

ੴ ਸ੍ਰੀ ਵਾਗਿਗੁਰੂ ਜੀ ਕੀ ਫ਼ਤਹਿ

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(ਭਾਰਤ ਸਰਕਾਰ ਕਾ ਉਪਕ੍ਰਮ)



Punjab & Sind Bank
(A Govt. of India Undertaking)

Where service is a way of life

REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF VENDOR FOR END-TO-END SOLUTION FOR MERCHANT ACQUIRING BUSINESS THROUGH POINT OF SALES (POS) TERMINALS ON OPEX MODEL WITH REVENUE SHARING.

Tender No. : PSB/ HODBD/RFP/01/2022-23

Date: 16/03/2023



PUNJAB & SIND BANK

Head Office Digital Banking Dept.

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

Naraina, New Delhi – 110028

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ABBREVIATIONS USED IN THIS DOCUMENT

1	RFP	Request for Proposal (Interalia the term "Tender")
2	EMD	Earnest Money Deposit
3	EDC	Electronic Data Capture
4	PoS	Point of Sale
5	PSTN	public switched telephone network
6	GPRS	General packet radio service
7	MPoS	Mobile Point of Sale
8	Bidder	Who purchase this tender document and submit response to it
9	L1 BIDDER	Means the Bidder who is found to be the lowest bidder, subject to compliance of all the Terms and Conditions of the RFP etc.
10	Service Provider	Means respondent to the RFP document also abbreviated as "Bidder"
11	Bank	Bank means "Punjab & Sind Bank"
12	NEFT	National Electronic Funds Transfer
13	RTGS	Real Time Gross settlement
14	ECS	Electronic Clearing System
15	NPCI	National Payments Corporation of India
16	AMEX	American Express
17	EMV	Europay, MasterCard and Visa,
18	TLE	Terminal Line Encryption
19	UKPT	Unique Key Per Transaction
20	DUKPT	Derived Unique Key Per Transaction
21	PCI-DSS	Payment Card Industry Data Security Standard
22	PA-DSS	Payment Application-Data Security Standard
23	DCC	Dynamic Currency Conversion
24	DRS	Disaster Recovery Site
25	BCP	Business Continuity Plan
26	OEM	Original Equipment Manufacturer
27	BIN	Bank Identification Number
28	BG	Bank Guarantee
29	SOLUTION	means Set up, Manage and Operate Merchant Acquiring Business through POS/EDC terminals as per this RFP
30	MIP/VAP/NFS	Master Interface point/VISA Access Point/ National Financial Switch
31	NFC	Near Field Communication
32	LAN	Local Area Network
33	LD	Liquidated Damage
34	HO	Head Office
35	OSD	OEM Services Division
36	SB	Selected Bidder
37	MDR	Merchant Discount Rate
38	TCO	Total Cost of Ownership
39	BFSI	Banking, Financial Services and Insurance

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INTRODUCTION

Punjab & Sind Bank (hereinafter referred to as “Bank”) invites Request for Proposal (hereinafter referred to as “RFP”) from reputed vendors for providing Point of Sale (also referred to as POS) acquiring business under OPEX Model with revenue sharing, at its Branches and other offices located across the Country based on the requirements, specifications, terms and conditions laid down in this Request for Proposal (RFP) and its Annexures.

DISCLAIMER

The information contained in this Request for Proposal (“RFP”) document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of Punjab & Sind Bank (or Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by the Bank to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as “Bidder” or “Bidders” respectively). The purpose of this RFP is to provide the Bidders with information to assist in the formulation of their proposals.

This RFP does not claim to contain all the information each Bidder requires. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. The 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. The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder require.

Bank in its absolute discretion, but without being under any obligation to do so, can update, amend or supplement the information in this RFP. Such change will be published on the Website (<https://punjabandsindbank.co.in>) and it will become part of RFP. Punjab & Sind Bank reserves the right to reject any or all the proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of the Bank shall be final, conclusive and binding on all the parties. Bank reserves the right to cancel the entire bid at any point of time, or disqualify any particular bidder, if it finds that fair play is not maintained by the bidder.

THIS RFP CONSIST OF THREE PARTS. PART I - DETAILS PROJECT SPECIFIC TERMS AND CONDITIONS, PART II DETAILS GENERAL TERMS AND CONDITONS AND PART III DETAILS SUBMISSION OF VARIOUS DOCUMENTS AS PER FORMATS PROVIDED AS ANNEXURES.

PART I - PROJECT SPECIFIC TERMS & CONDITIONS:

1.1 SCHEDULE OF BIDDING PROCESS:

Particulars	Details
Tender Number	PSB/ HODBD/RFP/01/2022-23, dated :16/03/2023
Tender Title	Request for Proposal (RFP) for Selection of vendor for End-to-End Solution for Merchant Acquiring Business through Point of Sales (POS) terminals on Opex Model with revenue sharing
Date of Publishing of RFP on Bank's website (https://punjabandsindbank.co.in)	16/03/2023
Last Date for Submission of Pre-Bid Query	22/03/2023 12.00Hrs (Queries must be e-mailed to ho.dbd@psb.co.in only as per Annexure-16 in MS-excel format quoting tender reference number in the subject)
Bid Validity	180 days
Date and Time for Pre-Bid Meeting	24/03/2023 12.00 Hrs.
Last date and time for Bid submission	06/04/2023 15:00 Hrs.
Date and Time of opening of Technical Bids	06/04/2023 16.00 Hrs.
Date and Time of opening of Indicative Commercial Bids	To be notified later to the qualifying bidders only.
Place of Submission and Opening of Bids	Punjab & Sind Bank, HO Digital Banking Department B-38/39, Block B, Industrial Area Phase I Naraina, New Delhi-110028
Contact Persons for any clarifications/ Submission of Bids	Ms. Ashima Xaxa (Sr Manager) – 8368472813, Sh Sudip Kumar Sahoo (AGM) – 9759780603

1.2 COST OF BID DOCUMENT & EARNEST MONEY DEPOSITS (EMD):

Price of Tender Copy (Non Refundable)	Rs.10,000+GST@18% (Rupees Ten Thousand +GST only)* should be submitted online only in favour of Punjab & Sind bank on or before last date of bid submission in the following account: IFSC Code: PSIB0000606 Bank & Branch: Punjab & Sind Bank, Rajendra Place, New Delhi-110008 Account No. : 06061100068510 Account Name: HO DIGITAL BANKING DEPARTMENT
Bid Security (EMD)-Earnest Money Deposit	Rs.5,00,000/- (Rs. Five Lac only) Bid Security (EMD) Declaration is to be submitted as per Annexure -8

* All MSEs having registration as per provisions of the Public Procurement Policy for Micro and Small Enterprises i.e. District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME and Start-ups (recognized by DIPP) are exempted from submission of Tender Fee and EMD only. Relevant certificates should be submitted by the bidder in this regard to avail exemption.

Note:

1. The above dates are tentative and are subject to change without any prior notice or intimation. Notwithstanding anything contained in this document, Bidders shall confirm with the Bank the venue, date and time, one day prior to any of the above scheduled event.
2. If any of the dates given above happens to be Holiday in Delhi, the related activity shall be undertaken on the next working day at the same time.
3. All claims made by the Bidder will have to be backed by documentary evidences.
4. Bidders to ensure to get themselves registered timely on e-procurement site, managed by Bank's service provider M/s C1 India Pvt. Ltd. as detailed in the RFP, at least two working days before the bid submission date, to avoid last moment issues.
5. Bidders are required to strictly submit their bids in person and in electronic form too using the e-procurement system at <https://psb.eproc.in> by using their digital certificates of class III and above (both encryption and signing). Bidders are advised to keep digital certificates (or tokens) ready at time of submission of bid. Use of Digital Certificate is mandatory for participation in e-tendering process. Bidders should ensure that Digital token has not expired or corrupted at the time of e-tendering process. In case of any clarification/ queries regarding online registration/ participation, Bidders may reach out to: Email: psbsupport@c1india.com Ph: 0124-4302033/36/37.
6. Bidders should submit bids well before time rather than waiting for last moment to avoid any technical glitches or networking issues etc. at their end.
7. 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.
8. 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.

1.3 Objective

Bank is floating a new RFP for inviting prospective bidders for providing "End-to End Solutions" to set up, manage and operate Merchant Acquiring Business through POS terminals on Revenue Sharing Model (Opex) for pan India. In this connection, Bank invites sealed offers viz. "Conformity to Eligibility Criteria", "Technical Proposal" and "Commercial Bid" for selection of Bidder/s as per the Terms & Conditions, Technical Specifications and Scope of Work described in this document.

This invitation of Bids is open to all Original Equipment Manufacturers (OEMs) for the PoS terminals having presence in India, Solution Provider, Indian Authorized Representative (IAR) / Agent on behalf of the Principal / Original Equipment Manufacturer (OEM) / Solution Provider provided the participating bidders fulfill the minimum qualification criteria as mentioned in bid document. In case of authorized representative, a letter of authorization to this effect from OEM must be furnished.

Note:

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

1.4 BIDDER QUALIFICATION CRITERIA (BQC):

The documentary evidence of the Bidder's qualifications to perform the contract, if its offer is accepted, shall establish to the Bank's satisfaction that:

Eligibility Criteria (EC)

Sl.	Eligibility Criteria	Documentary proof required for each of the eligibility criteria stipulated
1	Any of the following: a) Bidder should be a limited company(Public/Private) registered in India under the Companies act,1956/2013 for the last 5 years as on the date of issuance of RFP. b) Registered as a partnership firm (registered under section-59 of the Partnership Act, 1932) or c) A limited liability partnership (under the Limited Liability Partnership Act, 2008) in India.	1. Firm registration certificate/Certified copy of certificate of incorporation and other relevant documents. 2. Certificate of Incorporation issued by Registrar of Companies along with 3. Copies of Memorandum of Association 4. Copies of Articles of Association 5. Shareholding pattern 6. PAN, TAN, GSTIN Certificate and any other tax related document applicable is required to be submitted along with the eligibility bid. 7. Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME.
2	The "Certificate of Recognition" as a "Start-up" from the Ministry of Commerce and Industry(Department of Industrial Policy and Promotion) The bidder should be recognized by Department for Promotion of industry and internal trade (DPIIT) or registered as MSME Entrepreneur, & still Categorized as MSME as on the date of submission of RFP.	The relevant certificate to be submitted. The firm/company should be a "Start-up" as on the date of submission of RFP. Registration certificate issued by / from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME, relevant certificate issued by (Department for Promotion of industry and internal trade (DPIIT).
3	The turnover of the start-up should not have been greater than Rs. 100 crores from the year of commencement or last ten years whichever is later.	Certificate from the Chartered Accountant to be submitted.

4	Bidder to have minimum one number of the Acquiring Public Sector Banks with whom bidder has a direct agreement & bidder's switch has been certified for Merchant Acquiring for them.	Bidder has to submit the Documentary proof.
5	The Bidder must be in position to provide support / maintenance / upgradation of Point of Sale during the period of contract with the Bank. Bidder, be it OEM/OSD or premium partner / authorized reseller.	Bidder has to submit a letter of authorization as per format provided in Annexure-19 .
6	The Bidder should have its own switch or license to use third party switch for routing POS transactions, Merchant Management system, Underwriting system, Risk Monitoring(Both Merchant underwriting and Transaction monitoring) and settlement & Reconciliation system.	Bidder has to submit the Documentary proof from the Client. If third party switch/ license is used then bidder have to submit a declaration from third party switch provider for supplying license.
7	The bidder should be PCI- DSS certified & PA-DSS certificate compliant.	Copy of certificate shall be enclosed
8	The Bidder should own/ have a valid license from Card Network Associations Visa, Master, Rupay, American Express and should be in POS Acquirer Business for the past two years which involves activities like Direct Acquisition of Merchants, POS deployment, maintenance, transaction, POS transaction processing, enabling the payments to Acquiring Banks, Merchant Payment net of MDR, monitoring of transactions, dispute Management etc. The infrastructure should be in use by at least One Scheduled Commercial banks in India for switching POS transactions.	Bidder has to submit copy of license from Card Network Association. Bidder has to submit documentary proof from the client for POS Acquirer Business.
9	The bidder through own switch/ third party switch (which bidder is licensed to use) should have connectivity with Network/scheme provider for routing VISA, AMEX, Master card and RuPay transactions.	Self-Declaration on company letterhead signed by authorized signatory.
10	The bidder should have both primary and DR Centre fully audited and complied with VISA, MasterCard, RUPAY& AMEX guidelines.	Bidder has to submit the latest audit certificate in this regard

11	The bidder should have a total turnover of Rs. 25 Crores in any two years out of last three financial year i.e. 2019-20, 2020-21 and 2021-22 and The firm/Company should have a positive net worth in last three financial year i.e. 2019-20, 2020-21 and 2021-22.	Bidder has to submit Audited Balance Sheet for last 3 Years (i.e. 2019-20, 2020-21 and 2021-22). AND Bidder must produce a certificate from the Company's Chartered Accountant to this effect. The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number.
12	The bidder should not have been blacklisted by any Govt. / Govt. Agency / Bank(s) / Financial Institutions / RBI / IBA in India as of RFP issue date for breach of any applicable law or violation of regulatory prescriptions or breach of agreements.	Bidder to submit the Self Declaration certificate as per format provided in Annexure-12 of the RFP along with the technical bid.
13	The bidder should ensure that there are: a. No legal proceedings pending or threatened against bidder or which adversely affect / may affect performance under the contract; and b. No inquiries or investigations have been threatened, commenced or pending against the bidder or by any statutory or regulatory or investigative agencies.	Declaration in the letterhead of the bidder's company to that effect duly certified by Statutory Auditor should be submitted.
14	The bidder should not be from a country which shares a land border with India unless the bidder is registered with the Competent Authority (as detailed in Office memorandum- F.No.6/18/2019-PPD of Dept. of Expenditure, Ministry of Finance). Bidder from a country which shares land border with India 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 A consortium or joint venture where any member of the consortium of joint venture falls under any of the above.	Documents to be submitted: A declaration on letter head of bidder / OEM duly signed by Authorized Signatory stating "we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we are not from such a country or; if from such a country, have been registered with the Competent Authority (Copy attached). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered" to be submitted.

1.5 REQUIREMENTS & SCOPE OF WORK:

- i. The scope of RFP involves providing “End-to End Solutions” to set up, manage and Operate Merchant Acquiring Business through POS terminals on Revenue Sharing Model (Opex) for pan India basis. It involves deployment of POS Terminals at Merchant Locations for acceptance of all types of cards, issued in association with VISA, MasterCard, RUPAY& AMEX (also JCB-CUPI if desired by the bank) etc. by the Bidder and routing the transactions to Bidder’s Switch and then to the appropriate interchange switch viz. VISA/MasterCard/RUPAY/ AMEX (also JCB-CUPI if desired by the bank).
 - ii. The bidder has to deploy the POS Machines at its own cost in Opex Model and maintain them and, also offer “End-to-End Solutions” including deployment/installation of POS terminals, terminal driving, Switching, merchant help desk, consumables, sourcing and enrolment of Merchants, personal visits to merchants/Spot Verification, Documents procurement & verification, marketing & sourcing of new business, field services, transaction settlement, reconciliation of transactions, dispute handling, providing MIS, Dash Board or Online Portal, handling chargeback & holdover issues, etc.
 - iii. Bidder shall migrate all existing PoS merchants from the existing service provider to its own set-up and also on-board new merchants on acquiring platform by procurement of KYC & other documents and execution of tri-partite Agreement with the merchants afresh duly stamped in terms of applicable State laws, at Bidder’s cost. The cost of printing of application forms, tripartite agreement including cost of stamps, as applicable, etc. will be borne by the Bidder.
 - iv. Bank is intending to acquire around 3000 Android POS terminals within next three years as per the latest configurations available in the market. This figure can vary according to actual demand and deployment. As such for all purposes, actual deployment figures will be taken into account. Successful Bidder has to provide End-to-End Solution for Acquiring of Merchant through the Android POS machine without any cost to the Bank, on revenue sharing basis.
 - v. Scope of the RFP also includes migration of entire data of existing merchant acquiring business of the bank through POS terminals, by the bidder from the existing service provider, with no cost to the Bank, meaning thereby, that the cost of migration, if any, from the existing service provider to the new service provider will be borne entirely by the newly selected bidder. No installation charges for migration of existing merchants.
 - vi. The infrastructure/Software/Application developed as part of the agreement can be put to use in all offices of Bank at no cost to the Bank.
In addition to this, the Bidder should have the capability to provide the requisite infrastructure/Software/Application and its integration as per the specifications for procurement projects of State/central Governments (like PUNGRAIN in Punjab State)/Food Corporation of India (FCI), etc at no extra cost to Bank.
 - vii. Bank requires Android POS terminals* with below mentioned services mandatorily :
 - a) Regular card present transactions (Visa, Master, Rupay, Discover, AM-EX etc.),
 - b) Bharat QR
 - c) NCMC & NFC,
 - d) UPI QR Codes
 - e) Cash@POS
 - f) Aaadhaar Enabled Payment System
- *Selected bidder should provide modern and updated POS terminals during the contract period at no extra cost to Bank.
- viii. Bidder should have a strong acquiring presence across India.
 - ix. Bidder is expected to source the merchants on the basis of leads provided by the bank.
 - x. Bidder should be capable to integrate its solution with Bank’s Omni Channel & Merchant on boarding solution.

- xi. Financial liability, if any, arising on account of charge back shall be borne by the bidder, all other activities required to be done in case of charge backs shall also be taken care of by the bidder. Bidder shall be responsible for conducting activities like charge back management, re-presentment, retrieval, file uploads and download, dispute/ fraud management.
- xii. Bidder is required to bear entire Fraud & Risk Liability and, also to provide effective Fraud & Risk management services. Addressing of charge backs, if any arises, will be to the account of the bidder and all other issues like collection of charge slips, making representation etc shall also be managed by the bidder.
- xiii. The Bidder should disclose the brand, model and manufacturer's name of the POS terminals to be offered to the Bank and the said POS terminals should be currently under operation at least in one Nationalized Bank/ Scheduled Commercial Bank(other than Cooperative Bank) with trouble free operations.
- xiv. The Bidder to ensure that the POS terminals to be deployed under the Contract are fully compliant with industry standard specifications and incorporating latest features/software updates.
- xv. Bidder should provide online portal and Mobile App. for all merchants to manage their profile and to track their transactions online
- xvi. Capability to generate GST, FIRC certificates etc on a monthly or at a frequency decided by the Bank and to provide GST data as per the format prescribed by GST Council, GOI thereby enabling the Bank to remit GST amount as per requirement of the GST Council.
- xvii. Compliance to all our Bank guidelines along with guidelines of the Government of India, Regulatory bodies and the Schemes, at no extra cost to the Bank.
- xviii. The POS terminal should have facility to record geo tagging for payment gateways as per RBI circular CO.DPSS.OVRST.No.S1738/06-08-018/2021-2022 dated March 25, 2022
- xix. The POS terminals being deployed must-
 - Be Fully EMV compliant (as per latest revisions)
 - Be in the approved terminal list of the EMV Co
 - Be Chip-compliant and capable of PIN acceptance for chip cards.
 - Have TLE & UKPT/DUKPT functionality
 - Have Contactless/Wi-fi functionality
 - Have Punjab & Sind Bank branding on it.
 - Have of bank's name on the charge slip.
- xx. Cost of patch and software up gradation, additional features in POS machine on account of Regulatory, statutory, Network, Security compliance shall be borne by the successful Bidder
- xxi. Bidder shall develop, customize and ensure periodical up-gradation of terminal application software, from time to time, as per requirement of the Bank and in compliance to the guidelines issued by the Government of India, Regulatory authorities viz. RBI, DFS, MEITY, etc. and Scheme Fees viz. VISA/MasterCard/RUPAY etc., without any extra cost to Bank.
- xxii. Bidder shall upgrade the terminal application as per the mandates received from time to time from the settlement agencies. i.e. VISA/MasterCard/RUPAY/AMEX etc., at no extra cost to Bank.

BRIEF REQUIREMENTS

1. DELIVERABLES:

- a. Bank is intending to acquire around 3000 numbers of Android POS terminals within next three years as per the latest configurations available in the market and deliver the same to the successful bidder for installation of these terminals at various locations. Android POS terminals would be deployed. However, this number will not be binding on the Bank and successful bidder will be paid same rates for any number of terminals managed by them.

- b. Bank requires Android POS terminals* with below mentioned services mandatorily :
- I. Regular card present transactions (Visa, Master, Rupay, Discover, AM-EX etc.),
 - II. Bharat QR
 - III. NCMC & NFC,
 - IV. UPI QR Codes
 - V. Cash@POS
 - VI. Aadhaar Enabled Payment System

*Selected bidder should provide modern and updated POS terminals during the contract period at no extra cost to Bank.

- c. Bidder is expected to source the merchants on the basis of leads provided by the bank.
- d. All applications/devices/service provided should invariably comply with Electronic Point of Sale Security standards such as PCI-DSS, PA-DSS, PCI-PTS etc.
- e. Maximum MDR Charges to be Collected from Merchant as mentioned below:

Maximum MDR Charges to be Collected from Merchant								
Product	Category Business Type	MDR range						
		Credit Card			Debit Card			International Cards
		Domestic	Premium	Super Premium	Master/Visa		Rupay	
Below 2000	Above 2000							
Android POS	Retail	1.50%	1.85%	2.40%	0.40%	0.90%	0.00%	2.40%
	Govt. Entities	1.10%	1.10%	1.10%	0.40%	0.90%	0.00%	2.40%
	Educational institution	1.10%	1.10%	1.10%	0.40%	0.90%	0.00%	2.40%
	Utilities	1.10%	1.10%	1.10%	0.40%	0.90%	0.00%	2.40%
	Insurance	1.10%	1.10%	1.10%	0.40%	0.90%	0.00%	2.40%
	Super Markets	1.40%	1.40%	1.40%	0.40%	0.90%	0.00%	2.40%
	Taxi & Limousines & Bus/passenger Services	1.20%	1.20%	1.20%	0.40%	0.90%	0.00%	2.40%
	Charity & Social Organizations	1.30%	1.30%	1.30%	0.40%	0.90%	0.00%	2.40%

Note: MDR charges must adhere to Regulatory guidelines and subject to change on time to time as per such regulatory guidelines.

Any changes in MDR prescribed and as advised by the RBI, NPCI or any other regulatory authority will be implemented without any deviation from issued guidelines & without any additional cost.

f. Following are the maximum installation charges:

Maximum Installation charges:		
Sl No.	Area of POS device to be installed	Installation charges per month (in Rs.)
1	Metro	300
2	Urban	500
3	Semi Urban/Rural	800

g. **Maximum rent to be collected from merchant is Rs.700/- per terminal per month.**

h. Successful bidder has to provide dashboard/ portal to Bank to monitor real time device uptime, complaint status and settlement details with report download option for a date or a date range.

i. Scope of the RFP also includes migration of entire data of existing merchant acquiring business of the bank through POS terminals, by the bidder from the existing service provider, with no cost to the Bank.

Opex Model

The successful Bidder has to perform all the below mentioned activities without any cost to the Bank i.e all the expenses borne by the successful Bidder under OPEX Model:

- End- to –End solution will be provided by vendor.
- Vendor will provide the Android POS machines.
- Vendor will provide Switch, BIN & infra.
- All types of charges i.e. interchange fees, switch fees, etc. will be borne by vendor.
- Reconciliation, charge back, dispute resolution all are to be taken care by vendor.

Revenue Sharing Model and General clauses:

a. The Bidder will submit the Bid quoting the MDR to be collected from the merchant for the categories mentioned in the above table. (The MDR, Rent & Installation Fees mentioned in aforesaid Deliverable Clause 1 (e),(f) & (g) are maximum. The bidder cannot go beyond the maximum Cap in each category).

b. The Bank and the successful Bidder will be sharing the Merchant Acquiring revenue and the Bid has to be submitted, quoting the percentage of MDR to be shared with the Bank.

c. The Bidder has to give a Bid for minimum monthly Rental charges for Android PoS Terminals. The Bank and the successful Bidder will be sharing the MONTHLY RENT and the Bid has to be submitted, quoting the percentage of Rent to be shared with the Bank.

d. All the other charges/expenses i.e., routing charges payable to Card Schemes, cost of consumables, Certification of terminals/systems, maintenance of terminals etc. will have to be borne by the successful Bidder.

e. VISA, MasterCard, RuPay & Amex certification charges including audit charges shall be borne by the Successful Bidder along with all other tools charges.

f. Successful Bidder shall provide a web portal to view/read details of transactions, Transaction alert reports, POS Terminal-wise performance, and other reports as per the requirement of the Bank.

g. Cost of patch and software up-gradation, additional features in POS machine on account of Regulatory, statutory, Network, and Security compliance shall be borne by the successful Bidder.

h. The consumables shall be supplied by the successful bidder at their cost.

i. There will not be any Capital or revenue investment from the Bank.

j. The Successful Bidder shall execute a non-disclosure Agreement with the Bank regarding customer data in the format prescribed by the Bank.

k. Successful bidder will process settlement and credit merchant account on T+1 basis (notwithstanding holidays). All support for settlement process shall be provided by the successful bidder including Merchant payment after collecting MDR (on T+0 / T+1 calendar Days Basis), rent & other charges, settlement with Card Associations like payment of issuer interchange, transaction charges, GST payments, income sharing etc.

l. The successful bidder shall have a dedicated team for attending troubleshooting calls and other Merchant queries. The trouble shooting shall be done as per the timelines fixed in the Service Level Support Response Time & Penalties. Any delay attracts levy of Liquidated damages/penalty by the Bank.

m. The successful bidder has to provide one resource to be available at the H.O. for support and marketing. The resources should be experienced with good knowledge of the product and process of the PoS transaction and settlement. It will be utilized for providing early resolution of customer complaints, dispute resolution and other PoS machine/transactions/settlement related issues raised by the merchants. For following up with their internal teams for proving various data required by the Bank and for marketing of the PoS products in coordination with their internal marketing staffs and Bank staffs at Zonal Offices.

n. Successful Bidder shall adhere to the timelines fixed in the Service Level Support Response Time & Penalties for installation/de-installation of POS machines and in attending & rectifying trouble shooting calls by Merchants. Any delay attracts levy of Liquidated damages/penalty by the Bank.

o. The settlement should be as per the TAT advised by regulatory authorities or as mentioned in point no (k) above, whichever is earlier.

Bidder Responsibility:

If the proposal/quotation includes equipment products /services/software and/ or support by other companies or individuals, the bidder as the principal bidder shall be responsible for their supply, delivery,

installation and maintenance and uninterrupted operations. The principal bidder must ensure that they possess the necessary expertise and required infrastructure for executing the task as per scope of work and has the requisite permission/license for the equipment/ software. It will be the responsibility of the bidder to enter into inter se agreement with such other service provider(s) so as to ensure uninterrupted operations.

In addition to the above, the selected bidder/vendor would also be required to ensure the following:

- In case any part of the work / process is required to be out-sourced by the selected bidder/vendor, the vendor shall seek prior approval of the Bank.
- The selected bidder/vendor must ensure and confirm due diligence / KYC / Physical verification at its own as well as the employees of its service providers / sub-contractors and must be able to provide documentary evidence for the same to the satisfaction of the Bank.
- The selected bidder/vendor must build adequate safeguards to ensure that the information/ documents/ records/ assets of the Bank are maintained in a way that the same are safe and there is no commingling of similar information with other organizations to which it may be providing services.
- The selected bidder/vendor shall ensure preservation of all documents / data in accordance with all legal/ regulatory obligations as advised from time to time.
- The selected bidder/vendor shall be liable for any data breach/ loss/ damage by Service Provider/ their contractor(s)/ sub-contractor(s) or its employees or employees of its contractor(s)/ sub-contractor(s) including any legal consequences arising out of any such breach/ loss / damage.
- The selected bidder has to take prior permission from the Bank in case of providing any additional services to the merchant other than the PoS.
- The selected bidder shall submit the undertaking to provide the Business Continuity Plan (BCP) acceptable to the Bank before the Bank places the Work Order on the vendor. It shall be the responsibility of the Service Provider to submit a comprehensive Business Continuity Plan (BCP) and Management of Disaster Recovery (DR) Plan for the approval of Bank. The said plans:
 - To ensure the continuous availability of End-to-End solution for Merchant Acquiring Business.
 - To identify mission critical activities and their respective single points of failure.
 - To have specific disaster recovery strategy for mission critical activities.
 - To have disaster recovery strategy, which is well developed, documented, tested and maintained on a regular basis.
 - To recover and perform system operations at an alternate facility.
 - To provide access rights/visitation rights to Bank officials, RBI auditors / Govt / NPCI etc from time to time for verification and/or audit purposes; and
 - Bidder shall also undertake to develop/customize any new application in future at its own cost for smooth running of the operations of business of the Bank.

Penalty:

- a) The Selected bidder has to install PoS/EDC terminal within 2 working days in case of Metro/Urban areas, 4 days in case of semi-urban areas and 7 days in case of rural areas after getting installation approval from the Bank.
 - The Selected bidder shall be charged penalty for not adhering to the time schedule of delivery/installation/make terminal operational at the rate of Rs. 100/- per day per POS/EDC terminal, subject to maximum Rs.1000/- per terminal.
 - Penalties at the rate of Rs 100 per day per POS/EDC will be levied on selected bidder in case after receiving the complaint, the POS/EDC is down for more than 24 hours in metro and urban areas, more than 48 hours in a semi-urban and 72 hours in rural area, subject to maximum Rs.1000/- per terminal. These penalties will be applicable if terminal is not working

because of any reason attributable to the service provider / bidder which could, inter-alia, include malfunctioning of the POS/EDC machine, non-availability of consumables, non-operation of Server of the service provider, or due to deficiency or non-availability of services as stated in the scope of work. The Service Provider may provide temporary equivalent replacement as a workable solution to avoid the above penalty.

- b) Apart from the penalty clauses given herein above, in case PoS/EDC remains out of order more than 15 days, rent for that particular PoS/EDC machine will not be charged from the merchant. In such event, the Service Provider if credited without deducting the rental charges for that month, the Bank can deduct the same from future payments payable or the Service Provider shall refund the amount forthwith to Bank on demand by the Bank.
- c) Bidder has to complete the migration of POS terminals and entire data of existing merchant acquiring business of the bank through POS terminals from the existing service provider, within 30 days of acceptance of purchase order at no cost to the Bank.
- d) In case of delay in migration, Penalties at the rate of Rs 100 per day per POS/EDC remaining to migrate will be levied on selected bidder, the POS/EDC, subject to maximum Rs.1000/- per terminal.
- e) Bidder will have to provide the Dashboard/ Portal to Bank as mentioned in Point no (h) under Deliverable within one month from the date of acceptance of purchase order. Any delay will attract penalty of Rs.1000/- per week without any cap.
- f) Since there is no recurring payable by the Bank to successful bidder, the successful bidder will have to provide additional security of Rs.1 lakh (Rs.10,000 x 10 FDRs) in the form of FDR for adjustment of penalty (if any) as mentioned in this penalty section, which will be reconciled after recovery from successful bidder (if any) on monthly basis.

1.6 PERFORMANCE BANK GUARANTEE

- i. Within 30 (Thirty) days from the date of acceptance of the Purchase Order, the Successful Bidder shall furnish a Performance Guarantee for a period of 36 months with a claim period of twelve months from the date of expiry of guarantee for an amount equivalent to Rs.18 Lakh (Rupees Eighteen lakh only) in the format as per **Annexure -9**.
- ii. The above mentioned bank guarantees shall be issued by any scheduled commercial bank other than Punjab & Sind Bank acceptable to us.
- iii. Bank reserves its right to invoke the Bank Guarantees (for delay in delivery or non- delivery/ non-performance) on the following grounds and as per terms and conditions stipulated in the Bank Guarantee at any point of time:
 - a) Delay in Implementation beyond stipulated schedule as per the scope of work mentioned in the RFP.
 - b) Non Performance of the SLA terms and conditions.
 - c) Fails to pay the due penalty, if any, as demanded by the Bank.

1.6.A CONTRACT PERIOD

The period of contract shall be for 3 years from the date of acceptance of purchase order. Renewal of contract after 3 years shall be at mutually agreed terms and conditions. Termination of contract shall be as per the terms and conditions laid out in Scope of Work and elsewhere in this RFP.

1.6.B PROJECT PHASES AND SCHEDULES

1.5.B.1 PROJECT PHASES:

1. User Acceptance Testing of Proposed POS terminals
2. Operationalization

1.5 B.2 SCHEDULES:

1. User Acceptance Testing (UAT):

- a) Bank shall conduct User Acceptance Testing of the proposed model of POS.

The successful bidder shall provide one Android POS terminal at Punjab & Sind Bank's Naraina office, within 10 days of acceptance of Purchase order. It shall be the responsibility of the successful bidder to successfully demonstrate the working of the POS as per the technical specifications mentioned in this RFP. The Android POS terminal submitted for UAT shall remain in the Bank's premises for the duration of the contract for testing of subsequent patches/content etc. and changes emanating from other regulatory guidelines without any cost to the Bank.

- b) UAT should be completed within 2 weeks of date of acceptance of Letter of Intent.

2. If, at any time during performance of the Contract, the Successful Bidder should encounter conditions impeding timely delivery of the Services and performance of Services, the SELECTED BIDDER shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, the Bank shall evaluate the situation and may at its discretion extend the Bidder's time for performance against suitable extension of the performance guarantee.
3. Schedule of acceptance has been elaborated in section penalty of Scope of the work.

1.7 REVENUE SHARING MODEL AND GENERAL CLAUSES:

A. Revenue sharing through MDR

Maximum MDR Charges to be Collected from Merchant								
Product	Category Business Type	MDR range			Debit Card			Internat- ional Cards*
		Credit Card			Master/Visa		Rupay	
		Domestic	Premium	Super Premium	Below 2000	Above 2000		
Android POS	Retail	1.50%	1.85%	2.40%	0.40%	0.90%	0.00%	2.40%
	Govt. Entities	1.10%	1.10%	1.10%	0.40%	0.90%	0.00%	2.40%
	Educational institution	1.10%	1.10%	1.10%	0.40%	0.90%	0.00%	2.40%
	Utilities	1.10%	1.10%	1.10%	0.40%	0.90%	0.00%	2.40%
	Insurance	1.10%	1.10%	1.10%	0.40%	0.90%	0.00%	2.40%
	Super Markets	1.40%	1.40%	1.40%	0.40%	0.90%	0.00%	2.40%
	Taxi & Limousines & Bus/passenger Services	1.20%	1.20%	1.20%	0.40%	0.90%	0.00%	2.40%

	Charity & Social Organizations	1.30%	1.30%	1.30%	0.40%	0.90%	0.00%	2.40%
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Note : MDR charges must adhere to Regulatory guidelines and subject to change on time to time as per such regulatory guidelines.* All types of international (NON-INR) transactions.

- a. The Bank and the successful Bidder will be sharing the Merchant Acquiring revenue (MDR charges) as per rate quoted by the successful bidder in **Annexure-6**.
- b. The revenue shared will be excluding taxes and the frequency will be monthly.

B. Revenue sharing through Rent

- a. Maximum rent to be collected from merchant is Rs.700/- per terminal per month.
- b. The Bank and the successful Bidder will be sharing the RENT (RENT charges) as per rate quoted by the successful bidder in **Annexure-6 (Table-VIII)**.
- c. The revenue shared will be excluding taxes and the frequency will be monthly.

1.8 PRICES AND TAXES

1. Prices should be quoted as per format in **Annexure-6**.
2. The quoted prices shall be exclusive of GST and inclusive of all applicable duties.
3. The quoted prices shall be all inclusive of technical service charges, charges for media, charges for packing, freight and forwarding, transit insurance and local transportation charges, Hamali charges and charges such as cost towards boarding, traveling, lodging etc.
4. The quoted price should as per scope, functional requirements & technical specifications mentioned in the RFP.
5. The quoted price should be inclusive of Travelling, Boarding, and Lodging and for any incidental expenses. Bank shall not bear any other cost other than the one indicated in the Commercial Bid format.
6. Applicable taxes like TDS and NEFT charges, if any will be deducted from the amount payable.
7. Prices quoted by the Bidder shall remain fixed during the Bidder's performance of the contract and will not be subject to variation on any account.
8. A bid submitted with an adjustable price quotation will be treated as non- responsive and will be rejected.
9. Price should not be indicated at any place in the Technical Bid. If the price is indicated in the technical bid, the entire bid will be summarily rejected.
10. The prices shall be quoted in Indian Rupees. Any reference made to variation in pricing due to appreciation / depreciation of Indian rupees against any other currency is not acceptable.
11. Bids (both technical as well as commercial bid) shall be valid for a period of 180 days from the last date for submission of bids. Bids submitted with a short validity period will be treated as non-responsive and will be rejected.

12. Bids shall be submitted strictly as per the format given in the bid and any addition / deletion / change in the format will be summarily rejected.

13. Bids without signature of authorized signatory of the bidder will be summarily rejected

Bank reserves its right to accept / reject any bid, which is not in line with these conditions.

1.9 EVALUATION PROCESS:

There would be a three (3) stage evaluation process.

The stages are:

- 1) Eligibility Criteria Evaluation
- 2) Technical Evaluation
- 3) Commercial Evaluation

The Eligibility Criteria would be evaluated first for the participating bidders. The bidders, who qualify all Eligibility Criteria as mentioned in clause 1.4 of Part 1, will be shortlisted for the Technical bid evaluation. A detailed technical evaluation would be undertaken for eligible bidders and only the technically qualified bidders would be shortlisted for commercial opening.

The Bank will open the eligibility and technical bids, in presence of bidders representative(s) who choose to attend, at the time and date mentioned in Bid document on the date and venue mentioned in Clause 1.1. The bidder's representatives who will be present shall sign the register evidencing their presence / attendance.

Bidders should note that the commercial bid is only for the purpose of finalizing the base price for reverse auction. The L-1 Bidder(s) will be decided only later, on finalization of prices through Reverse auction.

1.9.A.Evaluation Methodology

The objective of evolving this evaluation methodology is to facilitate the selection of the most cost-effective solution (Total Cost of Ownership) over contract period that appropriately meets the requirements of the Bank.

• Eligibility & Technical Evaluation

The Bank will evaluate the technical response of the bidders who are found eligible as per the eligibility criteria mentioned in the RFP.

Bidders satisfying eligibility criteria will be thoroughly evaluated by the Bank on compliance of Technical Specifications / Requirements / Scope of Work of the desired solution. Only bidders meeting all of the Technical Specifications / Requirements / Scope of Work, as defined in the RFP document will be evaluated further. Bidders are expected to submit detailed documentary evidence for all services provided by their solution specifically the ones included in the Technical Specifications / Requirements / Scope of Work.

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 clarification / explanation.

Technical Evaluation and Scoring for the qualified bidders shall be as per the following criteria:

S.No.	Parameters and Scoring	Max Score	Marks Obtained
1	Bidders' sole experience in Merchant Acquiring Business with specific reference to no. of years of Experience in India		
	<2 Years	0	
	>= 2 Years and <= 3 Years	5	
	Above 3 Years	10	
2	Number of Acquiring Public Sector Banks with whom bidder has a direct agreement & bidder's switch has been certified for Merchant Acquiring for them.		
	Implementation in 1 Public Sector Banks	2	
	Implementation above 1 Public Sector Bank and up to 3 Banks	5	
	> 3 Public Sector Banks	10	
3	Number of POS/EDC Acquiring Transaction Processed Per Annum in India (during past three years- each year)		
	10 Lakh per annum	2	
	Above 10 Lakh up to 50 lakh per annum	5	
	Above 50 lakh	10	
4	Availability of Switching, related Hardware, software and technical expertise		
	Both outsourced	0	
	Primary owned but DR outsourced	5	
	Own (Primary as well as DR)	10	
5	Bidders direct agreement with the bank for Implementing of Fraud Risk Management Tool in India		
	Less than 2 Banks	0	
	>= 2 Years and <= 5 Years	5	
	Implementation above 5 Banks	10	
6	Direct contract of the bidder with the BFSI for managing the Installed base of EDC/ POS terminals (PSTN & GPRS & Mobile POS, Android POS) in India (aggregate number for all the banks together.		
	Installed and Managed upto 10000 Terminals as on the date of RFP	0	

	Installed and managed above 10000 up to 50000 terminals	5	
	Installed and managed above 50000 terminals	10	
7	Value Added Services as per scope of work:		
	EMI	3	
	Dynamic Currency conversion & Multi currency	3	
	PC base PoS	3	
	Availability of Sound box facility	3	
8	Availability of Remote Terminal Management for loading application upgrades, OS patches etc.		
	If No -0	0	
	If Yes -5	5	
9	Business Continuity Plan and Disaster Recovery arrangements of service provider		
	If No	0	
	If Yes	10	
10	POS Terminal Hardware & Processor		
10.A	Operating System:		
	Android 9.0 OS or above	10	
	Android OS below 9.0 but above 7.0	7	
	Android OS below 7.0	5	
10.B	Processor Details:		
	Quad core 1.8 GHz ARM CORTEX –A17	10	
	Quad core 1.4 GHz ARM CORTEX	5	
	Quad core below 1.4 GHz ARM CORTEX	3	
	Else	0	
10.C	Modem & Connectivity		
	Wireless wide area GSM/GPRS 4G compatible with 3G/2G + Wifi + Bluetooth on 850/900/1800/1900 MHz	5	
	Else	0	
10.D	Printer		
	Integrated thermal with graphics capabilities, 18 lines per second, 24 or 32 columns; standard roll paper 58 mm x 40mm Plastic Bar Tear.	5	
	Else	0	
10.E	Power/Battery		

	Battery Capacity 5000mAh or more voltage to be defined 5200mAH x3.6V / 2600mAH x7.2V	10	
	Else	0	
10.F	Display Configuration:		
	5" HD scratch resistance screen (Multi Touch)	10	
	5" IPS 1280 x 720resolution, Capacitive touch screen	5	
11	Availability of portal for merchants/Bank to view transactions, statements online		
	If No	0	
	If Yes	5	
12	Call Centre available with :		
	Less than 25 employees	0	
	More than 25 but less than 50 employees	2	
	More than 50 employees	4	
13	Field Service Centers with dedicated local staff In India		
	Number of Service centers up to 50 in India	0	
	Centers above 50 up to 100	2	
	Centers above 100 and	4	
	Total	150	

It shall be the responsibility of the bidders to submit relevant proof of document corresponding to above criteria's. Scoring shall be done based on the documents submitted along with the technical bid and no further correspondence shall be sent in this regard. Minimum qualifying marks are

66.67% of the total i.e. 100 marks out of 150.

Note:

- a. If the number of bidders scoring ≥ 100 marks is less than 3, bank may, at its sole discretion, reduce the qualifying marks to allow minimum 3 bidders for the next stage of evaluation.
- b. Bank shall not entertain any representation from the bidders on technical evaluation marks. The decision made by the bank shall be final and binding on all.

Non-compliance of any point in technical requirements and scope of work will lead to rejection from the further evaluation process. After technical evaluation, the commercial bids of only those bidders declared as technically qualified will be opened.

NORMALIZATION OF BIDS

The Bank will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that Bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the commercial bid; the Bank may at its discretion ask all the technically shortlisted Bidders to resubmit the technical and commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of technical submission or till the Bank is satisfied. The Bidders agree that they have no reservation or objection to the normalization process and all the

technically short listed Bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The Bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process

COMMERCIAL EVALUATION:

The envelope containing the commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting commercial bid set out in the RFP.

The commercial bids shall be opened in the presence of short listed bidders, if they are present. If the shortlisted bidders or their duly authorized representatives are not present, the commercial bids will be opened in their absence. The intimation of time and place of opening of commercial bids will be informed separately to technically qualified Bidders only

In case there is a variation between numbers and words, the value mentioned in words will/may be considered.

The commercial offer should consist of rate quoted as per **Annexure-6**.

The Bank will determine whether the Commercial Bids are complete, unqualified and unconditional. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the Scope of the RFP within the total quoted price shall be that of the Bidder. Thereafter, Bank will notify the name of the technically eligible bidders for participating in Reverse Auction.

REVERSE AUCTION

The Bank shall conduct the reverse auction on base price and the price so obtained after closure of Reverse Auction shall be taken into account for Commercial Evaluation. Bidders have to submit final itemized price to the Bank within 48 hours of closure of Reverse Auction process.

In case any technically qualified bidder does not take part in reverse auction, then he will not be considered for commercial evaluation.

The procedure of reverse auction will be notified to the shortlisted bidders separately.

All eligible bidders must have a valid digital signature to participate in the online reverse auction.

Bidder to note that only those bidders who participate and submit a bid(s) in the Reverse Auction shall be considered for further evaluation. However, in case no bidder participates, Bank reserves the right to conduct a re-reverse auction.

Business Rules for Reverse Auctions

Applicability

Reverse auctions are carried out under the framework of rules that are called Business Rules.

- All bidders participating in reverse auction shall understand/accept and give an undertaking for compliance with the same to the Bank in the prescribed format "**Annexure-21** : Compliance for Reverse Auction" and "**Annexure-22**: Letter of Authority for participating in Reverse Auction".
- Any bidder not willing to submit such an undertaking shall be disqualified for further participation in the e-procurement process in question.

Compliance/Confirmation from Bidder

- The bidders participating in reverse auction shall submit the following document(s) duly signed by the same Competent Authority who signs the offer document in response to the RFP:
- Acceptance of Business Rules for Reverse Auction and undertaking as per format in **Annexure-21**: Compliance for Reverse Auction and **Annexure-22**: Letter of Authority for participating in Reverse Auction.

Training to bidders

- The Bank will facilitate training for participation in reverse auction either on its own or through the service provider for the reverse auction.
- On request where necessary, the Bank/service provider may also conduct a 'mock reverse auction' to familiarize the bidders with reverse auction process.
- Any bidder not participating in training and/or 'mock reverse auction' shall do so at his own risk and it shall not be open for him to make any request / complaint / grievance later.
- Each bidder shall participate in the training at his / their own cost.
- The venue, date, time etc. for training in reverse auction shall be advised at the appropriate time.
- No request for postponement/fixing of training date/time shall be entertained which in the sole view and discretion of the Bank might result in any avoidable delay to either the Reverse Auction or the whole process of selection of bidder.

Date/time of reverse auction

- The date and time of commencement of reverse auction as also duration of 'Reverse Auction Time' shall be communicated at least 4 working Days prior to such auction date.
- Any force majeure or other condition leading to postponement of auction shall entitle the Bank to postponement of auction even after communication, but the Bank shall be obliged to communicate to all participating bidders the 'postponement' prior to commencement of such 'Reverse Auction'.

Conduct of Reverse Auction

- The reverse auction shall be conducted on a specific web portal meant for this purpose.
- The reverse auction may be conducted by the bank itself or through a service provider specifically identified/appointed/ empanelled by the bank.

Transparency in Bids

All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.

Masking of Names

- Names of bidders shall be masked in the Reverse Auction process and bidders will be given suitable dummy names.
- After completion of Reverse Auction, the service provider / auctioneer shall submit a report to the Bank with all details of bid and the original names of the bidders as also the L1 bidder with his / their original names.

Start Price

Reverse Auction process shall commence at and after electronically loading the "START-UP PRICE" on the basis of lowest TCO arrived at after evaluation of commercial bids or lesser than the lowest TCO arrived as evaluated by the Bank.

Decrement Bid Value

- The bidders shall be able to bid only at a specified decrement value or multiple thereof and not at any other fractions. The Bid decrement value for each line item or for composite value shall be decided by the Competent Authority depending upon the nature and the value of equipment being procured.
- For the sake of convenience of bidders, the web portal shall display the next possible decremented value of bid. It is not, however, obligatory on the part of bidders to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level.)

Reverse Auction Process

- In order to reduce the time involved in the procurement process, Bank shall be entitled to complete the entire procurement process through a single Reverse Auction or in multiple Reverse Auctions by splitting the items of bill of material in different lots.

- The Bank shall however, be entitled to cancel the Reverse Auction process, if in its view procurement or Reverse Auction process cannot be conducted in a fair manner and / or in the interest of the Bank.
- The successful bidder shall be obliged to provide commercials at the last bid price at the close of auction.

Changes in Business Rules

- Any change in Business Rules as may become emergent and based on the experience gained may be made by the Bank.
- Any/all changes made in Business Rules shall be uploaded in the Website of the Bank i.e. <https://punjabandsindbank.co.in> immediately.
- If any reverse auction process has commenced and a change is made in Business Rules, it shall be informed immediately to each bidder participating in the Reverse Auction and his concurrence to/ acceptance of the change shall be obtained in writing by the Bank.

Don'ts applicable to the Bidders

- No bidder shall involve itself or any of its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Bank shall disqualify the bidders concerned from the e-Procurement process.
- Bidder shall not disclose details of bids or any other details concerning Reverse Auction process of the Bank to any other third party without specific permission in writing from the Bank.
- Neither Bank nor service provider/ auctioneer can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, Loss of electronic information, power interruptions, UPS failure, etc. at bidders' place. (Bank shall, however, entertain any such issues of interruptions, problems with open mind and fair degree of transparency in the process before deciding to stop or extend the auction.)

On any issue or area of material concern respecting e-Procurement not specifically dealt with in these Business Rules, the decision of the bank shall be final and binding on all concerned.

1.9.B AWARD OF CONTRACT:

Following evaluation, a contract may be awarded to the bidder whose bid meets the requirements of this RFP and provides the best value to the Bank from commercial point of view after Reverse Auction.

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 Deputy General Manager (DBD) at the address given in this RFP

Contract shall be awarded to the L1 Bidder. Bank may at its own discretion may invite L1 Bidder for further negotiations. If for any reason L1 bidder backs out or the purchase order given to the L1 Bidder does not get executed in part / full, the Bank shall forfeit the EMD & invoke bank guarantee for delivery/performance and may go for contract with L2 Bidder.

PART –II-GENERAL TERMS & CONDITIONS:

2.1 SUBMISSION OF BIDS

2.1.A Submission of Offer-Three BID System:

- Three separate envelopes superscripted with 'Conformity to Eligibility Criteria, Section -A', 'Technical Proposal Section - B' and 'Commercial Bid Section - C' respectively and properly closed and sealed. Thereafter, all the three envelop shall be placed inside another envelope and properly closed and sealed.

- Bidders satisfying the Project Specific terms and conditions and General terms and conditions specified in this RFP and ready to provide the said hardware in conformity with Technical Specification may submit their bid through Bank's e-tendering service provider website <https://psb.eproc.in> on or before the time line stipulated vide clause 1.1 of the RFP. Refer clause 2.26 for E-Tender Service pre requisite for bid submission.
- All the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be paginated with Name, Seal and signature of the Authorized Signatory. Bids with erasing / overwriting / cutting without authentication may be liable for rejection. Authorization letter for signing the Bid documents duly signed by Bidder's Authorized signatory should be submitted.
- All the envelopes shall bear the name and complete postal address of the Bidder and the authority to which the Bid is submitted.
- The Name and address of the Bidder, RFP No. and Due Date of the RFP are to be specifically mentioned on the Top of the envelope containing Bid.
- If the last day of submission of bids is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the last day for submission of the RFP. The Bid/s which is/are deposited after the said date and time shall not be considered.
- Bidders are required to strictly submit their bids in personal and in electronic form too using the e-procurement system at <https://psb.eproc.in> by using their digital certificates of class III and above (both encryption and signing). Bidders are advised to keep digital certificates (or tokens) ready at time of submission of bid. Use of Digital Certificate is mandatory for participation in e-tendering process. Bidders should ensure that Digital token has not expired or corrupted at the time of e-tendering process.
- Eligibility evaluation would be completed first followed by Technical evaluation. Thereafter, Price Information (Indicative Commercial Bid) of the eligible & technically qualified bidders will be opened.
- Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the Bank, e-tendering website will receive the bids up to the appointed time on the next working day. Extension / advancement of submission date and time will be at the sole discretion of the Bank.
- The bid as well as all the correspondence and documents relating to the bid exchanged by the Bidder and the Bank shall be in English language only.

2.1.B SUBMISSION OF DOCUMENTS:

In addition to uploading the documents in the e-tendering portal, Bidder should also submit the following in a sealed cover to the address notified in the clause 1.1 of the RFP on or before schedule mentioned in clause 1.1 of the RFP.

- a. Bank Draft / Bankers Cheque/ NEFT/ UPI for Rs. 10,000/- (Rupees Ten Thousand Only – non-refundable) towards cost of documents.
- b. Bank Guarantee in lieu of EMD for Rs. 5,00,000/- (Rupees Five Lakh Only).

Bidders should be in possession of the acknowledgement issued by e-tendering system for submission of bids through e-tendering system and provide the same if asked by the Bank at the time of opening of Technical bids.

In case the above documents are not submitted on or before the schedule mentioned in clause 1.1 of the RFP, the bid will be rejected even if the same is uploaded in the Bank's e-tendering service provider website.

The above documents in a sealed cover (with one sealed technical bid and one sealed commercial bid in it) should be put in the tender box kept in the Digital Banking Department of the Bank's Office, New Delhi, on or before the date and time mentioned in the Schedule for bidding process given in clause 1.1 of this RFP or they may be handed over to office of the Bank's Digital Banking Department, New Delhi mentioned in clause 1.1 of the RFP.

Bids received in any other mode other than the mode stipulated above, will not be accepted.

2.2 BID OPENING PROCESS:

Technical Bid (hard copy) offer will be opened on the date and time mentioned in the RFP clause 1.1 in the presence of the representatives of prospective Bidders having authorized letter on behalf of company to attend the opening of said bids. No separate intimation will be given in this regard.

The Bank will follow a two bid opening process through e-tendering system as follows:

1. Technical Bid Opening and Evaluation.
2. Commercial Bid Opening and Evaluation.

In the first stage, the technical bids submitted in Bank's e-tendering website and in person, shall be opened in the presence of available authorised representatives of the bidders who chose to remain at the time, date and venue mentioned in clause 1.1 of this RFP. The evaluation and short listing criteria shall be based on the criteria set out in clause 1.9 of this RFP.

The evaluation of commercial bids shall be based on the criteria set out in Clause 1.9 of this RFP. Bidders should note that the commercial bid is only for the purpose of finalizing the base price for reverse auction. The L-1 Bidder(s) will be decided only later, on finalization of prices through Reverse auction.

2.3 COST OF BID DOCUMENT AND EARNEST MONEY DEPOSIT:

The bid should also be accompanied by BG in lieu of Earnest Money deposit (refundable) of Rs. 5,00,000/- (Rupees Five Lakhs Only) and cost of bid document (non-refundable) for Rs. 10,000/- (Rupees Ten Thousand Only) by way of a DD/Manager Cheque/NEFT/UPI for the amount in favour of Punjab & Sind Bank, New Delhi.

Bank Guarantee submitted in lieu of EMD should be valid **for minimum period of 12 months with a claim period of 12 months** from the date of expiry of guarantee from the last date for submission of bids. The format for submission of EMD in the form of Bank Guarantee is as per **Annexure-8** of this RFP.

This Bank Guarantee in lieu of EMD will be returned to the disqualified bidder along with notice of disqualification, to unsuccessful bidders on determination of L1 bidder and to the successful bidder on receipt of the Bank guarantee for delivery & installation as per clause 1.6 of this RFP. Bids received without the Demand Draft and Bank Guarantee in lieu of EMD mentioned above will be rejected.

Bank shall forfeit EMD /invoke Bank Guarantee in lieu of EMD in the following events:

1. If a bidder withdraws the bid during its validity period.
2. If a bidder makes any statement or encloses any document which turns out to be false/incorrect at a later date.

3. In case the successful bidder fails to sign the contract or fails to furnish the Bank Guarantee (Performance & Delivery) as required.

2.4 BIDDER'S INQUIRIES ON RFP & BANK'S RESPONSE:

All enquiries from the bidders, related to this RFP must be directed in writing / email and sent to the address/email ID's as per schedule mentioned in clause 1.1 of the RFP. Any clarifications / query received thereafter shall not be considered and will be ignored. The preferred mode of delivering written questions, to the aforementioned contact person would be through the email followed by letter in writing. In no event, Bank will be responsible in ensuring receipt of inquiries. The format to be used for seeking clarifications is mentioned in **Annexure-16 (Pre-bid Query Format)**

SI.No	Page No.	Clause No.	Query

Bank makes no commitment on its part to accept all the queries / suggestions / requests submitted by the bidders. Bank on reviewing the inquiries received from the bidders, wherever needed, will carry out necessary amendment to its RFP clauses, if any, and the same will be posted in the Bank's website and no separate communication will be sent to individual bidders. However, Bank makes no representation or warranty as to the completeness or accuracy of any response made to the queries in good faith.

2.5 BIDDER'S RESPONSIBILITY VIS-À-VIS THIRD PARTY PRODUCTS / EQUIPMENTS / SOFTWARE:

If the proposal includes equipment or software marketed and / or supported by other companies / individuals, the bidder, as the prime contractor for the delivery, installation and maintenance of the entire system, must declare that they possess the requisite permission / license for the equipment / software. The successful bidder has to provide handholding support to the new incoming bidder in case of termination of the contract or completion of the contract for smooth handover of the operation. If successful bidder fails to provide handholding support, Bank shall invoke the Bank Guarantee for performance.

2.6 LIABILITIES OF THE BANK:

This RFP is not an offer of the Bank, but an invitation for Bidder's responses. No contractual obligations on behalf of the Bank, whatsoever, shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized officers of the Bank and the Bidder. However, until a formal contract is prepared and executed, this offer together, notification of award of contract and Bidder's written acceptance thereof shall constitute a binding contract with the vendor.

2.7 OWNERSHIP:

The RFP and all supporting documentation / templates are the sole property of the Bank and violation of this will be breach of trust and the Bank would be free to initiate any action deemed appropriate. The proposal and all supporting documentation submitted by the bidders shall become property of the Bank.

2.8 FURNISHING OF INFORMATION

The Bidder is expected to examine all instructions, forms, terms and specifications in these documents. Failure to furnish all information required by the documents or to submit a bid not substantially responsive to the documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

2.9 FORMAT AND SIGNING OF BIDS

The original Technical and Commercial bids shall be typed and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The person or persons signing the bid shall initial all pages of the offer.

2.10 AUTHENTICATION OF ERASURES / OVERWRITING ETC.

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

2.11 AMENDMENTS TO RFP TERMS AND CONDITIONS:

Banks reserves its right to issue any amendments to the terms and conditions, technical specification of the RFP at any time prior to the deadline for opening of the technical bids. Such amendments to RFP shall be webcasted through Bank's official website.

2.12 CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT:

Successful bidder and its employees will be strictly under obligation not to communicate or allow to be communicated to any person or divulge in any way, any information relating to the ideas, the concepts, know-how, techniques, data, facts, figures and information whatsoever concerning or relating to the Bank and its affairs to which the said employees have access in the course of the performance of the contract. A non- disclosure agreement as per format provided in **Annexure-18** should be executed by the Successful bidder.

2.13 CLARIFICATION

During evaluation of the bids (both technical and commercial), the Bank may, at its discretion, ask the Bidder for any clarification on its bid. The request for clarification and the response shall be in writing / email, and no change in the prices shall be sought, offered, or permitted after submission of the bid.

2.14 ERRORS AND THEIR RECTIFICATION

Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected based on the corrected figure and the corrected figure will be reckoned for determination of L1 bidder. If the bidder does not accept the correction of the errors, its bid will be rejected.

2.15 BANK'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

Notwithstanding anything contained in any of the clauses, Bank hereby reserves its right to accept or reject any or all the bids and to annul the bidding process at any time prior to contract award, without

thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Bank's action.

2.16 CONTACTING THE BANK

Any effort by a Bidder to influence the Bank in its decisions on bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

2.17 ACCEPTANCE OF CONTRACT

Within 7 days (exclusive of holidays) of receipt of the Purchase Order, the company shall sign, affix official stamp and date the duplicate copy / photo copy of the Purchase Order and Request for Proposal document along with its amendments (if any) and return it to the Bank as a token of having accepted the terms and conditions of the Contract.

2.18 FORMATION OF CONTRACT & EXECUTION OF SLA.

Acceptance of the Purchase Order / letter of intent as defined in clause 2.17 of this RFP constitute a valid contract. Successful bidder shall enter into a formal SLA with the Bank detailing terms and conditions set out in this RFP and in Purchase order / Letter of Intent. However, until an SLA is signed by both the parties, contract so constituted as detailed in this clause shall be construed as Service Level Agreement and shall be applicable.

2.19 ASSIGNMENT & SUBCONTRACTING

The Successful Bidder/s shall not assign or subcontract, in whole or in part, its obligations to perform under this RFP and subsequent Contract, except with the Bank's prior written consent.

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this tender shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Agency under this tender.

2.20 USE OF CONTRACT DOCUMENTS AND INFORMATION

The Successful Bidder shall not, without the Bank's prior written consent, disclose any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

2.21 TERMINATION OF CONTRACT

A. TERMINATION FOR DEFAULT

The Bank, without prejudice to any other remedy for breach of Contract, shall give written notice of default to the Bidder with a cure period of 30 days. After 30 days if Bank is not satisfied with the response, may terminate the Contract in whole or in part:

- a) if the Bidder fails to deliver any or all of the solution within the period(s) specified in the Purchase Order/letter of intent, or within any extension thereof granted by the Bank or

b) if the Bidder fails to perform any other obligations(s) under the Contract.

In the event of the Bank terminating the Contract in whole or in part, pursuant to clause 1.6 & 1.7, the Bank may procure, upon such terms and in such manner, as it deems appropriate, solution and related services, similar to those undelivered, and the Bidder shall be liable to the Bank for any excess costs for such similar services subject to a maximum of the order value. However, the Bidder shall continue performance of the Contract to the extent not terminated.

B. TERMINATION FOR INSOLVENCY

The Bank may at any time terminate the Contract by giving written notice with a cure period of 30 days to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. If the bank is not satisfied with the bidder's reply, bank may terminate the contract. Termination in this case will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

C. TERMINATION FOR CONVENIENCE

The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination. It is also clarified that the Vendor shall not be entitled to terminate the contract.

2.22 FORCE MAJEURE

Notwithstanding the provisions of clauses 2.21 the Bidder shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods and epidemics.

If a Force Majeure situation arises, the Bidder shall promptly notify the Bank within (7 days) of the occurrence of the event, the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

Similarly, Bank shall also be not liable for any delay or failure in providing required infrastructure or support to the successful bidder to perform its obligations under the contract where such delay or failure is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bank and not involving the Bank's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods and epidemics.

2.23 COPY RIGHT/LICENCE VIOLATION

The bidder shall explicitly absolve the Bank of any responsibility/liability for use of system/software delivered along with the equipment; (i.e. the bidder shall absolve the bank in all cases of possible litigation/claims arising out of any copy right/license violation.) for software (s) sourced either from third parties or from themselves.

2.24 LIMITATION OF LIABILITY:

The liability of bidder under the scope of this RFP is limited to the value of the relevant order.

2.25 COMPLIANCE TO LABOUR ACT:

As per Government (Central / State) Minimum Wages Act in force, it is imperative that all the employees engaged by the bidder are being paid wages / salaries as stipulated by government in the Act.

2.26 E-TENDERING:

This Tender will follow e-Tendering process which will be conducted by Bank's authorized e-Tendering Service Provider M/s C1 India Pvt. Ltd. through website: <https://psb.eproc.in>

Following activities will be conducted online through the above website:

1. Purchase of RFP document including all Annexures
2. Addendums to the RFP
3. Submission of Technical Bid & Commercial Bid by the Bidder
4. Opening of Technical Bid & Commercial Bid by the Bank
5. Announcement of results, if any

Instructions:

1. Bidders who wish to participate will have to register with the website (<https://psb.eproc.in>). Bidders will be required to create login id & password on their own in registration process.
2. Bidder who wish to participate in this tender need to procure Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency. Bidders can view the list of licensed CA.s from www.cca.gov.in.
3. In case of any clarification/ queries regarding online registration/ participation, Bidders may reach out to: Email: psbsupport@c1india.com Ph: 0124-4302033/36/37

Note: • Bank expects the interested Bidders to download the copy of the complete RFP document along with all Annexures either through Bank's website <https://punjabandsindbank.co.in> or <https://psb.eproc.in>

Bidder has to make a payment for tender document through DD/MC/NEFT/UPI in favor of **PUNJAB & SIND BANK** as part of bid failing of which the bid of the concerned Bidder will be rejected. (Please mention the tender name with year and company name at the back of DD/MC)

- The mode of submission of Bid shall mandatorily be both- Online and Offline.

In case the specified date of submission & opening of Bids is declared a holiday in Delhi under the NI act, the bids will be received till the specified time on next working day and will be opened at the time mentioned in the RFP. Punjab and Sind 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. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

2.27 PACKING:

The Successful Bidder shall provide such packing of the hardware as is required to prevent their damage or deterioration during the transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

2.28 INSURANCE:

The Service Provider/Selected Bidder may be required to take adequate insurance cover against all kinds of risks including fidelity clause for the loss arising from acts of omission/ commission/ dishonesty of its employees and/ or agents and would be required to keep the insurance policy alive at all times during the currency of the agreement. Bank will not be responsible for any loss to bidder on account of non-insurance to any equipment or services. All expenses towards insurance shall be borne by the Vendor.

2.29 OTHER TERMS AND CONDITIONS

- a. The Bank shall have the right to withhold any payment due to the successful bidder in case of delays or defaults on the part of the successful bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
- b. Successful bidder shall hold the Bank, its successors, Assignees and administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its technical resources, employees, agents, contractors, subcontractors etc. However, the Selected Bidder/vendor would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.
- c. Successful bidder shall be responsible for managing the activities of its personnel and will be accountable for both. Selected Bidder shall be vicariously liable for any acts, deeds or things done by their technical resources, employees, agents, contractors, subcontractors etc. that is outside the scope of power vested or instructions issued by the Bank.
- d. Successful bidder shall be the principal employer of the technical resources, employees, agents, contractors, subcontractors etc. engaged by Selected Bidder and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the contract to be issued for this tender.
- e. The indemnification is only a remedy for the Bank. The successful bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.
- f. Successful bidder shall be held entirely responsible for the security and the protection of their workers at all times inclusive of non-working hours. They shall be deemed to have included for all costs associated therewith, including cost of insurance, medical expenses etc. if any. Successful bidder shall inform all his employees, technical resources, employees, agents, contractors, subcontractors etc. associated in execution of the work awarded under this RFP to work in the

specified area and they should not move around at other places of premises without any specific reason.

- g. Selected Bidder or its authorized agents or its employees / technical resources shall not store or allow to store in the Bank's premises any goods, articles or things of a hazardous, inflammable, combustible, corrosive, explosive or toxic nature.
- h. Selected Bidder and its employees, technical resources, agents, contractors, subcontractors or its authorized agents shall provide full co-operation to other agencies working in the premises and shall follow the instruction of site in charge. No extra claims shall be entertained on account of any hindrance in work.
- i. Selected bidder shall not be entitled to any compensation for any loss suffered by it on account of delays in commencing or executing the work, whatever the cause of delays may be including delays arising out of modifications to the work entrusted to it or in any sub-contract connected therewith or delays in awarding contracts for other trades of the Project or in commencement or completion of such works or for any other reason whatsoever and the Bank shall not be liable for any claim in respect thereof.
- j. It is well defined and understood that the labour or any employee or technical resources of the SELECTED BIDDER will have no right for claim of employment on the Bank.
- k. No extra claim shall be entertained on account of all the redo of work on account of SELECTED BIDDER's negligence and resulting into make good of the damages or damaged portions during executing the job. All such cost shall be borne by the SELECTED BIDDER.
- l. SELECTED BIDDER shall indemnify the Bank from all the acts & deeds on account of negligence by his employees, agencies, representatives or any person acting on his behalf.
- m. SELECTED BIDDER shall take all risk Insurance coverage for its employees, technical resources, representatives or any person acting on his behalf during the contract period to cover damages, accidents and death or whatever may be.
- n. SELECTED BIDDER should indemnify the Bank for Intellectual Property Rights (IPR) / copy right violation, confidentiality breach, etc., if any.
- o. The Bank ascertains and concludes that everything as mentioned in the tender document or its addendum circulated to the bidders and responded by the bidders have been quoted for by the bidders, and there will be no extra cost associated with the same in case the SELECTED BIDDER has not quoted for the same.

2.30 DISPUTES RESOLUTION MECHANISM AND GOVERNING LAW

The Bidder and The Bank shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:-

- I. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- II. The matter will be referred for negotiation between Competent Authority of the Bank / Purchaser and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

- III. In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in New Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- IV. The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.
- V. The arbitrators shall hold their sittings at New Delhi. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at New Delhi alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement. The arbitration award shall be in writing, final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
- VI. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.
- VII. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

The contract shall be governed by and interpreted in accordance with Indian law.

2.31 INSPECTION AND AUDIT OF THE SERVICES

- a) The bidder shall provide unrestricted access to its premises and records being maintained with regard to the job being performed as per its contract with the Bank, to the authorized personnel of the Bank / its auditors (internal and external)/ any statutory / regulatory authority / authorized personnel from RBI to carry out any kind of System/ process audit or audit of products, software and services including that of its operations and records related to Bank's Merchant Acquiring Business in the presence of representatives of the bidder, at any point of time.
- b) All the clauses specified under point (a) above shall be applicable and extended to any entity to which the bidder has outsourced any part of the prescribed activity under Bank's Merchant Acquiring operations. It shall be the responsibility of the bidder to ensure restricted access to the authorities/ officials as mentioned above to the places where such services are outsourced, for inspection and verification.
- c) The Bank shall be at liberty to share the agreement or the information as provided by the service provider to RBI or any other regulatory/ statutory authority and access to the books of accounts of the service providers. Compliance of the observations made by the inspecting officials shall be adhered to by the Bidder.

2.32 CORRUPT AND FRAUDULENT PRACTICES:

- a) As per Central Vigilance Commission (CVC) directives, it is required that Bidders/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- b) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution

AND

- c) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- d) The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

2.33 SOLICITATION OF EMPLOYEES

During the term of the Contract and for a period of two years after any expiration of the contract period/termination or cancellation of the Contract, both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and two years thereafter, except as the parties may agree on a case- by-case basis. The parties agree that for the period of the contract and two years thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who

- I. initiate discussions regarding such employment without any direct or indirect solicitation by the other party; or
- II. respond to any public advertisement placed by either party or its affiliates in a publication of general circulation

2.34 EXIT CLAUSE

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

- 1. Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee.

2. Delay in delivery beyond the specified period.
3. Delay in completing implementation/customization and acceptance tests/ checks beyond the specified periods;
4. Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution
5. 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.

2.35 NAME AND CONTACT DETAILS OF IEM FOR THE ADOPTION OF INTEGRITY PACT IN PUBLIC SECTOR BANK:

To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this tender shall be covered under the Integrity Pact (IP) policy of the Bank. The pact essentially envisages an agreement between the prospective bidders/vendors and the Bank committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The format of the agreement is enclosed as **Annexure-10**.

Signing of IP with Bank would be one of the preliminary qualifications for further evaluation.

In other words, entering into this pact would be one of the preliminary qualifications for this RFP Document and the pact shall be effective from the stage of invitation of bids till the complete execution of the contract. Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participating in the bidding process. Any vendor/ bidder not signed the document or refusing to sign shall be disqualified in the bidding process.

Bidders shall disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders shall disclose any transgressions with any other company that may impinge on the anticorruption principle. Integrity Pact in respect of this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee whichever is later. Integrity pact shall be signed by the person who is authorized to sign the Bid.

The Name and Contact details of the Independent External Monitor (IEM) nominated by the Bank are as under:

1) Sh. Aditya Prakash Mishra,

Email: apmishra53@gmail.com

Mob: 9560625666

2) Sh. Asha Ram Sihag

Email ID: arsihag@gmail.com

Mobile No: 9911558502

PART – III

Annexure -1

RFP No: PSB/ HODBD/RFP/01/2022-23 Date: 16/03/2023

Checklist

Sub: RFP no. PSB/ HODBD/RFP/01/2022-23 for Selection of Vendor for End-to-End Solution for Merchant Acquiring Business through Point of Sales (POS) terminals on Opex model with revenue sharing.

S.No.	Particulars	Bidder Response [Yes/No]
1	Whether EMD Submitted in the Section A-Conformity to Eligibility Criteria?	
2	Whether the Bid is authenticated by authorized person? Copy of Power of Attorney or Authorization letter from the company authorizing the person to sign the bid document to be submitted in Part Conformity to Eligibility Criteria?	
3	Whether all pages are authenticated with signature and seal (Full signature to be affixed and not initials). Erasures / Overwriting / Cutting / Corrections authenticated Certification / Undertaking is authenticated?	
4	Whether Escalation matrix is provided?	
5	Whether address of Office on which order has to be placed is indicated in clause1.1.	
6	Whether ensured that, the separately sealed envelopes containing Section A - Conformity to Eligibility Criteria, Section B - Technical Proposal and Section C -Commercial Bid for "Selection of Vendor for End-to-End Solution for Merchant Acquiring Business through Point of Sales (POS) terminals on Opex model with revenue sharing." and sealed in another big envelope superscripted as per RFP instructions. The Name of the Bidder and Due date of the RFP is specified on the top of the envelope.	
7	Whether ensured Indexing of all Documents submitted with page numbers?	

8	Whether Pre Contract Integrity Pact as per Annexure-10 has been submitted	
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Bidder to verify the above checklist and ensure accuracy of the same before submission of the bid.

Date:

Checked for accuracy

Signature with seal:

Name :

Designation :

RFP No: PSB/ HODBD/RFP/01/2022-23 Date: 16/03/2023

Tender Offer Forwarding letter

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

Dear Sir,

Sub: RFP no. PSB/ HODBD/RFP/01/2022-23 for Selection of Vendor for End-to-End Solution for Merchant Acquiring Business through Point of Sales (POS) terminals on Opex model with revenue sharing.

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for providing said solution as detailed in your above referred RFP.

We confirm that the offer is in conformity with the terms and conditions as mentioned in the above-cited RFP and agree to all the terms and conditions of the RFP and subsequent amendments made, if any.

We confirm that, we have not have been black listed / debarred / disqualified / by any regulator / statutory body / Financial Institutions or a public sector undertaking in India as on date of issue of RFP

We also understand that the Bank is not bound to accept the bid / offer either in part or in full and that the Bank has right to reject the bid / offer in full or in part or cancel the entire tendering process without assigning any reasons whatsoever.

We furnish hereunder the details of Demand Draft submitted towards RFP document fees and EMD Amount.

Description	Amount in INR	DD / MC/UTR Number	Date of the DD/MC/UTR	Name of issuing Bank & Branch
Cost of Bid Document	10 000/-			
EMD Amount	5,00,000/-			

Date:

Signature with seal:

(In the Capacity of)

Duly authorized to sign the tender offer for and on behalf of

	N.B. Enclose copies of Audited Balance Sheets along with enclosures	
11.	PAN number GST Registration Number Our Bank Details Bank details Account Number RTGS / NEFT Code	

N.B. Enclose copies of Purchase Orders as references.

Place:

AUTHORISED SIGNATORY:

Date:

Name :

Designation :

RFP No: PSB/ HODBD/RFP/01/2022-23 Date: 16/03/2023

Eligibility Criteria Declaration

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

Dear Sir,

Sub: RFP no. PSB/ HODBD/RFP/01/2022-23 for Selection of Vendor for End-to-End Solution for Merchant Acquiring Business through Point of Sales (POS) terminals on Opex model with revenue sharing.

Ref: Your RFP on captioned work dated _____

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

Sl. No	Criteria	Proof of documents to be submitted	Bidder's Compliance (Yes/No)	Submitted supporting documents
1	<p>Any of the following:</p> <p>d) Bidder should be a limited company(Public/Private) registered in India under the Companies act,1956/2013 for the last 5 years as on the date of issuance of RFP.</p> <p>e) Registered as a partnership firm (registered under section-59 of the Partnership Act, 1932) or</p> <p>f) A limited liability partnership (under the Limited Liability Partnership Act, 2008) in India.</p>	<p>8. Firm registration certificate/Certified copy of certificate of incorporation and other relevant documents.</p> <p>9. Certificate of Incorporation issued by Registrar of Companies along with</p> <p>10. Copies of Memorandum of Association</p> <p>11. Copies of Articles of Association</p> <p>12. Shareholding pattern</p> <p>13. PAN, TAN, GSTIN Certificate and any other tax related document applicable is required to be submitted along with the eligibility bid.</p> <p>14. Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME.</p>		

2	<p>The "Certificate of Recognition" as a "Start-up" from the Ministry of Commerce and Industry(Department of Industrial Policy and Promotion)</p> <p>The bidder should be recognized by Department for Promotion of industry and internal trade (DPIIT) or registered as MSME Entrepreneur, & still Categorized as MSME as on the date of submission of RFP.</p>	<p>The relevant certificate to be submitted. The firm/company should be a "Start-up" as on the date of submission of RFP.</p> <p>Registration certificate issued by / from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME, relevant certificate issued by (Department for Promotion of industry and internal trade (DPIIT).</p>		
3	<p>The turnover of the start-up should not have been greater than Rs. 100 crores from the year of commencement or last ten years whichever is later.</p>	<p>Certificate from the Chartered Accountant to be submitted.</p>		
4	<p>Bidder to have minimum one number of the Acquiring Public Sector Banks with whom bidder has a direct agreement & bidder's switch has been certified for Merchant Acquiring for them.</p>	<p>Bidder has to submit the Documentary proof.</p>		
5	<p>The Bidder must be in position to provide support / maintenance / up gradation of Point of Sale during the period of contract with the Bank. Bidder, be it OEM/OSD or premium partner / authorized reseller.</p>	<p>Bidder has to submit a letter of authorization as per format provided in Annexure-20.</p>		
6	<p>The Bidder should have its own switch or license to use third party switch for routing POS transactions, Merchant Management system, Underwriting system, Risk Monitoring(Both Merchant underwriting and Transaction monitoring) and settlement & Reconciliation system.</p>	<p>Bidder has to submit the Documentary proof from the Client.</p> <p>If third party switch/ license is used then bidder have to submit a declaration from third party switch provider for supplying license.</p>		

7	The bidder should be PCI-DSS certified & compliant.	Copy of certificate shall be enclosed		
8	The Bidder should own/ have a valid license from Card Network Associations Visa, Master, Rupay, American Express and should be in POS Acquirer Business for the past two years which involves activities like Direct Acquisition of Merchants, POS deployment, maintenance, transaction, POS transaction processing, enabling the payments to Acquiring Banks, Merchant Payment net of MDR, monitoring of transactions, dispute Management etc. The infrastructure should be in use by at least One Scheduled Commercial banks in India for switching POS transactions.	Bidder has to submit copy of license from Card Network Association. Bidder has to submit documentary proof from the client for POS Acquirer Business.		
9	The bidder through own switch/ third party switch (which bidder is licensed to use) should have connectivity with Network/scheme provider for routing VISA, AMEX, Master card and RuPay transactions.	Self-Declaration on company letterhead signed by authorized signatory.		
10	The bidder should have both primary and DR Centre fully audited and complied with VISA, MasterCard, RUPAY& AMEX guidelines.	Bidder has to submit the latest audit certificate in this regard		
11	The bidder should have a total turnover of Rs. 25 Crores in any two years out of last three financial year i.e. 2019-20, 2020-21 and 2021-22 and The firm/Company should have a positive net worth in last three financial year i.e. 2019-20, 2020-21 and 2021-22.	Bidder has to submit Audited Balance Sheet for last 3 Years (i.e. 2019-20, 2020-21 and 2021-22). AND Bidder must produce a certificate from the Company's Chartered Accountant to this effect. The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number.		

12	The bidder should not have been blacklisted by any Govt. / Govt. Agency / Bank(s) / Financial Institutions / RBI / IBA in India as of RFP issue date for breach of any applicable law or violation of regulatory prescriptions or breach of agreements.	Bidder to submit the Self Declaration certificate as per format provided in Annexure-12 of the RFP along with the technical bid.		
13	The bidder should ensure that there are: a. No legal proceedings pending or threatened against bidder or which adversely affect / may affect performance under the contract; and b. No inquiries or investigations have been threatened, commenced or pending against the bidder or by any statutory or regulatory or investigative agencies.	Declaration in the letterhead of the bidder's company to that effect duly certified by Statutory Auditor should be submitted.		
14	The bidder should not be from a country which shares a land border with India unless the bidder is registered with the Competent Authority (as detailed in Office memorandum- F.No.6/18/2019-PPD of Dept. of Expenditure, Ministry of Finance). Bidder from a country which shares land border with India 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	Documents to be submitted: A declaration on letter head of bidder / OEM duly signed by Authorized Signatory stating "we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we are not from such a country or; if from such a country, have been registered with the Competent Authority (Copy attached). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered" to be submitted.		

	<p>registered in such a country; or</p> <p>d An entity whose beneficial owner is situated in such a country; or</p> <p>e An Indian (or other) agent of such an entity; or</p> <p>f A natural person who is a citizen of such a country; or</p> <p>A consortium or joint venture where any member of the consortium of joint venture falls under any of the above.</p>			
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We confirm that the information furnished above is true and correct. We also note that, if there are any inconsistencies in the information furnished above, the bid is liable for rejection.

Date:

Signature with seal:

Name:

Designation:

RFP No: PSB/ HODBD/RFP/01/2022-23 Date: 16/03/2023

**TECHNICAL PARAMETERS AND THEIR RESPECTIVE WEIGHTAGE FOR TECHNICAL
EVLUATION**

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

S.No.	Parameters and Scoring	Maximum Marks	Please put a tick in the relevant column	Marks Obtained (Not to be filled by the Bidder)
1	Bidders' sole experience in Merchant Acquiring Business with specific reference to no. of years of Experience in India			
	<2 Years	0		
	>= 2 Years and <= 3 Years	5		
	Above 3 Years	10		
2	Number of Acquiring Public Sector Banks with whom bidder has a direct agreement & bidder's switch has been certified for Merchant Acquiring for them.			
	Implementation in 1 Public Sector Banks	2		
	Implementation above 1 Public Sector Bank and up to 3 Banks	5		
	> 3 Public Sector Banks	10		
3	Number of POS/EDC Acquiring Transaction Processed Per Annum in India (during past three years- each year)			
	10 Lakh per annum	2		
	Above 10 Lakh up to 50 lakh per annum	5		
	Above 50 lakh	10		
4	Availability of Switching, related Hardware, software and technical expertise			
	Both outsourced	0		
	Primary owned but DR outsourced	5		

	Own (Primary as well as DR)	10		
5	Bidders direct agreement with the bank for Implementing of Fraud Risk Management Tool in India			
	Less than 2 Banks Banks	0		
	>= 2 Years and <= 5 Years	5		
	Implementation above 5 Banks	10		
6	Direct contract of the bidder with the banks for managing the Installed base of EDC/ POS terminals (PSTN & GPRS& Mobile POS, Android POS) in India (aggregate number for all the banks together.			
	Installed and Managed upto 10000 Terminals as on the date of RFP	0		
	Installed and managed above 10000 up to 50000 terminals	5		
	Installed and managed above 50000 terminals	10		
7	Value Added Services as per scope of work:			
	EMI	3		
	Dynamic Currency conversion & Multi currency	3		
	PC base PoS	3		
	Availability of Sound box facility	3		
8	Availability of Remote Terminal Management for loading application upgrades, OS patches etc.			
	If No -0	0		
	If Yes -5	5		
9	Business Continuity Plan and Disaster Recovery arrangements of service provider			
	If No	0		
	If Yes	10		
10	POS Terminal Hardware & Processor			
10.A	Operating System:			
	Android 9.0 OS or above	10		

	Android OS below 9.0 but below 7.0	7		
	Android OS below 7.0	5		
10.B	Processor Details:			
	Quad core 1.8 GHz ARM CORTEX –A17	10		
	Quad core 1.4 GHz ARM CORTEX	5		
	Quad core below 1.4 GHz ARM CORTEX	3		
	Else	0		
10.C	Modem & Connectivity			
	Wireless wide area GSM/GPRS 4G compatible with 3G/2G + Wifi + Bluetooth on 850/900/1800/1900 MHz	5		
	Else	0		
10.D	Printer			
	Integrated thermal with graphics capabilities, 18 lines per second, 24 or 32 columns; standard roll paper 58 mm x 40mm Plastic Bar Tear.	5		
	Else	0		
10.E	Power/Battery			
	Battery Capacity 5000mAh or more voltage to be defined 5200mAH x3.6V / 2600mAH x7.2V	10		
	Else	0		
10.F	Display Configuration:			
	5" HD scratch resistance screen (Multi Touch)	10		
	5" IPS 1280 x 720resolution, Capacitive touch screen	5		
11	Availability of portal for merchants/Bank to view transactions, statements online			
	If No	0		
	If Yes	5		
12	Call Centre available with :			
	Less than 25 employees	0		
	More than 25 but less than 50 employees	2		
	More than 50 employees	4		
13	Field Service Centers with dedicated local staff In India			
	Number of Service centers up to 50 in India	0		
	Centers above 50 up to 100	2		

	Centers above 100 and	4		
	TOTAL	150		

- a) The Bidder has to submit relevant support documents for the above information.
- b) To get eligibility to participate in the Commercial Bid, the Bidder has to Score Minimum 100 marks in the Technical evaluation i.e **100 out of 150**.

Date:

Signature with seal:

Name:

Designation:

RFP No: PSB/ HODBD/RFP/01/2022-23 Date: 16/03/2023

FORMAT FOR INDICATIVE COMMERCIAL BID

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

Dear Sir,

Sub: RFP no. PSB/ HODBD/RFP/01/2022-23 for Selection of Vendor for End-to-End Solution for Merchant Acquiring Business through Point of Sales (POS) terminals on Opex model with revenue sharing.

Ref: Your RFP on captioned work dated _____

With reference to the commercial bidding part of the RFP, We, the undersigned, offer the below Base/Rack rates for the subject services.

TABLE I – CREDIT CARD DOMESTIC:

Sl. NO	Category	Transaction quantity per month (T)	Transaction Value (A)	MDR to be collected (in %) (B)	Bank Share in MDR Collected (in %) (C)	TCO Calculation (in Rs) (D)= T*[(A*B)-(A*B*C)]
1.a	Retail	650	1300			
1.b	Govt. Entities	75	250			
1.c	Educational institution	25	1000			
1.d	Utilities	50	100			
1.e	Insurance	20	700			
1.f	Super Markets	1200	3000			
1.g	Taxi & Limousines & Bus/passenger Services	20	150			
1.h	Charity & Social	20	100			
2		TOTAL				

TABLE II – CREDIT CARD PREMIUM:

Sl. NO	Category	Transaction quantity per month (T)	Transaction Value (A)	MDR to be collected (in %) (B)	Bank Share in MDR Collected (in %) (C)	TCO Calculation (in Rs) (D)= $T*[(A*B)-(A*B*C)]$
1.a	Retail	4000	4000			
1.b	Govt. Entities	55	2000			
1.c	Educational institution	20	7300			
1.d	Utilities	40	1500			
1.e	Insurance	20	700			
1.f	Super Markets	20	100			
1.g	Taxi & Limousines & Bus/passenger Services	20	150			
1.h	Charity & Social	20	100			
2		TOTAL				

TABLE III – CREDIT CARD SUPER PREMIUM/CORPORATE:

Sl. NO	Category	Transaction quantity per month (T)	Transaction Value (A)	MDR to be collected (in %) (B)	Bank Share in MDR Collected (in %) (C)	TCO Calculation (in Rs) (D)= $T*[(A*B)-(A*B*C)]$
1.a	Retail	2000	4000			
1.b	Govt. Entities	5	3200			
1.c	Educational institution	20	4500			
1.d	Utilities	2	4500			
1.e	Insurance	20	700			
1.f	Super Markets	20	100			
1.g	Taxi & Limousines & Bus/passenger Services	20	150			

1.h	Charity & Social	20	100			
2	TOTAL					

TABLE IV – CREDIT –DEBIT CARD INTERNATIONAL:

Sl. NO	Category	Transaction quantity per month (T)	Transaction Value (A)	MDR to be collected (in %) (B)	Bank Share in MDR Collected (in %) (C)	TCO Calculation (in Rs) (D)= $T*[(A*B)-(A*B*C)]$
1.a	Retail	204	7500			
1.b	Govt. Entities	2	1817			
1.c	Educational institution	5	5000			
1.d	Utilities	5	1200			
1.e	Insurance	20	700			
1.f	Super Markets	13	1500			
1.g	Taxi & Limousines & Bus/passenger Services	20	150			
1.h	Charity & Social	2	3000			
2	TOTAL					

TABLE V – DEBIT CREDIT VISA & MASTER (TRANSACTION VALUE<= Rs. 2000/-):

Sl. NO	Category	Transaction quantity per month (T)	Transaction Value (A)	MDR to be collected (in %) (B)	Bank Share in MDR Collected (in %) (C)	TCO Calculation (in Rs) (D)= $T*[(A*B)-(A*B*C)]$
1.a	Retail	14500	700			
1.b	Govt. Entities	1300	800			
1.c	Educational institution	240	1500			
1.d	Utilities	50	6500			
1.e	Insurance	20	700			
1.f	Super Markets	1400	700			

1.g	Taxi & Limousines & Bus/passenger Services	20	150			
1.h	Charity & Social	10	650			
2	TOTAL					

TABLE VI – DEBIT CREDIT VISA & MASTER (TRANSACTION VALUE > Rs. 2000/-):

Sl. NO	Category	Transaction quantity per month (T)	Transaction Value (A)	MDR to be collected (in %) (B)	Bank Share in MDR Collected (in %) (C)	TCO Calculation (in Rs) (D)= T*[(A*B)-(A*B*C)]
1.a	Retail	4700	7500			
1.b	Govt. Entities	600	4000			
1.c	Educational institution	1000	7000			
1.d	Utilities	85	4200			
1.e	Insurance	20	700			
1.f	Super Markets	350	5000			
1.g	Taxi & Limousines & Bus/passenger Services	20	150			
1.h	Charity & Social	8	7500			
2	TOTAL					

TABLE VII: ONE TIME INSTALLATION CHARGES

S.No.	LOCATION CATEGORY (A)	QUANTITY (B)	ONE TIME INSTALLATION CHARGES (C)	TCO Calculation (in Rs) (D)
1.a	METRO	800		(B)*(C)
1.b	URBAN	800		(B)*(C)
1.c	SEMI URBAN/RURAL	400		(B)*(C)
2	TOTAL			

Note: The devices are to be installed in different area as per the ratio:

Metro: Urban: Semi urban/ Rural :: 4:4:2, Total Number of devices =2000.

TABLE VIII: ANDROID POS MACHINE MONTHLY RENT CHARGES

Sl. No.	Year	POS Device Quantity (T)	RENT CHARGES PER UNIT DEVICE (in Rs) (A)	Total RENT to be collected (in Rs.) (B) = T * A	Bank Share in RENT Collected (in %) (C)	TCO Calculation (in Rs) (D) = (B)- (B*C)
1.a	1 st Year	1500				
1.b	2 nd year	2200				
1.c	3 rd year	3000				
2	Total					

TABLE IX:

Sl. No	Description	TABLE	Total Price (₹)
A	Total amount under Serial No. 2	TABLE I	
B	Total amount under Serial No. 2	TABLE II	
C	Total amount under Serial No. 2	TABLE III	
D	Total amount under Serial No. 2	TABLE IV	
E	Total amount under Serial No. 2	TABLE V	
F	Total amount under Serial No. 2	TABLE VI	
G	Total amount under Serial No. 2	TABLE VII	
H	Total amount under Serial No. 2	TABLE VIII	
I	GRAND TOTAL		

Note: L1 bidder will be determined on the basis of lowest Total Cost of Ownership of as quoted by any of the technically qualified bidders in Serial Number I of Table IX followed by reverse auction. Tentative locations have been provided as part of Annexure-23 of the RFP.

For TABLE-I TO VI (Column-B) – Bidder has to provide the rate of MDR to be charged from merchants for the type of cards.

For TABLE-I TO VI (Column-C) – Bidder has to provide the Bank’s share in percentage (out of 100) of MDR for the type of cards. (for example if Bidder wants to share 40% of MDR (say 0.90% for a category) with Bank, quote 40% in this column)

Bank’s share may be quoted in the same way as above also for Table VIII

Note:

- Rates should be in conformity with RBI/Govt. Directives on Digital transactions.
- Bidder may quote different rates for Different card types with capping mentioned in the scope of the RFP.
- Any fluctuation in prices due to inflation, sectorial regulations, memberships, licensing, taxes, other than GST will be borne by the bidder and not be passed on to the Merchant/User or Bank
- The rate quote by the Bidder exclusive of taxes.

Date:

Signature with seal:

Name:

Designation:

RFP No: PSB/ HODBD/RFP/01/2022-23 Date: 16/03/2023

Authorization Letter Format

[To be presented by the authorized person at the time of Bid Opening (Part A, Part B & Part C) on the letter head of Bidder and should be signed by an Authorised Signatory with Name and Seal of the Company]

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

Dear Sir,

Sub: RFP no. PSB/ HODBD/RFP/01/2022-23 for Selection of Vendor for End-to-End Solution for Merchant Acquiring Business through Point of Sales (POS) terminals on Opex model with revenue sharing.

Ref: Your RFP on captioned work dated _____

This has reference to your above RFP.

Mr. /Miss/Mrs. _____ is hereby authorized to attend the (Section-A, Section –B, Section -C) of the bid opening of the above RFP on behalf of our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name & Designation of Authorizing Authority

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

RFP No: PSB/ HODBD/RFP/01/2022-23 Date: 16/03/2023

Performa for the Bank Guarantee for Earnest Money Deposit

(To be stamped in accordance with stamp act)

Ref: Bank Guarantee #**Date:** _____

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

Dear Sir,

In accordance with your bid reference No. _____ Dated _____ M/s _____ having its registered office at _____ herein after Called "bidder") wishes to participate in the said bid for selection of Vendor for End-to-End Solution for Merchant Acquiring Business through Point of Sales (POS) terminals on Opex model with revenue sharing. An irrevocable Financial Bank Guarantee (issued by any Public Sector Bank) against Earnest Money Deposit amounting to Rs. _____ (Rs. _____) valid up to _____ is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the bid document. M/s _____ having its registered office at _____ has undertaken in pursuance of their offer to Punjab & Sind Bank (hereinafter called as the beneficiary) dated _____ has expressed its intention to participate in the said bid and in terms thereof has approached us and requested us _____ (Name of Bank) _____ (Address of Bank) to issue an irrevocable financial Bank Guarantee against Earnest Money Deposit (EMD) amounting to Rs _____ (Rupees _____) valid up to _____. We, the _____ (Name of Bank) _____ (Address of Bank) having our Head office at _____ therefore Guarantee and undertake to pay immediately on first written demand by Punjab & Sind, the amount Rs. _____ (Rupees _____) without any reservation, protest, demur and recourse in case the bidder fails to Comply with any condition of the bid or any violation against the terms of the bid, Without the beneficiary needing to prove or demonstrate reasons for its such demand. Any Such demand made by said beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder. This guarantee shall be irrevocable and shall remain valid up to _____. If any further extension of this Guarantee is required, the same shall be extended to such required period on receiving instructions in writing, from Punjab & Sind Bank, on whose behalf guarantee is issued. "Not withstanding anything contained herein above Our liability under this bank guarantee shall not exceed Rs. _____ (Rupees _____).

This bank guarantee shall be valid up to _____. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand, on or before _____ 14.30 or within Bank official hours (Indian Standard Time) where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us." In witness whereof the Bank, through its authorized officer has set its hand stamped on this _____ Day of _____ 2023 at _____

Name of signatory

Designation

Bank Common Seal

Format of Performance Bank Guarantee

(Issued by any Scheduled Commercial Bank)

Tender Reference No: _____ Date _____

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

Performance Bank Guarantee No.

Bank Guarantee Amount :

Expiry Date :

Claim Period:

Account :

Dear Sir,

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 (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 engagement of service provider for End-to-End Solution for Merchant Acquiring Business through Point of Sales (POS) terminals on Opex model with revenue sharing 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 Services /Systems End-to-End Solution for Merchant Acquiring Business through Point of Sales (POS) terminals on Opex model with revenue sharing and other required applications, 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 Rs.....

(Rupees..... Only) being 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 Rs.
(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 Rs..... 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
- (a) acquisition or rationalization of the Vendor and/or of any of its undertaking(s) pursuant to any law; or
- (b) any change in the constitution of Bank / Vendor; or
- (c) any change in the setup of the Guarantor which may be by way of change in the constitution,
- (d) 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 36 months (with claim period for further 1 year) from 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 Rs (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), _____,

by the hand of Shri. _____, its authorized official.

Sub: RFP no. PSB/ HODBD/RFP/01/2022-23 for Selection of Vendor for End-to-End Solution for Merchant Acquiring Business through Point of Sales (POS) terminals on Opex model with revenue sharing.

PRE CONTRACT INTEGRITY PACT

(To be executed on stamp paper of requisite value)

Between Punjab & Sind Bank (PSB) 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, and 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 Sh. Aditya Prakash Mishra and Sh.Asha Ram Sihag as Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

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

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential 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 any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary 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.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ 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 -----

Witness 1

Witness 2

Date -----

(Name & Address)

(Name & Address)

Undertaking by bidder

Sub: RFP no. PSB/ HODBD/RFP/01/2022-23 for Selection of Vendor for End-to-End Solution for Merchant Acquiring Business through Point of Sales (POS) terminals on Opex model with revenue sharing.

Undertaking by the bidder

(To be included in Technical & Commercial Bid Envelope)

It is certified that the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with.

We have gone through all the conditions of bid and are liable to any punitive action for furnishing false information / documents.

Dated this _____ day of _____ 2023

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

RFP No: PSB/ HODBD/RFP/01/2022-23 Date: 16/03/2023

Undertaking for Non-Blacklisting

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

Dear Sir,

Sub: RFP no. PSB/ HODBD/RFP/01/2022-23 for Selection of Vendor for End-to-End Solution for Merchant Acquiring Business through Point of Sales (POS) terminals on Opex model with revenue sharing.

- a. We M/s _____, the undersigned hereby confirm that we have read and understood the eligibility criteria and fulfil the same.
- b. We further confirm that all the information as per requirement of the Bank have been included in our bid.
- c. Further we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- d. We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.
- e. We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within stipulated time.
- f. (Deviation to the above if any, the Bidder must provide details of such action(s)

1.

2.

(Signature and the capacity of the person duly authorized to sign the bid for and on behalf of)

Place:

Signature of Bidder:

Date:

Name:

Business Address:

RFP No: PSB/ HODBD/RFP/01/2022-23 Date: 16/03/2023

Undertaking for minimum wages act & labor laws

Undertaking Letter on the selected bidder’s letterhead for Central Minimum Wages Act & Labor Laws

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

Dear Sir,

Sub: RFP no. PSB/ HODBD/RFP/01/2022-23 for Selection of Vendor for End-to-End Solution for Merchant Acquiring Business through Point of Sales (POS) terminals on Opex model with revenue sharing.

Further to our proposal dated in response to the Request for Proposal (Bank’s tender No..... herein referred to as RFP)issued by Bank, we hereby covenant, warranty and confirm as follows:

In this regard we confirm that the employees engaged by our Company to carry out the services in your bank for the above said contract are paid minimum wages / salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act in force. All the employees/operator deployed by the selected bidder for the digitization activity must comply with government’s rules and regulations like minimum wages act, Provident Fund and ESIC facility standard. We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labor for non-compliance to the above criteria.

We further authorize the Bank to deduct from the amount payable to the Company under the contract or any other contract of the Company with the Bank if a penalty is imposed by Labor Commissioner towards non-compliance to the “Minimum Wages / Salary stipulated by government in the Act by your company.

(Proof of compliance and labor license needs to be submitted along with the quotation)

Date: Yours faithfully,
Place: Authorized Signatory
Designation
Bidder’s corporate name

RFP No: PSB/ HODBD/RFP/01/2022-23 Date: 16/03/2023

Undertaking Letter on the vendor's letterhead for GST Law

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

Dear Sir,

Sub: RFP no. PSB/ HODBD/RFP/01/2022-23 for Selection of Vendor for End-to-End Solution for Merchant Acquiring Business through Point of Sales (POS) terminals on Opex model with revenue sharing.

Further to our proposal dated, in response to the Request for Proposal (Bank's tender No. hereinafter referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:

We, the bidder M/s, hereby agree to comply with all applicable GST Laws including GST Acts, Rules, Regulations, Procedures, Circulars & Instructions thereunder applicable in India from time to time and to ensure that such compliance is done.

Date:

Yours faithfully,

Place:

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

RFP No: PSB/ HODBD/RFP/01/2022-23 Date: 16/03/2023

Scope of Work Compliance

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

Dear Sir,

Sub: RFP no. PSB/ HODBD/RFP/01/2022-23 for Selection of Vendor for End-to-End Solution for Merchant Acquiring Business through Point of Sales (POS) terminals on Opex model with revenue sharing.

Ref : Your RFP No. _____ dated _____

Scope of work Compliance

We certify that the solution offered by us for RFP (tender) conforms to the scope of work stipulated by you in the “scope of work” section of RFP with the following deviations:

List of deviations

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

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

Place:

Signature of Bidder:

Date:

Name:

Business Address:

RFP No: PSB/ HODBD/RFP/01/2022-23 Date: 16/03/2023

Undertaking for Pre-bid Queries format

Sub: RFP no. PSB/ HODBD/RFP/01/2022-23 for Selection of Vendor for End-to-End Solution for Merchant Acquiring Business through Point of Sales (POS) terminals on Opex model with revenue sharing.

Format of Pre-Bid Queries to be submitted by the Bidder(s)**To be e-mailed in .doc format**

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

SI No	RFP Page No.	RFP Clause No.	Original RFP Clause	Subject/Description	Query sought/Suggestions of the Bidder

Place:

Signature of Bidder :

Date:

Name :

Business Address :

Note: For clarification of doubts of the prospective bidders on issues related to this RFP, the Bank intends to hold a Pre-Bid Meeting on **24/03/2023 12.00hrs at Punjab & Sind Bank , Ho Digital Banking Department , B-38/39, Block B, Industrial Area Phase-I, Naraina, New Delhi-110028**. Only two authorized representatives from each of the prospective bidders will be allowed to attend the meeting.

RFP No: PSB/ HODBD/RFP/01/2022-23 Date: 16/03/2023

Sub: RFP no. PSB/ HODBD/RFP/01/2022-23 for Selection of Vendor for End-to-End Solution for Merchant Acquiring Business through Point of Sales (POS) terminals on Opex model with revenue sharing.

Certificate from CA

Certificate from Chartered Accountant (signed & stamped) showing company's financial position in last 3 years (annual turnover, profit / loss, net worth etc.)

	2019-20	2020-21	2021-22
Turnover			
Profit / Loss			
Net-worth			

Place:

Signature of Bidder :

Date:

Name :

Business Address :

RFP No: PSB/ HODBD/RFP/01/2022-23 Date: 16/03/2023

Sub: RFP no. PSB/ HODBD/RFP/01/2022-23 for Selection of Vendor for End-to-End Solution for Merchant Acquiring Business through Point of Sales (POS) terminals on Opex model with revenue sharing.

NON-DISCLOSUR AGREEMENT

(Non-Judicial Stamp Paper of appropriate value)

This Non-Disclosure Agreement made and entered into at..... 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 (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 service provider for End-to-End Solution for Merchant Acquiring Business through Point of Sales (POS) terminals on Opex model with revenue sharing.
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

2. 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
 - f) Financial information.
3. 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.
4. 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

5. 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.
6. 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).

7. 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.
8. 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. (Details as per in RFP)
9. 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.
10. 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, tortuous 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.
11. 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, merchant ability, fitness for a particular purpose, title, non-infringement, or anything else.

12. 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 ----- Ltd.

(Designation)

For and on behalf of Punjab & Sind Bank

(Designation)

RFP No: PSB/ HODBD/RFP/01/2022-23 Date: 16/03/2023

(Letter to be submitted by the Manufacturer on firm's official letter head)
Manufacturer Authorization Form (MAF)

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

Dear Sir,

Sub: RFP no. PSB/ HODBD/RFP/01/2022-23 for Selection of Vendor for End-to-End Solution for Merchant Acquiring Business through Point of Sales (POS) terminals on Opex model with revenue sharing.

We are the OEM of the __make_____,do hereby authorize_____(**Bidders Name with address**) to submit Bid to Punjab Sind Bank, in response to their Request for Proposal for Selection of Vendor for End-to-End Solution for Merchant Acquiring Business through Point of Sales (POS) terminals on Opex model with revenue sharing.

Our full support is extended to **Bidder name**_____with respect to End-to-End Solution for Merchant Acquiring Business through Point of Sales (POS) terminals on Opex model with revenue sharing.

In case **Bidder Name**_____is not able to perform the obligations as per contract during the period of contract, being the Original Equipment Manufacturer, either we will provide the support services directly or through our other authorized service provider acceptable to Punjab & Sind Bank at no extra cost to Punjab & Sind Bank.

Date:

Yours faithfully

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

RFP No: PSB/ HODBD/RFP/01/2022-23 Date: 16/03/2023

DECLARATION ON INFORMATION SECURITY

(This letter should be on the letterhead of the bidder as well as the OEM/OSD/ Manufacturer duly signed by an authorized signatory on Information security as per regulatory requirement)

To

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

Dear Sir,

Sub: RFP no. PSB/ HODBD/RFP/01/2022-23 for Selection of Vendor for End-to-End Solution for Merchant Acquiring Business through Point of Sales (POS) terminals on Opex model with revenue sharing.

We hereby undertake that the proposed solution to be supplied/hosted 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).

Date:

Yours faithfully

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

RFP No: PSB/ HODBD/RFP/01/2022-23 Date: 16/03/2023

Compliance for Reverse Auction

To

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

Dear Sir,

Sub: RFP no. PSB/ HODBD/RFP/01/2022-23 for Selection of Vendor for End-to-End Solution for Merchant Acquiring Business through Point of Sales (POS) terminals on Opex model with revenue sharing.

We _____ (name of the company) hereby confirm having submitted our bid for participating in Bank's RFP dated _____ for _____.

1. We also confirm having read the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
2. We hereby undertake and agree to abide by all the terms and conditions stipulated by Punjab & Sind Bank in the RFP document including all annexures and the Business Rules for Reverse Auction.
3. We shall participate in the on-line auction conducted by M/s C1 India Private Limited (Auctioneer Company) and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by the auctioneer company.
4. We, hereby confirm that we will honor the Bids placed by us during the auction process, failing which we shall forfeit the Earnest Money Deposit. We also understand that the bank may debar us from participating in future tenders.
5. 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.
6. We accordingly authorize Bank and/ or the reverse auction company to issue user ID and password to the above named official of the company.

7. Both Bank and the auction company shall contact the above named official for any and all matters relating to the Reverse Auction.

8. 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.

9. We undertake to submit the confirmation of last bid price by us to the auction company/Bank within 48 working hours of the completion of event. We also undertake to submit the Bill of Materials for the TCO (Total Cost of Ownership) in terms of RFP.

(Signature)

(Name of Authorized Signatory)

(Designation)

(Date)

Place:

(Name and address of the bidder)

(Company Seal)

RFP No: PSB/ HODBD/RFP/01/2022-23 Date: 16/03/2023

Letter of Authority for Participating in Reverse Auction

To

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

Dear Sir,

Sub: RFP no. PSB/ HODBD/RFP/01/2022-23 for Selection of Vendor for End-to-End Solution for Merchant Acquiring Business through Point of Sales (POS) terminals on Opex model with revenue sharing.

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 the 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 names official of the company.
5. Both Bank and the auction company shall contact the above names 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.

(Signature)

(Name of Authorized Signatory)

(Designation)

(Date)

Place:

(Name and address of the bidder)

(Company Seal)

RFP No: PSB/ HODBD/RFP/01/2022-23 Date: 16/03/2023

Details of Support Infrastructure available with Bidder

Sub: RFP no. PSB/ HODBD/RFP/01/2022-23 for Selection of Vendor for End-to-End Solution for Merchant Acquiring Business through Point of Sales (POS) terminals on Opex model with revenue sharing.

Ref: Your RFP on captioned work dated-----

Sl No	Name of Regional Office Location	Contact details with names, address, contact number, e-mail id etc.	Specify whether direct service centers or exclusive franchisee service centers or authorized service centers	Number of service Engineers attached
1				
2				

Date:

Yours faithfully

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company