

# PUNJAB & SIND BANK



## REQUEST FOR PROPOSAL(RFP)

FOR

**Selection of Vendor(s) for Supply of STQC Certified Biometric  
Finger Print Capture L1 Devices with 3 Years RD Services at  
Bank Branches/Offices**

**BID NO: GeM/2025/B/6606480**

**Dated: 25/08/2025**

**Head Office Digital Banking Department  
1st Floor, B-38/39, Block-B  
Industrial Area Phase I, Naraina  
New Delhi-110028**

## Table of Contents

Key Information.....	5
INTRODUCTION .....	8
<b>CHAPTER 1 - INSTRUCTIONS TO BIDDERS .....</b>	<b>10</b>
1.1 Cost of Tender.....	10
1.2 Language of the Bid.....	10
1.3 Bid Currency & Price Structure .....	10
1.4 Bid System Offer.....	10
1.5 Two Bid System .....	11
1.6 Preparation of Bids.....	11
1.7 Cost of Preparation .....	12
1.8 Submission of Bid and communication .....	13
1.9 Late bids .....	13
1.10 Modifications and/ or Withdrawal of Bids.....	14
1.11 Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD: .....	14
1.12 Performance Bank Guarantee (PBG).....	15
1.13 Evaluation Process of the Bids .....	16
1.14 No commitment to accept lowest or any bid .....	22
1.15 Right To Accept Any Bid And To Reject Any Or All Bids/Cancellation of Tender process .....	23
1.16 Correction of Errors.....	23
1.17 Soft copy of tender document.....	24
1.18 Bid validity period .....	24
1.19 Pre-bid meeting.....	24
1.20 Award of contract/ Purchase Order .....	25
1.21 Amendment to RFP Contents.....	28
1.22 Disqualification .....	28
1.23 Fixed Price.....	28
1.24 Project Execution.....	29
1.25 Project Timelines .....	29
1.26 Service Level Agreement.....	29
1.27 Signing of Contract.....	31
1.28 Confidentiality of the Bid Document .....	31
<b>CHAPTER 2- SCOPE OF WORK .....</b>	<b>33</b>

CHAPTER 3-TERMS AND CONDITIONS.....	36
<b>3.1 Payment Terms .....</b>	<b>36</b>
<b>3.2 Payment of biometric Fingerprint L1 devices .....</b>	<b>36</b>
<b>3.3 Paying Authority .....</b>	<b>37</b>
<b>3.4 Delivery &amp; Installation: .....</b>	<b>37</b>
<b>3.5 Assignment &amp; Subcontracting.....</b>	<b>38</b>
<b>3.6 Insurance .....</b>	<b>38</b>
<b>3.7 Delays in the Bidder's Performance .....</b>	<b>38</b>
<b>3.8 Liquidated Damages.....</b>	<b>39</b>
<b>3.9 Order Cancellation.....</b>	<b>39</b>
<b>3.10 Consequences of Termination .....</b>	<b>40</b>
<b>3.11 Audit by Third Party.....</b>	<b>41</b>

CHAPTER 4 - LEGAL AND CONTRACTUAL.....	42
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<b>4.1 Dispute Resolution Mechanism.....</b>	<b>42</b>
<b>4.2 Jurisdiction &amp; Governing Laws .....</b>	<b>43</b>
<b>4.3 Notices.....</b>	<b>43</b>
<b>4.4 Authorized Signatory .....</b>	<b>43</b>
<b>4.5 Force Majeure.....</b>	<b>43</b>
<b>4.6 Confidentiality .....</b>	<b>43</b>
<b>4.7 Ownership and Retention of Documents.....</b>	<b>44</b>
<b>4.8 Intellectual Property Rights .....</b>	<b>44</b>
<b>4.9 Intellectual Property Indemnity &amp; Indemnity against Misuse of License .....</b>	<b>45</b>
<b>4.10 Legal Compliance .....</b>	<b>45</b>
<b>4.11 Conflict of Interest.....</b>	<b>47</b>
<b>4.12 Inspection of Records .....</b>	<b>47</b>
<b>4.13 Publicity.....</b>	<b>47</b>
<b>4.14 Solicitation Of Employees .....</b>	<b>47</b>
<b>4.15 Limitation of Liability .....</b>	<b>48</b>
<b>4.16 Signing of Pre-Contract Integrity Pact.....</b>	<b>48</b>
<b>4.17 Non-Disclosure Agreement .....</b>	<b>48</b>

ANNEXURE – I.....	49
ANNEXURE – II.....	50
ANNEXURE - III.....	53
ANNEXURE –IV .....	54
ANNEXURE - V .....	55

Annexure-VI.....	56
Annexure-VII.....	59
ANNEXURE-VIII.....	62
ANNEXURE-IX.....	63
ANNEXURE-X.....	64
Annexure-XI.....	69
ANNEXURE - XII.....	70
ANNEXURE – XIII.....	71
Delivery Location List.....	71
Appendix –A.....	72
Appendix-B.....	73
Appendix-C.....	74
Appendix-D.....	75
Appendix-E.....	77
Appendix-F.....	80
Appendix-G.....	85
Appendix-H.....	86
Appendix-I.....	87

### Key Information

Particulars	Details
RFP Number and Date	<b>GeM/2025/B/6606480 dated 25/08/2025</b>
Tender Title	Request for proposal for Selection of Vendor(s) for Supply of STQC Certified Biometric Finger Print Capture L1 Devices with 3 Years RD Services at Bank Branches/Offices
Tender document / Participation Fee (Non Refundable)*	<p>₹10,000 + 18 % GST (Non-refundable) should be submitted online only in favour of Punjab &amp; Sind Bank before last date of bid submission in the following account:</p> <p>Account Number – 90355040070003</p> <p>Account Name – NEFT INWARD STP PARKING ACCOUNT</p> <p>Type of Account – OFFICE ACCOUNT</p> <p>Branch – HO DIGITAL BANKING DEPARTMENT, NEW DELHI-110008</p> <p>IFSC- PSIB0009035</p> <p>(GST No. 07AAACP1206G1ZZ)</p> <p>Proof of NEFT to be submitted along with bid.</p>
Bid validity	180 days from the date of opening of the bid
Performance Bank Guarantee	5% of total project cost
Date of Publishing the tender on Bank's Website	<b>25/08/2025</b>
Last Date for submission of Pre-Bid Query	<p><b>29/08/2025</b></p> <p>a) Pre bid queries should be submitted as per <b>Appendix-C</b> in MS- excel format.</p> <p>b) Queries must be mailed to <a href="mailto:tenders.dbd@psb.co.in">tenders.dbd@psb.co.in</a> only quoting tender reference number in the subject. Subject of the email should be given as “<b>Pre Bid Queries for GEM/2025/B/6606480 dated 25.08.2025</b>”. Queries reaching afterwards will not be entertained.</p>
Date and Time for Pre Bid Meeting	<p><b>30/08/2025, 15:00HRS</b></p> <p>Pre Bid meeting will be held in person. Those who are interested in participating the prebid meeting should share the participant details to <a href="mailto:tenders.dbd@psb.co.in">tenders.dbd@psb.co.in</a>, one day before pre-bid meeting date by 5.00PM.</p>
Last Date and Time for submission of Bids	<b>09/09/2025, 15:00PM</b>

Date and Time of Opening of Bids	<b>09/09/2025, 15:30:PM</b>
Date and Time of online Commercial Bids (through Reverse Auction)	To be notified later to the qualifying bidders only.
Place of Opening of Bids	<b>Punjab &amp; Sind Bank,</b> HO Digital Banking Department First Floor, B-38/39, Block B, Industrial Area Phase I Naraina, New Delhi-110028
Contact Persons for any clarifications/ Submission of Bids	Mr. Mukesh Kumar - AGM (IT) Mr. Mr. Upendra Ray -Chief Manager
Contact Numbers	91-9599607794, +91-8285078008
Other Details	<ol style="list-style-type: none"> <li>1. Subsequent changes made based on the suggestions and clarifications as per pre-bid meeting shall be deemed to be part of the RFP document and shall be shared with all the bidders.</li> <li>2. No suggestions or queries shall be entertained after pre-bid meeting.</li> <li>3. This document can be downloaded from following website:  <a href="https://punjabandsindbank.co.in/module/tender-list">https://punjabandsindbank.co.in/module/tender-list</a>;  <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> &amp; <a href="https://gem.gov.in/">https://gem.gov.in/</a>.   Any Amendments, Modifications, Pre Bid Replies, Clarifications &amp; any communication etc. will be uploaded in the Bank's website (i.e. <a href="https://punjabandsindbank.co.in/module/tender-list">https://punjabandsindbank.co.in/module/tender-list</a> &amp; <a href="https://gem.gov.in/">https://gem.gov.in/</a>). No individual communication will be sent to the individual bidders.</li> </ol>
EMD (Bid Security)	₹98,000.00(INR Ninety Eight Thousand only) (Details already mentioned in clause no. 1.11 ( Earnest Money Deposit ( EMD/Bank Guarantee in lieu of EMD))

\* All MSEs(Micro & Small Enterprises) having registration as per provisions of the Public Procurement Policy for Micro and Small Enterprises and Start-ups (recognized by DIPP) are exempted from submission of Tender Fee and EMD amount. Relevant Certificates should be submitted by the bidder in this regard to avail exemption.

Note:

1. 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.
2. Bidders to ensure to get themselves registered timely over GeM portal as detailed in the RFP.
3. The bid documents and commercial bid shall be submitted online on GeM portal as per this RFP document and as per the provisions and terms & conditions of GeM portal.
4. All Claims made by the Bidder will have to be backed by documentary evidence.
5. Bids shall be opened as per the process and guidelines of GeM Portal. Bank is not responsible for non-receipt of responses to RFP within the specified date and time

due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. 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.

6. The bidder shall upload all the requisite documents while submitting the bid online on GeM portal as per the terms, conditions and process of GeM Portal. It is bidder's responsibility to ensure submission of all documents at the time of submission of bid online and no request in this regard shall be entertained post completion of bidding timeline.
7. If bidder is participating in the Reverse Auction, it is advised that Bidders place their bids well before time rather than waiting for auction end time to avoid any last minute glitches (or any network issues or internet response issues etc.) occurring at Bidder's end. Bidders may keep refreshing auction page to ensure that they are connected to server (via internet).
8. 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.
9. 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.
10. Any amendments, modifications, Pre-Bid replies & any communication etc. shall be uploaded over Bank's Website and GeM Portal (i.e. <https://punjabandsindbank.co.in/module/tenderlist> & <https://gem.gov.in/>.) only. No individual communication will be sent to the individual bidder

### **Information for Participation through GeM**

This Tender will follow e-Tendering process which will be conducted at GeM Portal (<https://gem.gov.in/>)

Following activities will be conducted online through the above website:

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

The tender document may also be downloaded from the Bank's official website also <https://punjabandsindbank.co.in>.

## **INTRODUCTION**

- ❖ Punjab & Sind Bank, a Banking company incorporated under the Banking Companies (Acquisition & Transfer of Undertaking) Act. No. 40 of 1980 (hereon referred to as 'PSB' or the 'Bank') is a major Public Sector bank. The Bank's Corporate Office is in East Kidwai Nagar, New Delhi and its HO Digital Banking Department at 1<sup>st</sup> Floor, B-38/39, Block B, Industrial Area Phase I Naraina, New Delhi-110028. The Bank has a national presence through a widespread network of 1569 plus branches all networked under Centralized Banking Solution on Finacle-10. It also has a network of more than 1054 ATM(s) spread across the country including onsite and offsite ATMs as well. With more than 116 years of customer services, the Bank has a large satisfied clientele throughout the country. For enhancing customer convenience levels and overall inter-branch efficiency, the Bank has been a frontrunner in implementing various IT enabled products. Bank has already launched various delivery channels such as Internet Banking, Mobile Banking, and ATMs.
- ❖ This request for proposal document ('RFP document' or RFP) has been prepared solely for the purpose of enabling Punjab and Sind Bank (hereinafter referred to as the 'BANK') to select a Vendor(s) / service provider for Supply of 700 STQC Certified Biometric Finger Print Capture L1 Devices, on rate contract basis, for two years with 3 Years RD Services at Bank Branches/Offices for android based Tablets.
- ❖ This invitation of Bids is limited to vendor(s) having presence in India or their Authorized Representative in India, provided firms fulfill the minimum qualification criteria.
- ❖ The successful bidders would be selected, prices would be finalized through this RFP process and an agreement would be entered into with the successful bidder/s.



## **DISCLAIMER**

- The information contained in this Request For Proposal (RFP document) or any information provided subsequently to Bidder(s) whether verbally or in documentary form by or on behalf of the 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 document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the Bank and the Bidder. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals.
- This RFP does not claim to contain all the information each bidder may require. Each Bidder should conduct its own investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice, wherever necessary. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP
- Bank reserves the right to reject any or all Request for Proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Punjab & Sind Bank shall be final, conclusive and binding on all the parties.
- This RFP Document may not be appropriate for all persons, and it is not possible for the Bank Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document.
- The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.

## **CHAPTER 1 - INSTRUCTIONS TO BIDDERS**

### **1.1 Cost of Tender**

The tender document may also be downloaded from the Bank's official website <https://punjabandsindbank.co.in>. The bidder downloading the tender document from the website is required to submit a non-refundable fee **online** as mentioned in **Key-Information** in favor of **PUNJAB & SIND BANK**, (Bank a/c details given in Key Information) before the last date and time of submission of bid, failing which the bid of the concerned Bidder will be rejected. It may be noted that amount will not be refunded to any prospective bidder under any circumstances including cancellation of RFP. The soft copy will also be available at GeM portal (<https://gem.gov.in/>) & [www.eprocure.gov.in](http://www.eprocure.gov.in)

### **1.2 Language of the Bid**

The bid as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Bank shall be in **English language** only.

### **1.3 Bid Currency & Price Structure**

Prices shall be expressed in the Indian Rupees only. The bidder must quote price exclusive of all applicable GST. The cost will not depend on any variation in dollar exchange rate/change in tax structure.

### **1.4 Bid System Offer**

- a. The Bid Proposal being submitted would be binding on the Bidder. As such it is necessary that authorized personnel of the firm or organization must sign the Bid. The designated personnel should be authorized by a senior official of the Organization having such authority to do so. The same person or a different person should be authorized who should have Digital Certificate issued in his name and should have authority to quote offer price during On-line Reverse Auction. The details of Digital Certificate like Name, Digital Key details, Issuing Authority and validity etc. are to be provided. The Xerox copy of necessary Original Resolutions/ Authority/ Power of Attorney having authority to authorize the person to submit Bid Documents/ participate in Online Reverse Auction, on behalf of the Company shall be enclosed. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the designated personnel.
- b. The bidder shall submit his response to the present tender with the Indicative (Estimated) price which will contain the estimated pricing information. The indicative prices are to fix the start price for On-line Reverse Auction. The vendor(s) shall be intimated the date and time for participating in the On-Line Reverse Auction. Bidder should be agreeable to accept the offer at the price quoted in Reverse Auction, in case bidder is identified / selected as L1 Bidder.
- c. Any effort by a Bidder to influence the Bank in evaluation of his bid, bid comparison or contract award decision would result in the rejection of the said bid. The Bank's decision in this case would be final and without prejudice and will be binding on all parties.
- d. The Bank reserves the right to accept or not to accept any bid or to reject a particular bid at its sole discretion without assigning any reason whatsoever.

- e. The Indicative (Estimated) Price of vendor(s) shall be opened to fix the Start price for online Reverse Auction. The Bank shall, however, may follow any other basis to determine the start price for on-line Reverse Auction. If any bidding firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- f. **Proof of online payment towards document cost of RFP, EMD/Bid Security Declaration and other required documents as mentioned in the tender and a sealed envelope containing Indicative (Estimated) Price**, duly super-scribing the envelope with the reference of this RFP, due date, name of the Bidder with contact details, Offer reference number etc. Bid document should be duly filed and 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 from the beginning of the submitted Bid Documents should be serially number numbered with the Bidder's seal duly affixed with the Signature of the Authorized Signatory on each page. Documentary proof, wherever required, in terms of the RFP shall be enclosed.
- g. The Bids containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the Bids. All details must be completely filled in.

### 1.5 Two Bid System

This is two bid system which has following 2 parts:

Part A- Technical cum Eligibility Proposal: Indicating the response to the Pre-Qualification Criteria, Scope of Work and other terms & conditions. The format for submission of Technical Proposal is as per Appendix-A.

Part B-Commercial Bid: Furnishing all relevant information as required as per Bill of Material as per Annexure- XII. The format for submission of Commercial bid (indicative) is as per Appendix-B. Online Reverse Auction will be conducted through the GeM portal (<https://gem.gov.in/>) for those bidders qualified as per the GeM bid terms and conditions.

### 1.6 Preparation of Bids

Part A – Technical cum Eligibility Proposal

- Before submitting the bid, the bidders should ensure that they conform to the Pre-Qualification Criteria as stated in Annexure-VI of RFP. Only after satisfying themselves of the Pre-Qualification Criteria, the Offer should be submitted.
- Technical cum eligibility Proposal should be submitted as per the format in Appendix-A. Relevant technical details and documentation should be provided along with Technical Proposal.
- It is mandatory to provide the compliance to the scope required by the Bank in the exact format of Chapter-4 of this RFP.
- The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer.

- The Bank shall not allow / permit changes in the technical/functional requirements once it is submitted.
- The relevant solution information, brand, and solution offered, printed product brochure, technical/functional specification sheets etc. should be submitted along with the Offer. Failure to submit this information along with the offer may result in disqualification.
- The Technical Proposal should be complete in all respects and contain all information sought for, as per Appendix-A. Masked Bill of Material must be attached in Technical Offer and should not contain any price information. The Part A - Technical cum Eligibility Proposal should be complete and should cover all products and services. Technical Proposal without masked Bill of Materials will be liable for rejection.
- Masked Bill of Material which is not as per instruction will make Bid liable for rejection
- Should be replica of Bill of Material except that it should not contain any price information (with Prices masked).
- It should not provide any price information like, unit price, tax percentage, tax amount etc.

#### Part B - Commercial Bid

- Commercial Bid (Indicative) should be submitted as per instruction in Appendix-B.
- Commercial Bid shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. The Commercial Bid should give all relevant price information as per Annexure-XII. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.
- The bidder must quote the best competitive price in the indicative commercial bid. If a bidder quoting higher prices, higher by more than 40% as compared to the average quoted prices (of all technically qualified bidders) for all items in aggregate (TCO), the same bidder shall not be called for reverse auction process". Please refer the detailed clause under Price Variation Factor.
- The bid must be made in an organized and structured manner.

**\*Note:** All Claims made by the Bidder will have to be backed by documentary evidence. The bidder is expected to examine all instructions, forms, terms and specifications in the RFP. Failure to furnish all information required or to submit a Bid not substantially responsive to the RFP in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

### 1.7 Cost of Preparation

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

## **1.8 Submission of Bid and communication**

The Bank expects the bidders to carefully examine all instructions, terms and conditions mentioned in this RFP document before submitting its unconditional compliance as part of the RFP. Failure to furnish all information required or submission of an RFP not substantially responsive to the RFP in every respect will be at the bidder's risk and may result in the rejection of Bids.

Bids duly sealed should be submitted, in person or through Courier Service and in electronic form too using the GeM portal (<https://gem.gov.in/>), on or before the last Date and Time for bid submission at the address mentioned below. Any other mode of submission, e.g. by fax, e-mail etc. will not be accepted. No Claim of any Bidder(s) shall be entertained, whatsoever for delayed submission of their bid at any stage because of any reason. Therefore, Bidder (s) are advised to submit their bid well before the scheduled time.

### **The Assistant General Manager**

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

All communications, correspondence will be only to the prime bidder. Any partner/sub-contractor has to communicate only through the prime bidder. The prime bidder will act as the single point of contact for the Bank.

The hard copies of documents submitted should be same as submitted by online. The hard copies of bids of only those bidders who submitted bid documents online will be accepted. Bids will be opened in the presence of the bidder representatives who choose to attend the opening of tender on the specified date, time and place of bid opening. No separate intimation will be given in this regard.

Bank reserves its right to cancel the order even after issuing the letter of Intent (LOI) / Purchase Order, if bank receives any directions / orders from Statutory Body / RBI/Govt. of India in a nature that binds the bank not to take the project forward.

## **1.9 Late bids**

- a) Any bid received after the due date and time for receipts of bids as prescribed in this RFP will be rejected and returned unopened to the Bidder. However, in case of the specified date of submission of bids being declared a holiday for the bank, the bids will be received up to the specified time on the next working day.
- b) The bank may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Bank and bidders, previously subject to the deadline, will thereafter be subject to the deadline extended.

### **1.10 Modifications and/ or Withdrawal of Bids**

1. Bids once submitted will be treated, as final and no modification will be permitted. No Correspondence in this regard will be entertained.
2. The Bid should contain no alterations, erasures or overwriting. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of bid not substantially / conclusively responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid.
3. No bidder shall be allowed to withdraw the bid after the deadline for submission of bids.
4. In case of the successful bidder, he will not be allowed to withdraw/back out from the bid commitments. The bid earnest money in such eventuality shall be forfeited and all interests/claims of such bidder shall be deemed as foreclosed

### **1.11 Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD:**

1. The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) amount of ₹98,000.00(INR Ninety Eight Thousand only) as mentioned in the Bid Schedule by way of Bank Guarantee drawn on any Scheduled Commercial Bank in India (except Punjab & Sind Bank) in favor of Punjab & Sind Bank, payable at Delhi. IFSC Code for issuance of Bank Guarantee is PSIB0000181.
2. In case the EMD is submitted in the form of Bank Guarantee the same should be valid for additional 45 days beyond bid validity period. Bank at its discretion can demand for extension for the validity of EMD. The format for submission of EMD in the form of Bank Guarantee is as per Appendix-D.
3. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). The format for submission of EMD in the form of Bank Guarantee is as per Appendix-D. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be rejected summarily. IFSC Code for issuance of Bank Guarantee is PSIB0000181.
4. The bidder has the provision to remit the Earnest Money Deposit through online mode to below mentioned account for this RFP:

Account Number – 90355040070003  
Account Name – NEFT INWARD STP PARKING ACCOUNT  
Type of Account – OFFICE ACCOUNT  
Branch – HO DIGITAL BANKING DEPARTMENT,  
NEW DELHI-110008  
IFSC- PSIB0009035

5. Bidders are requested to clearly mention the Name of the Firm with RFP No. in the Narration field.
6. Non submission of EMD leads to rejection of Bid.
7. 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. Relevant certificates should be submitted by the bidder in this regard to avail exemption. Bid Security should be submitted by eligible MSEs/Startups on Company's letter head with company seal and signature of the authorized person as per Annexure-III.

8. The EMD may be forfeited/ Bank Guarantee may be invoked:
  - a) If the bidder withdraws/amends the bid during the period of bid validity (180 days from the date of opening of bid).
  - b) If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
  - c) The selected bidder withdraws his tender before furnishing the unconditional and irrevocable Performance Bank Guarantee.
  - d) The bidder violates any of the provisions of the terms and conditions of this tender specification.
  - e) In case of the successful bidder, if the bidder fails:
    - To sign the contract in the form and manner to the satisfaction of Punjab & Sind Bank.
    - To furnish Performance Bank Guarantee in the form and manner to the satisfaction of Punjab & Sind Bank.
    - Bank may proceed against the selected bidder in the event of any evasion, avoidance, refusal or delay on the part of bidder to sign and execute the Purchase Order / Service Level Agreements or any other documents, as may be required by the Bank, if the bid is accepted.
    - The Execution of Bid Security Declaration/ Invocation of EMD may suspend participation of the Bidder in any tender in this Bank for three (03) years.
9. Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The EMD of the selected bidder will be returned within 15 days after submission of Performance Security.

### **1.12 Performance Bank Guarantee (PBG)**

1. The successful bidder/s should submit a Security Deposit / Performance Guarantee as specified in Key Information within 15 days from the date of acceptance of the Purchase Order or signing of the contract whichever is earlier.
2. Security Deposit should be submitted by way of Bank Guarantee in favour of Punjab & Sind Bank payable at Delhi / Bank Guarantee may be obtained from any of the Scheduled Commercial Banks (other than Punjab & Sind Bank) for an amount of 5% of total project cost.
3. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of

Punjab & Sind Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). However, it should be as per Appendix-E. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be summarily rejected. IFSC Code for issuance of Bank Guarantee is PSIB0000181.

4. The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the printed letterhead of the issuing bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favor with authorization to sign the documents.
5. Security Deposit/Performance Bank Guarantee should be valid for contract period plus claim period. from the date of acceptance of purchase order. The guarantee should also contain a claim period of 12 months beyond the date of completion of all contractual obligations of the supplier.
6. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and contract period.
7. The security deposit / bank guarantee will be returned to the bidder on completion of Contract Period.
8. The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.
9. In case the selected Bidder fails to submit performance guarantee within the time stipulated, the Bank, at its discretion, may
  - a) Forfeited Bid Security/ EMD and contract may be terminated
  - b) Charge Interest at the rate of 24% for delayed period (in Days) maximum to 30 days.
10. Bank shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or Bank incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions. It will be refunded to the selected bidder without interest, after he duly performs and completes the contract in all respects.

### **1.13 Evaluation Process of the Bids**

The Bank will evaluate the response to the RFP of the Bidders who are found eligible as per the eligibility criteria mentioned in the RFP. There will be no scoring involved in the eligibility evaluation. Bids of only those Bidders who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be considered by the Bank for further detailed evaluation. The Bidders who do not meet the eligibility criteria and all terms during preliminary examination will not be considered for further evaluation.



### 1.13.1 Preliminary Scrutiny

- a. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.
- b. The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.
- c. The Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law, Bank Guarantee will be deemed to be a material deviation.
- d. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence. The Bank reserves the right to evaluate the bids on technical and functional parameters, including possible visit to inspect live site/s of the Vendor and witness demos of the system and verify functionalities, response times, etc.
- e. If a Bid is not responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- f. If any information / data / particulars are found to be incorrect, bank will have the right to disqualify / blacklist the company and invoke the performance bank guarantee/ EMD.

### 1.13.2 Eligibility Criteria Evaluation :

Eligibility criteria to be met mandatorily by the bidders:

Sno	Eligibility of the Bidder	Documents to be submitted
1	The Bidder should be a partnership firm registered under LLP Act, 2008/Indian Partnership Act, 1932 or Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013 and should have been in operation for last 3 years as on RFP date.	Copy of Certificate of LLP registration. (OR) Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company (OR) Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies.
2	The bidder has to provide confirmation that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having	Letter of confirmation (self-certified letter signed by authorized official of the bidder)

	common partners has not participated in the bid process.	
3	The bidder should either be Class-I or Class-II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order (English) dated 16/09/2020 or any subsequent guidelines issued by (Govt./Regulatory authority from time to time.	Certificate of local content to be submitted as per Annexure-V.
4	Bidder should have experience of having supplied & implemented or under-implementation of minimum 70% of this procurement that is 490 STQC certified Biometric Finger Print Capture L1 Devices with RD Services in at least one Scheduled Commercial Bank having minimum 1000 branches. Reference of satisfactory work from the client Banks should be attached format Annexure IV.	Clear documentary proof relating to execution of the order is to be submitted with the RFP. Experience certificate to be Submitted from at least one Bank as per Annexure IV
5	The bidder or bidder's holding company should have annual turnover of ₹10 Lakhs or above in the last 3 financial years i.e. 2022-23, 2023-24 & 2024-25. The copies of audited Profit & Loss accounts and Balance Sheets with auditor's note to be submitted. This must be the individual company turnover and not of any group of companies.	Bidder has to submit audited Balance Sheet copies for last 3 Years i.e. 2022-23, 2023-24 & 2024-25 or CA Certificate, in case of Provisional balance sheet along with certificate from the Company's Chartered Accountant to this effect with Unique Document Identification Number.
6	The bidder should have positive Net Worth as on 31/03/2025.	
7	The Bidder should be profitable organization on the basis of profit before tax (PBT) for last 03 (three) financial years.	
8	Bidder should have valid ISO 9001, ISO 27001 Certification, however ISO 20000 is preferable.	Copy of the certificate to be submitted.
9	Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP and also certify that they have not been disqualified /	A self-declaration letter by the bidder on the Company's letter head should be submitted to this effect.

	debarred / terminated on account of poor or unsatisfactory performance and/or blacklisted by any Scheduled Commercial Bank / Public Sector Undertaking / State or Central Government or their Agencies / Departments at any time, during the last 3 years. (Refer GOI Cir. No F.1/20/2018-PPD dated 02.11.2021)	
10	<p>The bidder/OEM should not be from a country which shares a land border with India unless the bidder/OEM 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/OEM from a country which shares a land border with India means:</p> <p>a. An entity incorporated, established or registered in such a country; or</p> <p>b. A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>c. An entity substantially controlled through entities incorporated, established or 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>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p>	A declaration stating "We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority. We certify that we and our CSP fulfil all the requirements in this regard and are eligible to participate in this RFP" to be submitted in Company's letter head.
11	The Bidder should be OEM or Authorized Reseller of the OEM of the offered RD Service Ready Devices	MAF on OEM's letterhead signed by authorized signatory.(As per Annexure IX)
12	The Bidder/OEM should have existing Support Centres in India and should be able to provide support and maintenance for the hardware. Documentary proof (Office registration details etc.) to be submitted along with the bid.	List of the offices and a self-certification in this regard

Bank reserves the right to waive any of the Technical and Functional Specifications during technical evaluation, if in the Bank's opinion it is found to be minor deviation or acceptable deviation.

In case the input/ feedback received from the Customer is negative/ unsatisfactory, bank reserves the right to reject the Bid. Bank, at its discretion, may choose to open the commercial bid of the only bidder who qualifies.

Decision of the Bank on evaluation of bids shall be final and binding on all bidders and Bank won't accept/consider any kind of claims whatsoever from the bidders.

It shall be the responsibility of the bidder to submit required documentary proofs which are necessarily unambiguous and shall be capable to establish beyond any doubts that bidder is satisfying the particular criteria/clause for which the document is submitted.

The Bank may use the services of external consultants for technical evaluation.

### **1.13.3 Opening of Price Bids/ Reverse Auction**

The bidder must quote the best competitive price in the indicative commercial bid. Please note the contents and comply with the requirements of the same. Bidders are requested to ensure that they have a valid digital certificate well in advance to participate in Reverse Auction event.

Only those bids which are found to be technically responsive will be informed of the date / time / venue of opening of price bids / reverse auction.

The Bids will be evaluated as per criteria mentioned in this RFP document. Thereafter the Bank reserves the right of selection of vendor by rates quoted by the vendors in reverse auction over GeM Portal (who are found eligible after evaluation of Bids).

### **Abnormal low bid prices/predatory pricing**

An abnormally low bid is one in which the bid price, in combination with other elements of the bid, appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price. In such cases, the Bank shall be within its absolute right to seek written clarifications from the bidder/s, including detailed price analysis of the bid price in relation to the scope, schedule, allocation of risks and responsibilities, and any other requirements as the Bank may deem necessary.

If, after evaluating the price analysis, Bank determines that the bidder/s has/have substantially failed to demonstrate its capability to deliver the contract at the offered price, Bank may at its sole discretion:

- a. reject / cancel the bid/proposal after giving 7 days' notice to the such bidder/s; and /or
- b. forfeit the bid security and/or invoke Bank Guarantee; and /or
- c. recover cost incurred/to be incurred by the bank for the delay in implementation including the penalty, if any, imposed by the Regulator/Government/Other authorities for non-compliance of Regulatory/ Government/Other authorities guidelines; and /or

- d. debar such bidder/s from future RFP processes/contracts for the period as deemed fit by the Bank; and/or
- e. circulate the list of such entities to member organization/s for circulation among members and/ or
- f. Circulate/publish the list of such entities, as deemed fit.

In the event of rejection/cancellation of any bid/s as above, the Bank shall also be within its absolute right at its sole discretion to award the contract to the next bidder/s in the ratio stated in the RFP.

#### **1.13.4 Clarification of bids**

To assist in the scrutiny, evaluation and comparison of offers/bids, The Bank may, at its sole discretion, ask some or all Bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidder. The bidder has to respond to the bank and submit the relevant proof /supporting documents required against clarifications, if applicable, within the time frame stipulated by the Bank.

The bidder shall notify The Bank in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the bidder from any liability or obligation under the contract. The Bank reserves rights to accept such arrangement or reject the proposal outright. Proof of such contracts should be submitted to the Bank.

The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. Bank's decision with regard to 'minor non-conformity' is final and the waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.

#### **1.13.5 Commercial Evaluation & Online Reverse Auction:**

- **The Commercial bidding will be carried out through Online Reverse Auction over GEM portal.**
  1. The Indicative commercial bids of only the technically qualified bidders will be opened.
  2. In the Indicative commercial bids (In Annexure - XII). Prices shall be expressed in Indian Rupees only. The bidder must quote prices exclusive of all applicable taxes / GST and duties. The cost will not depend on any variation in dollar exchange rate/change in tax structure.
  3. The bidder must quote the best competitive price in the indicative commercial bid.

#### **1.13.6 Reverse Auction**

The indicative prices are to fix the start price for on-line Reverse Auction. The shortlisted Service Providers shall be intimated the date and time for participating in the On-Line Reverse Auction. Bidder should be agreeable to accept the offer at the price quoted in Reverse Auction, in case bidder is identified selected as L1 Bidder. Contract will be awarded to L1.

Reverse Auction would be conducted amongst all the technically qualified bidders

except the highest quoting bidder (H-1). The business rules, terms and conditions of the reverse auction process are available on GeM Portal GeM portal (<https://bidplus.gem.gov.in/bidlists>). The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will be allowed to participate in RA in following cases:

1. If number of technically qualified bidders are only 2 or 3.
2. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1.
3. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1.

#### **1.13.7 Address for Submission of Bid and communication**

Offers should be addressed to the following office at the address given below:

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

- No vendor shall involve himself /itself or any of his /its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Bank shall disqualify the vendor /bidders concerned from the e-Procurement process.
- Bidder shall not disclose details of his 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 vendors' 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.)

#### **1.14 No commitment to accept lowest or any bid**

The Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete.

Bank reserves the right to make changes in the terms and conditions of purchase. Bank will be under no obligation to have discussions with any bidder, and/or entertain any representation.



### **1.15 Right To Accept Any Bid And To Reject Any Or All Bids/Cancellation of Tender process**

PUNJAB & SIND BANK reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof even after issuance of letter of Intent. Any decision of Punjab & Sind Bank in this regard shall be final, conclusive and binding upon the bidder. The Bank reserves the right to accept or reject any Bid in part or in full, and to annul the Bidding process and reject all Bids 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 Bank's action. During any stage of evaluation process, if it is found that the bidder does not meet the eligibility criteria or has submitted false /incorrect information the bid will be summarily rejected by the Bank and no further correspondence would be entertained in this regard. Bank further reserves the right to amend, rescind, reissue or cancel this RFP and all amendments will be advised to the Bidder and such amendments will be binding upon them. The Bank also reserves its right to accept, reject or cancel any or all responses to this RFP without assigning any reason whatsoever. Further please note that the bank would be under no obligation to acquire any or all the items proposed. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of Punjab & Sind Bank and the bidder.

### **1.16 Correction of Errors**

Bidders are advised to exercise greatest care in entering the pricing figures. No corrigenda or requests for prices to be corrected will be entertained after the bids are opened. If there are any corrections in the bid document, the authorized signatory should initial them all, failing which the figures for such item shall not be considered. Discrepancies in bids will be corrected as follows:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall prevail.
- If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail
- Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of Bank, there is an obvious error such as a misplacement of a decimal point, in which case the line item total will prevail.
- Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the schedule of prices, the amount obtained on totaling the line items in the Bill of Materials will prevail.
- The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail.
- In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
- The Highest Technical bidder shall not automatically qualify for becoming selected bidder and for award of contract by the bank.
- The Lowest Commercial Bidder shall not automatically qualify for becoming selected Bidder and for award of contract by the Bank.

- The commercials will be calculated till two decimal points only. If the third decimal point is greater than .005 the same shall be scaled up else it shall be scaled down to arrive at two decimal points. Bank will make similar treatment for 4th or subsequent decimal point to finally arrive at two decimal points only.
- If for some reason, negotiations with the successful bidder fail to result in an agreement within a specified timeline, the Bank reserves the right to award the contract to the next most eligible bidder based on the evaluation.
- The Bank shall not incur any liability to the affected Bidder on account of such rejection.

Based on the Bank's requirements as listed in this document, the bidder should identify and offer the best-suited solution / bill of material for the product that would meet the Bank's requirements and quote for the same.

During Tender process, if any event of conflict arise between the content of the Annexures submitted by bidders and the main body of RFP , then the content of main RFP shall prevail/ applicable

### **1.17 Soft copy of tender document**

The soft copy of the tender document will be made available on the Bank's website <https://punjabandsindbank.co.in/>, [www.eprocure.gov.in](http://www.eprocure.gov.in) & <https://gem.gov.in/>. However, the Bank shall not be held responsible in any way, for any errors / omissions /mistakes in the downloaded copy.

The bidder is advised to check the contents of the downloaded copy for correctness against the printed copy of the tender document. The printed copy of the tender document shall be treated as correct and final, in case of any errors in the soft copy.

### **1.18 Bid validity period**

Bids shall remain valid for 180 (One Hundred Eighty) days from the date of opening of Commercial Bid. The Bank holds the rights to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence. In exceptional circumstances, The Bank may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended.

A Bidder acceding to the request will neither be required nor be permitted to modify its bid. A Bidder may refuse the request without forfeiting its bid security. In any case the bid security of the Bidders will be returned after completion of the process.

### **1.19 Pre-bid meeting**

For clarification of doubts of the bidders on issues related to this RFP, the Bank intends to hold a Pre-Bid Meeting on the date and time as indicated in the RFP in **Key-Information**.



For any clarification with respect to this RFP, the bidder may send an email to [tenders.dbd@psb.co.in](mailto:tenders.dbd@psb.co.in) by last date of submission of queries as defined in **Key-Information** in this document. No queries will be entertained from the bidders after the above date and time.

If the meeting date 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 pre-bid meeting day.

The format to be used for seeking clarification is mentioned in **Appendix-C (Pre-bid Query Format)**. It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be sent to the email-id as stated earlier. No oral or individual consultation will be entertained.

Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.

Only two authorized representatives of the bidders who have purchased the RFP will be allowed to attend the meeting. In case pre-bid meeting is also conducted online, the details of the same including the link for participation will be intimated to the prospective bidders.

The Bank will consolidate all the written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available to all the bidders. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.

Non reply to any of the queries raised by the vendors during pre-bid Meeting shall not be considered as acceptance of the query/issue by the Bank.

## **1.20 Award of contract/ Purchase Order**

### **PURCHASE PREFERENCE:**

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

#### **1. Micro & Small Enterprises [MSEs]:**

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

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

**1.1.1.** District Industries Centres or

- 1.1.2. Khadi Village Industries Commission or
- 1.1.3. Khadi & Village Industries Board or
- 1.1.4. Coir Board or National Small Industries Corporation or
- 1.1.5. Directorate of Handicrafts & Handloom or
- 1.1.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
- 1.1.7. Udyam Registration Certificate
- 1.2. MSEs are exempted from paying EMD, subject to furnishing of Valid certificate for claiming Exemption.
- 1.3. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Punjab & Sind Bank as per annexure.
- 1.4. The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.
- 1.5. Kindly note that no relaxation in any of the eligibility criteria will be provided to MSE bidders.
- 1.6. The details are available on web site [dcmsme.gov.in](http://dcmsme.gov.in). Interested vendors are requested to go through the same for details.
- 2. Start-up:**
  - 2.1. Applicable for Indian Bidders only as defined in gazette notification no. D.L-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time.
  - 2.2. As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in RFP document.
  - 2.3. Further, the Start-ups are also exempted from submission of EMDs.
  - 2.4. For availing the relaxations, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.
  - 2.5. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Punjab & Sind Bank as per Annexure.
- 3. Procurement through Local Suppliers (Make in India):**

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

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

#### **4. Ministry of Electronics and Information Technology (MeitY):**

- 4.1. In furtherance of the Public Procurement (Preference to Make in India) Order 2017 notified vide reference cited above, Ministry of Electronics and Information Technology, Government of India has issued revised Public Procurement

(Preference to Make in India) Order 2019 for cyber security products vide reference File No.1(10)/2017-CLES dated 06/12/2019.

- 4.2. The bidders complying with all the guidelines in this regard and providing supporting documents along with the bid can only participate in this bid.
- 4.3. Punjab & Sind Bank shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain complete back up calculation.

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

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

### **1.21 Amendment to RFP Contents**

At any time prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) requested by a prospective bidder, modify the RFP contents by amendment. Amendment will be published on Bank's website and will be binding on bidders. However, it is the bidder's responsibility to keep its communication channels (face-to-face, phone, fax, e-mail etc.) alive including observing of Bank's website for latest development in this regard. The Bank will not be liable for any communication gap. In order to provide prospective bidders, reasonable time to take the amendment into account for preparation of their bid, the Bank may, at its discretion, extend the last date for bid-submission.

Bank reserves the right to scrap the tender at any stage without assigning any reason.

### **1.22 Disqualification**

Any form of canvassing/ lobbying/ influence/ query regarding short listing, status etc. will result in disqualification.

### **1.23 Fixed Price**

The prices quoted in the tender response will be fixed for the period of the contract. The price should be exclusive of all taxes and levies which will be paid by the Bank at actual. However, Bank reserves the right to review the rates, if the bank is of the opinion that there are reductions of rates in the market for comparable services, compared to the initially agreed rates. A benchmark of 20% up and down in the market price of the chip (Based on at least two credible sources) shall trigger the negotiation, on, as and when basis. The Bank reserves the right to negotiate the initial agreed rates and it will be mutually decided between Vendor and the Bank

for the subsequent period. However, the bank may consider an exit option if no reasonable solution is arrived at.

### 1.24 Project Execution

The entire project needs to be completed expeditiously. The Bank and the selected bidder/s shall nominate a Project Manager immediately on acceptance of the order and should be available for entire project period, who shall be the single point of contact for the project. However, for escalation purpose, details of other persons shall also be given. The project manager nominated by the bidder/s should have prior experience in implementing similar project. Project Kick-Off meeting should happen within 7 days from the date of acceptance of purchase order.

### 1.25 Project Timelines

The Bank expects successful bidder to deliver and implement all the items within contract period of two years, as and when required by the Bank and perform all activities and related roles timely in time bound manner. The timelines for completion of activities are outlined below:

Sr. No.	Activity	Time Period for completion
1.	Delivery of Devices at specified location, as and when required.(ANNEXURE – XIII)	Deliver at ZO/BO location within 04 weeks from the date of acceptance of purchase

### 1.26 Service Level Agreement

Vendor should ensure before delivery that RD Services has been enabled and the devices are of L1 type, adhering to all rules and regulations stipulated by UIDAI.

#### SERVICE LEVELS DURING IMPLEMENTATION PHASE

The successful Bidder is expected to complete the responsibilities that have been assigned as per the implementation timelines mentioned in Section - Project timelines.

S. No.	Activity	Time Period for completion	Penalty / Liquidated Damages
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1.	Delivery of Devices at specified location, as and when required.	Within 04 weeks from issue of Purchase Orders (PO)	1% of Contract price of delayed items for each week of delay or part thereof
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The successful bidder is required to adhere to the Service Level Agreements as mentioned below for the operations phase.

In case any physical part of devices goes faulty during the project period, the successful bidder has to ensure that the replacement of the faulty part is completed within 1 week from the time the case is reported. In case the successful bidder fails to replace the faulty part at delivery locations within 1 week, penalty of Rs.1,000/- (Rupees One Thousand only) per device will be levied for delay per day, after 1 week.

The successful bidder will be required to submit the credit note amounting to the penalty amount which will be adjusted from the subsequent payments.

SYSTEM AVAILABILITY - Applicable for Management Server System availability is defined as  $\{( \text{Scheduled operation time} - \text{system downtime} ) / ( \text{scheduled operation time} )\} * 100\%$ .

Where:

1. Scheduled operation time means the scheduled operating hours of the System for the month. All planned downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time.
2. System downtime subject to the SLA, means accumulated time during which the System is not available to the Bank's users or customers due to in-scope system or infrastructure/application failure.
3. Management Server should be available and will be supported on 24x7X365 basis.
4. Downtime shall commence when RD Services are not available to Bank's users.
5. Uptime will be computed based on service availability of the in-scope components. Also, non-compliance with performance parameters for business and system / service degradation will be considered for downtime calculation.
6. Response may be telephonic or onsite. In case the issue cannot be resolved telephonically, Successful bidder (as per the criticality and nature of the issue) will provide onsite assistance at designated locations within response resolution window.
7. Service Levels will be complied with irrespective of the customizations that would undergo RFP for Supply for Supply of STQC certified Biometric Finger Print Capture L1 Devices with 3 Years RD Services at Bank Branches / Offices during the tenure of the Contract.
8. Typical Resolution time will be applicable if services are not available to the Bank's users and customers and there is a denial of agreed services.



9. Bank has defined in-scope services and corresponding SLAs as under, Bank shall evaluate the performance of the Successful Bidder on these SLAs compliance as per the periodicity defined.

10. The Successful Bidder shall provide, as part of monthly evaluation process, reports to verify the Successful Bidder's performance and compliance with the SLAs.

11. If the level of performance of Successful Bidder for delivering RD services fails to meet the minimum service level for that metric, it will be considered as a Service Level Default.

12. Overall cap for penalties over the tenure of the contract will be 10% (ten percent) of the contract value.

13. Penalties if any, as defined by SLAs, shall be adjusted in the payment of the quarter. Balance penalties, if any shall be levied in the payment for the subsequent quarter.

14. The Successful bidder to provide Support contract backline to OEM for the complete duration of contract period, if applicable. Letter to be provided by OEM for the backline proof, prior to release of payment.

15. The Successful bidder agrees to ensure that all the items / products used for delivering services to the Bank including all components are new and are using state of the art technology. Successful bidder shall provide such proof of the new equipment (e.g. Copy of invoice etc.) to the Bank.

16. In case of software supplied with the system (like driver software for devices), Successful Bidder shall ensure that the same is licensed and legally obtained in the name of end customer i.e., Bank with valid documentation made available to the Bank. Note: All service level penalties will be reconciled at the end of every quarter.

### **1.27 Signing of Contract**

The terms and conditions of purchase order and RFP (read with addendums/ Corrigendum/Clarifications) shall constitute a binding contract. The bidder has to accept the PO within 07 days of issuance.

The Pre Contract Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form a part of the Contract Agreement till the conclusion of the contract.

### **1.28 Confidentiality of the Bid Document**

The Bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.

Punjab & Sind Bank



## **CHAPTER 2- SCOPE OF WORK**

### **Summary**

Bank intends to procure STQC certified Biometric L1 Devices for eKYC and Aadhaar Authentication as per latest NPCI/UIDAI specification (latest being version 2.0) for Android based Tablets. The tentative requirement is of **700** STQC certified 'L1' Biometric devices along with Connectors. The actual quantity may vary i.e. increase / decrease to the tune of +/- 25% as per the requirement of the Bank.

Procurement of 'L1' devices along with 3 years RD services is proposed and if UIDAI guidelines for the technical specifications of the hardware (i.e. 'L1' devices) permits AUA/KUA to continue, contract will be extendable for further two years, on Bank's discretion and same terms and conditions, with the successful bidder.

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

Bank, for this purpose, invites proposal from bidders who are interested in participating in this RFP, who fulfill the eligibility criteria

### **Scope of work**

1. The device should be compatible for Aadhaar (UIDAI) Authentication for e-KYC at Braches/Offices for Android based Tablets.
2. The devices should meet STQC/UIDAI specifications of Registered Devices and should have 'Level 1' UIDAI RD Certification from STQC / UIDAI and ability to detect live fingerprints (anti-spoof device) and all other Technical Specifications mentioned in Annexure VII
3. It is the bidder's responsibility to integrate the proposed devices with Bank's applications i.e. e-KYC authentication without any additional cost to the Bank. Bank desires to procure Biometric Finger Print Capture Device across the country, hence Bidder should support seamlessly throughout Bank's Branches / Offices.
4. The devices are required to be in conformity with UIDAI notification No. HQ-13021/1/2021-Auth-I.
5. The devices are required to be in conformity with latest UIDAI notification / Specifications.
6. FIR+FMR RD services must be updated for all the devices. FMR only enabled devices will not be permitted.
7. During the contract period, the vendor is required to upgrade/modify the devices (already supplied / to be supplied) from time to time as and when required by the Bank/NPCI/UIDAI /STQC or any other regulatory authority, without any cost to the Bank

8. Vendor should be capable of providing the Biometric devices along with accessories to make the device operational as per UIDAI specifications and ensure compatibility with the hardware and software being used in any Bank's identified application. Vendor has to do necessary customization and integration with the identified application without any cost to bank during contract period and needs to coordinate with the application vendor(s) for integration.
9. The biometric devices provided as per the specifications should be new. All the devices supplied by the bidder / OEM will be new and original and the bidder / OEM has to provide the Unique device ID / Registration details of the same and the same may be verified by bank.
10. The Biometric Devices (Fingerprint Scanners) are required to be delivered at Zonal Office/BO. The bank will share the final location list along with the quantity which needs to be supplied at each location with the successful bidder(s).
11. The devices and associated software should be supplied with 3 years warranty.
12. Except the Biometric Device driver, there should not be any requirement for loading any software/ license while plugging the Biometric Device.
13. Successful bidder has to complete the PoC (Proof of Concept) of device integration with Bank Application within 2 weeks from the date of acceptance of Purchase Order.
14. Bidder has to coordinate with Bank Team for the successful testing of the devices/ drivers with the application
15. Technical Functionality of the devices to be as per Annexure VII

#### **Note**

1. Bidder should co-ordinate with existing EKYC application vendor for seamless integration of L1 Biometric Devices with applications as per existing solutions in the Bank. Bank will not allow any additional cost of any new application to support the device and the same is required to be included within quoted Devices should also include drivers/packages/setup required to be loaded in Back office and/ or Branches in order to use Biometric Devices. There should not be any application level dependency at the branch apart from biometric device connectivity. It should not clash with the other solutions / devices already installed and used on machines.
2. If the bidder fails to deliver and/or install all the required software's and equipment ordered within the stipulated time schedule or by the date extended by Punjab & Sind Bank, it will be a breach of contracts and Bank reserved right to recall the order/ cancel the contract in all such cases.
3. In the event of Bank agreeing to extend the date of delivery at the request of bidder, it is a condition precedent that the validity of Bank guarantee shall be extended by further period as required by Bank before the expiry of the original bank guarantee.
4. Appropriate insurance shall be provided by the bidder to cover the equipment for the transit period and till acceptance of hardware by the Bank. The copy of the Insurance Policy

should be submitted to the Bank after PDI at the discretion of Bank, there will be an acceptance test conducted by the bidder in presence of Bank officials and/or its nominated consultants after installation of complete equipment.

4. In case of serious discrepancy in hardware/software supplied, Bank may cancel the entire purchase order and return the equipment back to the bidder at bidder's costs and risks
5. bidder should prepare and provide a detailed SOP/ User Manual to the Branches / ZO on the installation and usage procedure.

Punjab & Sind Bank

## **CHAPTER 3 - TERMS AND CONDITONS**

### **3.1 Payment Terms**

Selected Bidder will have to submit the documents at the Bank's office along with request letter for payment. Documents related to each Phase should be submitted for payment in single lot.

Terms of Payment will be as under:

- a) No advance payment will be made.
- b) Payment will be made in Indian Rupees only.
- c) All taxes to be paid will be subject to GST applicability. TDS will be applicable.
- d) If the GST paid by the Bank is not uploaded on tax authority's GST portal within a stipulated period, then the same will be deducted from the subsequent payments to the selected service provider.
- e) The Bank shall make payments to the selected vendor in accordance with the final commercial proposal.
- f) Bills would be payable, on receipt of advice/confirmation for satisfactory delivery/installation/re-installation, live running and service report from the user department/concerned offices where the purchased hardware and software have been delivered and implemented. Also, the Bidder has to submit the certificate of insurance covering all the risks during transit, storage, installation, commissioning, testing and handling including third party liabilities.

### **3.2 Payment of biometric Fingerprint L1 devices**

#### **Payment Schedule**

70 % of the total cost on delivery of HW plus applicable GST. The required documents to be provided along with original invoice:

- a. Original delivery Challans dully stamped and signed by the Bank Official.
- b. Original receipt of Octroi / entry tax etc. wherever applicable.

20 % of Total after three month of successful delivery and satisfactory functioning of hardware and applicable services tax , if any )

Balance amount of 10 % will be released on completion of Warranty period or against additional Bank guarantee with validity of Warranty period plus 3 month in the format as specified.

Payment will be released only after signing of SLA, Integrity Pact and NDA by the selected bidder.

### 3.3 Paying Authority

The payments as per the Payment Schedule covered herein above shall be informed.

### 3.4 Delivery & Installation:

1. The Bidder must deliver the Biometric fingerprint 'L1' devices along with connector to the Zonal Offices / Branch offices as per the requirement of Bank as and when required.
2. The tentative requirement is of 700 STQC certified 'L1' Biometric devices. The actual quantity may vary i.e. increase / decrease to the tune of +/- 25% as per the requirement of the Bank.
3. The successful bidder shall ensure that both hardware and software shall be delivered in the name of Punjab and Sind Bank.
4. The selected bidder shall deliver the above devices as per the delivery schedule at delivery locations provided from the date of acceptance of Purchase Order, failing which the Bank reserves its right to levy liquidated damages.
5. The Bank may be assigning SPOC / Designated personnel for the signoff of the delivered devices at each of the delivery locations. The bidder will be required to collect the sign-off of all the deliverables from the SPOC / Designated personnel. The details of the SPOC / designated personnel will be shared with the successful bidder(s).
6. The bidder and its OEM or the OEM will be responsible for repairs and maintenance / replacement of faulty parts / fingerprint scanners during the entire warranty period without any additional cost to the bank. The bidder has to ensure timely availability of spare parts needed for repairing the supplied goods, which is required for servicing at the identified bank branch locations. The bidder must have a back-to-back arrangement with the OEM for all the repairs, maintenance, service-related issues.
7. During the installation, the successful bidder shall check physical availability of items as per the bill of material. If any of the items are not delivered / not as per the specification / are damaged etc., the successful bidder shall take immediate steps and ensure all the items are delivered so that the installation is not hampered. The Successful bidder shall have to arrange for all testing equipment and tools required for installation, maintenance and migration at no additional cost to the Bank.
8. In case damage of the property owned / leased by the Bank during devices delivery and installation which is attributable to the successful bidder, successful bidder must replace/repair the damaged property at no cost to the bank.
9. Bidder / OEM should ensure to have services across pan India.
10. Conduct 100% Quality inspection and testing and ensure that each and every fingerprint scanner complies to the specifications as given in Technical Specifications of Biometric Devices (Fingerprint Scanners) and ensure that there should not be any physical damage(s) and shall contain all the required accessories before declaring the devices as "Ready for delivery".

11. The successful bidder is required to configure and follow OEM's Best practice and set all system parameters required for device performance.
12. The Bank will give installation sign off only when all the activities related to Registration and functioning as per the scope of work mentioned in the RFP document.

### **3.5 Assignment & Subcontracting**

1. The selected bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under the contract without the prior written consent of the Bank.
2. The selected bidder should not sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority (refer: F/No.6/18/2019-PPD dated 23/07/2020 of Public Procurement Division, Department of Expenditure, Ministry of Finance). Any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.
3. 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.

### **3.6 Insurance**

It is the sole responsibility of the Bidder to obtaining adequate insurance cover for hardware etc.

### **3.7 Delays in the Bidder's Performance**

The bidder must strictly adhere to the implementation schedule, as specified in the purchase contract/purchase order, executed between the Parties for performance of the obligations, arising out of the purchase contract and any delay in completion of the obligations by the Bidder will enable Bank to resort to any or both of the following:

- i. Claiming Liquidated Damages
- ii. Termination of the purchase agreement fully or partly and claim liquidated damages.
- iii. Execution of Bid Declaration Form / Invoking EMD or Performance Bank Guarantee

### 3.8 Liquidated Damages

The Bank will consider the inability of the bidder to deliver or install the equipment within the specified time limit as a breach of contract and would entail the payment of Liquidated Damages on the part of the bidder. The liquidated damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalization, implementation, training, acceptance, warranty, maintenance etc. of the proposed solution/services) by the bidder.

Installation will be treated as incomplete in one / all of the following situations:

- Non-delivery of any component or other services mentioned in the order
- Non-delivery of supporting documentation
- Delivery / availability, but no installation of the components and/or software
- No integration/ Incomplete Integration
- Non-Completion of Transition within suggested timeline
- System operational, but not as per SLA, Timelines and scope of the RFP

Bank may at its option demand and recover from the successful bidder(s) an amount equivalent to 1 (one) percent of the undelivered portion of contract value for every week of delay or part thereof, subject to a maximum of the overall contract value. Once the maximum is reached, the Bank may consider termination of the contract. Similarly for delay in services, Bank may at its option demand and recover from the successful bidder(s) an amount equivalent to 1 (one) percent of the incomplete portion of services for every week of delay or part thereof.

Further, the Bank also reserves the right to cancel the order and execute the Bid Security Declaration /Invoke Performance Guarantees in case of inordinate delays in the delivery/ installation of the equipment. Bank may foreclose the bank guarantee without any notice. In the event of Bank agreeing to extend the date of delivery at the request of successful bidder(s), it is a condition precedent that the validity of Bank guarantee shall be extended by further period as required by Bank before the expiry of the original bank guarantee. Failure to do so will be treated as breach of contract. In such an event Bank, however, reserves its right to foreclose the bank guarantee. For the purpose of this RFP, the total of penalties as per SLA and the Liquidated damages will be subject to a maximum of 10% of the overall contract value. Once the maximum deduction is reached, the Bank may consider termination of the Contract at its discretion.

### 3.9 Order Cancellation

1. The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:
  - i. Delay in delivery of services in the specified period.
  - ii. Serious discrepancies noted in the inspection.
  - iii. Breaches in the terms and conditions of the Order.



2. The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances:
  - i. Non submission of acceptance of order within 7 days of order.
  - ii. Excessive delay in execution of order placed by the Bank.
  - iii. The selected bidder commits a breach of any of the terms and conditions of the bid.
  - iv. The bidder goes in to liquidation voluntarily or otherwise.
  - v. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
  - vi. The progress made by the selected bidder is found to be unsatisfactory.
  - vii. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
  - viii. If found blacklisted by any Govt. Department / PSU / other Banks / CERT-In, during the course of contracted period.
  - ix. Non satisfactory performance of the Project in terms of affecting the Core Systems of the Bank or the Core Business of the Bank and the functioning of the Branches/Offices of the Bank.
3. Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services without assigning any reasons.
4. In case the selected bidder fails to conduct an event as per stipulated schedule, the Bank reserves the right to get it conducted by alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days' prior notice to the bidder.
5. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one-month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.
6. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract.
7. In addition to the cancellation of purchase order, the Bank reserves its right to blacklist the vendor for non- performance and/or invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

### **3.10 Consequences of Termination**

In the event of termination of the Contract due to any cause whatsoever, whether consequent to the stipulated term of the Contract or otherwise], the Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure



an efficient transition and effective business continuity of the Service(s) which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of the Contract.

In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by the Bank, the Bidder herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as The Bank may specify including training, where the successor(s) is a representative/personnel of The Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof. Nothing herein shall restrict the right of The Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to The Bank under law or otherwise. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

### **3.11 Audit by Third Party**

The selected bidder (Service Provider), if required, has to get itself annually audited by internal/external empaneled Auditors appointed by the Bank/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/such auditors in the areas of products (IT hardware/software) and services etc., provided to the Bank and the Service Provider is required to submit such certification by such Auditors to the Bank. The Service Provider and or his/their outsourced agents/subcontractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.

Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

The Service Provider shall, whenever required by the Bank, furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and or any regulatory authority. The Bank reserves the right to call and/or retain for any relevant material information/reports including auditor review reports undertaken by the service provider (e.g., financial, internal control and security reviews) and findings made on Selected Bidder in conjunction with the services provided to the Bank.

## **CHAPTER 4 - LEGAL AND CONTRACTUAL**

### **4.1 Dispute Resolution Mechanism**

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 General Manager, HO Digital Banking Department, 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.

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.

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.

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 laws applicable to this contract shall be the laws in force in New Delhi, India. The contract shall be governed by and interpreted in accordance with Indian law. The award will be recorded in writing, along with the reasons therefor. The arbitration award shall be 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.

The successful bidder(s) shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator, as the case may be, is obtained. The venue of the arbitration shall be in Delhi.

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.

## **4.2 Jurisdiction & Governing Laws**

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

## **4.3 Notices**

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier.

Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

## **4.4 Authorized Signatory**

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

## **4.5 Force Majeure**

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

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics and pandemics
- Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- Terrorist attack, public unrest in work area

Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The Bidder or The Bank shall not be liable for delay in performing his/her obligations resulting from any force Majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions related to indemnity, confidentiality survives termination of the contract.

Any decision regarding the condition/situation falls under the force Majeure or not, will be on the Bank and not on the Bidder.

## **4.6 Confidentiality**

This document contains information confidential and proprietary to the Bank. Additionally, the bidder will be exposed by virtue of the contracted activities to internal business

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

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

The bidder must undertake that they shall hold in trust any Information received by them, under the Contract/Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder also has to agree to restrict access and disclosure of Information to such of their employees, agents, strictly on a “need to know” basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause.

Physical as well as logical security of data to be ensured. This step should include having the employees assigned to Punjab & Sind Banks' work sign a 'Confidentiality Agreement'. The selected vendor(s) undertakes not to keep this data with its company after the end of this agreement. This clause will outlive the agreement date. The Bidder shall sign a Non-disclosure Agreement as per **Annexure-X**.

#### **4.7 Ownership and Retention of Documents**

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

Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by The Bank, the Bidder shall deliver to The Bank all documents provided by or originating from The Bank / Purchaser and all documents produced by or from or for the Bidder in the course of performing the Service(s), unless otherwise directed in writing by The Bank at no additional cost.

The selected Bidder shall not, without the prior written consent of The Bank/ Purchaser, store, copy, distribute or retain any such Documents.

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

#### **4.8 Intellectual Property Rights**

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

#### **4.9 Intellectual Property Indemnity & Indemnity against Misuse of License**

The selected vendor(s) has to undertake to indemnify Punjab & Sind Bank and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any Indian or foreign patent, trademark or copyright, arising out of the performance of this contract.

The selected vendor(s) shall have to undertake to indemnify Punjab & Sind Bank and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement or misuse by vendor(s) of, any license issues arising out of the execution of this contract.

Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as and when requested.

#### **4.10 Legal Compliance**

The successful bidder hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required. If at any time during the term of this agreement, the Bank is informed or information comes to the Bank's attention that the Successful bidder is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority), the Bank shall be entitled to terminate this agreement with immediate effect.

It shall be the sole responsibility of the Vendor(s) to comply with all statutory, regulatory & Law of Land and provisions while delivering the services mentioned in this RFP. If any new guidelines are issued by these organizations, the bidder shall arrange for its compliance/ up gradation / development during the contract period without any cost to Bank.

The Successful bidder shall maintain all proper records, particularly but without limitation accounting records, required by any law, code, practice or corporate policy applicable to it from time to time including records, returns and applicable documents under the Labour Legislation.

The Successful bidder shall ensure payment of minimum wages to persons engaged by it as fixed from time to time under the Minimum Wages Act, 1948. In case the same is not paid, the liability under the act shall solely rest with the successful bidder. Further, bidder to ensure that salary payments to resources deployed for Bank's Project is done through Transfer mode from bidder's Bank a/c directly to credit into their specific salary accounts only. No cash payments are to be done for providing remuneration for services provided to the Bank on behalf of selected bidder.

Service Provider shall procure and maintain all necessary licenses, permissions, approvals from the relevant authorities under the applicable laws especially contract Labour (Abolition) Act, EPF Act and ESI Act, throughout the currency of this Agreement.

Service Provider shall be solely liable & responsible for compliance of all applicable Labour Laws in respect of its employees, agents, representatives and sub-Contractors and in particular Laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the Laws relating to Contract Labour, Minimum Wages, registration of labours, ESIC, PF, workman compensation etc. and the Bank shall have no liability in these regards. Salary of employees of the vendors are being directly credited to the employees' account. Confirmation that Payment of statutory dues like PF, ESIC etc. are being made on time to the employees be submitted along with the monthly bills raised by vendor.

The bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities. Bidder is to compliant to all existing regulatory guidelines of GOI /RBI and also adheres to requirements of the IT Act 2000 (including amendments in IT Act 2008) and Payment and Settlement Systems Act 2007 and amendments thereof. A self-declaration to this effect is to be submitted by the bidder.

The Bank reserves the right to conduct an audit / ongoing audit of the services provided by the bidder. The Bank reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of similar projects.

Compliance in obtaining approvals/permissions/licenses: The Vendor(s) shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc, as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all third party claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Vendor(s).

This indemnification is only a remedy for the Bank. The Vendor(s) is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court and arbitration awarded damages and shall include all direct and indirect consequential and incidental damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.



#### **4.11 Conflict of Interest**

The Bidder shall disclose to the Bank in writing all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

#### **4.12 Inspection of Records**

Subject to receipt of prior written notice, all Vendor(s) records/premises with respect to any matters covered by this Tender shall be made available to the Bank or its designees and regulators including RBI, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the Vendor(s), provided that the auditors would be permitted to submit their findings to the Bank pertaining to the scope of the work, which would be used by the Bank. The cost of the audit will be borne by the Bank.

The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. Such audit shall be conducted within normal working hours of the Vendor(s) and the Bank's auditors shall comply with confidentiality and security requirements as specified by the Vendor(s).

#### **4.13 Publicity**

Any publicity by either party in which the name of the other party is to be used should be done only with the explicit written permission of such party.

The bidder agrees to make no reference to Bank or this procurement or resulting contract in any literature, promotional material, brochures, sales presentation or the like without the express prior written consent of Bank.

#### **4.14 Solicitation Of Employees**

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 one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the 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 (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.



#### 4.15 Limitation of Liability

Vendor(s) aggregate liability under the Contract shall be limited to a maximum of the Contract value. This limit shall not apply to third party claims for IP Infringement indemnity, bodily injury (including Death) and damage to real property and tangible property caused by vendor(s)/s' gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the vendor(s) that gave rise to claim, under this Tender. Vendor(s) shall not be liable for any indirect, consequential, incidental or special damages under the Agreement/ Purchase Order.

#### 4.16 Signing of Pre-Contract Integrity Pact

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/vendor(s) 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 **Appendix-F** on stamp paper.

Signing of IP with Bank would be one of the preliminary qualification for further evaluation. In other words, entering into this pact would be one of the preliminary qualification for this tender and the pact shall be effective from the stage of invitation of bids till the complete execution of the contract. Any vendor(s)/ bidder not signed the document or refusing to sign shall be disqualified in the bidding process.

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

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

#### 4.17 Non-Disclosure Agreement

The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking and have to sign Non-Disclosure Agreement as per **Annexure-X** on stamp paper. No media release, public announcement or any other reference to the RFP or any programme there under shall be made without the written consent from the Bank. Reproduction of this RFP, without the prior written consent of the Bank, by photographic, electronic or other means is strictly prohibited.

**ANNEXURE – I**  
**Tender Covering Letter**  
**(Should be submitted on Company's letter head)**

The Assistant 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: Request for Proposal for Supply, Installation & Maintenance of Biometric Fingerprint Capture Devices at various locations of Bank**

**Ref No.** \_\_\_\_\_ **dated** \_\_\_\_\_

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for Supply, Installation & Maintenance of L1 Biometric Fingerprint Capture Devices at various locations of Bank in the RFP document forming Technical Bid as well as Commercial Bid being parts of the above referred Bid. I am authorized to sign the documents in this regard and the copy of authorization letter/ POA / Board resolution is attached herewith.

We agree to abide by and fulfil all the terms and conditions of the tender and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in tender together with the return acceptance of the contract.

We confirm that we have noted the contents of the GeM bid/RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

Until a formal contract is executed, this tender offer, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us. We understand that The Bank is not bound to accept the lowest or any offer the Bank may receive. We also certify that we have not been blacklisted by any PSU Bank/IBA/RBI at the time of Bid submission and also at the time of bid submission.

All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process. Bank reserves the right to verify /evaluate the claims made by the Bidder independently.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025

Authorized Signatory

Designation

Vendor's name

(Name of Address Authorized Signatory)

Company Name and Seal

**ANNEXURE – II**  
**Bidder's Information**

**(Should be submitted on Company's letter head with company seal and signature of the authorized person)**

**Reg: Re Request for Proposal for Supply, Installation & Maintenance of L1 Biometric Fingerprint Capture Devices at various locations of Bank.**

**Ref: RFP No. \_\_\_\_\_ dated \_\_\_\_\_**

S.No.	Particulars	Details
1.	Name of the Company Address for Correspondence: Registered Office: Corporate Office:	
2.	Constitution (Proprietary/Partnership/Private Ltd./Public Ltd./LLP/Others)	
3.	Registration No. and date of establishment	
4.	Website Address	
5.	Email Address	
6.	Number of Years in the Business	
7.	Detail of Tender Fee and Earnest Money Deposited.	
8.	If any exemption required with respect to EMD or Start-up.	
9.	Income Tax PAN GSTN ID <u>Beneficiary Bank Details</u> Beneficiary Name Beneficiary Account Number Type of Account (OD/OCC etc.) IFSC Name of the Bank and Branch address	       
10.	Complete Production Site Address	
11.	Complete DR Site Address	
12.	Single Point of contact for this RFP Name: Designation: Mobile No.: Landline No.: Email-ID (any changes in the above should be informed in advance to Bank)	
13.	Name of Person Authorized to sign Designation. Mobile No. Email Address	

Wherever applicable submit documentary evidence to facilitate verification.

### ***DECLARATION:***

I/We hereby declare that the terms and conditions of the tender stated herein and as may be modified/mutually agreed upon are acceptable and binding to me/us. We understand and agree and undertake that:-

1. The Bank is not bound to accept the lowest bid or may reject all or any bid at any stage at its sole discretion without assigning any reason therefore.
2. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
3. We have read and understood all the terms and conditions and contents of the RFP and also undertake that our bid conform to all the terms and conditions and do not contain any deviation and misrepresentation. We understand that bank reserve the right to reject our bid on account of any misrepresentation/deviations contained in the bid.
4. Bank may accept or entrust the entire work to one Bidder or divide the work to more than one bidder without assigning any reason or giving any explanation whatsoever and the Bank's decision in this regard shall be final and binding on us.
5. I/ We do not have any conflict of interest as mentioned in the RFP document.
6. I/We submit this application under and in accordance with the terms of the RFP document and agree and undertake to abide by all the terms and conditions of the RFP document.
7. Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
8. The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
9. We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
10. We have quoted for all the services/items mentioned in this RFP in our indicative price Bid.
11. The rate quoted in the indicative price Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
12. We agree to the splitting of order in the proportion as stated in the RFP at the discretion of Bank.
13. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
14. If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
15. We ensured that salary payments to resources deployed for Bank's Project is done through Transfer mode from bidder's Bank a/c directly to credit into their specific salary accounts only. No cash payments are to be done for providing remuneration for services provided to the Bank on behalf of selected bidder.
16. Bidder means the vendor(s) who is decided and declared so after examination of commercial bids.
17. We ensure that the entire data relating to payment systems operated by them will be stored

in a system only in India. This data should include the full end-to-end transaction details / information collected / carried / processed as part of the message / payment instruction.

18. We confirm that Payment of statutory dues like PF, ESIC etc. are being made on time to the employees.

Date:

Place:

Bidder's Authorized Signatory

Designation

Bidder's name

Company Name and Seal

Punjab & Sind Bank

### **ANNEXURE - III**

#### **Bid Security Declaration**

(To be stamped in accordance with stamp act)

**(Should be submitted by eligible MSEs/Startups on Company's letter head with company seal and signature of the authorized person)**

Date: \_\_\_\_\_

To,

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

Dear Sir,

We, the undersigned, declare that:

We, M/s..... (herein referred as bidder) understand that, according to bid clause No. 1.12, bids may be supported with a Bid Security Declaration, bidder render the declaration that:-

Bank may proceed against us for recovery of actual direct losses as per the remedy available under an applicable law (maximum up to ₹98,000.00(INR Ninety Eight Thousand only) and In case of Execution of Bid Security Declaration, we, M/s.....may be suspend for three (3) years from being eligible to submit our bids for any contracts with the Bank if we, M/s..... are in breach of our obligation(s) under the bid conditions, in case we, M/s.....:-

- Fails to honor submitted bid; and/or
- If the bidder withdraws the bid during the period of bid validity (180 days from the date of opening of bid).
- If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- The selected bidder withdraws his tender before furnishing the unconditional and irrevocable Performance Bank Guarantee.
- The bidder violates any of the provisions of the terms and conditions of this tender specification.
- In case of the successful bidder, if the bidder fails:
  - To sign the contract in the form and manner to the satisfaction of Punjab & Sind Bank
  - To furnish Performance Bank Guarantee in the form and manner to the satisfaction of Punjab & Sind Bank either at the time of or before the execution of Agreement.
  - Bank may proceed against the selected bidder in the event of any evasion, avoidance, refusal or delay on the part of bidder to sign and execute the Purchase Order / Service Level Agreements or any other documents, as may be required by the Bank, if the bid is accepted.

We, M/s.....understand that this declaration shall expire if we are not the successful bidder and on receipt of purchaser's notification of the award to another bidder; or forty-five days after the validity of the bid; whichever is later.

**Name of Signatory**

**Designation**

**ANNEXURE –IV**

Ref: RFP No. \_\_\_\_\_ dated \_\_\_\_\_

**EXPERIENCE CERTIFICATE**

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

This is to certify that <company's name> has supplied various types of hardware, software and licenses/subscription as per below:

S. No	Name of Bank	Calendar Year	Type (Hardware/Software/licenses/subscription)	Make and model	Total Quantity of Hardware/licenses delivered	Remarks
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Regards

Name:

Designation:

Bank:

Email ID:

Mobile No:

Telephone No.:

(Seal/ Stamp)

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



## **ANNEXURE - V**

### **Certificate of Local Content**

<Certificate from Bidder and OEM on their Letter Head>

Date:

To,

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

Dear Sir,

**Ref.: RFP No. : \_\_\_\_\_ Dated: \_\_\_\_\_**

1. In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and its amendments, we hereby certify that we M/s \_\_\_\_\_ are local supplier meeting the requirement of minimum local content i.e., \_\_\_\_\_% against Punjab and Sind Bank Tender No..... dated..... We qualify as a \_\_\_\_\_ (Class-I or Class II) local supplier. Details of location at which local value addition will be made as follows: \_\_\_\_\_.
2. We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
3. We have submitted the details indicating total cost value of inputs used, total cost of inputs which are locally sourced and cost of inputs which are imported, directly or indirectly with the commercial proposal.

**Signature of Statutory Auditor/Cost Auditor**

**Place:**

**Registration Number:**

**Seal**

**Counter-signed:**

**[Signature of Authorized Signatory of Bidder]**

**Annexure-VI**  
**Pre-Qualification Criteria**

**Ref: RFP No.** \_\_\_\_\_ **dated** \_\_\_\_\_

We have carefully gone through the contents of the above referred RFP along with replies to pre-bid queries & amendment, if any and furnish the following information relating to Pre-Qualification Criteria.

<b>S.No.</b>	<b>Pre-Qualification Criteria</b>	<b>Documents to be submitted In compliance with Pre- Qualification Criteria</b>	<b>Bidders Response (Y/N)</b>
1	The Bidder should be a partnership firm registered under LLP Act, 2008/Indian Partnership Act, 1932 or Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013 and should have been in operation for last 3 years as on RFP date.	Copy of Certificate of LLP registration. (OR) Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company (OR) Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies.	
2	The bidder has to provide confirmation that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.	Letter of confirmation (self-certified letter signed by authorized official of the bidder)	
3	The bidder should either be Class-I or Class-II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order (English) dated 16/09/2020 or any subsequent guidelines issued by (Govt./Regulatory authority from time to time.	Certificate of local content to be submitted as per Annexure-V.	
4	Bidder should have experience of having supplied & implemented or under-implementation of minimum 70% of this procurement that is 490 STQC certified Biometric Finger Print Capture L1 Devices with RD Services in at least one Scheduled Commercial Bank having minimum 1000 branches. Reference of satisfactory work from the client Banks should be attached format Annexure IV.	Clear documentary proof relating to execution of the order is to be submitted with the RFP. Experience certificate to be Submitted from at least one Bank as per Annexure IV	

5	The bidder or bidder's holding company should have annual turnover of ₹10 Lakhs or above in the last 3 financial years i.e. 2022-23, 2023-24 & 2024-25. The copies of audited Profit & Loss accounts and Balance Sheets with auditor's note to be submitted. This must be the individual company turnover and not of any group of companies.	Bidder has to submit audited Balance Sheet copies for last 3 Years i.e. 2022-23, 2023-24 & 2024-25 or CA Certificate, in case of Provisional balance sheet along with certificate from the Company's Chartered Accountant to this effect with Unique Document Identification Number.	
6	The bidder should have positive Net Worth as on 31/03/2025.		
7	The Bidder should be profitable organization on the basis of profit before tax (PBT) for last 03 (three) financial years.		
8	Bidder should have valid ISO 9001, ISO 27001 Certification, however ISO 20000 is preferable.	Copy of the certificate to be submitted.	
9	Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP and also certify that they have not been disqualified / debarred / terminated on account of poor or unsatisfactory performance and/or blacklisted by any Scheduled Commercial Bank / Public Sector Undertaking / State or Central Government or their Agencies / Departments at any time, during the last 3 years. (Refer GOI Cir. No F.1/20/2018-PPD dated 02.11.2021)	A self-declaration letter by the bidder on the Company's letter head should be submitted to this effect.	
10	The bidder/OEM should not be from a country which shares a land border with India unless the bidder/OEM 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/OEM from a country which shares a 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	A declaration stating "We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent	

	through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. a natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.	authority. We certify that we and our CSP fulfil all the requirements in this regard and are eligible to participate in this RFP" to be submitted in Company's letter head.	
11	The bidder should be an authorized reseller/partner of the Hardware and software/licenses/subscription OEM.	MAF on OEM's letterhead signed by authorized signatory.(As per Annexure IX)	
12	The Bidder/OEM should have existing Support Centres in India and should be able to provide support and maintenance for the hardware. Documentary proof (Office registration details etc.) to be submitted along with the bid.	List of the offices and a self-certification in this regard	

Date

Signature with seal

Name:

Designation :

**Annexure-VII**  
**Technical Specification.**

Ref: RFP No. \_\_\_\_\_ dated \_\_\_\_\_

**1. Technical Specification for Hardware ,Software and licenses/subscription**

Sr. N o.	Specification	Requirement	Bidder's Compliance (Yes/No)	Remarks (if any)
1	Aadhaar registered devices	Level 1 (L1) registered devices		
2	Fingerprint template Compliance for minutiae data	ISO 19794(2)		
3	Fingerprint template Compliance for image resolution	ISO 19794(4)		
4	Scan resolution pixels/ centimeter (ppcm)	197		
5	Scan resolution pixels/inch (ppi)	500 with 5 % margin on lower side		
6	Pixel depth (bits)	8		
7	Dynamic range (gray levels)	256 level		
8	Certification	PIV		
9	Enrolment and Verification (other than just the image of the finger being captured)	Live Scan/ Optical		
10	Impression type	Live-scan plain / Optical Platter		
11	Visual Indicator	Ready to capture /captured		
12	Light source dependability	No,		
13	High Resistance	To shock, abrasion and water Preferred operating temp- 0 to 45 degree centigrade Preferred operating storage 0 to 50 degree centigrade		
14	Algorithm should include	Image Quality Determination and feature generalization		
15	Image acquisition and storage	According to RBI / UIDAI Circular No. K-11020/44/2012- UIDAI(Auth) Government of India guidelines and any subsequent release.		
16	USB connectivity	Yes		
17	Capture mode	Plain live scan capture		

18	Capture mode	Auto capture with built-in quality check( incorporates NIST quality consideration)		
19	Power	Through USB		
20	Software API	Interface API and Data Dictionary to be shared with the bank and documentation, to enable seamless integration with Branch EKYC application or any other system used in AePS /EKYC ecosystem		
21	Sensor Type	Optical		
22	Active sensing area	Minimum 12.8mm(w) x 16.5mm(h)		
23	Ambient Light	Ambient light rejection : no external light source dependability		
24	Latent image	Latent fingerprint rejection		
25	Capture Type	Auto capture		
26	Image capture Speed	Minimum 10 frames/second		
27	Firmware level Encryption/ Onboard template encryption	The device should be capable of encrypting the biometric templates before it leaves the device/ is sent to the network or the application in the client machine for processing ; this is critical to prevent MIM (Man in the middle attack). Encryption should be in accordance with		
28	Template extractor	Minex compliant, STQC certified sensor + extractor		
29	Global Certifications	I. PIV II. CE III. RoHS IV. WHQL certified drivers V. STQC Certification for Aadhaar/ UID authentication		
30	Make and Model of device	STQC Compiled		
31	Supported Operating System	Android		
32	CBM	Sensor should support Liveliness detection and latent detection, should be flexibleand ergonomic. Should be suitable for desktop, laptop and tablet applications		
33	STQC Certification	Valid STQC Final certification as on date of Bid submission		
34	Sensor & extractor	All the parameters of Biometric Devices for Authentication should be as precertification of UIDAI as per latest STQC Scheme for Certification of		

		UIDAI Biometric Devices (Authentication) <a href="http://stqc.gov.in/content/bio-metric-devices-testing-and-certification">http://stqc.gov.in/content/bio-metric-devices-testing-and-certification</a> .		
35	Extractor & Image Template Standard	ISO 19794-2 for fingerprint minutiae template And ISO 19794-4 for Fingerprint Image Template		
36	FRR (False Rejection Ratio)	<2% in Aadhaar Authentication system (at FAR of 0.01%)		
37	Maximum Acquisition time	< 2 Sec		
38	Technical Support Office	India		
39	RD Service	RD Service enable devices compatible with Android Tablets.		
40	NFIQ Quality Software	Inbuilt NFIQ quality software at device level or extractor level		
41	Safety	UL or IEC60950 compliance		
42	EMC Compliance	FCC class A or equivalent		
43	Dual Auth (Use-cases)	Enabled		
44	Connector	To connect this L1 biometric device with Type C pin port of Tablet.		

Date

Signature with seal

Name:

Designation :



## **ANNEXURE-VIII**

### **ACCEPTANCE/ COMPLIANCE CERTIFICATE**

**Ref: RFP No.** \_\_\_\_\_ **dated** \_\_\_\_\_

**All Terms and Conditions including scope of work (except technical specifications)**

We here by undertake and agree to abide by all the terms and conditions/ scope of work stipulated by the Bank in this RFP including all addendum, corrigendum etc. Any deviation may result in disqualification of bids.

Punjab & Sind Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

**Signature:**

**Seal of company**

**Technical Specification**

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

List of deviations

1)

\_\_\_\_\_

2)

\_\_\_\_\_

3)

\_\_\_\_\_

4)

\_\_\_\_\_

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

**Signature:**

**Seal of company**

**ANNEXURE-IX**

**MANUFACTURER'S AUTHORIZATION FORM**

**RFP No:**

(Letter to be submitted by the Manufacturer on firm's letter head –For Both  
Hardware and Software/licenses/subscription)

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

Sub: Request for Proposal for Supply, Installation & Maintenance of Biometric Fingerprint Capture Devices at various locations of Bank RFP No: .....

We \_\_\_\_\_ who are established and reputable  
manufactures of \_\_\_\_\_ having factories at and  
\_\_\_\_\_ do hereby authorize  
M/s \_\_\_\_\_ (Name and address of Bidder) to offer  
their quotation, negotiate and conclude the contract with you against the above  
invitation for Bid offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the Bid and the contract for the equipment and services offered against this invitation for Bid offer by the above firm. We undertake to provide back-to-back support for spare and skill to the bidder for subsequent transmission of the same to the Bank. We also undertake to provide support services during warranty as well as AMC period if the above bidder authorized by us fails to perform in terms of the RFP.

Yours faithfully

Authorized Signatory  
Name:

(Name of manufacturers)

Place:

Date:

Fax:

E-mail:

### **ANNEXURE-X**

(To be submitted on Non-Judicial stamp of ₹500.00 duly stamped and signed by authorised signatory(ies))

### **NON-DISCLOSURE AGREEMENT**

All bidders must sign the Non-Disclosure Agreement (NDA) while submitting the response to the Request for proposal (RFP). Bidders must comply with all clauses mentioned in the NDA. No changes to the NDA are allowed. The NDA must be executed on the bidder's company letterhead. The primary bidder along with all partners who gain access to the Bank's confidential data (as described in the NDA) must sign the NDA. NDA format is provided below.

(To be stamped in accordance with stamp act)

#### **Strictly Private and Confidential**

This Non-Disclosure Agreement made and entered into at..... This .....day.....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 Proposal for Supply, Installation & Maintenance of L1 Biometric Fingerprint Capture Devices at various locations of Bank.
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 panel of three Arbitrator. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator. 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.
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.  
Bank  
(Designation)

For and on behalf of Punjab & Sind  
(Designation)

Witness 1:

Witness 2:



**Annexure-XI**

**Escalation Matrix**

**(Should be submitted by on Company's letter head with company seal and signature of the authorized person)**

Ref: RFP No. \_\_\_\_\_ dated \_\_\_\_\_.

Name of the Company/Firm:

Service Related Issues						
Sl. No.	Name	Designation	Full Office Address	Phone No.	Mobile No.	Email address
a.		First Level Contact				
b.		Second level contact (If response not received in 4 Hours)				
c.		Regional/Zonal Head (If response not recd in 24 Hours)				
d.		Country Head (If response not recd in 48 Hours)				

**Any change in designation, substitution will be informed by us immediately.**

Date

Signature with seal

Name:

Designation :

**ANNEXURE - XII**  
**Format for Indicative Bill of material (BOM)**

**Name of the Bidder:**

S. No	Make & Model and Other costs	Unit Cost With 1st year RD services and 3 Years Warranty (excl. GST)	Qty	Total Cost- ₹ (excl. GST)	RD services Professional charges 2nd year (excl. GST)	RD services Professional charges 3rd year (excl. GST)	Total Cost- ₹ (excl. GST)
		(1)	(2)	(3) = (1) x (2)	(4)	(5)	(6) = (3 + 4 + 5)
1	RD Ready L1 registered devices	Xxxxx	700	xxxxx	xxxxx	xxxxx	xxxxx
2	Any other charges (specify)						
Grand Total (total cost of ownership)			XX	XX	XX	XX	XX

\*Note:-

- Prices shall be expressed in the Indian Rupees only. The bidder must quote price exclusive of all applicable taxes and duties. There should not be any separate incidental/travel/any other hidden charges. The cost will not depend on any variation in dollar exchange rate/change in tax structure during tenure of the project.
- Total Cost of Ownership (TCO) mentioned above shall be considered for arriving at L1 Score only. Quantity stated above is solely for determination of L1 Bidder. The actual purchase quantity may differ from the said figure.
- Bill of material is submitted on the letter head and is signed by an Authorized Signatory with Name and Seal of the Company.
- We confirm that we have gone through RFP clauses, subsequent amendments and replies to pre-bid queries (if any) and abide by the same.
- We have not changed the structure of the format nor added any extra items. We note that any such alternation will lead to rejection of Bid.
- We agree that no counter condition/assumption in response to commercial bid will be accepted by the Bank. Bank has a right to reject such bid.
- We are agreeable to the payment schedule as per "Payment Terms" of the RFP..

**Date:**

**Name of the Bidder**  
**Signature of Authorized Person**

### **ANNEXURE – XIII**

#### **Delivery Location List**

<b>State</b>	<b>City</b>	<b>Zip</b>
PUNJAB	Amritsar	143001
UTTAR PRADESH	Bareilly	243001
PUNJAB	Bathinda	151001
MADHYA PRADESH	Bhopal	462042
CHANDIGARH	CHANDIGARH	160022
TAMIL NADU	Chennai	600002
UTTARAKHAND	Dehradun	248002
PUNJAB	Faridkot	151203
GUJARAT	Gandhi Nagar	382355
UTTAR PRADESH	Gautam Buddha nagar	201307
PUNJAB	Gurdaspur	143521
HARYANA	Gurgaon	122003
PUNJAB	Hoshiarpur	146001
RAJASTHAN	Jaipur	302021
PUNJAB	Jalandhar	144002
ASSAM	Kamrup	781001
WEST BENGAL	Kolkata	700001
UTTAR PRADESH	Lucknow	226001
PUNJAB	Ludhiana	141001
MAHARASHTRA	Mumbai	400001
PUNJAB	Patiala	147001
DELHI	South Delhi	110014
DELHI	South West delhi	110028
HARYANA	Panchkula	134113
ANDHRA PRADESH	Krishna	520010

Note:-Delivery Location/ city can be changed as per the Bank requirement

**Appendix –A**  
**Instructions to be noted while preparing/submitting Part A – Technical cum**  
**Eligibility Proposal**

**All the Annexures should be submitted in Bidder's Letter Head with seal and signature of the authorized signatory.**

- 1) Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD / Exemption Certificate. (Hard copy to be submitted to the Bank).**
- 2) Power of Attorney / Authorization letter signed by the Competent Authority with the seal of the bidder's company / firm in the name of the person signing the bid documents with supporting documents.**
- 3) Tender Covering letter as per Annexure-I.**
- 4) Bidder's Information as per Annexure-II.**
- 5) Bid Security Declaration as per Annexure-III (if eligible).**
- 6) Experience Certificate as per Annexure-IV.**
- 7) Certificate of Local Content as per Annexure-V.**
- 8) Compliance to Pre-Qualification Criteria declaration as per Annexure-VI with documentary proof in support of the Pre-Qualification Criteria.**
- 9) Technical Specification as per Annexure-VII.**
- 10) Acceptance/ Compliance Certificate as per Annexure-VIII.**
- 11) Manufacturer's Authorization form as per Annexure-IX.**
- 12) Non-Disclosure Agreement as per Annexure-X in non-judicial Stamp paper. (Hard copy to be submitted to the Bank).**
- 13) Escalation Matrix as per Annexure-XI.**
- 14) Masked bill of Material as per Annexure-XII.**
- 15) Signed Pre Contract Integrity Pact as per Appendix-F in non-judicial Stamp paper. (Hard copy to be submitted to the Bank).**

**Appendix-B**  
**Instructions to be noted while preparing/submitting Part B - Commercial Proposal**

**All the Annexures should be submitted in Bidder's Letter Head with seal and signature of the authorized signatory.**

1. Bill of Material as per Annexure-XII.

Punjab & Sind Bank

**Appendix-C**  
**Pre-Bid Query Format**

(Bidders should submit the queries in excel format only)

Ref: RFP No. \_\_\_\_\_ dated \_\_\_\_\_.

Sl. No.	Bidder's Name	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query
1						
2						
3						
4						
5						
-						

**Appendix-D**  
**Bank Guarantee Format for Earnest Money Deposit**  
**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" wish to participate in the said bid for selection of Vendor for Supply of STQC Certified Biometric Finger Print Capture L1 Devices with 3 Years RD Services at Bank Branches/Offices. An irrevocable Financial Bank Guarantee (issued by a nationalized /scheduled commercial Bank) against Earnest Money Deposit amounting to ₹. ....) 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 ₹ \_\_\_\_\_ (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 of ₹ \_\_\_\_\_ (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. "Notwithstanding anything contained herein above our liability under this bank guarantee shall not exceed ₹ \_\_\_\_\_ (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 \_\_\_\_\_ before 14.30 hours (Indian Standard Time) or within Bank official working hours 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 \_\_\_\_\_ 2024 at \_\_\_\_\_

**Name of signatory**  
**Bank Common Seal**  
**Designation**

Punjab & Sind Bank

**Appendix-E**  
**Format of Performance Guarantee**

(Issued by any Scheduled Commercial Bank & to be executed on stamp paper of requisite value as per stamp duty payable at place of execution.)

Tender Reference No: \_\_\_\_\_  
\_\_\_\_\_

Date

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

1. WHEREAS pursuant to a Request for Proposal dated..... (hereinafter referred to as RFP, issued by Punjab & Sind Bank, HO Digital Banking Department, B-38/39, Block B, Industrial Area Phase I, Naraina, New Delhi-110028, in response of (Vendor(s) / Service Provider), a Company registered under the Companies Act, 1956 and having its Registered / Corporate Office at .....has awarded the Contract valued Rs.....and appointed.....as Vendor(s) / Service Provider FOR Supply of STQC Certified Biometric Finger Print Capture L1 Devices with 3 Years RD Services at Bank Branches/Offices vide Appointment letter / Purchase Order No.....dated.....on the terms and conditions as set out inter-alia in the said RFP and in the Appointment Letter / Purchase Order.
2. WHEREAS you have in terms of the said Appointment letter / Purchase Order called upon (Vendor(s) / Service Provider to furnish a Performance Guarantee, for Rs.....Rupees only), equivalent to.....of the Contract value, to be issued by a Bank in your favour towards due performance of the Contract in accordance with the specifications, terms and conditions of the said Appointment letter / Purchase Order and an Agreement entered / to be entered into in this behalf.
3. WHEREAS (Vendor(s) / Service Provider) has approached us for issuing in your favour a performance Guarantee for the sum of Rs..... (Rupees.....).

NOW THEREFORE in consideration of you having awarded the Contract to.....inter-alia on the terms & conditions that provides a performance guarantee for due performance of the terms and conditions thereof. We,.....Bank,..... a body corporate constituted under .....having its Head office at.....(give full address) and a branch inter-alia at..... India at the request of.....do hereby expressly, irrevocably and unconditionally undertake to pay merely on demand from you and without any demur without referring to any other source, Rs.....(Rupees.....only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of .....of any of the terms and

conditions of the Contract and in the event of.....committing any default or defaults in carrying out any of the work or discharging any obligation under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto including non-execution of the Agreement as may be claimed by you on account of breach on the part of .....of their obligations or default in terms of the said Appointment letter / Purchase Order.

4. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the .....has committed any such breach / default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish its claim or claims under this Guarantee, but will pay the same forthwith on demand without any protest or demur. Any such demand made by you shall be conclusive as regards the amount due and payable by us to you.

This Guarantee shall be valid up to ..... plus 12 months of the Claim period from the expiry of said guarantee period. Without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

5. You will have the fullest liberty without our consent and without affecting our liabilities under this Guarantee from time to time to vary any of the terms and conditions of the said appointment letter or the Contract to be made pursuant thereto or extend the time of performance of the Contract or to postpone for any time or from time to time any of your rights or powers against the .....and either to enforce or forbear to enforce any of the terms and conditions of the said appointment letter or the Contract and we shall not be released from our liability under Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to or any other forbearance, act or omission on your part or any indulgence by you or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs..... (Rupees.....only) as aforesaid or extend the period of the guarantee beyond .....(date) unless expressly agreed to by us in writing.
6. This Guarantee shall not in any way be affected by you are taking or giving up any securities from .....or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency as the case may be of .....
7. In order to give full effect to the Guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against .....hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this Guarantee will cover all your claim or claims against .....from time to time arising out of or in relation to the said appointment letter / Contract and in respect of which your claim in writing is lodged on us before expiry of Guarantee.
9. Any Notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, e-mail or registered post to our Head Office / Local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
10. This Guarantee shall not be affected by any change in the constitution of \_\_\_\_\_ or nor shall it be affected by any change in your constitution or by any amalgamation or

absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

11. This Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
12. We further agree and undertake to pay you the amount demanded in writing irrespective of any dispute or controversy between you and \_\_\_\_\_ in any suit or proceeding pending before any court, Tribunal or Arbitrator relating thereto, our liability under these presents being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment hereunder and \_\_\_\_\_ shall have no claim against us for making such payment.
13. We have the power to issue this Bank Guarantee in your bank's favour as the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by our Bank.
14. Our authority to issue this guarantee may be verified with our Controlling Office situated at \_\_\_\_\_ (full details of persons to be contacted address and phone Numbers etc).
15. Notwithstanding anything contained herein above;
  - i. Our liability under this Guarantee shall not exceed Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only )
  - ii. This Guarantee shall be valid and remain in force up to \_\_\_\_\_ plus the Claim period of 12(Twelve) months and including the date \_\_\_\_\_ and
  - iii. We are liable to pay the guaranteed amount or any part thereof under this Guarantee only and only if you serves upon us a written claim or demand for payment on or before the expiry of this Guarantee.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 2025

**Signature and Seal of Guarantors  
Bank**

**Vendor(s)'s**

## **Appendix-F**

(To be executed on Non-Judicial stamp paper of ₹500 duly stamped and signed by authorized signatory(ies))

### **PRE-CONTRACT INTEGRITY PACT**

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, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal has appointed 1. Sh. Asha Ram Sihag and 2. Aditya Prakash Mishra 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 / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

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

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

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

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

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

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

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

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

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

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

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

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

### **Section 4 - Compensation for Damages**

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

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

#### **Section 5 - Previous transgression**

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

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

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

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

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

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

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

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

#### **Section 8 - Independent External Monitor**

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the MD & CEO of Punjab & Sind Bank.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the



Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

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

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

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

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

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

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

## **Section 9 - Pact Duration**

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

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

## **Section 10 - Other provisions**

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

---

(For & On behalf of the Principal)  
Bidder / Contractor)  
(Office Seal)  
Seal)

(For & On behalf of  
(Office

Place -----

Date -----

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

## **Appendix-G**

### **COMPLIANCE STATEMENT**

(To be submitted by all the vendors participating in Reverse Auction)

To,  
Punjab & Sind Bank,  
HO Digital Banking Department,  
\_\_\_\_\_

### **DECLARATION**

1. We \_\_\_\_\_ (name of the company) hereby confirm having submitted our bid for participating in Bank's RFP dated \_\_\_\_\_ for procurement of \_\_\_\_\_
2. We also confirm having read the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
3. We hereby undertake and agree to abide by all the terms and conditions stipulated by Punjab & Sind Bank in the RFP document including all annexure and the Business Rules for Reverse Auction.
4. We shall participate in the on-line auction conducted by GEM Portal (Auctioneer Company) and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by the auctioneer company.
5. We, hereby confirm that we will honour 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.
6. We confirm having nominated Mr. \_\_\_\_\_ designated as of our company to participate in the Reverse Auction on behalf of the company. We undertake that the company shall be bound by the bids made by him in Reverse Auction.
7. We undertake to submit the confirmation of last bid price by us 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 with Company Seal

Name:-

Designation within Company/Organization

Company / Organization -

Address of Company /Organization-

Name of Authorized Representative:

Signature of Authorized Representative: Verified above signature

## **Appendix-H**

### **Letter of Authority for participation in Reverse Auction**

Date:

To,  
Punjab & Sind Bank,  
HO Digital Banking Department,  
\_\_\_\_\_

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

Verified above signature

Signature of Verifying Authority: \_\_\_\_\_

Signature with company seal

Name-

Designation within Company / Organization –

Company / Organization -

Address of Company /Organization

### **Appendix-I**

<b>Checklist</b>			
<b>Sl. No.</b>	<b>Particulars</b>	<b>Submitted (Yes/No)</b>	<b>Page No</b>
1	Proof of RFP Cost		
2	Certificate of Incorporation		
3	Proof of EMD		
4	Power of Attorney		
5	Copy of Board Resolution		
6	Audited Balance Sheets & Profit & Loss Statements		
7	Tender Covering letter as per Annexure-I.		
8	Bidder's Information as per Annexure-II.		
9	Bid Security Declaration as per Annexure-III (if eligible).		
10	Experience Certificate as per Annexure-IV.		
11	Certificate of Local Content as per Annexure-V.		
12	Compliance to Pre-Qualification Criteria declaration as per Annexure-VI with documentary proof in support of the Pre-Qualification Criteria.		
13	Technical Specification as per Annexure-VII.		
14	Acceptance/ Compliance Certificate as per Annexure-VIII.		
15	Track Record of Past Operations as per Annexure-IX.		
16	Non-Disclosure Agreement as per Annexure-X.		
17	Escalation Matrix as per Annexure-XI.		
18	Masked bill of Material as per Annexure-XII.		
19	Bank Guarantee Format for Earnest Money Deposit as per Appendix-D		
20	Format of Performance Guarantee as per Appendix-E		
21	Signed Pre Contract Integrity Pact as per Appendix-F in non-judicial Stamp paper. (Hard copy to be submitted to Bank).		
22	Compliance Statement as per Appendix-G		
23	Letter of Authority for participation in Reverse Auction as per Appendix-H		
24	Checklist as per Appendix-I		
25	Signed Copy of RFP		
26	Signed Copy of Corrigendum , if any		

Note:

- All pages of the bid documents must be sealed & signed in full by authorized person.
- All pages of the bid documents should be numbered in serial order i.e. 1, 2, 3....

Bank may ask for any other document on its discretion.

**Signature & Seal of the Bidder**

\*\*\*\*\*End of document\*\*\*\*\*