



Request for Proposal for Supply, Installation and Maintenance of Desktops and Peripherals

PUNJAB NATIONAL BANK

Information Technology Division

Head Office, 5, Sansad Marg,

New Delhi - 110 001

Tel: (011) - 23724596

Invitation for Request for Proposal (RFP)

PNB invites proposals from reputed manufacturers/authorized representatives for supply, installation, configuration and maintenance of Desktops & peripherals. All the documents and process related information are published on Bank's Websites.

Common Terms of Reference / Definition

ABBREVIATIONS

The long form of some abbreviations commonly used in the document is given below:

S No.	Abbreviations	Description / Full form
1.	AMC	Annual Maintenance Contract
2.	BFSI	Banking, Financial Services and Insurance
3.	BG	Bank Guarantee
4.	EMD	Earnest Money Deposit
5.	OEM	Original Equipment Manufacturer
6.	GST	Goods and Service Tax
7.	HO	Head Office
8.	LD	Liquidated Damage
9.	MSE	Micro and Small Enterprises
10.	DC	Data Center
11.	DR Site	Disaster Recovery Site
12.	LAN	Local Area Network
13.	PBG	Performance Bank Guarantee
14.	PO	Purchase Order
15.	PSU	Public Sector Undertaking
16.	RFP	Request For Proposal
17.	SLA	Service Level Agreement

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GENERAL TENDER DETAILS

RFP for Supply, Installation and Maintenance of Desktops and Peripherals		
1.	Date of commencement of Bidding Process.	17/10/2023
2.	Last date and time for sale of Bidding Documents	13/11/2023 up to 1600 Hrs
3.	Last date and time for receipt of queries from bidders for Clarifications	25/10/2023 up to 1700 Hrs
4.	Date of Pre-Bid Meeting	26/10/2023 at 1200 Hrs
5.	Last date and time for Online bid submission (both Technical & Commercial) (Hash submission)	13/11/2023 up to 1600 Hrs
6.	Last date and time for online bid Bid Re-Encryption	From 13/11/2023 1701 Hrs to 14/11/2023 1400 Hrs
7.	Time for submission of technical supporting document (Hard Copy)	From 13/11/2023 1701 Hrs to 14/11/2023 1400 Hrs
8.	Date and Time of Technical Bid Opening	14/11/2023 at 1600 Hrs
9.	Place of Submission of Bids	Asst. General Manager Punjab National Bank, IT Procurement Department, I.T. Division, HO: 5 Sansad Marg, New Delhi 110 001
10.	Place of opening of Bid	Punjab National Bank, Information Technology Division, 2nd floor, HO, 5 Sansad Marg, New Delhi – 110 001
11.	Address for communication	As above Tel:- 011-23724596 Fax:- (011) 23321305
12.	Cost of RFP	<p>Rs. 20,000/- + 18 % GST* (Non-refundable) should be submitted online only in favour of Punjab National Bank before last date of bid submission in the following account: IFSC Code: PUNB0015300 Bank & Branch: Punjab National Bank, Sansad Marg, New Delhi -110 001 Account No. 0153002200175673 (16 digits) Imprest account – HO IT Division</p> <p>*MSE bidder is exempted from payment of cost of RFP if bidder can furnish requisite proof subject to the satisfaction of Bank.</p> <p>Under MSE category, only manufacturers for goods and Service Providers for Services asked are eligible for exemption from EMD. Traders/ resellers are excluded from the purview of this Policy.</p>
13.	Earnest Money Deposit	Rs. 1.70 crores* should be submitted online or in the form of Bank Guarantee (BG) before

		<p>last date of bid submission in favour of Punjab National Bank, IT Division payable at New Delhi. BG should be valid up to 12 months from the date of submission of bid with claim period of another 12 months.</p> <p>IFSC Code: PUNB0015300</p> <p>Bank & Branch: Punjab National Bank, Sansad Marg, New Delhi -110001</p> <p>Account No. 0153002100572949 (16 digits)</p> <p>ITD E-Procurement EMD</p> <p>*MSE bidder is exempted from payment of Earnest Money Deposit if bidder can furnish requisite proof subject to the satisfaction of Bank.</p>
14.	Contact to Bidders	<p>Interested Bidders are requested to send the email to shrikar.sukant@pnb.co.in, tarun@pnb.co.in & arun.verma2@pnb.co.in containing following information, so that in case of any clarification, the same may be issued to them: (a)Name of Bidder, (b)Contact person, (c)Mailing address with Pin Code,(d)Telephone No., Fax No., Mobile No.(e) e-mail etc.</p>

NOTE

1. All the interested Bidders, who have not registered earlier with e-procurement site (<https://etender.pnbnet.in>), would have to register with our e-procurement site. Bidders to ensure to get themselves registered timely, at least two working days before the Hash submission date, to avoid last moment issues.
2. Bidders are advised to go through Bidders Manual available on <https://etender.pnbnet.in> for registration and submission of tenders. It should be ensured by the Bidder that after Bid submission the status should be "Bid Hash Prepared". Bidder will not be allowed to re-encrypt the Bid after last date and time of Online Bid submission is over if the status is not "Bid Hash Prepared".
3. Bidders are required to strictly submit their bids in electronic form using the e-procurement system at <https://etender.pnbnet.in> by using their digital certificates of class II and above (both encryption and signing). Bidders are advised to keep digital certificates (or tokens) ready at time of submission of bid. Use of Digital Certificate is mandatory for participation in e-tendering process. Bidders should ensure that Digital token has not expired or corrupted at the time of e-tendering process.
4. Bidders are advised to go through Bidders Manual for Browser settings and Java settings required for participation in the bid. Follow each & every step mentioned in Bidder Manual. If bidder still faces any problem, he/she should immediately contact Bank Helpdesk on telephone No. 011-23765468 or email us at eprocurement@pnb.co.in.

5. Bids received after closing of the bid in the e-procurement system will be auto-rejected by the system. Please note that HASH SUBMISSION and BID RE-ENCRYPTION are mandatory activities, failing which Bank will not accept the hard copy 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), Demo for Reverse Auction will be conducted a day before RA, if bidder requests for the same. Further, Demo for Reverse Auction will only be provided to bidders who have accepted the Base price (i.e. Terms & Conditions of the reverse auction).
9. If bidder is participating in the Reverse Auction, it is advised that Bidders place their bids well before time rather than waiting for auction end time to avoid any last-minute glitches (or any network issues or internet response issues etc.) occurring at Bidder's end. Bidders may keep refreshing auction page to ensure that they are connected to site (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).

1 PART – A – GENERAL TERMS AND CONDITIONS

1.1 Introduction

Punjab National Bank is one of the leading Nationalized Banks, headquartered in New Delhi. The Bank started its operations on 12th April 1895. Throughout the journey of more than 125 years of existence, the Bank has expanded its network across the country and marked its presence outside India and at present the Bank has more than 10,900 branches and 13500 ATMs (onsite and offsite) all over the country and various offices at Dubai, Bhutan, UK etc. The Bank has 22 Zonal Offices and 139 Circle offices controlling these branches/ ATMs besides specialized service branches, DC/DRS, training establishment and other offices. The Bank also has various Subsidiaries, Associates and Joint Ventures including 9 RRBs (Regional Rural Banks).

For further details, Bidder may visit Bank's website www.pnbindia.in

1.2 Language of the Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Bank shall be written in English.

1.3 Board Resolution Copy With Authorization Letter/ Power of Attorney

In case of company, a certified copy of the latest Board Resolution in favour of Authorized Person(s) with signature duly authorized by the Company Secretary/ Director along with validity of the authorization is to be submitted AND in case the authorized person delegates authority to another person of the company to sign the Bid documents, Power of Attorney preferably in original (from authorized person executed on stamp paper of appropriate value) with bid reference, showing that the signatory has been duly authorized to sign the bid documents, execute contract/agreements with the Bank on behalf of the company.

This is to be submitted for all the Bidder(s) and OEM(s) involved.

1.4 Performance Bank Guarantee

The successful bidder shall submit a performance Bank guarantee of 10% of the contract value. The PBG should have validity of at least 72 months with a claim period of additional 6 months. In case due to any reason, the validity of the PBG expires before the completion of the contract period, the same shall have to be extended by the Bidder with the same terms and conditions. In case Bank extends the contract, the PBG shall have to be extended till the period of extension with same terms and conditions.

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

- I. The successful bidder will have to submit Performance Bank Guarantee amounting to 10% of the contract value within one month of acceptance of purchase order & initially valid for a period of 72 months with claim period of another 6 months.
- II. The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than Punjab National Bank.
- III. The Performance Bank Guarantee will be furnished for due performance of the complete Solution/services.

- IV. The Performance Bank Guarantee shall act as a security deposit and either in case the Successful bidder is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.
- V. Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the Successful bidder is not able fulfil any or all material conditions specified in the Agreement or is unable to complete the project within the stipulated time.
- VI. In case successful bidder submits any false information or declaration letter during the tender process or period of contract, Bank shall invoke the EMD/ Performance Bank Guarantee submitted by the bidder to recover penalty/damages. In case successful bidder fails to perform the contract / to comply with the terms and condition of RFP, Bank shall invoke the Performance Bank Guarantee to recover penalty/damages.
- VII. In case the contract is getting extended, the successful bidder shall submit the Performance Bank Guarantee of same amount of that period of time with a validity of the extension period with 3 months claim period. The Successful bidder shall be responsible for extending the validity date and claim period of Performance Bank Guarantee as and when it is due on the account of non-completion of the project.
- VIII. No interest on PBG will be paid by Bank.

1.5 Bid Earnest Money

Bidder has to submit the Bid Earnest Money (EMD) (Registered MSE and Startup-India bidder is exempted from payment of Earnest Money Deposit if bidder can furnish requisite proof subject to the satisfaction of Bank), which should be submitted in the form of online deposit or Bank Guarantee (BG) favouring PUNJAB NATIONAL BANK, IT DIVISION New Delhi and filling all the details as per specified Annexure-10. The BG should have a validity of at least 6 months from the date of submission of the bid with claim period of another 3 months. The BG/ details of EMD should be submitted at the time of bid submission.

For seeking EMD exemption as MSE bidder, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be submitted along with the bid in respect of the offered product or service.

In case of unsuccessful bidder, EMD will be returned within 30 (thirty) days of notice of award of contract and no interest will be payable on EMD amount. The EMD will be returned to the successful bidder upon submission of Performance Bank Guarantee and no interest will be payable on EMD amount.

Details for online payment:

IFSC: PUNB0015300

Bank & Branch: Punjab National Bank, Sansad Marg, New Delhi -110001

Account No. 0153002100572949 (16 digits) ITD E-Procurement EMD

(Proof of the transaction to be submitted along with the bid documents).

1.6 Modification and /OR withdrawal of Bids

The bidder, after submitting the bid, is permitted to withdraw, substitute or modify the bids without forfeiture of Bid Security/ EMD, provided these are received, up to the last date and time of receipt of the tender. Any such request received after the prescribed last date and time of receipt of tenders shall not be considered. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity. Withdrawal of a bid during this period will result in forfeiture of the bidder's bid security (EMD) and other sanctions.

1.7 Contacting the Bank

Bidders are forbidden to contact Bank or its Consultants on any matter relating to this bid from the time of submission of commercial bid to the time the contract is awarded. Any effort on the part of the bidder to influence bid evaluation process, bid comparison or contract award decision may result in the rejection of the bid. Bank's decision will be final and without prejudice and will be binding on all parties.

1.8 Revelation of Prices

The prices in any form or by any reasons should not be disclosed in the technical or other parts of the bid except in the indicative commercial bid which is to be submitted online only through Bank's eProcurement portal. Failure to do so will make the bid liable to be rejected.

1.9 Terms and Conditions of the Bidding firms

The bidder must accept all terms and conditions of 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 Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank.

1.10 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.

1.11 Terms and Conditions

1.11.1 Bank's Right to Accept or Reject any Bid or all Bids.

The Bank reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for the Bank 's action. The Bank reserves the right to accept or reject any technology proposed by any bidder.

1.11.2 Opening of Bids

The Date, time and location of bid opening is as per the tender schedule. Any change in Date, time or location of bid opening will be communicated to the participating bidders through e-mail or through notification on Bank's website. The technical bids will be opened in the presence of representatives of the bidders who choose to attend. In the event of the specified

date of bid opening being declared a holiday for purchaser, the bids shall be opened at the specified time and place on next working day.

1.11.3 Clarification of Bids

To assist in the examination, evaluation and comparison of bids the Bank may, at its discretion, ask the bidder for clarification and response shall be submitted in writing, duly signed & stamped by the authorized signatory and no change in the price or substance of the bid shall be sought, offered or permitted. The clarification and response received from bidder will be subsequently part of bid submitted by that bidder.

1.11.4 Authentication of Erasures/ Overwriting etc.

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

1.11.5 Arithmetical errors

Arithmetical errors shall be rectified as follows:

- If there is any discrepancy in total amount and multiplication of unit rate and Multiplication factor, unit rates shall prevail and the total amount shall be recalculated on the basis of Unit rate and multiplication factor.
- If there is any discrepancy between words and figures, the amount in the words shall prevail.
- AMC/ATS amount, if asked for in specified range, and quoted under or beyond the specified range, would also be recalculated.

1.11.6 Bid Currency

Prices shall be expressed in Indian Rupees only.

1.11.7 Validity of Contract in Case of Amalgamation/Merger/Acquisition of The Bank

The contract shall remain valid in case of amalgamation/ merger/ acquisition of the Bank with any other entity or vice-verse. In case of change of name of the new entity, the SLA shall have to be signed with the new entity with the same rates, terms and conditions as per the existing contract. Bidder should provide support for the amalgamation/merger/ acquisition activity as desired by the bank, at no extra cost.

1.12 Additional Terms and Conditions

Following additional terms and conditions shall apply to the evaluation process:

1.12.1 Procurement through Local Suppliers (Make in India)

Procurement through Local Supplier (Preference to Make in India) will be done as per the "Public Procurement (Preference to Make in India) Order 2017 issued vide Department of Industrial Policy and Promotion (DIPP) Notification No. P-45021/2/2017-B.E-II dated 15.06.2017 and thereafter revised vide Notification No. P-45021/2/2017-PP (B.E-II) dated: 28.05.2018, No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 & No. P-45021/2/2017-PP(BE-II) dated 16.09.2020 and further revisions, if any. Please also refer to Notification No. F.No.33(1)/2017-IPHW dt:14.09.2017 for the list of Electronic Products that are notified under the Public Procurement (Preference to Make in India) Order 2017.

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

of the company or from a practicing cost accountant or chartered accountant giving the percentage of local content. Latest Govt. guidelines in this regard shall prevail.

The guidelines under PPP-MII order and subsequent revisions as mentioned above shall be applicable subject to bidder submitting with Class-I/Class-II local content certificate for the quoted product.

1.12.2 Purchase Preference to MSE

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. Purchase preference shall be applicable to all registered MSE as per Govt. of India guidelines.

1.12.3 Contacting Bank or Putting Outside Influence

Bidders are forbidden to contact Bank or its Consultants on any matter relating to this bid from the time of submission of commercial bid to the time the contract is awarded. Any effort on the part of the bidder to influence bid evaluation process, or contract award decision may result in the rejection of the bid.

1.12.4 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.

1.12.5 Land Border Clause

Any bidder (including their subcontractor, if any), OEM, OSD from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Applicable certificates shall have to be submitted for compliance.

1.12.6 Recognition of Prior Learning

For the onsite resources: - It is mandatory requirement of formally certified skilled workforce or commitment by the bidder's/ service providers to the effect that they would ensure that all their workers would be skilled through Recognition of Prior Learning (RPL) within two months from the date of commencement of work under the project, at the cost of the service provider/vendor.

1.12.7 Indemnity

- I. Successful bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the Successful bidder's obligations under (a) this Agreement for which the Bidder has assumed responsibilities including those imposed under any Agreement, (b) local or national law or laws, or (c) in respect to all salaries, wages or other compensation to all persons employed/hired/deployed/services utilised by the Successful bidder in connection with the performance/discharge of its obligations under this Agreement. The Successful 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 terms of this Agreement and to protect the Bank during the tenure of the Agreement.
- II. Where any patent, trademark, registered design, copyrights and/ or intellectual property rights vest in a third party, the Successful 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/licenses/services supplied/rendered by the Successful bidder under this Agreement or uses thereof, the Successful bidder agrees and undertakes to defend and / or to assist the Bank in defending, if Bank in its discretion so decides, at the Successful bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank.
- III. Successful bidder further agrees that it shall, at its own expense, defend or cause to be defended or, at its option, settle any claim or action ("Claim") brought against the Bank by a third party alleging that the use of the Licensed Material by the Bank infringes any Intellectual Property Rights of that third party. Subject to the other conditions of this section, Successful bidder shall pay any compromise, settlement or judgment entered against the Bank with respect to any Claim and fully indemnify the Bank in respect of all costs and expenses relating to the Claim provided that the Bank notifies Successful bidder in writing of the Claim immediately on becoming aware of it.
- IV. No settlement of claim shall be deemed to be an admission of any liability by the Bank for the infringement alleged.
- V. If any Licensed Material becomes the subject of any Claim or if a court judgment is made that any Licensed Material does infringe, or if the use of licensing of any part of any Licensed Material is restricted, Vendor at its option and expense shall:
 - a. Obtain for the Bank the right to continue to use the Licensed Material.
 - b. Replace or modify the Licensed Material so that it becomes non-infringing.
 - c. If none of the above (a) or (b) is possible, return the entire consideration received from the Bank for the Licensed Material on a pro rata portion basis.
- VI. The terms of this clause shall survive the termination of this Agreement.

1.12.8 Indemnification Process:

Bank shall notify the Bidder/ Vendor in writing as soon as practicable when the Bank becomes aware of the claim and cooperates with the Bidder/ Vendor in the defence and settlement of the claims.

The Bidder/Vendor shall have sole control of the defence and all related settlement/negotiations, and Bank will provide the Bidder/ Vendor with the assistance, information and authority reasonably necessary to perform the above. However, where Bank is required under law or otherwise answer the claims/charges/imputations made against it, Bank shall have the right to enter defence/defend its interest by means available in law, at its sole discretion. Indemnity would cover damages, loss or liabilities suffered by the Banks arising out of claims made by regulatory authorities for reasons attributable to breach of obligations under the above stated Request for Proposal (RFP) and/or this SLA and subsequent agreement, if any by the Bidder/ Vendor.

In the event of Bidder/ Vendor does not fulfil its obligations under this clause (that is, to comply with the indemnification process) within the period specified in the indemnification notice issued by Bank, Bank has the right to recover the amounts due to it under this provision from any amount payable to the Bidder/ Vendor under this project.

The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this Agreement.

1.12.9 IP Infringement Indemnity:

The Bidder shall indemnify the Bank against all third-party claims of infringement of trademark, copyright or industrial design rights, etc. (excepting any third party's patent) arising from use of the Deliverables/ Services, or any part thereof in India as contemplated by this Agreement, provided always that Bank's use of such Services and Deliverables is in compliance with the Agreement and applicable laws. If Bank's compliant use of the Services or Deliverables infringes any third party IPR, Bank's sole remedy (other than this indemnity) is for Bidder, at Bidder's option, to either: (i) procure Bank's continued full use of the Deliverable as contemplated by the Agreement; (ii) substitute the infringing Deliverable; or (iii) modify the Deliverable so that they become non-infringing. This remedy will not apply if Bank is using any modified version of a Deliverable that was not approved by Bidder; if Bank uses Deliverables for a purpose other than that contemplated by the Agreement or if Bank uses a Deliverable in a manner not compliant with the Agreement. Bank will use all reasonable endeavours to mitigate its Losses, arising out of any third party IPR claim.

Bidder further agrees that it shall, at its own expense, defend or cause to be defended or, at its option, settle any claim or action ("Claim") brought against the Bank by a third party alleging that the use of the Deliverable by the Bank infringes any Intellectual Property Rights of that third party. Subject to the other conditions of this section or section 6 above, Bidder shall pay any compromise, settlement or judgment entered against the Bank with respect to any Claim and fully indemnify the Bank in respect of all costs and expenses relating to the Claim provided that the Bank notifies Bidder in writing of the Claim immediately on becoming aware of it.

1.12.10 Incidental Services

The successful bidder shall be required to provide all the following services, including additional service, if any relating to:

- I. Performance or supervision of on-site assembly and /or start-up of the goods/ services.
- II. furnishing of detailed operations, SOP and maintenance manual for each unit of the goods/ services:
- III. Training of the Bank's personnel on-site, start-up, maintenance, and / or repair of goods/ services; if applicable, without any additional cost to the Bank.

1.12.11 Patent Rights

The supplier 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.

- I. The supplier shall, at their own expense, defend and indemnify the Bank against all third-party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.
- II. The supplier shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible including all expenses and court and legal fees.
- III. The Bank will give notice to the Supplier of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.
- IV. The Supplier shall grant to the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use software (and other software items) provided by the supplier, including-all inventions, designs and marks embodied therein in perpetuity.

1.12.12 Disputes Resolution / Arbitration

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of this Agreement or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996, the matter may be referred to a sole arbitrator nominated by the Bank and the award made in pursuance thereof shall be binding on the parties. The venue of the arbitration shall be Delhi. The Arbitrator/Arbitrators shall give a reasoned award. Any challenge / dispute including appeal to the arbitral award shall be subject to the exclusive jurisdiction of courts at Delhi. VENDOR shall continue work under the Agreement during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the approval of bank in writing that the events are such where work cannot possibly be continued or until the decision to the contrary of the arbitrator or the umpire, as the case may be, has been obtained by Vendor. 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 Vendor which may also be

adjusted by the Bank from the Performance Bank Guarantee, being treated as default so that the business of the Bank is not disrupted.

1.12.13 Non-Solicitation

The Vendor shall not hire employees of the Bank or solicit or accept solicitation (either directly, indirectly, or through a third party) from employees or ex-employees of the Bank directly involved in this Agreement, during the term of this Agreement and one (1) year thereafter, except as the parties may agree on a case-by-case basis.

The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the contract to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party.

However, nothing contained herein shall restrict the Bank to engage any personnel/employee of Vendor, if the engagement is through open channel/competitive route in pursuance of Bank's hiring policies or direction of Government Authorities and does not include only the personnel/employees of Vendor.

1.12.14 Termination of Contract

1. Bank shall have the right to terminate the Agreement, at any time during the Agreement period, after giving 30 day's advance notice including 15 days cure period to the VENDOR for reasons, including but not limited to the following:

- a. Non-capable resources or non-initiation of services within 7 days of order Agreement;
- b. Delay in execution of order placed by the Bank
- c. Discrepancies / deviations in the agreed processes and/or products;
- d. Failure of vendor to complete implementation of appliance within the time as specified in the RFP/under this Agreement;
- e. Violation of terms & conditions stipulated in the RFP to the extent not inconsistent with the terms and conditions laid out in present Agreement;
- f. Change in Bank Policy;
- g. Unsatisfactory services/poor quality of product/services;
- h. The Bank may terminate the Agreement in case of breach of any of the representation and warranties as mentioned in this Agreement or in case of breach of any of the terms and condition as set forth in the Agreement.

2. Notwithstanding anything contained in this Agreement, Bank shall be at the liberty to terminate this Agreement at any time by sending a 30 days -notice period to the Vendor without bearing any consequences.

3. Immediately upon the date of expiry or Termination of this Agreement, Bank shall have no further obligation to pay any amount for any periods commencing on or after such date.

4. In the event of Termination on account of failure of the Vendor to perform the obligations under this Agreement, the Bank shall have the right to invoke the Performance Bank Guarantee(s)/Security(s) given by the Vendor.

5. In case of termination due to reasons attributable to the Vendor as decided by the Bank, Bank reserves the right to allot the remaining work to another Vendor of its choice on such terms and conditions as it may deem fit. Any financial liability including costs, charges, expenses which the bank incurs on this account, shall be payable by the Vendor.

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

7. Upon expiry / Termination of the Agreement, Vendor shall be responsible to provide a smooth transition plan including all efforts for transfer/assignment of service contracts for uninterrupted continuation of services contemplated under this Agreement.

1.12.15 Privacy & Security Safeguards

The Bidder shall not publish or disclose to third parties in any manner, without the Banks' prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location. The Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control the assigned user (such as being reassigned, removed for repair, replaced, or upgraded). The Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Banks' prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location.

1.12.16 Business Continuity Plan

The bidder shall ensure to have effective business continuity and disaster recovery plan. The bidder shall develop and establish a robust framework for documenting, maintaining and periodic testing of business continuity and recovery procedures and shall maintain a record of the same as per applicable law.

1.12.17 Data Protection

Bidder will process Bank's personal data on Bank's behalf as part of the Services, bidder shall comply with the Information Technology Act, 2000 and shall comply with all applicable privacy and data protection provisions and applicable laws / future laws. Further, it must be ensured that due care be taken while collecting and dealing with sensitive personal data or information.

Any Web portal used by the bidder to procure Bank Data will be secured to avoid hacking, infusion of virus, unauthorized copying, tampering, etc. and all sort of security required as per applicable law & practices to be adopted and implemented by the bidder.

1.12.18 Conflict of Interest

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Bank's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a. they have controlling partner (s) in common; or
- b. they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c. they have the same legal representative/agent for purposes of this bid; or
- d. they have relationship with each other, directly or through common third parties, which puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e. Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
- f. Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.

1.12.19 Use of Name/Logo of the Bank

Vendor shall not use for publicity, promotion, or otherwise, any logo, name, trade name, service mark, or trademark or any simulation, abbreviation, or adaptation of the same of the Punjab National Bank or any of its affiliate, or the name of any Bank's employee or agent, without bank's prior, written, express consent. The Bank may withhold such consent, in case so granted by it, in its absolute discretion. Violation thereof shall constitute a material breach of the terms of this RFP and shall entitle the bank to take appropriate actions as available to it in law and this document.

1.12.20 Entire Agreement

This Agreement contains the entire Agreement and understandings by and between the Parties with respect to the covenants herein described, and no representations, promises, Agreements or understandings, written or oral, not herein contained shall be of any force or effect.

1.12.21 Non-Exclusivity

Notwithstanding anything contained in the present document, 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 contract.

1.12.22 Notices and Other Communications

If a notice has to be sent to either of the Parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email/fax), addressed to the other Party at the addresses, email and fax number given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within five (05) working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy

of a Consultation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided herein.

1.12.23 Audit

All records with respect to any matters covered under this RFP/SLA shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The said records are subject to examination. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

Bank can conduct any third-party inspection/audit for any phase of the contract and successful bidder must take all necessary changes as mentioned by the results of these audit. Bank will incur the cost of appointment of a third-party audit and successful bidder must ensure that findings of the audit are successfully closed by successful bidder within mutually agreed timelines.

Vendor shall allow the bank, its authorized personnel, its auditors (internal and external) and/or other statutory authorities an unrestricted right to inspect and audit the operations and records directly related to the services. The Cost and Accounting records will be out of the scope for the purpose of audit conducted by the Bank. If Vendor is outsourcing any portion of the above activity, it will be the responsibility of Vendor to ensure that authorities/officials as mentioned above are allowed access to places, systems, processes, records (except Cost and Accounting records) etc. of activity for inspection or verification.

Vendor shall keep complete and accurate records of all the operations in connection with the activities, per relevant best practices in the industry. All books, records (except Cost and accounting records) and information relevant to services shall be preserved in isolation and presented to the Bank or its designees for inspections as and when demanded.

Vendor recognizes the right of Government of India (GOI), Reserve Bank of India (RBI) and / or any regulatory authority to cause an inspection to be made of Vendor/Service Provider and its books and accounts by one or more of its officers or employees or other designated person. One week's prior intimation shall be shared with Vendor, regarding the audit so as to notify the Bank of any potential conflict of interest. Except in cases of regulatory or statutory audit, the Bank shall not exercise right to audit more than twice in a financial year.

Outsourcing agreement shall also include clause to recognize the right of the Reserve Bank to cause an inspection to be made of a service provider of a bank and its books and account by one or more of its officers or employees or other persons.

The outsourcing agreement shall provide for the preservation of documents and data by the service provider in accordance with the legal/regulatory obligation of the bank in this regard.

1.12.24 Survival

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

1.12.25 Severability

The clauses of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision (or part thereof) of this Agreement shall in no way affect the validity or enforceability of any other provision (or remaining part thereof).

1.12.26 Amendment

This Agreement may not be altered or modified except by a written Agreement or addendum signed by authorized representatives of the Parties.

1.12.27 Intellectual Property Rights

- a. The Vendor claims and represents that it has obtained all the appropriate rights to provide the Deliverables upon the terms and conditions contained in this contract. The Bank agrees and acknowledges that save as expressly provided in this agreement, all Intellectual Property Rights in relation to the Software, Services and Documentation and any adaptations, translations and derivative works thereof, whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Vendor during, in connection with or in relation to fulfilling its obligations under this contract belong to and shall remain a property of the Vendor or its licensor.
- b. The Bank under this Agreement shall be granted a license to use the Software. During the term of this project and, if applicable, during the Reverse Transition Period, Bank grants Vendor a right to use at no cost or charge the Software licensed to the Bank, solely for the purpose of providing the Services.
- c. The Vendor shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Software used by Vendor in performing its obligations under this Project.
- d. If a third party's claim endangers or disrupts the Bank's use of the Software, the Vendor shall at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this contract and the license agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product.

1.12.28 Confidential Information

- I. Except as required by law, the parties shall ensure that all the confidential information-business or otherwise as disclosed by one party to other/s during negotiation/implementation/execution of this Agreement or which may in any manner by any of its officers comes into the other party's knowledge or possession or control, shall not be used for any purposes other than those required or permitted by this Agreement and shall remain confidential and shall not be disclosed to any other party (including a subcontractor) except insofar as may be required for the proper implementation of this Agreement or permitted by other party expressly in writing.

- II. For the purposes of this Agreement, information relating to the Bank's business, of its customers/employees, business systems, business processes, policies, internal notes, third party correspondences and documents shared in confidence or in respect of which no express permission has been obtained from Recipient by Disclosing Party, supplier lists or any other information having potential bearing on its business, trade, standing or reputation, information affecting employee's or an office bearer's right to privacy or proprietary information as defined hereinafter shall be deemed to be confidential information. For the purposes of this clause, Proprietary Information shall include, but not be limited to, domain names, trade secrets- whether or not protected under any patent or copy right or other intellectual property laws- whether contained on computer hard disks or floppy diskettes or otherwise available in any oral, scripted or photographic or electronic form- without any limitation whatsoever, copyrights, business ideas, techniques, know-how, inventions (whether patentable or not), any other information of any type relating to designs, configurations, information concerning technical or financial aspects, intellectual property rights, documentation, policies, board notes, circulars, letters including correspondences received or exchanged via electronic or web-based mediums in confidence, recorded data, schematics, layouts, source code, master works, master databases, algorithms, flow charts, formulae, works of authorship, mechanisms, research, manufacture, improvements, assembly, installation, the information concerning the Parties' actual or anticipated business, research or development, or the information which is received in confidence by the disclosing party to the Recipient. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.
- III. Notwithstanding the foregoing, any information which orally or visually or in writing is disclosed to the recipient by the Disclosing Party shall be deemed to be Confidential Information, if the disclosing party, within 10 (ten) days after such disclosure, sends 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.
- IV. Vendor agrees to regard and preserve as confidential all information related to the business and other activities of the Bank, its customers, suppliers and other entities with whom Bank is presently or in future may enter into business, as may be obtained by Vendor or may be developed as a result of this Agreement. Vendor agrees to hold such information in trust and complete confidence for Bank and not to disclose such information to any person, firm or enterprise or use (directly or indirectly) any such information for its own benefit or the benefit of any other party, unless expressly authorized by Bank in writing, and further agrees to limit access to and disclosure of such confidential information to Vendor's employees on a strictly "need to know" basis only and who have signed or are bound by confidentiality agreements/undertakings at least as stringent as those contained herein. Vendor shall not without the consent of Bank make use of any document or reproduce in any way the information which it may come to know or have, except for the purpose of performance of this Agreement.

- V. The Vendor agrees to protect the confidential information of the Bank with the same standard of care and procedures used by it to protect its own confidential Information. Without limitation of the foregoing, the Vendor shall use reasonable efforts to advise the Bank immediately in the event Vendor 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 Agreement and shall reasonably cooperate in seeking injunctive relieve against any such person.
- VI. That if the Vendor hires another person to assist it in the performance of its obligations under the terms of this Agreement, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Agreement to another person in any manner, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Vendor is bound to maintain the confidentiality.
- VII. Even if a Vendor's employee leaves the job or his services are terminated/expires, the Vendor shall ensure that he does not share any confidential information of the Bank with third parties nor uses such it to derive unauthorised profits out of it. Vendor shall continue to be responsible for any such act of its ex-employee and agrees to indemnify the Bank against any loss suffered by Bank due to disclosure of confidential information in such circumstances.
- VIII. Bank acknowledges that it considers the Vendor related material information including software product(s), trade secrets, documentations and electronic or non-electronic communication made in confidence, to be confidential and, agrees that unless Bank has obtained Vendor's written consent, Bank shall keep such materials confidential and prevent their disclosure to any person other than employees, representatives of Vendor or any other person it reasonably believes to be authorised by Vendor to receive such information, to whom it shall be disclosed only for purposes specifically related to Vendor's permitted use of the Products/as necessary for the purposes of this agreement.
- IX. An Information shall not be considered confidential to the extent and only to the extent, such information is:
- already known to the receiving party free of any restriction at the time it is obtained from the other party.
 - subsequently learned from an independent third party free of any restriction and without breach of this Agreement.
 - is or becomes publicly available through no wrongful act of the other party.
 - is independently developed by one party without reference to any Confidential information of the other.
 - is required to be disclosed pursuant to a requirement of a governmental agency or law so long as the parties provide each other with timely written prior notice of such requirement.

- X. The obligation contained in this clause shall survive after the termination of this Agreement. Confidentiality of customer information shall be maintained and survive even after the Agreement expires or terminated.
- XI. The infraction of confidentiality terms shall constitute material breach of the Agreement, and the Bank shall be entitled to take appropriate actions as available in law or under this Agreement against the Vendor as the case may be. VENDOR agrees to indemnify PNB against any loss suffered by PNB due to breach of confidential terms as mentioned hereinabove.

1.12.29 Non-Disclosure Agreement

By virtue of Contract, as and when it is entered into between the Bank and the vendor, and its implementation thereof, the vendor may have access to the confidential information and data of the Bank and its customers. The vendor will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data including but not limited to the following: -

- I. That the vendor will treat the confidential information as confidential and shall not disclose to any third party. The vendor will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.
- II. That the vendor will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the vendor will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the vendor shall use full efforts to advise the Bank immediately in the event that the vendor 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 vendor and will cooperate in all manner in seeking injunctive relieve against any such person.
- III. That if the vendor 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 Vendor is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.
- IV. That the vendor will strictly maintain the secrecy of Bank's data.
- V. The Bank shall provide access to its premises to the authorized personnel of the vendor to carry out the work related to installation etc. which is required to perform its obligation to bank. In accessing Bank's premises, the vendor shall however comply with any and all rules, regulations, policies and procedures relating to the access, entry, safety and security to discharge their obligation as per the terms and condition of the agreement.

- VI. Even if any employee of the vendor leaves the job or his services are terminated/expires, the vendor shall ensure that Banks confidential information is not shared with any third party nor Banks confidential information is used to derive unauthorized profits out of it. Vendor shall continue to be responsible for any such act of its ex-employee and agrees to indemnify the Bank against any loss suffered by Bank due to disclosure of confidential information in such circumstances.
- VII. The obligation contained in this clause shall survive even after the termination of this Agreement. Confidentiality of customer information shall be maintained and survive even after the Agreement expires or terminated.
- VIII. The infraction of confidentiality terms shall constitute material breach of the Agreement, and the bank shall be entitled to take appropriate actions as available in law or under this Agreement against the Vendor as the case may be. Vendor agrees to indemnify the Bank against any loss suffered by Bank due to breach of confidential terms as mentioned hereinabove.

1.12.30 Cancellation of Purchase Order

After issuance of purchase order to the successful bidder, Bank reserves the right to cancel the purchase order without giving any notice, for following reasons –

- I. Non submission of acceptance of order by the bidder within seven (07) working days of placement of Purchase Order.
- II. Non submission of performance Bank guarantee within stipulated time as specified in the RFP.
- III. Non signing of contract within the time specified by Bank.
- IV. Non submission of any report/undertaking/document/compliance which was due within one month from the date of Purchase Order.

1.12.31 Force Majeure

Notwithstanding anything contained in this Agreement, the vendor shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Agreement is the result of an event of force majeure. For purposes of this clause, "force majeure" means an event beyond the control of the vendor and not involving the vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, war or revolution and epidemics. If a force majeure event arises, the vendor shall notify within 30 days the Bank in writing, the vendor shall continue to perform its obligation under the Agreement to the extent possible mitigate the consequences of the force majeure event and make all necessary alternative arrangements to perform their obligations and accordingly shall seek all alternative means of performance not prevented by the force majeure event.

Provided further that in case of delay of Services, which shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the Agreement and the Bank shall have the right to terminate this Agreement without giving any further notice to the Vendor. Bank reserves the right to assign the work to other Vendor without any consequences and claims.

1.12.32 Not Acceptance/ Non-Execution of Order

In case the bidder shortlisted through this RFP process (hereinafter called “successful bidder”) refuses to accept / execute the order, Bank may invoke the PBG/EMD and terminate the PO and Contract. Bank also reserves the right to blacklist/debar the said successful bidder in such eventuality without giving any notice thereof in this regard for a period of further three years from the date of blacklisting/debarment.

1.12.33 Liquidated Damages

The Bidder should adhere to laws of the land and rules, regulations and guidelines issued by the various regulatory, statutory and Government authorities as required from time to time during the course of the contract.

Notwithstanding Bank’s right to terminate the order, penalty as defined in this RFP document shall be applicable. The Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by Bank to the Bidder. Such penalties will be based on the timelines stated by the Bidder during the presentation to the bank.

If the Bidder fails to complete the due performance of the contract in accordance with the terms and conditions, the Bank reserves the right either to terminate the contract or to accept performance already made by the Bidder after imposing Penalty on Bidder. Penalty will be calculated on per week basis and on the same Rate as applicable to Liquidated Damages.

In case of termination of contract, the Bank reserves the right to recover an amount equal to 10% of the Contract value as Liquidated Damages for non-performance.

Both Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently. The penalty is for delay of performance and not for termination, whereas the liquidated damages are applicable only on event of termination on default.

Penalty and Liquidated Damages are not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the Bidder to prove that the delay is attributable to the Bank and Force Majeure. The Bidder shall submit the proof authenticated by the Bidder and Bank’s official that the delay is attributed to the Bank and/or Force Majeure along with the bills requesting payment.

The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.

If any act or failure by the Bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions, to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

If the Bidder fails to complete the due performance of the contract in document, the Bank reserves the right either to terminate the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated damages for non-performance. SLA/RFP violation will attract penalties.

1.12.34 Limitation of Liability

Vendor’s aggregate liability under the Agreement shall be limited to a maximum of the Agreement value. For the purposes of this clause, Agreement value at any given point of

time, means the aggregate value of the purchase orders, paid by Bank to the Vendor that gives rise to claim, under this Agreement. In the following circumstances limitation of liability shall not apply and the Vendor shall be liable for amount of cost, damages, compensation, penalty etc. suffered by the Bank: -

- a. Liability of Vendor for third party claims for IP Infringement.
- b. Liability of Vendor (including third party claims) in case of bodily injury (including Death).
- c. Liability of Vendor (including third party claims) in case of damage to real property and tangible property caused by the Vendors' gross negligence.
- d. Liability of the Vendor in case of gross negligence or wilful misconduct attributable to the Vendor while providing services under this Agreement.
- e. Liability of the Vendor in case of fraudulent acts or wilful misrepresentation attributable to the Vendor regarding the services provided under this Agreement.
- f. Breach of the confidentiality.
- g. Employment liabilities for vendor's staff relating to the period of their employment within contractual period while working with Bank.
- h. Any liability/penalty/cost/compensation/charges etc. that cannot be capped or is excluded as a matter of applicable laws and imposed by the statutory authority/ government bodies/ court/tribunals etc. in relation to this Agreement, owing to the fault of the Vendor.
- i. Any other breach caused due to the non-performance of the obligations of the Vendor under the Agreement.

This clause shall not apply to any law, judicial/ quasi-judicial determination or Government's directions to the contrary, and to the maximum extent permitted by law, the Vendor shall be liable to Bank for any consequential/ incidental, or indirect damages arising out of this agreement.

2 Bidding Document

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

2.1 Late Bid

Any bid received by the Bank after the deadline for submission of bid will not be accepted.

2.2 Pre-Bid Meeting & Pre-Bid Queries

Bidders/OEMs are required to submit pre-bid queries, before the date of pre bid meeting. Queries are to be submitted by sending the same on Bank's email IDs as mentioned in the RFP document. Bidders are also required to bring hard copy of the same queries on their letter head, duly signed and stamped by their authorized signatory on the date of pre bid meeting. Bidders are required to submit the pre-bid queries in the following formal in excel file only:

Sr. No.	RFP Page No.	RFP Clause Name & No.	RFP Clause	Bidder's Query/Suggestion/Remarks

Bidders/OEMs interested to attend the pre-Bid meet should send their authorization letter from their competent authority (hardcopy/email) to attend the pre-bid meeting clearly stating the name, designation and contact number. **Only those Bidders/ OEMs whose queries and authorization letter have been received at least one working day prior to the Pre-Bid meeting date may attend the pre-bid interaction.**

All Bidders should carry their ID card issued by their company. Only two persons per bidder shall be allowed to attend the Pre-Bid meeting. No person shall be allowed to attend the Pre-Bid meeting without Proper Authorization letter from their Company and without their Official ID Cards issued by their company. (Any other ID proof such as PAN, DL or AADHAAR card will not be accepted).

Bidders are required to go through the RFP and any subsequent Corrigendum/clarifications meticulously and submit their queries timely to avoid any last minute issues.

After publishing replies of pre bid queries/Corrigendum, bidders will be allowed seven days from the date of publishing of replies of pre bid queries/Corrigendum to raise any relevant query to the Bank. No further queries may be entertained from bidders by the Bank.

2.3 Submission of Bid

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). All the interested bidders should register themselves in the e procurement system <https://etender.pnbnet.in> for submitting the bids online, if they have not done earlier. The RFP document and further corrigendum, if any can also be downloaded from Bank's websites www.pnbindia.in & <https://etender.pnbnet.in>. Bids received after closing of the bid in the e-procurement system are summarily rejected without any reason. **The commercial bid should be submitted online only.**

All the Annexures and bid documents are to be uploaded in pdf format during the online bid submission and the same along with technical supporting documents should be submitted manually before the final date & time of bid submission at the following address:

The Assistant General Manager
Punjab National Bank,
IT Procurement Department,
I.T. Division, HO: 5 Sansad Marg,
New Delhi 110 001

The hard copy of the technical bid to be submitted should contain all the required annexures in original. Bidder to ensure submission of bid strictly as per the requirement of the RFP. **Kindly do not submit any extra documents/certificate which are not required.** 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.

2.4 Consideration of Abnormally Low Bids

An Abnormally Low Bid is one in which the Bid price appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Bank may in such cases seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid documents. If, after evaluating the price analyses, Bank determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Bank may reject the Bid/Proposal.

2.5 Acceptance of order (order placement)

Orders will be placed by the Bank. The successful bidder shall have to accept and acknowledge orders within 7 working days from the date of order placement. Bank has a right to cancel the order and forfeit the entire EMD amount if the same is not accepted within a period of 7 working days from the date of order.

2.6 Taxes and Duties

The rates quoted in Performa for Indicative Commercial offer should be inclusive of all taxes & duties except GST. However, GST shall be paid to the bidder on actual basis at the rate applicable. The rate of applicable GST should be informed and charged separately in the invoice generated for supply of the product. TDS as applicable will be deducted from the payments.

It will be the responsibility of the Vendor to provide clarifications/particulars/ documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc. at its cost.

Tax deduction at Source - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall be within its right to affect such deductions from the payment due to Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve Vendor from his responsibility to pay any tax that may be levied on income and profits made by Vendor in respect of this contract.

2.7 Information Security

The successful Bidder upon selection will comply with all the present and future provisions of the Information Security Policy/Guidelines of RBI, Respective Govt. Agencies and the Bank and provide such regulatory requirements at no additional cost to Bank during and after the contract period. The Solution may be audited by RBI/any other Regulatory Authority and any observation pointed out by these bodies have to be complied by the successful bidder within the timelines stipulated by the regulatory agencies, without any additional cost to the Bank. The offered solution shall be subjected to Bank's audit through off-site and on-site scrutiny at any time during the contract period. The auditors may be internal/ external. The successful

bidder should provide solution and implementation for all the audit points raised by Bank's internal/external team during the contract period, within the stipulated timelines, without any extra cost.

Any financial loss to the Bank, because of security breach, Negligence or any reason attributable to the Vendor will be recovered from the successful bidder.

2.8 Signing of Pre-Contract Integrity Pact

The bidder should submit Executed Integrity Pact along with the technical bid in Original. The Integrity Pact must be executed on Non-Judicial stamp paper as per State applicable value and must be signed by the party(ies) in presence of two witnesses. IP should cover all phases of the contract, i.e. from the stage of Notice Inviting Tender (NIT)/Pre-bid stage till the conclusion of the contract, i.e. the final payment or the duration of warranty/guarantee. The Performa of Integrity Pact is as per Annexure-9.

The bids of the bidders who do not sign the Integrity Pact will not be evaluated further.

2.9 No Right to Set Off

In case the Bidder has any other business relationship with the Bank, no right of set-off, counterclaim and cross-claim and or otherwise will be available under this empanelment to the Bidder for any payment's receivable under and in accordance with that business.

2.10 Publicity

Any publicity/ public announcement relating to the Agreement, work to be carried out in Bank towards this project, Services or Deliverables is strictly prohibited. Neither Deliverables nor reference to either Party may be included or made in any prospectus, proxy statement, offering memorandum or similar document or materials prepared for public distribution. No information of any nature related to this project shall be disclosed to any third party unless otherwise necessary prior permission has been taken from other Party.

2.11 Compliance with Laws

The Parties will comply with all laws and regulations applicable to their respective businesses including without limitation, all privacy, database, copyright, trademark, patent, trade secret, Labor Laws, Anti-Bribery Laws and all other applicable laws.

2.12 Use of Contract Documents and Information

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

2.13 Contract Between Bank and Shortlisted Bidder/TSP (Technical Service Provider)

The shortlisted bidder/TSP shall be required to execute SLA (Service Level Agreement) and NDA (Non-Disclosure Agreement) with the Bank.

2.14 Principal to Principal Relationship

- I. Nothing in this Contract constitutes any fiduciary relationship between the Bank and Bidder's Team or any relationship of employer - employee, principal and agent,

master-servant relationship or partnership or joint venture, between Punjab National Bank and Bidder. The relationship is on principal-to-principal basis.

- II. No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of the Agreement.
- III. Punjab National Bank have no obligation to the Bidder, except as agreed under the terms of the Agreement.
- IV. All employees/personnel/ representatives/agents etc., engaged by the Bidder for performing its obligations under the Contract/PO shall be in sole employment of the Bidder and the Bidder shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall Punjab National Bank be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury /death / termination) of any nature to the employees/personnel/representatives/agent etc. of the bidder.
- V. The Bidder shall disclose to Punjab National Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or its team/agents/representatives/personnel etc.) in the course of performing the Services as soon as practical after it becomes aware of that conflict.
- VI. The Bidder shall not make or permit to be made a public announcement or media release about any aspect of the Contract unless Punjab National Bank first gives the Bidder its prior written consent.
- VII. Bidder would comply with the statutory obligations and Labour Regulations/ Rules in this regard so far as applicable The Bidder shall be responsible for payments of all statutory dues with respect to each of its personnel/employees engaged by it to render service under this Agreement with respect to each applicable Labour law, including, the Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Payment of Bonus Act, 1965, the Employees' State Insurance Act, 1948, the Payment of Gratuity Act, 1972, the Maternity Benefit Act, 1961, the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, Contract Labour. (Regulation and Abolition) Act, 1970 etc. or any other applicable future laws. No dues/contributions under any labour legislations, as applicable, remain payable with respect to his personnel/employees. The Bidder will have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to personnel/employees of under applicable labour legislations.

2.15 Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this Agreement or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this Agreement, all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

2.16 Adherence to the Cyber Security Policy

- I. Bidders are liable for meeting the security standards or desired security aspects of all the ICT (Information and Communication Technology) resources as per Bank's IT/Information Security / Cyber Security Policy. The IT /Information Security/ Cyber Security Policy may be shared with successful bidder. Bidders should ensure Data Security and protection of facilities/application managed by them.
- II. The Bidder should be aware about Bank's IT/IS/Cyber security policy and have to maintain the secrecy & confidentiality of the Bank's data including process performed at the Bank premises.
- III. Bidder has to agree and provide undertaking not to disclose any Bank information and will maintain confidentiality of Bank information as per policy of the Bank and will sign "Non-Disclosure Agreement" document provided by Bank.
- IV. The legal and regulatory requirements, including data protection, intellectual property rights, copy right, all the relevant regulations for sub-contracting; including the controls that need to be implemented shall be included in the supplier agreement also.
- V. All information /resources (online/in-person) of the vendors and its partners shall be made accessible to Reserve Bank of India as and when sought.
- VI. Credentials of vendor/third party personnel accessing and managing the bank's critical assets shall be maintained and shall be in accordance with Bank's policy.
- VII. The Bank will evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/outsourcing activities and bidder shall ensure to support baseline system security configuration standards. The Bank will also conduct effective due diligence, oversight and management of third-party vendor's/service providers & partners.
- VIII. Vendor criticality assessment shall be conducted for all partners & vendors. Appropriate management and assurance on security risks in outsourcing and partner arrangements shall be ensured.

2.17 Option Clause (Variation of Quantities at the Time of Award & During Contract Period)

The Bank reserves the right to increase/decrease the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2.18 Cost of Bidding

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

3 PART – B – BID SPECIFIC CLAUSES

The purpose of this RFP is to invite technically complete and commercially competitive proposals from reputed manufacturers/authorized representatives for supply, installation, configuration and maintenance of Desktops & peripherals, in its offices spread all across the country as per requirements mentioned in the RFP.

This invitation of Bids is open to all Original Equipment Manufacturers (OEMs) of the products offered or its authorized representative in India, provided bidder fulfil the minimum qualification criteria as mentioned in bid document. In case of authorized representative, a letter of authorization to this effect from OEM must be furnished. **Joint bid will not be accepted by Bank.**

Bank will enter into a Rate Contract for a period of **01 (one) year**.

The estimated tentative requirement of items to be procured through the rate contract is as under:

Sl. No.	Items Description	Tentative Requirement for 1 Year
1	Desktop (CPU excluding Monitor) with Intel i3 processor	7600
2	Desktop (CPU excluding Monitor) with AMD processor (AMD® Ryzen 3)	7600
3	Desktop (CPU excluding Monitor) with Intel i5 processor	600
4	Desktop (CPU excluding Monitor) with AMD processor (AMD® Ryzen 5)	600
5	All in one Desktop (Non-Touch Screen)	550
6	Monitor (21.5 inch screen)	14000
7	High speed Printers	100
8	Line Matrix Printer-500 lines per minute	50
9	Laser Printer under LAN Environment - Color	100
10	Pass Book Printers (390 cps)	2300
11	Laser Printer under LAN Environment-Black & White, with duplex printing (Category 1)	1200
12	Laser Printer under LAN Environment-Black & White, with duplex printing (Category 2)	500
13	Multi-Function Laser Printer (Copy, Scan, Print etc.)	2700

14	High Speed Scanners(25 ppm, A4, ADF)	1000
15	High Speed Scanners(25 ppm, A4, ADF+ Flatbed)	400
16	Resident engineer(per Man Month cost)	NA
17	High speed Printers Cartridge	200
18	Line Matrix Printer-500 lines/min Cartridge	200
19	Laser Printer under LAN Environment – Color Cartridge	200
20	Pass Book Printers (390 cps) Cartridge	200
21	Laser Printer under LAN Environment- Black & White, with duplex printing Cartridge	200
22	Multi-Function Laser Printer (Copy, Scan, Print etc.) Cartridge	200
23	High Speed Scanners(25 ppm, A4, ADF) Ribbon	200
24	High Speed Scanners(25 ppm, A4, ADF+Flatbed) Ribbon	200

The above requirements are only indicative and may vary as per actual needs.

Bidder should also ensure that all regulatory requirements as on date and any other systemic changes or new requirements necessitated out of Ministry/other regulatory bodies or other requirements of the Bank between the date of the RFP as well as rollout are made available from day 1.

In addition to the requirement for PNB, the selected bidder may also be required to supply, if required, the equipment/AMC to Bank's subsidiaries, its sponsored RRBs and any of its existing or future subsidiaries/entities or in case of merger with any other organization at the same rate and same terms and conditions.

3.1 Scope of Work

The Scope of Work includes the following components: -

- i. To supply, commission, install, test, configure and maintain the PCs and peripherals, which are approved by the Bank, at various offices of the Bank. Configuration will include IP Setting, browser settings for CBS, migration of data from old PC to new PC and configuration of add on devices such as printers, scanners etc. The successful bidder will also coordinate with Bank officials and provide the necessary assistance for successful installation, integration and functioning of application at HO/ZO/CO.
- ii. The successful bidder will enter into a rate contract with the Bank for supply of various hardware items as per models and specifications approved by the Bank. The rates will be valid for a period of ONE YEAR from the date of agreement signed with the Bank, if not revised earlier. Bank at its own discretion may extend the contract for a further period of 2 terms of 6 months each or part thereof (i.e. maximum extension of One year), at the same rate and same terms & conditions, provided services of the bidder is satisfactory. During the contract period, the successful bidder has to pass on the benefit of discount / reduction in prices / Govt. duties prospectively, if any, to the Bank. In case of failure, Bank reserves the right to terminate the rate contract after giving a notice period of 30 days.
- iii. Quoted make should not be end of sale by OEM within the rate contract period & OEM support for the quoted model must be available for the period of agreement. In case OEMs declare the model as End of Sale within the contract period or End of Support during the period of agreement, the successful bidder shall be responsible to arrange the replacement of equivalent or higher configurations component in consultation with the OEM or continue to support till the period of contract without any extra cost to the Bank.
- iv. The Bank reserves the right to shift the equipment to a suitable location depending upon the need, within the same building. The successful bidder will arrange to shift the equipment, install and commission the same at the shifted location. Bank will bear charges for shifting, insurance etc., if equipment is shifted to a different location/building.
- v. All the parts of items would be covered under comprehensive warranty except consumables (printer ribbon, toner, cartridges, print head, plastic parts, fuser assembly, rollers for scanners etc.) If there is any gap between Bank's requirement and OEM warranty, then it will be the responsibility of the successful bidder to fill up the gap.
- vi. The successful bidder should undertake to provide maintenance support to equipment and arrange for spare parts for Desktops & peripherals (printers, scanners and add on items etc.) during 3 years of warranty period and 2 years of AMC period.
- vii. AMC agreement will be part of the Main SLA and the successful bidder would be required to provide AMC of all the supplied products for a period of two years. **Bidder has to quote AMC for all items within a range of minimum 4% to maximum 7% of the item's cost. The AMC cost will be part of TCO (as per Table A of Indicative Commercial Bid Annexure XV) and will be considered for determining L-1 price. Item wise AMC rates for all the items to be procured through this RFP process, will be derived after Reverse Auction and will be valid for a period of 2 years, after expiry of warranty period of 3 years.**

viii. The successful bidder will generate the configuration / specification report from the Desktops and present the printout of same along with installation report to the branch / office for their verification & signatures.

ix. The successful bidder has to undertake BIOS upgrade wherever the requirement is felt by the Bank. Warranty / AMC would cover maintenance patches / bug fixes (available from the original software vendor) for system software & firmware patches / bug fixes, if any, for hardware.

x. The successful bidder should specify various infrastructure requirements which need to be provided for commissioning and smooth functioning of the equipment. This will include site requirements, power, cables, connectors, network cards, ports, UPS, environmental conditions, illumination, etc.

xi. Obtaining the Road permits, statutory forms, etc. will be the sole responsibility of the successful bidder. However, Bank will sign the necessary forms as purchaser, as per the requirements.

xii. Bank has implemented the active directory services and desktop management. It will be the responsibility of the successful bidder to configure the same and install DM in the formatted system and newly installed systems as and when required. Standard operating procedure and remote assistance shall be provided by Bank.

xiii. The successful bidder has to deliver endpoints, install and configure the same following best practices of desktop hardening guidelines in newly installed systems or in the formatted system.

xiv. All Desktops must be preloaded with Windows 11 OS or above. The OS supplied should not be End of Support during the entire Contract Period i.e. (Warranty and AMC Period). In case, the OS is declared End of Support during the Contract Period, the same should be upgraded to the latest version, without any extra cost to the Bank.

xv. All Banking applications should be operational on the system supplied by the successful bidder. In case any operating system reloading/upgrading is required on the system supplied by the successful bidder as per Bank's request, the same will be done by the successful bidder without any additional expenses.

xvi. The successful bidder has to deploy Resident Engineers (RE) for dedicated / exclusive PNB support for Desktops & Peripherals. The selected bidder shall be required to place minimum of twelve (12) Resident Engineers (RE) at Head Office locations in Delhi/NCR, without any extra cost to the Bank. Bank may redistribute the Resident Engineers (RE) as per its business requirement. For RE at all other locations, as per requirement, separate commercials have been called for in the indicative Commercial Bid format (Annexure-15). RE at Head Office locations will have to be deployed within 30 days of awarding the contract up to expiry of rate contract including any extensions in the contract. RE at other locations must be deployed within one month of the Purchase Order.

xvii. The successful bidder will prepare and perform Gold / Ghost Image of Bank specific configuration & OS and get it pre-loaded at factory level before dispatch and perform the remaining configuration changes at the site. The successful bidder is required to make

separate Gold / Ghost image for different desktop configurations. The Gold / Ghost images need to be updated by the successful bidder on periodic basis as and when required by the Bank. Installation of MS Office & similar other utilities (to be provided by the Bank), data migration from existing desktop to new desktop and making necessary configuration for operationalization of Finacle, Internet, Intranet Portal, E-Mail and other important URLs etc. in the PC are also under scope of work of the successful bidder.

xviii. The successful bidder has to provide genuine Windows OS license key for each of the desktops supplied during the contract period.

SCOPE OF WORK FOR RESIDENT ENGINEER

Resident engineer (Minimum Educational Qualification: Diploma Holder- Technical) will have following scope of work at PNB:

- Working Hours for Engineer at all locations will be 9.30 am to 6:00 pm on working days of the Bank.
- Engineer will assist in day to day resolution of all complaints at the listed office of all the endpoints procured through this Rate Contract. For all other already installed endpoints, the RE will log calls with the respective OEM and will do necessary follow-ups till complete resolution of the issue. RE will also assist in Acceptance test that may be carried out at any time.
- If required by Bank's Circle Office/Zonal Office, RE may also be sent to the branches/any other office under their circle/zones. Travelling cost of RE to such locations will be borne by the Bank.
- Engineer will log the cases for all hardware items wherever spares are required irrespective of the make of hardware.
- To install all the relevant drivers required for operating printers, scanners or any other peripheral devices.
- Configuration of Banking applications along with its pre-requisites.
- Reloading / Downgrading the operating system as per Bank's requirement. Media will be provided by Bank.
- Formatting and rebuilding the system as per Bank's requirement.

Other conditions:

- a. The multiplication factor as mentioned in the **Indicative** Commercial Bid Format (Annexure-15) is only indicative and for the purpose of deriving the Total Cost for determining the L1 bidder. The actual quantity of each item ordered may vary according to the requirement of the Bank. Bank may place multiple orders for any item as and when required during the rate contract period of 1 year, at the rates finalized after Reverse Auction.

- b. No right to employment in the Bank shall accrue or arise, at any point of time under this project.
- c. Bank reserves the right to change the successful bidder with one month's notice to the concerned person of the Company.
- d. A detailed agreement will be done with the successful bidder specifying roles and responsibilities.
- e. Obtaining the Road permits or any other document for delivery of the material till Bank's premises will be the sole responsibility of the successful bidder. The successful bidder shall arrange road permit for locations applicable, at no extra cost to the Bank. However, Bank will sign the necessary forms as purchaser, as per the requirements.

3.2 Technical Specification

(Compliance of Technical specification is to be submitted on OEM's & bidder's letter head. Bidders have to submit Data Sheet of each item offered specifying the page no. of each technical specification and highlighting the technical specification. For specifications, not evident in the data sheet, the bidder will have to submit undertaking from the OEM)

3.2.1 Minimum Specification – Desktop with Intel i3 processor

Make & Model:

S. No	Description	Specifications	Compliance (Yes/No)	Remarks
1	Processor *	Intel 12 th Generation I3 12100 or higher		
2	Chipset	Intel® B660/ H670 or higher chipset motherboard		
3	System Memory	8 GB DDR4/DDR5 SDRAM with clock speed of 3200 MHz or higher (1x8 GB single RAM) upgradeable up to 64 GB with minimum 2 DIMM slots or more		
4	HDD	1TB NVME M.2 PCIe 3.0 or higher SSD. Support for future expandability of at least 1 TB SATA III HDD		
5	Ports	Min 6 USB Ports out of which at least i. 2 USB 3.0 ports or higher ii. 4 USB 2.0 or higher 1 VGA port , 1 HDMI/DP port, 1 audio out Jack, 1 Microphone Jack, 1 Serial port		
6	Graphics	Intel UHD Graphics Integrated		

7	Audio	Integrated High Definition Audio, with internal speaker either with CPU or with Monitor		
8	Keyboard	USB Keyboard (Same Make as PC)		
9	Mouse	Optical USB Mouse with minimum 1000 dpi (Same make as PC) with mouse pad		
10	BIOS	Flash BIOS, PNB Logo to be incorporated in BIOS at OEM Factory		
11	Ethernet Port	Embedded Auto Sensing gigabit LAN with WOL & PXE		
12	Operating System	Should be supplied with preloaded windows 11 professional or higher. Recovery OS should be provided through OEM website		
13	Components for Finacle access	Microsoft Edge latest version with full JVM and Ilink web shall be loaded and configured as requirement of Finacle application in the branches.		
14	Security	Support for Pad-lock and Cable-lock on chassis for physically securing the chassis. Serial & USB Interface Control, Power -On Password, Setup Password, Memory Change Alert functionality, TPM 2.0		
15	Manageability	Manageability features like Serial No, Make, Model details of (BIOS, SSD/HDD, Memory, O/S Information), Pre-failure SSD/HDD Alert.		
16	Compliance **	Compliance - OEM ISO 9001:2013 or higher, ISO 14001:2013 or higher. Desktop: Windows OS, Linux Certified, UL/MET/FCC or Equivalent Energy Star		
17	Certificate **	<ul style="list-style-type: none"> EPEAT Certification for PC. 		
18	Form Factor & Power Supply	SFF (Small Form factor) / Tower Chassis with minimum 250 Watts PSU and Energy Efficiency of 85% or higher		

3.2.2 Minimum Specification – DESKTOP WITH INTEL I5 PROCESSOR

Make & Model:

Description	Specifications	Compliance Yes/No	Remarks	Page no. Of Data Sheet
Processor *	Intel® 12th Generation Core™ i5-12400 processor or higher			
Chipset	Intel® B660/ H670 or higher chipset motherboard			
System Memory	8 GB DDR4/DDR5 SDRAM with clock speed of 3200 MHz or higher (1x8 GB single RAM) upgradeable up to 64 GB with minimum 2 DIMM slots or more			
HDD	1TB NVME M.2 PCIe 3.0 or higher SSD. Support for future expandability of at least 1 TB SATA III HDD			
Ports	Min 8 USB Ports out of which at least i. 2 USB 3.2 Gen 2 or higher ii. 4 USB 2.0 or higher 1 VGA port , 1 HDMI/DP port, 1 audio out Jack, 1 Microphone Jack, 1 Serial port			
Graphics	Intel UHD Graphics Integrated			
Audio	Integrated High Definition Audio, with internal speaker either with CPU or with Monitor			
Keyboard	USB Keyboard (Same Make as PC)			
Mouse	Optical USB Mouse with minimum 1000 dpi (Same make as PC) with mouse pad			
BIOS	Flash BIOS, PNB Logo to be incorporated in BIOS at OEM Factory			
Ethernet Port	Embedded Auto Sensing gigabit LAN with WOL & PXE			
Operating System	Should be supplied with preloaded windows 11 professional or higher. Recovery OS should be provided through OEM website			
Components for Finacle access	Microsoft Edge latest version with full JVM and Ilink web shall be loaded and configured as requirement of Finacle application in the branches.			
Security	Support for Pad-lock and Cable-lock on chassis for physically securing the chassis. Serial & USB Interface Control, Power -On			

	Password, Setup Password, Memory Change Alert functionality, TPM 2.0			
Manageability	Manageability features like Serial No, Make, Model details of (BIOS, HDD, Memory, O/S Information), Pre-failure HDD Alert.			
Compliance **	Compliance - OEM ISO 9001:2013 or higher, ISO 14001:2013 or higher. Desktop: Windows OS, Linux Certified, UL/MET/FCC or Equivalent Energy Star			
Certificate **	<ul style="list-style-type: none"> EPEAT Certification for PC. 			
Form Factor & Power Supply	SFF (Small Form factor) / Tower Chassis with minimum 300 Watts PSU and Energy Efficiency of 85% or higher			

3.2.3 Minimum Specification – DESKTOP WITH AMD Ryzen 3 PROCESSOR

Make & Model:

Description	Specifications	Compliance Yes/No	Remarks	Page no. Of Data Sheet
Processor	AMD® Ryzen 3 5300G Quad-Core or higher			
Chipset	Chipset- AMD Pro 565 or higher chipset			
System Memory	8 GB DDR4/DDR5 SDRAM with clock speed of 3200 MHz or higher (1x8 GB single RAM) upgradeable up to 64 GB with minimum 2 DIMM slots or more			
HDD	1TB NVME M.2 PCIe 3.0 or higher SSD. Support for future expandability of at least 1 TB SATA III HDD			
Ports	Min 6 USB Ports out of which at least i. 2 USB 3.0 ports or higher ii. 4 USB 2.0 or higher 1 VGA port , 1 HDMI/DP port, 1 audio out Jack, 1 Microphone Jack, 1 Serial port			
Graphics	Integrated AMD Radeon Graphics			
Audio	Integrated High Definition Audio			
Keyboard	USB Keyboard (Same Make as PC)			
Mouse	Optical USB Mouse with minimum 1000 dpi (Same make as PC) with mouse pad			
BIOS	Flash BIOS, PNB Logo to be incorporated in BIOS at OEM Factory			

Ethernet Port	Embedded Auto Sensing gigabit LAN with WOL & PXE			
Operating System	Should be supplied with preloaded windows 11 professional or higher. Recovery OS should be provided through OEM website			
Components for Finacle access	Microsoft Edge latest version with full JVM and Ilink web shall be loaded and configured as requirement of Finacle application in the branches.			
Security	Support for Pad-lock and Cable-lock on chassis for physically securing the chassis. Serial & USB Interface Control, Power -On Password, Setup Password, Memory Change Alert functionality, TPM 2.0			
Manageability	Manageability features like Serial No, Make, Model details of (BIOS, HDD, Memory, O/S Information), Pre-failure HDD Alert.			
Compliance	Compliance - OEM ISO 9001:2013 or higher, ISO 14001:2013 or higher. Desktop: Windows OS, Linux Certified, UL/MET/FCC or Equivalent Energy Star			
Certificate	<ul style="list-style-type: none"> EPEAT Certification for PC. 			
Form Factor & Power Supply	SFF (Small Form factor) / Tower Chassis with sufficient Watts fully loaded specifications or higher. Energy Saving 90% or higher Efficient Power Supply			

3.2.4 Minimum Specification – DESKTOP WITH AMD Ryzen 5 PROCESSOR

Make & Model:

Description	Specifications	Compliance Yes/No	Remarks	Page no. Of Data Sheet
Processor	AMD® Ryzen 5 5600G Hex-Core or higher			
Chipset	Chipset- AMD Pro 565 or higher chipset			
System Memory	8 GB DDR4/DDR5 SDRAM with clock speed of 3200 MHz or higher (1x8 GB single RAM) upgradeable up to 64 GB with minimum 2 DIMM slots or more			
HDD	1TB NVME M.2 PCIe 3.0 or higher SSD. Support for future expandability of at least 1 TB SATA III HDD			
Ports	Min 6 USB Ports out of which at least i. 2 USB 3.0 ports or higher			

	ii. 4 USB 2.0 or higher 1 VGA port , 1 HDMI/DP port, 1 audio out Jack, 1 Microphone Jack, 1 Serial port			
Graphics	Integrated AMD Radeon Graphics			
Audio	Integrated High Definition Audio			
Keyboard	USB Keyboard (Same Make as PC)			
Mouse	Optical USB Mouse with minimum 1000 dpi (Same make as PC) with mouse pad			
BIOS	Flash BIOS, PNB Logo to be incorporated in BIOS at OEM Factory			
Ethernet Port	Embedded Auto Sensing gigabit LAN with WOL & PXE			
Operating System	Should be supplied with preloaded windows 11 professional or higher. Recovery OS should be provided through OEM website			
Components for Finacle access	Microsoft Edge latest version with full JVM and link web shall be loaded and configured as requirement of Finacle application in the branches.			
Security	Support for Pad-lock and Cable-lock on chassis for physically securing the chassis. Serial & USB Interface Control, Power -On Password, Setup Password, Memory Change Alert functionality, TPM 2.0			
Manageability	Manageability features like Serial No, Make, Model details of (BIOS, HDD, Memory, O/S Information), Pre-failure HDD Alert.			
Compliance	Compliance - OEM ISO 9001:2013 or higher, ISO 14001:2013 or higher. Desktop: Windows OS, Linux Certified, UL/MET/FCC or Equivalent Energy Star			
Certificate	<ul style="list-style-type: none"> EPEAT Certification for PC. 			
Form Factor & Power Supply	SFF (Small Form factor) / Tower Chassis with sufficient Watts fully loaded specifications or higher. Energy Saving 90% or higher Efficient Power Supply			

3.2.5 Minimum Specification- ALL IN ONE DESKTOP

Make & Model:

Description	Specifications	Compliance Yes/No	Remarks	Page no. Of Data Sheet
Processor *	Intel® Core™ 12th Gen i5-12400 Processors or higher			

Chipset	Intel® B660/ Q670/ H670 or higher chipset motherboard			
System Memory	8 GB DDR4/DDR5 SDRAM with clock speed of 3200 MHz or higher (1x8 GB single RAM) upgradeable up to 64 GB with minimum 2 DIMM slots or more			
HDD	1TB NVME M.2 PCIe 3.0 or higher SSD. Support for future expandability of at least 1 TB SATA III HDD			
Ports	3 USB 3.2 Gen 2 or higher, 1 USB Type C (1 Microphone & 1 Headphone or one headphone / microphone combo jack (3.5mm)), 1 Network RJ 45 port, , 5 MP Full HD web cam resolution of 1920 X 1080			
Graphics	Intel UHD Graphics Integrated			
Audio	Integrated High Definition Audio, with internal speaker			
Monitor	Non Touch screen size Anti-glare 23.8" IPS or higher TFT LED , Resolution of 1920 X 1080 or higher Energy Star 8.0 /TCO 9 or equivalent for entire system			
Keyboard	USB Keyboard (Same make as PC)			
Mouse	Optical USB Mouse with minimum 1000 dpi (Same make as PC) with mouse pad			
BIOS	Flash BIOS, PNB Logo to be incorporated in BIOS at OEM Factory			
Ethernet Port	Embedded Auto Sensing gigabit LAN with WOL & PXE, WiFi Factory disabled.			
Operating System	Should be supplied with preloaded windows 11 professional or higher. Recovery OS should be provided through OEM website			
Components for Finacle/other software access	Microsoft Edge latest version with full JVM and Ilink web shall be loaded and configured as requirement of Finacle application in the branches.			
Security	Kensington slot/Solenoid Lock/Security Lock, TPM 2.0			
Manageability	Manageability features like Asset tracking (BIOS, HDD, Memory, O/S Information, BIOS, Serial Number, Model and Manufacturer).			
Compliance	OEM ISO 9001:2013 , 14001:2013			

*Desktops should be supplied without DVD drives.

3.2.6 Minimum Specification for Monitors

Description	Specifications	Compliance Yes/No	Remark	Page no. Of Data Sheet
Make/Model				
Specifications	LED Backlit 21.5"/22" Antiglare LED HD Color Monitor (Same make as PC) Energy Star /TCO 06 Panel Type: IPS Colour Bit: 8 Bits Refresh rate: 60Hz or Higher Resolution: 1920 x 1080 Connectivity: DP/HDMI/DSUB/VGA with cable			

3.2.7 Minimum Specification for PRINTERS & SCANNERS

Description	Specifications	Compliance Yes/No	Cartridge yield	Page no. Of Data Sheet	Remarks
High speed Printers	24 Pin, 136 Col, Bi Directional, 10 CPI, Draft 492 cps or above, either of Parallel/ Serial/ USB. Per page cost of the printer should be less than 50 paise.				
Line Matrix Printer-500 lines per minute.	500 Lines Per Minute in High Speed Draft Mode, Parallel, Serial, Ethernet, USB. Per page cost of the printer should be less than 50 paise.				
Pass Book Printers	24 Pin, 390 CPS or Higher draft, Very High Speed Draft, Ribbon Life: 5 Million Characters, Print Head life: 400+ million Dots, horizontal and vertical. Per page cost of the printer should be less than 50 paise.				
Laser Printer under LAN Environment - Color	25 PPM or higher; Color, Print Resolution: 600x600 dpi or higher, RAM: 256 MB or above, Processor: 750 MHz or above, Duty cycle: 28,000 pages per month or higher, Duplex, USB/ Ethernet. Wifi				

	Factory disabled. Per page cost of the printer should be less than 10 Rupees.				
Laser Printer under LAN Environment -Black & White, with duplex printing (Category 1)	Print 32 PPM or higher; A4, RAM 64 MB or higher, Resolution 1200 x 1200 dpi or higher, Duty Cycle 14000 Pages per month or higher, Duplex & Network, USB, Processor 550 MHz or Above, Input Tray 250 sheets or above. Per page cost of the printer should be less than 40 paisa.				
Laser Printer under LAN Environment -Black & White, with duplex printing (Category 2)	Print 35 PPM or higher; A4, RAM 256 MB or higher, Resolution 1200 x 1200 dpi or higher, Duty Cycle 80000 Pages per month or higher, Duplex & Network, USB, Processor 600 MHz or above, Input Tray 250 sheets or above. Per page cost of the printer should be less than 50 Paisa.				
Multi-Function Laser Printer (Print, copy, scan)	Multifunction Laser Printer (Print, Scan, Copy,)-Print: 32 PPM or higher, A4, Print resolution: 1200 x 1200 dpi or higher, Processor: 600 MHZ or above, Memory 128 MB or higher, Duty cycle: 14000 pages or higher, Duplex, Connectivity-USB, Ethernet, Wifi should be disabled at the time of installation, Scan resolution: 1200 x 1200 dpi or higher, Copy: Up to 999 multiple copies, DADF/RADF: 50 sheets or higher. Per page cost of the printer should be less than 50 paisa.				
High Speed Scanners	Speed--25ppm / 50ipm or higher Document size--A4 Tray --ADF with 50 sheet or above Optical Resolution--600dpi or higher Interface—USB 2.0 or higher Scan technology--CCD/CIS Duty Cycle--2000 pages/day or above				
	Speed--25ppm / 50ipm or higher Document size--A4 Tray --ADF with 50 sheets or above + Flatbed Optical Resolution--600dpi Interface—USB 2.0 or higher Scan technology--CCD/CIS Duty Cycle--3000 pages/day or above Network enabled (optional)				

3.3 Signing of Contract

The successful bidder shall provide acceptance of the Purchase Order within 7 working days of the award of Purchase Order by the Bank. The successful bidder(s) shall mandatorily enter into a Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) with the Bank, within 30 working days of the award of the Purchase Order or within such extended period as may be permitted by the Bank. The letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions shall be contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract. If the contract is not signed within the given period (30 working days or till such period as extended by the Bank), Bank reserves the right to forfeit the Earnest Money Deposit (EMD), blacklist/debar/ban the said successful bidder after a grace period of 15 working days.

The bidder has to accept all terms and conditions of 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 Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank.

Note: working days refers to Bank's working days.

3.4 DURATION OF CONTRACT

Bank will enter into rate contract initially for a period of 1 year from the date of agreement signed with the Bank, if not revised earlier. Bank at its own discretion may extend the contract for a further period of 2 terms of 6 months each or part thereof (i.e. maximum extension of one year), at the same rate and same terms & conditions, subject to satisfactory performance of the successful bidder.

Bank will enter into a Service Level Agreement with the selected Bidder(s) which will start from the date of execution of the SLA for a period of 5 years i.e. till the completion of warranty and AMC period.

Sub-contracting of Bidder for any activity under this project is not permitted.

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

3.5 Timelines and Delivery schedule

The date on which the complete system is delivered will be taken as the date of delivery. In case of part delivery of the system, the date of last items delivered will be taken as the date of delivery.

(I) Desktop: The successful bidder shall be responsible for delivery of the items ordered at site within 5 weeks from the date of order.

(II) Printers, Scanners and other add on items: The successful bidder shall be responsible for delivery of the items ordered at site within 5 weeks from the date of order.

Bank will provide additional two weeks' time period for delivery of hardware at following locations: Meghalaya, Arunachal Pradesh, Mizoram, Manipur, Nagaland, Tripura, Sikkim, Leh & Ladakh Division of Jammu and Kashmir state, Lahaul-Spiti District and Pangi Sub Division of Chamba District of Himachal Pradesh, the Union Territory of Andaman and Nicobar Islands and Lakshadweep.

The successful bidder has to deploy Resident Engineers (RE) for dedicated / exclusive PNB support for Desktops & Peripherals. The selected bidder shall be required to place minimum of twelve (12) Resident Engineers (RE) at Head Office locations in Delhi/NCR, without any extra cost to the Bank within one month of awarding the contract up to expiry of rate contract including any extensions in the contract. RE at other locations must be deployed within one month of the Purchase Order.

3.6 Installation

Bidder shall be responsible for installation of hardware items ordered at site within 7 days from the date of delivery or within 3 days of logging the call by the Bank. The point of delivery/ destination will be as defined by the bank in the purchase order.

3.7 Payment

- 100% within 5 weeks of installation
- In case installation of equipment is delayed due to Bank and the delay is more than 15 days then payment will be made as under: -
 - 80% on delivery of equipment
 - 20% after 2 months of delivery, after submission of undertaking by vendor that installation will be carried out as and when desired by the Bank.

Payments will be made at respective HO-Divisions and Zonal office/Circle office of the Bank for supply of Desktops and Peripherals and add on components for circles/branches under their jurisdiction.

Further, the above payments will be released only after submission of PBG and signing of SLA (including Do & Don't) and NDA by the selected bidder.

Payment of Resident Engineer (RE) will be released Quarterly in arrears by the Office which has released the PO, except for those REs who are deployed at Head Office Locations in Delhi/NCR (who are to be deployed without any extra cost to the Bank).

In case of delayed delivery or incorrect delivery, then date of receipt of the correct and final component shall be treated as delivery date for penalty and other calculation.

The payment for AMC shall be made on quarterly basis. The payments for ATS/AMC shall be made in advance if the bidder submits bank guarantee of equivalent amount, else the same shall be made in arrears.

3.8 WARRANTY

All items should be covered under Comprehensive on-site three-year warranty from the date of complete installation of system ordered except the add-on items and Consumables. Further warranty will be valid for 36 months from date of Installation or 38 months from date of Delivery in case there is delay in installation from Bank's end. The successful bidder has to ensure that the warranty validity (36 months) of the product is displayed while checking the product on official OEM site and Bank should not face any difficulty while lodging the complaints of products during warranty period.

The successful bidder shall be fully responsible for the warranty of all equipment, accessories, spare parts etc. against any defects arising from design, material, manufacturing, workmanship or any act or omission of the manufacturer and/or vendor any defect that may develop under normal use of supplied equipment during warranty period.

The successful bidder should undertake to provide maintenance support to equipment and arrange for spare parts for Desktops & peripherals (printers, scanners and add on items etc.) during 3 years of warranty period and also during 2 years of AMC period.

Warranty should not become void if the Bank buys any other supplemental hardware from third party and install it with/in these machines. However, the warranty will not apply to such hardware items installed.

Warranty should cover the following: -

- Service support should be available from 8 AM to 8 PM from Monday to Saturday
- The equipment should be attended within 4 hours of receipt of complaint (exclusive of travelling time); however telephonic support should be made instantly on receiving the complaint. In case problems persist, systems should be replaced within 48 hours of receiving complaint and alternate system should be given till machine is repaired, so that normal job of the Bank is not hampered.
- The replaced equipment should be installed by the bidder at no extra cost to the Bank.
- Warranty would cover updates/maintenance patches/bug fixes (available from the original software vendor) for system software & firmware patches/bug fixes, if any, for hardware.
- The successful bidder should provide on-site preventive maintenance on regular interval i.e. half yearly, pro-active product health status check-up (on-site) and submission of report as per Bank's requirement.
- The successful bidder will obtain written acknowledgement from Bank after completion of warranty period for successful sign off of warranty period.
- In case of repetitive hardware failure (two or three times in a quarter) it shall be replaced by equivalent or higher model new equipment by the successful bidder, at no extra cost to Bank.
- Free of cost version upgrade/customization will be done by the successful bidder whenever new version is released.

Maintenance of Desktops:

The successful bidder should provide onsite preventive maintenance on half yearly basis.

The scope of service will include:

- OS [Operating System] tuning including but not limited to Disk checking, File management, reloading of pre-loaded /ordered software, Updation of software.
- Any other check/service that will make equipment work smoothly and as per system uptime on regular basis.

Providing all deliverables including warranty services etc. under the rate contract shall be the sole responsibility of the bidder. Bank will not be responsible for any delays/violation from third party OEMs.

Maintenance of Printers, Scanners and other equipment

All parts in printers including logic cards, power supply, cables, formatter, DC Controller/power supply, Scanner, cables etc. are included under warranty/AMC except consumables like ribbon cartridge, printer head, toner cartridge, maintenance kit, rollers for scanners and stationery only.

The vendor has to check the printer or the equipment, cleaning of contacts etc. on regular basis, so that the printer or other equipment works in most efficient manner.

Providing all deliverables including warranty services etc. under the rate contract shall be the sole responsibility of the bidder. Bank will not be responsible for any delays/violation from third party OEMs.

Physical damage [rodent eaten / broken by bank user] will not be covered under warranty/AMC.

3.9 ANNUAL MAINTENANCE CONTRACT

The successful bidder shall provide Annual Maintenance Contract (AMC) for the supplied products for a period of two years after completion of the warranty period. Payment of AMC will be released on deferred mode on quarterly basis only after submission of preventive maintenance reports and summary of calls attended. The AMC rate for all the items (desktops and peripherals) will be arrived at after Reverse Auction. The rates for AMC, shall include all Taxes, except GST which will be paid on actual basis. The AMC rate would be applicable for proactive support from 8 AM to 8 PM from Monday to Saturday. AMC would cover all appliances/hardware components without any exceptions.

AMC would cover maintenance patches/bug fixes (available from the original software vendor/OEM) for system software & firmware patches/bug fixes, if any, for hardware. The AMC vendor should act in co-ordination with the Anti-Virus vendor for Updation of Antivirus and any virus related calls. The scope of AMC will be same as warranty clause.

AMC agreement will be Part of the Main SLA and the successful bidder would be required to provide AMC of all the supplied products for a period of two years. Bidder has to quote AMC for all items within a range of minimum 4% to maximum 7% of the item's cost. The AMC cost will be part of TCO (as per Table A of Indicative Commercial Bid Annexure XV) and will be considered for determining L-1 price. Item wise AMC rates for all the items to be procured through this RFP process, will be derived after

Reverse Auction and will be valid for a period of 2 years, after expiry of warranty period of 3 years.

The AMC may be terminated by the Bank after giving 30 days' notice in case of deficiency in services. Bank may extend the AMC term for 6 months on agreed rates, terms and conditions.

3.10 PENALTY CLAUSE

a) DELAY IN DELIVERY

The system is to be delivered within stipulated time from the date of order as mentioned in the Delivery Clause.

- i. For this purpose, delivery means delivery of all the ordered equipment including interface cables at the site along with the set of document/DVDs on operational use of the equipment, DVD containing the original system software and all the relevant documentation of the system add on utilities as specified in the orders.
- ii. If the bidder fails to deliver any or all goods or perform services within stipulated time schedule, the purchaser shall, without prejudice to its other remedies under the rate contract, deduct penalty at the rate of 2 % of total order value for per week of delay, as late delivery charges until actual delivery of the equipment subject to a maximum of 10% of the total order value.
- iii. The Bank is entitled to withhold (deduct) from the purchase price or any other amount, which is due to bidder/supplier from the contract.
- iv. The Bank reserves the right to cancel the order in case complete delivery/services are not affected within the stipulated time.

b) DELAY IN INSTALLATION

The system is to be installed within stipulated time from the date of order as mentioned in Installation clause.

Penalty will be charged @1% of total order value for per week delay in installation, subject to maximum 5% of total order value, which will be over & above the late delivery charges.

c) FAILURE IN MAINTAINING SERVICE LEVEL AGREEMENT (SLA) & RESOLUTION OF REPORTED ISSUE

The successful bidder has to enter into service level agreement with Bank. SLA will include the terms and conditions mentioned in this bid along with the uptime and resolution commitments by the bidder.

The total elapsed time between receiving the breakdown message (over telephone or otherwise) and making the system functional or providing a standby machine will be treated as downtime.

d) DELAY in Deployment/Absence of RESIDENT ENGINEERS

- No payment shall be made for the days of absence/non-deployment of Resident Engineer(s).
- Penalty shall be applicable additionally

Any delay in providing the resident engineer shall attract penalty besides cancellation of order with consequences as provided herein below for the mentioned cases:

Clause	Timelines	Penalty
Deployment of Resident Engineers at Head Office locations in Delhi/NCR	Within 30 days of award of contract	1% of the monthly cost of Resident Engineer(s) for each day of non-deployment.
Deployment of Resident Engineers at other locations/offices of the Bank	Within 30 days of the Purchase Order	1% of the monthly cost of Resident Engineer(s) for each day of non-deployment.
Deployment of alternate Resident Engineer(s) due to absence of any IT professional	Immediate on same day as the date of absence	1% of the monthly cost of the Resident Engineer(s) for each day of absence
Deployment of alternate professional(s) due to non-performance or any other issue as reported by the Bank to the Bidder	Within 07 working days of reporting by Bank	1% of the monthly cost of the Resident Engineer(s) for each day of non-deployment

e) RECOVERY OF PENALTY

- During warranty Period:** Amount of penalty will be recovered from the successful bidder, on demand from Bank. The successful bidder undertakes to pay the penalty amount as prescribed by the Bank. Amount of penalty as per above clauses will be recovered/adjusted while making any payment. Bank reserves the right to invoke the Bank Guarantee for recovering the penalty amount.
- During AMC Period:** Amount of penalty as per above clauses will be recovered/adjusted while making payment of the next renewal of AMC for all desktops & peripherals covered under the maintenance contract. In case of non-renewal of AMC, vendor will submit an unconditional undertaking to pay the pending penalty amount or damages immediately after demand from PNB.

The penalty will be recovered from any payment due to the successful bidder or the performance bank guarantee or the amount will be recovered from the bidder.

Bank reserves the right to Cancel the Purchase Order, Terminate the Contract, Forfeit the Performance Bank Guarantee and Blacklist the Successful bidder, in case the Successful bidder exceeds the threshold limit of Delay for any of the items above. Bank, at its sole discretion, may exercise any or all of the options against the Successful bidder, in such circumstances.

3.11 INSURANCE

The hardware/equipment to be supplied under the contract period shall be fully insured till installation of the system or up to 30 days after the delivery of the system, by the bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. Bank will not be responsible for any loss to bidder on account of non-insurance to any equipment or services. All expenses towards insurance shall be borne by the successful bidder.

3.12 UPGRADES AND UPDATES

The successful bidder shall be required to provide all future firmware and patches updates and upgrades for the proposed product, free of cost during contract period.

3.13 SERVICE LEVEL AGREEMENT

The successful bidder will also have to enter into a Service level agreement as per the terms and conditions of the RFP and covering the scope of work and technical requirements. The non-delivery of any services or non-response or any breach of information will lead to penalty. The penalty is applicable in respect of non-delivery of services/ support as per the requirement of this RFP. The engineers/representative deployed by the successful vendor will not claim any benefit from the Bank and any loss or damage to the Bank due to them will be the sole responsibility of the Vendor.

3.14 Sub-Contracting

In general subcontracting is not allowed under this RFP, Bank will only deal with the bidding Bidder, who will be responsible for delivery of all products/services. The bidder will be fully responsible to Bank for execution of the contract in its entirety and compliance of SLA, the delivery of all the services as per, end-to-end delivery of services and will be a single point of contact.

3.15 Eligibility Criteria

The eligibility criteria to participate in bidding process are as per Annexure 2. Only those bidders, who satisfy all the eligibility criteria, may respond. Document in support of all eligibility criteria is required to be submitted along with the Bid. Offers received from the bidders who do not fulfil any of the eligibility criteria are liable to be rejected. Any decision of Bank in this regard shall be final, conclusive, and binding upon the bidder.

The details of the eligibility criteria are as per Annexure 2.

3.16 Bid Submission Process

The response to the present tender will be submitted in two parts:

- **Technical bid**
- **Commercial bid**

The bidders will have to submit the technical bid in Bank's e-procurement system as well as in hard copy and commercial bids in only online form through Bank's e-procurement system. All documents/letters, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).

TECHNICAL BID

The Technical bid must be submitted in hard bound file in a sealed envelope super scribing "Technical Bid response against **Request for Proposal for Supply, Installation and Maintenance of Desktops and Peripherals.**" & also online. Unsealed envelopes will not be accepted. TECHNICAL BID will contain all the supporting documents regarding eligibility criteria, scope of work, Technical aspects, Compliance statement and Terms & Conditions etc. mentioned in the RFP, and NOT contain any pricing or commercial information at all (Commercial information is to be submitted online only). Technical bid documents with any commercial information will be rejected.

COMMERCIAL BID

The bidder shall submit the commercial bid as per the format given in Annexure 15 – Commercial Bid.

The Commercial offer should give all relevant price information as per the commercial bid format and should not contradict the Technical Bid document in any manner.

3.17 Bid Evaluation and Award Criteria

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

First Stage: (Technical Evaluation)

1. Bid document must be submitted in a single hard bound file. (No loose pages must be submitted). All pages of the Bid Document must be serially numbered and must be signed as per the authorized signature (in PoA) 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. Power of Attorney (PoA), Non-Disclosure Agreement (NDA), Bank Guarantee, Integrity Pact must be submitted to the Bank in Original.
2. All third party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should invariably be mentioned. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the genuineness/authenticity of any third party document may make the bid liable for rejection.

3. Technical bid opening will be done in presence of authorized representatives of all the bidders (if they choose to be present) who have submitted technical bid successfully (both online & in Hard Bound File) within the stipulated time lines set by the Bank.
4. First of all, the RFP Cost and EMD of all bidders will be verified. If any RFP Cost/EMD is not found in order, that bidder will be declared ineligible for further participation in the tender process.
5. After that technical bids will be evaluated based on the eligibility criteria defined in the RFP document. Bids complying with all the eligibility criteria and confirming compliance to all the terms & conditions of RFP document would be further evaluated on technical parameters.
6. Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed for further process.
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.
8. The determination will take into account bidder's financial, technical and support capabilities as per RFP, based on an examination of documentary evidence submitted by bidders.
9. The Bank reserves the right to accept or reject any product/ item/ technology/ module/ functionality proposed by the bidder without assigning any reason thereof. The Bank also reserves the right to reject any Bid, in case any of the Technical Specification as per Annexure XI is not in compliance to Bank's requirement. Decision of the Bank in this regard shall be final and binding on the bidders.

Compliance to terms and conditions of the RFP, corrigendum (if any)

- I. Bank 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 Bank will be final in this regard. The determination will take into account bidders financial, technical and support capabilities as per RFP, based on an examination of documentary evidence submitted by bidders. The Bank reserves the right to accept or reject any product/ item/ technology / module / functionality proposed by the bidder without assigning any reason thereof. The Bank also reserves the right to reject any Bid, in case any of the Technical Specification / Solution is not in compliance to Bank's requirement. Decision of the Bank in this regard shall be final and binding on the bidders.
- II. For responses received within the prescribed closing date and time the Bank will scrutinize the offers received as per the above-mentioned list and to determine whether they are complete and as per the requirements, and also whether all the required documents, as asked for and is required to evaluate the responses have been submitted, whether the documents have been properly signed, etc.

- III. The Bank may, at its discretion, waive any minor non-conformities or any minor irregularity in the proposal. This shall be binding on all bidders and the Bank reserves the right for such waivers.
- IV. Upon receipt of applications (RFP) the same shall be scrutinized and evaluated by the Bank and the Bank will shortlist /select bidders as per requirement and the same shall be communicated to the bidders. The Bank also reserves the right to accept or reject any or all applications without assigning any reason whatsoever.
- V. During pre-qualification and evaluation of the proposals, Bank may, at its discretion, ask respondents for clarifications on their proposal. The respondents are required to respond within the time frame prescribed by PNB. Respondents are not permitted to modify, substitute or withdraw proposals after its submission. IN case the OEM is participating in the bid directly, the bids of its authorised resellers will not be considered.
- VI. The Bank reserves the right to check / validate the authenticity of the information provided in the eligibility and technical evaluation criteria and requisite support must be provided by the bidder. The Bank may ask for queries on each of the criteria wherein the bidder needs to response within stipulated timelines.
- VII. Demonstration and Capability Presentation -If required, the bank may ask the bidder to arrange for the demonstration and presentation of the offered products and how the project will be carried out by the bidder. The Bank may ask the bidder to provide the presentation (overall presentation or to cover up any specific area during the presentation).

Second Stage: (Commercial Evaluation)

In the second stage, the COMMERCIAL BID of only those bidders will be opened who will comply with all the eligibility criteria and confirm compliance to all the terms & conditions and technical specifications of the RFP document.

The commercial bids 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 nor through mail or any other mode.

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 clause 1.11.5 Arithmetic Errors of Part A General Terms and Conditions of this RFP document.

The bidders will be required to quote for all the items required by the Bank.

Price Variation Factor

“If a bidder has quoted prices higher by more than 40% as compared to the average quoted prices (of all technically qualified bidders) for all items in aggregate, the same bidder shall not be called for reverse auction process”. If due to such price variation factor, a bidder is not

found eligible to be called for reverse auction and only one bidder is left commercially eligible, in such a situation, Bank reserves the right to negotiate with the L1 bidder.

3.18 Reverse auction

Bank will hold Reverse Auction in the event of two or more bidders being commercially eligible. The procedure for the same is available on our e-procurement website. Reverse Auction/s will be conducted on the Grand Total cost as per Indicative Commercial bid format (Annexure 15). Base Price, bid decrement value (including the AMC percentage and cost) will be as per Bank's Discretion and will be communicated to all commercially eligible bidders only for seeking acceptance. After Reverse Auction, final item wise price shall be arrived by proportionate decrement of the item wise price.

- a. If the commercially eligible bidders do not accept the base price and bid decrement value fixed by the Bank within the stipulated time given by the Bank, in such a situation Bank reserves the right to disqualify that/those bidder(s) from further RFP process.
- b. After giving the acceptance by bidder(s) for the base price and decrement value, if the bidder(s) do not login in Bank's E-Auction portal during the Reverse Auction or refuse to participate in Reverse Auction at any time thereafter, then the bidder(s) will automatically get disqualified for further RFP process.
- c. During the course of Reverse Auction if eligible bidders accept the base price but none of them place any bid below the accepted base price after logging into the Reverse Auction portal, then out of these bidders, the one who has quoted the least total price in in the Indicative Commercial bid format (Annexure 15) shall be treated as L1 bidder and Bank reserves the right to further negotiate with L1 bidder and finalize the final prices.

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

4 PART C - ANNEXURES

Annexure 1 – Undertaking from the Bidder

(To be submitted on company letterhead)

To
The Assistant General Manager
IT Procurement Department
Punjab National Bank
I.T. Division, Head Office
New Delhi

Sir

Reg: RFP for Supply, Installation and Maintenance of Desktops and Peripherals

We submit our Bid Documents herewith.

We understand that:

1. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
2. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form. Till such a formal contract is prepared and executed, this bid shall constitute a binding contract between us and Bank.
3. If our bid is accepted, we are responsible for the due performance of the contract.
4. You may accept or entrust the entire work to one Bidder or divide the work to more than one bidder without assigning any reason or giving any explanation whatsoever.

Date: _____

Place: _____

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Contact No:

Seal of Company:

Annexure 2 – Eligibility Criteria of the Bidder

(To be submitted on Bidder Letter Head)

To
The Assistant General Manager
I T Procurement Department
Punjab National Bank
I.T. Division, Head Office New Delhi

Dear Sir,

We confirm our Compliance of below Eligibility Criteria given in RFP: Supply, Installation and Maintenance of Desktops and Peripherals

S. No.	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED	COMPLIANCE (YES/NO)
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 Bid Submission date of RFP.	Certificate of incorporation or any other certificate of registration issued by competent authority from Government of India.	
2	The bidder should either be Class-I or Class-II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order No. P-45021/2/2017- PP(BE-II) dated 16-09-2020 by DPIIT(Public Procurement Section), Ministry of Commerce and Industry, Govt. of India or any subsequent guidelines issued regarding the same from time to time.	1) Self certification specifying that the products offered meets the Minimum Local Content and shall give details of the location(s) at which the local value addition is made. 2) Certification from the statutory Auditor or Cost Auditor of the company (in case of companies) or Chartered Accountant (in respect of suppliers other than companies) giving the percentage of Local Content against each quoted line item.	
3	Bidder must provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the	Letter of confirmation on Bidder company's letter head (self-certified letter).	

	same group of promoters/ management or partnership firms/ LLPs having common partners have not participated in the bid process.		
4	The bidder should be either Original Equipment Manufacturer (OEM) of Desktops or Printers or Scanners or their authorized representative in India. In case both OEM and its authorized representative bid for the captioned tender both will be rejected by the Bank.	In case of authorized representative, a letter of authorization from each OEM as per Annexure-16. If bidder is itself the OEM, then Undertaking as per Annexure-17 is required.	
5	The bidder should have supplied and maintained 6000 (Six Thousand) Desktops (of any make) average per year in the financial years 2020-21, 2021-22 & 2022-23 to organizations under the category of nationalized banks / BFSI / PSU / Govt. Organizations / Financial Institution / Telecom companies / MNCs.	Bidder has to submit certificates / Letter / Mails from Client clearly specifying the Quantity supplied and maintained and other required information as per RFP. Performa as per Annexure-5.	
6	The bidder should have been empaneled for a period of at least 1 year for supplying Desktops and printers in India in at least 2 nationalized banks / BFSI / PSU / Govt. Organizations / Financial Institution / Telecom companies / MNCs during last 3 years as on bid submission date. During each of the empanelment, the bidder must have supplied at least 2000 Desktops & at least 500 printers across any Five states in India.	Bidder has to submit certificates/Letter/Email from Client.	
7	Minimum 1 lakh Desktops of the offered make should have been supplied in the country during the last financial year i.e. 2022-23.	Declaration from OEM validated by CA or any other valid documentary evidence from any regulatory authority.	
8	OEM of Desktop should be authorized by M/s Microsoft for pre-loading of Windows OS.	Authorization Letter from Microsoft.	
9	The bidder /Desktop OEM must have at least two (02)	List/Details of support offices/ Support Centers/	

	<p>direct/indirect support offices / service support Centers in each State of India except Sikkim & 7 NE States, where out of these 8 states, at least 4 states should have at least one support center.</p> <p>Also, the bidder/Desktop OEM must have at least 1 support engineer stationed in each district headquarter across all states of India, except Sikkim & 7 NE States. For Sikkim & 7 NE States, the bidder/Desktop OEM must have at least 1 support engineer stationed in at least 50% of the total no. of district headquarters across these 8 states.</p> <p>(Bank may verify the presence of support centers and if found incorrect, Bank may invoke the EMD/blacklist the bidder or may blacklist as well as invoke the EMD).</p>	Support Locations/Support Engineers in India with complete addresses and contact numbers as per Annexure-20 and Annexure 21.	
10	<p>The bidder should have a minimum average turnover of INR 100 crores per annum for the last 3 financial years i.e. FY2020-21, FY2021-22 and FY 2022-23 from their Indian operations.</p> <p>For MSE bidders, the criteria is:</p> <p>The Bidder should have an average turnover of INR 40 Crores (Rupees Forty Crores) for the last three financial years i.e. FY2020-21, FY2021-22 and FY 2022-23 from their Indian Operations.</p>	<p>Provide CA Certificate as per Annexure-8 and Audited Financial statements (Balance sheet & Profit & Loss statement) for the last three (3) Financial years. The CA certificate provided in this regard should be without any riders or qualification.</p> <p>In case of non-availability of audited Financial Statement for FY 2022-23, bidder has to provide provisional data for the said financial year.</p>	
11	The bidder should have positive net worth during each of the financial years FY2020-21, FY2021-22 and FY 2022-23.		
12	The bidder should not be involved in any litigation which	Certificate is to be provided by the chartered	

	threatens solvency of the company.	accountant/statutory auditor of the Company, as per Annexure- 6	
13	The Bidder should not have been blacklisted/debarred/banned at the time of submission of the bid by any regulator / statutory body/ nationalized banks / BFSI / PSU / Govt. Organizations / Financial Institution / Telecom companies / MNCs in India.	Undertaking to be provided as per Annexure-7	
Eligibility for Printers			
14	All Printer OEMs should have a direct sales & support presence in India for last 3 years as on the date of bid submission. In case, Printer OEMs do not have direct sales & support then the OEM has to provide undertaking stating the details of their partner in India and duration of their tie-up along with the details of their Service Centre in India. The Tie-up with the authorized partner should be valid up to at least 5 years from the date of award of acceptance of empanelment.	Certificate to this affect should be furnished like certificate of incorporation / Printer OEM undertaking.	
15	The Printers OEMs should have support offices with necessary support infrastructure for maintenance of Printers in at least 15 cities in at least 15 states of India including at least 3 cities in NE region, either directly or through their authorized service providers / partners. (Bank may verify the presence of support centers and if found incorrect then Bank may blacklist the bidder/invoke the EMD or may blacklist as well as invoke the EMD).	List / Details of support offices / support centers / support locations in India with complete addresses and contact numbers as per Annexure-20.	
16	The bidder should have supplied and maintained 3500 (Three thousand five hundred) Printers (Line Matrix Printer, High Speed Printer, Laser Printer, Inkjet Printer, Passbook Printer) average per year in financial years 2020-21, 2021-22 & 2022-	Bidder has to submit certificates/Letter /Mails from Client clearly specifying the Quantity supplied and maintained other required information as per RFP. Performa as per Annexure-5.	

	23 to organizations under the category of nationalized banks / BFSI / PSU / Govt. Organizations / Financial Institution / Telecom companies / MNCs.		
17	The below mentioned minimum number of the offered make of printers should have been supplied in the country during the last Financial Year i.e. 2022-23 : i) Passbook Printers -2500 ii) Laser Printer - 4000	Declaration from OEM or any other valid documentary evidence from any regulatory authority.	
18	The OEMs of printers should have nationwide presence and supplies availability for continuous supply of consumables as and when required by more than 10000 branches of the Bank.	Declaration letter from OEM	
Eligibility for Scanners:			
19	All Scanner OEMs should have a direct sales & support presence in India for last 3 years as on the date of bid submission. In case, Scanner OEMs do not have direct sales & support then the OEM has to provide undertaking stating the details of their partner in India and duration of their tie-up along with the details of their Service Centre in India. The Tie-up with the authorized partner should be valid up to at least 5 years from the date of award of acceptance of empanelment.	Certificate to this affect should be furnished like certificate of incorporation / Scanner OEM undertaking	
20	The Scanners OEMs should have support offices with necessary support infrastructure for maintenance of Scanners in at least 10 cities in at least 10 states of India including at least 1 city in NE region, either directly or through their authorized service providers / partners. (Bank may verify the presence of support centers and if found incorrect then Bank may blacklist the bidder/invoke the EMD may blacklist as well as invoke the EMD).	List/Details of support offices/ support centers/ support locations in India with complete addresses and contact numbers as per Annexure-20.	

21	The bidder should have supplied and maintained 750 (Seven hundred and fifty) scanners average per year in financial years 2020-21, 2021-22 & 2022-23 to organizations under the category of nationalized banks / BFSI / PSU / Govt. Organizations / Financial Institution / Telecom companies / MNCs.	Bidder has to submit certificates from client / Letter from client / Mails from Client clearly specifying the Quantity supplied and maintained and other required information as per RFP. Performa as per Annexure-5.	
22	Minimum 1000 scanners of the offered make should have been supplied in the country in any of the two Financial Years i.e. 2021-22 / 2022-23.	Declaration from OEM or any other valid documentary evidence from any regulatory authority.	
23	The OEMs of scanners should have a nationwide presence and supplies availability for continuous supply of consumables as and when required by more than 10000 branches of the Bank.	Declaration letter from OEM	

NOTE:

1. In case any purchase order has been issued to the bidder by the Bank in respect of any other project/product and the same has not been delivered/executed even after the prescribed time period and is pending for execution as on date of bid, the bid of the respective bidder is liable for rejection.
2. Bidder should submit detailed response along with documentary proof for all of the above eligibility criteria. The eligibility will be evaluated based on the bid and the supporting documents submitted. Bids not meeting the above eligibility criteria will be rejected.
3. Technical Evaluation will be done by Bank's Evaluation committee and the decision of the committee will be final.
4. Bidders to submit relevant documentary evidence for all parameters mentioned.
5. Providing any wrong information by the bidder will result in disqualification of the bidder. The Bank may cross check above parameters by any means / during site visit.
6. 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.
7. 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. The document providing the authorization of the signatory should be submitted to the Bank for all parties.
8. 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.

Date: _____**Place:** _____**Signature of Authorized Signatory****Name of Signatory:****Designation:****Email ID:****Contact No:****Seal of Company:**

Annexure 3 – Bidder's Information

(To be submitted on Company's Letter Head)

Reg. : RFP for Supply, Installation and Maintenance of Desktops and Peripherals

S.N .	Information	Particulars / Response
1	Company Name	
2	Constitution	
3	Date of Incorporation	
4	Company Head Office Address	
5	Registered office address	
6	GST No.	
7	Whether MSE (quote registration no. and date of registration, copy to be attached)	
8	Bank Account Detail: Account Number, Account Name, IFSC, Bank Name	Account Number: Account Name: IFSC: Bank Name:
9	Name, Designation, Tel. No, E-Mail of the authorized signatory submitting the RFP (Please enclose the copy of board resolution)	
10	Specimen Full signature	
11	Contact person's name, address, telephone number, mobile number, Fax Number, E-Mail ID. (give at least 2 contact person's details)	
12	Details of Service Support Center in Delhi/NCR and Mumbai	Complete Address: No. of Support Engineers: Contact Person (Name & No.): Email ID:
13	Whether company has been blacklisted for service deficiency in last 3 years. If yes, details thereof.	

.14	Any pending or past litigation (within three years)? If yes, please give details	Yes/No/Comments (if option is 'Yes')			
.15	Please mention turnover* for last three financial years and include the copies of Audited Balance Sheet in support of it. *Only Bidder company / Firm figures need to be mentioned. (Not to include subsidiary, affiliate or group entities figures)	FY	Turnover Rs. (in Lakhs)	Net Profit/ Loss Rs. (in Lakhs)	Net Worth Rs. (in Lakhs)
		2020-21			
		2021-22			
		2022-23			

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Contact No:

Seal of Company:

Annexure 4 – Compliance Statement

(To be submitted on Company's Letter Head)

Reg.: RFP for Supply, Installation and Maintenance of Desktops and Peripherals

DECLARATION

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

Compliance	Description	Compliance (Yes/No)
Terms and Conditions	<p>We hereby undertake and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of our bid).</p> <p>We understand & agree that in event of being successful in the bid and being empanelled, we shall comply to the terms & conditions of RFP in future and shall not attempt to get the same changed from Bank later on in process of empanelment, contract signing, and extension of contract and / or subsequent purchase order/s from Bank. We understand and agree that such attempts and noncompliance to RFP terms may lead to cancellation of our agreement and suitable penal action may be taken by Bank against us including invoking the EMD and/ or PBG and black- listing.</p>	
Scope of work and/ Technical Specification	<p>We certify that the systems/services offered by us for tender conform to the Scope of work and technical specifications stipulated by you. (Any deviation may result in disqualification of our bid).</p>	
RFP, Clarifications & subsequent Corrigendum/s, if Any.	<p>We hereby undertake that we have gone through RFP, clarifications & Corrigendum/s issued by Bank and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of our bid).</p>	

Date: _____**Place:** _____**Signature of Authorized Signatory****Name of Signatory:****Designation:****Email ID:****Contact No:****Seal of Company:**

Annexure 5 – Performance Certificate

(To be provided on letter head of the issuing company)

To
The Assistant General Manager
IT Procurement Department
Punjab National Bank
I.T. Division, Head Office
New Delhi

Sir,

Reg.: RFP for Supply, Installation and Maintenance of Desktops and Peripherals

This is to certify that M/s _____ has successfully supplied and maintained _____ no. of _____ (product and its OEM) to our organization from _____ to _____ (specify period of supply). Thereafter, the said products/items are running successfully at ours from _____ to _____.

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

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

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company

Annexure 6 - Litigation Certificate

(To be provided by Statutory Auditor/Chartered Accountant on their Letterhead)

Reg.: RFP for Supply, Installation and Maintenance of Desktops and Peripherals

This is to certify that M/s _____, a company incorporated under the
Companies Act, 1956 with its headquarters at,
_____ is not involved in any
litigation which threatens solvency of the company.

Date: _____

Place: _____

Signature of CA/Statutory Auditor

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Contact No:

Seal of Company:

UDIN No:

Annexure 7 – Undertaking for Non - Blacklisted

(To be submitted on Company's Letter Head)

To
The Assistant General Manager
I T Procurement Department
Punjab National Bank
I.T. Division, Head Office New Delhi

Sir,

Reg.: RFP for Supply, Installation and Maintenance of Desktops and Peripherals

We M/s _____, a company incorporated under the Companies act,
1956 with its headquarters at,
_____ do hereby confirm
that we have not been blacklisted/debarred/banned by any regulator/statutory body/
Nationalized Banks/BFSI/PSU/Govt. Organizations/Financial Institution/Telecom companies
/MNCs in India at the time of submission of Bid.

This declaration has been submitted and limited to, in response to the tender reference
mentioned in this document.

Thanking You,

Yours faithfully,

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Contact No:

Seal of Company:

Annexure 8 – Turnover Certificate

(To be submitted on Company's Letter Head)

Reg.: RFP for Supply, Installation and Maintenance of Desktops and Peripherals

This is to certify that M/s _____, a company incorporated under the Companies Act, 1956 with its headquarters at _____ has the following Turnover, Net Profit/Loss and Net worth from its Indian Operations. This information is based on the Audited Financial Statements for FY20__-__, FY20__-__ and FY20__-__ (to be submitted for years as per Eligibility Criteria (ANNEXURE-III) point no. 2).

Financial Year (for Three Consecutive FY)	Turnover (in Rs.)	Net Profit/Loss (in Rs.)	Net Worth (in Rs.)	Turnover from Indian operations
2020-21				
2021-22				
2022-23				

Date: _____

Place: _____

Note: Only Bidder Company's / Firm's figures need to be mentioned from its operations in India. (Not to include subsidiary, consortium, affiliate or group entities figures)

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

UDIN No:

Annexure 9 – Performa for Integrity Pact

To
The Assistant General Manager
I T Procurement Department
Punjab National Bank
I.T. Division, Head Office New Delhi

Reg.: RFP for Supply, Installation and Maintenance of Desktops and Peripherals

Dear Sir,

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

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

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

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

Yours faithfully
(Duly authorized signatory of the Bidder)

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

INTEGRITY AGREEMENT

(On Stamp paper of appropriate value)

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)

- I. 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 any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - 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.
- II. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”.

Section 4- Compensation for Damages

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 (IEM) Dr. Sarat Kumar Acharya (Ex-CMD, NLC India Ltd.), (email ID: sarat777@rediffmail.com), (Mob no. 9442118060) and Sh. Deepak Anurag (IA & AS, Retd.), (email ID: anuragd@cag.gov.in), (Mob No: 9810676339) 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. The IEMs are not to be contacted for generic tender related queries, for which queries may be directed to the Bank Officials.
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 invalid, 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:
(Name & Address)

Witness 2:
(Name & Address)

Annexure 10 – Performa for the Bank Guarantee

(To be stamped in accordance with stamp act)

Ref: Bank Guarantee # Date

To
The Assistant General Manager
IT Procurement Department
Punjab National Bank
I.T. Division, Head Office
New Delhi

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 **Request for Proposal for Supply, Installation and Maintenance of Desktops and Peripherals**. An irrevocable Financial Bank Guarantee (issued by a nationalized / scheduled commercial Bank) against Earnest Money Deposit amounting to Rs. _____ Rupees (in words _____) valid up to _____ is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the bid document.

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

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

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

"Notwithstanding anything contained herein above Our liability under this Bank guarantee shall not exceed Rs _____ Rupees (in words_____).

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

In witness whereof the Bank, through its authorized officer has set its hand stamped on this_____ Day of _____20__ at _____

Name of signatory

Designation

Email ID:

Contact No.

Bank Common Seal

Annexure 11 – Confidentiality-cum-Non Disclosure Agreement

(on Stamp paper of appropriate value)

This Confidentiality –cum- Nondisclosure Agreement is entered into at _____ on this _____ day of _____ 20____, between _____ (Insert Name of the Service Provider) a company within the meaning of Companies Act, 1956, having its Registered Office at _____ (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 Sector 10, Dwarka Delhi – 110 075 and inter-alia, its Information & Technology Division at 5 Sansad Marg, New Delhi – 110 001 (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 Agreement dated _____ (hereinafter referred to as 'Agreement').

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 trade secrets or 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 trade secrets and 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.

Now this Agreement witness the:-

1. **Proprietary Information:**

As used in this Agreement, the term 'Proprietary Information' shall mean all trade secrets or 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 trade secret or 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. **Confidential Information:**

In this Agreement “Confidential Information” means all information belonging to a Party that is or has been disclosed to one Party (the “Receiving Party”) by the other Party (the “Disclosing Party”) in connection with the business transacted/ to be transacted between the Parties. Confidential information shall also include any copy, abstract, extract, sample, note or module thereof. The Receiving Party may use the Confidential Information solely for and in connection with the business transacted/ to be transacted between the Parties. 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 and 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, knowhow, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, customer information and business information of the ‘Disclosing Party’. Confidential information shall also include, without limitation, information identified as being proprietary and/or confidential or pertaining to pricing, marketing plans or strategy, volumes, financial or technical or service matters or data, employee/ agent/ consultant/ officer/ director related personal or sensitive data software programs, technical data, passwords encryption tools, methodologies, know-how, processes, designs, new products, development work, marketing requirements, marketing plans, disaster recovery plans, customer names, prospective customer names, customer information, customer databases, business information and any information which might reasonably be presumed to be proprietary or confidential in nature of the “Disclosing Party”. Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes or is in possession of the Receiving Party, legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

3. **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 and 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, prospective customer names, customer information and business information of the 'Disclosing Party'.

4. **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.

5. **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 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.

6. **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.

7. 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)

M/s _____

(PNB): _____

Attn: _____

Attn: _____

8. Term:

The obligation pursuant to Clause 2 and 3 (Confidentiality and Non- Disclosure of Proprietary Information) will survive for 7 years following the term of the Agreement dated _____. 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 or any other industrial or intellectual property right covering same.

9. Damages:

Both parties acknowledge that the proprietary & Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, neither party shall use the Confidential Information in a manner that will jeopardize or adversely affect in any manner such future strategies, plans, business activities, methods, processes, information, and/or competitive and strategic advantage of the Disclosing Party. b 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 direct loss and damages on account of such disclosure to the extent of court awarded damages. c Bidder agrees to indemnify the Bank against all loss suffered due to breach of terms of this agreement and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties d The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach. e No failure or delay by either party in

exercising or enforcing any right remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

10. **Permitted disclosure.**

The provisions of paragraph 2 shall not restrict any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the other party of such requirement with a view to providing the opportunity for the Provider to contest such disclosure or otherwise to agree the timing and content of such disclosure.

11. **Ownership of Information**

Except to the extent as agreed herein, the Confidential Information and copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party or its clients and its disclosure shall not confer on the Receiving Party any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Agreement.

12. **No Representation**

Neither the disclosure, transmission receipt or exchange of Confidential Information nor anything else in this Agreement will constitute an offer by or on behalf of the Disclosing Party or be construed as soliciting any business or organization changes or any assurance of any business commitment or an inducement to incur / undertake any obligations not specified herein and neither party will be under any obligation to accept any offer or proposal which may be made by the other or on behalf of such other party.

13. **No Assignment**

This Agreement shall not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party. This Agreement shall inure to the benefit of and will be binding upon the parties" respective successors and permitted assigns.

14. **Severability**

In the event that any of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect by a Court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions contained in this agreement will not be in any way affected or impaired by such a finding.

15. **Delay or Waiver**

No delay or failure of either Party in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver or an expectation of nonenforcement of such right or any other rights hereunder. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either party on any

one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

16. **Governing Law**

The provisions of this Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts in Delhi.

17. **Indemnity**

Each party shall indemnify the other party from any and all claims including third party claims, causes of action, suits, damages or demands, whatsoever, arising out of breach of this Agreement by the indemnifying party as and when such claims, actions, damages or demands becomes payable under law including any governmental, regulatory, judicial or quasi-judicial determination.

18. **Modification**

Modification to any of the provisions of this Agreement shall be void unless it is writing and duly executed by Parties.

19. **Miscellaneous**

- a. This Agreement shall 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. Each party will bear its own costs in connection with the activities undertaken in connection with this Agreement.
- d. Nothing in this Agreement is intended to confer any rights/ remedies under or by reason of this Agreement on any third party.
- e. The Agreement shall be construed and interpreted in accordance with the laws prevailing in India.
- f. The Confidential terms of the SLA to be executed between the parties shall be read as part and parcel of this Agreement. And parties shall be bound by the terms mentioned therein.

In witness whereof, the parties hereto have agreed, accepted and acknowledged and signed these presents, on the day, month and year mentioned herein above.

For M/s_____

Authorized Signatory

Shri _____

Designation_____

For Punjab National Bank

Authorized Signatory

Shri _____

Designation_____

Annexure 12 – Escalation matrix

(On company letterhead of bidder)

To
The Assistant General Manager
I T Procurement Department
Punjab National Bank
I.T. Division, Head Office New Delhi

Sir

Reg.: RFP for Supply, Installation and Maintenance of Desktops and Peripherals

We hereby submit the escalation matrix of our organization
M/s_____) 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				

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company

Annexure 13 – Undertaking for Labour Law Compliance

(On company letterhead of bidder)

To
The Assistant General Manager
I T Procurement Department
Punjab National Bank
I.T. Division, Head Office New Delhi

Sir

Reg.: RFP for Supply, Installation and Maintenance of Desktops and Peripherals

We, M/s_____ undertake that we are solely liable and responsible for compliance of applicable Labour Laws and other rules regulations and ordinances applicable in respect of our employee, agents, representatives and sub-contractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provident fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the Bank shall have no liability in this regard. We also agree and undertake that during the entire period of RFP process and also during the entire period of the contract/SLA we will not employ or engage any personnel / individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948 and other laws as applicable.

Date: _____

Place: _____

Signature of Authorized Signatory**Name of Signatory:****Designation:****Email ID:****Mobile No:****Telephone No.:****Seal of Company**

Annexure 14 – Self declaration for compliance to RBI master direction on outsourcing of IT services

(on Bidder's letterhead)

To
The Assistant General Manager
I. T. Procurement Department
Punjab National Bank
I.T. Division, Head Office
New Delhi

Sir,

Reg.: RFP for Supply, Installation and Maintenance of Desktops and Peripherals

We, M/s_____ hereby state that we have gone through the RBI Master Circular: RBI/2023-24/102 DoS.CO.CSITEG/SEC.1/31.01.015/2023-24 dated 10.04.2023 regarding Master Direction on Outsourcing of Information Technology Services and we hereby state that we comply to all the directions and clauses as stated in the aforesaid circular. We along with the resources deployed by us and services provided by us, will also ensure compliance of all the clauses and directions of the aforesaid circular throughout the period of the contract.

Date: _____**Place:** _____**Signature of Authorized Signatory****Name of Signatory:****Designation:****Email ID:****Contact No.:****Seal of Company**

Annexure 15 – Performa of the indicative Commercial Bid

Reg.: Request for Proposal for Supply, Installation and Maintenance of Desktops and Peripherals

Table-A

Sr. No.	Description	Make/ Model	Tentative Quantity (a)	Unit Cost of Hardware including 3 year warranty (b)	Total Cost (c=a*b)	AMC % per year (range Minimum 4%- Maximum 7 % of Unit Cost) (d)	Per unit AMC cost per year (e)	Total AMC cost for 2 years f=2*e*a	Total cost of hardware including AMC cost of 2 years g=c+f
DESKTOPS									
1.	Desktop (CPU excluding Monitor) with Intel i3 processor		7600						
2.	Desktop (CPU excluding Monitor) with AMD processor (AMD® Ryzen 3-5300G)		7600						
3.	Desktop (CPU excluding Monitor) with Intel i5 processor		600						
4.	Desktop (CPU excluding Monitor) with AMD processor (AMD® Ryzen 5 - 4600G)		600						
5.	All in one Desktop (Non-		550						

	Touch Screen)								
MONITOR									
6.	Monitor (21.5 inch screen)		14000						
PRINTERS									
7.	High speed Printers		100						
8.	Line Matrix Printer-500 lines per minute		50						
9.	Laser Printer under LAN Environment - Color		100						
10.	Pass Book Printers (390 cps)		2300						
11.	Laser Printer under LAN Environment-Black & White, with duplex printing (Category 1)		1200						
12.	Laser Printer under LAN Environment-Black & White, with duplex printing (Category 2)		500						
13.	Multi-Function Laser Printer (Copy, Scan, Print etc.)		2700						
SCANNERS									
14.	High Speed Scanners(25 ppm, A4, ADF)		1000						
15.	High Speed Scanners(25 ppm, A4,		400						

	ADF+ Flatbed)								
16.	Resident engineer(per Man Month cost)		80						
ADD ON ITEMS (Cartridge/Ribbons for printers/scanners for items-7 to 15 above)									
17.	High speed Printers Cartridge		200						
18.	Line Matrix Printer-500 lines/min Cartridge		200						
19.	Laser Printer under LAN Environment – Color Cartridge		200						
20.	Pass Book Printers (390 cps) Cartridge		200						
21.	Laser Printer under LAN Environment-Black & White, with duplex printing (Category 1) Cartridge		100						
22.	Laser Printer under LAN Environment-Black & White, with duplex printing (Category 2) Cartridge		100						
23.	Multi-Function Laser Printer (Copy, Scan, Print etc.) Cartridge		200						
24.	High Speed Scanners(25 ppm, A4, ADF) Ribbon		200						
25.	High Speed Scanners(25		200						

	ppm, A4, ADF+Flatbed) Ribbon								
Grand Total Cost									

Table-B (Buy Back Price for hardware items)

S. No.	Category	Minimum Price (In Rs.)	Quoted Price (In Rs)
1	Desktop (only CPU)	1500	
2	Monitor (any model)	500	
3	All-in-one (AIO) Desktop	1500	
4	Printer (any make model)	1000	

The above items for Buy Back may be of any make / model and may be in working / non-working condition.

Note:

- The rates quoted in indicative commercial bid should be inclusive of all taxes, except GST. GST shall be paid to the bidder on actual basis at the rate applicable. The rate of applicable GST should be informed and charged separately in the invoice generated for supply of the product.
- The bidders will be required to quote for all the items required by the Bank. It will be mandatory for all the bidders to quote rates of all optional components also that may be required.
- L1 bidder will be decided on the basis of total cost of Table A derived after conducting reverse auction or negotiation.**
- Bidder has to quote AMC for all items within a range of minimum 4% to maximum 7% of the item's cost. The AMC cost will be part of TCO (as per Table A of Indicative Commercial Bid Annexure XV) and will be considered for determining L-1 price. Item wise AMC rates for all the items to be procured through this RFP process, will be derived after Reverse Auction and will be valid for a period of 2 years, after expiry of warranty period of 3 years.**
- Bank may ask successful bidder to conduct POC for quoted model of all line items before giving letter of intent, if bidder fails in POC, then it is the responsibility of bidder to supply another model with equivalent technical specifications at the same rates.

6. **Cost of Buy Back prices will not be considered for determining L-1 price** and buy back price will be deducted from ordered prices of items while making new purchases. Bank may negotiate the rates of optional items and buyback prices with L-1 vendor.
7. Bidder has to quote for cost of genuine cartridge of the same manufacturer for each quoted model of printers.
8. The multiplication factor as mentioned in the indicative Commercial Bid Format is only indicative and for the purpose of deriving the Total Cost for determining the L1 bidder. The actual quantity of any item ordered may vary according to the requirement of the Bank. In addition to the initial Order placed, Bank may place subsequent orders also for any item, if required, at any time during the contract period, at the unit rate finalized after Reverse Auction.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Annexure 16 - MANUFACTURER'S (OEM) AUTHORIZATION FORM (MAF)

(To be provided on the Letter head of the OEM duly signed & stamped by their Authorized Signatory.)

To
The Assistant General Manager
I T Procurement Department
Punjab National Bank
I.T. Division, Head Office
New Delhi

Sir,

Req.: Request for Proposal for Supply, Installation and Maintenance of Desktops and Peripherals.

We hereby submit the following:-

We, M/s _____ who are the established and reputable manufacturers of the following Product/Item/component (as per table A below) headquartered at _____ do hereby authorize M/s _____ (who is the vendor submitting its bid pursuant to the Request for Proposal issued by Punjab National Bank) to offer their quotation, negotiate and conclude a contract with you against the above bid invitation with our products.

Table-A

Sl. No.	Product/Item Name	Version No. and Release Date	Product/Item conforms to all the technical specifications and requirements mentioned in this RFP

(Add as many rows as required)

We hereby extend our guarantee and warranty as per the terms and conditions of this RFP and its subsequent Corrigendum and/or Clarifications, if any, and the contract for the Product/Item equipment/component/solution/device and services offered against this invitation by the above mentioned Bidder. We also hereby undertake to perform the obligations as set out in the RFP in respect of such equipment and services.

In case the bidder i.e. M/s _____ is not able to perform the obligations as per RFP during the contract period (like if bidder ceases to exist from the ICT Industry, stops services or support to the Bank, terminates contract due any reasons with Bank or due to any other reason), we will perform the said obligations, as per given scope of work of RFP, either directly or through mutually agreed third party/any other authorized Partner of ours.

With reference to all the software/component/services/licenses used inside the company products being quoted by us vide your tender cited above, we hereby undertake that all the software/component/services/licenses used inside the company products/software shall be

original new components / parts / license / software only and that no refurbished, duplicate, second hand components, parts, assembly are being supplied.

In case of default/non-compliance of the IT asset supplied including hardware / software as per RFP requirements during the contract period, we agree to replace the IT asset including hardware / software supplied with new one in accordance with RFP requirements.

Date:

Place:

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company

Annexure 17 - UNDERTAKING FOR BEING the OEM of the OFFERED Product

(To be provided on the Letter head of the OEM duly signed & stamped by their Authorized Signatory.)

To
The Assistant General Manager
I. T. Procurement Department
Punjab National Bank
I.T. Division, Head Office, New Delhi

Sir,

Reg.: Request for Proposal for Supply, Installation and Maintenance of Desktops and Peripherals.

We hereby submit the following:-

We, M/s _____ are the OEM of the Product/Item/component (as per Table A) headquartered at _____ do hereby offer our quotation against the above bid invitation with our products.

Table A

Sl. No.	Product/Item Name	Version No. and Release Date	Product/Item conforms to all the technical specifications and requirements mentioned in this RFP

(Add as many rows as required)

We hereby extend our guarantee and warranty as per the terms and conditions of this RFP and its subsequent Corrigendum and/or Clarifications, if any, and the contract for the Software/ component/ services/ licenses and services offered against this invitation. We also hereby undertake to perform the obligations as set out in the RFP in respect of such equipment and services.

With reference to all the Software/ component/ services/ licenses used inside the company products being quoted by us vide your tender cited above, we hereby undertake that all the Software/ component/ services/ licenses used inside the company products/software shall be original new Software/ component/ services/ licenses only and that no refurbished, duplicate, second hand Software, component/ services, licenses are being supplied.

In case of default/non-compliance of the IT asset supplied including hardware / software as per RFP requirements during the contract period, we agree to replace the IT asset including hardware / software supplied with new one in accordance with RFP requirements

Date:**Place:****Yours faithfully****Signature of Authorized Signatory****Name of Signatory:****Designation:****Email ID:****Mobile No:****Telephone No.:****Seal of Company**

Annexure 18 (A) - Certificate regarding Procurement from a Bidder which shares land border with India

(To be provided on the Letter head of each OEM duly signed & stamped by their Authorized Signatory.)

To
The Assistant General Manager
I. T. Procurement Department
Punjab National Bank
I.T. Division, Head Office, New Delhi

Sir,

Reg.: Request for Proposal for Supply, Installation and Maintenance of Desktops and Peripherals

We M/s _____, having its registered office at _____ OEM of _____ (item), having model No/version no.: _____, offered in this RFP, through our authorized Service provider, M/s _____, hereby undertake that we have read the clauses stated in the Office Memorandum issued by Ministry of Finance, Government of India on the Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 dated 23 July 2020 and amendments & clarifications hereto regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. We certify that we are not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regard and is eligible to be considered.

If at any time our undertaking is found false or non-compliant with the above order of the Ministry of Finance, Bank may immediately terminate the contract and may take legal action in accordance with the law.

Date: _____

Place: _____

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.

Seal of Company:

Annexure 18 (B) - Certificate regarding Procurement from a Bidder which shares land border with India

(To be provided on the Letter head of the Bidder duly signed & stamped by their Authorized Signatory.)

To
The Assistant General Manager
I. T. Procurement Department
Punjab National Bank
I.T. Division, Head Office, New Delhi

Sir,

Reg.: Request for Proposal for Supply, Installation and Maintenance of Desktops and Peripherals

We M/s _____, having its registered office at _____ have directly participated in the captioned RFP hereby undertake that we have read the clauses stated in the Office Memorandum issued by Ministry of Finance, Government of India on the Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 dated 23 July 2020 and amendments & clarifications hereto regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. We certify that we are not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regard and is eligible to be considered.

If at any time our undertaking is found false or non-compliant with the above order of the Ministry of Finance, Bank may immediately terminate the contract and may take legal action in accordance with the law.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Annexure 19 – Undertaking of Information Security from The Bidder

(to be provided on letter head of Bidder)

To

The Assistant General Manager
I T Procurement Department
Punjab National Bank
I.T. Division, Head Office
New Delhi

Sir,

Reg.: Request for Proposal for Supply, Installation and Maintenance of Desktops and Peripherals.

We hereby undertake that the proposed hardware / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done) which may lead to any data leakage/compromise of the server/solution or any cyber security incident in future.

We also undertake that :-

- (a) The Solution and Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to:
 - (i) Inhibit the desires and designed function of the equipment.
 - (ii) Cause physical damage to the user or equipment during the exploitation.
 - (iii) Tap information resident or transient in the equipment/network.
- (b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software and any loss occurring due to the above may be recovered from the existing contracts.

Date: _____

Place: _____

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Annexure 20 – Undertaking for having Service Support Centers in India

To
The Assistant General Manager
I. T. Procurement Department
Punjab National Bank
I.T. Division, Head Office
New Delhi

Sir

Reg.: Request for Proposal for Supply, Installation and Maintenance of Desktops and Peripherals.

We, M/s_____ hereby submit the following information regarding our Support Offices in India.

We have Support Offices in India at following locations:

Sl. No.	Full Address	Contact Person Name	Designation	Contact Number
1.				
2.				
3.				
4.				
5.				

(Add as many rows as required)

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Annexure 21 – Undertaking for Details of Support Engineers across India

To
The Assistant General Manager
I. T. Procurement Department
Punjab National Bank
I.T. Division, Head Office
New Delhi

Sir

Reg.: Request for Proposal for Supply, Installation and Maintenance of Desktops and Peripherals.

We, M/s_____ hereby confirm that we have at least 1 support engineer stationed in each district headquarter across all states of India. The district wise details of these support engineers is as provided below.

Sl. No.	State	District	Support Engineer's Name	Contact Address	Contact Number
1.					
2.					
3.					
4.					
5.					

(Add as many rows as required)

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Annexure 22- Checklist

Reg.: Request for Proposal for Supply, Installation and Maintenance of Desktops and Peripherals

S No.	Document	Submitted (Yes/No)	Page No.
1.	Copy of the Certificate of Incorporation or any other certificate of registration issued by competent authority from Government of India.		
2.	Letter of confirmation on Bidder company's letter head (self-certified letter).		
3.	Annexure-1 Undertaking from The Bidder		
4.	Annexure-2 Eligibility Criteria of The Bidder		
5.	Annexure-3 Bidder's Information		
6.	Annexure-4 Compliance Statement		
7.	Annexure 5 Performance Certificates		
8.	Annexure-6 Litigation Certificate		
9.	Annexure-7 Undertaking for Non-Blacklisted		
10.	Annexure 8 CA Certificate as per Annexure-8 and Certified copies of Audited Financial statements (Balance sheet & Profit & Loss statement) for the last three (3) Financial years. The CA certificate provided in this regard should be without any riders or qualification.		
11.	Annexure-9 Integrity pact on stamp paper in Original		
12.	Annexure 10 Bank Guarantee in Original		
13.	Annexure-11 Confidentiality-cum- Non-Disclosure Agreement		
14.	Annexure-12 Escalation Matrix (Both OEM & Bidder)		
15.	Annexure-13 Undertaking for Labour Law Compliance		
16.	Annexure-14 Self declaration for compliance to RBI master direction on outsourcing of IT services		
17.	Annexure-16 Manufacturer's Authorisation Form (MAF)		
18.	Annexure-17 Undertaking for being the OEM of the Offered Product		
19.	Annexure-18(A) Certificate regarding procurement from a bidder which shares land border with India		
20.	Annexure-18(B) Certificate regarding procurement from a bidder which shares land border with India		
21.	Annexure-19 Undertaking of Information Security from the bidder		
22.	Annexure-20 Undertaking for having service support centers in India		
23.	All the relevant documents as per the DoT notification dated 29 th August 2018 & Public Procurement (Preference to Make in India) Order 2017 dated 16.09.2020.		
24.	Power of Attorney and Copy of Board Resolution of the Bidder and all the OEMs		

25.	All other relevant documents as sought in the RFP.		
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Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Contact no.:

Seal of Company:

*** Modification to any of the contents of the Annexures may result in disqualification of the Bid.**