

PUNJAB & SIND BANK



REQUEST FOR PROPOSAL

FOR

**End-to-End Supply, Installation, Commissioning and Maintenance of 400 +/- 50
Automated Teller Machines (ATMs) (Including UPS & Chemical Earthing)
Under Rate Contract for Three Years.**

Tender No: PSB/HOIT/RFP/171/ 2022-23 Dated 05.05.2022

**Head office HO ATM Cell
Information Technology Department
2nd Floor, Plot No. 151, Sector 44, Institutional Area,
Gurugram -122003 e-mail: atmcell@psb.co.in Phone: 0124-
2544106-107**

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INTRODUCTION

Punjab & Sind Bank, one of the leading Nationalized Banks of the country, has a National presence through a widespread network of 1500 plus branches all networked under Centralized Banking Solution. It also has a network of more than 676 ATM(s) & 9 BNAs spread across the country all under Capex model. With more than 112 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 outsourced its ATM Switching services.

Punjab & Sind Bank, hereinafter referred to as the **Purchaser**, is in the process of selection of vendor(s) under Rate Contract for 3 Years for Supply, Installation, Commissioning and Maintenance of Front Loading ATM(Automated Teller Machine) (Including online UPS with Chemical Earthing at site) with option of buyback of existing old ATMs. For this purpose Bank invites Technical and Commercial bids from the service providers/vendors who fulfill the Eligibility Criteria and who can perform the above activities as per bank's requirement on outright purchase basis over the next three years (Extendable by further one year on the same terms and conditions). The approximate requirement of front loading ATMs is 400 +/- 50 (Including UPS and Chemical Earthing) during the 3 years period of rate contract. The above quantity is an indicative number which Bank is expected to install over the next three years in the Bank. However, it may be noted that the requirement given in this tender is indicative only and the actual quantity that will be procured is depending on the Bank's requirement. Bank may place orders for 50 lesser or more number of machines depending upon its requirement.

Bidder should offer a Model as per the Technical Specifications provided in the RFP document which will be supported for a period of at least 7 years after installation. Bank may seek for a POC of complete functionality of machine before placement of order b

DISCLAIMER

- The information contained in this Request for Proposal Document (RFP Document) or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of the Punjab & Sind Bank or any of their representatives, employees or advisors (collectively referred to as — Bank Representatives), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any 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 the Bank Representatives to any party other than the entities who are qualified to submit their Proposal (Bids). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. 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. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. Failure to furnish all information required by the bidding document or to submit a Bid not substantially responsive to the bidding document in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- The Bank Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

Terms used in the RFP Document

ATM	Same as Automated Teller Machine
BANK	Punjab & Sind Bank
PURCHASER	Punjab & Sind Bank
BIDDER, VENDOR	Supplier - Prospective Bidder
ATM	Cash Dispenser (Front Loading) as per specification given in Annexure 12
CBS	Core Banking Solution referring to Finacle System (Infosys)
MACHINE(S)	Refer to ATM /ATM
TDES	Triple Data Encryption Standard
PCI	Payment Card Industry
PA DSS	Payment Application Data Security Standard
ISO	International Organization for Standardizations
EPP	Encrypted Pin Pad
AES	Advanced Encryption Standards
FHDE	Full Hard Disk Encryption

KEY INFORMATION

Particulars	Details
Tender Number	PSB/HOIT/RFP/171/2022-23
Tender Title	Request for proposal for selection of Vendor(s) for End-to-End Supply, Installation, Commissioning and Maintenance of 400 +/- 50 Automated Teller Machines (ATMs) (Including UPS & Chemical Earthing) under Rate Contract for Three Years.
Tender document / Participation Fee(Non-Refundable)	Rs. 25,000 + 18 % GST (Non-refundable) should be submitted online only in favour of Punjab & Sind Bank before last date of bid submission in the following account: IFSC Code: PSIB0000606 Bank & Branch: Punjab & Sind Bank, Rajendra Place, New Delhi -110 008 Account No. 06061100068431 (14 digits) Punjab and Sind Bank IT (GST No. 07AAACP1206G3ZX)
Bid Security (EMD)	*Rs.22,00,000/- (Rs. Twenty Two Lakh only) In the shape of Irrevocable Bank Guarantee for minimum 225 days from any Scheduled Commercial Bank except Cooperative Bank and RRB as per format – Annexure 9 IFSC Code: PSIB0000606 Bank & Branch: Punjab & Sind Bank IT, Rajendra Place, New Delhi .
Bid Validity	180 days
Date of Publishing the tender on Bank's Website	Date: 05.05.2022 Time:11:00 hrs
Last Date for submission of Pre-Bid Query	Date: 12.05.2022 Time: 18:00 hrs (Queries must be mailed to atmcell@psb.co.in and atm.infra@psb.co.in only as per Annexure 24 in MS-excel format quoting tender reference number in the subject)
Date and Time for Pre Bid Meeting	Date: 18.05.2022 Time:15:00 hrs
Last Date and time for submission of Bids	Date: 30.05.2022 Time:12:00 hrs
Date and Time of Opening of Technical Bids	Date: 30.05.2022 Time:12:30 hrs
Date and Time of opening of Indicative Commercial Bids	To be notified later to the qualifying bidders only.
Date and Time of online Commercial Bids (through Reverse Auction)	To be notified later to the qualifying bidders only.
Place of submission and opening of Bids	Punjab & Sind Bank Head Office ATM Cell, HO IT Department, 2nd Floor, Plot No. 151, Sector 44, Institutional Area, Gurugram -122003
Contact Persons for any clarifications/ Submission of Bids	Mr. Prashant Mithaulia - AGM (IT) Mr. Ram Das Mahant - Senior Manager(IT)
Contact Numbers / email	0124-2544106-107 / atmcell@psb.co.in / atm.infra@psb.co.in Mr. Prashant Mithaulia - 9988893352 Mr. Ram Das Mahant - 8872688200

*All MSEs(Micro & Small Enterprises) 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 Participation Fee and EMD only. 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 Haryana, the related activity shall be undertaken on the next working day at the same time.
2. All Claims made by the Bidder will have to be backed by documentary evidence.
3. Bidders to ensure to get themselves registered timely on E-procurement site managed by Bank's service provider M/s C1 India Pvt. Ltd. as detailed in the RFP, at least two working days before the bid submission date, to avoid last moment issues.
4. Bidders are required to strictly submit their bids in personal and in electronic form too using the e-procurement system at <https://psb.eproc.in> by using their digital certificates of class III and above (both encryption and signing). Bidders are advised to keep digital certificates (or tokens) ready at time of submission of bid. Use of Digital Certificate is mandatory for participation in e-tendering process. Bidders should ensure that Digital token has not expired or corrupted at the time of e-tendering process. In case of any clarification/ queries regarding online registration/ participation, Bidders may reach out to: Email: psbsupport@c1india.com Ph: 0124-4302033/36/37
5. Bidders should submit bids well before time rather than waiting for last moment to avoid any technical glitches or networking issues etc. at their end.
6. 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).
7. Bidders are requested to use a reliable internet connection (data cable / broad band) to safeguard themselves. Bank is not responsible for telephone line glitch, internet response issues, hardware hangs etc., at bidder's end.
8. No Claim of any bidder shall be entertained, whatsoever for delayed submission of their bid at any stage because of any reason. Therefore, bidders are advised to submit their bids well before the scheduled time.

Information for Online Participating

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

Following activities will be conducted online through the above website:

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

Instructions:

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

Email: psbsupport@c1india.com

Ph: 0124-4302033/36/37

CHAPTER 1 - INSTRUCTIONS TO BIDDERS

1.1 Minimum Eligibility Criteria for the Bidders:

The Minimum Eligibility Criteria for the bidder shall be as under:-

S No.	Eligibility Criteria	Documents Required
EC-1	The bidder should be a registered corporate in India registered under the Companies Act, 1956/2013 or Government Organization/Public Sector Undertaking/Private Sector Enterprise or a limited Company under Indian Laws or /and an autonomous Institution approved by Govt. of India/Reserve Bank of India.	Copies of the Certificate of Incorporation. Name of the Company: Date of Registration: CIN No: GST Registration No
EC-2	The bidder should be the Original Equipment Manufacturer (OEM) of ATM / ATM or their Authorized representative in India. OEM can quote through a single channel partner/ system integrator/ franchisee. OEM or their channel partner/ system integrator/ franchisee can only participate, if the above mentioned criteria is met. But both should not participate otherwise both will be disqualified and their offers will be rejected. In case any of the bidder/ OEM are in the process of merger/ takeover/ amalgamation in India during the tendering process which have a conflict of interest, only one bid shall be submitted.	Undertaking that bidder is an OEM to be submitted. If the bidder is an Authorized representative of the OEM. An authorization letter from manufacturer to this effect should be furnished. This letter should specify that in case authorized representative is not able to perform obligations as per contract during contract period, the Original Equipment Manufacturer should provide the same. An authorization letter from the OEM to this effect should be furnished as per Annexure-20 .
EC-3	The bidder should have national presence and should be engaged in the Supply, Installation, Commissioning and Maintenance of ATM in India during at least last three financial years.	Bidder must submit declaration for the same with appropriate document to establish the claim to the satisfaction of the Bank. Certificates / Copies of Purchase Orders / letters as per Annexure-21 .
EC-4	The bidder should have a Minimum Annual Turnover of Rs.25 Crores from ATM supply & maintenance business from Indian operations during the last three (3) Financial Years as per the Audited Financial Statements years (i.e., 2018-19, 2019-20, 2020-21) as on date of bid submission. This must be individual Company Turnover and not of any Group of Companies.	Copies of Audited Balance Sheet and Profit & Loss account for the FY 2018-19, 2019-20, 2020-21 and Certificate from Company's Chartered Accountant / Statutory Auditor on Annexure -5 .
EC-5	The bidder should have Positive Net-worth in last three Financial Years (i.e., 2018-19, 2019-20 and 2020-21) <u>This must be the individual Company's Network and not that of any Group of Companies.</u>	Copies of Audited Balance sheet and Profit and Loss A/c along-with a calculation sheet of Net-worth of the Company evidencing Positive Net-worth, duly signed and stamped by CA on Annexure -5 .
EC-6	The bidder should have supplied and installed a minimum of 500 ATM/ ATM in India to at least two Public Sector Banks / Private Sector Banks/ Financial Institutions / Government Organizations during last two financial years (i.e. 2019-20 and 2020-21)	Necessary supporting credentials from Banks / FIs other than Punjab & Sind Bank, duly verified, to the satisfaction of Bank.

EC-7	The bidder should have network of service centers PAN India (Metro, Urban and Semi Urban) including Centers where Bank's Zonal Offices situated as per *Annexure-18.	List of support offices/franchise or an undertaking to this effect on Annexure-22 .
EC-8	The offered Make & Model of ATM/ ATM should have been successfully installed and commissioned with complete functionalities under Base 24 EPS ATM Switch.	A Certificate from Base 24 EPS ATM Switch Service provider in India.
EC-9	Bidder should have Complaint Monitoring System (PORTAL) in place with Toll Free number(s) and e-Mail system for call logging.	Bidder to provide the details of Toll-Free Number(s) and email address.
EC-10	Vendor to submit ISO Certificate for manufacturing process for the production unit/facility of the ATM / ATM being offered in the bid. If the production unit is outside of India, it should meet equivalent International Standards.	<u>ISO 9001:2015 and ISO 14001:2004 / ISO 14001:2008 Certified or higher.</u>
EC-11	The Vendor must give an undertaking that their ATM/ ATM Disposal Method complies with E-Waste Management & Handling Rules issued by Ministry of Environment and Forest and Other Govt. Agencies.	Self-Declaration on Company's letter head duly signed by authorized signatory of the Company.
EC-12	Proposed ATM Application should be PCI PA-DSS and EMV compliant.	Latest PCI PA-DSS & EMV certificates/approvals to be submitted with validity for entire contract/AMC period. ATM deployed shall comply with RBI, IBA, EMV, NPCI/NFS guidelines as on the Effective date of the agreement. If any new guidelines are issued by these organizations, the vendor shall arrange for its compliance/ up gradation without any extra cost to the Bank during the contract/AMC period.
EC-13	UPS to be supplied should be BIS & ISO Certified and bidder/OEM should have supplied at least 250 UPS during last three years (i.e. 2018-19, 2019-20 and 2020-21). The offered Make & Model of UPS should have been successfully supplied to at least two (2) Public/private Sector Banks of India. In case of OEM also, supportive credentials-Purchase order / Certificates from public / private Sector Banks of India be submitted	Necessary supporting credentials – Purchase Orders / Certificate from clients other than Punjab & Sind Bank, duly verified, to the satisfaction of Bank.
EC-14	The bidder should be Authorized representative for UPS original manufacturer (OEM) in India.	If the bidder is an Authorized representative for UPS, an authorization letter from the OEM to this effect should be furnished on Annexure-20 .
EC-15	Fully EMV compliant Hardware and Software supplied by the bidder should conform to and support all NPCI, RBI, IBA, Card Associations requirements for EMV Chip and PIN processing and associated security guidelines.	(i) An undertaking duly stamped and signed by authorized person of the bidder. (ii) Certificate for EMV compliant of ATM should be provided with L1 and L2 approval valid for 7 years. ATM deployed shall comply with RBI, IBA, EMV, NPCI/NFS guidelines as on the Effective date of the agreement. If any new guidelines are issued by these organizations, the vendor shall arrange for its compliance/ up gradation without any extra

		cost to the Bank during the contract period.
EC-16	<p>The bidder should have digital certificate or agree to have the same for participation in Online Reverse Auction.</p> <p>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.</p>	<p>An undertaking / self declaration on bidder's company letter head duly signed by Authorized person.</p> <p>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.</p>
EC-17	<p>Micro, Small & Medium Enterprises (MSME): Procurement of Services through MSMEs will be done as per the policy guidelines issued by Ministry of Micro, Small and Medium Enterprises (MSME), GOI from time to time. MSMEs registered under the SPRS (Single Point Registration Scheme) of NSIC and complying with all the guidelines thereunder as well as those issued by GOI from time to time shall be eligible. MSMEs meeting all the eligibility criteria laid down in this RFP will be eligible to bid for this RFP.</p>	<p>Copy of valid MSME/NSIC registration Certificate bearing registration no. to be submitted.</p>
EC-18	<p>The bidder should not be from a country which shares a land border with India unless the bidder is registered with the Competent Authority (as detailed in Office memorandum- F.No.6/18/2019-PPD of Dept. of Expenditure, Ministry of Finance). Bidder from a country which shares land border with India means:</p> <ol style="list-style-type: none"> An entity incorporated, established or registered in such a country; or A subsidiary of an entity incorporated, established or registered in such a country; or An entity substantially controlled through entities incorporated, established or registered in such a country; or An entity whose beneficial owner is situated in such a country; or An Indian (or other) agent of such an entity; or A natural person who is a citizen of such a country; or A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. 	<p>Documents to be submitted:</p> <p>A declaration on letter head of bidder / OEM duly signed by Authorised Signatory must be submitted stating:</p> <p>"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we are not from such a country or; if from such a country, have been registered with the Competent Authority (Copy attached). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered".</p>
EC-19	<p>The bidder should not be involved in any legal case that may affect the solvency / existence of firm or in any other way affect the bidder's capability to provide / continue the services to Bank.(If found incorrect, Bank may blacklist the bidder/invoke the EMD).</p>	<p>A self-declaration on bidder's company letter head duly signed by Authorized person for this RFP.</p>

EC-20	All bidders must sign the Non-Disclosure Agreement (NDA) and Integrity Pact while submitting the response to the Request for proposal (RFP). Bidders must comply with all clauses mentioned in the NDA and Integrity Pact. No changes to the NDA and Integrity Pact are allowed. The NDA and Integrity Pact 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 & Integrity Pact) must sign both these documents.	Duly signed Non-Disclosure Agreement and Integrity Pact to be provided as per Annexure – 17 and Annexure – 16 respectively.
C-21	<p>The bidder should not have been blacklisted or put in the negative list by any Government Department / PSU/ Banks / RBI /Indian Banks Association (IBA) during the last three years and the said disability should not be in force as on date of this tender.</p> <p>Also, the bidder shall not be under a Declaration of Ineligibility for Corrupt or Fraudulent Practices with any of the Government or Public Sector Units.</p> <p>If a bidder chooses not to disclose any such issue and the same comes to Bank's notice at a later date, the Bank will be free to revoke any contract entered with the bidder and invoke Bank Guarantee at its discretion.</p>	A self declaration on bidder's company letter head duly signed by Authorized person (Annxure-23).
EC-22	The bidder should not have filed for Bankruptcy in India at the time of bid submission.	A self-declaration on bidder's company letter head duly signed by Authorized person

* Major Centers includes all cities where Bank's Zonal offices are located (list attached – Annexure -18) and all Metro and Capital cities.

NOTE: Bidder must comply with all the criteria mentioned above. Photocopies of relevant documents / certificates, wherever applicable, should be submitted as evidence in support of compliance. Non-compliance of any of the criteria will entail rejection of the bid summarily. The Bank reserves the right to verify / evaluate the documents / certificates submitted as evidence by the bidder.

Photocopies of relevant Documents / Certificates, duly stamped and signed, must be submitted as proof in support of the claims made. The Bank reserves the right to verify /evaluate the claims made by the Bidder independently. The decision of the Bank in this regard shall be final, conclusive and binding upon the Bidder.

Bidder should also provide following certificates:

1. UL (Underwriter Laboratory Inc. USA) 291 Level 1 Certification for ATM Currency Chest
2. EMV (Europay, MasterCard and Visa) Certificate for Card Reader – L1 & L2 approvals for 7 years validity with latest kernel and upgrades.
3. ISO Certificate for Manufacturing Process
4. Certificate of having successfully installed and commissioned ATMs/ATMs and with complete functionality under Base24 / similar compatible ATM Switch.
5. EPP – PCI PA DSS Certificate

1.2 Cost of Tender

The tender document may also be downloaded from the Bank's official website www.punjabandsindbank.co.in The bidder downloading the tender document from the website is required to submit a non-refundable fee as mentioned in **Key-Information by online** in favour 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 Bank's authorized e-tendering website <https://psb.eproc.in>.

1.3 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.

1.4 Bid Currency & Price Structure

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

1.5 Two Bid System

- 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 separately in two parts – “**The Technical Bid**” and “**The Indicative (Estimated) Price**”. Technical Bid will contain Product & Services specifications whereas the Indicative (Estimated) price will contain the estimated pricing information. In the first stage, only the Technical Bids shall be opened and evaluated as per the criterion determined by the Bank. Those bidders satisfying the technical requirements as determined by the Bank in its absolute discretion shall be short-listed for opening their Indicative (Estimated) Price. 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.
In order to participate in online reverse auction, bidders should have Digital Signature. M/s C1 India Pvt. Ltd has been engaged for providing e- tendering services for Punjab & Sind Bank. M/s C1 India Pvt. Ltd will train the bidders for this purpose and they will have to abide by the E-Business Rules framed by the service provider and duly approved by the Bank. The E-business Rules shall be shared with Shortlisted bidder before Reverse Auction.
- c. 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.
- d. The Indicative (Estimated) Price of only technically qualified & short-listed Service Providers 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.
- e. Bid documents shall be submitted in a single sealed envelope, proof of online payment towards document cost of RFP, Bid Security (EMD) 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 of the submitted Bid Documents should be serially 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.
- f. The Bids containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the Bids. Technical details must be completely filled in. Correct technical information of the product and services being offered must be filled in.

1.6 Formation of Technical Bid

The Technical offer / Technical bid must be made in an organized and structured manner. The technical bid should be submitted in a single hardbound file. No loose page should be submitted. The Technical Bid shall contain the following documents and should be properly sealed and marked as **“Bid for Supply, Installation, Commissioning and Maintenance of ATMs (Including UPS and Chemical Earthing) under Rate Contract for Three years”**, Tender Reference Number, Bidder's name and address in the following forms:-
The Technical Bid shall contain the following documents:-

S. No.	Documents
1	Index of contents
2	Authorization letter / Power of Attorney authorizing the Signatory of the bid to sign the bid, interact with the Bank for all sorts of communication as well as appearing in for any subsequent meetings, sign Agreement/Contract with the Bank on behalf of the Company.
3	Copy of Certificate of Incorporation / Certificate of Commencement of Business issued by the Registrar of Companies.
4	Details of Participation Fee paid online be submitted viz., UTR No., Date and Amount etc.
5	Undertaking from Company Secretary certifying that all the components, parts, assembly etc. used inside the Company products / hardware are new and original.
6	ISO Certification document.
7	Undertaking that vendor will pass on price benefit voluntarily to the Bank, in case vendor supplies the same items at a lower rate to any other organization during the validity period of the rate contract with the Bank.
8	Tender Covering Letter as per Annexure –1
9	Compliance to Minimum Eligibility Criteria as per Annexure-2 (please ensure that all related supporting documents to Minimum Eligibility Criteria are attached)
10	Bidder's Information as per Annexure - 3
11	Acceptance of the terms and conditions of RFP and Technical Specifications (Compliance Certificate as per Annexure - 4)
12	Copies of Audited Balance Sheet and Profit & Loss account for the FY 2018-19, 2019-20 & 2020-21 and Certificate from Company's Chartered Accountant / Statutory Auditor on Annexure -5 .
13	Details of Performance during last three years as per Annexure - 6
14	Check list for Technical and Commercial Bid as per Annexure - 7
15	Check list for Technical and Commercial bid submission Annexure - 8
16	Bid Earnest Money in the form of Bank Guarantee as per Annexure - 9
17	Bid submission forwarding letter as per Annexure - 10
18	Factor for calculation of Uptime for ATM as per Annexure - 11
19	Technical Offer indicating compliance to the Bank's requirement as per Technical Specification. Technical Specification for ATMss as per Annexure -12
20	Solution for Visually Impaired Persons as per Annexure-13
21	Minimum specification required for Maintenance free Chemical Earthing with 7 year maintenance as per Annexure – 14
22	Technical Specification for UPS for 2 KVA with 4 Hours back up – Annexure – 15
23	Pre Contract Integrity Pact as per Annexure – 16
24	Non-Disclosure Agreement as per Annexure – 17
25	List of Zonal Offices of PSB Annexure - 18
26	Format of Performance Bank Guarantee Annexure - 19
27	Authorization letter from OEM – Annexure – 20
28	Experience / Performance Certificate Annexure – 21
29	Service Support Centers Details as per Annexure – 22
30	Undertaking for Non-black listed on Annexure -23
31	Pre-bid queries format on Annexure-24

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.

1.7 Submission of bids

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 the Bid.

ONLINE BID SUBMISSION

Bids are to be submitted online on or before the bid submission date.

Hard copies of Bids duly sealed should be submitted, in person, on or before the last Date and Time for bid submission at the address mentioned below. Any other mode of submission, e.g. by courier, fax, e-mail etc. will not be accepted.

**Head office ATM Cell,
Information Technology Department,
2nd Floor, Plot No. 151,
Sector 44, Institutional Area,
Gurugram -122003.
e-mail: atmcell@psb.co.in
Phone: 0124-2544106-107**

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. All bidders are advised to be present at the time of bid opening. No separate intimation will be given in this regard.

1.8 Cost of Preparation and Submission of Bid

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.

- If any information / data / particulars are found to be incorrect, bank will have the right to disqualify / blacklist the company and invoke the Bank Guarantee/ forfeit the EMD.
- 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.
- 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

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.

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. No bidder shall be allowed to withdraw the bid after the deadline for submission of bids.
3. 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)

Non-submission of Earnest Money Deposit as mentioned in Key-Information will lead to outright rejection of the Offer / Bid. The EMD is to be submitted in the shape of irrevocable Financial Bank Guarantee only from any Scheduled Commercial Bank except Cooperative Bank and RRB valid for minimum 225 Days from the last date of Bid Submission as per **Annexure- 9**. EMD will not be accepted in any other form & Bid will be rejected.

EMD of unsuccessful Bidders will be returned to them on completion of the procurement process. The EMD of successful Bidder(s) will be returned within 30 days on submission of Performance Bank Guarantee.

The Earnest Money Deposit may be forfeited under the following circumstances:

- 1.11.1 If the Bidder withdraws its bid during the period of bid validity (180 days from the date of opening of the technical bid).
- 1.11.2 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
- 1.11.3 In case of Technically qualified bidder, if the bidders fails:
 - 1.11.3.1 To participate in Reverse Auction
 - 1.11.3.2 To accept bid after submitting the bid in online reverse auction
- 1.11.4 In case of the successful Bidder, if the Bidder fails:
 - 1.11.4.1 To Accept the bid submitted during Reverse Auction
 - 1.11.4.2 To sign the contract in the form and manner to the satisfaction of the Bank.
 - 1.11.4.3 To furnish performance Bank Guarantee in the form and manner to the satisfaction of the Bank.

1.12 Performance Bank Guarantee

The successful bidder shall have to submit Performance Bank Guarantee equivalent to **3 % of Contract Value** (Total Cost of Table-1 of **Annexure-7**) to Head office within 15 days of acceptance of purchase order or signing of the contract whichever is earlier. Contract value of Machine X, Total numbers of ATM Machine(Including UPS and Chemical Earthing) as per ratio of L1 & L2 (60:40) as per RFP & valid for (42 months) 3 years with 6 months claim period from the date of purchase order.

Before expiry of the above mentioned PBG submitted for total cost of the 400 +/- 50 machines (Including UPS and Chemical Earthing), Successful bidder/bidders has to submit fresh Bank guarantee covering 3% amount of Annual maintenance contract valid for a period of 84 months and a Claim period of one year after expiry of validity period as per order to L1 & L2 (in the ratio 60:40) successful bidders respectively. This BG should be submitted before expiry of the PBG submitted for total contract value of the ATM machines(Including UPS and Chemical Earthing) under warranty period, falling which Bank will invoke PBG submitted for average cost of the order machines to L1 & L2 service provider. In case the successful bidder fails to submit the renewed PBG, Bank shall have full right to invoke the PBG.

- a. The PBG shall be denominated in Indian Rupees and shall be by way of Bank Guarantee issued by a Scheduled Commercial Bank in India (Other than Punjab & Sind Bank, RRB and Co-operative Bank), acceptable to the Bank in the format provided in the RFP. All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Successful Bidder.
- b. 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 favour with authorization to sign the documents.
- c. Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number.
- d. In the event of the Successful Bidder commits a material breach of the terms and conditions of the contract, Bank shall provide a cure period of 15 days and thereafter invoke the PBG.
- e. In the event of delays by Successful Bidder in implementation of project beyond the schedules given in the RFP, the Bank shall provide a cure period of 15 days and thereafter invoke the PBG, if required.

- f. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to the Bank as compensation by the Successful Bidder for its failure to complete its obligations under the contract. Bank shall notify the Successful Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Successful Bidder is in default.
- g. The Bank shall also be entitled to make recoveries from the Successful Bidder's bills, Performance Bank Guarantee, or any other amount due to it, the equivalent value of any payment made to it by the Bank due to inadvertence, error, collusion, misconstruction or misstatement.
- h. At no point of time, the Performance Bank Guarantee submitted to the Bank should be less than 3% of Invoice value of ATMs (Including UPS and Chemical Earthing) done by the successful bidder/s. To meet this requirement, successful bidders may be asked by the Bank to submit additional PBGs also in addition to the above referred PBGs valid for 84 with claim period of 12 months after expiry of validity date.
- i. In case Vendor(s) fails to perform the contract or fails to pay the due penalty, if any, as demanded by bank, Bank shall invoke the Performance Bank Guarantee to recover penalty/damages.
- j. Bank shall invoke the Performance Bank Guarantee to recover penalty/damages if the vendor fails to perform the contract or to pay the due penalty if any even after the cure period of 15 days.
- k. Further, in case the selected Bidder fails to submit performance guarantee within the time stipulated, penalty of Rs.1,000/- per day will be levied, subject to maximum 20% Total contract value. Bank shall invoke the Performance Guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or Bank incurs any loss due to Bidder's negligence in carrying out the obligation as per the agreed terms & conditions. Bank also reserves the right to cancel the order in case of non-submission of PBG by the bidder.
- l. In case the Rate Contract is extended after the contract period of three years, then the PBG will be reviewed again after completion of the period and a fresh PBG will be provided by the successful bidder for the extended period of rate contract in accordance with the above clauses.

1.13 Erasures or Alterations

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.

1.14 Opening of bids

Technical Bid offer will be opened on the date and time mentioned in the bid '**Key-Information**' in the presence of the Bidders who choose to attend on the said date and time.

The Bank will evaluate the technical and techno functional 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 which are found to be in conformity with the Eligibility Criteria and Terms and Conditions during the preliminary evaluation would be taken up by the Bank for further detailed evaluation. The Bids which do not fulfill the Eligibility Criteria and all Terms and Conditions during preliminary evaluation will not be taken up for detailed evaluation.

During evaluation of the Bids, the Bank at its discretion may ask a bidder for clarification of their bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

1.15 Evaluation Process of the Bids

The Evaluation will be a two-stage process:

2. Technical Evaluation
 - Compliance of Minimum Eligibility Criterion
 - Acceptance of all terms and conditions of RFP
 - Completeness of bid as per RFP requirement
 - Acceptance of Scope of work / service as per RFP

3. Commercial Evaluation - Bidding through Online Reverse Auction

The evaluation of the bids shall be undertaken by an Internal Committee of Bank officials and may include Consultants. The decision of the Committee shall be considered as final.

1.15.1 Preliminary Scrutiny

- 1.15.1.1 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.
- 1.15.1.2 The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.
- 1.15.1.3 The Bank will first examine whether the Bid and the Bidder are eligible in terms of Eligibility Criteria and terms & conditions of the RFP. The bids not meeting the Minimum Eligibility Criteria and terms & conditions of the RFP shall not be considered for further detailed evaluation.
- 1.15.1.4 Prior to technical evaluation, the Bank will determine the responsiveness of each Bid to the Bidding Document. For the purpose 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, Clauses A and B of 1.4 – Two-bid system, Applicable Law, Bank Guarantee, Eligibility Criteria, will be deemed to be a material deviation. This list of material deviations is only illustrative and not exhaustive. Bank may at its sole discretion may consider any other provision as critical to determine a Bid to be responsive.
- 1.15.1.5 The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 1.15.1.6 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.

1.16 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 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 its right to accept such arrangement or reject the proposal outright. Proof of such contracts should be submitted to the Bank.

1.17 Technical Evaluation

The Technical bids shall be evaluated by a Committee of Bank officials for the following:-

- i. Compliance of Minimum Eligibility Criteria
- ii. Acceptance of all terms and conditions and Receipt of all/complete documents / information /undertakings and Annexures 1 to 24 etc. as per Clause 1.6.
- iii. Compliance of technical specifications of the **ATM / Parts / products** quoted.
- iv. Adherence to Support set up requirements, Acceptance of Scope of work / service as per RFP.

Bank may, if it deems necessary, ask for presentations of the bidder or site visits of their facilities to assess and satisfy itself on Manufacturing / Supply chain and Support capabilities of the bidders.

1.18 Commercial Evaluation & Online Reverse Auction:

The Commercial bidding will be carried out through Online Reverse Auction.

1. The Indicative commercial bids of only the technically qualified bidders will be opened.
2. In the Indicative commercial bids (In Annexure - 7) from Table-1 to Table 6 - 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 cost of Optional / Spare parts should be quoted in Table-6. The Total Cost of Optional / Spare parts in Table 6 should be incorporated at S.No.7 of Table 1 to determine the TOTAL COST OF BID OF L1 BIDDER.
4. This is an indicative Price bid only. Commercial bidding shall be held through online Reverse Auction.

Procedure for Selecting Successful Bidders:-

- i) The commercial bidding will be for the Total Cost of the Bid. The L1 bidder emerged out of the Online Reverse Auction will be selected as Successful L1 bidder.
 - ii) After finalizing the L1 price through Online Reverse Auction, the Successful L1 bidder thus emerged should submit in writing the Unit Rate of Item-wise break up of Cost in Table 1 to Table 6 within 3 working days i.e., for each ATM, UPS & Chemical Earthing and Rates for AMC, Spare Parts and Optional items etc.
 - iii) The revised total cost of Table 1 thus arrived for 1100 ATMs should match the L1 price emerged in the Online Reverse Auction.
 - iv) In Table-6, the reduced cost of Optional / Spare parts should be given.
 - v) Similarly, the L2 bidder emerged out of the Online Reverse Auction will be given an option to match the prices offered by Successful L1 bidder. If L2 bidder accepts the offer, matches the L1 bidder's price and gives written confirmation for the same, the bidder will be selected as Successful L2 bidder. While matching the prices of L1 bidder, the L2 bidder should :
 - a) Match their total bid price with the total bid price of L1 bidder.
 - b) The Revised Total Cost of the Table-1 should match the L1 bid price of the Successful L1 bidder in the Reverse Auction.
 - c) The Item-wise break up of L2 bidder need not match the Item-wise break up of Successful L1 bidder. Only the Total cost of bid should match with that of the L1 bidder.
5. If L2 bidder refuses to match L1 bidder's price, the offer may be extended to the subsequent bidders to match L1 bidder's prices. However, in the scenario of L2 / Subsequent bidder failing to match the L1 prices as above, all the orders shall be placed to the L1 bidder.

Process for placing of orders:- After the price matching exercise as explained above, the orders will be split in the ratio of 60:40 between L1 and L2 / subsequent bidder respectively.

6. Award of contract/ Purchase Order

i) Applicability of Preference to Make in India, Order 2017 (PPP-MII Order)

Procurement through Local Supplier (Preference to Make in India) will be done as per the "Public Procurement (Preference to Make in India) Order 2017 issued vide Department of Industrial Policy and Promotion (DIPP) Notification No. P-45021/2/2017-B.E-II dated 15.06.2017 and thereafter revised vide Notification No. P-45021/2/2017-PP (B.E-II) dated: 28.05.2018 & No. P-45021/2/2017-PP(BE-II) dated 04.06.2020. Please also refer to Notification No. F.No.33(1)/2017-IPHW dt:14.09.2017 for the list of Electronic Products that are notified under the Public Procurement (Preference to Make in India) Order 2017 and allotment will be done in terms of said Order as under. Contract will be awarded among the Bidders in the ratio of 60:40 by the process as defined below. The ratio will be maintained during the tender validity cycle of 2 years.

- a. Among all qualified bids, the lowest bid (as quoted in reverse auction) will be termed as L1 and Contract for 60% of the order quantity will be awarded to L1.

- b. Thereafter, the lowest bidder among the local suppliers referred for sake of convenience as “B1” (excluding L1, if L1 is a local supplier) will be invited to match the L1 price for the 40% of the order quantity subject to the local supplier’s quoted price falling within the margin of purchase preference. If B1 bidder accepts the offer, matches the L1 bidder’s price and gives written confirmation for the same, the bidder will be selected as Successful L2 bidder. While matching the prices of L1 bidder, the L2 bidder should :
- i) Match their total bid price with the total bid price of L1 bidder in the Reverse Auction.
 - ii) The Item-wise break up of L2 bidder need not match the Item-wise break up of Successful L1 bidder. Only the Total cost of bid should match with that of the L1 bidder.
- c. In case such lowest eligible local supplier i.e. “B1” fails to match the L1 price, the next higher local supplier referred for sake of convenience a “B2” within the margin of purchase preference shall be invited to match the L1 price and so on, and Contract shall be awarded accordingly. However, in the scenario of B2 / Subsequent bidder failing to match the L1 prices as above, all the orders shall be placed to the L1 bidder.

For the purpose of Preference to Make in India, Order 2017 (PPP-MII Order):

“Local content” means the amount of value added in India which shall 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.

“Local supplier” means a supplier or service provider whose product or service offered for procurement meets the minimum 50% local content.

“Margin of purchase preference” means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

“Verification of local content” The local supplier at the time of submission of bid shall be required to provide a certificate as per Annexure- XI from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

ii) Procurement through MSEs

Procurement through MSEs (Micro & Small Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises from time to time.

At present the conditions applicable as per guidelines are as under:

a)MSEs should be registered with:

- District Industries Centers or
- Khadi Village Industries Commission or Khadi & Village Industries Board
- Coir Board or National Small Industries corporation or
- Directorate of Handicrafts & Handloom or
- Any other body specified by the Ministry of Micro, Small & Medium Enterprises.

- b) MSEs participating in tenders, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 in a situation where L1 price is from someone other than MSE and such MSE shall be allowed to supply up to 20% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately according to the tendered quantity. Bank shall procure minimum 20% of their annual value of goods or service from MSEs.
- c) Special provisions for MSEs owned by SC or ST
- Out of 20 per cent target of annual procurement from Micro and Small Enterprises, a sub-target of 20 per cent (i.e., 4 per cent out of 20 per cent) shall be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs.
 - MSEs shall have to first fulfill the basic required qualification under eligibility criteria specified in the RFP to become qualifying Bidders and only then shall be able to avail benefits under the above Policy.
- d) Kindly note that no relaxation in any of the eligibility criteria will be provided to MSE bidders.
- iii) 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.
- iv) The Bank reserves the right to award the contract in whole or in part. The acceptance of the bid, subject to contract, will be communicated by way of placing a purchase order in writing at the address supplied by the bidder in the bid document. Any change of address of the bidder should therefore be notified promptly to the Assistant General Manager (IT) at the address given in this RFP. The terms and conditions of purchase order and RFP shall constitute a binding contract.

1.19 Address for Submission of Bid and communication

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

The Assistant General Manager(IT)
Head office ATM Cell,
Information Technology Department,
2nd Floor, Plot No. 151,
Sector 44, Institutional Area,
Gurugram -122003.
e-mail: atmcell@psb.co.in
Phone: 0124-2544106-107

1.20 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 the RFP. Bank will be under no obligation to have discussions with any bidder, and / or entertain any representation.

1.21 Right to accept any Bid and to reject any or all Bids

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 bidders. 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 award of contract, without assigning any reasons and 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 / services proposed. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed between duly authorized officials of Punjab & Sind Bank and the Bidder.

1.22 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
- 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 / Services 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.

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 / services 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.

1.23 Soft copy of tender document

The soft copy of the tender document will be made available on the Bank's website www.psbindia.com. 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.

1.24 Bid validity period

Bids shall remain valid for 180 (one hundred eighty) days after the date of bid opening prescribed by the Bank. 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.

1.25 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 hoit.tenders@psb.co.in by last date of submission of queries as defined in **Key-Information** in this document. The format to be used for

seeking clarification is mentioned in **Annexure-24** (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.

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.

1.26 Award of contract

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

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

1.27 Contract Period

The rate contract period will be for a period of Three Years. Bank reserves its right to review the rates at the end of **every year**, if the bank is of the opinion that there are reduction of rates in the market for comparable equipment / items, compared to the initially agreed rates. The Bank reserves the right to negotiate the initial agreed rates and it will be mutually decided between bidder and the Bank for the subsequent period. However, the bank may consider an exit option if no reasonable solution is obtained. Further Bank reserves the right to extend the contract after the expiry of the initial term and conditions for further one year.

On the completion of selection process, the selected Bidders need to execute a comprehensive Service Level Agreement (SLA) with the Bank for Three Years Contract period covering all terms and conditions of this RFP and Addendums / Corrigendum / Clarifications, if any. The agreement will be based on the bidder's offer document with all its enclosures, modifications arising out of negotiation / clarification etc.

1.28 Signing of contract

The successful bidder(s) shall be required to enter into a contract with Bank, within thirty (30) days of issuance of Purchase Order or within such extended period, as may be specified by the Bank. This contract shall be based on this RFP document (read with Addendums / Corrigendum / Clarifications), LOI, Purchase Order and such other terms and conditions as may be determined by Bank to be necessary for the due performance of the work, as envisaged herein and in accordance with the bid.

However the terms and conditions of Purchase Order and RFP (read with Addendums / Corrigendum / Clarifications) shall constitute a binding contract till such time the formal contract is signed by the Bank and the Bidder.

The successful bidder may have to sign multiple contracts with the State Nodal Offices at each State in India as per GST Rules.

1.29 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.

CHAPTER 2 - TERMS AND CONDITIONS

2.1 PRICES AND TAXES

The quoted prices shall be in Indian Rupees only and inclusive of all Taxes, Statutory levies (duties/ insurance/ freight etc.) except Sales Tax (CST/ LST)/WCT/ GST/ any Cess levied on service tax (or any other taxes that may be levied by government during the rate contract period in lieu of these taxes), which will be paid on actual basis. The cost will not depend on any variation in USD/£/€ exchange rate.

2.2 VALIDITY OF RATES:

The rates will be valid for a period of THREE YEARS, if not revised earlier, on review by the purchaser. The validity of rates can further be extended for a period of one months.

REVIEW OF RATES: - Vendors have to pass on the benefit of discount/reduction in prices to the Bank voluntarily. In case of failure, Bank reserves the right to terminate the rate contract with immediate effect.

In case vendor supplies such items at a lower rate to any other organization during the validity period of rate contract with the Bank, vendor will be required to pass on such price benefit voluntarily to the Bank. Vendor will be required to submit an undertaking to this effect.

2.3 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.

2.4 USE OF CONTRACT DOCUMENT AND INFORMATION:-

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

2.5 PAYING AUTHORITY

Orders for purchase & installation of machine shall be placed by the respective Zonal Offices. Further while splitting the order Bank will be free to place order for any location to any bidder. In case of refusal to execute any order by the vendor would lead to their disqualification from the rate contract and also from participating in the future rate contracts of the Bank, at the discretion of the Bank.

All payments shall be made by respective Zonal Offices under whose jurisdiction the Branch falls. In proof of successful Supply and Commissioning of an ATM, Vendor will provide the concerned Zonal Offices, the following documents for the machine/UPS/Earthing:-

- Invoice copy
- Order Copy
- Machine/UPS installation certificate
- Acceptance Test Report conforming all the specifications as per RFP are available.
- DVSS image and grouting Certificate for ATM
- Certificate of input voltage supply and UPS output
- Certificate of Earthing parameters (EN,PE,PN) EN should be between 1-3 volt
- Certificate for Hindi receipt and talking facility operational in ATMs.

The documents should be duly verified by the concerned branch duly stamped and signed and name of the certifying official. A copy of Invoice will also be submitted to the Branch separately for accounting purposes.

2.6 Payment terms

2.6.1 In case bank has ordered all three components i.e. ATM, UPS and Earthing.

- 50% of total invoice value (On delivery of ATM, UPS and Commissioning of Earthing).
- 40% of total invoice Value (After establishing connectivity of ATM with the Switch and acceptance by the bank).
- 10% of total invoice value on completion of one year warranty period from the date of installation/commission of all the three items i.e. ATM, UPS and Earthing or on providing a Bank Guarantee for the equivalent amount valid for 15 months.

2.6.2 In case bank has ordered for individual item i.e. ATM / UPS / Earthing.

For ATM :

- 50% of total invoice cost of Machine (ATM) (On delivery of ATM).
- 40% of total invoice cost Machine (ATM) (After establishing connectivity of ATM with the switch and acceptance by the bank).
- 10% of total invoice value of ATM on completion of warranty period of one year or on providing a Bank Guarantee for the equivalent amount valid for 15 months

For UPS:

- 90% of total cost of UPS on delivery and installation of UPS at the site.
- 10% of total cost of UPS on completion of one year warranty period or on providing a Bank Guarantee for the equivalent amount valid for 15 months.

For Earthing:

- 90% of total cost of Earthing on commissioning of earthing at the site.
- 10% of total cost of earthing on completion of one year period after successful commissioning and acceptance by Bank or on providing a Bank Guarantee for the equivalent amount valid for 15 months.

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

2.7 ACCEPTANCE TESTS

The system is subject to an Acceptance test. Vendor has to arrange one Engineer at the site at the date and time mentioned by the purchaser to assist in the acceptance test. Acceptance test if delayed by Bank beyond 30 days from the date of delivery, then the item will be deemed to be accepted by the Bank for the purpose of release of payment. However, Acceptance Test will have to be invariably performed by the Vendor after commissioning of the ATM machine, UPS & Earthing and the amount equivalent to the cost of deficiencies, if any, will be recovered from future payments. Acceptance test will include physical, functional as well as technical testing.

2.8 DELIVERY PERIOD

The date on which the complete system is delivered will be taken as the date of delivery. In case of part delivery of the system, the date of last items delivered will be taken as the date of delivery. The bidder shall be responsible for delivery of the systems ordered at site within 4 weeks from the date of receipt of the order [within 6 weeks in respect of the States where Form 32 (Entry Permit) is required].

2.9 INSTALLATION:

Bidder shall be responsible for installation of the equipment ordered at site within 5 working days from the date of delivery or within 3 working days of logging the call for installation.

Penalty will be charged @1% of total cost per week delay in installation, subject to maximum 20% of total cost of un installed items (out of total order value), which will be over & above late delivery charges. Penalty shall not be charged if installation is getting delayed due to Bank dependency accepted by the Bank.

2.10 INSURANCE

The goods supplied under the Contract shall be fully insured against loss or damage incidental to transportation, storage and erection. The transit insurance shall be for an amount equal to 110 percent of the invoice value of the Goods from "Warehouse to final installations" on "All Risks" basis including War/Terrorist Risks and Strikes. The supplier should also insure the goods for the invoice value till one month from the date of delivery.

Any delay in installation of the hardware/ software for whatsoever reason should not entail in expiry of insurance and the same should be continued to be extended up to the date of installation and acceptance of the Hardware / Software and other products by the PURCHASER. Insurance for three months from date of delivery may be obtained by the bidder in the name of Punjab and Sind bank.

2.11 WARRANTY:

Comprehensive onsite warranty for ATM machine & UPS for 1 year, UPS batteries for 2 years and comprehensive maintenance of Chemical Earthing for 7 years commencing from the date of completion of acceptance test.

The equipment includes hardware and software and all other equipment / peripherals as per orders and all parts thereof shall be free from the defects in material and workmanship under normal use of services on peak loads, for a period of one year of ATM machine & UPS and comprehensive maintenance of 7 years of Chemical Earthing commencing from the date of completion of Acceptance Test. The uptime guarantees as enumerated in clause 2.12 shall be ensured by the Vendor. In view of the criticality of the application, the equipment shall be kept in efficient running condition at all times by the Vendors and Preventive Maintenance shall be performed at least on quarterly basis (Once in every three months). Vendor has to make all necessary arrangements for immediate replacement of defective parts etc.

Warranty should cover the following:-

- a. The vendor shall replace / repair defective / damaged parts of ATM and UPS by ATM parts (OEM Make only) free of cost during the one (1) year warranty period and six (6) years AMC period, including all consumables, except JP roll, receipt roll and printer ribbon due to any breakdown, Voltage fluctuation, Earthing related, Electrical fluctuation, short circuit, etc. or natural wear & tear other than Vandalism, Fire and Natural Calamities, Exclusions or Force majeure without any extra cost to Bank.
Vault lock and currency cassettes will not be considered as consumables and bidder will replace these free of cost during the warranty period of one year and next three years during 6 Years AMC period (i.e., during the 1st three years from the date of purchase). Break open charges to replace the vault lock also will be borne by the bidder.
- b. The equipment should be attended within four hours of receipt of complaint (Exclusive of travelling time). In case problems persist, systems should be replaced within 48 hours of receiving complaint and alternate system should be given till machine is repaired. The replaced equipment should be installed, so that normal job of the Bank may not hamper.
- c. Warranty would cover updates/maintenance patches/bug fixes (available from the original software Vendor) for System Software & Firmware patches/bug fixes, if any, for hardware.
- d. The bidder will obtain written acknowledgement from Bank after completion of warranty period for successful sign off of warranty period.
- e. In case of repetitive hardware failure (three or three times in a quarter) during the warranty period of one year, it shall be replaced by the bidder with equivalent new equipment at no extra cost to Bank, with the exceptions of Force Majeure and Theft cases.
- f. During Warranty & AMC period the supplier is to submit Preventive Maintenance Report for ATM/ATM, UPS and Chemical Earthing on quarterly basis to the respective ATM branch/ZO/HO ATM Cell mentioning the date of PM on a case to case basis.
- g. If the Preventive Maintenance is not undertaken during each quarter a grace period of two weeks would be given to the supplier for completion of the same for the quarter and if not completed within the grace period, the total warranty period would be extended by three months for the quarter for that particular ATM.

- h. Checking and resolving of ATM camera status as a part of Preventive Maintenance activity or otherwise
- i. Bidder has to provide ATM camera images free of cost, whenever Bank requires the same. If the images are not clear and due to this reason any loss incurred by the Bank will be borne by the bidder. During Preventive Maintenance bidder to submit the camera images to the branch and ensure that the camera is clean and images are clear.
- j. Bidder to Quote rates of the all the spare parts in the optional items list if any part not mentioned in the optional list bidder has to replace such part on free of cost basis during Warranty and AMC.

2.12 SYSTEM UP TIME

The vendor shall assure that the system gives a minimum 98.50% uptime (Calculated on quarterly basis) Please refer **Annexure 11**.

The documents should be duly verified by the concerned branch duly stamped and signed and mentioning name of the certifying official.

2.13 ANNUAL MAINTENANCE CONTRACT:

The vendor should also quote separately for AMC for 6 years from the date of expiry of warranty period (Post warranty). The AMC rate should be all inclusive (excluding service tax) for the ATM and UPS and should not be more than 7% of the unit cost of ATM and UPS. The quoted AMC rate would be applicable for 24 x 7 x 365 support and response time should not be more than 4 hours. **AMC would cover all components including vault lock, spacers and currency cassette and consumables only with the exception of JP roll, receipt roll and printer ribbon.** Scope of AMC will be same as that of the warranty. AMC payment will be released on quarterly basis in arrears after submission of quarterly Preventive Maintenance Report duly stamped and signed by the branch official of the respective branch. Service tax or any other applicable Tax on AMC will be paid extra by the bank as per Govt. rules on actual basis. However, bank will not pay any other tax including levies etc. The Services to be offered by the Vendor would be on the same terms and conditions as applicable during the Warranty period except that Bank will pay AMC cost quoted at the agreed rate by the Bidder.

After completion of 7 years (1 year of warranty period and 6 years of AMC) for ATMs /ATMs, the Bank may renegotiate the AMC price with the vendors for a further period of 2 years if AMC contract is renewed by the Bank after the initial 6 years of AMC period. Bank may anytime opt out of AMC Agreement with the successful bidder if the services are not found to be satisfactory.

2.14 DELAYS IN THE BIDDER'S PERFORMANCE

The bidder must strictly adhere to the implementation schedule, as specified in the purchase contract, 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. Forfeiting of Earnest Money Deposit / Invoking EMD Bank Guarantee/ Performance Bank Guarantee

Bank will give the bidder 15 days time for curing the lapses / deficiencies, if any. If bidder fails to provide cure within 15 days, Bank reserves the right to resort to any or all of the above.

2.15 LIQUIDATED DAMAGES

The performance of the vendor shall be judged on the time taken for supply, installation & commissioning of ATM machine, UPS and Earthing after placement of order. The entire in-scoped activities are to be completed within 4 weeks from the date of receipt of order [within 6 weeks in respect of the States where Form 32 (Entry Permit) is required]. Any defect or delay in providing the supply and services as mentioned above shall attract penalty as mentioned below:-

If the Vendor fails to deliver any or all goods or fails to perform services within stipulated time schedule from the date of acceptance of Purchase Order, 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 Invoice value (net of taxes) for each week or part thereof of delay until actual delivery of goods subject to maximum of 10%. The Bank may terminate the rate contract any time during

the rate contract period after serving a notice of 30 days as a cure period to the Vendor, if no satisfactory corrective action is taken, Bank may shift the entire orders to the other successful bidder and forfeit the Earnest Money Deposit/invoke Performance Bank Guarantee.

Bank will provide the bidder 15 days time for curing the lapses / deficiencies, if any. If bidder fails to provide cure within 15 days, Bank reserves the right to cancel the order.

Bank may also blacklist/debar the successful bidder in case of continuous default in supply of machines or in performing services and shift the entire orders to the other successful bidder.

The purchaser is entitled to withhold (deduct) from the purchase price or any other amount, which is due to vendor/supplier from this contract, or any other contract, the amount of Liquidated Damages, if any, as above.

2.16 ORDER CANCELLATION

The Bank reserves the right to cancel the contract placed on the selected Bidder and recover expenditure incurred by the Bank under the following circumstances:-

- a. The selected Bidder commits a breach of any of the terms and conditions of the bid and fails to meet agreed uptime.
- b. The Bidder goes into liquidation, voluntarily or otherwise.
- c. An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- d. If the selected Bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The Bank reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- e. If deductions on account of liquidated damages exceeds more than 10% of the total contract price.
- f. In case the selected Bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected Bidder.
- g. 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/or invoking the Bank Guarantee under this contract.
- h. The Bank reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone.

Bank will give the bidder 15 days' time for curing the lapses / deficiencies, if any. If bidder fails to provide cure within 15 days, Bank reserves the right to cancel the contract and invoke PBG.

2.17 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.

The quality of services given by the vendor will be reviewed every 3 months and if the services are not found satisfactory, the bank reserves the right to terminate the contract by giving 30 days notice to the vendor. The decision of the bank regarding quality of services shall be final and binding on the vendor.

Bank will give the bidder 15 days time for curing the lapses / deficiencies, if any. If bidder fails to provide cure within 15 days, Bank reserves the right to resort to any or all of the above.

2.18 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 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 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 Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any Arbitration or other proceedings.

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.

2.19 JURISDICTION

The jurisdiction of the courts shall be in New Delhi.

2.20 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 then on expiry of seven days from the date of posting.

2.21 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 Bidder shall provide proof of signature

identification for the above purposes as required by the bank.

(i) All pages of the Bid document should be serially numbered and shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature.

(ii) The bidder should submit a copy of Board Resolution or Power of Attorney showing that the signatory has been duly authorized to sign the tender document.

(iii) Executive(s) representing the bidder should be duly authorized to sign the bid, interacting with the Bank for all sorts of communication as well as appearing in for any subsequent meetings, sign Agreements/Contracts with the Bank, raise invoice and accept payments in case the bidder emerges as successful bidder as a result of commercial evaluation of eligible bidders.

(iv) A letter of this intent, issued by the Chief Executive Officer, the Director, Proprietor, or any other top level executive, favouring representing executive(s) should be submitted as part of the Technical Bid.

2.22 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 and epidemics
- 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.

2.23 CONFIDENTIALITY

The selected vendor acknowledges that all material information which has or will come into its possession or knowledge in connection with this Agreement or the performance hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to PUNJAB & SIND BANK. The vendor agrees to hold such material and information in strictest confidence and not to make use thereof other than for the performance of this agreement to release it only to employees requiring such information and not to release or disclose it to any other party. The vendor agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this Agreement can be fully satisfied.

Punjab & Sind Bank's ATM data (including location details) is confidential and should NEVER be disclosed to any institutions or used by the vendor for purpose other than required for performing the Contract. The selected vendor will take suitable steps to ensure the confidentiality of Punjab & Sind Banks' data. This step should include having the employees assigned to Punjab & Sind Banks' work sign a 'Confidentiality Agreement'. The selected vendor undertakes not to keep this data with its company after the end of this agreement. This clause will outlive the agreement date.

2.24 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.

2.25 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 or abroad, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay. The Vendor shall indemnify the Bank against all third party claims.

2.26 COMPLIANCE WITH STATUTORY AND REGULATORY PROVISIONS

It shall be the sole responsibility of the Vendor to comply with all Statutory, Regulatory & Laws of the Land and provisions while delivering the components and services mentioned in this RFP. CRM s/ deployed shall comply with RBI, IBA, EMV, NPCI/NFS, Card Associations (Visa, RuPay, MasterCard etc. as applicable) 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, as well as to updated PCI-DSS security guidelines, Central /State govt. /Police authorities or any other law enforcement agency. All features required for regulatory compliance should be implemented on an ongoing basis by the Vendor promptly without any extra cost to the Bank. If any new guidelines are issued by these organizations, the vendor shall arrange for its compliance/ up gradation without any extra cost to the Bank during Warranty and AMC period. Only Hardware up-gradations under compliance shall be decided mutually.

The solution (software or hardware or both) provided by the successful bidder should not be declared end of sale within 5 years of sign off of the project. If at all the solution (software or hardware or both) is declared end of sale within 5 years of sign off, the successful bidder has to provide the upgraded version (software or hardware or both) free of cost, to the Bank.

The Bank reserves the right to conduct an audit / ongoing audit of the CRM provided by the bidder. The Bank reserves the right to ascertain information from the banks and other institutions to which the bidders have supplied CRM. The bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws 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 shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel/ representatives /agents from any failure or omission on its part to do so 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. Compliance in obtaining approvals/permissions/licenses: The bidder 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 during the term of the project, 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 bidder.

This indemnification is only a remedy for the Bank. The bidder 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 exclude indirect, consequential and incidental damages. However indemnity would cover direct damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

Legal compliances

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.

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.

2.27 INTELLECTUAL PROPERTY INDEMNITY & INDEMNITY AGAINST MISUSE OF LICENSE

The selected Vendor 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 or other intellectual property, arising out of the performance of this contract. Any Patented Design used in equipment shall be under manufacturer's license agreements and a copy of such agreement authorizing the vendor to manufacture the patented designs shall be given to the Bank. The vendor shall furnish Indemnity bond for providing adequate maintenance/service support for their ATMs/ATMs/ during both warranty and post warranty periods (of minimum 7 years) failing which bank shall have the right to proceed against the vendor for damage legally or otherwise. Orders will be placed on the approved vendor based on the cost of machines as approved by the Bank. Vendor shall have to indemnify the Bank against any loss/expenditure incurred or any disputes/claims from anybody for having used/using patented designs in their hardware.

2.28 INDEMNITY

The bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect the Bank during the tenure of contract. Where any patent, trademark, registered design, copyrights and/ or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon. In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine supplied by the bidder covered under the purchase contract or the use thereof, the bidder agrees and undertakes to defend and / or to assist the Bank in defending at the bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank.

2.29 GOVERNING LAW AND JURISDICTION

The RFP/contract shall be governed by and interpreted in accordance with Indian law for the time being in force and will be subject to the exclusive jurisdiction of Courts at Delhi (with the exclusion of all other Courts).

The bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities. Bidder is to ensure that the ATMs supplied to the Bank are compliant to all existing regulatory guidelines of GOI/RBI / NPCI / IBA 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 ATMs provided by the bidder. The Bank reserves the right to ascertain information from the banks and other institutions to which the bidders have supplied ATMs. The bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws

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 shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel/ representatives /agents from any failure or omission on its part to do so 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. Compliance in obtaining approvals/permissions/licenses: The bidder 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 during the term of the project, 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 bidder.

This indemnification is only a remedy for the Bank. The bidder 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 exclude indirect, consequential and incidental damages. However indemnity would cover direct damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

2.30 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.

The Bidder shall not have a conflict of interest that affects the Bidding Process and declaration to that effect should be submitted by the bidder. Any Bidder found to have a Conflict of Interest shall be disqualified.

2.31 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.

2.32 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' 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 that gave rise to claim, under this Tender. Vendor shall not be liable for any indirect, consequential, incidental or special damages under the Agreement/ Purchase Order.

2.34 PRE-DISPATCH INSPECTION:-

Bank may conduct the pre-dispatch inspection once in every quarter. However apart from quarterly inspection, Bank shall be free to carry out such inspection as and when required. The bidder shall make all necessary arrangement for this purpose. Bank will bear its own expenses for such inspection.

2.35 ACCEPTANCE OF ORDER:-

The vendor shall give acceptance within 5 days from the date of receipt of the Purchase Order. Bank has right to cancel the order, if the same is not accepted within 5 days from the date of receipt of order, otherwise it will be considered as accepted.

2.36 ASSIGNMENT:-

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

2.37 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.

2.38 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/vendors and the Bank committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The format of the agreement is enclosed as **Annexure -16.**

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

CVC has nominated two IEMs for our Bank. Accordingly they were appointed for three years from 09.09.2021.

The details of IEMs are as below: -

Sh. Asha Ram Sihag
Email ID: arsihag@gmail.com
Mobile No: 9911558502

Sh. Aditya Prakash Mishra
Email ID: apmishra53@gmail.com
Mob No. 95606256

2.39 NON-DISCLOSURE AGREEMENT / SERVICE LEVEL AGREEMENT (SLA)

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-17.** 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.

CHAPTER - 3 SCOPE OF WORK

3.1 Supply, Installation, Commissioning and Maintenance of ATM with Technical Specifications as per Annexure-

The above includes peripherals; more fully described in Annexure 12 along with their installation, maintenance at on-site/off-site locations provided by the bank. Installation includes:-

1. Supply and Installation of ATM with grouting to floor, UPS including Chemical Earthing at site.
2. Networking of ATM i.e. connecting the ATM to the network provided by the bank.
3. Certification with NPCI and Integration with the Bank's ATM Switch (Base24 /any other compatible Switch Bank may decide in future) without any additional cost to the Bank.
4. Testing of ATM operations and conducting User Acceptance Test without any extra cost to bank.
5. Providing training to the branch staff / custodians as per industry norms. The training should include all aspects of functioning of the ATM, Cash replenishment procedure, trouble shooting, first level maintenance, how to take back up and retrieval of images captured by the DVR system etc.
6. Replacement of original spare parts (OEM Make only) including all consumables due to any breakdown, voltage fluctuation, earthing related, electrical fluctuations, short circuit, rodent attacks, etc or natural wear & tear or due to aging of ATM/ATM, UPS other than Vandalism, Fire and Natural Calamities, Exclusions or Force majeure without any extra cost to Bank during entire 7 Year period i.e, One year warranty and Six years AMC period.
7. If OTC locks provided by the bidder, bidder should arrange for change of password & replacement of electronic or mechanical lock or break opening of lock of ATM without any additional cost to bank on account of any reason thereof except electronic or mechanical lock damaged in vandalism/theft attempt. Bank will bear break open charges only in case of password lost by bank custodian.
8. Vendor will ensure an uptime of 98.5% for the ATM (calculated on quarterly basis). The procedure of Calculation of uptime shall be as defined in Annexure 11.
9. Quarterly preventive maintenance of all the equipment to be supplied which would include cleaning of inside and outside of all equipment during warranty / AMC period.
10. Servicing of UPS/Batteries during warranty and AMC period.

The configurations of the ATM machine & peripherals are given in Annexure-12.

3.2 MAINTENANCE:

Maintenance of ATM and peripherals during warranty & thereafter during AMC shall be responsibility of the vendor. The scope of maintenance under warranty and AMC period shall be as defined under Clause 2.11 - Warranty earlier in the RFP document.

3.3 General

- 3.3.1 The Vendor must ensure before delivery that Operating System is hardened to block the services which are not required. Vendor must ensure that only White listed necessary services run in the system. The vendor should provide solution to take care of intrusion detection, port scans and other common virus attacks. No malware including viruses, Trojans, enter and affect the system. Deployment and updation of patches of all third party software will be responsibility of the vendor.
- 3.3.2 ATM/ ATM should have pre-installed with latest licensed Antivirus Solution with latest patches. Patches are to be updated during preventive maintenance activities.
- 3.3.3 As per RBI/IBA guidelines, the bidder should provide the ATM/ ATM with solution of "Talking ATM for All" as per the specifications provided as Annexure-12 (for ATM). Vendor also provides the complete solution and related files (Software/utility/ voice files etc) of talking facility (Visual Impaired Solution) to Bank in separate DVD.

- 3.3.4 The successful bidder(s) should provide end to end solution and implementation, including server/switch application component (without any additional cost to the Bank) suitable for visually challenged persons (with audio support) for all above ATM in English and Multi languages. In future, if RBI or any other regulatory authority issues guidelines for development/ implementation for more options in regional languages, the same should be provided to the Bank without any additional cost. The ATM should have Voice Guidance flow enabled for the visually challenged along with Text to Speech, web extension services, functional keys based voice guidance support with internal speakers & jack. The Bidder should also participate in the testing and end to end implementation and rollout without any additional cost to the Bank.
- 3.3.5 Bidder shall deploy the required ATM display screen provided by the bank in ATM during UAT and LIVE without any additional cost to the bank. The bank will provide graphic mode customized display screens (irrespective of format i.e. jpeg. tif., gif. etc.) in Trilingual (Hindi, English and Regional language of respective state) and also for touch screen format for all transactions undertaken on ATM. It will be the responsibility of the bidder to deploy the given display screens in the ATM without any extra cost to the bank. The above features are to be bundled with the Machines.
- 3.3.6 The Vendor must agree to buyback the existing ATM of any Make on "As IS WHERE IS" basis. The Vendor should also undertake the de-installation of existing ATM and installation of new ATM will be completed within three working days to minimize the downtime and handover the PINPAD, HARD DISK, CARD READER, CASSETTES, SMPS or any other parts as desired from the old ATM to the respective branches. It should be done as a project and without and vendor should take back the existing ATM and install the new ATM simultaneously.
- 3.3.7 Vendor should undertake the shifting of ATM anywhere in India in case of requirement. The price quoted should be inclusive of all expenditures incidental to shifting including dismantling, packing, loading, unloading, unpacking, de-installation and reinstallation and transportation charges. The cost of transit insurance will be reimbursed to the bidder on the production of policy /receipt of premium.
- 3.3.8 The ATM to be supplied & installed must be new (not refurbished) equipped with biometric functionality from initial stage i.e. ATM must have biometric authentication capability with finger print reader as per Aadhaar specifications/ Biometric Solution of the Bank / NPCI/ RBI and same is required from the initial stage.
- 3.3.9 The ATM to be supplied & installed must be new (not refurbished) with EMV functionality from initial stage i.e. ATM must have EMV functionality as per specifications mentioned in the Annexure –12 and same is required from the initial stage.
- 3.3.10 The ATM to be supplied & installed must be new (not refurbished) with functionality of Text to Speech for Visual Impaired persons from initial stage as per specifications mentioned in the Annexure –12 and same is required from the initial stage.
- 3.3.11 Service provider should also ensure that in case, RBI, IBA, Central /State govt. /Police authorities or any other law enforcement agency prescribed any new guidelines will be followed without any extra cost to Bank during the one year warranty period.
- 3.3.12 For compliance of any new guidelines by these Organizations / up gradation post warranty, the charges, if any, shall be mutually decided between the Bank and the Bidder on the basis of prevailing rates in the Banking Industry.
- 3.3.13 Subsequent to Go-live of the ATM, Bidder shall have to comply with all upcoming mandates and other guidelines of RBI, NPCI and card associations (Visa, RuPay, MasterCard etc. as applicable), as well as to updated PCI-DSS security guidelines. Any development required for such compliance will be at no additional cost to the Bank during the one year warranty period.
- 3.3.14 For all upcoming mandates and other guidelines of RBI, NPCI and card associations (Visa, RuPay, MasterCard etc. as applicable) post warranty, the charges shall Regulatory compliance / up gradation post warranty, the charges shall be mutually decided between the Bank and the Bidder on the basis of prevailing rates in the Banking Industry.
- 3.3.15 Loading of screens, EJ pulling agents, TM Keys, configuration with IP addresses.
- 3.3.16 Providing patch cord of requisite length (up to 5 meters) during installation and to provide additional patch cord up to 5 meter to respective ATM link branch.

- 3.3.17 Bank's Discretion to purchase the UPS batteries from the selected bidder/Vendor.
- 3.3.18 Bank may procure the UPS batteries from the open market and bidder/Vendor has to Assist / replace UPS batteries without any additional cost to the Bank.
- 3.3.19 Successful bidder will install online Terminal Security Solution for managing the security parameter i.e. Operating System (OS) Hardening, Disk encryption, Support for Full hard disk encryption(FHDE),provide one time code for secured access (with a validity of 15 minutes), Reboot machine centrally, Access Management and BIOS PASSWORD, Allowing for specific remote user management, Support for One Time expiring passwords, Support for online and offline password management, Central Windows Password Management, Blocking USB ports on the ATM through centralized Control, Protection against the unauthorized updating / changing of configuration/ property of the files/script etc., Blocking the unauthorized installation/ de-installation of software, Only permitted/ white-listed applications are running on ATM, capability for centrally whitelisting the application, Auto Run Facility is enabler or Disable etc.
- 3.3.20 Bank at any time during warranty and AMC period may ask vendor to whitelist EJ agent software or any other third party vendor software provided by the Bank without any extra cost to Bank.
- 3.3.21 During the contract period, bidder has to pass on the benefit of discount / reduction in prices/ Govt. duties, if any, to the Bank voluntarily. In case of failure, Bank reserves the right to terminate the rate contract with immediate effect.
- 3.3.22 The successful bidder may have to conduct UAT & Certification of ATM with NPCI, VISA & any other Network with the bank's existing setup within 30 days from the date of intimation from bank. In case the successful bidder fails to complete UAT within the stipulated time period the offer will pass on to the next successive bidders.
- 3.3.23 Successful bidder should ensure that ATM should be calibrated/recalibrated and configured to dispense correct denomination of Currency / Bank notes.
- 3.3.24 Multi-vendor software compatibility: The successful bidder shall agree that the Bank reserves the right to bring in Multi-vendor software, hardware and if such a solution is contracted with a third party other than the successful bidder, the successful bidder agrees to cooperate with the bank for continued functions at no additional cost to Bank. The Successful bidder also ensure that software of machine should be compatible with Multi-Vendor software, if there will be any compatibility issue during the warranty and AMC period of contract then successful bidder will make software compatible with Multi-Vendor Software without any cost to Bank.
- 3.3.25 During the Warranty and AMC period, the Successful bidder should extend the On Site Service Support. The scope of Warranty and AMC shall include fixing the ATM problems. Upgradation, supply, installation and implementation of upgraded versions of software (updates /upgrades) Rectification of Bugs/defects if any Preventive Maintenance quarterly maintenance of Hardware/Software Reinstallation of firmware/software, whenever required.
- 3.3.26 The successful bidder shall provide operational onsite training to Bank staff/custodian at each ATM site as per requirement of the Bank and the bidder shall provide more rounds of user/administrative training at the required locations, without any extra cost to Bank.
- 3.3.27 Bidder has to provide the Antivirus set up with latest updates/patches, which need to be preloaded at factory level for all ATM machines going to be procured. It is the responsibility of the successful bidder to make sure that no Malware including Viruses, Worms and Trojans enter and affect the system. Deployment of all third party software and its patches will be the responsibility of vendor. Bidder is responsible for development & deployment of patches related to upgrade & updates for Information Security, Application software, OS (Operating System), Antivirus application for pushing the patches centrally (without any cost to Bank) and in case centrally pushing does not happen (for all set of machines or for some specific machines), Bidder will deploy these patches by field visit without any cost to Bank. Bidder is responsible for development & deployment of all these patches during the contract period without any cost to Bank. If build is required to be created due to upgradation/replacement of any patch or application then Bidder will deploy the build in machines without any cost to Bank.

- 3.3.28 ATM should have vinyl wrapped as per the Bank's branding. The bank will provide graphics for branding and the vinyl wrapping will be done by the bidder before installation of ATM at no extra cost to the bank.
- 3.3.29 The successful bidder shall provide operational onsite training to Bank staff/custodian at each ATM site as per requirement of the Bank and the bidder shall provide more rounds of user/administrative training at the required locations, without any extra cost to Bank.
- 3.3.30 Bank will provide its own monitoring software/third party software/agent for EJ Pulling & Software/ Content Distribution / Screen pushing for ATM. Successful bidder will ensure to include these software/agent & screens in their customized build (i.e. compatible with Bank's Switch) at no extra cost to Bank.
- 3.3.31 If EJ Agent Software disconnected of any ATM at the time of upgradation/configuration/installation/repair or any other activity by the bidder. It is responsibility of the bidder to connect the EJ Agent software with ATM MS EJ Agent Server within 24 Hours of reporting. If EJ Agent not connected within 24Hours, a penalty of INR 500.00 per day per ATM will be levied.
- 3.3.32 Bank may ask for masking or unmasking data in EJ file as per requirement, Successful bidder will ensure such customization as per need of Bank & without any cost to Bank.
- 3.3.33 The software should be supportive to EJ agent of all Managed service provider in country (Like FIS, FSS, AGS, HITACHI, NCR, DIEBOLD, CMS, WRITER ETC.). If there is any compatibility issue than Successful bidder should provide the support including whitelisting of agent/software for installation of MS agent in machine for the contract period including AMC without any extra cost to Bank.
- 3.3.34 Bidder will provide the error reading document for customization of EJ reading process and will provide all support for any modification in Build as per Bank requirement without any cost to Bank during contract period including AMC period.
- 3.3.35 The bidder will ensure that the ATM machine has all the relevant security features such as it does not accept any mutilated/ torn/ zero value/ Lesser than the Face Value of currency notes. If it accepts the same at any time the Service Provider will compensate the Bank for any financial/reputational loss incurred on account of it. The machine should ensure the acceptance of fake notes as per RBI guidelines and insert the same in separate Bin with increase in respective counter related to forged/fake note. Successful bidder will ensure that no other counter should be updated with the deposit of forged/fake notes. There should be a separate counter for the forged/fake note with a functionality to identify the transaction number and other related information with printing facility.
- 3.3.36 Bidder should also ensure that ATM should meet all the security solutions as per RBI guidelines/other regulatory bodies/Government guidelines issued from time to time during the contract period without any cost to Bank irrespective whether it being minor or major modifications, Also compliance of security guidelines should be implemented within three month or RBI timelines whichever is earlier.
- 3.3.37 The bidder will extend full support to the bank in getting Reconciliation of Imprest entries adjusted on account of mis-reading of currency notes/unsuccessful transactions/ any other reason and ensure that the same is got adjusted within 15 days of reporting. If there is shortage of cash in the machine because of above reasons the bidder will investigate the same and inform the reason thereof or compensate the bank for any loss, within 15 days of reporting without any extra cost to Bank.
- 3.3.38 Preventive maintenance activity needs to be carried by successful bidder on quarterly basis for smooth functioning of ATM during the contract period including period of Warranty and AMC in addition to attending to calls for repairs/maintenance on free of cost basis. Bank may also fix certain activities for preventive maintenance such as:
Network IP change requirement.
Push screen manually.
Connection of EJ agent and terminal security software.
Any other maintenance activity / requirement of Bank shall be covered under preventive maintenance activity.
- 3.3.39 Bidder need to provide update /upgrade to Bank as soon as possible but not later than 30 days. If any deviation found or penalty charge by Regulatory authority over the Bank for such negligence of update/upgrade or any loss incurred to Bank due to such negligence ,will be passed to bidder.

- 3.3.40 If any upgrade is required in OS the bidder has to provide the same to the Bank without any cost for testing, UAT, Pilot or field rollout. If any license cost is there, Bank will bear the license cost only.
- 3.3.41 The successful bidder will be responsible for providing support to Bank Custodian/CRA/FLM and provide SLM services for ATM at various locations of the bank.
- 3.3.42 The successful Bidder shall provide at least four free visit in each calendar year during the entire contract period including AMC period for any activity that may be required to be performed which are not covered under the scope of Warranty, AMC and Preventive Maintenance and no visit charges shall be payable for the same. This four free visit to be undertaken shall be coordinated and monitored at HO ATM Cell level.
- 3.3.43 Any future requirements like cassette spacers which may be necessitated on account of recalibration and other similar activities that may be required to be performed on ATM on account of regulatory guidelines in future during the course of contract period shall be provided free of cost by the Bidder to the Bank.
- 3.3.44 Bidder should ensure encryption of all Hard disk that will be installed in the ATM without any extra cost.
- 3.3.45 The hard disk should be able to store the image data along with currency note number data for a period of at least 120 days. The image data should be retrievable remotely to address any dispute or as a response to police / regulatory authorities. The successful bidder will be responsible for providing image data as required by the Bank by retrieving from the machine physically within T+1 day of request of Bank without any additional cost to Bank. In the event of successful bidder failing to provide the image data as per bank's requirement the Bank shall levy penalty equivalent to the amount of disputed transaction plus penalties imposed by police/regulator /ombudsman court etc. (if any).
- 3.3.46 During Comprehensive Onsite Warranty and AMC period Bank will not pay any charges for Engineer's visit to site and any part replacement cost during Warranty Period except if the ATM and UPS part is physically damaged by miscreant, Fire and Natural Calamities.
- 3.3.47 Escalation matrix should be provided for all kinds of support, technical, resolving of the issues.
- 3.3.48 Spare Parts: The Successful bidder shall always make available the spare parts, components etc. for the systems for a minimum period of 7 years, during warranty and AMC period.
- 3.3.49 Consumables: Bank shall consider the following as consumables viz., Cartridges, Ribbons, Paper Rolls, etc. All other items should be covered under Warranty & AMC & shall delivered without additional cost to the Bank.
- 3.3.50 The Successful bidder must ensure before delivery that operating system is encrypted and hardened to block the services which are not required. Successful bidder has to provide comprehensive white listing solution to prevent the machine from any cyber-attack, intrusion, virus, worm, malware, Trojan any other malicious software or similar vulnerability known as on date as well as future emergence. The successful bidder to ensure timely updation of antivirus to safeguard the machine and its OS from any of above vulnerabilities without any extra cost. The successful bidder to ensure implementation of only essential services and the security to the satisfaction of Bank's IT Security team. In case of any deviation / vulnerability, successful bidder to revert back to system hardening, post blocking as specified by Bank at no extra cost to Bank within shortest possible time. ATM should be pre-installed with latest licensed Antivirus Solution ported with latest patches. Patches are to be updated during PMS activities/ auto updation on daily basis. If any loss to the bank due to not following the mentioned items, then the successful bidder undertakes to pay the amount of loss occurred to bank along with penalty if any levied within 7 days of incident happened or bill raised by bank whichever is earlier.
- 3.3.51 The Successful bidder should provide end to end solution and implementation, including server/switch application component (without any additional cost to the Bank) suitable for visually challenged persons (with audio support) for all above Cash Recycler in English, Hindi, Regional languages. ATM should have Voice Guidance flow enabled for the visually challenged along with Text to Speech, web extension services, EPP /functional keys based voice guidance support with internal speakers & jack. The Successful bidder should also participate in the testing and end to end

implementation and rollout without any additional cost to the Bank. The Successful bidder shall undertake complete end-to-end installation & operationalization of ATM including integration with switch. The cash recycler machine should include all features including Braille keyboards, FDks that supports visually, physically handicapped persons.

- 3.3.52 The successful bidder will have to provide minimum one test machine for the purpose of UAT and other testing purposes, without any extra cost to bank, including AMC. All upgrades/updates will also need to check on test machine before rollout to field.
- 3.3.53 The Bank proposes to connect ATM to its Switch. The successful bidder will take total responsibility for supplying, installation of ATM and making them operational with integration to switch within the schedules as mentioned for delivery and installation. It is the responsibility of the bidder to obtain necessary integration certification from ATM Switch/NPCI.
- 3.3.54 Successful bidder/s have to ensure that such compatibility must also be available with any other Switch that the Bank may go in the future, during the period of the contract including AMC with no additional cost to the bank. Successful bidder shall provide integration with the new switch without any extra cost to the bank. The schedule given by the bank will be obliged by the Successful bidder.
- 3.3.55 Successful bidder is required to submit one set of OEM's complete technical documentation in soft as well as hard copies to Head Office/Zonal office.
- 3.3.56 The Successful bidder should provide all the software and other utilities required for facilitating integration, interface with Multi-Vendor Software, Biometric, QR code Scanner, NFC / Contactless reader etc. for these ATM.
- 3.3.57 ATM must be EMV Chip Enabled at the time of installation. Further, the ATM should have capability ab-initio to support Biometric, QR Code/ Barcode Reader, Contactless Card Reader as required by the Bank in future. Successful bidder should supply necessary hardware & software and integrate with the bank switch for implementation of Biometric, QR Code/ Barcode Reader, NFC / Contactless Card Reader on free of cost basis.
- 3.3.58 Vendor to provide RD server license, support & integration free of cost to Bank for the contract period including AMC as mentioned below:
1. Integration with RD service provider
 2. Integration of RD with ATM application inconformity with ATM switch.
 3. License cost if any including RD maintenance without any additional cost.
- 3.3.59 In the event of OEM ceasing support to the existing operating system the successful bidder shall upgrade and install the latest higher version of operating system and all application software supporting the operating software for satisfactory function of ATM on all ATM deployed with no extra cost to Bank. The successful bidder shall also upgrade hardware required to support the higher version of operating system, at no additional cost to Bank.
- 3.3.60 ATM should have protection from Pests, Rats, rodents etc. starting from the date of delivery till the life of ATM. During the preventive maintenance reporting, vendor will submit the certificate along with the images that Rats mesh is present in the recycler. In case of non-submission of proof, Vendor will replace the CAA/BNA damaged part during the life of ATM in case of any loss due to Pests, Rats, rodents etc. Bank will not accept any claim for replacement of any part damaged by Pests, Rats, rodents etc.
- 3.3.61 Successful bidder has to ensure that the equipment delivered to the Bank are brand new (not refurbished), including all components and provide a letter signed by authorized signatory in this matter to Bank. The successful bidder should also ensure that all the software supplied by the successful bidder is licensed and legally purchased.
- 3.3.62 Successful bidder must warrant all machines/equipment, accessories, spare parts etc., against any manufacturing defects during the warranty period. During the warranty period Successful bidder shall maintain the equipment and repair / replace all the defective components at the installed site, at no additional charge to the Bank. The Successful bidder should replace the part, in case of requirement without any cost to Bank within maximum two working days.
- 3.3.63 It is the responsibility of the Successful Bidder to change/upgrade/customize the software and hardware supplied to Bank for ensuring the compliance to statutory/regulatory, RBI, IBA, NPCI and VISA/MasterCard requirements at no additional cost to the Bank.

- 3.3.64 All repairs and maintenance service described herein shall be performed by qualified maintenance engineers totally familiar with the machine /equipment.
- 3.3.65 Bidder should ensure that ATM provided to Bank should have Terminal Security Solution (TSS) implemented without any extra cost. If Bidder have already supplied machines to Bank, then same need to include in TSS solution to control all activities mention in point no 16 without any cost to Bank. Bidder will provide the FM (Functional Manager) support to Bank including hardware and software for implementation of TSS. Bidder will provide support for TSS from 8 AM to 10 PM. FM will sit at Bank Head office location (Gurugram). Bidder will ensure the alternate arrangement of bidder and make sure that support to Bank should be available for defined time i.e. all 365 days.
- 3.3.66 Bidder will upgrade the Operating System /Kernel version in future without additional cost of higher version during the contract period in case the existing version of the OS is declared end of support/ end of life and if Kernel version is not supportive to any application.
- 3.3.67 The Bidder will carry out the degROUTING and deinstallation activity of ATM in case of buyback of ATM, before installation of new ATM without any extra cost to Bank.
- 3.3.68 The Bidder will carry out the grouting and installation activity of ATM at all locations at their own cost for new delivery and installation.
- 3.3.69 Grouting: - "Moving / tilting of ATM for removing existing levelling screws. Drilling 12"-14" holes in the existing flooring using concrete drill bits and hammering metal sleeves in these holes. Repositioning the Cash Dispensers over the existing markings. Putting in anchor fasteners – min 10" long and min 12mm thick anchor fasteners with Y shaped at the bottom of the fastener (For hold strong the anchor fasteners with base), preferably of Fischer make. Applying resin adhesive (Araldite) over the finished bolt positions for improved bonding & Repairing broke tiles, if any".
- 3.3.70 Installation will be considered to be completed only after the grouting of machine and completion of following activities:
- Physical installation of ATM, UPS and Chemical Earthing.
 - Connection with Switch via Insert Switch IP/URL, port and loading of Terminal Master Keys (TMK) in co-ordination with branch/Circle office officials.
 - Collect EJ docket number via loading EJ pulling agent, Enabling Electronic Journal log and content distribution etc.
 - Confirmation of successful TSS connection via insert TSS server IP and port.
- 3.3.71 The successful bidder will ensure that if any cassette goes faulty / out of cash then other set of cassette and other operation should be functional as usual.
- 3.3.72 If any particular machine is frequently becoming out of order for technical reasons for more than three times in a month and for two consecutive months, the Bank may ask the vendor to replace the machine and vendor should replace the machine with another new machine at no extra cost to the Bank also if faulty machine is delivered.
- 3.3.73 The Successful bidder shall get the infrastructure viz. earthing, power cabling, data cabling, access lock etc. at the site examined in coordination with the Branch/ Circle office to ensure that the same are structured and proper for installation of BNA. The Successful bidder should follow stringent guidelines and best industry practices to protect the systems from unauthorized access and wire-tapping.
- 3.3.74 The Successful bidder will provide the one SPOC with Laptop at Head office. Such SPOC will be responsible for put up all the progress of order, delivery, installation, payments and monitor with resolution of SLM calls logged with OEM. Successful bidder will also ensure to participate in monthly Circle & Zonal Steering committee meeting of each circle and zone, as and when called by the respective offices.
- 3.3.75 If Bank provides new certificate for TLS or any other application & system software than bidder, bidder will install the same either in existing build or create new build at no extra cost to Bank.

- 3.3.76 The successful bidder provide ATM application and its component must be bug free & certificate of bug free software need to provide to Bank.
- 3.3.77 The successful bidder will ensure implementation of NFC, UPI, QR CODE, MACing, Biometric authentication, TLS and updating their respective patches and version from time to time including Operating system and Antivirus. Bidder is responsible for development & deployment of patches related to upgrade & updates for NFC, UPI, QR CODE, MACing, Biometric authentication, TLS for pushing the patches centrally (without any cost to Bank) and in case centrally pushing does not happen (for all set of machines or for some specific machines), Bidder will deploy these patches by field visit without any cost to Bank. Bidder is responsible for development & deployment of all these patches during the contract period without any cost to Bank. If build is required to be created due to upgradation/replacement of any patch or application then Bidder will deploy the build in machines without any cost to Bank.
- 3.3.78 The Reserve Bank of India has been issuing guidelines on security measures from time to time and to quote few of the latest control measures but not limited to is mentioned below:
- a) RBI/2018-19/214 DCM (Plg.)No.2968/10.25.007/2018-19 dated 14.06.2019.
 - b) RBI/2017-18/162 DCM (Plg.) No. 3641/10.25.007/2017-18 dated 12.04.2018.
 - c) RBI/2017-18/206 DBS(CO).CSITE/BC.5/31.01.015/2017-18 21.06.2018.
 - d) RBI Advisory: 1/2021 Dated: April 10, 2021

Bidder must ensure the compliance of above guidelines.

(The above list is only illustrative and not exhaustive)

3.4 Procurement of ATM under Buy-Back of Old/Damaged/ Vandalized ATM:

- 3.4.1 Bidder also proposes to replace old, obsolete and damaged ATM which are beyond repair under Category 2 of ATM Procurement in this tender process. Under the commercial bid format (Annexure 7 Table 3), Commercial bid is invited for quoting rates for disposal of our existing old ATM (of any make) which may be in working/non-working condition at various locations of our Bank and which are more than 7 years old or which are damaged/ vandalized beyond repair. The approximate number of such ATM in the Bank is 297.
- 3.4.2 The rates are to be offered under the buy-back arrangement on "as is where is basis". The quotation should be uniform for the buy-back of ATM all across geographical locations / types of locations/ATM make. All expenditure related to transportation, de-installation, de-grouting (if required) etc. will be borne by the vendor under the buy-back of an old ATM.
- 3.4.3 The buy-back will be done against fresh purchase order of a new ATM by the purchaser which may be installed at the same or any other locations. Buy-back of the machine would involve replacement of the old machine with a new machine of the vendor. Vendor will have to bear all related cost in the process including transportation, de-installation and de-grouting (if required).
- 3.4.4 The Bank will raise invoice for Buy back of old machine. Vendors to quote buyback price accordingly.
- 3.4.5 Orders for the ATM/ under the buy-back scheme may not be placed in bulk and shall be placed periodically as per requirement of the Purchaser and at its discretion during the rate contract period.
- 3.4.6 The Vendor must give an undertaking that disposal Method of ATM should comply E-Waste Management & Handling Rules issued by Ministry of Environment and Forest and other Govt. Agencies.
- 3.4.7 Bank at its discretion may hold back workable parts or consumables viz. PINPAD, HARD DISK, CARD READER, CASSETTES, SMPS, OTC Locks or any other parts as desired from the old ATM being handed over under Buyback. The bidder shall provide the above consumable parts to Bank without any conditions whatsoever.

Commercial Rates offered to the Bank for disposal of such old/damaged/vandalized ATM are to be quoted strictly in Annexure 7 Table 3.

CHAPTER – 4

PENALTIES

4.1 Penalty for delay in Delivery

The system is to be delivered within stipulated time from the date of order:-

- i. For this purpose, delivery means delivery of all the ordered equipment including interface cables at the site along with the set of document/ATMs / on operational use of the equipment, one set of ATM ROMS/DVD containing the original system software and all the relevant documentation of the system add on utilities as specified in the orders.
- ii. If the bidder fails to deliver any or all goods or perform services within stipulated time schedule, the purchaser shall, without prejudice to its other remedies under the rate contract, deduct penalty at the rate of 1% of the order / invoice value of undelivered equipment / system for per week of delay, as late delivery charges until actual delivery of the equipment subject to a maximum of 20% of the order value. The Penalty will be charged on order value for the items for which delivery is delayed.
- iii. The Bank is entitled to withhold (deduct) from the purchase price or any other amount, which is due to bidder/supplier from the contract.
- iv. The Bank reserves the right to cancel the order in case complete delivery/services are not affected within the stipulated time.

4.2 Penalty for delay in Installation

Penalty will be charged @ 1% of order value per day delay in installation, subject to maximum 20% of order value of uninstalled items (out of total order value), which will be over & above the late delivery charges. If installation is delay due to Bank dependency and acceptable to the Bank, then no penalty will be levied.

4.3 Penalty for Downtime

Bidder has to guarantee minimum uptime of 98.5% quarterly during services period (warranty & AMC). For this purpose total elapsed time between receiving the break down message (over telephone or otherwise) and making the system functional or providing standby machine, will be treated as down time. It will be calculated on quarterly basis per equipment. Bank will charge penalty in case of not meeting the uptime requirements.

Vendor to ensure generation of ticket over toll free number and email dedicated for PSB only. Uptime provided by the FLM vendor will be considered for penalty calculation.

During the warranty period, for every fall of 1% up-time, charges will be deducted @ 1% of the cost of item (ATM /UPS) subject to maximum 10% of the price of each item.

During the AMC period, for every fall of 1% up-time, charges will be deducted @ 1% of the cost of AMC amount of item (ATM /UPS) subject to maximum 50% of the AMC amount of the item (ATM /UPS) for the quarter.

For this purpose, total elapsed time between receiving the breakdown message (over telephone or otherwise) and making the system functional or providing a standby machine will be treated as downtime. Down time provided by the Banks MS vendor will be considered for penalty calculation.

4.3.1 Recovery of Penalty:

- (I) During warranty Period:** Amount of penalty will be recovered from vendor, on demand from Bank. The vendor undertakes to pay the penalty amount as prescribed by the Bank. Bank reserve the right to invoke the Bank Guarantee for recovering the penalty amount.
- (II) During AMC Period:** Amount of penalty as per above clauses will be recovered/adjusted while making payment of the next renewal of AMC for ATM /UPS. In case of non-renewal of AMC, vendor will submit a unconditional undertaking to pay the pending penalty amount or damages immediately after demand from PSB.

The Bank reserves the right to recover the penalty amount by any mode such as adjusting from any payments to be made by the Bank to the Bidder.

CHAPTER-5 ANNEXURES

ANNEXURE I –Tender Covering Letter

The Assistant General Manager – IT
Punjab & Sind Bank,
HO ATM Cell, IT Department,
Institutional Plot No. 151,
Sector 44, Gurugram

Dear Sir,

Sub: Request for proposal (RFP) for Supply, Installation, Commissioning and Maintenance of ATMs (including UPS and Chemical Earthing) under Rate Contract for three Years – **Tender Ref No _____ dated _____ .**

With reference to above RFP, having examined and understood the instructions including all Annexures, terms and conditions forming part of the Bid, we hereby enclose our offer for Supply, Installation, Commissioning and Maintenance of ATMs, UPS and Chemical Earthing forming Technical as well as Commercial Bids being parts of the above referred Bid.

Further, we agree to abide by the terms and conditions of this tender and our offer shall remain valid for 180 days from the date of Commercial bid opening and our offer shall remain binding upon us which may be accepted by the Bank any time before expiry of 180 days.

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.

In the event of our selection by the Bank for Supply, Installation, Commissioning and Maintenance of ATMs (including UPS and Chemical Earthing), we will submit a Performance Guarantee for a sum equivalent to 3 % of the total cost of ownership for the due performance of the contract valid for 42 months (i.e., 36 months PLUS 6 months claim period) in favour of the Bank. It will be submitted centrally at HO ATM Cell within 15 days from the date of acceptance of the order or signing of the contract whichever is earlier.

Before expiry of the above mentioned PBG submitted for total cost of the ATM (Including UPS and Chemical Earthing), we will submit fresh Bank guarantee covering 3% amount of Annual maintenance contract valid for a period of 84 months and a Claim period of one year after expiry of validity period as per purchase order (in the ratio 60:40).

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive. We also certify that we are not blacklisted / banned by any Public sector Bank/PSU/GOI Department at the time of bid submission and also not under a Declaration of Ineligibility for Corrupt or Fraudulent Practices with any of the Government or Public Sector Units.

Dated this ____ day of _____ , 2022

Signature: (In the Capacity of)

ANNEXURE 2

MINIMUM ELIGIBILITY CRITERIA (for all categories)

Sr. No	Eligibility Criteria	Complied (Yes/No)	Documentary proof attached (Yes/No)
EC-1	The bidder should be a registered corporate in India registered under the Companies Act,1956/2013 or Government Organization/Public Sector Undertaking/Private Sector Enterprise or a limited Company under Indian Laws or /and an autonomous Institution approved by Govt. of India/Reserve Bank of India.		
EC-2	<p>The bidder should be the Original Equipment Manufacturer (OEM) of ATM / ATM or their Authorized representative in India.</p> <p>OEM can quote through a single channel partner/ system integrator/ franchisee. OEM or their channel partner/ system integrator/ franchisee can only participate, if the above mentioned criteria is met. But both should not participate otherwise both will be disqualified and their offers will be rejected.</p> <p>In case any of the bidder/ OEM are in the process of merger/ takeover/ amalgamation in India during the tendering process which have a conflict of interest, only one bid shall be submitted.</p>		
EC-3	The bidder should have national presence and should be engaged in the Supply, Installation, Commissioning and Maintenance of ATM in India during at least last three financial years.		
EC-4	<p>i)The bidder should have a Minimum Annual Turnover of Rs.25 Crores from ATM supply & maintenance business from Indian operations during the last three (3) Financial Years as per the Audited Financial Statements years (i.e., 2018-19, 2019-20 and 2020-21) as on date of bid submission.</p> <p>This must be individual Company Turnover and not of any Group of Companies.</p>		
EC-5	<p>The bidder should have Positive Net-worth in last three Financial Years (i.e., 2018-19, 2019-20 and 2020-21)</p> <p><u>This must be the individual Company's Net worth and not that of any Group of Companies.</u></p>		
EC-6	The bidder should have supplied and installed a minimum of 500 ATM / ATM in India to at least two Public Sector Banks / Private Sector Banks/ Financial Institutions / Government Organizations during last two financial years. (i.e. 2019-20 and 2020-21)		
EC-7	The bidder should have network of service centers PAN India (Metro, Urban and Semi Urban) including Centers where Bank's Zonal Offices situated as per Annexure 18 .		
EC-8	The offered Make & Model of ATM/ ATM should have been successfully installed and commissioned with complete functionalities under Base 24 EPS and similar compatible ATM Switch.		

EC-9	Bidder should have Complaint Monitoring System in place with Toll Free number(s) and e-Mail system for call logging.		
EC-10	Vendor to submit ISO Certificate for manufacturing process for the production unit/facility of the ATM / ATM being offered in the bid. If the production unit is outside of India, it should meet equivalent International Standards.		
EC-11	The Vendor must give an undertaking that their ATM/ ATM Disposal Method complies with E-Waste Management & Handling Rules issued by Ministry of Environment and Forest and Other Govt. Agencies.		
EC-12	Proposed ATM /ATM Application should be PCI PA-DSS and EMV compliant.		
EC-13	UPS to be supplied should be BIS & ISO Certified and bidder should have supplied at least 250 UPS of same Make and Model during last two years (i.e. 2018-19 & 2019-20). The offered Make & Model of UPS should have been successfully supplied to at least two (2) Public Sector Banks of India.		
EC-14	The bidder should be Authorized representative for UPS original manufacturer (OEM) in India.		
EC-15	Fully EMV compliant Hardware and Software supplied by the bidder should conform to and support all NPCI, RBI, IBA, Card Associations requirements for EMV Chip and PIN processing and associated security guidelines.		
EC-16	The bidder should have digital certificate or agree to have the same for participation in Online Reverse Auction. 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.		
EC-17	<u>Micro, Small & Medium Enterprises (MSME):</u> Procurement of Services through MSMEs will be done as per the policy guidelines issued by Ministry of Micro, Small and Medium Enterprises (MSME), GOI from time to time. MSMEs registered under the SPRS (Single Point Registration Scheme) of NSIC and complying with all the guidelines thereunder as well as those issued by GOI from time to time shall be eligible. MSMEs meeting all the eligibility criteria laid down in this RFP will be eligible to bid for this RFP.		
EC-18	The bidder should not be from a country which shares a land border with India unless the bidder is registered with the Competent Authority (as detailed in Office memorandum- F.No.6/18/2019-PPD of Dept. of Expenditure, Ministry of Finance). Bidder from a country which shares land border with India means: a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or		

	<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 of joint venture falls under any of the above.</p>		
EC-19	The bidder should not be involved in any legal case that may affect the solvency / existence of firm or in any other way affect the bidder's capability to provide / continue the services to Bank.(If found incorrect, Bank may blacklist the bidder/invoke the EMD).		
EC-20	All bidders must sign the Non-Disclosure Agreement (NDA) and Integrity Pact while submitting the response to the Request for proposal (RFP). Bidders must comply with all clauses mentioned in the NDA and Integrity Pact. No changes to the NDA and Integrity Pact are allowed. The NDA and Integrity Pact 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 & Integrity Pact) must sign both these documents.		
EC-21	<p>The bidder should not have been blacklisted or put in the negative list by any Government Department / PSU/ Banks / RBI /Indian Banks Association (IBA) during the last three years and the said disability should not be in force as on date of this tender.</p> <p>Also, the bidder shall not be under a Declaration of Ineligibility for Corrupt or Fraudulent Practices with any of the Government or Public Sector Units.</p> <p>If a bidder chooses not to disclose any such issue and the same comes to Bank's notice at a later date, the Bank will be free to revoke any contract entered with the bidder and invoke Bank Guarantee at its discretion.</p>		
EC-22	The bidder should not have filed for Bankruptcy in India at the time of bid submission.		

Signature

Seal of Company

Annexure 3 – Bidder's Information

The Assistant General Manager – IT
Punjab & Sind Bank,
HO ATM Cell, IT Department,
Institutional Plot No. 151,
Sector 44, Gurugram

Sir,

Rag: Request for proposal (RFP) for Supply, Installation, Commissioning and Maintenance of ATMs Dispensers (ATMs) (including UPS and Chemical Earthing) under Rate Contract for three Years - **Tender Ref No** _____ **dated** _____ .

With reference to RFP No _____ dated _____
(Read with its Addendums/Corrigendum/Amendments), we hereby submit necessary information hereunder:-

1.	Name & address of the Company with direct phone numbers			
2.	Name of the company			
3.	Registration No. and date of establishment			
4.	Website Address			
5.	Email Address			
6.	Details of : a) Description of business and business background -No. of ATMs supplied, installed and Commissioned till date. b) Service Profile & client profile. -Names of Scheduled commercial Banks/ Banks for whom ATMs are supplied. c) Domestic & International presence Alliance and joint ventures d) No. of staff members			
7.	Detail of Tender Fee and Earnest Money Deposited.			
8.	Figures for last 3 years (in Crores with two decimal):-	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>
	Annual Turnover	_____		_____
	Profit			
	Net worth			

9	GSTN No.	
10	Income Tax PAN No.	
11	Trade Identification No. (TIN) for VAT	
12	Trade Identification No.(TIN) for CST	
13	GST Identification Number & Certificate	
14	Details of similar assignments executed by the bidder (Name of the Bank, time taken for execution of the assignment and documentary proofs from the Bank are to be furnished)	
15	Previous Assignments with the Punjab & Sind Bank, if any, during the last five years	Assignment Year ----- ----- -----
16	If Assignments done (as per Column 15) with Punjab & Sind Bank, whether Satisfactory Performance Letter is attached with the Bid.	Yes / No
17	Details of inputs required by the bidder to execute the agreement	
18	Details of the bidder's proposed Methodology / approach for carrying out the ATMs supply, installation and commissioning (including UPS and chemical earthing) with specific reference to the scope of work.	

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.
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. If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
4. The Bank may accept or entrust the entire work to one Bidder or divide the work to more than one bidders without assigning any reason or giving any explanation whatsoever and the Bank's decision in this regard shall be final and binding on us. Bidder means the vendor who is decided and declared so after examination of commercial bids.
5. We assure to comply with the hardware configuration, that will be original, no duplicate or old/used parts will be supplied. Software licenses numbers will be provided and will be genuine.
6. We undertake that the ATMs and UPSs offered will be configured with valid Original components only of the same brand.

7. We undertake to give a service commitment along with availability of spare parts for at least SEVEN years.
8. We undertake that Components will have to be installed at respective sites/branches. Proper service/support centre(s) will be provided by our qualified service engineers and wherever found necessary service/support will be set-up in close proximity to these branches.
9. In view of the critically of the application, the equipment(s) at any time will be kept by us in efficient running condition. Immediate replacement of defective parts will be done with a view to ensuring 98.5% uptime of the ATM /ATM and UPS.
10. Quarterly Preventive Maintenance (QPM) will be carried out during the warranty period and such QPM Report shall be delivered to the branch.
11. We understand that 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.
12. We undertake to give a service commitment.
13. I/ We do not have any conflict of interest as mentioned in the RFP document.
14. 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.
15. Vendor give an undertaking that the ATMss and supplied by them under this RFP / Contract shall conform to and support all RBI/ MOF/ NPCI /Statutory body requirements for EMV chip and PIN processing and associated security guidelines / control measures.
16. We undertake proper service(s) /support will be provided by our qualified service engineers and wherever found necessary service/support will be set-up in close proximity to the branches.
17. 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.
18. Bidder means the vendor who is decided and declared so after reverse auction process.
19. If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.

Name of person Authorized to sign	
Mobile No.	
Email	

Date:

Place :

Official Stamp: **SIGNATURE OF AUTHORISED SIGNATORY**

ANNEXURE – 4

ACCEPTANCE / COMPLIANCE CERTIFICATE

All Terms and Conditions including Scope of Work (except Technical Specifications)

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

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 this Tender conform to the specifications stipulated by you in Scope of Work and Annexure – 12 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 – 5

AUDITED FINANCIAL RESULTS CERTIFICATE
(To be provided by Chartered Accountant/Statutory Auditor)

This is to certify that M/s _____, a company incorporated under the companies act, 1956 / 2013 with its headquarters at _____ is having more than Rs.25 Crore Annual Turnover from the ATMs Supply , Commissioning and Maintenance business in India during the last three years and is having Positive Net Worth in the last three Financial Years.

Sr. No.	Year	Annual Turnover from the ATMs Supply , Commissioning and Maintenance business in India (in Cr)	Net Worth (in Cr)
1	FY 2018-19		
2	FY 2019-20		
3	FY 2020-21		

Date:

Signature of CA/Statutory Auditor
Name of CA/Statutory Auditor:
Designation:
Seal of Company

ANNEXURE – 6

DETAIL OF PERFORMANCE DURING LAST 3 YEARS

NAME OF BIDDER: _____

Order Placed by (Full Address of Purchaser)	Order No. and Date	Description and Quantity of ordered Equipment (ATM /UPS)	Value of Order	Date of Completion		Remark (reason for late delivery)	Performance of equipment (Attach certificate from customer)
				As per contract	Actual		

Signature and Seal of Bidder

ANNEXURE – 7

Format for Commercial Bid

Table 1:

S.No.	Items	Unit Price (INR) (A)	Quantity (B)	Total Price (INR) C=(A)x(B)
1	Cost of ATM with One year warranty with OTC lock as per specifications given in Annexure-12		103	
2	Cost of ATM with One year warranty without OTC lock as per specifications given in Annexure-12		103	
3	Cost of ATM with One year warranty as per specifications given in Annexure-12 with Buyback of old ATM/ATM		297	
4	Cost of AMC of ATM for 6 years after One year warranty period as per Table 2. Mention the percentage of AMC rate.		400	
5	Cost of UPS including batteries with One year warranty of UPS & two years warranty of batteries as per specifications given in Annexure-15		400	
6	Cost of Annual AMC of UPS (excluding batteries) for 6 years after One year warranty period as per Table 4. Mention the percentage of AMC rate.		400	
7	Cost of Chemical Earthing with maintenance of 7 years		400	
8	Cost of TSS Servers(including Software applications/Hardware) to be installed by the Bidder at Bank's Data Centre (DC) and Data Recovery Site (DRS)		2 (1 for DC and 1 for DR)	
9	ATS/AMC for TSS Server (including Software applications/Hardware) installed at Bank's DC & DR for 7 years (during 1 year warranty period and 6 years of AMC)		2 (each for DC & DR)	
10	Total Cost of the Optional / Spare parts as per Table - 6	N.A	Total of Table-6	
TOTAL COST FOR DETERMINATION OF L1 BIDDER		N.A	N.A	

Table 2: Annual Maintenance Charges for ATM (Subject to Maximum Limit of AMC clause)

	Year-1	Year -2	Year-3	Year-4	Year- 5	Year -6	Amount (in Rs.)
1. FOR ATM							
ATM as per specifications - Annexure-12							
TOTAL COST OF AMC FOR ATM FOR 6 YEARS							

Table 3: Bank will raise invoice for the Buy back machines as per GST guidelines as follows.

Vendor	Unit Price (In Rs.)	GST @	Total (In Rs.)

Table 4: Annual Maintenance Charges for UPS (Subject to Maximum Limit of AMC clause)

	Year-1	Year -2	Year-3	Year- 4	Year- 5	Year - 6	Amount (in Rs.)
1. FOR UPS							
UPS as per specifications - Annexure-15							
	TOTAL COST OF AMC FOR UPS FOR 6 YEARS						

Table 5 : Rates for Optional items for ATMs & UPS (Per Unit Cost or as applicable to one ATM /UPS):

Sr. No.	Particulars	Unit Price (INR)	Quantity	Total Price (INR)
		(A)	(B)	C=(A) x B)
1	Currency Cassette – Secure with lock & key		Each	
2	Dispenser Unit		Each	
3	Stacker Unit		Each	
4	1 TB SATA/e-SATA Hard Disk		Each	
5	Hybrid DIP Smart Card reader with EMV Certification		Each	
6	15" LATM Monitor or higher Touch Screen Display with private filter and multilingual support		Each	
7	PC Core mother board		Each	
8	SMPS Unit		Each	
9	Fascia		Each	
10	EPP		Each	
11.	Hood Door Lock & Key		Each	
12	Divert /Reject Cassette		Each	
13	Receipt Printer		Each	
14	Receipt Printer Head		Each	
15	Journal Printer with installation and configuration		Each	
16	Journal Printer Head with installation and configuration		Each	
17	Dual Combination Electronic chest lock with OTC (S & G/ KABA make/Perto)		Each	
18	Presenter		Each	
19	Two high Double Pick Module without cassette		Each	

20.	Shutter assembly		Each	
21.	Harness		Each	
22.	Stacker module		Each	
23.	8 GB RAM		Each	
24.	Fascia Lock		Each	
25.	One Visit Charges of Engineer (Rates are for one visit only it is negotiable for bulk activities)		Each	
26.	Chest Door cutting Charges / Safe Vault Breaking Charges		Each	
27.	Grouting Cost "Moving/tilting of machine for removing existing leveling screws. Drilling 8"-10" holes in the existing flooring using concrete drill bits. Hammering metal sleeves in these holes. Repositioning the machines over the existing markings. Putting in Anchor fasteners - min. 6" long anchor fasteners, preferably of Fischer make. Applying resin adhesive (Araldite) over the finished bolt positions for improved bonding & Repairing broke tiles, if any".		Each	
28.	De-Grouting of ATM Cost		Each	
29.	Training Cost of ATM – per day cost for on-site training & hand holding support per ATM to branch and customers.		Each	
30.	Shifting of ATM within same premises with de-installation and reinstallation including de-grouting & grouting		Each	
31.	Shifting of ATM within same City (Intra-city) with de-installation and re-installation including de-grouting & grouting		Each	
32.	Shifting of ATM within inter City within same State with de-installation and re-installation including de-grouting & grouting		Each	
33.	Shifting of ATM from one State to other State (Inter State) with de-installation and reinstallation including de-grouting & grouting		Each	
34.	Cost of Biometric Solution (Annexure-12, Point No 15) along with hardware, software and solution implementation including future up-gradations.		Each	
35.	Cost of EMV Solution (Annexure-12, Point No 18) along with hardware, software and solution implementation including future up-gradations.		Each	
36.	Cost of AADHAR Solution (Annexure-12, Point No 19) along with hardware, software, and solution implementation including future up-gradations.		Each	
37.	Cost of VISUAL IMPAIRED Solution (Annexure-12, Point No 20) along with hardware, software and solution implementation including future upgradations.		Each	
38.	Anti Skimming Device with technology, integration and implementation along with full functionality as per Annexure –12		Each	

39	Soft Keys/FDK		Each	
40	Servo stabilizer to cater a load of ATM with UPS		Each	
41	Presenter Module		Each	
42	ATM Internal camera (Video Surveillance System)		Each	
43	Safe Lock Battery		Each	
44	Upgradation of ATM at a future date for enabling transactions through Contact less cards or NFC cards which only needed to be waved close to the reader and enter PIN to operate, so that it act as deterrent against any kind of skimming where data from the card is copied and misused		Each	
45	Safe door		Each	
46	Hood door		Each	
47	Chest Door with Mechanism		Each	
48	Hood lock with hinges		Each	
49	RP/JP Tray with railing		Each	
50	Power Manager board or equivalent spare		Each	
51	One set of batteries of UPS with 4 hrs backup with minimum VAH of 7200 for the quoted UPS		One set of all batteries	

The rates for the following optional / spare parts must also be quoted separately on Table – 6 as below. The Total cost of the optional / spare parts as per Table – 6 will be added to the Rates quoted in the Commercial Bid on Table – 1 of Annexure - 7 for arriving at the Total Cost of the L1 Bidder.

Table – 6:

Sr. No.	Particulars	Unit Price (INR) (A)
1	Currency Cassette – Secure with lock & key	
2	Hybrid DIP Smart Card reader with EMV Certification and Anti-Skimming Device & Solution	
3	15” LATM Monitor or higher Touch Screen Display with private filter and multilingual support	
4	EPP	
5	Dual Combination Electronic chest lock with OTC (S & G/ KABA make)	
6	One Visit Charges of Engineer (Rates are for one visit only it is negotiable for bulk activities)	
7	Chest Door cutting Charges / Safe Vault Breaking Charges	
8	Grouting Cost “Moving/tilting of machine for removing existing levelling screws. Drilling 8”-10” holes in the existing flooring using concrete drill bits. Hammering metal sleeves in these holes. Repositioning the machines over the existing markings. Putting in Anchor fasteners - min. 6” long anchor fasteners, preferably of Fischer make. Applying resin adhesive (Araldite) over	

	the finished bolt positions for improved bonding & Repairing broke tiles, if any”.	
9	De-Grouting of ATM Cost	
10	Shifting of ATM within same premises with de-installation and reinstallation (excluding Grouting & De-grouting)	
11	Shifting of ATM within same City (Intra-city) with de-installation and re-installation (excluding Grouting & De-grouting)	
12	Shifting of ATM within Inter City within same State with de-installation and re-installation (excluding Grouting & De-grouting)	
13	Shifting of ATM from one State to other State (Inter State) with de-installation and reinstallation (excluding Grouting & De-grouting)	
	Total Cost of Optional / Spare parts (The Total Cost of Optional / Spare parts must be reported in S.No.7 of Table-1)	

Note :

1. The price should be quoted for the item as per the technical specification given Annexure-12
2. The quoted prices should be in Indian Rupees only and inclusive of all Taxes, Statuary levies (duties/insurance/freight etc.) except Sales Tax (CST/LST)/Service Tax/GST/VAT/WCT/any Cess levied on service tax (or any other taxes that may be levied by government during the rate contract period in lieu of these taxes), Octroi /Entry Tax /Road Entry Permit charges which will be paid on actual basis on production of paid receipt to the Bank.
3. AMC for ATM /UPS will start after expiry of warranty and warranty will start from the date of installation and acceptance of Hardware.
4. AMC Rate for hardware items (%) -The AMC rate for ATM /UPS should not be more than 7% and the bidder shall be required to quote the rate applicable for 6 years after the expiry of warranty period of One year.
5. Bidders must quote for all the items of Table-1, Table-2, Table-3, Table-4, Table-5 and Table-6 of Annexure-7 required by the Bank. If the rate of any of the items is not quoted, bid will be rejected summarily as non-responsive. Please incorporate the item in commercial proposal strictly as per Technical offer only.
6. Multiplication Factor is not indicative of any estimated/tentative quantity to be purchased by the Bank.
7. Bank's discretion to purchase the UPS batteries from the selected bidder/Vendor.
8. Bank may procure the UPS batteries from the open market and bidder/Vendor has to assist/replace UPS batteries without any additional cost to the Bank.
9. The Purchaser reserves its right to disqualify any offer made with AMC rate of 3% or less of the purchase value of unit cost of ATM and UPS mentioned in table-1 as unrealistic.
10. The rates for above items/ accessories/ spares/ services (if lower than existing price) would be applicable to Bank's existing ATMs/ATMs and also irrespective of their date of procurement.
11. Bank will place order for required number of parts/service based on the requirement and vendor has to execute the same as and when necessary. Rates should include installation charges. No additional call charges or labour charges are payable when spares are replaced or service given. Sales tax/WCT/GST/ VAT/service tax/octroi/entry tax/any other tax in lieu of this, will be extra on actuals at applicable rates.

For _____
(Authorised Signatory)

Place:

Name:

Date:

Designation:

Contact phone No/email id:

Office Seal

Signature

Seal of Company

ANNEXURE – 8

CHECK – LIST FOR TECHNICAL AND COMMERCIAL BID SUBMISSION

TECHNICAL BID

S. No.	Document	Attached with Bid (Y/N)	Page Numbers	
			From	To
1	Index of contents			
2	Authorization letter / Power of Attorney authorizing the Signatory of the bid to sign the bid, interact with the Bank for all sorts of communication as well as appearing in for any subsequent meetings, sign Agreement/Contract with the Bank on behalf of the Company.			
3	Copy of Certificate of Incorporation / Certificate of Commencement of Business issued by the Registrar of Companies.			
4	Details of Participation Fee paid online be submitted viz., UTR No., Date and Amount etc.			
5	Undertaking from Company Secretary certifying that all the components, parts, assembly etc. used inside the Company products / hardware are new and original.			
6	ISO Certification document.			
7	Tender Covering Letter as per Annexure –1			
8	Compliance to Minimum Eligibility Criteria as per Annexure-2 (please ensure that all related supporting documents to Minimum Eligibility Criteria are attached)			
9	Bidder's Information as per Annexure - 3			
10	Acceptance of the terms and conditions of RFP and Technical Specifications (Compliance Certificate as per Annexure - 4)			
11	Copies of Audited Balance Sheet and Profit & Loss account for the FY 2018-19, 2019-20 & 2020-21 and Certificate from Company's Chartered Accountant / Statutory Auditor on Annexure -5 .			
12	Details of Performance during last three years as per Annexure - 6			
13	Check list for Technical and Commercial Bid as per Annexure - 7			
14	Check list for Technical and Commercial bid submission Annexure - 8			
15	Bid Earnest Money in the form of Bank Guarantee as per Annexure - 9			
16	Bid submission forwarding letter as per Annexure - 10			
17	Factor for calculation of Uptime for ATM / ATM as per Annexure - 11			
18	Technical Offer indicating compliance to the Bank's requirement as per Technical Specification. Technical Specification for ATM/ ATM as per Annexure -12			
19	Solution for Visually Impaired Persons as per Annexure-13			
20	Minimum specification required for Maintenance free Chemical Earthing with 7 year maintenance as per Annexure – 14			
21	Technical Specification for UPS for 2 KVA with 4 Hours back up – Annexure – 15			
22	Pre Contract Integrity Pact as per Annexure – 16			
23	Non-Disclosure Agreement as per Annexure – 17			
24	List of Zonal Offices of PSB Annexure - 18			
25	Format of Performance Bank Guarantee Annexure - 19			
26	Authorization letter from OEM – Annexure – 20			
			Page	

S.No.	Document	Attached with Bid (Y/N)	Numbers	
			From	To
27	Experience / Performance Certificate Annexure – 21			
28	Service Support Centers Details as per Annexure – 22			
29	Undertaking for Non-black listed on Annexure -23			
30	Pre-bid queries format on Annexure-24			
31	Certificate for Local Content Annexure-25			

COMMERCIAL BID

S.No.	Document	Attached with Bid (Y/N)
1	Commercial Bid as per Annexure- 7 In separate sealed envelope duly labelled as mentioned in the RFP.	

Signature

Seal of Company

PUNJAB & SIND BANK

ANNEXURE – 9

Proforma of Bank Guarantee for Earnest Money Deposit
(To be stamped in accordance with stamp act)

Ref: Bank Guarantee # _____

Date : _____

The Assistant General Manager - IT
Punjab & Sind Bank,
HO ATM Cell, IT Department,
Institutional Plot No. 151,
Sector 44, Gurugram

Dear Sir,

In accordance with your bid reference No. _____ Dated _____ M/s _____ having its registered office at _____ herein after called "bidder" wishes to participate in the said bid Request for proposal (RFP) for Supply, Installation, Commissioning and Maintenance of ATMs (ATMs) and (including UPS and Chemical Earthing) under Rate Contract for three years **Tender Ref No. _____ dated _____**. An irrevocable Financial Bank Guarantee (issued by a Nationalized /Scheduled Commercial Bank) against Earnest Money Deposit amounting to Rs. _____ (Rs. _____) valid up to _____ is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the bid document. M/s _____ having its registered office at _____ has undertaken in pursuance of their offer to Punjab & Sind Bank (hereinafter called as the beneficiary) dated _____ has expressed its intention to participate in the said bid and in terms thereof has approached us and requested us _____ (Name of Bank) _____ (Address of Bank) to issue an irrevocable financial Bank Guarantee against Earnest Money Deposit (EMD) amounting to Rs _____ (Rupees _____) valid up to _____. We, the _____ (Name of Bank) _____ (Address of Bank) having our Head office at _____ therefore Guarantee and undertake to pay immediately on first written demand by Punjab & Sind, the amount Rs. _____ (Rupees _____) without any reservation, protest, demur and recourse in case the bidder fails to comply with any condition of the bid or any violation against the terms of the bid, without the beneficiary needing to prove or demonstrate reasons for its such demand. Any such demand made by said beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder. This guarantee shall be irrevocable and shall remain valid up to _____. If any further extension of this Guarantee is required, the same shall be extended to such required period on receiving instructions in writing, from Punjab & Sind Bank, on whose behalf guarantee is issued. "Not withstanding anything contained herein above our liability under this bank guarantee shall not exceed Rs. _____ (Rupees _____).

This bank guarantee shall be valid up to _____. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand, on or before _____ before 14.30 hours (Indian Standard Time) where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us." In witness whereof the Bank, through its authorized officer has set its hand stamped on this _____ Day of _____ 2022 at _____

Name of signatory
Designation

Bank Common Seal

ANNEXURE - 10

The Assistant General Manager - IT
Punjab & Sind Bank,
HO ATM Cell, IT Department,
Institutional Plot No. 151,
Sector 44, Gurugram.

Dear Sir,

Reg.: Our bid for Supply, Installation, Commissioning and Maintenance of ATMs/ Cash Dispensers and (Including UPS and Chemical Earthing) and ATM Buy Back under Rate Contract for three years Tender Ref No. _____ dated _____.

We submit our Bid Document herewith. We understand that: -

- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a Contract in the prescribed form. 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.
- If our bid is accepted, we are to be jointly and severally responsible for the due performance of the Contract.
- You may accept or entrust the entire work to one vendor or divide the work to more than one vendor without assigning any reason or giving any explanation whatsoever.
- Vendor means the bidder who is decided and declared so after examination of commercial bids.
- The names of shortlisted bidders after the completion of first stage (Technical Bid), and the same of successful bidder to whom the contract is finally awarded after the completion of second stage (Commercial Bid), shall be displayed on the Notice Board of the purchaser at Punjab & Sind Bank, HO Information Technology Department, Head Office, HO ATM Cell, IT Department, Institutional Plot No. 151, Sector 44, Gurugram.

Dated at _____ this _____ day of _____ 2022

Yours faithfully,

For _____

Signature: _____

Name: _____

ANNEXURE - 11

Factor for calculation of Uptime for ATM

Calculation of percentage uptime:-

$(\text{Total Time for the specified period} - \text{Downtime}) * 100 / \text{Total time for the specified period}$

Where:-

- a) Downtime is the total time for which machine was in breakdown condition
- b) Total time for the specified period (for example a month period it is $30*24=744$)

Exclusions for uptime for penalty calculations:

- i. Actual time in which the machine is kept in Supervisory mode for loading cash etc.
- ii. Machine Down due to Switch, network issues
- iii. Machine down due to quarterly preventive maintenance work
- iv. Instances of force majeure, Vandalism and delays due to strikes, Bandh, Political instability in the region (in such cases, the vendor shall inform and seek Bank's confirmation of its non-liability for penalty)

ANNEXURE - 12

Technical specification for ATM, Online UPS and Chemical Earthing

S No.	Minimum specification required	Specifi- cation offered	Please write COMPLIED/ NOTCOMPLIED for each specification
1.	TYPE OF ATM		
1.1	<p>Lobby Model ATM with front replenishment with in-built fully functional for plug and play PURCHASER specific and UIDAI compliant Biometric solution (Biometric KIT certified by STQC/UIDAI) with full functionality for Visual Impaired persons, EMV functionality and Aadhaar Functionality from initial stage with L0 or above certificates/approvals.</p> <p>However, if L1 or above certificates / approvals required for UIDAI compliant, same shall be provided free of cost during entire contract/AMC period.</p>		
1.2	The ATM should have provision for grouting i.e. bolting the same with the ground and the bidder to supply the ATM with required accessories for grouting/ bolting the same with the floor		
1.3	ATM should have protection from Pests, Rats, rodents etc. starting from the date of delivery till the life of ATM. During the preventive maintenance reporting, vendor will submit the certificate along with the images that Rats mesh is present in the recycler. In case of non-submission of proof, Vendor will replace the ATM damaged part during the life of ATM in case of any loss due to Pests, Rats, rodents etc. Bank will not accept any claim for replacement of any part damaged by Pests, Rats, rodents etc.		
1.4	The ATM must be configurable to suit different site requirements and must be capable of performing under extreme conditions. Room Temperature: 5 to 45 degree Celsius; Humidity: 5 to 95		
1.5	101 Keys Keyboard : By default keyboard should be disabled.		
1.6	Operator Panel / consumer screen for updating the cash counter, FLM activities etc. ATM should have supervisory Menu which provides an interface for day to day operations. Such interface should be accessible using existing modules on the ATM without connecting external input devices like keyboard and mouse. In case such interface requires external input devices like keyboard and mouse, vendor to provide the same for each machine.		
1.7	Color LCD/LED screen of minimum 15" or higher along with Touch and FDK Screen both with privacy filter and multilingual Screen support .		

1.8	<p>ATM to be enabled with Voice Guidance with Text-to-Speech full-fledged voice guidance solution for the visually impaired persons with necessary software, customized screens and voice files and hardware including internal speakers and head phone jack.</p> <p>Successful Bidder to ensure that all ATM provided by them should provide the voice guidance for visually impaired persons with necessary software/ utility/ voice files/requisite hardware like ear phone jack slot etc; which should be able to guide the visually impaired cardholder with full-fledged voice guidance so that he/she should be able to do all types of transactions. This should be in line with IBA/ Govt of India guidelines for enabling visually impaired persons to transact at ATM.</p> <p>ATM should have support for Text to Speech or any inbuilt feature through which visually impaired is guided for all ATM transactions which a normal person does at ATM. The visually impaired person should be able to hear account balance and should also be able to do cash withdrawals for any amount, apart from other The Voice guidance solution should be enabled and be activated with insertion of Earphone jack into the given slot by the cardholder.</p>		
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1.9	Rugged spill-proof Triple DES compliant 16 key Alphanumeric keypad with secured Encrypting key board with polycarbonate / stainless steel (EPP pin pads) keys. Should comply to latest PCI 3.0 of above standards and 3DES double length keys for protecting the PIN data. Bidder to provide certificate of compliance for PCI EPP.		
1.10	PIN PAD with support for remote key management and should be Braille enabled. (Should have capability of remote key management in case the Bank requires activating the same in future. The Bank at present does not require software license, if any, for the same.)		
1.11	There should be Pin shield or recessed pin pad for pin security		
1.12	ATM must have Braille decals on customer interface modules like card entry slot, cash exit slot, receipt slot in order to ensure ease of access for visually challenge person		
1.13	Should be capable of supporting Multilingual screen		
1.14	ADA & AFA compliant and suitable for wheel chair base operation for physically disabled if applicable in india or any other RBI/NPCI statutory guidelines should be complied with.		
1.15	ATM should be fitted with a Rear view mirror so that customers are able to see what is happening behind him while he/she enters PIN (shoulder surfing).		
1.16	Manufacturing should have ISO certification 14001 and 9001		
2	ATM SAFE:		
2.1	The safe must conform to the UL-291 Level 1 or CEN 1 or CEN L Certified Secure Chest standards or higher latest standards steel body cabinet (certificate to be attached). The safe must have OTC lock with one time combination password (OTC) facility so that dual control can be implemented.		
2.2	<p>Dual combination electronic lock of 6+6 digits with one time combination (OTC) and code generation, audit trail capabilities of reputed companies only. Default set password shall be changed at the time of installation of ATM and certified to this effect in ATM installation report.</p> <p>Vault lock should have back to back 3 years warranty from OEM (i.e during one year warranty & 2 years post warranty) and bank will not pay for lock replacement during the first 3 years period. Lock code misplace or forgotten by custodian will not be covered under warranty and AMC clause.</p>		

2.3	Terminal should be able to change automatically to Supervisory /Maintenance/Out-Of-Service mode, in following cases when : a) when cabinet/Hood Door is opened b) Chest/Safe door is opened. The Terminal should not dispense /initiate dispensation process when in Supervisory /Maintenance /Out-Of-Service mode except when required for Testing / fault resolution by Engineer		
2.4	Terminal should be able to change automatically to In-Service/Transaction mode, after Chest door and Hood door is locked.		
3	ATM Alarms:		
3.1	The ATM must have alarm system with sensors capable to monitor the following: Chest Door Status, Duress Status, Temperature status, Vibration status, and Burglary Alarm		
3.2	There must be a mechanism by which these alarms can be connected to a hooter or LED indicators, kept away from the ATM		
4	TERMINAL PROCESSOR OF THE ATM		
4.1	The terminal processor must have the following configurations		
4.2	6thGeneration Intel® Core™ i5 Processor or higher with minimum 3.3 GHz & above with 12 MB cache or above. Vendor to provide the supported OS/Patching related software/hardware upgrades without any cost to Bank during the contract period (1 year warranty and 6 years AMC).		
4.3	Intel Chipset with Intel/OEM Motherboard with support throughout the life cycle of machine		
4.4	Plug and Play Flash BIOS – BIOS should be protected through layer(s) of protection against unauthorized booting and access to ATM hard disk. Bios password should be enabled by default and password should be handed over to Bank while installation.		
4.5	8GB DDR2 RAM or 4 GB DDR IV RAM or higher (Upgradable to 16 GB)		
4.6	2X1 TB SATA/e-SATA HDDs or higher. 1. One TB or higher SATA 6.0 Gb/s HDD (7200 rpm with SMART III) for OS. 2. One TB or higher SATA 6.0 Gb/s HDD (7200 rpm with SMART III) for Camera and should be Surveillance Rated and shall be configured for storage of images.		
4.7	One serial, 3 or more USB ports with min 2 accessible from front side, onboard audio – By default all USB ports should be disabled		
4.8	Multi-tasking Real Time Operating System and software to control all activities of the ATM. LINUX / Microsoft Windows 10 or higher with latest Service pack OS to be hardened to allow only the required services/ports and block all other services/ports to prevent all external virus attacks on the ATM with support & upgrade throughout the term of the contract. The Bidder is responsible to upgrade the Operating System & applications deployed onto ATM to higher/latest version in case of any regulatory compliance at no additional cost during both warranty and AMC period (covering 6 years). Further, the Bidder should ensure that on up-gradation, there should be no disruptions of service and no performance related issues faced.		
4.9	OS hardening (with firewall). ATM should be adequately hardened and only white listed essential services should be running and activated in the system. The cash retraction feature should be disabled ab-initio as per regulatory guidelines.		
4.10	ATM should be installed with terminal security features like Terminal Security Solution, Intrusion detection, whitelisting, firewall, hardware access control, OS Hardening (with local firewall) guidelines issued by the OS supplier and the Bank's IS Policy should be strictly followed.		

	In case Bank decides to implement a centralized anti-virus solution in future, ATM should be integrated with the same without additional cost to Bank.		
4.11	Must have all necessary hardware and software, required to control the activities of the ATM		
4.12	MPEG full motion video with voice guidance support to play both MPEG and WAV sound files. Internal Speakers required		
4.13	Software support to MPEG full motion video as part of the multimedia capability on the ATM		
4.1	In-built SMPS to work on 230 V 50 Hz power supply. Support input voltage of 230 V AC/ 50 Hz with +5%, variation.		
4.15	In-built cut off circuit/ isolator/ spike/ surge protector to protect ATM SMPS and other critical parts viz. mother board, hard disk etc. from sudden spikes in current/ voltage from UPS/ Raw power supply /high earthing. There should protect spares from high earthing and RAW power supply.		
4.16	The ATM should have Triple DES Encryption which is RuPay/VISA/ MASTERCARD/ AMEX compliant. It should have remote key download, TRIPLE DES chip with encryption and validation software. Should support AES without any additional hardware		
4.17	10/100/1000 Mbps Speed Lan Card (IPV 6 Compliant)		
4.18	Keyboards: Rugged spill proof Triple DES enabled with polycarbonate tactile/ stainless steel 16 key alpha/numeric (EPP PIN pads) Keys. EPP Keypad to be PCI version 4.0 or later compliant , Supporting Remote Key Management loading feature, Access For All (AFA) Standards, Physical Protection as per ‘PIN Protection Principles and Techniques’(PIN Shield) and approved Algorithm(s) for PIN Encryption. Support advanced Encryption Standard in future without any additional hardware. The PIN PAD should also support tamper resistant security module which enables automatic destruction of secret keys in case of attempt to interfere with the encryption system. All ATM should have PIN pad shields covering all three sides to avoid shoulder surfing or capture by the external camera. Above requirements are mandatory to implement for new ATM to be deployed by PURCHASER and good to have to be implemented on ATM wherever possible. Keyboard/ Pin Entry Device (PED) MUST be Braille enabled so that visually impaired persons can also be able to operate without any difficulty (as per Annexure –) and have passed testing by Payment Card Industry (PCI), RuPay, Visa and MasterCard recognized laboratory and approved by PCI, VISA, MasterCard, RuPay and all major payment gateways.		
4.19	EPP shield/protector be provided for safeguarding EPP from damage by miscreants.		
4.20	Capable of Voice guidance to customer and slot for connecting head phone, PIN and figure print authentication (UIDAI Compliant). Capable of Voice guidance to customers in multiple languages including English, Hindi etc. Audio/WAV files for voice guidance functionality to be provided by the selected bidder in consultation with the Bank at no additional cost. However bank will inform the regional language text of the audio.		
4.21	Auto run facility should be disabled. Auto run facility of .exe files from a network or a USB port shall be disabled immediately.		
5	DISPENSER:		
5.1	Vacuum/ Friction Pick technology of international standards		
5.2	The dispenser should be a multi-media dispenser capable of dispensing currency, travelers’ cheques, coupons, stamps, travellers cheque, vouchers tickets etc		
5.3	The dispenser should be capable of handling soiled but issuable and mixed currencies as well as retract and purge capability with cash retraction disabled currently.		
5.4	The dispenser should have four active currency cassettes with 4 pickup or 4 high modules to handle different denominations. All currency cassettes should be capable of dispensing INR 10/-, INR 20/-, INR 50/-, INR 100/-, INR 200/-,		

	INR 500/- ,INR 1000/- and INR 2000/- or higher denomination. It should be possible to program the denominations. The dispenser should have Additional Divert Cassette for rejected notes. Spacers if required should be provided with currency cassettes.		
5.5	The currency Cassette shall be standard/ convenience type with external sealing (lock and key). Cassettes key should be different from hood keys and unique to one machine only. (Spare set of keys also to be provided by OEM). If required, locks should be replaceable without requirement of changing the cassette.		
5.6	The dispenser should have the mechanism to take back the currency and transport it to the divert cassette if the customer does not collect it but be disabled for time being		
5.7	Currency dispensing capacity for dispensing 40 or above notes at a time. Bidder to mention dispensing capacity for each dispenses. Presenter type is required.		
5.8	Currency holding capacity should not be less than 2500 notes per cassette		
5.9	Video/ audio or suitable indication / signal to confirm proper insertion of cassette is to be provided.		
5.10	The ATM must be able to give a Media low indication for the dispenser cassette.		
5.11	Currency cassettes must have lock and key(Lockable Cassettes).		
5.12	Cassettes/ Purge Bins/ Reject Bins should have defined self-life of Three (03) years. Currency cassette will not be considered as consumable spare.		
5.13	Dispense at least 5 notes per second		
5.14	Lockable Reject Bin or Divert cassettes bin with capacity to hold 200 notes		
5.15	Encrypted communication and trust relation should be established between PC core and dispenser.		
5.16	Should not have any hardware module sensors which could be accessible by any end consumer either during idle state or during transaction processing.		
6	CARD READER: HYBRID DIP TYPE		
6.1	The card reader should be capable of reading tracks one, two and three as per ISO standard or RuPay/ Master/ Visa Card format /EMV co. certified with L1 & L2 valid approval for 7 years with upgrades on FOC basis. Necessary Hardware and Software - XFS Upgrades, Application and EMV Kernel & License all should be provided by default.		
6.2	Card Reader (DIP Type) must be Hybrid Card Reader. Latest EMV 4.0 or above compliant & functional. Capable of reading Smart card, Chip card/HYCO card as well as card with magnetic encoding. Conforming to RuPay, VISA, Amex and MasterCard standards		
6.3	Conformance to VISA card EMV's latest specification; mention the version readiness for both the levels, Level 1 (for Card reader Hardware) & Level 2 (for Application Software). It will be responsibility of the vendor to ensure the conformance to VISA / Matercard / Rupay Card EMV's latest specification mention the version readiness for both the levels, Level 1 and Level 2 including Application software. ATM should be ready for using EMV chip cards. Re-certification of Level 1 & Level 2 should be in time so as that there isn't a lapse in the same.		
6.4	Software/ firmware with license for using EMV chip/smart card on ATM.		
6.5	Design of ATM offered in this RFP should have proven track record of skimming & malware attack proof and should be capable of providing comprehensive skimming & malware injection protection. (OEM's catalogue with enlarged Front view of ATM should be enclosed with the bid.) Bank may check the track record of skimming & malware attack incidents happened in India and abroad through its own resources/third party audit/ STQC teams		
6.6	Dip Card Reader with anti-skimming device and anti-skimming solution installed with the ATM. Details of the anti-skimming technology/ device to be enclosed. The device should be capable of providing comprehensive skimming protection solution which achieves the following objectives :- (i) Senses unauthorized attachment of any device on the card reader module. (ii) Sends the signal to Switch and further to the Remote ATM Management		

	Centre of the Service Provider/Bank, Capable of enabling the Switch and/or Remote ATM Management Centre to put the machine Out-of-Service as well as block the card reader from accepting any more card insertions.		
6.7	Hybrid Dip Smart Card Reader: Smart Card Reader with media entry indicator having capability to read magnetic stripe & smart card chip (EMV v 4.0 or higher standard compliant) with Level 2 approved terminal resident application. Vendor to submit requisite EMV certificate. It should carry latest EMV CAM 2 Licenses as well as XFS software without requiring any further up-gradation.		
6.8	Capability to read track 1, 2 and 3 as per ISO standard or RuPay/ Master/ Visa Card format /EMV co. certified with L1 & L2 valid approval for 7 years with upgrades on Free of cost basis.		
6.9	Software / license for using smartcard functionality on ATM and for using EMV Chip cards.		
6.10	ATM should have capability for transactions of all types of cards like MasterCard, Maestro, Visa, AMEX, RuPay and all other types of cards currently being used. ATM should have capability for upgradation at a future date for enabling transactions through CONTACTLESS CARDS or NFC cards which only needed to be waved close to the card reader and enter PIN to operate, so that it act as deterrent against any kind of skimming where data from the card is copied and misused. ATM should also have capability to integrate QR code scanner ready for future requirements of scanning QR code from mobile phones by simply attaching a reader. Bidder should offer ATM model which has capability to be upgraded, hardware and software wise, as the case maybe, if desired by the Bank in future for transactions through Contact less cards / NFC or for integration of QR code scanner for transactions through QR codes from mobile phones/other devices <u>at no additional cost to the Bank.</u>		

7	RECEIPT PRINTER ON THE ATM		
7.1	40 column or better standard Thermal/ Dot Matrix printer to print various information pertaining to the transactions executed by the customer.		
7.2	The printer must be able to cut the paper and push the receipt out of a slot provided on the ATM fascia.		
7.3	The printer supports multilingual customer receipt printing as per customers choice of language.		
7.4	The Printer must be able to cut the paper and push the receipt out of slot provided on the ATM fascia. Capable of auto paper loading and cutting. ATM should be capable of providing receipt in Hindi language also.		
8	JOURNAL PRINTER ON THE ATM (OPTIONAL)		
8.1	ATM should have hardware and software capability for installing and operationalizing 40 column or better Dot Matrix Journal Printer/ Thermal Printer to print audit trail. If journal printer runs out of paper or gets jammed or becomes non- functional, ATM should not function.		
8.2	There should be low media warning for items viz. bills, journal rolls, consumer receipts etc.		
8.3	ATM must be enabled for Electronic Journal with low warning feature.		
8.4	Provision to store transaction details in the hard disk; retrieve data from the hard disk in the format required at any point of time		
9	Remote Status indicator - ATM should have remote status indicators for		
9.1	Low paper		
9.2	Low currency		
9.3	Divert bin Full		
9.4	ATM out of service		
9.5	Paper jam in printers		
9.6	Printer fatal		
9.7	Currency Jam		
9.8	DVS system down indicators		
10	CAPABILITIES OF ATM SOFTWARE:		
10.1	The ATM application software should enable the ATM to function when hooked		

	to a network and should support all the features that are ATM related switch functionality		
10.2	The application should have powerful real time features based on customer initiated transaction and logging for audit trail.		
10.3	The application software should support the facility to change PIN at the ATM by the customers after verifying the existing PIN.		
10.4	The ATM quoted should provide for MAC'ing , which involves appending of a checksum to messages (as per ANSI X 9.9 standards)		
10.5	The ATM should have the capability to talk on-line to the host computer system having total branch banking software singly or through the network switch established for the purpose. The ATM should be networked to the Bank's ATM Switch by using standard Device Handler i.e. NDC, DDC as and when BIS comes up with an alternate Indian Standards device handler the bidder must provide upgrade to this standard free of charge for PURCHASER and the switch provider. ATM should be able to interface centralised monitoring system like prognosis, gasper etc. to monitor the health of ATM		
10.6	<p>The ATM should support checking for comprehensive skimming protection solution which achieves the following:-</p> <p>i) Senses unauthorized attachment of any device on/in surround of the card reader module.</p> <p>ii) Sends the signal to switch and further to the Remote ATM Management Centre of the vendor.</p> <p>iii) Capable of enabling the switch and/or Remote ATM Management Centre to put the machine Out-Of-Service as well as block the card reader from accepting any more card insertions.</p> <p>iv) Block the card reader entry to the card reader slot when such suspicious activity happens.</p> <p>v) It should also have the provision to sense any suspicious cloning activity attempted through insertion of wire or similar mechanism in the ATM.</p>		
10.7	Response to the terminal from central solution should not be more than 500 Mili seconds from the time of request originated at the terminal. In case of delay in response or no response from central Solution default transaction flow should be used.		
10.8	Capability to extract transaction details in the format required in electronic media		
10.9	ATM should support industry standard 3rd software agent loaded for the purpose of monitoring, configuring, software up gradation/ EJ Pulling distribution, content distribution etc. from a central site.		
10.10	Whenever the Chest door is opened, message has to be sent to the Switch for records		
10.11	The ATM software should be capable to support the Biometric card from initial stage and prompt for the finger scan and the scanned image to be sent to verification server for authentication and revert the message to the switch for further transaction. The biometric transactions should be supported by voice guidance system		
10.12	Vendor should arrange for OEM Vendor/Service Provider to deploy support team for testing at the ATM Test Lab whenever required at no cost to the bank.		
11	Digital Video Surveillance System		
11.1	ATM with pinhole camera installed inside with motion detection capability. The images captured by the cameras should be recorded either on a separate hard disc in the ATM or in an external DVR placed inside the ATM.		
11.2	Solution should be able to store Minimum 6 months of video images at an average of 300 transactions per day in the hard disc at any point of time.		
11.3	Software should be provided for remote viewing of the images stored in the video surveillance system hard disk or external media. Facility to take necessary back up of the stored images and retrieval of the same at any point of time		

11.4	Solution must be able to capture and stamp superimpose the date, time and transaction information on the recorded images		
11.5	The hardware should be integrated with the ATM		
	The solute on must have a search facility to locate an image /event by date & time, card no, transaction reference no and ATM ID.		
11.6	Must be enabled for motion detection image capturing		
	Support water marking for Image authentication		
11.7	The solution must not degrade the performance of ATM , e.g. speed of normal transaction		
11.8	ATM should support Bank's terminal security solution without any additional cost to the Bank		
11.9	To be capable of Bar code reader		
11.10	The CD should be preloaded with CEN XFS 3.10 or Equivalent/higher compliant layer and should be capable of running multi bidder software without any hardware changes.		
11.11	The solution must be capable of monitoring from a central location. The Solution should be able to pull the required images from the central location and share the same over e-mail / SFTP / other communication medium with bank officials, as and when required.		
11.12	The suitable alternate Solution should be capable of notifying the Switch in case the DVSS camera is covered/ blocked by any means so that the Cash Dispenser does not dispense cash.		
12	PROTOCOLS SUPPORTED BY ATM		
12.1	The ATM must support TCP/IP protocols on leased line, ISDN, ATMMA, FWP and VSAT Network		
12.2	Support for Very Small Aperture Transmission (VSAT), ATMMA, GPRS, GSM, Fixed Wireless Phone (FWP) connectivity		
12.3	Should have network interface card 10/100/1000 Mbps Speed (IP V6 compliant)		
12.4	ATM must Support TLS 1.2 or above and shall provide required software, if any.		
13	SECURITY FEATURES		
13.1	ATM Should have all standard security features, Triple Data Encryption Standard (TDES), industry approved Key Management practices, approved Encrypting Pin Pads (EPPs) and should be Triple DES compliant. ATM must comply 'PIN Protection Principles and Techniques" and approved Algorithm(s) for PIN Encryption		
13.2	Support AES (Advanced Encryption Standards) in future		
13.3	There should be a two User IDs and password, one having admin rights and another with restrictive access so that unauthorized persons should not be able to get access to the system admin / BIOS. The Operating System should have the provision for parameterization to log critical changes & incidents for monitoring purposes .		
13.4	The password must meet the minimum length and upper case and lower case as per security policy defined.		
13.5	Dispenser Encryption: Host-based Encryption should be available between dispenser H/W and PC CORE and should be configured from the network layer all the way up to the application layer against known and unknown malicious attacks.		
13.6	Support Remote Key Management		
13.7	Hard disk should be encrypted at the time of installation		
14	GENERAL:		
14.1	ATM should be modular in design and upgradeable to take care of: Expansion of services, Technology changes.		
14.2	Hood with Unique Key		
14.3	ATM should offer multilingual display capability on the customer interface terminal besides English. Minimum requirement is English, Hindi and Regional language of particular State where the ATM is installed.		
14.4	The bidders should assist the PURCHASER in UPS sizing, site preparation and should certify the site including power and data cabling for readiness and		

	installation of ATM.		
14.5	The color of the ATM should be rust proof standard color		
14.6	ATM should support MPEG full motion video and audio		
14.7	All ATM should have rear mirrors covering majority area of the ATM site.		
14.8	Bidder should be original manufacturers of ATM		
14.9	We are not original manufacturers of ATM. A letter of Undertaking from the Original Manufacturer that they will provide maintenance support in case of need, is enclosed		
15	Biometric Kit		
15.1	ATM supplied by the Bidder should have functionality to support Biometric functions and have the capacity to be integrated with the Bank's Biometric solution and UIDAI/STQC certified solution without any additional cost to the Bank		
15.2	The Biometric Kit with industry standard latest version of scanner and thumb/finger print scanner software		
15.3	The ATM should have functionality required for illiterate persons. Multilingual screen support and capable of Voice Guidance		
15.4	The Biometric ATM shall be integrated with the Purchaser's proposed biometric solution.		
15.5	Complete Biometric Kit including scanner, Audio Jack should be as per STQC standards		
15.6	EMV Certifications		
15.7	Owns a valid Level 1 and Level 2 letter of approval from EMV Co		
15.8	EMV application kernel must be most recent as listed on EMV Co website		
15.9	The machine should have a valid Terminal Quality Management (TQM) label		
15.10	Should have a valid PCI pin Transaction Security approval number.		
15.11	All ATM should also be fully EMV (Europay Master, Visa, AMEX) certified and enabled including having requisite latest hardware and pre-installed EMV software. Chip (EMV v 4.0 standard compliant). Vendor to submit EMV Certificate/approvals valid for entire contract/AMC period. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.		
15.12	AADHAAR based transaction validation		
15.13	The Machine has a STQC certified biometric scanner for AADHAAR based transaction validation.		
15.14	The machine has all the relevant software as certified by UIDAI required for AADHAAR based validations		
16	Visual Impaired kit for the ATM		
16.1	ATM installed should be Braille keypads for persons with visual impairment		
16.2	ATM should include Braille-enabled function keys and guide labels for other functionalities, such as card reader, reader, receipt, cash dispenser.		
16.3	Cash presenter for ease in collecting cash Personalized headphone jack with voice control features		
16.4	Voice Guidance facility or Talking ATM as per Annexure		
16.5	Ergonomic design for easy accessibility		
17	NFC and QR code based solutions on ATM		
17.1	ATM model which has capability to be upgraded, hardware and software wise, as the case maybe, if desired by the Bank in future for transactions through Contact less cards/NFC or for integration of QR code scanner for transactions through QR codes from mobile phones/other devices		
17.2	NFC on ATM - ATM should have capability for up-gradation at a future date for enabling transactions through Contact less cards or NFC cards which only needed to be waved close to the card reader and enter PIN to operate, so that it act as deterrent against any kind of skimming where data from the card is copied and misused The NFC contactless module with support Contactless Card integration (Hardware and Software) supporting upto ISO 14443 Type A/Type B, MiFare, ISO 21481 and ISO/IEC 18092 or higher. In case of any new guidelines or the		

	regulator mandates newer specifications, the service provider should provide required support for hardware/software without any additional cost to the bank during the contract period.		
17.3	QR Code on ATM - ATM should also have capability to integrate QR code scanner ready for future requirements of scanning QR code from mobile phones by simply attaching a reader		
18	Other Extended Features		
18.1	Applicant/ Bidder to integrate – where required – the alarm sensors of the Cash dispenser to the branch siren/hooter without any additional cost to Bank		
18.2	Cash Dispenser should have Integrated Power Management Solution. The Cash dispenser software must be capable of inter-facing with the Bank's UPS systems and query the battery status, in-line power and temperature, taking the machine out of service if the battery capacity is too low, perform scheduled power offs and automatically start up at the configured date and time. The solution must shut down gracefully to allow completion of the ongoing functionality must be controllable remotely.		
18.3	Machine should be capable of centrally downloading Software/ Patches upgrades and idle screen and content distribution. Machine should be capable of centrally downloading Software/ Patches upgrades and idle screen and content distribution		
18.4	Color Branding as per Bank's requirement		
	Bank's designed stickers have to be affixed on the fascia at the time of installation at no cost to the Bank		
18.5	ATM to be provided with internal battery backup which will be required for preserving the last state of the machine in the event of loss of power supply. This is required to achieve safeguarding the corruption of ATM Software.		
19	Other Specifications: Following features should be available in the ATM by default.		
19.1	Centralized Monitoring System Server Bidder should provide appropriate monitoring server with minimum specification:		
19.2	Bidder should provide appropriate number of Servers for Terminal Security Solution (TSS) with all necessary hardware, VMs, database with license, application & system software with support during the warranty period and annual maintenance contract period in the Bank's DC & DR. The specification must cater the requirement of minimum 400 ATM. Bidder need to specify server specifications in Bill of Material (Annexure- XXII)		
19.3	Maintenance of server required to be done by the selected bidder during the contract period and extended AMC period of ATM including timely patch updation, software updation etc. without any additional cost to the Bank.		
19.4	Whitelisting solution : White listing of applications in ATM along with White listing solution		
19.5	Auto run facility of .exe files from a network or a USB port shall be disabled immediately		
19.6	ATM passwords need to comply with password security best practices. ATM should have OS level User ID/Password, such that unauthorized persons cannot assess the ATM console. There should be only one OS user/profile.		
19.7	Full hard disk encryption (FHDE) and encryption and authentication solutions to protect internal communications between the genuine ATM PC core and ATM modules, including the dispenser encryption. ATM should have Full hard disk encryption , Dispenser encryption and along with authentication solutions to protect internal communications between the genuine ATM PC core and ATM modules		
19.8	Terminal Security Solution with Time Based Admin Access operational since installation.		
19.9	Security measures such as BIOS password should be enabled and password should be handed over to bank, USB ports should be disabled , auto-run facility should be disabled , ATM should have terminal security solution/software, time-based admin access software with support and upgrades for entire contract/AMC period		

	In case Bank decides to implement a centralized anti-virus solution in future, ATM should be integrated with the same without additional cost to Bank.		
19.10	Anti-Skimming Solution: ATM should have Anti-Skimming solution to deduct any external device attached to the card reader and make machine non-functional/down immediately and ATM should send an alert to the switch to prevent data theft /skimming. ATM should have all required software and hardware or anti-skimming device required for anti-skimming solution.		
19.11	Operating systems: Operating systems: Multi-tasking Real Time Operating System and software to control all activities of the ATM. LINUX / Microsoft Windows 10 or higher with latest Service pack. <u>The Bidder is responsible to upgrade the Operating System & applications deployed onto ATM to higher/latest version in case of any regulatory compliance at no additional cost during both warranty and AMC period (covering 6 years). Further, the Bidder should ensure that on up-gradation, there should be no disruptions of service and no performance related issues faced.</u>		
19.12	ATM should have mechanisms to detect physical tampering of the ATM on real time basis with all the hardware and software. Especially card reader should detect if any skimmer is attached to it.		
19.13	OS should be hardened i.e ATM should have basic hardening of the Operating System		
19.14	Lockable cassettes: Cassettes should have lock and key.		
19.15	All the advisories issued by RBI/NPCI/IBA/Govt.of India as on Bid Submission date should be complied with by default in the ATM to be supplied in this project.		
19.16	Terminal Security Solution with Time based Admin access		
19.17	ATM / ATM should have mechanisms to detect physical tampering of the ATM on real time basis with all the hardware and software. Especially card reader should detect if any skimmer is attached to it.		
19.18	TLS 2.1 Encryption: Should have TLS 1.2 Protocol that provides End-to-End communications security over network for online transactions to prevent eavesdropping, tampering and message forgery. Unique TLS 1.2 protocol to provide a secure means for encrypting transmission of card holder data across open public networks. Unique TLS protocol to protect:- a)Network cable, Skimming attack, Man-in-the Middle (MIM) attack, Host Emulation attack		

20. ADDITIONAL COMPONENTS, IF ANY, OFFERED BY BIDDERS AT NO ADDITIONAL COST TO THE BANK:

S.No	Additional component (s) offered voluntarily at no cost to Bank	Specification offered

In case any additional components are offered voluntarily by the bidder, the bidder will maintain and replace such components in case of repair, at no additional cost to the Bank during the warranty and AMC period.

Cash Dispenser:

The Technical specifications of the Cash Dispenser shall remain same as given above including Biometric facility point (15.1 to 15.4), EMV functionality point (15.6 to 15.11) Visual Impaired functionality point (16.1 to 16.5) from initial stage.

Biometric Cash Dispensers:

The Technical Specifications of Biometric Dispense shall be a cash dispenser with additional specification as per point (**Annexure -12 Point No.15**) "Biometric Kit" without any extra cost to the Bank.

Dispensers with EMV functionality

EMV Functionality of ATMs/Cash dispenser shall be functional from initial stage as per point (15.6 to 15.11) without any extra cost to the Bank.

Replacement of Spare parts during Warranty and AMC

The selected bidder will replace all the Spare Parts including Consumables free of cost during the One year Warranty and 6 years AMC period

Visual Impaired kit for the ATMs

The Technical Specifications of kit for Visual Impaired shall be a cash dispenser with additional specification as per point (Annexure -12 Point 16.1 to 16.5 and Annexure - 13) "Visual Impaired" without any extra cost to the Bank.

Note: The Bank reserves the right to consider only those vendors who can demonstrate a fair degree of accuracy in their ATMs. The Bank will test the machines at no cost to the bank, before placing the orders. If left blank, it is treated that there are no deviations in the compliance of specifications

Additional terms

1. Deviations from technical specifications may be clearly indicated. Though the Bank has laid down the minimum configuration of both hardware and software of ATMs s to meet present requirements.
2. All operating system upgrades / proprietary software upgrades / patches / licenses will be provided free of cost and also installed in all the ATMs s at no cost to the Bank for the entire period of support committed (Warranty/ AMC Services).
3. ATMs/ATMs, OS and Application Software should be protected with necessary hardening tools. The vendor is responsible for ensuring that system does not get affected by virus/malware.
4. The Vendor shall upgrade software/hardware and components which goes end of life during the contract period without any cost to the Bank. If bidders need to upgrade the Operating System due to end of support by Microsoft and if higher version of OS is not supported by the existing hardware of ATM then bidders need to upgrade the hardware without extra cost to the Bank.
5. The ATMs need to be energy efficient. The ATMs to be supplied have to be fully functional in normal weather conditions (temperature, humidity, dust, etc) as per industry standard within the country. Temperature and humidity ranges to be indicated.
6. The Chemical Earthing may be used by the Bank for any other location, if required.
 - We enclose the technical brochures for the model quoted.
 - We agree for insuring the systems covering transit risk and storage cum erection risk up to the date of delivery at the destination.
 - We submit that we shall abide by your Standard terms and conditions governing the quotations and Warranty mentioned.
 - We submit that we abide by the details given above.
 - We enclose all the enclosures as per the requirement of the RFP and the check list as per is attached herewith.

For _____ (Authorised Signatory)

Place:
Date:
Mobile No.

Name:

Designation:
Official Seal

ANNEXURE – 13

Solution for Visually Impaired Persons

(As per standards set by Indian Bank's Association for accessibility of ATMs by persons with disability)

The proposed solution must have the following capabilities/ facilities:-

Use of Text-To-Speech (TTS) technology. **Use of pleasant TTS voices in Indian accent with lexicon adjustments, if words are not announced correctly by TTS engine.**

1. Language Support: **Multilingual** support. To start with two languages offered, English and Hindi both.
2. ATM Usage for both **Sighted** and **Disabled**.
3. **No Special** ATM Card.
4. Loading of Sound Files in English and Local language shall be done by bidder.
5. **Own bank** as well as **other banks** ATM card usage possible.
6. Also it is mandatory that ATMs are with **key operations** (Cash Withdrawal, Balance Inquiry, PIN Change, accessible Talking mode).

Work flow for the proposed solution for Visually Challenged Persons Customer plugs in the headphone into the ATM audio jack - talking mode is enabled.

1. Welcome audio message.
 2. Languages choice.
 3. Volume control adjustment through keypad (EPP).
 4. Hide or display option for ATM screens.
 5. Listen to orientation message or skip.
 6. Repeat orientation message or continue.
 7. Insert ATM card.
 8. Enter your PIN.
 9. ATM transactions
 - Cash Withdrawal
 - Balance Enquiry
 - PIN Change
 10. For Cash Withdrawal press X.
 11. For Balance Enquiry press X.
 12. For PIN Change press X.
- (Here used X as keypad numbers mapping will depend on bank's FDK options.)

Important feature required in the proposed solution:-

1. A visually challenged person should be able to operate a ATM machine independently for Cash Withdrawal, Balance Enquiry and PIN change ATM operations.
2. Braille Signages should be the part of ATM machine for locating ATM parts like card slot, cash dispenser, receipt printer, etc.
3. Person with visual disability should be able to operate the ATM with through insertion of a headphone in an audio jack of ATM machine and able to complete the transactions with keyboard. Orientation for the using is ATM facility is also provided which can be skipped next time.
4. Keypad buttons orientation is to be provided so that a visually challenged person can easily find buttons like Cancel, Clear and Enter. Also these three function keys have distinct raised symbols so that a visually challenged user can feel and press a correct key. Keypad number pressed is supported by a beep sound.
5. Bilingual orientation of ATM machine. This important talking ATM feature is added in Bank's talking ATM so that a visually challenged person who is a first time user will get complete orientation of the ATM and can learn different keys and slots on his own. Orientation feature also has skippability so that in future an experienced visually challenged user can skip orientation and can perform a ATM transaction directly.
6. A visually challenged user can choose in the beginning of his ATM operation are language choice, volume control, hide or display screen and orientation to the ATM machine.
7. Complete screen text and audio synchronization is to be provided.
8. The solution should mandate the RBI guidelines for Cash-Out situation.

ANNEXURE - 14

Minimum specification required for Maintenance free Chemical Earthing with 7 years maintenance			
S No	Minimum specification	COMPLIED/ NOT COMPLIED	Specification offered
1	<u>Chemical Earthing</u> Maintenance free Chemical Earthing using Electrode of size 80 mm dia, 03 meter long connected with 50X6 mm Copper internal strip complete with excavation, civil works, cast iron cover with back fill compound. The voltage between Neutral & Earth not to exceed 0 volts & IR value less than 1 ohm. The earth resistance shall be as per IS 3043. Backfill earthing Compound of minimum 25 kg.		

Note:

1. If left blank, it is treated that there are no deviations in the compliance of specifications.
2. We enclose the detailed technical specification and brochures for the model quoted.

Place:
Date:
Mobile phone No:
e-mail id:

For _____
(Authorised Signatory)
Name:
Designation:
Phone No.:
Office Seal

ANNEXURE – 15

TECHNICAL SPECIFICATION FOR UPS OF 2 KVA WITH 4 HOURS BACKUP

Parameters	Technical specification	Compliance
Input Source	Mains/Local Make DG Set	
Rating	VA at 0.8 power factor	
Input (Voltage)	- 160 V to 270 V (350 V surge for 1 minute).	
Input Frequency	46-54 Hz	
Output (Voltage)	230V +/- 5 % (both for load and supply variations)(Base Voltage adjustable)	
Frequency	50 Hz +/- 0.1% (Constant frequency Output)	
Waveform (Output)	Pure Sine wave form with TDH less than 3% (linear load), less than 4% (non-linear load)	
Isolation	To be isolated from input using double coil transformer.	
Transient response	Less than 40 MS for 0 to 100% step load change.	
Minimum metering/Indicators	<ol style="list-style-type: none"> 1. Backup available (Time for which backup available say next 10 Min. 2. Battery low audio alarm. 3. Output OK indicator. 4. Input/output voltage meters. 5. Load Utilization Indicator 6. UPS on Mains/Battery 7. frequency 	
Inverter efficiency	Greater than 90%	
Size	As compact as possible. Pl. State size.	
UPS type	On line (to act as power conditioner as well as Backup) with auto-start facility	
Inverter technology	Switch mode (PWM with IGBT SWITCHES)	
Battery charger	Current limited. Appropriate charge controller for charging the batteries	
Maximum charging Current	Vendor to specify (Not to exceed 10% of battery capacity)	
Back up desired	Battery system should have full load for specific Period of 4hrs of the 100% rated capacity (as the case may be).	
Nominal DC Bus of UPS	Vendor to specify.	
Battery type	SMF-12 V – Vendor has to select, design, supply & install suitable rating AH batteries with minimum space requirement for delivery of desired backup of 4 hrs with minimum VAH of 7200.	

Battery make	1. Panasonic 2. EXIDE 3. Amara Raja	
Protection	MCB, Fast acting fuse, Electronic Overvoltage, under voltage, short circuit. Batteries under voltage protection	
Noise level	Less than 55db at 1 meter	
Overload capacity (4 hrs)	110% for 60 min. 125% for 10 min. 150% for 1 min	
Networking: SNMP enabled with all necessary cards and software.		

If required, all units supplied can be tested for the following. Vendor has to make necessary arrangement for the same without any additional cost to Bank.

- 1) UPS will be connected to a full bulb load from the available electric load at the respective premises and operated with mains disconnected at any time during a period of 3 years from the date of purchase.
- 2) Bidder has to submit the complete details of backup with complete VAH calculation
- 3) VAH rating of batteries for the above capacity can be tested at any time during the warranty period.
- 4) Duration of back up time 4 hour.
- 5) Output voltage to be within 230 +/- 5% during the above back up time.

We undertake to supply the UPS systems conforming to above specifications.

Note: 1. If left blank, it is treated that there are no deviations in the compliance of specifications. 2. We enclose the detailed technical specification and brochures for the model quoted.

Place:
Date:
Mobile phone No:
E-mail id:

For _____
(Authorised Signatory)
Name:
Designation:
Phone No.:
Office Seal

Annexure – 16

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

In order to achieve these goals, the Principal has appointed 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 I additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

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

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

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

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

- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of an kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
- e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

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

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

Section 4 - Compensation for Damages

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

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

Section 5 - Previous transgression

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

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

Section 6 - Equal treatment of all Bidders | Contractors | Subcontractors

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

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

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

Section 7 - Criminal charges against violating Bidder(s) | Contractor(s) | Subcontractor(s)

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

Section 8 - Independent External Monitor

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

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

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

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

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

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

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

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

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

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

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

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

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

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

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

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

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

(Office Seal) (Office Seal)

Place -----

Date -----

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

PUNJAB & SIND BANK

ANNEXURE 17

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.

**(On the Letterhead of the bidder)
Strictly Private and Confidential**

Assistant General Manager (IT)
Punjab & Sind Bank,
HO ATM Cell,
Plot No.151, Sector 44,
Institutional Area, Gurugram- 122003.

Dear Sir,

Non-Disclosure Agreement

We acknowledge that during the course of bidding for Request for Proposal (RFP) for Supply, Installation, Commissioning and Maintenance of ATMs s (Including UPS & Chemical Earthing) and ATM Buy Back under Rate Contract for Three Years.

We shall have access to and be entrusted with Confidential Information. In this letter, the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to Bank and its business that is provided to us pursuant to this Agreement. In consideration of you making Confidential Information available to us, we agree to the terms set out below:

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Agreement) to preserve such Confidentiality.
2. We shall use the Confidential Information solely for the preparation of our response to the RFP and not for any other purpose.
3. We shall not disclose any Confidential Information to any other person or firm, other than as Permitted by item 5 below.
4. We shall not disclose or divulge any of the Confidential Information to any other client of [name of product Service Provider / implementation partner].
5. This Agreement shall not prohibit disclosure of Confidential Information:
 - To our partners / directors and employees who need to know such Confidential Information to assist with the bidding for RFP floated for Engagement of MS Service Provider.
 - To the extent that such disclosure is required by law;
 - To the extent that such disclosure is required by any rule or requirement of any regulatory authority with which we are bound to comply; and
 - To our professional advisers for the purposes of our seeking advice. Such professional advisers will be informed of the need to keep the information confidential.
6. Upon your request we shall arrange delivery to you of all Confidential Information, and copies thereof, that is in documentary or other tangible form, except:

- For the purpose of a disclosure permitted by item 5 above; and
- To the extent that we reasonably require to retain sufficient documentation that is necessary to support any advice, reports, or opinions that we may provide.

7. This Agreement shall not apply to Confidential Information that:

- Is in the public domain at the time it is acquired by us;
- Enters the public domain after that, otherwise than as a result of unauthorized disclosure by us;
- Is already in our possession prior to its disclosure to us; and
- Is independently developed by us

8. This Agreement shall continue perpetually unless and to the extent that you may release it in writing.

9. We warrant that we are acting as principal in this matter and not as agent or broker for any person, company, or firm.

10. We acknowledge that no failure or delay by you in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof or shall any single or partial exercise thereof or the exercise of any other right, power, or privilege.

11. This Agreement shall be governed by and construed in accordance with Indian law and any dispute arising from it shall be subject to the exclusive jurisdiction of the Mumbai courts.

12. We hereby agree to indemnify and keep Bank indemnified safe and harmless at all times against all or any consequences arising out of any breach of this confidentiality undertaking by us and /or our employees and shall immediately reimburse and pay to Bank on demand all damages, loss, cost, expenses or any charges that Bank may sustain suffer, incur or pay in connection therewith.

13. We acknowledge that a breach of our obligations under this Agreement could cause irreparable harm to the Bank for which monetary damages may be difficult to ascertain or an inadequate remedy.

We therefore agree that the Bank will have the right, in addition to its other rights and remedies, to seek injunctive relief and reserve right to take any appropriate remedial action against us for violation of this Agreement. We have read this Agreement fully and confirm our acceptance and agreement with its terms

Yours sincerely
Signature and Stamp of Company

[Authorized Signatory (same as signing the proposal) – Bidder]

Name:

Position:

Date:

ANNEXURE – 18**LIST OF ZONAL OFFICES**

S.No	Zone	Address
1	Amritsar	Hall Bazar , Chowk Phawara, Amritsar
2	Bareilly	Gagandeep Complex, 148 Civil Lines, Bareilly
3	Bhatinda	100 Ft Road, Civil Station, Bhatinda, Punjab - 151001
4	Bhopal	2 nd Floor, Behind SBI, Kolar Road, Akbarpur, Bhopal- 462042
5	Chandigarh	SCO 79-81, Bank Square, Sec-17B, Chandigarh
6	Chennai	1st Floor, 770A, Anna Salai, Chennai
7	Dehradun	30, I & S Building, Mohabbewala, Saharanpur Road, Dehradun - 248 002
8	Delhi - I	Sidhartha Enclave, Ashram Ckawk, New Delhi – 110014
9	Delhi - II	Second floor, 38 / 39 Industrial Area, Naraina- Phase - I New Delhi 110028
10	Faridkot	Red Cross Bhanwan, Sadiq Chowk, Faridkot-151203
11	Gandhi Nagar	Z.O.Gandhi Nagar, Unit No.4, 3rd Floor, Gift Tower One, Gift City, Gandhi Nagar, Gujarat - 382355
12	Gurdaspur	435/7,Civil Lines, Gurdaspur-143521
13	Gurgaon	Institutional Plot 151, Sector-44, Gurgaon, Haryana-122003
14	Guwahati	42, MG Road, Uzan Bazar, Guwahati-781001
15	Hoshiarpur	SCO-23, 1 st & 2 nd Floor, Sant Harchand Singh Longowal Nagar, Chandigarh Road, Hoshiarpur, Punjab-146001
16	Jaipur	30-31, Mohan Tower, Prince Road, Vidyut Nagar, Ajmer Road, Jaipur, Rajasthan- 302021
17	Jalandhar	Model Town, Jalandhar-144002
18	Karnal	Gurudwara Singh, Sabha Building, Model Town, Karnal, Haryana - 132001
19	Kolkata	14/15, Old Court House Street, Kolkata-700001
20	Lucknow	8, Jwaladevi Building, Lalbagh, Lucknow-226001
21	Ludhiana	Bhai Bala Chowk, 5th floor, Noble Enclave, Ludhiana-141001
22	Mumbai	27/29 Ambalal Doshi Marg, Fort, Mumbai- 400001
23	Noida	First Floor, 1-A, Block C, Sector 63 Noida (U.P) - 201307
24	Patiala	Rajbaha Road, Patiala - 147001
25	Vijayawada	HNo.54-15-4C, 4th Floor, RK Galleria, Ring Road, Srinivasanagar Bank Colony, Near Health University, Vijayawada-520010

ANNEXURE – 19

Format of Performance Bank Guarantee

Tender Reference No: _____ Date _____

The Assistant General Manager - IT
Punjab & Sind Bank,
HO ATM Cell, IT Department,
Institutional Plot No. 151,
Sector 44, Gurugram

Dear Sir,

1. THIS GUARANTEE AGREEMENT executed at _____ day of _____ Two Thousand _____ BY : _____ Bank, a body corporate constituted under _____, having its Registered Office/ Head Office at _____, and a Branch Office at _____ (Hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:

Punjab & Sind Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 and having its Registered Office at 21, Rajendra Place, New Delhi 110008 (hereinafter referred to as "Bank" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns), WHEREAS Bank had called for the bids for under contract for three years and for the purposes M/s..... have been appointed as the Vendor (hereinafter referred to as "Vendor") and accordingly has entered into Contract / Agreement on (Agreement) with Bank subject to the terms and conditions contained in the said documents and the Vendor has duly confirmed the same.

AND WHEREAS pursuant to the Bid Documents, the Agreement, and the other related documents (hereinafter collectively referred to as "the said documents", the Bank has agreed to avail from M/s..... and M/s..... has agreed to provide to the Bank, ..., more particularly described in the Schedule/Annexure to the said documents, subject to payment of the contract price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained the said documents.

AND WHEREAS the Vendor has duly signed the said documents. "

2. WHEREAS pursuant to a Request for Proposal dated..... (hereinafter referred to as RFP, issued by Punjab & Sind Bank, HO ATM Cell 2nd Floor, Plot No.151, Sector 44, Institutional Area, Gurugram-122003 in response of (Vendor / Service Provider), has awarded the Contract valued Rs.....and appointed.....as VENDOR for Supply, installation, commissioning and maintenance of ATMs and (including UPS and Chemical Earthing) under Rate Contract **Tender Ref No.**_____ **dated**_____.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.

3.WHEREAS you have in terms of the said Appointment letter / Purchase Order called upon Vendor 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 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.

4. WHEREAS Vendor 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 underhaving 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 ofof 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 ofof their obligations or default in terms of the said Appointment letter / Purchase Order.

5. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether thehas 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.

6. This Guarantee shall be valid up to plus 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.

7. 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 theand 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.

8. This Guarantee shall not in any way be affected by you are taking or giving up any securities fromor any other person, firm or company on its behalf or by the winding up, dissolution, insolvency as the case may be of

9. 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 againsthereby 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.

10. Subject to the maximum limit of our liability as aforesaid, this Guarantee will cover all your claim or claims againstfrom 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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).

17. 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 . . . 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 _____ 2022.

**Signature and Seal of Guarantors
Vendor's Bank**

ANNEXURE - 20

UNDERTAKING FROM ORIGINAL EQUIPMENT MANUFACTURER

The Assistant General Manager - IT
Punjab & Sind Bank,
HO ATM Cell, IT Department,
Institutional Plot No. 151,
Sector 44, Gurugram

Sir,

Reg.: RFP for End-to-End Supply, Installation, Commissioning and Maintenance of Automated Teller Machines (ATMs) (including UPS & Chemical Earthing) under Rate Contract for three years.

We hereby submit the following:-

1. We are the Original Equipment Manufacturer of _____. M/s _____ is our authorized representative in India for _____
2. Our authorized representative i.e. M/s _____ has entered into 'Back to Back support' agreement with us to ensure smooth working and to achieve the highest uptime of the ATMs/ATMs/UPS.
3. In case the authorized representative i.e. M/s _____ fails to meet the obligation for items supplied and / or to be supplied under this tender, then we will be responsible for all obligations for the items supplied, installed, commissioned and maintained.

Date:

Place:

Yours faithfully,

Signature of Authorized Signatory

Name of Signatory :

Designation :

Seal of Company :

ANNEXURE - 21

EXPERIENCE / PERFORMANCE CERTIFICATE

To be furnished on issuing Company's letter head

The Assistant General Manager - IT
Punjab & Sind Bank,
HO ATM Cell, IT Department,
Institutional Plot No. 151,
Sector 44, Gurugram

Sir,

Reg.: RFP for End-to-End Supply, Installation, Commissioning and Maintenance of Automated Teller Machines (ATMs) (including UPS & Chemical Earthing) under Rate Contract for three years – RFP No. _____ Dated _____

This is to certify that M/s _____ has successfully Supplied, Installed and Commissioned _____ No. of _____ (OEM – M/s _____ & Model No. _____) on _____.

Thereafter, the said products/items are running successfully at ours from _____ to _____. The services provided by the M/s _____ are satisfactory. The certificate has been issued on the specific request of the company.

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of the Company:

ANNEXURE – 22

SERVICE SUPPORT CENTERS DETAILS

Sr. No.	Location			Status of Office Working days & hours	No. of Maintenance Engineers	Volume of min. stock of spares available at all time
	Address	Office Tele./fax Number	Name of contact Person with contact number			

PUNJAB & SIND BANK

Signature and Seal of Bidder

ANNEXURE- 23

UNDERTAKING FOR NON- BLACKLISTED

To be furnished on issuing Company's letter head

The Assistant General Manager - IT
Punjab & Sind Bank,
HO ATM Cell, IT Department,
Institutional Plot No. 151,
Sector 44, Gurugram

Sir,

We, M/s _____, a company incorporated under the companies act, 1956 with its headquarters at, _____ do hereby confirm that we have not been blacklisted/ debarred by RBI/ IBA /Government / Government Agency / Banks / Financial Institutions in India during last 3 years.

This undertaking is submitted in response to the tender reference mentioned above,

Thanking You,

Yours faithfully,

Signature of Authorized Signatory
Name of Signatory:
Designation:
Seal of the Company:

ANNEXURE – 24

PRE BID QUERY FORMAT

S.No	Page No.	Clause Number	RFP clause	Bidder's Remark

PUNJAB & SIND BANK

ANNEXURE – 25

Certificate of Local Content

<Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal.>

Date:

To,

Assistant General Manager (IT)
Punjab & Sind Bank,
HO ATM Cell,
Plot No.151, Sector 44,
Institutional Area, Gurugram- 122003

Dear Sir,

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

This is to certify that proposed _____ <details of services> is having the local content of _____ % as defined in the above-mentioned RFP.

2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017–Revision vide Order No. P-45021/2/2017-PP (BE-II) dated May 28, 2018.

Signature of Statutory Auditor/Cost Auditor

Registration Number:

Seal

Counter-signed:

Bidder

< Certified copy of board resolution for appointment of statutory/cost auditor should also be enclosed with the certificate of local content>

OR

Format for Self-Certification of Local Content

Date:

To,

Dear Sir,

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

This is to certify that proposed _____ < details of services > is having the local content of _____ % as defined in the above mentioned RFP.

1. The details of location(s) at which the local value addition is made are as under:

S. No	Product details	Name of place
1		
2		

2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017–Revision vide Order No. P-45021/2/2017-PP (BE-II) dated May 28, 2018.

Signature of Authorised official
Name:
Company seal:
