope etc.)	
<u>6</u>	Stationary for Blank PIN Mailer and related stationary	
<u>7</u>	Packing and dispatch of Cards as per annexure VII.	
<u>8</u>	Packing & dispatch of PIN mailers as per details in Annexure VII	
<u>9</u>	Packing & dispatch of Welcome kit as per details in Annexure VII	
<u>10</u>	Other Ancillary Services (Maintenance of record, Providing MIS as per requirement of Bank, handling returned Cards/ PINs, address label printing, report printing etc)	
<u>11</u>	Total Cost	

- Total cost mentioned against row no. 11 in Table 5 above should be same as mentioned against Column "B" of Item no. 6 in Table 1.

Table 6**MasterCard/VISA/RuPay EMV Chip Cum Magstripe Image Debit Cards**

Sl. No.	Item/Service to be quoted on a per piece / quantity basis	Image card (J)	Cost in (Rs.)
<u>1</u>	Cost of blank card		
<u>2</u>	Personalization (Embossing/Flat printing) of Card with scanning and printing of photo on card, Image given by the Bank)		
<u>3</u>	Personalization of Welcome letter and Automated pasting of Cards on the welcome letter.		
<u>4</u>	Cost of Stationary for card KIT i.e. (viz. Welcome letter, Pouch, up to one A4 sheet User Guide, Window Envelope, Plastic Envelope etc.)		
<u>5</u>	Stationary for Blank PIN Mailer and related stationary		
<u>6</u>	Packing and dispatch of Cards as per annexure VII.		
<u>7</u>	Packing & dispatch of PIN mailers as per details in Annexure VII		
<u>8</u>	Packing & dispatch of Welcome kit as per details in Annexure VII		
<u>9</u>	Other Ancillary Services (Maintenance of record, Providing MIS as per requirement of Bank, handling returned Cards/ PINs, address label printing, report printing etc)		
<u>10</u>	Grand Total		

- Total cost of Image Cards to be mentioned against row no. 10 in Table 6 above should be same as mentioned against Column "B" of Item no. 7 n Table 1.

Note

- i. L1 bidder(s) will be decided on the basis of least of Total Cost (TCO) of various variants of Debit Cards as mentioned under Column "C" against Serial No 8 of the above Table 1 derived after conducting reverse auction or negotiation only on single TCO value. Final item wise price shall be arrived by reducing equivalent multiples of decrement value (as per the total reduction) of that item from the item's opening/base price.
- ii. In addition to the specified insertions for Debit card Kit in the RFP, additional two insertions would not be chargeable.
- iii. The Bank may also call for a supply of Bilingual cards.
- iv. The cost of manpower for all the activities specified may be taken into account while quoting for the same. No separate payment shall be made towards cost of manpower.
- v. Quoted price of all items shall be inclusive of all taxes, statutory levy, charges etc. except Goods & Services Tax (GST) at applicable rates (On actual basis) shall be paid by the bank on the production of relevant documents.
- vi. Cost of dispatch / postage shall be reimbursed by the bank as per actuals
- vii. The above mentioned rates can be negotiated on a case to case basis where the number of card to be supplied for a particular variety is less than 25000.

Optional Items (Not applicable for calculation of L1 price)**(A) For Small quantity of any other variants of MasterCard/VISA/RuPay Cards (EMV Chip cum Magnetic Stripe Cards) between 500 to up to 25000 cards: Table 7**

Sl. No.	Item/Service to be quoted on a per piece / quantity basis	Non photo Cards (A)	Photo cards (B)
1	Cost of a Blank card		

(B) For packing & dispatch of PINs, Passwords & Welcome Kit: Table 8

Sl. No.	Item Description	Item Name	Price in rupees
1	Supply Packing and Dispatch of Duplicate PIN for Cards and other related services as per the procedure defined in annexure VII	Supply of PIN Mailer and other stationary	
		Packing & Dispatch of PIN Mailers as per procedure defined in annexure VII	
		Other Services (Maintenance of record, Providing MIS as per requirement of Bank, handling returned PINs, address label printing, report printing)	
2	Packing & Dispatch of Passwords for Internet Banking and Mobile Banking and other related services as per procedure defined at annexure VII	Packing & Dispatch of Passwords as per procedure defined in annexure VII	
		Other Services (Maintenance of record, Providing MIS as per requirement of Bank, handling returned Passwords)	
3	Packing & Dispatch of Welcome Kit	As per Annexure VII (D)	
		Other Services (Maintenance of record, Providing MIS as per requirement of Bank, handling returned Packets)	

(C) Other types of cards / Tags/Wearable:

Table 9

Sl. No.	Type of cards	Item/Service to be quoted on a per piece / quantity basis	Per card / Unit Rate (A)
1	Hybrid Card (For Transit applications like Metro Cards)	Cost of a Blank card	
2	NFC Tags	Cost of a NFC Tag	
3	Contactless Wearable - Pouch	Cost of a Wearable - Pouch	
4	Contactless Wearable – Card Holder	Cost of a Wearable – Card Holder	
5	Contactless Wearable - Purse	Cost of a Wearable - Purse	
6	Contactless Wearable - Slider	Cost of a Wearable - Slider	
7	Contactless Wearable - Keeper	Cost of a Wearable - Keeper	
8	Contactless Wearable - Watch	Cost of a Wearable - Watch	
9	Dynamic CVV Cards,	Cost of a Blank card	
10	Smart Premier metal Cards	Cost of a Blank card	
11	Smart Crystal – Clear Plastic with IR Blocking cards	Cost of a Blank card	
12	Smart Touch – Varnish Cards	Cost of a Blank card	
13	Smart Reflect Cards	Cost of a Blank card	
14	NFC Protector Pouch	Cost of a Pouch	
15	Biometric Card (Storing Biometric on Card itself)	Cost of Biometric Card	

(D) Additional Brochure/Booklet

Table 10

Sl. No.	Item Description	Item Size	Price in Rupees
1	Brochure / Booklet	Size: Length 220mm x 285mm width Paper: 120 GSM Art Paper Printing: 4 colour back to back printing , 2 Folds	

The rates quoted under optional items may be negotiated by the bank with the successful bidders. For the purpose of negotiation, the Bank may consider the lowest price quoted for the respective items out of the commercial bids submitted by the eligible bidders and prices of such items prevalent elsewhere in the industry.

Accepted

Signature & Seal of Bidder

STATIONERY ITEMS & SPECIFICATIONS: Common for All Types of Cards

Sr. No	Description
S1	Welcome Letter One Page Welcome Letter with four colors printing (BILINGUAL) Card Carrier Size: 297mm length x 210mm width (A4). Paper: 90 GSM Maplitho Printing: Both sides 4 color printing
S2	Card Pouch Size: Length 90 mm Width 60 mm Paper: 170 gsm art glass paper Should be Antistatic coated to safe the card surface from scratches. Printing: 4 color printing on Front Finishing: Mat lamination on front
S3	User Manual Size: Length 220mm x 285mm width Paper: 120 GSM Art Paper Printing: 4 colour back to back printing , 2 Folds
S4	Window Envelope:- Size: Length 275 mm x 105mm width Window Size: Length 120mm x 50 mm width. Paper: 120 GSM Maplitho paper, Multicolour Printing, Window Pasting & Envelope Pasting. (Ballarpur / Andhra White Maplitho) Lamination: Both side Glossy Lamination
S5a	Plastic Envelopes Envelopes manufactured of 200 Gage LDP, size 10 * 4.5 inches with two color printing with gumming
S5b	Paper envelope Pre Printed laminated brown envelope of 250 GSM, size 12 * 6 Inches.
S6	Plastic Bags Plastic Bag manufactured with 250 Gage thickness, HM quality, size 19.5 * 17 inches and size 15.5 * 12 inches, Pre Printed in two colours with gumming.
S7	Gunny Bags Pre Printed Gunny Bags having size 35 * 24 inches of good quality.
S8a	Small Window Envelopes Envelopes manufactured of 95 GSM HB Maplitho size 7.5*4.5 inches having window of 2*4 inches duly printed (inside as well as outside) in three colors with gumming.
S8b	Business Reply envelope Envelopes manufactured of 95 GSM HB Maplitho size 7.5*4.5 inches duly printed (inside as well as outside) in three colors with gumming.
S9a	Tape Pre-printed cello tape 1.5 inch wide.
S9b	Brown Tape Brown Cello Tape 2 inch wide.
S10	A4 Paper Required for printing of Card and PIN Dispatch Reports. Should be of good quality

S11	PIN Mailer			
	4*11 inches in triplicate in continuous format with pocket holes on both sides and perforated Cream Wove paper of A Grade mill is to be used & shrink packing of 1000 each and three packets in one corrugated box.			
	Printing specifications of PIN Mailer:			
	Leaf	Front Printing	Back Printing	Paper
	Remarks			
First Leaf	3 color	Black Carbon Ink	50 GSM	Clipped with 2 nd and 3 rd leaf
Second Leaf	3 color	Black Carbon Ink	60 GSM	Sealed & Glued from all side with 3 rd leaf
Third Leaf	Single Color	3 color	80 GSM	Sealed & Glued from all side with 2 nd leaf
S12	RBI Guidelines Sticker (Enhancing Card Security)		Open Size- 100 MM * 90 MM, Paper 90 GSM Art, 4 Color Printing, Varnish and Strip Gumming	

Note – (1) The above stationery items need to be duly pre-approved by the Bank.

(2) Specification of the stationary items may be modified only by the bank at its discretion. In that case such modification would be communicated to the bidder in writing.

Accepted

Signature & Seal of the Bidder

PROCEDURE FOR PACKING OF CARDS, PINS & OTHER ACTIVITIES

(A) Process and Steps to be undertaken for Packing of Cards (to be carried out at bidder's premises)

To ensure their safety, the cards are first required to be packed in a Window envelope, which should then be sealed in a transparent plastic envelope.

The process of dispatch of cards along with its insertions is as under:

1. Folding of the designated Welcome Letter (S1) for that card, on which the card has already been pasted through an automated process and pasting of RBI Security sticker (S12) on Card/Welcome Letter.
2. Stuffing of the folded Welcome Letter with Card, Pouch (S2), User Guide (S3) and any other material provide / designated by the Bank in the window envelope (S4).
3. Sealing the envelope (S4) prepared under Step 2 with a plastic tape (S9a) and further stuffing of this envelope in a covering plastic envelope (S5a) and sealing of the same with plastic tape.
4. Printing Branch-wise Card Reports (S10) in duplicate.
5. Packing the envelopes prepared as per Step 3 in large plastic bags (S6) along with card reports as per bank's requirement / specification. Normally up to 100 cards would be packed in such large plastic bags.
6. In case where a larger no. of Cards, are required to be packed together, the packets prepared under Step 3 / 5 would be further packed in gunny bags (S7) for final dispatch.

(B) Steps for Packing of PINs (to be carried out at Bank's premises)

1. Printing of PIN Mailer (S11) – **to be done by Bank.** However the stationery for the same would be provided by the bidder.
2. Printing of Branch-wise PIN Dispatch Reports (S10) in duplicate showing card numbers and other details.
3. Packing the PIN mailers in large plastic bags / paper envelopes (S6 / S5b) along with PIN Dispatch Reports.

(C) Procedure for Packing of duplicate PINs for ATM / Debit / Prepaid Cards(to be carried out at Bank's premises)

- 1) Printing of PIN Mailer (S11) – to be done by Bank. However the stationery for the same would be provided by the bidder.
- 2) Printing of Branch-wise PIN Dispatch Reports (S10) in duplicate showing card numbers and other details.
- 3) Packing the PIN mailers in large plastic bags / paper envelopes (S6 / S5b) along with PIN Dispatch Reports.

(D) Procedure for packing of Welcome Kit. (All stationery item to be supplied by bank and packing to be carried out at Bank's premises)

1. Matching and packing of debit card kit and Pin-mailer.
2. Pasting Labels on the Big and Small Envelopes.
3. Packing of debit card with pin and cheque book to the small envelope after matching the same with the label pasted with the small envelopes.
4. Packing of small envelopes, welcome letter and promotional material in the big envelope. After ensuring the account pasted in the big envelope matched with labels in the small envelope.
5. Maintain proper quality check before sealing of the envelopes.
6. Final packing of big envelopes to the Gunny bags and making dispatch ready packet to the branches.
7. Mentioning addresses of the branch in the gunny bags and handed over to the courier/Speed post.

(E) Stationery Involved (To be provided by the bank)

1. Big Yellow Envelope containing a smaller white envelope, Promotional materials for the customer, Welcome letter.
2. Small Envelope containing the Debit card with Pin mailer and Personalized Cheque Book.

Note: The above process may be changed as and when required by the Bank which shall be communicated as and when required.

Accepted

Signature & Seal of the Bidder

Technical Evaluation Chart for Debit card Management System

Sl. No.	Parameters	Response of Bidder	Maximum Marks	Marks Obtained
1	Number of Scheduled Commercial Banks in India for which Banking NCMC/EMV Chip cards have been supplied, personalized and issued by the bidder directly to the Banks during last 1 year (calendar year 2021) (with at least 10,00,000 cards per Bank / Scheme approved service providers during calendar year 2021) (5 marks for each bank with a maximum of 30 marks)	Number of Banks with full details and documentary evidence to be provided	30	
2	Number of years of experience in Supply, Processing and Personalization of Debit Cards to the scheduled commercial banks in India on the date of submission of bids (at least 10,00,000 debit cards in each year of experience) (4 marks for each year of experience with a maximum of 20 marks)	Full details and documentary evidence to be provided	20	
3	Supply/personalized NCMC/EMV chip based banking cards (Visa/MasterCard/RuPay) for Banks in India during the last one year (calendar year 2021). (More than 1 Crore cards = 20 Marks, between 75 lakh to less than 1 Crore 15 points and between 50 lakh to 75 lakh = 10 marks), less than 50 lakh = no marks	Documentary evidence to be furnished.	20	
4	Financial strengths of the bidders: Turnover (during last financial year 2019-20) of the bidder from card business in India: 10 marks to be given to the bidder with maximum turnover and marks to be allocated to other bidders in inverse proportion to the maximum marks	Documentary evidence to be furnished	10	
5	Marks to be allocated based on the feedback of Bank's officials after site visit to the bidder's facilities		20	
	Total		100	

Note: Commercial Bids of only those bidders who are found to be eligible under the Technical Evaluation shall be opened.

Note: If at any point of time it is found that the information provided under any part of the RFP is wrong / incorrect, the Bank reserves the right to terminate the contract immediately and also appropriate the amount under the EMD provided by the bidder.

Accepted

Signature & Seal of the Bidder

Technical Specifications for Debit Cards**EMV Chip cum Magnetic Stripe Debit Cards****Magnetic Stripe**

- i) HICO: 2750 Oersted
- ii) ISO Standard for Encoding & location of Track1, 2, 3
- iii) ISO / IEC 7813

White Plastic Standard - ISO / IEC 7810 – ID1**EMV Chip Contact Debit Card**

- i. Compliant to ISO/IEC 7816 Standards
- ii. Physical Card ID1 Format
- iii. Card - PVC Material with 800 micron thickness
- iv. Free User Memory : 8K FLASH
- v. Authentication method : DDA /CDA
- vi. Global Platform 2.1.1/ MULTOS 4.3
- vii. JAVA Card 2.2.2/MULTOS 4.3
- viii. Communication Protocol : T=0 , T=1
- ix. Certified Payment schemes :
- x. MasterCard - M/Chip 4 Multi-App T=0 & T=1
- xi. Visa – VSDC2.8.1f1 T=0
- xii. Rupay - DPAS v1.1 T=0
- xiii. Minimum 8 bit CPU
- xiv. Secure Hardware Crypto Coprocessor
- xv. RSA /ECC, 3DES (with 2 unique keys)/3KTDES
- xvi. Write Endurance 300 000 cycles
- xvii. Data Retention >10 years
- xviii. Unique ID for each chip
- xix. Support for EMV financial applications

Dual Interface Card (Contact + Contactless)

- i. Compliant to ISO/IEC 7816 Standards
- ii. Physical Card ID1 Format
- iii. Card - PVC Material with 800 micron thickness
- iv. Free User Memory : 16K
- v. Authentication method : DDA /CDA
- vi. Global Platform 2.1.1/MULTOS 4.3
- vii. JAVA Card 2.2.2 / MULTOS 4.3

- viii. Compliance to ISO 14443
- ix. Communication Protocol : T=0 , T=1 , CL Type A , CL Type B ,
- x. Certified Payment schemes :
 - 1. MasterCard M/Chip Advance 1.2.3, Type A
 - 2. VISA VSDC 2.8.1g1, Type A
 - 3. RuPay - NA
- xi. Minimum 8 bit CPU
- xii. Secure Hardware Crypto Coprocessor
- xiii. RSA /ECC, 3DES (with 2 unique keys)/3KTDES
- xiv. Write Endurance 300 000 cycles
- xv. Data Retention >10 years
- xvi. Unique ID for each chip
- xvii. Support for EMV financial applications

NFC Tags/Contactless Wearables:

- i. NFC Tags should be compatible with payment and multi-applications
- ii. Tags should be compliant to ISO 14443 standard
- iii. Tags should be certified with Paywave (Visa), PayPass (Master Card)
- iv. Reading distance according to EMV Co contactless requirements
- v. Stickers:
 - a. Smaller form factor with size of 48x25mm centered on ID1 card support
 - b. Efficient adhesive
 - c. Should be compatible with all major handsets
- vi. Keyrings/Wristbands:
 - a. 27x23mm FOB form factor on ID card support

Hybrid (Contact + Contactless)

Contact EMV:

- i. Compliant to ISO/IEC 7816 Standards
- ii. Physical Card ID1 Format
- iii. Card - PVC Material with 800 micron thickness
- iv. Free User Memory : 8K FLASH
- v. Authentication method : DDA /CDA
- vi. Global Platform 2.1.1
- vii. JAVA Card 2.2.2/ MULTOS 4.3
- viii. Communication Protocol : T=0 , T=1
- ix. Certified Payment schemes :
 - MasterCard - M/Chip 4 Multi-App T=0 & T=1
 - Visa – VSDC2.8.1f1 T=0
 - Rupay - DPAS v1.1 T=0
- x. Minimum 8 bit CPU
- xi. Secure Hardware Crypto Coprocessor
- xii. RSA /ECC, 3DES (with 2 unique keys)/3KTDES
- xiii. Write Endurance 300 000 cycles
- xiv. Data Retention >10 years
- xv. Unique ID for each chip

- xvi. Support for EMV financial applications

Metal Card:

- i. Compliant to ISO/IEC 7816 Standards
- ii. Physical Card ID1 Format
- iii. Compliant to Banking EMV Standards
- iv. Stainless Steel with 810-micron thickness for Metal card
- v. Contact Plates as per ISO 7816-2 Standards

Contactless DES Fire EV1:

Contactless cards are to be supplied as per the standard interface and compliance with MasterCard, VISA and RuPay standards. Contactless cards are required to be of EMV Chip standards. The manufacturers to guarantee against the failure.

- i. ISO/IEC 7816 compatibility
- ii. RF Interface: ISO/IEC 14443 Type A
- iii. Operating frequency: 13.56 MHz
- iv. Operating Distance: up to 100 mm
- v. Bit-wise anti collision
- vi. 7 bytes unique identifier, cascaded
- vii. Memory – 4K
- viii. Data retention of 10 years
- ix. Write endurance typical 500 000 cycles
- x. Common Criteria Certification: EAL4+ (Hardware and Software)
- xi. Data encryption on RF-channel
- xii. Authentication on application level
- xiii. Self-securing file system
- xiv. Transaction oriented automatic anti-tear mechanism

Date:

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

This is to certify that <company's name> has supplied various types of debit cards as per below:

S. No	Name of Bank	Monthly Average of No. of Debit Cards supplied	Calendar Year	Total Quantity of NCMC Debit Cards Supplied in the year	Total Quantity of EMV Debit Cards Supplied in the year	Remarks/ Reason for late delivery/poor performance, if any

The services provided by the <company name> to the Bank during the last one year immediately preceding the date of submission of the bids have been satisfactory/not satisfactory.

Regards

Name:

Designation

Bank

(Seal/ Stamp)

Note: The above certificate should be signed by a Bank Official with a rank of Chief Manager or above.

Undertaking

**Dy. General Manager
Punjab National Bank,
Digital Banking Division,
Head Office, Plot No -5,
Sector -32, Institutional Area,
Gurugram, Haryana - 122001**

Sir,

Reg: Our bid for Supply Processing & Personalization of Debit Cards

With reference to the bid being quoted by us vide this tender.

- a. We hereby undertake to provide the total support for complete system as per the scope of work mentioned in clause no. 3.
- b. We hereby undertake that, we or any of its associates have not been blacklisted by any PSU Bank during the last three years and we have not been cautioned / reprimanded / blacklisted or have our contract revoked / terminated by any concern under contract for supply of cards, or by any regulatory or statutory body or any PSU Bank or RBI or the Indian Banks Association (IBA) etc.
- c. We hereby undertake that, we are not under a declaration of ineligibility for corrupt and fraudulent practices/ blacklist issued by the Govt. of India / State Governments / Regulatory Agencies.

Date: _____

Place: _____

Yours faithfully,

Signature of Authorized Signatory

Designation

Seal of Company

PRE- BID QUERY FORMAT

Sr. No	Page No.	Clause No.	Clause	Query	Bank's Response

Punjab National Bank Only

Pre Contract Integrity Pact

Punjab National Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970 (Act no V of 1970) and having its Head Office at Plot no. 4, Sector 10, Dwarka, New Delhi 110075, hereinafter referred to as "The Principal", which expression shall mean and include unless the context otherwise requires, its successors in office and assigns of the First Part.

And

M/s. _____ having its registered office at _____ hereinafter referred to as "The Bidder/Contractor", expression shall mean and include unless the context otherwise requires, successors and permitted assigns of the Second part.

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

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

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced person.

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

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

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

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

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposal and business details, including information contained or transmitted electronically.

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

e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose an any and all payment made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

Section-3 Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the existing provisions of GFR, 2017, PC Act, 1988 and other Financial Rules/Guidelines etc.

Section 4- Compensation for Damages

(1). If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to earnest Money Deposit/Bid Security.

(2). If the Principal has terminated the contract according to Section 3, or the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5- Previous transgression

(1) The Bidder declares that no previous transgression occurred in the last three years immediate before signing of this integrity pact with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprises or central/state government department in India that could justify his exclusion from the tender process.

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

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

(1) In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP.

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

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

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

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

Section 8- Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor Shri. Raj Kumar Singh (I.R.S. Retd) (email ID: mrrajksingh@gmail.com, mrrajksingh@yahoo.com) (Mob no. 8141488880) & Dr Sarat Kumar Acharya (Ex CMD, NLC India Ltd), (email ID: sarat777@rediffmail.com) (Mob no. 9442118060) for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under the agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would be provided access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/ records/ information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Managing Director and CEO, Punjab National Bank.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractor.

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

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the MD & CEO, Punjab National Bank within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

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

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

Section 09- Pact Duration

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

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

Section 10- Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the "Place of award of work".
- (2) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of to the extant law in force relating to any civil or criminal proceedings.
- (3) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (4) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (5) Should one or several provisions of this agreement turn out to be valid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (6) Issues like warranty/Guarantee etc. shall be outside the purview of IEMs.
- (7) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place.....

Date.....

Witness 1:

Witness 2:

(Name & Address)

(Name & Address)

Performa for the Bank Guarantee for Earnest Money Deposit

(To be stamped in accordance with stamp act) Ref: Bank Guarantee # Date Punjab National Bank Information Technology Division 5, Sansad Marg New Delhi 110001 Dear Sir, In accordance with your bid reference no. _____ Dated _____ M/s _____ having its registered office at _____ herein after Called „bidder“) wish to participate in the said bid for “SUPPLY, PROCESSING AND PERSONALIZATION OF NCMC/EMV DEBIT & PREPAID/ADMIN CARDS” at Punjab National Bank, Digital Banking Division, West Wing, 3rd Floor, Plot No 4, Dwarka Sector 10 New Delhi – 110075 (Head Office).

An irrevocable Financial Bank Guarantee (issued by a nationalized / scheduled commercial Bank) against Earnest Money Deposit amounting to (**) Rupees (in words _____) valid up to (*) is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the bid document. M/s _____ having its registered office at _____ has undertaken in pursuance of their offer to Punjab National bank (hereinafter called as the beneficiary) dated _____ has expressed its intention to participate in the said bid and in terms thereof has approached us and requested us _____ (Name of Bank) _____ (Address of Bank) to issue an irrevocable financial Bank Guarantee against Earnest Money Deposit (EMD) amounting to (**)Rupees (in words _____) valid up to (*). We, the _____ (Name of Bank) _____ (Address of Bank) having our Head office at _____ therefore Guarantee and undertake to pay immediately on first written demand by Punjab National Bank, the amount (**)Rupees (in words _____) without any reservation, protest, demur and recourse in case the bidder fails to Comply with any condition of the bid or any violation against the terms of the bid, Without the beneficiary needing to prove or demonstrate reasons for its such demand. Any Such demand made by said beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

This guarantee shall be irrevocable and shall remain valid up to (*). If any further extension of this Guarantee is required, the same shall be extended to such required period on receiving instructions in writing, from Punjab National Bank, on whose behalf guarantee is issued. "Not withstanding anything contained herein above Our liability under this bank guarantee shall not exceed (**) Rupees (in words _____). This bank guarantee shall be valid up to (*). We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand, on or before (*) before 14.30 hours (Indian Standard Time) where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us." In witness whereof the Bank, through its authorized officer has set its hand stamped on this _____ Day of _____ 2015 at _____ **Name of signatory Designation Bank Common Seal (*)** – The period of validity should be six months from the date of submission.

This Confidentiality–cum-Nondisclosure Agreement (herein after referred to as ‘Agreement’) is entered into at _____ on this _____ day of _____ 2015, between

XXXXXXXXXXXXXXXXXXXXX., a company registered under meaning of Companies Act, 1956 , having its Registered Office at # XX, XXXXXXXX XXXXXXXXXXXX, (herein after called ‘Service Provider’);

and

Punjab National Bank, a Body Corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at Plot No 4, Dwarka Sector 10 New Delhi – 110075 and inter-alia, its Digital Banking Division at West Wing, 3rd Floor, Plot No 4, Dwarka Sector 10 ,New Delhi – 110075 (herein after referred to as ‘PNB’).

The Service Provider and PNB would be having discussions and negotiations concerning the establishment of and during continuance of a business relationship between them as per XXXXXXXX Agreement dated XXXXXXXX. In the course of such discussions and negotiations, it is anticipated that either party may disclose or deliver to the other party certain of its confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship. The parties have entered into this Agreement, in order to assure the confidentiality of such confidential and proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as the ‘Disclosing Party’ and will include its affiliates and subsidiaries, the party receiving such Proprietary Information is referred to as the ‘Recipient’, and will include its affiliates and subsidiaries.

1. **Proprietary Information:** As used in this Agreement, the term ‘Proprietary Information’ shall mean all confidential or Proprietary Information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such confidential or Proprietary Information is disclosed by the Disclosing Party to the Recipient. Notwithstanding the forgoing, information which is orally or visually disclosed to the recipient by the Disclosing Party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party, within 10 (ten) days after such disclosure, delivers to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.
2. **Confidentiality:**
 - a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far as may be required for the proper exercise of the Parties’ respective rights under this Agreement.

- b)** The term 'confidential information' shall include all written or oral information (including information received from third parties that the Disclosing Party is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential information shall also include, without limitation, software programs, technical data, methodologies, know-how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, customer information and business information of the Disclosing Party.

3. Non-Disclosure of Proprietary Information: For the period during the Agreement or its renewal, the Recipient will:

- (a) Use such Proprietary Information only for the purpose for which it was disclosed and without prior written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.
- (b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its confidential information of similar importance: and
- (c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those 3rd party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

Limit on Obligations: The obligations of the Recipient specified in clause 3 above shall not apply and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary Information:

- (a) is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient,
- (b) is in the Recipient's possession at the time of disclosure otherwise than as a result of the Recipient's breach of a legal obligation;
- (c) becomes known to the Recipient through disclosure by any other source, other than the Disclosing Party, having the legal right to disclose such Proprietary Information.
- (d) Is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or
- (e) Is required to be disclosed by the Recipient to comply with applicable laws or governmental regulation, provided that, where a minimum of (2) days' time is provided to the recipient by the relevant authority to make such disclosure, the recipient provides prior written notice of such disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

5. Return of Documents: The Recipient shall, upon the request of the Disclosing Party, in writing, return to the Disclosing Party all drawings, documents and other tangible

manifestations of Proprietary Information received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event it is not inclined to proceed further with the engagement, business discussions and negotiations, or in the event of termination of this Agreement, the Recipient party will promptly return to the other party or with the consent of the other party, destroy the Proprietary Information of the other party.

6. **Communications:** Written communications requesting or transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing) Term: The obligation pursuant to Clause 2 and 3 (Confidentiality and Non-Disclosure of Proprietary Information) will survive for 3 years from the date of disclosure.

Nothing herein contained shall be construed as a grant by implication, estoppel, or otherwise or a license by either party to the other to make, have made, use or sell any product using Proprietary Information or as a license under any patent, patent application, utility model, copyright for any other industrial or intellectual property right covering same.

7. **Damages:**

The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach, in addition to other remedies, which may be available, the party violating the terms of Agreement shall be liable for the entire loss and damages on account of such disclosure.

The Recipient shall defend and/or settle any third-party claims, suit or other legal proceeding against the Disclosing Party arising directly out unlawful disclosure of Proprietary Information by the Recipient under this Agreement, provided:

- a) the Disclosing Party promptly notified the Recipient of the claim in writing;
- b) cooperates with the Recipient in the defense or settlement of the claim; and
- c) grants control of the defense or settlement of the claim to the Recipient.

8. **Miscellaneous**

- a) This Agreement may not be modified, changed or discharged, in whole or in part, except by a further Agreement in writing signed by both the parties.
- b) This Agreement will be binding upon and ensure to the benefit of the parties hereto and it also includes their respective successors and assigns
- c) The Agreement shall be construed and interpreted in accordance with the laws prevailing in India.

In witness where of, the parties hereto have agreed, accepted and acknowledged and signed these presents, on the day, month and year mentioned here in above.

CERTIFICATE OF LOCAL CONTENT

<Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with Seal.>

**The Deputy General Manager
Digital Banking Division
Punjab National Bank,
Head Office, Plot No-5,
Sector – 32, Institutional Area,
Gurugram, Haryana - 122001**

Dear Sir,

Ref: RFP for Supply, Processing and Personalization of NCMC/EMV Debit & Prepaid/Admin Cards

This is to certify that proposed _____ <Product details> is having the local content of _____ % as defined in the above mentioned RFP.

This Certificate is submitted in reference to the public procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BEII) dated May 28, 2018.

Date: _____

Place: _____

Signature of Statutory/Cost Auditor

Registration Number:

Seal of Company:

Counter-Signed:

Bidder/Original Solution Provider

< Certified copy of board resolution for appointment of statutory/cost auditor should also be enclosed with the certificate of local content.>

Escalation Matrix (Bidder)

**The Deputy General Manager
Digital Banking Division
Punjab National Bank,
Head Office, Plot No-5,
Sector – 32, Institutional Area,
Gurugram, Haryana - 122001**

Sir

Reg.: RFP for Supply, Processing and Personalization of NCMC/EMV Debit & Prepaid/Admin Cards

We hereby submit the escalation matrix of our organization (M/s _____) for **Debit Card Supply, Processing, Personalization and Dispatch etc.** related issues as following: -

Sl. No.	Escalation Level	Name	Designation	Contact No.	Email ID
1.	Escalation Level 1				
2.	Escalation Level 2				
3.	Escalation Level 3				
4.	Escalation Level 4				
5.	Escalation Level 5				

Yours faithfully

Date:

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company

Checklist

Sl. No.	Particulars	Submitted (Yes/No)	Page No
1	Proof of RFP Cost		
2	Certificate of Incorporation		
3	Proof of EMD		
4	Power of Attorney		
5	Copy of Board Resolution		
6	Audited Balance Sheets & Profit & Loss Statements		
7	Minimum Pre-Qualification Criteria Of Bidders(Annexure-I)		
8	Bidder's Information(Annexure-II)		
9	Compliance Statement(Annexure-III)		
10	Performa For Performance Statement(Annexure-IV)		
11	Performa For Commercial Offer (Annexure-V)		
12	Stationery Items & Specifications(Annexure-VI)		
13	Procedure For Packing Of Cards, Pins & Other Activities(Annexure-VII)		
14	Technical Evaluation Chart For Debit Card Management System(Annexure-VIII)		
15	Technical Specifications For Debit Cards(Annexure-IX)		
16	Performance Certificate(Annexure-X)		
17	Undertaking(Annexure-XI)		
18	Pre- Bid Query Format Undertaking(Annexure-XII)		
19	Pre Contract Integrity Pact Undertaking(Annexure-XIII)		
20	Performa For The Bank Guarantee For Earnest Money Deposit Undertaking(Annexure-XIV)		
21	Confidentiality-cum-Nondisclosure Agreement Undertaking(Annexure-XV)		
22	Certificate Of Local Content (Annexure-XVI)		
23	Escalation Matrix (Bidder) (Annexure- XVII)		
24	Checklist (Annexure- XVIII)		
25	Signed Copy of RFP		
26	Signed Copy of Corrigendum , if any		

Note:

- a) All pages of the bid documents must be signed in full by authorized person.
- b) All pages of the bid documents should be numbered in serial order i.e. 1, 2, 3....
- c) Format for commercial bid to be submitted in e-procurement process only.
No hardcopy of the same be enclosed with the supporting documents.

Bank may ask for any other document on its discretion.