

PUNJAB & SIND BANK



REQUEST FOR PROPOSAL (RFP)

FOR

SUPPLY, INSTALLATION AND MAINTENANCE OF TABLETS

Tender No.: GEM/2026/B/7324817 Dated :06.03.2026

Head Office Digital Banking Department

1st Floor, B-38/39, Block-B

Industrial Area Phase I, Naraina

New Delhi-110028

Disclaimer

The information contained in this Request for Proposal (RFP) is provided to the Bidder(s) on the terms and conditions set out in this RFP document. The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of Punjab & Sind Bank with the Bidder. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. The terms and conditions written in this RFP document shall supersede any conflicting terms and conditions mentioned in GeM portal and shall be binding on all bidders.

Punjab & Sind Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Punjab & Sind Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.



GENERAL INSTRUCTIONS TO BIDDERS

The RFP shall be published on the Bank's website (<https://punjabandsind.bank.in>) and on GeM portal (<https://gem.gov.in/>) and notification for the same shall also be published on Central Public Procurement Portal (CPPP).

Procedure for submission of E-tender by bidder:

Interested bidders who wish to participate should visit GeM portal <https://gem.gov.in> which is the ONLY website for bidding their offer. Further, the procedure is as follows:

If any of the dates given above happens to be Holiday in New Delhi, the related activity shall be undertaken on the next working day at the same time.

1. *All Claims made by the Bidder will have to be backed by documentary evidence.*
2. *Bidders to ensure to get themselves registered timely over GeM portal as detailed in the RFP.*
3. *The bid documents and commercial bid shall be submitted online on GeM portal and in physical form(excluding Commercial bid) also, as per this RFP document and as per the provisions and terms & conditions of GeM portal.*
4. *Bank Guarantee towards Earnest Money Deposit (EMD), Integrity Pact and all such Declarations/ Certificate/Forms/ Formats/ Documents etc. asked in the RFP, which need to be submitted on Stamp Paper shall be submitted along with RFP Documents both Online (Scanned Copy) on GeM portal and Offline (Original) within the stipulated timeline by the bidder on or before bid submission timeline.*
5. *The Envelope containing Offline documents(excluding Commercial bid) as mentioned above shall contain the name, address and contact number of the bidder and name of RFP. If the envelope containing such documents is not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the bid's misplacement or premature opening.*
6. *The information and documents provided by the bidders in response to this RFP shall become the property of the Bank and will not be returned. Only the Bank Guarantee towards Earnest Money Deposit/Bid Security shall be returned in accordance with relevant clause of RFP.*
7. *Bids shall be opened as per the process and guidelines of GeM Portal. Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.*
8. *The bidder shall upload all the requisite documents while submitting the bid online on GeM portal as per the terms, conditions and process of GeM Portal. It is bidder's responsibility to ensure submission of all documents at the time of submission of bid online and no request in this regard shall be entertained post completion of bidding timeline.*
9. *The Reverse auction process of bidding will be followed. Only the technically qualified bidders will be asked to participate in the reverse auction, which will be conducted for this purpose. The business rules, terms and conditions of the reverse auction process are available on GeM Portal GeM portal (<https://bidplus.gem.gov.in/bidlists>).*
10. *If bidder is participating in the Reverse Auction, it is advised that Bidders place their bids well before time rather than waiting for auction end time to avoid any last minute glitches (or any network issues or internet response issues etc.) occurring at Bidder's end. Bidders may keep refreshing auction page to ensure that they are connected to server (via internet).*
11. *No Claim of any bidder shall be entertained, whatsoever for delayed submission of their bid at any stage because of any reason. Therefore, bidders are advised to submit their bids well before the scheduled time.*
12. *Any amendments, addendum, modifications, Pre-Bid replies & any communication etc. shall be uploaded over Bank's Website and GeM Portal (i.e. <https://punjabandsind.bank.in/module/tender-list> & <https://gem.gov.in/>) only. No individual communication will be sent to the individual bidder.*
13. *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.*



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Request for Proposal for Supply, Installation and Maintenance of Tablets

Definition

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

- a) 'Bank' means, unless excluded by and repugnant context or the meaning thereof, Punjab & Sind Bank and which has invited bids under this Request for Proposal and shall be deemed to include its successor and permitted assigns
- b) 'RFP' means Request for Proposal for selection vendor for "Supply, Installation and Maintenance of Tablets".
- c) Bidder – An eligible entity/firm submitting a Proposal / Bid in response to this RFP.
- d) 'Contract' means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.
- e) 'Successful Bidder' means the Bidder who emerges successful after completion of Technical & Commercial evaluation of the bids submitted in response to this RFP
- f) Supplier/ Contractor/ Vendor/Seller –Selected Bidder under this RFP.
- g) Bank/ Purchaser/ Punjab & Sind Bank- Reference to the "the Bank", be determined in context and may mean without limitation 'Punjab & Sind Bank '
- h) Proposal/ Bid –the Bidders written reply or submission in response to this RFP.

Abbreviations	Description
BFSI	Banking, Financial Services and Insurance
DBD	Digital Banking Department
MSME	Micro, Small & Medium Enterprises
NSIC	National Small Industries Corporation
OEM	Original Equipment Manufacturer
PO	Purchase Order
PSB	Public Sector Bank
PSU	Public Sector Undertaking
TCO	Total Cost of Ownership
P&SB	Punjab & Sind Bank

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Request for Proposal for Supply, Installation and Maintenance of Tablets

Key Information

Particulars	Details
Tender Number	GEM/2026/B/7324817 dated 06.03.2026
Tender Title	Supply, Installation and Maintenance of Tablets
Price of Tender Copy(Non Refundable)	₹25000 + GST (Rupees Twenty Five Thousand Only) (Non-refundable) should be submitted online before last date of bid submission:
Earnest Money Deposit /Bid Security	₹ 20,00,000.00/- (Rupees Twenty Lakhs only) (Refundable) Earnest Money Deposit / Bid Security should be submitted online or in the form of Bank Guarantee (BG from any scheduled commercial Bank other than Punjab& Sind Bank. BG should be valid up to 225 days from the last date of submission. *MSE (Micro and Small Enterprises), Startup and Seller having annual turnover of ₹ 500 Crore or more, at least in one of the past three completed financial year(s) are exempted from payment of EMD amount if bidder can furnish requisite proof subject to the satisfaction of Bank. However, Traders/ Sole Agents/ Distributors etc. are excluded from this relaxation.
Details of Account to deposit EMD and Tender Fee	<ul style="list-style-type: none">• Account Number – 90355040070003• Account Name – NEFT INWARD STP PARKING ACCOUNT• Type of Account – OFFICE ACCOUNT• Branch – HO DIGITAL BANKING DEPARTMENT, NEW DELHI-110008• IFSC- PSIB0009035
Bid Validity	180 days
Date of Publishing of RFP	06.03.2026
Last Date for Submission of Pre-Bid Query	10.03.2026, 15:00HRS (Queries must be e-mailed to tenders.dbd@psb.bank.in only as per <u>Annexure W</u> in MS-excel format quoting tender reference number in the subject)
Pre-bid Meeting	11.03.2026, 12:00 HRS
Last Date and time for Bid submission	23.03.2026, 15:00 HRS
Eligibility cum Technical bid opening date and time	23.03.2026, 15:30 HRS
Date and Time of Reverse Auction (Through GeM)	To be notified later to Technically qualified Bidder
Date & Time of Reverse Auction (Through GeM)	To be notified later to Technically qualified Bidder
Place of Submission and Opening of Bids Place of Prebid Meeting	Punjab & Sind Bank, HO Digital Banking Department First Floor, B-38/39, Block B, Industrial Area Phase I Naraina, New Delhi-110028

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Mode of Submission	<ul style="list-style-type: none">• Electronically (Mandatory) on or before last date of bid submission.• Hardcopy of the bid documents comprising original Integrity Pact Agreement, Bid Security/EMD(BG) and NDA are to be submitted. within 2days of the Bid submission date on above address.
Contact Persons for any clarifications/ Submission of Bids	Mr. Mukesh Kumar - AGM Mr. Upendra Ray -Chief Manager
Contact Numbers	91-9599607794, +91-8285078008

Note:

- *Tender Fee Exemption: All MSEs(Micro & Small Enterprises) having registration as per provisions of the Public Procurement Policy for Micro and Small Enterprises are exempted from submission of Tender Fee.*
- *EMD Exemption:*
 - Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product or Service (Primary Product / Service - in case of bunch bid with total value wise evaluation) and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process.*
 - Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Startup Recognition Certificate which is to be uploaded while bidding. Bidder to ensure that turnover for any of the financial years has not exceeded beyond limits prescribed in the certificate / Start Up scheme of DPIIT.*
 - Sellers / Service Provider having annual turnover of ₹ 500 Crore or more, at least in one of the past three completed financial year(s) shall be exempted from furnishing Bid security (EMD) only.*
 - Any other GeM - General terms & conditions (GTC) with valid supportive documents submitted by the bidders and subject to the verification of the same.*

Relevant Certificates should be submitted by the bidder in this regard to avail exemption(s).



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1. Introduction

Punjab & Sind Bank, a Banking company incorporated under the Banking Companies (Acquisition & Transfer of Undertaking) Act. No. 40 of 1980 (hereon referred to as 'PSB' or the 'Bank') is a major Public Sector bank. The Bank's Corporate Office is in East Kidwai Nagar, New Delhi and its HO Digital Banking Department at 1st Floor, B-38/39, Block B, Industrial Area Phase I Naraina, New Delhi-110028. The Bank has a national presence through a widespread network of 1620 branches all networked under Centralized Banking Solution on Finacle-10. It also has a network of more than 1124 ATM(s) spread across the country including onsite and offsite ATMs as well. With more than 116 years of customer services, the Bank has a large satisfied clientele throughout the country. For enhancing customer convenience levels and overall inter-branch efficiency, the Bank has been a frontrunner in implementing various IT enabled products. Bank has already launched various delivery channels such as Internet Banking, Mobile Banking, and ATMs.

2. Objectives of the RFP

- 2.1. Bank invites technically complete and commercially competitive proposals from reputed manufactures/ authorized partner /representatives for supply, Installation, configuration and maintenance of 2000 numbers of Tablets (along with adaptor, tempered and Cover case). This invitation of Bids is open to all Original Equipment Manufacturers (OEMs) having presence in India or their Authorized Partner/Representative in India, provided firms fulfill the minimum qualification criteria as per Annexure C. In case of authorized Partner /representative a letter of authorization to this effect from OEM must be furnished.
- 2.2. Bidder who is interested in participating in this RFP must fulfill the eligibility criteria mentioned in the document and also in a position to comply the technical specification.
- 2.3. Apart from the above the bidder must also agree to all our terms & conditions mentioned under this RFP.
- 2.4. Bank may not accept any deviations from the terms and conditions specified in the tender. Deviations could result in disqualification of the offer made by the vendor at the discretion of the Bank.

3. Integrity Pact and Independent External Monitors

Bidders, only those who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as Annexure Q for strict compliance.



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The following Independent External Monitors (IEMs) have been appointed by the Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

Name	Email
Sh. Debal Kumar Gayen	gayen.dk@gmail.com
Sh. Pramod Kumar Garg	pkgarg.1957@gmail.com

4. Invitation of Tender Bids

This RFP is an invitation for bidder's responses. No contractual obligation on behalf of the Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed & executed by duly authorized officers of the Bank and the successful bidder. However, until a formal contract is prepared and executed, this offer together with Bank's written acceptance & notification of award shall constitute a binding contract with the successful bidder.

Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the RFP document. Failure to furnish any information required by the RFP document or to submit a bid not substantially responsive to the RFP document in every respect will be at the Bidder's risk and shall result in the rejection of its bid. The procedure and terms & conditions for submission of bid are enumerated in this RFP.

All offers of the bidders shall be unconditional and once accepted whether with or without modifications by the Bank shall be binding between the Bank and such Bidder.

The RFP Document can be downloaded from Bank's Website www.punjabandsind.bank.in or from GeM portal <https://gem.gov.in>.

The response should be uploaded online at the GeM portal <https://gem.gov.in>

5. Eligibility Criteria

5.1 Eligibility criteria for the Bidder to qualify this stage is clearly mentioned in Annexure C. The technical bids of only those bidders who qualify in the eligibility criteria will be evaluated. Document/s in support of eligibility criteria are required to be submitted along with the Technical Bid. Offers received from the bidders who do not fulfill any of the following eligibility criteria are liable to be rejected.

Note: Bidder must comply with the above-mentioned criteria. Non-compliance to any of the criteria can entail rejection of the offer. Photocopies of relevant documents/certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria. The Bank reserves the right to verify/evaluate the claims made by the bidder independently. Any misrepresentation will entail rejection of the offer.

5.2 The bidders are required to submit unambiguous documentary evidences, in support



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of their meeting the above eligibility criteria. The bidder must comply with all above mentioned criteria. Non-compliance of any criteria will entail rejection of the bid summarily.

5.3 Bank reserves the right to verify/evaluate the claims made by the bidder independently. Any decision of the Bank in this regard shall be final, conclusive and binding upon the bidder. The Bank may accept or reject an offer without assigning any reason what so ever.

All documentary evidence/ certificates confirming compliance criteria should be part of eligibility criteria.

6. Scope of Work

Bank intends to purchase 2000 Tablets for operating various Bank's applications and its eco system viz PSB UniC(Internet Banking/Mobile Banking), Video KYC, Tablet Banking, Customer Relationship Management (CRM) etc. Bank therefore intends to engage vendor for Supply, Installation, Commissioning, Configuration, and Maintenance of Tablets. The Tablets supplied should be compatible with current software used by Bank for seamless integration of various applications and Mobile apps of the Bank. The Tablets being procured by the Bank will be used for any of the android based Mobile Apps / Web Based applications used in Bank.

6.1. Requirement:

6.1.1. Brand new Tablets along with adaptor, tempered and cover case should be supplied as per the specification mentioned in Annexure D with preloaded latest Android Operating System.

6.1.2. OEM warranty should be given for the period of 3 years to all Tablets supplied through this RFP with one onsite support as per Bank requirement.

6.2. Security Features:

6.2.1. Supplied Tablets should be preloaded minimum required Apps along with Anti- virus and to be able to upgrade as per the latest Version of required Operating System from time to time.

6.2.2. Device Lock: In case of lost or stolen, enabling native device authentication (PIN, Password, pattern etc.) to reduce risk of application, data or connection misuse.

6.2.3. Anti-Theft measure: Remote lock or data wipe to stop missing Tablets being misused.

6.2.4. Over the Air Encryption: Tablets can secure web & email with SSL/TLS, Wi-Fi with WPA2.

6.2.5. Stored Data Protection: Methods to protect stored data which insulate business data from personal data making it easier to wipe the former without the latter. In case of



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any lost theft of tablet, system/ central server should have the capability to delete /remove the data of lost Tablet immediately so that fraudster may not get access of the confidential information from the lost Tablet.

6.2.6. Mobile Application Controls: Contemporary mobile operating systems employ code signing, data caging and features restrictions to deter malware.

6.2.7. Access: Access of only limited and authorized applications to be provided in Tablets.

6.2.8. The Tablets are to be controlled at centralized level with all security features under MDM solution. Vendor will deploy project manager and engineers for the installation of Hardware and migration activities as part of the project till the completion of the project.

6.3. The Tablets should integrate under Banks MDM solution.

6.4. The Tablets should be compatible with Android Enterprise Zero Touch Enrollment (ZTE) which helps users to deploy the applications remotely from centralized location.

6.5. The Tablets should be able to integrate with Banks CRM solution / LAS application/ EKYC Solution and other apps like PSB UniC/Email/ Maps/ SMS/ Whatsapp/ Telegram, Microsoft Team, Adobe PDF, Microsoft office Access to DMZ environment.

6.6. The proposed Tablet and its O/S should be latest model and should be supported by the OEM for next three years. It should not use any of the prohibited Hardware / Software items prescribed by RBI, Cert-IN and Govt. of India.

6.7. Tablets should not contain any malware or RAT kit or any malicious applications or software while handing over to Bank.

7. Proof of Concept

7.1. Bidder's as part of technical evaluation need to do a Proof of Concept (POC) and demonstrate their proposed Tablet as per criteria mentioned below. The bidder should arrange a demo of the quoted model in our office in Delhi immediately within 2 days after intimation from the Bank. The demo needs to be arranged at the cost of the Bidder.

7.2. As part of the POC the bidder should present and demonstrate the features of the proposed Android Based Tablet.

7.3. POC will be based on the following conditions:

7.3.1 The POC would be done to check whether the proposed model meets the Technical Specifications as mentioned in the Annexure D and Scope as per Clause 6.

7.3.2 All and any cost associated with demonstrating the POC (including provision of



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- Tablet, technical resources, travel cost, boarding cost etc.) to be borne by the bidder.
- 7.3.3 Bank reserve its right to extend / shorten the period of POC where needed.
 - 7.3.4 Bank's Tab Banking Application for smooth functionality of the device.
 - 7.3.5 Any bidder who is not complying with the above POC will be technically disqualified and only who meet these criteria would only qualify for the commercial bid opening.
 - 7.3.6 Those bidders who do not fulfil any of the above criteria or are not able to arrange for demonstrate their proposed product at our office, as per Bank's requirement will be rejected as part of POC. Bidders who have failed in the POC will automatically stand disqualified in technical evaluation. Only those bidders who qualify in eligibility and technical evaluation would be short-listed for Commercial Bid Evaluation.
 - 7.3.7 The Bank's officials may visit reference sites provided by the bidder if deemed necessary. The reference site which will be visited by the Bank officials should be installed with the proposed make. The Bank at its discretion may reject the proposal of the bidder in case the responses received from the site visited are negative or the Android based Tablet does not meet Bank's technical /functional requirement and / or in case there are no such reference sites with the requirement detailed.
 - 7.3.8 The Bank reserves the right to modify the configuration of Hardware thereof to be ordered.
 - 7.3.9 Bidders who meet these eligibility cum technical criteria would only qualify for the commercial bid opening.

8. Factory Testing

Bank reserves the right, but not under any obligation, to undertake a 'pre-shipment' inspection of the hardware items in a factory test environment. For this purpose, Bank's personnel or authorized representative may visit the factory site and expenditure for the same will be borne by Bank. Bidder has to arrange necessary permission, if any.

9. Right to Alter Quantities

- 9.1. The Bank reserves the right to alter quantities as also to delete/add some items specified in this offer. The Bank may, at its discretion, place orders based on the requirement of the Bank within 24 months from the date of first Purchase Order.
- 9.2. The Bank also reserves right to place further/repeat orders (up to 25% of the actual quantity) on same terms and conditions within a period of 24 months from the date of purchase order.

10. Terms of Execution of Work

The successful bidder should deliver the Tablets within 2 weeks from the date of the



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Purchase order. In case of delay in delivery of equipment, penalty will be charged as mentioned in Liquidated Damages clause.

The successful bidder shall complete the installation and configuration within 2 weeks from date of delivery. Any delay beyond stipulated period will attract additional penalty, as mentioned in the LD clause. Part of the week will be considered as full week.

11. Locations to be Covered

The Tablets being procured is to be delivered & installed in our branches across the country. The exact locations to be supplied and installed will be shared with successful bidder. However, the Bank reserves the right to change locations/add new locations as per Bank's requirement before delivery of the order.

12. Prize Freezing

The prices finalized in this RFP process shall remain valid for the contract period of 2 years from the date of first Purchase Order with 3 years of warranty.

13. Cost of Bidding

The Bidder shall bear all the costs associated with the preparation and submission of its bid and the bank, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

14. Language of Bid

The language of the bid response and any communication with the Bank must be in written English only. Supporting documents provided with the RFP response can be in another language so long as it is accompanied by an attested translation in English, in which case, for purpose of evaluation of the bids, the English translation will govern.

15. Cost of RFP

15.1 A complete set of tender document can be obtained from the following address during office hours on all working days on submission of a written application. The tender document may also be downloaded from the Bank's official website www.punjabandsind.bank.in or from GeM portal <https://gem.gov.in>. The bidder participating in the RFP is required to submit a non-refundable fee of **₹ 25,000+ GST (Rupees Twenty Five Thousand + GST Only)** through NEFT, at the time of submission of the bid, failing which the bid of the concerned



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bidder will be rejected. The bidder has to submit the UTR no. generated after the NEFT, failing which the bid of the concerned bidder will not be accepted.

The details of the Bank account for submission of Tender Fee are given below:

Account Number – 90355040070003

Account Name – NEFT INWARD STP PARKING ACCOUNT

Type of Account – OFFICE ACCOUNT

Branch – HO DIGITAL BANKING DEPARTMENT, NEW DELHI-110008

IFSC- PSIB0009035

15.2 All costs and expenses (whether in terms of time or material or money) incurred by the bidder in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Bidder.

16. Bid Security/Earnest Money Deposit (EMD) (Refundable)

16.1 The bidder should deposit bid security of ₹20,00,000.00/- (Rupees Twenty Lakh only) online or in the form of Bank Guarantee issued from Scheduled Commercial Bank other than Punjab & Sind Bank. In case of BG, it is to be submitted in physical form on or before last date & time of bid submission. Bank Guarantee should be valid for minimum 180days from the date of submission of bids with claim period of 45 days.

16.2 The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). The format for submission of EMD in the form of Bank Guarantee is as per Annexure T. Any bank guarantee submitted in physical mode, including EMD/Bid Security which cannot be verifiable through SFMS will be rejected summarily. IFSC Code for issuance of Bank Guarantee is PSIB0000181.

16.3 In case of bidders registered with NSIC/Udyog Aadhaar/ Udyam registered as MSE Company or Startups as recognized by Department of Industrial Policy & Promotion(DIPP), they are eligible for waiver of EMD. However, MSE bidders need to provide valid NSIC/MSME Certificate clearly mentioning that they are registered with NSIC under single point registration scheme or Udyog Aadhaar and Startups need to provide the Startup certificate by DPIIT.

16.4 Sellers / Service Provider having annual turnover of ₹500 Crore or more, at least in one of the past three completed financial year(s) shall be exempted from furnishing Bid security (EMD) only.

16.5 EMD exemption, as per any other GeM - General terms & conditions (GTC), is also



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allowed with valid supportive documents submitted by the bidders and subject to the verification of the same.

16.6 Other terms & conditions relating to Bid security is as under:

- i. No interest will be payable on the Bid Security amount.
- ii. Unsuccessful Bidders' Bid security will be returned after completion of tender process. Unsuccessful Bidders should submit the Letter for Refund of EMD/Bid Security for returning of the bid security amount as per Annexure U.

16.7 Bid Security will be forfeited in the following cases:

- a) If a bidder withdraws its bid during the period of bid validity; or
- b) If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract.
- c) In case of a successful Bidder, if the Bidder fails:
 - i. To execute Contract within the stipulated time or
 - ii. To furnish Performance Bank Guarantee as mentioned in Performance Bank Guarantee herein.

16.8 The successful bidder's Bid security will be discharged upon the bidder signing the Contract Agreement and against submission of Performance Bank Guarantee (other than Punjab & Sind Bank) with the claim period of 1 year as per the format mentioned in Annexure V, for 5% of TCO, valid for the entire contract period.

16.9 Bidder who is claiming waiver of EMD should submit an undertaking in lieu of Bid security deposit. Bidder should submit bid security declaration as per Annexure P

17. Performance Bank Guarantee (PBG)

17.1 The PBG is required to be submitted by the successful bidder to protect the interest of the Bank against delay in supply/installation and or the risk of non-performance or failure to perform any obligation(s), either fully or partially, of the successful Bidder in respect of implementation of the project, or performance of the agreement(s) pursuant to this RFP.

17.2 The successful bidder should submit Performance Bank Guarantee for 5 years within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure V, 5 % of the TCO for the entire period of the contract and warranty i.e. 5 years, with a claim period of 1 year and such other extended period as the Bank may decide for due performance of the project obligations. The PBG should be that of scheduled commercial bank other than Punjab & Sind Bank.

17.3 The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). Any bank guarantee submitted in physical mode, including EMD/Bid Security which cannot be verifiable through SFMS will be rejected summarily. IFSC Code for issuance of Bank Guarantee is PSIB0000181.



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- 17.4 For compliance of any amendment in GFR 2017 or any other guidelines of Govt. during any time of contract period, the Bank may ask the successful bidder to submit revised PBG which must be submitted by the bidder within 30 days from date of such instruction of Bank.
- 17.5 The PBG must be duly accompanied by a forwarding letter issued by the issuing bank on the printed letterhead of the issuing bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favour with authorization to sign the documents. Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number.
- 17.6 Further, in case the selected Bidder fails to submit performance bank guarantee within the time stipulated, penalty of ₹2,000/- per day, subject to maximum 5% Total contract value will be levied. Bank shall invoke the Performance Guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or Bank incurs any loss due to Bidder's negligence in carrying out the obligation as per the agreed terms & conditions. Bank also reserves the right to cancel the order in case of non-submission of PBG by the bidder.
- 17.7 The Bidder will fulfil its commitments under the Agreement in line with the timeline provided in the Request for Proposal (RFP). The Bank will offer a 15-day cure period if the Successful Bidder delays project implementation beyond the timeframes specified in the RFP or materially violates the terms and conditions of the contract.
- 17.8 If, after a 15-day cure period, the selected bidder doesn't fulfill the contractual obligations or if the bank suffers any losses as a result of the bidder's carelessness in fulfilling the obligation in accordance with the agreed terms and conditions or any act of the supplier results in imposition of Liquidated Damages then bank reserves the right to invoke the PBG.
- 17.9 The Bank shall also be entitled to make recoveries from the Successful Bidder's bills, Performance Bank Guarantee, or any other amount due to it, the equivalent value of any payment made to it by the Bank due to inadvertence, error, collusion, misconstruction or misstatement. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to the Bank as compensation by the Successful Bidder for its failure to complete its obligations under the contract. Bank shall notify the Successful Bidder in writing of the exercise of its right to receive such compensation within 15 days, indicating the contractual obligation(s) for which the Successful Bidder is in default. Once the maximum deduction equivalent to PBG is reached, the Bank may consider termination of the Agreement.
- 17.10 In case the Rate Contract is extended after the Rate Contract Period, then the PBG will be reviewed again after completion of the period and a fresh PBG will be provided by the successful bidder for the extended period of rate contract in accordance with the above clauses.



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17.11 The successful bidder shall ensure that the Performance Bank Guarantee to be issued at its request in the favour of Bank, under the terms of the RFP/SLA, shall be submitted to the Beneficiary Bank directly by the issuing bank under Registered Post (A.D.).

18. Period of Validity of Bids

Bids should remain valid for the period of at least 180 days from the last date for submission of bid prescribed by the Bank. In case the last date of submission of bids is extended, the Bidder shall ensure that validity of bid is reckoned from modified date for submission. Further extension of the validity of the bid will be decided by the Bank in case of need. The price quoted in Final Commercial Offer will be valid for at least 180 days from the date of offer. Purchase order will be issued as and when required within a period of two years. Warranty will start from date of sign off for respective Tablets.

19. Amendment of Bidding Documents

Prior to the last date for bid-submission, Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from the prospective Bidders, modify the RFP contents/ covenants by amendment. Clarification /amendment, if any, will be notified on Bank's website. No individual communication would be made in this respect. In order to provide, Bidders, reasonable time to take the amendment into account for preparing their bid, the purchaser may, at its discretion, extend the last date of submission of bids.

20. Authorization to Bid

The bid being submitted would be binding on the Bidder. As such, it is necessary that authorized personnel of the firm or organization sign the bid documents. The designated personnel should be authorized by a senior official of the organization having authority.

20.1 All pages of the bid shall be initialed by the person or persons signing the bid.

20.2 Required Annexures shall be digitally signed/signed in full & official seal affixed.

20.3 Any inter-lineation, erasure or overwriting shall be valid only if they are initialed by the person or persons signing the Bid.

20.4 All such initials shall be supported by a rubber stamp impression of the bidders firm.

20.5 The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a bid commitment. The letter should also indicate the complete name and designation of the designated personnel.

20.6 The bidder shall submit the following to authorize an official or officials of the company to discuss, sign the Bid with the Bank, raise invoice and accept payments and also to correspond:



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- a) A true copy of the Board Resolution duly certified by company secretary or person authorized by the Board.
- b) If power further delegated to another person, then Power of Attorney along with a true copy of the Board Resolution certified by company secretary or person authorized by the Board by virtue of which POA is executed.

21. Bid Submission-Two Part Bid

The bid should be submitted online on GeM portal <https://gem.gov.in/> by the bidder. The physical copy of bid will be considered for scrutiny/evaluation if it is submitted online as well. It should comprise the following components:

I. **Technical bid - Part I:** "Technical Bid for RFP for Supply, installation and Maintenance of Tablets".

All Annexures and supporting documents sought under this RFP, excluding **Annexure G-Commercial Bill (Indicative)**, will be the part of the Technical Bid (Part I).

II. **Commercial bid - Part II:** "Commercial Bid for Supply, installation and Maintenance of Tablets".

Note: The Technical bid - Part I comprising the original EMD/Bid Security, Non-Disclosure Agreement and Integrity Pact, signed by the authorized signatory(ies) have to be submitted to the address mentioned in the Key Information within 2 days of last date of online bid submission..

Any bid document not conforming to any one of the above terms will be rejected.

In the first stage, Technical Bid will be opened online and only those bidders who have submitted their bids online will be evaluated. Under the second stage, bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document only shall be short-listed for commercial evaluation. Under the second stage, the Commercial Bid of only those bidders, whose technical bids are qualified will be opened for finalization of L1 bidder.

21.1 Technical Bid

The Technical Bid has to be submitted in online and in physical form also. The bidder has to ensure the following:

21.1.1 The Technical Bid - Part I should be complete in all respects and contain all information asked for in this document. It should not contain any price information.

21.1.2 Non-Disclosure Agreement as per Annexure J ,Integrity Pact (IP) as per Annexure O, and Bid Security (if not exempted) of ₹20,00,000.00/-(Rupees Twenty Lakh only) in the



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form of Bank Guarantee as per Annexure T have to be executed on Non-Judicial stamp paper duly signed by authorized signatories of the company /Firm/Organization and to be submitted in original to “Punjab & Sind Bank, HO Digital Banking Department, B-38/39, Block B, Industrial Area Phase I, Naraina, New Delhi-110028” within 2 days of the last date & time of online bid submission along with all other Annexures and supportive documents to be submitted as a part of Technical Bid.

21.1.3 The scanned copy of Non-Disclosure Agreement as per Annexure J ,Integrity Pact (IP) as per Annexure O, and Bid Security (if not exempted) as per Annexure T, have to be submitted online also as a part of Technical bid.

21.1.4 The following documents, as a part of Technical Bid, are to be submitted online at the GeM portal, <https://gem.gov.in/>, and hardcopy to be submitted on the given address.

Annexure A - Letter of Acceptance

Annexure B - Bidder's Profile Format

Annexure C - Eligibility Criteria

Annexure D - Technical Specification

Annexure E - Compliance to RFP Terms & Conditions

Annexure F - Un-priced Commercial Bid

Annexure H - Declaration for Compliance

Annexure I - Undertaking by Bidder

Annexure J - Confidentiality / Non-Disclosure Agreement

Annexure K - Reference Site Details

Annexure L - Know Your Employee (KYE) Clause

Annexure M - Certificate of Local Content

Annexure N - Undertaking of Authenticity for Hardware

Annexure O - Integrity Pact (IP)

Annexure P - Bid Security Declaration

Annexure Q - Restriction on Procurement Due to National Security

Annexure R - Undertaking of Information Security

Annexure T - Bid Security

Annexure X - Escalation Matrix

Annexure Y - Compliance Statement-Reverse Auction

Annexure Z - Letter of Authority for participation in Reverse Auction

21.1.5 The Bid should be signed by the authorized signatory of the bidder. A power of attorney supporting with Board resolution or Board Resolution alone, to that effect shall be submitted by the bidders and should be uploaded online on portal along with technical bid.

21.1.6 All the annexures should be submitted online in letter head of bidder duly signed with



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seal of the company. Photocopies of relevant documents / certificates as proof in support of various information submitted in aforesaid annexure and other claims made by the bidder.

- 21.1.7 The bidder has to submit the documents and brochures pertaining to product that will be deployed in the proposed solution.
- 21.1.8 Signed and Sealed copy of all the pages of RFP and corrigendum if any, to be submitted online along with the technical bid.
- 21.1.9 The bidder should ensure that all the annexure is submitted as prescribed by the Bank. In case it is not in the prescribed format, it is liable to be rejected.
- 21.1.10 The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- 21.1.11 The Bank further reserves the right to reject any or all proposal based on its own evaluation of the proposal received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder.
- 21.1.12 The Bank reserves the right to disqualify the bidder/(s) if bidder/(s) have not completed any project successfully in Bank in stipulated time i.e. supply, Installation, Implementation, migration, upgradation, support etc.
- 21.1.13 The Bank reserves the right to modify any terms, conditions or specifications of RFP before date of submission of bids. Bidder has to submit bid documents as per the changes/modifications while submitting the bid. Notification of amendments/corrigendum will be made available on the Bank's website (<https://punjabandsind.bank.in>) and on GeM portal (<https://gem.gov.in/>) and will be binding on all bidders and no separate communication will be issued. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of bids. No post bid clarification of the bidder shall be entertained.

21.2 Commercial Offer(Indicative)

The commercial offer, which is indicative, must not contradict the Technical offer in any way and should include the cost of all the items offered. The suggested directive for Commercial offer is as follows:

- 21.2.1 The Commercial Offer should be submitted **online only** at the GeM portal as per Annexure G by way of entering the values in the format provided at the site. This must contain all prices in Indian rupees (INR).
- 21.2.2 The bidders should not offer any options or any conditional offers to the Bank while giving the price information. The offer should strictly be in conformity with the items



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as specified by the Bank. Any deviations may lead to disqualification of the bid.

22. Pre-bid Meeting and RFP Clarifications

For the purpose of clarifications of doubts of the bidders on issues related to the RFP, Bank will hold a pre-bid meeting on the date & time as indicated in the RFP. It may be noted that no query of any bidder shall be entertained / received after the mentioned date. Queries raised by the prospective bidders and the Bank's response will be available at Bank's web site. Only authorized representative of bidder (maximum two) will be allowed to attend the Pre-bid meeting. Interested bidders are required to submit a letter from authorized signatory of the organization through the emails mentioned in this RFP along with details including name, organization, designation, mobile number, etc. one day prior to scheduled Pre-bid meeting date by 5.00 pm with subject mentioning as "**Pre-bid Meeting for RFP** for Supply, Installation and Maintenance of Tablets".

Non- attendance at the Pre-bid Meeting will not be a cause for disqualification of a bidder. Queries / clarifications will not be entertained over the phone. All queries and clarifications must be sought by email to tenders.dbd@psb.bank.in with subject "**Queries to RFP for Supply, Installation and Maintenance of Tablets**" as per Annexure W.

The Bidder is requested to collate and submit queries together to seek clarifications / responses from Bank. The Bidder should ensure that all the queries and clarifications are communicated in email on or before the date given as per schedule of events of this RFP document. Bidders are requested to visit Bank's website for clarifications and other communications.

Any modification of the RFP, which may become necessary as a result of the Pre- bid Meeting, queries, shall be made public by the Bank exclusively through the issue of an Addendum/Corrigendum on Bank's website www.punjabandsind.bank.in and GeM portal <https://gem.gov.in/>

23. Other Terms and Conditions of RFP

23.1 Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.

23.2 By submitting a proposal, the successful bidder agrees to promptly contract with the Bank for the work awarded to the successful bidder. Failure on the part of the awarded bidder to execute a valid contract with the Bank will relieve the Bank of any obligation



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to the bidder, and a different bidder may be selected based on the selection process.

- 23.3 The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the solution to be supplied in response to this RFP shall meet the proposed bidder's requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder for responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.
- 23.4 All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the bidder. The Bank shall not be responsible for any judgments made by the bidder with respect to any aspect of the Service. The bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this tender document.
- 23.5 It would be the responsibility of the bidder to arrange / obtain necessary road permits or any other document for delivery of the deliverables till Bank's premises. The bidder shall arrange road permit for locations applicable at no extra cost to the Bank. The Bank would not assume any expenses incurred by the bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidders.

24. Other RFP Requirement

This tender document may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions including eligibility criteria of the tender document and its subsequent addendums as it deems necessary at its sole discretion.

- 24.1 No Commitment to Accept Lowest bid or Any Tender - The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the



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right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar credentials of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to bidder.

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

24.3 The price payable to the Bidder shall be inclusive of carrying out any modifications changes / upgrades to the application and other software that is required to be made in order to comply with any statutory or regulatory requirements or any industry-wide changes arising during the subsistence of the contract/ agreement, and the Bank shall not pay any additional cost for the same. The Bidder needs to provide with the details about all such items considered in the RFP.

24.4 In case the selected bidder refuses to accept/execute the purchase order, Bank reserves the right to forfeit the EMD/security deposit, blacklist/debar the said vendor in such eventuality without giving any notice thereof in this regard for a period of two years from the date of blacklisting/debarment.

25. Bid Evaluation

The Bank will scrutinize the Bid/s received to determine whether they are complete in all respects as per RFP. The Bids which do not fulfill the Eligibility Criteria and all Terms and Conditions during preliminary evaluation will not be taken up for detailed evaluation. The evaluation will be a two-stage process:

25.1 Technical Evaluation

25.1.1 In this stage, exemptions claimed by the bidders, EMD/Bid Security and Integrity Pact (IP) signed by authorized signatory(ies) submitted by bidder will be verified/reviewed and if these are found appropriate and as per prescribed format/RFP document then only TECHNICAL BID will be evaluated

25.1.2 During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/ e-mail seeking explanation,



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if the bidder does not comply or respond by the date, their bid will be liable to be rejected. If any part of the technical specification offered by the bidder is different from the specifications sought in our RFP, the bidder has to substantiate the same in detail there as on of their quoting a different specification than what is sought for, like higher version or non-availability of the specifications quoted by us, invariably to process the technical offer and it should be compatible to our application.

25.1.3 Setting of evaluation criteria for selection purposes shall be entirely at the discretion of the Bank. The decision of the Bank in this regard shall be final and no correspondence shall be entertained in this regard.

25.1.4 The Bank may, at its discretion, waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation and financial impact, provided such waiver does not prejudice or affect the relative ranking of any bidder. Wherever necessary, observations on such 'minor' issues (as mentioned above) Bank may be conveyed to the bidder, asking them to respond by a specified date also mentioning therein that, if the bidder does not respond by the specified date, their bid will be liable to be rejected.

25.2 Commercial Evaluation of Indicative Bid:

The Commercial bids of only technically qualified short listed bidders will be eligible for finalization of L1 bidder as per Annexure G.

25.2.1 Reverse Auction (RA) would be conducted amongst all the technically qualified bidders except the Highest Quoting Bidder. The technically qualified Highest Quoting Bidder will not be eligible to participate in RA. However, H-1 will be allowed to participate in RA in following cases:

- a) If number of technically qualified bidders are only 2 or 3.
- b) If Buyer (Bank) has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- c) In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- d) If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L- 1.
- e) If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non- MII (Make in India) L-1.

25.2.2 The final decision on the bidder will be taken by the Bank. Punjab & Sind Bank reserves the right to reject any or all proposals. Similarly, it reserves the right not to include any bidder in the final short-list.

25.2.3 The Bank shall follow all the guidelines/notifications for public procurement.



26. Preference to Make in India

26.1 Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) and revised order issued vide GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion letter no. P- 45021 /2/2017(BE-II) dated 04.06.2020 will be applicable for this RFP and allotment will be done in terms of said Order as under:

- a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- b) If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' Within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c) "Class-II local supplier" will not get purchase preference in any procurement.

26.1.1 Definitions

- a. "Local content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- b. "Class-I local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this order.
- c. "Class-II local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.
- d. "Margin of purchase preference" means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

It is mandatory to submit Annexure U - Certificate of Local Content as per Preference



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to Make in India. Bidder must be Class I or Class II or Class III local supplier for participating in this tender.

26.1.2 Verification of local content

- a. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification as per Annexure M that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

26.1.3 The Bank shall follow all the guidelines/notifications for public procurement.

27. Restriction on Procurement due to National Security

Reference is made to Government of India order F. No. 7 /86/2020/BOA-I dated 07.08.2020 on restrictions on procurements from bidders from a country or countries, on grounds of defence in India, or matters directly or indirectly, related thereto, including national security.

27.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

27.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

27.3 "Bidder from a country which shares a land border with India" for the purpose of this Order means: -

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or.
- f. A natural person who is a citizen of such a country; or



- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

27.4 The beneficial owner for the purpose of (27.3) above will be as under:

27.4.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation

- a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

27.4.2 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

27.4.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals; Where no natural person is identified under (16.15.1 /2/3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

27.4.4 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

27.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

27.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.



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28. Reverse Auction

- 28.1 Indicative Price bid will be only for the purpose of determining Start price for reverse auction and elimination of H1 bidder. Final Item wise price shall be arrived after Reverse Auction. Bank will conduct Reverse Auction as per GeM guidelines in which all the technically qualifies bidders after elimination of H1 Bidder (if applicable) will be eligible to participate.
- 28.2 The business rules, terms and conditions of the reverse auction process are available on GeM Portal GeM portal (<https://bidplus.gem.gov.in/bidlists>).
- 28.3 Bank will hold Reverse Auction in the event of two or more bidders are commercially eligible.
- 28.4 The L-1 bidder will be determined on the basis of the lowest Total Cost of Operation (TCO) as per Indicative commercial bids -Annexure G.
- 28.5 The bidders who has quoted the least TCO shall be treated as L1 bidder and Bank reserves the right to further negotiate with L1 bidder and finalize the final TCO.
- 28.6 In case of any situation where Bank is left with only one eligible bidder, then Bank reserves the right to negotiate with that bidder to arrive the final TCO.

29. Award of contract

29.1 Purchase Preference:

Purchase Preference to Micro and Small Enterprises (MSEs), Start-ups and Purchase Preference linked with Local Content (PP-LC) shall be applicable subject to full compliance of other terms and conditions of the RFP and Contract. Following are the conditions applicable as per the Government of India Guidelines on Purchase Preference.

29.1.1 Micro & Small Enterprises [MSEs]:

Procurement through MSEs (Micro & Small Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification no. D.L.-33004/99 dated 23.03.2012 and as amended from time to time. Following are the conditions applicable as per the Government of India Guidelines:

MSEs should provide proof of their being registered as MSE for the item under RFP along with their offer, with any agency mentioned in the Notification, including:

District Industries Centers or

- i. Khadi Village Industries Commission or
- ii. Khadi & Village Industries Board or
- iii. Coir Board or National Small Industries Corporation or



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- iv. Directorate of Handicrafts & Handloom or
- v. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
- vi. Udyam Registration Certificate
- vii. MSEs are exempted from paying EMD, subject to furnishing of valid certificate for claiming exemption.
- viii. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Punjab & Sind Bank as per annexure.
- ix. The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.
- x. Kindly note that no relaxation in any of the eligibility criteria will be provided to MSE bidders.
- xi. The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.

29.1.2 Start-up:

- i. Applicable for Indian Bidders only as defined in gazette notification no. D.L-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time.
- ii. As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in RFP document.
- iii. Further, the Start-ups are also exempted from submission of EMDs.
- iv. For availing the relaxations, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.
- v. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Punjab & Sind Bank as per Annexure.



29.1.3 Procurement through Local Suppliers (Make in India):

Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 16.09.2020 has notified revised guidelines to be followed to promote manufacturing and production of goods and services in India under “Make in India” initiative.

- i. “Local content” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- ii. “Class-I Local Supplier” means a supplier or service provider whose goods, services or works offered for procurement meets the minimum local content as prescribed for Class-I local supplier under this order.
- iii. “Class –II Local Supplier means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for ‘Class –II Local supplier’ but less than that prescribed for ‘Class –I Local supplier’ under this order.
- iv. ‘Non-Local Supplier’ means a supplier or service provider, whose goods, services or works offered for procurement has local content less than that prescribed for ‘Class-II Local Supplier’ under this order.
- v. The ‘local content’ requirement to categorize a supplier as ‘Class I Local Supplier’ is minimum 50%. For ‘Class-II Local supplier’ the ‘local content’ requirement is minimum 20%.
- vi. The margin of Purchase preference shall be 20%.
- vii. Purchase preference for local supplier, self-certification, compliance, monitoring and other terms & conditions shall be as per the aforesaid Guidelines/Notifications. The Guidelines may be treated as an integral part of the RFP documents.
- viii. In cases of procurement for a value in excess of ₹10 Crores, the ‘Class-I Local supplier’/‘Class –II local supplier’ shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost account or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- ix. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules issued by the Ministry of Finance for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- x. All the relevant documents/information regarding claim for preferential treatment under this policy must be submitted along with offer by the tenderers. Post tender submission of these information/documents shall not be considered. Further firms seeking these considerations shall be completely responsible for the truthfulness and authenticity of their claim for these benefits.



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29.1.4 Ministry of Electronics and Information Technology (MeitY):

- i. In furtherance of the Public Procurement (Preference to Make in India) Order 2017 notified vide reference cited above, Ministry of Electronics and Information Technology, Government of India has issued revised Public Procurement (Preference to Make in India) Order 2019 for cyber security products vide reference File No.1(10)/2017-CLES dated 06/12/2019.
- ii. The bidders complying with all the guidelines in this regard and providing supporting documents along with the bid can only participate in this bid.
- iii. Punjab & Sind Bank shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain complete back up calculation.

Following evaluation, a Contract/ Purchase Order may be awarded to the bidder(s) whose bid meets the requirements of this RFP and provides the best value to the Bank commercial point of view.

The Bank reserves the right to award the contract in whole or in part. The acceptance of the bid, subject to contract, will be communicated by way of placing a purchase order in writing at the address supplied by the bidder in the bid document. Any change of address of the bidder should therefore be notified promptly to the Assistant General Manager (IT) at the address given in this RFP. The terms and conditions of purchase order and RFP shall constitute a binding contract.

30. Road Permit

In case of delivery of hardware to the areas where Road Permit is required for transportation of goods, it is the responsibility of Bidders to provide the same making all the arrangements required in advance without any extra cost to the Bank. However, Bank will provide any letter, if required, for the Bidders for carrying out the task.

31. Price Composition

31.1 TCO is for two years from the date of signoff for the respective Tablets. The price quoted should be inclusive of Cost of delivery of equipment, installation, configuration, maintenance and support of hardware and Software as per Banks requirement.

31.2 The commercial bid should be quoted in the commercial bid format attached to this bid.

31.3 The prices should include 3 years comprehensive warranty period for hardware with system software.

31.4 The prices should be firm and not dependent on any variable factors and expressed in Indian Rupees.



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- 31.5 The Total cost should be inclusive of all other charges but exclusive of GST (CGST /SGST /IGST) which will be paid at actual at the time of invoicing.
- 31.6 If the cost for any line item is indicated as zero/nil/blank then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- 31.7 Bidder has to show the bifurcation/details of GST (CGST/SGST/IGST) in every invoice.
- 31.8 Bank will not pay any Labour charges for transportation, Road Permit, installation of hardware, items separately. All such costs, if any, should be absorbed in the TCO.
- 31.9 The Bidder shall be liable to pay all applicable corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.

32. Taxes and Duties

The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

Payment of all taxes i.e. GST (CGST /SGST /IGST) will be made at actual, on production of suitable evidence of payment by the Bidder.

The Bidder shall be liable to pay all applicable corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.

Wherever the laws and regulations require deduction of such taxes at the source of payment, Purchaser should do such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by Purchaser as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this Contract.

33. Rejection of Bid

The Bids liable to be rejected if:

- a) The document does not bear signature of authorized person in each page and duly



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stamped.

- b) It is received through Fax/E-mail.
- c) It is not submitted online at the GeM portal.
- d) It is received after expiry of the due date and time stipulated for Bid submission.
- e) Incomplete Bids, including non-submission or non-furnishing of requisite documents/Conditional Bids/Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- f) It is evasive or contains incorrect information.
- g) Any form of canvassing/lobbying/influence/query regarding shortlisting, status etc. will be a disqualification.
- h) Bidder should comply with all the points mentioned in the scope of work. Noncompliance of any point will lead to rejection of the bid.
- i) Non-submission of Tender fee/ Integrity Pact (IP)/EMD/waiver certificate.
- j) Bids dropped in tender box or submitted in physical hard copy format.

34. Modification and Withdrawals of Bid

The bidder may modify its bid submission any time by logging in to the GeM portal and uploading the documents again till final submission at last date and time of bid submission. No bid can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of bids.

No bid shall be withdrawn in the intervening period between deadline for submission of bids and expiration of period of bid validity specified by bidder in the submitted bid. In the event of withdrawal of the bid by bidders, the bidder is liable to be suspended from participation in any future tenders of the Bank for 2 years.

No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

35. RFP Response

All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/ or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.



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36. OEM Authorization

In case the successful bidder is not ready to provide support during the warranty period, support will be provided by OEM directly or through their authorized partners for the remaining period of warranty without any additional cost to the Bank.

37. Patent Rights

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the procurement of this RFP or any part/component thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Supplier of such claim, if it is made, without delay.

38. Payment Terms

The terms of payment will be as follows:

S. No.	Item description	Respective Cost in%
1	On delivery of Tablets (with adaptor, tempered & cover case).	75%
2	On completion of installation, configuration and commissioning of Tablets	20%
3	On Project sign off and against Performance Bank Guarantee (PBG) as per Annexure V	5%

- No advance payment will be released against purchase order.
- The payment will be made against delivery challans and invoices duly signed by the Bank officials and copy of warranty certificate from OEM mentioning serial number of the products to be submitted.
- In case of non-submission of PBG, Bank will withhold 5% of order value till completion of Performance Bank Guarantee period of 5 Years.

39. Order Cancellation

39.1 The Bank reserves its right to cancel the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to



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recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:

- a) Delay in commencement of the project beyond two weeks after the assignment order or beyond the date given by the Bank in the purchase order.
- b) Delay in completion of Supply, Installation of Hardware Security Module.
- c) Serious discrepancies noted in the inspection.
- d) Breaches in the terms and conditions of the Order.

39.2 The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances:

- a) Non-submission of acceptance of order within 7 days of order.
- b) Excessive delay in execution of order placed by the Bank.
- c) The selected bidder commits a breach of any of the terms and conditions of the bid.
- d) The bidder goes in to liquidation voluntarily or otherwise.
- e) The progress made by the selected bidder is found to be unsatisfactory.

39.3 After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another service provider of its choice by giving one month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out, for the execution of the balance of the order/ contract. Such additional expenditure shall be incurred by the bank within reasonable limits at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.

39.4 The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract.

39.5 In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards non-performance / non-compliance of the terms and conditions of the contract, to appropriate towards damages.

40. Adherence to Cyber Security Systems

Bidders are liable for not meeting the security standards or desired security aspects of all the ICT resources as per Bank's IT /Information Security/ Cyber Security Policy. The IT



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/Information Security/ Cyber Security Policy will be shared with successful bidder. The successful bidders should ensure Data Security and protection of facilities/application managed by them.

The deputed persons should aware about Bank's IT/ IS/Cyber security policy and have to maintain the utmost secrecy & confidentiality of the Bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the Bank that data has been compromised / disclosed/ misused/misappropriated then Bank would take suitable action as deemed fit and selected vendor would be required to compensate the Bank to the fullest extent of loss incurred by the Bank.

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.

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.

All information resources (online/in-person) of the vendor and its partners shall be made accessible to Reserve Bank of India as and when sought. Credentials of vendor /third party personnel accessing and managing the Bank's critical assets shall be maintained and shall be accordance with Bank's policy.

The Bank shall 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 shall also conduct effective due diligence, oversight and management of third party vendors/service providers and partners.

Vendor criticality assessment shall be conducted for all partners & vendors. Appropriate management and assurance on security risks in outsources and partner arrangements shall be ensured.

41. System Maintenance Standard

41.1 The Bidder will assume total responsibility for the fault free operation of Tablets during the warranty. The bidder will accomplish preventive and breakdown maintenance activities to ensure that all hardware execute without defect or interruption for at least 99.95% uptime for 24 hours a day, 7 days a week of operation of the machine worked



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on a quarterly basis. If the service support is less than 24 x 7 basis, Bank may at its own discretion reject the proposal in total, without assigning any reason.

- 41.2 The bidder has to ensure on-site support (without any extra cost) for resolving all Hardware & system software issues, including re-installation of Software, due to any reason what-so-ever, during warranty (or such other extended period as per the contract terms and paid maintenance will commence only thereafter).
- 41.3 The bidder should be able to provide efficient and effective support at other centers also, so as to attend calls at all the branches and offices of the bank within stipulated time frame as mentioned in this RFP.
- 41.4 During the warranty period the bidder should undertake to provide the Bank free maintenance service (which will include repair and maintenance of all systems, kits or parts, spare parts etc. as and when required) from the date of commissioning of the Systems. The Bidder should maintain critical components.
- 41.5 If any critical component of the entire configuration is out of service for more than 24 hours, the bidder shall either immediately replace the defective unit or replace it at its own cost or provide a standby.

42. Warranty

- 42.1 The offer must include comprehensive on-site warranty of 3 year from the date of complete sign off (after delivery, installation, integration etc.) by the Bank official which will be given after commissioning of the hardware/software to the satisfaction of the Bank.
- 42.2 The successful bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of hardware, accessories, etc. covered by the offer. The successful bidder must warrant all hardware, accessories, spare parts, etc., against any manufacturing defects during the warranty period. During the warranty period the successful bidder shall maintain the hardware/system software and repair/replace all the defective components at the installed site, at no additional charge to the Bank.
- 42.3 Warranty should not become void if Bank buys any other supplemental hardware from a third party and installs them with this hardware. However, the warranty will not apply to such supplemental hardware items installed. The successful bidder is expected to ensure same maintenance standards as mentioned in system maintenance standard.

43. Availability of Spares

Spares for the hardware/software offered should be available for at least 5 years from the date of project sign off at Bank's premises.



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44. Insurance

The insurance is to be taken by successful bidder for an amount equal to 110% of the CIF value of the goods delivered at the respective sites covering all risks (including fire, burglary, SRCC, natural calamities such as earth quake, flood etc.) up to installation and configuration of hardware after the delivery.

45. Liquidated Damages (LD)

If successful bidder fails to deliver any or all of the Service(s)/ Systems or perform the Services within the time period(s) specified in the RFP /Contract / Agreement, BANK shall, without prejudice to its other rights and remedies under and in accordance with the RFP /Contract / Agreement, levy Liquidated Damages (LD) from payments, which are due to the Successful bidder. For calculation of LD:

- 45.1 The successful bidder shall complete the delivery within 2 weeks from date of Purchase Order.
- 45.2 Notwithstanding the Bank's right to cancel the order, liquidated damages at 1% of the cost of undelivered equipment per site per week will be charged for every week's delay in delivery.
- 45.3 The successful bidder shall complete the installation and configuration within 2 weeks from date of delivery. Any delay beyond stipulated period will attract additional penalty @ 1% per week of order value.
- 45.4 Maximum penalty is of 10% of TCO.
- 45.5 The Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company.
- 45.6 Part of week will be treated as a week for this purpose.
- 45.7 However, the Bank may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to the successful bidder.

46. Service Level Agreement

- 46.1 The Bank notifies the successful bidder that its Bid has been accepted, the successful bidder shall enter into a Service Level Agreement (SLA) with the Bank, containing all the Terms and Conditions of this RFP, including confidentiality, non-disclosure and penalty clauses, and any other clause relevant to the services offered.
- 46.2 The contract period will be for a period of 2 years from date of first Purchase Order.
- 46.3 The successful bidder should ensure 99.95% uptime of Tablets (to be calculated on quarterly basis) during warranty period. The successful bidder is expected to submit this report within a week after expiry of every calendar quarter. Delays if any on account of procurement of spares will not be exempted while reckoning the uptime SLA of 99.95%.



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46.4 The successful bidder should also ensure that the maximum response time for onsite service call does not exceed 2 hours. The maximum time to resolve the issue (Resolution time), is within 4 hours.

46.5 Services delivered by the successful bidder should comply with the SLA and any violation of SLA will attract penalties as below:

Sr. No.	Level of Uptime Per Quarter	Penalty Charges
1	99.95% or above	No penalty
2	99.50% or above but below 99.95%	1% of the payout of TCO
3	99.00% or above but below 99.50%	2% of the payout of TCO
4	98.00% or above but below 99.00%	3% of the payout of TCO
5	Below 98.00%	5% of the payout of TCO

46.6 Maximum penalty will be 10% of TCO (Total Cost of Ownership) during the contract period.

46.7 Quarterly Calculation of % Uptime = $(\text{Total uptime of system in hours in a quarter} - \text{downtime of system in hours in a quarter}) * 100 / \text{Total uptime of system in hours in a quarter}$.

46.8 Total downtime hours will be calculated after deducting the response time and resolution time mentioned in the RFP.

46.9 Bank may recover such amount of penalty from any payment being released to the bidder, irrespective of the fact whether such payment is relating to this contract or otherwise. For any penalty during warranty period, the bidder shall give a credit note in favour of Punjab & Sind Bank within 30 days from the date of intimation of penalty by the Bank. If the bidder fails to give the credit note within 30 days of intimation of penalty, Bank reserves the right to invoke the performance Bank guarantee submitted by the bidder

47. Minimum Wages

The successful bidder hereby agrees and undertakes that during the subsistence of this agreement it will not employ 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.



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48. Contract Period

The successful bidder shall be required to enter into a contract with Bank within one month of the award of contract or within such extended period as may be specified by Bank. The contract period for this project is 2 years for Supply, Installation, Configuration and Maintenance of Tablets. The Bank will be review the performance of the successful bidder on yearly basis, if in any case it is found that the services offered are not satisfactory, the Bank may consider termination of the contract and forfeiture of the performance Guarantee.

The contract can be extended for further two years, if mutually agreed, on same terms and conditions.

49. Authorized Signatory

The successful bidder shall indicate the authorized signatories who can discuss and correspond with the BANK, with regard to the obligations under the contract. The selected bidder shall submit at the time of signing the contract a certified copy of the resolution of their Board, authenticated by the company secretary, or person authorized by the Board, authorizing an official or officials of the bidder to discuss, sign agreements/contracts with the BANK, raise invoice and accept payments and also to correspond. The bidder shall provide proof of signature identification for the above purposes as required by the BANK.

50. Confidentiality

This document contains information confidential and proprietary to the Bank. Additionally, the bidder will be exposed by virtue of the contracted activities to internal business information of the Bank, affiliates, and/or business partners. Disclosure of receipt of any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the bidder, premature termination of the contract, or legal action against the bidder for breach of trust. The information provided / which will be provided is solely for the purpose of undertaking the services effectively.

No news release, public announcement, or any other reference to this RFP or any program there under shall be made without written consent of Bank. Reproduction of this RFP, by photographic, electronic, or other means is strictly prohibited.

The bidder must undertake that they shall hold in trust any Information received by them, under the Contract/Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder also has to agree to restrict access and disclosure



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of Information to such of their employees, agents, strictly on a “need to know” basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause.

The bidder must undertake that they shall hold in trust any Information received by them, under the Contract/ Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree:

- 50.1 To maintain and use the Information only for the purposes of the Contract/ Agreement and only as permitted by the Bank;
- 50.2 To only make copies as specifically authorized by the prior written consent of the Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- 50.3 To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and
- 50.4 To treat all Information as Confidential Information.
- 50.5 The successful bidder shall be required to sign a Non-Disclosure Agreement with Bank as per prescribed format provided in Annexure J within thirty days of issuing the purchase order/ letter of intent.

51. Indemnity & Limitation of Liability

- 51.1 Where any patent, trade mark, 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 the SLA 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.
- 51.2 Successful Bidder further agrees that it shall, at its own expense, cost, damages etc., 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.

51.3 No settlement of claim shall be deemed to be an admission of any liability by the Bank for the infringement alleged.

51.4 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, Successful Bidder at its option and expense shall:

- obtain for the Bank the right to continue to use the Licensed Material;
- replace or modify the Licensed Material so that it becomes non-infringing;
- 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,

The terms of this clause shall survive the termination of the SLA.

51.5 Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims.

- IP Infringement indemnity
- Bodily injury (including Death) and damage to real property caused by successful bidder/s' gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the successful bidder that gave rise to claim, under this tender.

51.6 For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the bidder that gave rise to claim, under this Tender. Bidder shall not be liable for any indirect, consequential, incidental or special damages under the Agreement/ Purchase Order.

52. Intellectual Property Rights

The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables and Services upon the terms and conditions contained in this RFP.

52.1 The Bidder shall be responsible at its own cost for obtaining all necessary authorizations and consents from third party licensors of Software used by Bidder in performing its obligations under this Project.

52.2 If a third party's claim endangers or disrupts the Bank's use of the Deliverables, the Bidder shall at no further expense, charge, fee or cost to the Bank, to obtain a license so that the Bank may continue use of the Deliverables in accordance with the terms of this RFP.

52.3 Bidder shall indemnify and keep fully and effectively indemnified the Bank from all



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legal actions, claims, or damages from third parties arising out of use of software, designs or processes used by Bidder or his subcontractors or in respect of any other services rendered under this RFP.

53. Non-Transferable Offer

This Request for Proposal (RFP) is not transferable. Only the bidder who has submitted the bid will be eligible for participation in the evaluation process.

54. Responsibility for Completeness

Any supplies and services, which might not have been specifically mentioned in this tender but, are necessary for the installation, Configuration, testing, commissioning, performance or completeness of the order, shall be provided/made available as per the time schedule for smooth and efficient operation and maintenance of the system under Indian conditions.

The bidder shall be responsible for any discrepancies, errors and omissions in the technical details submitted by him/them, irrespective of whether these have been approved, reviewed or otherwise, accepted by the Bank or not. The Bidder shall take all corrective measures arising out of discrepancies, errors and omissions in drawing and other information as mentioned above within the time schedule and without extra cost to the Bank.

55. Force Majeure

Force Majeure is here in defined as any cause, which is beyond the control of the selected Bidder or the Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

- 55.1 Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics,
- 55.2 Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
- 55.3 Terrorist attacks, public unrest in work area;

Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Bidder or the Bank shall not be liable for delay in performing his/her obligations resulting from any Force Majeure cause as referred to and/or defined above.



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Unless otherwise directed by the Bank in writing, the Bidder affected by force majeure shall continue to perform the obligations under this agreement, which are not affected by the force majeure event and shall take such steps as are reasonably necessary to remove the causes resulting in force majeure and to mitigate the effect thereof.

As soon as the cause of force majeure has been removed, the Bidder shall notify the Bank and resume the affected activity without delay.

Notwithstanding the above, the decision of the bank shall be final and binding on the Bidder in the event of force majeure.

56. Exit Clause

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

- 55.4 Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee within 30 days from receipt of purchase contract.
- 55.5 Delay in delivery beyond the specified period.
- 55.6 Delay in completing implementation/customization and acceptance tests/ checks beyond the specified periods;
- 55.7 Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution.

In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by the Bidder. Bank reserves right to exit at any time after giving notice period of one month during the contract period.

57. Termination of Contract

If the Termination is on account of failure of the successful bidder to perform the obligations under this RFP contract, the Bank shall have the right to invoke the Performance Bank Guarantee(s) given by the successful bidder.

The Bank will be entitled to terminate this contract, without any cost to the Bank and recover expenditure incurred by Bank, on the happening of anyone or more of the following:

- 57.1 The successful bidder commits a breach of any of the terms and conditions of the bid.
- 57.2 The successful bidder goes into liquidation voluntarily or otherwise.
- 57.3 An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.



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- 57.4 The progress regarding the execution of the order accepted by the selected bidder is found to be unsatisfactory or delay in execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which Bank may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- 57.5 Non-satisfactory performance of the successful bidder during implementation and Operation.
- 57.6 An act of omission by the successful Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract.
- 57.7 Failure to integrate/implement the Project as per the requirements of the Bank as stated in this RFP.
- 57.8 Material discrepancies in the Deliverables and Services noted in the implementation of the Project. Bank reserves the right to procure the same or similar product from the alternate sources at the risk, cost and responsibility of the selected bidder.
- 57.9 Bank shall serve the cure-cum-termination notice to the bidder at least 30 days prior, of its intention to terminate services. If the performance is not cured to the satisfaction of bank within 30 days, termination will be effected.
- 57.10 Successful bidder is found to be indulging in frauds.
- 57.11 The Bank suffers a reputation loss on account of any activity of successful bidder penalty is levied by regulatory authority.
- 57.12 In the event of sub contract or assignment contrary to the terms of agreement.

58. Audit

The successful bidder shall at all times whenever required furnish all information, records, data stored in whatsoever form to internal, external, Bank appointed and statutory/ RBI inspecting auditors and extend full cooperation in carrying out of such inspection. The successful bidder will also undertake to co-operate with the RBI to carry out its supervisory functions and objectives and will furnish all records and other information as RBI may call for to carry our inspection and/ or other functions. The successful bidder is required to facilitate the same at no additional cost and shall provide uninterrupted access to the documents required by the auditors. Further the Bidder has to ensure rectification of all the irregularities thus pointed out by the auditor within a given time frame.

The successful bidder has to ensure compliance of Information Security according to policy of the Bank and mitigate the risk, if any, within the stipulated time without any additional cost



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to Bank.

In line of above, the successful bidder shall ensure that all regulatory, Statutory, Local Administration requirements are adhered to subsequently while undertaking deliverable and services over the period of contract.

Compliance with security best practices may be monitored by periodic computer /information security audit performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. These audit plan to include, but are not limited to, a review of: access and authorization procedures, physical security controls, input/output controls, DB controls, backup and recovery procedures, network security controls and program change controls.

To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the successful bidder shall afford the Bank's representative access to the successful bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The successful bidder must provide the Bank access to various monitoring and performance measurement system (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval / notice to the bidder.

Any license violation on the part of the outsourced vendor shall not put Bank at risk. Bank shall reserve the right to audit the license usage of the vendor or shall ask the vendor to take undertaking of non-violation of license.

59. RFP Ownership and Retention of Documents

The RFP and all supporting documentation are the sole property of Punjab & Sind Bank and should NOT be redistributed without prior written consent of Punjab & Sind Bank. Violation of this would be a breach of trust and may, inter-alia cause the bidders to be irrevocably disqualified. The aforementioned material must be returned to Punjab & Sind Bank when submitting the proposal, or upon request; however, bidders can retain one copy for reference.

The Bank shall own the documents prepared by or for the selected bidder arising out of or in connection with the Contract.

Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by the Bank, the Bidder shall deliver to the Bank all documents provided by or originating



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from the Bank and all documents produced by or from or for the Bidder while performing the Service(s), unless otherwise directed in writing by the Bank at no additional cost.

The selected bidder shall not, without the prior written consent of the Bank, store, copy, distribute or retain any such documents.

The selected bidder shall preserve all documents provided by or originating from the Bank and all documents produced by or from or for the Bidder in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of the Bank in this regard.

60. Conflict of Interest

Bank requires that bidder provide professional, objective, and impartial advice and at all times hold Bank's interest paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from Bank.

Bidder have an obligation to disclose any situation of actual or potential conflict in assignment/job, activities and relationships that impacts their capacity to serve the best interest of Bank, or that may reasonably be perceived as having this effect. If the Bidder fails to disclose said situations and if Bank comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

61. Proposal Ownership

The proposal and all supporting documentation submitted by the bidders shall become the property of Punjab & Sind Bank unless the Bank agrees to the bidder's specific requests, in writing, the proposal and documentation to be returned.

62. Tender/RFP Cancellation

The Bank reserves the right to cancel the Tender/RFP at any time without assigning any reasons whatsoever.

63. Publicity

Any publicity by either party in which the name of the other party is to be used should be done only with the explicit written permission of such party. The bidder agrees to make no reference



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to Bank or this procurement or resulting contract in any literature, promotional material, brochures, sales presentation or the like without the express prior written consent of Bank.

64. Arbitration

All disputes and differences of any kind whatsoever arising out of or in connection with the purchase order shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and such arbitrators shall appoint an Umpire before entering on the reference. The decision of the Umpire shall be final. Such arbitration shall be governed by the provisions of Indian Arbitration and Conciliation Act 1996. All arbitration proceedings shall be at Delhi, India only.

65. Governing Law and Disputes

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of this Agreement or breach thereof shall be settled amicably within reasonable time. If, however, the parties are not able to find a resolution to issues amicably within reasonable time, the same shall be settled by arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996. The matter shall be referred to a sole arbitrator pursuant to issue of a notice of 30 days to invoking arbitration in writing to the other party clearly setting out the specific dispute(s). For the appointment of sole arbitrator, Bank shall suggest a Panel of Arbitrators consisting three names out of which the Bidder may agree to any one. In case, Bidder fails to convey its determination within a period of 30 days from the date of receiving such names, Bank shall nominate a Sole Arbitrator out of the Panel of Arbitrators and the same shall be acceptable to Vendor.

In case of failure of parties to appoint sole arbitrators, Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.”

The award passed by sole Arbitrator shall be binding on the parties. The seat and venue of the arbitration shall be at Delhi. Any challenge including appeal to the arbitral award shall be subject to the exclusive jurisdiction of courts at Delhi. Bidder shall continue to 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 arbitrator’s decision to the contrary, as the case may be, has been obtained by Bidder. 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 Bidder which may be adjusted by the Bank from the Performance Bank Guarantee and/or any amount to the credit of or payable to Bidder, being treated in default, so that the business of the Bank is not disrupted. Parties shall bear their own costs and cost of the Arbitrator shall be shared by the parties.



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The venue of the arbitration shall be Delhi.

The language of the arbitration proceedings and that of all documents and communications between the parties shall be in English and a daily English record of such proceeding shall be maintained.

This Agreement shall be governed by laws in force in India. Subject to the arbitration clause above, all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at Delhi, India only.

In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith, in case of disagreement obligations mentioned in this clause shall be observed. Any appeal will be subject to the exclusive jurisdiction of courts at Delhi. All arbitration proceeding shall be conducted in English.

Annexure A – Bid Cover Letter

(On the Bidder's letter head)

To,

Punjab & Sind Bank,
HO Digital Banking Department,
B-38/39, Industrial Area, Phase-I,
Naraina, New Delhi-110028

Dear Sir,

Subject: Request for Proposal (RFP) for Supply, Installation and Maintenance of Tablets
Ref: RFP No:.....Dated:.....

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ amendments / addendums, if any, furnished by the Bank and we offer to supply, Install, maintenance of the desired hardware detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP.

We shall participate and submit the Technical Bid through Gem-Portal to be conducted by the Bank.

- 1) While submitting this Bid, we certify that:
 - a) The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
 - b) We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
 - c) Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
 - d) The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
 - e) We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
 - f) We have quoted for all the products/services mentioned in this RFP in our indicative price Bid.
 - g) The rate quoted in the indicative price Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.

- 2) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- 3) We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4) We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
- 5) It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFP without prejudice to any other rights available to the Bank.
- 6) We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
- 7) We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at Annexure-J-NDA of this RFP and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.
- 8) On acceptance of our technical bid, we undertake to participate in Reverse auction by way of login in Reverse auction tool. In case of declaration as successful Vendor on completion of Reverse auction process, we undertake to complete the formalities as specified in this RFP.
- 9) The commercial bidding process will be through the reverse auction process to be conducted by the Bank or a company authorized by the Bank. We understand that our authorized representative who would participate in the reverse auction process would be possessing a valid digital certificate for the purpose.
- 10) Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.
- 11) We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.

- 12) We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
- 13) We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.
- 14) We hereby certify that we participating in RFP as OEM/ our OEM have a support center and level 3 escalation (highest) located in India.
- 15) We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.
- 16) We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 along with subsequent Orders and its amendment thereto regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority (where applicable evidence of valid certificate to be attached). We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.
- 17) If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.
- 18) We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

We enclose the detail of Tender fee and BID Security/EMD for ₹20,00,000.00/- (Rupees Twenty Lakhs Only):

Tender fee detail:

NEFT UTR No.....Date.....

Bid Security/ EMD detail (DD/BG)

RTGS No./BG No.....Date.....

Name of Issuing Bank

Dated at _____ this _____ day of _____ 20

Or

Submitting following documents for claiming exemption(s):

- MSME/Udyog Aadhaar Certificate/ Udyam Registration Certificate.
- Startup certificate issued by DPIIT(Department for Promotion of Industry and Internal Trade), along with Certificate of Incorporation and CA certificate for Turnover confirmation.
- Audited Balance Sheet having Turnover more than ₹500 Crore along with CA Certificate.
- Other supporting documents in support of any other GeM-GTC exemption clauses.

Date: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Mobile No/ Telephone No.:

Seal of Company

Annexure B- Bidder's Profile Format

(On the Bidder's letter head)

Subject: Request for Proposal (RFP) for Supply, Installation and Maintenance of Tablets**Ref.: RFP No.:****Dated:**.....

Sr. No.	Parameters	Response	
1	Name of the Firm/Company		
2	Year of Incorporation in India		
3	Names of the Partners/ Directors		
4	Name and Address of the Principal Banker		
5	Addresses of Firm/Company		
	a) Head Office		
	b) Local Office in Delhi(if any)		
6	Authorized Contact person		
	a) Name and Designation		
	b) Telephone number/Mobile No.		
	c) E-mail ID.		
7	Financial parameters		
	Business Results (last three years)	Annual Turnover (₹ In Crores)	Networth (₹ In Crores)
	2024-25		
	2023-24		
	2022-23		
	(Only company figures need to be mentioned. Not to Include group/ subsidiary Company figures)	(Mention the above amount in INR only)	

N.B. Enclose copies of Audited Balance Sheet along with enclosures

Dated this..... Day of2025

(Signature)

(In the capacity of)

Duly authorized to sign bid with seal for & on behalf of (Name & Address of the Bidder)

Annexure C- Eligibility Criteria

(On the Bidder's letter head)

To

Punjab & Sind Bank,
HO Digital Banking Department,
B-38/39, Block B, Industrial Area Phase I, Naraina,
New Delhi-110028

Dear Sir,

Subject: Request for Proposal (RFP) for Supply, Installation and Maintenance of Tablets

Ref.: RFP No.:Dated:.....

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

S. No	Criteria	Documents to be submitted	Bidder's Compliance (Yes/No)
1	Exemption from submission of tender fees and EMD: <ul style="list-style-type: none">Exemption from submission of tender fee shall be given to bidders, who are Micro and Small Enterprises (MSE) andExemption from submission of EMD shall be given to MSE or Startups or as per GeM- General terms & conditions(GTC)	<ul style="list-style-type: none">NSIC certificate/ Udyog Aadhar Memorandum/ Udyam registration certificate."Start-up", should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India.Documents to support exemption as per Gem-GTC.	
2	Authority to sign Bid. (All submitted documents, self-declarations, undertaking e.t.c. should be properly stamped and signed by the authorized signatory(ies) with name and designation.)	Certified copy of the Board resolution, issued by Company Secretary or the person authorized by the Board. In case of further delegation of power, bidder has to submit Board resolution along with Power of Attorney duly stamped, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and to correspond.	
3	The bidder should be a company registered in India as per Company Act 1956 /2013 or a Proprietorship firm/ Partnership firm/ a limited liability company under the Limited Liability Partnership Act 2008	a) Self-declaration to this effect on the company's letterhead should be submitted along with following documents:- b) Certificate of Incorporation.	

	in India.	<p>c) Copies of Memorandum of Association</p> <p>d) Copies of Articles of Association</p> <p>e) Shareholding pattern</p> <p>f) Partnership Deed registered by Registrar of Firms or other competent authority should be obtained in case of Partnership firm.</p> <p>g) PAN, TAN, GSTIN Certificate</p>	
4	The turnover of the Start-up should not exceeded ₹100 Crores, for any financial year, since incorporation/ registration.	<p>Certificate from the Chartered Accountant to be submitted.</p> <p>If Audited Balance Sheet of last financial year not yet disclosed by the bidder, then CA certificate should be based on the Provisional Balance Sheet.</p>	
5	<p>The annual turnover of the bidder, should be of ₹2 Crore or above, from its Indian operations, for any two financial years out of last three financial years i.e. 2022-23, 2023-24 & 2024-25.</p> <p>This must be the Standalone turnover of the bidder and not that of their group of Companies.</p>	<p>Copy of the Audited Balance Sheets / Certificate from the Chartered Accountant (in case of Provisional Balance Sheet of the company) showing Profit, Net-worth and Turnover of the company for the last three consecutive financial year's i.e. 2022-23, 2023-24 & 2024-25, as per Annexure S.</p>	
6	The bidder should have positive net worth for any two financial years out of last three financial years i.e. 2022-23, 2023-24 & 2024-25.		
7	The bidder must be doing business of Tablets/Computers/Desktop in India for last three years on the date of issuance of this RFP.	<p>Documentary evidences like relevant Copies of Purchase Order along with Service Level Agreements / Certificate of Satisfactory Working / Completion Certificate / Project Sign-Offs from any client in India.</p>	
8	The conduct of the credit facilities availed by the bidder should be satisfactory and no director of the company should be in the RBI defaulter list.	<p>Certificate from the Chartered Accountant to be submitted.</p>	
9	The bidder should have valid ISO 9001:2015 AND OEM should have valid ISO 9001:2015 & 14001:2015 certification for manufacturing facility from where the equipment's will originate.	<p>Certificates from the bidder and OEM to be submitted.</p>	
10	The bidder/OEM should have supplied minimum 70% of this procurement i.e 1400 Tablets in single order/ multiple orders to Scheduled Commercial Bank/	<p>Purchase Order along with Installation Certificates from the client should be submitted/ Copy of Satisfactory Performance Certificate indicating the vendor detail, Product and Period from the given clients /</p>	

	Government Institutions, in India during last three financial years i.e. 2022-23, 2023-24 & 2024-25 and till the date of issuance of RFP.		
11	The bidder / OEM of Tablet should have minimum 150 service/support centers across the country (spread across all the major Indian cities) for after sale support and maintenance of offered hardware / software items. The addresses of all the branches/ Offices of the Bank are available on Bank's website.	The details of service/support network (addresses, names of contact persons, phone numbers, e-mail etc.) and complaint lodging process to be submitted as part of the bid.	
12	The bidder should have a fully functional Call Centre for service. This should be accessible with contact numbers and email ID in India. The centralized trouble-ticketing tool for call logging, monitoring and troubleshooting purpose should be maintained.	Details of the support center like office address, name of the contact person, their phone numbers and email id and escalation matrix, should be provided.	
13	The bidder should be the manufacturer of proposed Tablets or authorized Indian supplier/System Integrator of these hardware items and the OEM should be in Tablet manufacturing activity for the past five years. Bidder needs to provide Manufacturer Authorization Form (MAF) from OEM stating that bidder is authorized partner of OEM and authorized to participate in this tender and in case the bidder is not able to perform obligations as per contract during the contract period, contracted services will be provided by OEM. OEM can quote directly or through authorized partners. However, both i.e. OEM & their authorized partner cannot participate in the RFP. In case, both (OEM & his authorized partner) participate, only bid of the OEM will be considered.	MAF to be submitted along with Proof to support that the OEM is in Tablet manufacturing activity for the past five years duly verified by the bidder.	
14	The bidder should provide undertaking that any of its subsidiary or associate or holding company or companies having common director/s or companies in	Letter of confirmation (self-certified letter signed by authorized official of the bidder)	

	the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.		
15	The companies or firms, bidding for the above tender, should have not been black listed by any of Government Authority or Public Sector Undertaking (PSUs). The bidder shall give an undertaking (on their letter head) that they have not been black listed by any of the Govt. Authority or PSUs. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs, the same must have been removed from the black list as on date of submission of the tender, otherwise the bid will not be considered.	An undertaking to this effect must be submitted in their letter head as per Annexure I	

Place:

Date:

Authorized Signatory:

Name & Designation:

Business Address & email id:

Annexure D-Technical Specification

(On the Bidder's letter head)

Subject: Request for Proposal (RFP) for Supply, Installation and Maintenance of Tablets

Ref.: RFP No.:**Dated:**.....

S.No	Description	Requirement Specifications	Bidder Offer	Compliance (Yes/No)
1	Make & Model			
2	Processor-	CPU Speed: 2.2GHz, 1.8GHz CPU Type: Octa-Core		
3	Display Size (Main Display)	Size :11 inches(minimum) Color Depth :16M		
4	Display Type	TFT		
5	Brightness	500nits (minimum), (For better outdoor visibility)		
6	Display resolution	1920 x 1200 (WUXGA) or higher		
7	Operating System	Android		
8	Memory/RAM	Minimum 8GB		
9	Storage	Minimum 128GB External Storage Support MicroSD (Up to 1 TB)		
10	Audio Support	MP3, M4A, 3GA, AAC, OGG, OGA, WAV, AMR, AWB, FLAC, MID, MIDI, XMF, MXMF, IMY, RTTTL, RTX, OTA		
11	Battery	At least 7000mAH or above, Not removable		
12	Camera	Rear Camera: Resolution- 8.0 MP or above Front Camera: Resolution 5.0 MP or above Video Recording Resolution: FHD (1920 x 1080) @30fps, or higher		
13	Wireless	Wi-Fi + 4G/5G LTE		
14	Wi-Fi Version	802.11 a/b/g/n/ac 2.4G+5GHz, VHT80 or above		
15	Security	Through login/password & MDM Solution		

16	Connectivity	USB Version: USB 2.0 or above Location Technology: GPS, Glonass, Beidou, Galileo, QZSS Earjack:3.5mm Stereo MHL:No Wi-Fi:802.11 a/b/g/n/ac 2.4G+5GHz, VHT80 Wi-Fi Direct:Yes Bluetooth Version: Bluetooth v5.1 or above NFC:No Bluetooth Profiles: A2DP, AVRCP, DI, HFP, HID, HOGP, HSP, MAP, OPP, PAN, PBAP PC Sync.:Smart Switch (PC version)		
17	Sensor	Accelerometer, Gyro Sensor, Geomagnetic Sensor, Hall Sensor, Light Sensor		
18	Tablet Certifications	BIS, FCC, CE, RoHs, CB or equivalent certificates required in India.		
19	Branding	Opening Screen as P&SB branding and back side P&SB logo pasted		
20	Protection	Tempered & Cover Case		
21	AC Power adapter	25 watt		
22	Warranty	3 Years comprehensive warranty support		

- The bidder can quote for only one Make and Model.
- The Technical specification provided are the minimum base line configuration for the Tablets. However, Bidder may quote Tablets with higher configuration also.

Yours faithfully,

Authorized Signatories
(Name, Designation and Seal of the Company)

Date:

Annexure E - Compliance to RFP Terms & Conditions

(On the Bidder's letter head)

Subject: Request for Proposal (RFP) for Supply, Installation and Maintenance of Tablets**Ref.: RFP No.:****Dated:**.....

S.No.	Clause details	Bidders Compliance (Yes/No)
1.	Introduction	
2.	Objectives of the RFP	
3.	Integrity Pact and Independent External Monitor	
4.	Invitation of Tender Bids	
5.	Eligibility Criteria	
6.	Scope of Work	
7.	Proof of Concept	
8.	Factory Testing	
9.	Right to Alter Quantities	
10	Terms of Execution of Work	
11	Locations to be Covered	
12	Prize Freezing	
13	Cost of Bidding	
14	Language of Bid	
15	Cost of RFP	
16	Bid Security/Earnest Money Deposit (EMD)	
17	Performance Bank Guarantee (PBG)	
18	Period of Validity of Bids	
19	Amendment of Bidding Documents	
20	Authorization to Bid	
21	Bid Submission-Two Part Bid	
22	Pre-bid Meeting and RFP Clarifications	
23	Other Terms and Conditions of RFP	
24	Other RFP Requirement	
25	Bid Evaluation	
26	Preference to Make in India	
27	Restriction on Procurement due to National Security	
28	Reverse Auction	
29	Award of contract	
30	Road Permit	
31	Price Composition	
32	Taxes and Duties	
33	Rejection of Bid	
34	Modification and Withdrawals of Bid	

35	RFP Response	
36	OEM Authorization	
37	Patent Rights	
38	Payment Terms	
39	Order Cancellation	
40	Adherence to Cyber Security Systems	
41	System Maintenance Standard	
42	Warranty	
43	Availability of Spares	
44	Insurance	
45	Liquidated Damages (LD)	
46	Service Level Agreement	
47	Minimum Wages	
48	Contract Period	
49	Authorized Signatory	
50	Confidentiality	
51	Indemnity and Limitation of Liability	
52	Intellectual Property Rights	
53	Non-Transferable Offer	
54	Responsibility for Completeness	
55	Force Majeure	
56	Exit Clause	
57	Termination of Contract	
58	Audit	
59	RFP Ownership	
60	Conflict of Interest	
61	Proposal Ownership	
62	Tender/ RFP Cancellation	
63	Publicity	
64	Arbitration	
65	Governing Law and Disputes	

Place:

Date:

Authorized Signatory: Name &

Designation:

Business Address & email id:

Annexure F - Un-priced Commercial Bid

(On the Bidder's letter head)

Subject: Request for Proposal (RFP) for Supply, Installation and Maintenance of Tablets

Ref.: RFP No.:**Dated:**.....

S. No	Description	Basic unit price (₹) (a)	Qty (b)	Total (₹) (a*b)	Submitted (Yes/No)
1	Tablet	xx	2000	xx	
2	Adaptor	xx	2000	xx	
3	Tempered and Cover case	xx	2000	xx	
4	Any other				
	Total TCO	NA	NA	XXX	

TCO in Words. xxxxxxxxxxxxxxxxxxxxxxxx

Notes:

- i. TCO must be quoted in WORDS AND FIGURES.
- ii. All the cost mentioned must be quoted in Indian rupees and exclusive of taxes.
- iii. Prices are exclusive of applicable Taxes i.e. GST (CGST /SGST /IGST).
- iv. The prices quoted should also include charges towards freight, forwarding, delivery, and installation, transit insurance charges till installation, transportation, configuration/reconfiguration, integration and commissioning of equipment.
- v. Bank will not pay any additional charges other than those mentioned above whatsoever the case may be.
- vi. Cost of on-going system software maintenance / updates / patches / bug fixes/ enhancements shall be borne by Bidder.
- vii. Bank will not evaluate and consider any terms and conditions mentioned in the commercial Bid. Bank reserve the right to disqualify the Bidder if any deviation is mentioned in the commercial Bid.
- viii. All prices are mandatory to be quoted else Bid is liable to be rejected.
- ix. Any discrepancy in TCO amount, the figure in words will be treated as final.
- x. Prices quoted by the bidder are exclusive of all applicable Taxes i.e. GST (CGST /SGST /IGST). GST will be paid on actual on production of original invoice.
- xi. Bidder has to show the bifurcation/ details of applicable GST (CGST /SGST / IGST) in every invoice. Any upward / downward revision in GST will be borne by Bank.
- xii. Actual number of installations may increase or decrease as per actual requirement of the Bank.

Authorized Signatory:

Place:

Name & Designation & e-mail id :

Date:

Business Address:

Annexure G - Commercial Bid (Indicative)

(On the Bidder's letter head)

Subject: Request for Proposal (RFP) for Supply, Installation and Maintenance of Tablets

Ref.: RFP No.:**Dated:**.....

Sl. No	Description	Basic price (₹) (a)	unit	Qty (b)	Total (₹) (a*b)	Submitted (Yes/No)
1	Tablet			2000		
2	Adaptor			2000		
3	Tempered and Cover case			2000		
4	Any other					
	Total TCO	NA		NA	XXX	

TCO in Words.....

Notes:

- i. TCO must be quoted in WORDS AND FIGURES.
 - ii. All the cost mentioned must be quoted in Indian rupees and exclusive of taxes.
 - iii. Prices are exclusive of applicable Taxes i.e. GST (CGST /SGST /IGST).
 - iv. The prices quoted should also include charges towards freight, forwarding, delivery, and installation, transit insurance charges till installation, transportation, configuration/reconfiguration, integration and commissioning of equipment.
 - v. Bank will not pay any additional charges other than those mentioned above whatsoever the case may be.
 - vi. Cost of on-going system software maintenance / updates / patches / bug fixes/ enhancements shall be borne by Bidder.
 - vii. Bank will not evaluate and consider any terms and conditions mentioned in the commercial Bid. Bank reserve the right to disqualify the Bidder if any deviation is mentioned in the commercial Bid.
 - viii. All prices are mandatory to be quoted else Bid is liable to be rejected.
 - ix. Any discrepancy in TCO amount, the figure in words will be treated as final.
 - x. Prices quoted by the bidder are exclusive of all applicable Taxes i.e. GST (CGST /SGST /IGST). GST will be paid on actual on production of original invoice.
 - xi. Bidder has to show the bifurcation/ details of applicable GST (CGST /SGST / IGST) in every invoice. Any upward / downward revision in GST will be borne by Bank.
 - xii. Actual number of installations may increase or decrease as per actual requirement of the Bank.

Authorized Signatory:

Place:
Date:

Name & Designation & e-mail id :
Business Address:

Annexure H- Declaration for Compliance

(On the Bidder's letter head)

All Terms and Conditions including scope of work except technical specifications

Subject: Request for Proposal (RFP) for Supply, Installation and Maintenance of Tablets

Ref.: RFP No.:Dated:.....

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in this **RFP** including all addendum, corrigendum etc. (Any deviation may result in disqualification of bids).

Signature:

Name:

Date:

Seal of company:

Technical Specification

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

List of deviations

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

Signature:

Name Date

Seal of company:

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

Annexure I - Undertaking by Bidder

(On the Bidder's letter head)

To

Punjab & Sind Bank,
HO Digital Banking Department,
B-38/39, Industrial Area, Phase-I,
Naraina, New Delhi-110028

Subject: Request for Proposal (RFP) for Supply, Installation and Maintenance of Tablets

Ref.: RFP No.:**Dated:**.....

We _____(bidder name), hereby undertake that-

- As on date of submission of tender, we are not blacklisted by the Central Government / any of the State Governments / PSUs in India or any Financial Institution in India.
- We also undertake that, we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.

Yours faithfully,

Authorized Signatories
(Name, Designation and Seal of the Company)

Place:

Date:

Annexure J- Confidentiality / Non-Disclosure Agreement

(To be submitted on the Non-judicial stamp paper of ₹500, duly signed by authorized signatory(ies))

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement made and entered into at..... on thisday of.....20....

BY AND BETWEEN, a company incorporated under the Companies Act, 1956 having its registered office at (Hereinafter referred to as the Vendor which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

Punjab & Sind Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1980 and having its Head Office at 21, Rajendra Place, New Delhi 110008 and a Corporate Office, NBCC building, Block 3, Plate B, East Kidwai Nagar, New Delhi – 110023. (Hereinafter referred to as "Bank" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

The Vendor and Punjab & Sind Bank are hereinafter collectively referred to as "the Parties" and individually as "the Party"

WHEREAS:

1. Punjab & Sind Bank is engaged in the business of providing financial services to its customers and intends to engage a vendor for Supply, Installation and Maintenance of 2000 Android based Tablets(including adaptor, tempered glass and cover case).
2. In the course of such assignment, it is anticipated that Punjab & Sind Bank or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Vendor some Confidential Information (as hereinafter defined), to enable the Vendor to carry out the aforesaid Implementation assignment (hereinafter referred to as " the Purpose").
3. The Vendor is aware and confirms that all information, data and other documents made available in the RFP/Bid Documents/Agreement /Contract or in connection with the Services rendered by the Vendor are confidential information and are privileged and strictly confidential and or proprietary of Punjab & Sind Bank. The Vendor undertakes to safeguard and protect such confidential information as may be received from Punjab & Sind Bank.

NOW, THEREFORE THIS AGREEMENT WITNESSED THAT in consideration of the above premises and the Punjab & Sind Bank granting the Vendor and or his agents, representatives to have specific access to Punjab & Sind Bank property / information and other data it is hereby agreed by and between the parties hereto as follows:

1. Confidential Information:

- i. "Confidential Information" means all information disclosed/ furnished by Punjab & Sind Bank to the Vendor whether orally, in writing or in electronic, magnetic or other form for the limited

purpose of enabling the Vendor to carry out the proposed Implementation assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; Provided the oral information is set forth in writing and marked "Confidential" within seven (7) days of such oral disclosure.

- ii. The Vendor may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within seven (7) days of such disclosure. Confidential Information does not include information which:

- a) is or subsequently becomes legally and publicly available without breach of this Agreement by either party,
- b) was rightfully in the possession of the Vendor without any obligation of confidentiality prior to receiving it from Punjab & Sind Bank,
- c) was rightfully obtained by the Vendor from a source other than Punjab & Sind Bank without any obligation of confidentiality,
- d) was developed by for the Vendor independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or is/was disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Vendor shall, unless prohibited by law or regulation, promptly notify Punjab & Sind Bank of such order and afford Punjab & Sind Bank the opportunity to seek appropriate protective order relating to such disclosure.
- e) The recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality.
- f) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient. Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Agreement, Confidential Information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties.

Nothing contained herein shall in any manner impair or affect rights of Punjab & Sind Bank in respect of the Confidential Information.

In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Agreement without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care.

The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement

1. **Non-disclosure:** The Vendor shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Vendor who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Vendor shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Vendor may disclose Confidential Information to others only if the Vendor has executed a Non-Disclosure Agreement with the other party to whom it is disclosed that contains terms and conditions that are no less restrictive than these presents and the Vendor agrees to notify Punjab & Sind Bank immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

- a. Information regarding Punjab & Sind Bank and any of its Affiliates, customers and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 10% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or
 - b. any aspect of Punjab & Sind Bank's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or
 - c. business processes and procedures; or
 - d. current and future business plans; or e) personnel information; or
 - e. Financial information.
2. **Publications:** The Vendor shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of Punjab & Sind Bank
 3. **Term:** This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by Punjab & Sind Bank, whichever is earlier. The Vendor hereby agrees and undertakes to Punjab & Sind Bank that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further promptly return or destroy, under information to Punjab & Sind Bank, all information received by it from Punjab & Sind Bank for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Vendor further agree and undertake to Punjab & Sind Bank to certify in writing upon request of Punjab & Sind Bank that the obligations set forth in this Agreement have been complied with.
Any provisions of this Agreement which by their nature extend beyond its termination shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain.
 4. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by Punjab & Sind Bank to the Vendor, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with Punjab & Sind Bank.

5. **Remedies:** The Vendor acknowledges the confidential nature of Confidential Information and that damage could result to Punjab & Sind Bank if the Vendor breaches any provision of this Agreement and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, Punjab & Sind Bank may suffer immediate irreparable loss for which monetary compensation may not be adequate. Punjab & Sind Bank shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Vendor, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement.

Any claim for relief to Punjab & Sind Bank shall include Punjab & Sind Bank's costs and expenses of enforcement (including the attorney's fees).

6. **Entire Agreement, Amendment and Assignment:** This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and / or written correspondence or agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
7. **Dispute Resolution:** Disputes, if any, arising out of this Agreement remaining unresolved by mutual discussions shall be referred to a sole Arbitrator for Arbitration and the provisions of Arbitration & Conciliation Act, 1996, shall accordingly apply. The venue for such Arbitration shall be New Delhi. The language of the Arbitration shall be English.
8. **Governing Law:** The provisions of this Agreement shall be governed by the laws of India and the competent court at Delhi shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.
9. **Indemnity:** The Vendor shall defend, indemnify and hold harmless Punjab & Sind Bank, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortious or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the Vendor. and/or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the Vendor, in the course of discharge of its obligations under this Agreement.
10. **General:** The Vendor shall not reverse - engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder.

All Confidential Information is provided "as is". In no event shall the Punjab & Sind Bank be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by Punjab & Sind Bank constitutes any representation, warranty, assurance, guarantee or inducement with respect to the fitness of such Confidential Information for any particular purpose.

Punjab & Sind Bank discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, merchantability, fitness for a particular purpose, title, non-infringement, or anything else.

11. **Waiver:** A waiver (whether express or implied) by Punjab & Sind Bank of any of the provisions of this Agreement, or of any breach or default by the Vendor in performing any of the provisions

hereof, shall not constitute a continuing waiver and such waiver shall not prevent Punjab & Sind Bank from subsequently enforcing any of the subsequent breach or default by the Vendor under any of the provisions of this Agreement.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

For and on behalf of Vendor

(Name & Designation)

For and on behalf of Bank.....

(Name & Designation)

PUNJAB & SIND BANK

Annexure K - Reference Site Details

(On the Bidder's letter head)

Subject: Request for Proposal (RFP) for Supply, Installation and Maintenance of Tablets

Ref.: RFP No.:**Dated:**.....

The reference sites submitted must be necessarily of those Banks/Companies where the proposed vendor/ OEM's product has been awarded the contract prior to Issuance of this RFP. For those references where the offered solution is accepted but implementation is not started, the acceptance should be valid as on the last date for submission of bids at Punjab & Sind Bank.

Please provide reference details in the format defined below:

Particulars	Response
Name of the Institution	
Country of Operation	
Address of the Organization	
Date of commencement of Project	
Date of Go- Live of Project	
Date of completion of Project	
Scope of Work for Solution	
Number of concurrent users	
Name of the contact person for reference	
Contact details of contact person	
Modules used at Branches/Offices	
Project Details a. Operating System b. Security features c. Maintenance & support	

(Enclose necessary documentary proof)

*Provide Information in respect of all projects for every required experience who fulfills the eligibility Criteria. References may be enclosed from the customer from the above reference.

Dated this..... Day of20..

(Signature)

(In the capacity of)

Duly authorized to sign bid with seal for & on behalf of (Name & Address of the Bidder)

Annexure L - Know Your Employee (KYE) Clause

(On the Bidder's letter head)

To

Punjab & Sind Bank ,
HO Digital Banking Department,
B-38/39, Industrial Area, Phase-I,
Naraina, New Delhi-110028

Subject: Request for Proposal (RFP) for Supply, Installation and Maintenance of Tablets
Ref.: RFP No.:**Dated:**.....

- 1. We _ (name of the company) hereby confirm that all the Resource (both on-site and off-site) deployed/to be deployed on Bank's project for

(Name of the RFP) have undergone KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy.

- 2. We undertake and agree to save defend and keep harmless and indemnified the Bank against all loss, cost, damages, claim penalties expenses, legal liability because of non compliance of KYE and of misconduct of the employee deployed by us to the Bank.
- 3. We further agree to submit the required supporting documents (Process of screening, Background verification report, character certificate, ID card copy, Proof if Indentity, etc.) to Bank before deploying officials in Bank premises for __ (Name of the RFP)."

Signature of Competent Authority with company seal

Name of Competent Authority :
Company / Organization :
Designation within Company / Organization:
Date :

Name of Authorized Representative :
Designation of Authorized Representative:
Signature of Authorized Representative :
Verified above signature:
Signature of Competent Authority :
Date:

Annexure M - Certificate of Local Content

(Letter should be on the letterhead of the Bidder as well as the OEM/ Manufacturer duly signed by authorized signatory(ies))

<Submission by OEM has to be counter signed by the Bidder>

Date:

To

Punjab & Sind Bank ,
HO Digital Banking Department,
B-38/39, Industrial Area, Phase-I,
Naraina, New Delhi-110028

Dear Sir,

Subject: Request for Proposal (RFP) for Supply, Installation and Maintenance of Tablets
Ref.: RFP No.: **Dated:**.....

1. This is to certify that proposed _____ <product details> is having the local content of _____% as defined in the above-mentioned RFP.
2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 - Revision vide Order No. P-45021/2/2017-PP (BE-II) dated June 04, 2020.

OEM's Authorized Signatory(ies)
Name :
Designation :
Address :

Counter-signed by bidder:

Annexure N - Undertaking of Authenticity for Hardware

(On the Bidder's letter head)

To

Punjab & Sind Bank ,
HO Digital Banking Department,
B-38/39, Industrial Area, Phase-I,
Naraina, New Delhi-110028

Date:

Subject: Request for Proposal (RFP) for Supply, Installation and Maintenance of Tablets

Ref.: RFP No.:**Dated:**.....

Dear Sir,

With reference to the Computer Hardware being supplied / quoted to you vide our invoice no. / quotation no. / order no. cited above-----

We hereby undertake that all the components/parts/assembly/software used in the Networking Hardware shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / Parts / Assembly / Software are being used or shall be used.

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery / installation. It will be our responsibility to produce such letters from our OEM Supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation for networking Hardware / Software already billed, we agree to take back the Networking Hardware without demur, if already supplied and return the money if any paid to us by you in this regard.

Authorized Signatory Name:

Designation:

Annexure O - Pre-contract Integrity Pact

(To be submitted on the Non-judicial stamp paper of ₹500, duly signed by authorized signatory(ies))

Between
Punjab & Sind Bank (P&SB) hereinafter referred to as "The Principal",
And
_____ hereinafter referred to as "The Bidder/Contractor"

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 I transparency in its relations with its Bidder(s) and I or Contractor(s).

In order to achieve these goals, the Principal has appointed 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, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential I 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 persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions

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

1. The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. 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 other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of an 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 contract submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation 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 proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, similarly the Bidder(s)/Contractors(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.
2. The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the 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 if 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 transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise 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 dealings".

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 Integrity Pact by the Sub-contractor.
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 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 Subcontractor, 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 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 this agreement
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him /her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the MD & CEO of Punjab & Sind 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 Contractor. The Contractor 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-contractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(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 of Punjab & Sind Bank and recuse 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 the 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 of Punjab & Sind 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 of Punjab & Sind Bank, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the MD & CEO of Punjab & Sind Bank 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 9 - 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 from 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 of Punjab & Sind Bank.

Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. 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.
5. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
6. 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..... (Signature with Name, Designation & Address)

2..... (Signature with Name, Designation & Address)

Annexure P - Bid Security Declaration

(On the Bidder's letter head)

To

Punjab & Sind Bank,
HO Digital Banking Department,
B-38/39, Industrial Area, Phase-I,
Naraina, New Delhi-110028

Dear Sir,

Subject: Request for Proposal (RFP) for Supply, Installation and Maintenance of Tablets
Ref.: RFP No.:**Dated:**.....

We _____ (bidder name), hereby undertake that we are liable to be suspended from participation in any future tenders of the Bank for 2 years from the date of submission of Bid in case of any of the following:

1. If the bid submitted by us is withdrawn/modified during the period of bid validity.
2. If any statement or any form enclosed by us as part of this Bid turns out to be false / incorrect at any time during the period of prior to signing of Contract.
3. In case of we becoming successful bidder and if:
 - a) we fail to execute Contract within the stipulated time.
 - b) we fail to furnish Performance Bank Guarantee within the timelines stipulated in this RFP document.

Yours faithfully,

Date:

For _____
Signature _____

Name _____

Authorized Signatories
(Name & Designation, seal of the firm)

Annexure Q - Restriction on Procurement due to National Security

(Letter should be on the letterhead of the Bidder as well as the OEM/ Manufacturer duly signed by authorized signatory(ies))

<Submission by OEM has to be counter signed by the Bidder>

Date:

To

Punjab & Sind Bank ,
HO Digital Banking Department,
B-38/39, Industrial Area, Phase-I,
Naraina, New Delhi-110028

Dear Sir,

Subject: Request for Proposal (RFP) for Supply, Installation and Maintenance of Tablets

Ref.: RFP No.: **Dated:**.....

1. I have read the clause regarding restrictions on procurement from a bidder /OEM of a country which shares a land border with India; / certify that the bidder/OEM is not from such a country or, if from such a country, have been registered with the Competent Authority. I hereby certify that this bidder /OEM fulfills all requirements in this regard and is eligible to be considered. **(Where applicable, evidence of valid registration by the Competent Authority shall be attached.)**
2. I have read the clause regarding restrictions on procurement from a bidder /OEM of a country which shares a land border with India and on subcontracting to contractors from such countries; I certify that this bidder/OEM is not from such a country or, if from such a country, have been registered with the Competent Authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with competent authority. I hereby certify that the bidder /OEM fulfills all requirement in this regard and is eligible to be considered. **(Where applicable, evidence of valid registration by competent authority shall be attached)**

Yours faithfully,

Bidder's/OEM's Authorized Signatory Name:

Designation:

Corporate Name Address

Email and Phone :

Annexure R - Undertaking of Information Security

(Letter should be on the letterhead of the Bidder as well as the OEM/ Manufacturer duly signed by authorized signatory(ies) as per regulatory requirement)

<Submission by OEM has to be counter signed by the Bidder>

To

Punjab & Sind Bank ,
HO Digital Banking Department,
B-38/39, Industrial Area, Phase-I,
Naraina, New Delhi-110028

Sir,

Subject: Request for Proposal (RFP) for Supply, Installation and Maintenance of Tablets

Ref.: RFP No.:**Dated:**.....

We hereby undertake that the proposed solution / 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)

Yours faithfully,

Bidder/OEM Authorized Signatory Name:

Designation:

Vendor's Corporate Name Address:

Email and Phone:

Date:

Place:

Annexure S – CA certificate

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

To
Punjab & Sind Bank,
HO Digital Banking Department,
B-38/39, Block B, Industrial Area Phase I,
Naraina, New Delhi-110028

Subject: Request for Proposal (RFP) for Supply, Installation and Maintenance of Tablets

Ref.: RFP No.:**Dated:**.....

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 2022-23,2023-24,2024-25

Financial Year	Gross Turnover (in ₹)	Net Profit/ Loss (in ₹)	Net Worth (in ₹)
2022-23			
2023-24			
2024-25			

Date: _____

Place: _____

Signature of CA:

Name of CA

UDIN:

Email ID:

Mobile No:

Seal of Company:

Annexure T - Bank Guarantee for Bid Security/EMD

(To be stamped in accordance with stamp act)

Guarantee for Payment of Bid Security/Earnest Money Deposit

Bank Guarantee no.:

Date:

Period of Bank Guarantee:

Amount of Bank Guarantee: ₹

To

Punjab & Sind Bank,

HO Digital Banking Department,

B-38/39, Block B, Industrial Area Phase I,

Naraina, New Delhi-110028

Dear Sir,

WHEREAS (hereinafter called "the Bidder") has submitted its bid dated (date of submission of bid) for Request for Proposal (RFP) for **Supply, Installation and Maintenance of Tablets**(Tender Number.....) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that we(name of bank) having our registered office at _____ (address of bank) (hereinafter called "the Bank") are bound unto Punjab & Sind Bank (hereinafter called "the Beneficiary") in the sum of ₹..... /- (RupeesOnly) for which payment will and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents.

Sealed with the common seal of the said Bank this _____day of 20__.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Beneficiary and the bidder during the period of bid validity:
 - a) fails or refuses to execute the Contract Form if required; or
 - b) fails or refuses to perform, in accordance with the Terms and Conditions of the RFP or Contract;or
 - c) fails or refuses to furnish the Performance Security, in accordance with the Terms and Conditions of the RFP or Contract;

We undertake to pay the Beneficiary up to the above amount upon receipt of its first written demand, without the Beneficiary having to substantiate its demand, provided that in its demand the beneficiary will note that the amount claimed by it is due to it owing to the occurrence of one or both

of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 180 days after the period of the bid validity i.e. up to 225 days (180 Days Bid Validity + 45 Days Claim Period) from the date of Technical Bid, and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding any other term contained herein:

- a) this guarantee shall be valid only up to (mention Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and
- b) the total liability of Bank under this guarantee shall be limited to ₹..... (Rupees _____ only)

Signature

Name

(In Block letters)

Designation

(Staff Code No.)

Official address:

(Bank's Common Seal)

Attorney as per power of Attorney No. Date:

Place

WITNESS:

1..... (Signature with Name, Designation & Address)

2..... (Signature with Name, Designation & Address)

NOTE: BIDDER SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG.

Annexure U - Letter for Refund of EMD

(on the Bidder's letter head)

LETTER FOR REFUND OF EMD

(To be submitted by the unsuccessful bidders)

Date:

Punjab & Sind Bank ,
HO Digital Banking Department,
B-38/39, Industrial Area, Phase-I,
Naraina, New Delhi-110028

Subject: Request for Proposal (RFP) for Supply, Installation and Maintenance of Tablets

Ref.: RFP No.:**Dated:**.....

We _____ (Company Name) had participated in the captioned RFP and we are an unsuccessful bidder.

Kindly refund the EMD submitted for participation. Details of EMD submitted are as follows

Sr. No.	Bidder Name	BG/DD Number	Drawn on (Bank Name)	Amount (₹)

Bank details to which the money needs to be credited via **NEFT** are as follows

1. Name of the Bank with Branch
2. Account Type
3. Account Title
4. Account Number
5. IFSC Code Sign

Name of the signatory Designation

Company Seal.

**Annexure V - Format of Performance Bank Guarantee (Covering Delivery obligations) -
Performance Bank Guarantee**

(To be stamped in accordance with stamp act)

(Issued by any Public Sector Bank other than Punjab & Sind Bank)

Performance Bank Guarantee No.

Bank Guarantee Amount

Expiry Date

Claim Period

Account

GUARANTEE FOR PERFORMANCE OF CONTRACT/AGREEMENT

THIS GUARANTEE AGREEMENT executed at _____ day of _____ Two Thousand _____ BY: _____ Bank, a body corporate constituted under _____, having its Registered Office/ Head Office at _____, and a Branch Office at _____

(Hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:

Punjab & Sind Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 and having its Registered Office at 21, Rajendra Place, New Delhi 110008 and a Corporate Office, NBCC building, Block 3, Plate B, East Kidwai Nagar, New Delhi – 110023. (hereinafter referred to as "Bank" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

WHEREAS Bank had called for the bids for **Request for Proposal (RFP) for Supply, Installation and Maintenance of Tablets, Tender No.:**.....dated..... and for the purposes M/s..... have been appointed as the Vendor (hereinafter referred to as "Vendor") and accordingly has entered into Contract / Agreement on (Agreement) with Bank subject to the terms and conditions contained in the said documents and the Vendor has duly confirmed the same.

AND WHEREAS pursuant to the Bid Documents, the Agreement, and the other related documents (hereinafter collectively referred to as "the said documents", the Bank has agreed to avail from M/s..... and M/s..... has agreed to provide to the Bank, the Request for Proposal (RFP) for Supply, Installation and Maintenance of Tablets for two years, on rate contract basis and other required equipments, more particularly described in the Schedule/Annexure to the said documents, subject to payment of the contract price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained the said documents.

AND WHEREAS the Vendor has duly signed the said documents.

AND WHEREAS in terms of the said documents, inter alia, the Vendor is required to procure an unconditional and irrevocable Performance Bank Guarantee, in favour of the Bank, from a Bank

acceptable to the Bank for a sum of ₹.....
(Rupees..... Only) being 5% of the total contract value for the faithful observance and performance by the Vendor of the terms, conditions, covenants, stipulations, provisions of the Agreement /the said documents AND WHEREAS at the request of the Vendor, the Guarantor has agreed to issue the Guarantee in favour of the Bank for a sum of ₹.....(Rupees.....Only)

AND WHEREAS at the request of the Vendor, the Guarantor has agreed to guarantee the Bank that the Vendor shall faithfully observed and performed of the terms of the said documents.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

In consideration of the above premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees to the Bank as follows:

- 1) The Guarantor hereby agrees and guarantee that the Vendor shall faithfully observed and performed all the terms and conditions stipulated in the Contract/Agreement and the said documents.
- 2) The Guarantor hereby guarantees and undertakes to pay, on demand and without demur, reservation, contest, recourse or protest or without any reference to the Vendor, to the Bank at its office at New Delhi forthwith, and all monies payable by the Vendor to the extent of ₹..... against any loss, costs, damages, etc. suffered by the Bank on account of default of the Vendor in the faithful observance and performance of the terms, conditions, covenants, stipulations, provisions of the Agreement / said documents, without any demur, reservation, contest, recourse or protest or without any reference to the Vendor. Any such demand or claim made by the Bank, on the Guarantor shall be final, conclusive and binding notwithstanding any difference or any dispute between the Bank and the Vendor or any dispute between the Bank and the Vendor pending before any Court, Tribunal, Arbitrator, or any other authority.
- 3) The Guarantor agrees and undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.
- 4) The Bank shall be the sole judge to decide whether the Vendor has failed to perform the terms of the Agreement / said documents for providing the Services by the Vendor to the Bank, and on account of the said failure what amount has become payable by the Vendor to the Bank under this Guarantee. The decision of the Bank in this behalf shall be final, conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.
- 5) To give effect to this Guarantee, the Guarantor will be deemed to be the Principal Debtor to the Bank.
- 6) The liability of the Guarantor, under this Guarantee shall not be affected by:
 - a) any change in the constitution or winding up of the Vendor or any absorption, merger or
 - b) amalgamation of the Vendor with any other company, corporation or concern; or
 - c) any change in the management of the Vendor or takeover of the management of the Vendor by the Government or by any other authority; or

- d) acquisition or rationalization of the Vendor and/or of any of its undertaking(s) pursuant to any law; or
 - e) any change in the constitution of Bank / Vendor; or
 - f) any change in the setup of the Guarantor which may be by way of change in the constitution,
 - g) Winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or the absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.
- 7) This guarantee will remain in force up to the period of 3 years plus 6 months from the date of the date of signing the contract.
 - 8) Notwithstanding anything contained in this Guarantee, the Guarantor hereby agrees and undertakes to extend the validity period of this guarantee for a further period as may be requested by the Bank, from time to time.
 - 9) This guarantee shall be binding upon us and successors -in -interest and shall be irrevocable.
 - 10) For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of New Delhi where the Bank has its Head Office shall alone have jurisdiction to the exclusion of all other courts.
 - 11) Notwithstanding anything contained herein above
 - i. Our liability under this Performance Bank Guarantee shall not exceed ₹..... (Rupees only)
 - ii. This Performance Bank Guarantee shall be valid up to.....
 - iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve on us a written claim or demand on or before (mention validity period + claim period).

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED SEALED AND DELIVERED BY the within named Guarantor (Vendor Bank),

Signature

Name

(In Block letters)

Designation

(Staff Code No.).....

Official address:

(Bank's Common Seal)

Attorney as per power of Attorney No. Date:

WITNESS:

1. (Signature with Name, Designation & Address)

2. (Signature with Name, Designation & Address)

Annexure W - Bid Query Format

(on the Bidder's letter head)

Subject: Request for Proposal (RFP) for Supply, Installation and Maintenance of Tablets

Ref.: RFP No.:Dated:.....

Bidders have to provide their queries on eligibility criteria, scope of work, terms & conditions etc. in excel format as mentioned below. Bidders are requested to categorize their queries under appropriate headings. Bidders are requested to provide a reference of the page number, state the clarification point and the queries/suggestion/deviation that they propose as shown below (all the queries will be entertained in this Microsoft Excel format by e-mail):

Queries will not be accepted in any other format other than Microsoft Excel.

Sl. No.	Clause no.	Page no.	Clause	Query	Bank Response

Place:

Date: Signature:

Name & Designation: Business Address:

Annexure X- Escalation Matrix

(on the Bidder's letter head)

Subject: Request for Proposal (RFP) for Supply, Installation and Maintenance of Tablets

Ref.: RFP No.:Dated:.....

We hereby submit the escalation matrix of our organization M/s. _____ for "RFP for Supply, Installation and Maintenance of Tablets related issues as following:-

S. No.	Escalation Level	Name	Designation	Contact No.	Email ID
1.	Escalation Level 1				
2.	Escalation Level 2				
3.	Escalation Level 3				

Date:

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Annexure Y- Compliance Statement – Reverse Auction

(on the Bidder’s letter head)

To

Punjab & Sind Bank ,
HO Digital Banking Department,
B-38/39, Industrial Area, Phase-I,
Naraina, New Delhi-110028

Dear Sir,

Subject: Request for Proposal (RFP) for Supply, Installation and Maintenance of Tablets

Ref.: RFP No.:Dated:.....

We hereby declared that:-

- 1) We _____ (name of the company) hereby confirm having submitted our bid for participating in Bank’s RFP dated _____ for procurement of _____.
- 2) We also confirm having read the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
- 3) We hereby undertake and agree to abide by all the terms and conditions stipulated by Punjab & Sind Bank in the RFP document including all annexure and the Business Rules for Reverse Auction.
- 4) We shall participate in the on-line auction conducted on GeM portal and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by GeM.
- 5) We, hereby confirm that we will honor the Bids placed by us during the auction process, failing which EMD shall be forfeited / we shall be liable to be suspended from participation in any future tenders of the Bank for 5 years. We also understand that the bank may debar us from participating in future tenders.
- 6) We confirm having nominated Mr. _____, designated as _____ of our company to participate in the Reverse Auction on behalf of the company. We undertake that the company shall be bound by the bids made by him in Reverse Auction.
- 7) We undertake to submit the confirmation of last bid price by us on GeM portal. We also undertake to submit the Commercial Bill(Indicative) for the TCO (Total Cost of Ownership) in terms of RFP.

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No/Telephone No.:

Seal of Company:

Annexure Z - Letter of Authority for participation in Reverse Auction

(on the Bidder's letter head)

Date:

To

Punjab & Sind Bank,
HO Digital Banking Department,
B-38/39, Industrial Area, Phase-I,
Naraina, New Delhi-110028

Dear Sir,

Subject: Request for Proposal (RFP) for Supply, Installation and Maintenance of Tablets

Ref.: RFP No.:Dated:.....

1. We _____ (name of the company) have submitted our bid for participating in Bank's RFP dated _____ for procurement of _____
2. We also confirm having read and understood the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
3. As per the terms of RFP and Business rules, we nominate Mr. _____ designated as _____ of our company to participate in the Reverse Auction.
4. We accordingly authorize Bank and / or the Auction Company to issue user ID and password to the above named official of the company.
5. Both Bank and the auction company shall contact the above named official for any and all matters relating to the Reverse Auction.
6. We, hereby confirm that we will honor the Bids placed by Mr. _____ on behalf of the company in the auction process, failing which we will forfeit the EMD. We agree and understand that the bank may debar us from participating in future tenders for any such failure on our part.

Verified above signature

Signature of Verifying Authority: _

Signature with company seal

Name-

Designation within Company / Organization –

Company / Organization -

Address of Company /Organization