पंजाब नैशनल बैंक
भरोसे का प्रतीक

# STANDARD TERMS & CONDITIONS FOR E-PROCUREMENT

## TERMS AND CONDITIONS

It is mandatory the bidder to accept the terms and conditions of the tender as specified (if any) before downloading the bidding document (RFP) failing which the e -Procurement system will not allow any bidder to download the bidding document (RFP).

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

## PAYMENT OF TENDER DOCUMENT FEES (RFP MONEY) AND EARNEST MONEY DEPOSIT

The tender document fees (RFP money) and earnest money deposit (EMD) has to be p aid by one of the following options:

- Online – The electronic procurement system permits the bidder to pay the fees online before digitally signing the electronic bid hash through Internet Banking system from a PNB current account in a CBS branch.
- Manually – the payments can be made by means of traditional financial instr uments (as detailed in section - BID EARNEST MONEY. In the case of manual payments the details of the instrument have to be entered in the forms: Document Fee Details and EMD Details. The instrument details entered in the mentioned forms are also factored in while generating and signing the bid hash and therefore are automatically committed. At the time of the Technical Opening, the details committed at the time of Bid Preparation and Hash Su bmission are expected to be factual and therefore match the physical ones submitted manually. In case any the information (i.e., instrument details) committed at the time of Bid Preparation and Hash Submission does not match the bank reserves the right to reject the associated bid summarily.

  The traditional payment instruments are to be deposited physically before end of bid submission date and time.

## BIDDING DOCUMENT

The Bidder is expected to examine all instructions, forms, terms and conditions and techn ical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidders' risk and may result in the rejection of its bid. Bidder should strictly submit the bid as per check list failing which bid will be rejected as **non-responsive**.

## DOWNLOADING THE TENDER DOCUMENT (RFP)

The tender document (RFP) has to be downloaded through the electronic procurem ent system only. Copies procured by any other source will be considered invalid.

Note: after downloading the tender document the bidder is expected to complete the stage. If If the stage is left incomplete the bidder will not be permitted to participate i n the bid preparation and bid submission stages. When a stage is completed the status of the stage is displayed as 'Completed' on the action page. The online activities have to be completed during the validity of the stage. The electronic system will not p ermit any action (to be performed during the stage) after expiry of the stage.

## AMENDMENT OF BIDDING DOCUMENTS

At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a c larification requested by a prospective bidder, modify the Bidding Documents through amendments at the sole discretion of the Bank.

Amendment will be notified on our website to be referred by all prospective bidders, which have downloaded the Bidding doc uments and will be binding on the bidder.

In order to provide prospective Bidders a reasonable time to take the amendments into account in

preparing their bid, the Purchaser may, at its discretion, extend the deadline for submission of bids.

**PERIOD OF VALIDITY**

Bids shall remain valid for a period of 6 month from the date of bid opening prescribed by the Purchaser. A bid valid for shorter period shall be rejected by the purchaser as non -responsive

In exceptional circumstances, the Purchaser may solicit the Biddrs' consent to an extension of the validity period. The request and response thereto shall be made in writitng or fax. The Bidder may refuse the request. A bidder granting the request will not be required nor permitted to modify its bid.

**BID CURRENCY**

The Prices in the bid document shall be expressed in Indian Rupees only.

**BIDDING PROCESS (TWO STAGES)**

Bank may follow a two stage or single stage electronic bidding process depending on the requirements of tender. Normally a two-stage electronic procurement bidding process will be followed. However depending on the requirement of the tender Bank may follow a single stage bidding process. In case of two stage bidding process the response to the tender will be submitted in two parts:
Technical Bid containing the General Terms and Conditions are including Compliance to Technical Specifications and Commercial Bid containing the Commercial Bid.

The electronic procurement system provides the electronic envelopes (that serve as equ ivalents to the physical paper envelopes) for the various bid forms. Hashes have to generated and digitally signed separately using digital certificates that conform to standards prescribed by IT ACT 2000, Government of India.

Note: It is mandatory to possess a valid Digital Certificate in the name of the individual nominated / designated as the signing authority (by the bidder) to initiate and complete the electronic bidding process.

Bidders have to ensure that the digital certificate, being used for encrypting (where applicab le) signing the bids, will remain valid during the course of the electronic tender (i.e., till the completion of the stage – Tender Award). The bank is not responsible for the bidder not being able to submit the committed bid during the tender due to expir y or revocation of the digital certificate (used by the bidder for encrypting and signing the bid during the Bid Hash Submission stage) . In such situations the bid will be considered invalid.

The documents being committed du ring this stage have to maintai ned intact during the course of the tender. The committed documents have to be attached and uploaded to the system during the Re - encryption and Submission stage. If the hash value generated at the time of committing a document does not match the one that i s generated again at the time of upload and submission during the stage Re-encryption and Submission of Bids, this will be indicated by the system. It is suggested that the document be in a read-only formats (viz., PDF, etc) and the file attributes be set to 'Read only' before committing the document. **At the time of bid opening, the hash values are regenerated and compared with the original ones generated at the time of commitment. In case the hashes do not match, the bids will be considered tampered and th e bank reserves the right to disqualify such bids.**

Bidders may generate and preseve Receipts of Payments and Hashes signed and submitte d after completing the stage. After the stage – 'Bid Preparation and Hash Submission' no data in the bid can be modified and therefore will be considered to be the last date of submission of all pratical purposes.

Note: If any bid is reworked after completing the Bid Preparation and Hash Submission stage it stands incomplete unless the stage is completed again. When a stag e is completed the status of the stage is displayed as 'Completed' on the action page. The electronic system will not permit any action (to be performed during the stage) after expiry of the stage.

The bidder will have to submit the Technical Bid and Comm ercial Bid Portion of the Bids separately in

online envelopes.TECHNICAL BID will also contain the Bidders information in the format as given in bid document downloaded from the website.

TECHNICAL BID will NOT contain any pricing or commercial information at all.

In the first stage, only TECHNICAL BID will be opened online and evaluated. The bidder who satisfies the technical requirements as determined by the Bank and unconditionally accepts all the terms and conditions of this document shall be short -listed.

Under the second stage, the COMMERCIAL BID of only those bidders, whose technical bids are responsive, will be opened.

The bid shall be signed by the Bidder or a person duly authorized to bind the bidder to the contract. The authorization shall be indicated by scanned copy of written power of attorney accompanying the Bid.

**The bidder should quote the price for each item required by the purchaser** .

**BID EARNEST MONEY**
Bidders have to submit the Bid Earnest Money [EMD] of **Rs. ……../-** (refundable) either online or in the form of Demand Draft favoring **Punjab National Bank, IT Division** payable at Delhi, which must reach PNB – IT division before technical opening, In case the Demand Draft does not reach PNB – IT division before technical opening, the technical bid of the following supplier will not be opened and will be stand **rejected.** The Bidder can also submit the details of the EMD and RFP money online and later on submit the DD/Payorder. This EMD will be released after award of rate contract.

**REENCRYPTION AND SUBMISSION OF BID DATA**
The bidders have to reencrypt, upload any documents and submit the bid data committed (hashed and signed envelope-wise) during the validity of the stage – Reencryption and Submission of Bids failing which the bid will not be available for opening. Such bids will be considered withdrawn or invalid.

Note: If any bid is reworked after completing the Reencryption and Submission of Bids stage it stands withdrawn unless the stage is completed again. When a stage is completed the status of the stage is displayed as 'Completed' on the action page. The electronic system will not permit any action (to be performed during the stage) after expiry of the stage.

The bidders shall log on www.pnb.org.in for submitting the bids.

**13. DEADLINE FOR SUBMISSION OF BIDS**

Submission of Bid must be completed before the expiry time mentioned in the tender schedule. In event of the specified date for submission of bids being declared a holiday, the schedule will be modified accordingly to next working day.

The purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance to Clause 7, in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter by subject to the deadline as extended.

***LATE BIDS***

Electronic procurement system will not allow any bidder to place their bids after the expiry of schedule. The electronic system will not permit any action (to be performed during the stage) after expiry of the stage.

***MODIFICATION AND/OR WITHDRAWAL OF BIDS***

The bidder can modify their bids only if the bid preparation stage is active.

Electronic procurement system will not allow any bidders to modify their bids after the expiry of schedule.

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

***CONTENTS OF DOCUMENTS TO BE SUBMITTED***

The bidder shall submit the scanned copy of following documents:

***Documents required in Technical Bid (Online)***

1. Check List.
2. Supporting documents in respect of minimum qualification criteria..
3. Bidders Information as per format.
4. Acceptance of the terms and conditions and compliance of technical specifications..
5. Any other document indicating the feature of the product.
6. ISO Certification document, if any.
7. Last three years audited balanced sheet and profit and loss account statement.
8. Bid Earnest Money online or in the form of Demand Draft.
9. Service Support details.
10. Performance Statement..
11. Technical Offer indicating compliance to the Banks requirement as per technical specification.

***Document required in Commercial Bid (Online)***

1. Commercial offer as per Commercial Format.

***BID OPENING AND EVALUATION***

The purchaser will open the bids online; bidders may view the details in their login

In the event of the specified date of bid opening being declared a holiday for purchaser, the bids shall be opened at the appointed date and time and would be modified accordingly in the schedule.

The commercial bid shall be opened online, whose bids are considered as responsive as per the technical and other qualification criteria as underlined in the bid document.

***18. CLARIFICATION OF BIDS***

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the bidder for clarification and response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

***19. PRELIMINARY EXAMINATION***

The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information have been provided mentioned in the bid document. Bids from agents without proper authorization from the manufacturer as per authorization form shall be treated as non-responsive.

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If the supplier does not accept the correction of the errors, its bid will be rejected. If there is discrepancy between words and figures, the amount in the words will prevail.

The bid determined as not substantially responsive will be rejected by the purchaser and may not be made responsive by the bidder by correction of the non-conformity.

The purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any bidder.

***20. EVALUATION CRITERIA***

The Lowest eligible bidder (L-1) will be decided as given in the respective tender document.

***21. CONTACTING THE PURCHASER***

Any effort by a bidder to influence the Purchaser in evaluation of the purchaser's bid, bid comparison or contract award decision may result in the rejection of the Bidders' bid. Purchaser's decision will be final and without prejudice and will be binding on all parties.

***22. PURCHASERS RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS***

The Purchaser reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for the purchaser's action. The Purchaser reserves the right to accept or reject any technology proposed by the vendor The Purchaser reserves t he right to select more than one vendor keeping in view its large requirements.

***23. SIGNING OF CONTRACT***

If PNB decides, then the successful bidder(s) shall be required to enter into a contract with PNB, within 7 days of the award of the tender or within such extended period as may be specified by Asstt. General Manager, Information Technology Division, Punjab National Bank, HO: 5, Sansad Marg, New Delhi, on the basis of the Tender Document, the Tender of the successful bidder, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions shall be contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract. The rate contract will be valid for ONE YEAR, unless terminated by the bank before that date.

***24. GOVERNING LAW AND DISPUTES (APPLICABLE IN CASE OF SUCCESSFUL VENDOR)***

All disputes or differences wh atsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same sh all be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisd iction of courts at Delhi.

The vendor 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 or the umpire, as the case may be, is obtained.

The venue of the arbitration shall be Delhi.

***25. USE OF CONTRACT DOCUMENTS AND INFORMATION***

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

**26. PATENTS RIGHTS**

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

- **The supplier shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark,**

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

- **The supplier shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible for, including all expenses and court and legal fees.**
- **The Bank will give notice to the Supplier of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.**
- **The Supplier shall grant to the bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use software (and other software items) provided by the supplier, including-all inventions, designs and marks embodied therein in perpetuity.**

**27. ASSIGNMENT**

The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser's prior written consent.

**28. DELAYS IN THE SUPPLIER'S PERFORMANCE**

Delivery of the goods and performance of the Services shall be made by the supplier in accordance with the time schedule specified by purchaser. Any delay in performing the obligation by the supplier will result in imposition of liquidated damages and/or termination of rate contract for default.

**29. LIQUIDATED DAMAGES**

If supplier fails to deliver any or all goods or perform services within stipulated time schedule, the purchaser shall, without prejudice to its other remedies under the rate contract, deduct from the ordered price, as liquidated damages, a sum equivalent to 1% of the order value for each week of delay until actual delivery of the goods or until the cancellation of order, maximum penalty amount would be order amount. The purchaser has right to cancel the order in case delivery/services not affected within stipulated time schedule.

The purchaser is entitled to withhold (deduct) from the purchase price or any other amount which is due to supplier from this contract or any other contract.

**RESOLUTION AND DISPUTES**

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If however the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of the courts at Delhi. During the arbitration proceedings the Vendor shall continue to work under the Contract unless otherwise directed in writing by the bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained. The venue of the arbitration shall be Delhi.