

# PUNJAB & SIND BANK



## REQUEST FOR PROPOSAL through GeM FOR

**Outsourcing of Settlement, End to End Reconciliation & Dispute Management of Digital Transactions of various Networks, Cash in ATMs/CRMs & Other Payment Systems in the Bank for 5 years.**

**GeM BID No: GEM/2024/B/4716434**

**Dated:11.03.2024**

**Issued By:**

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### KEY INFORMATION

Particulars	Details	
Tender Ref. Number	GeM BID No: GEM/2024/B/4716434 Dated:11.03.2024	
Tender Title	Outsourcing of Settlement, End to End Reconciliation & Dispute Management of Digital Transactions of various Networks, Cash in ATMs/CRMs & Other Payment Systems in the Bank for 5 years.	
Tender document / Participation Fee(Non-Refundable)	Rs. 17,700(Rs. 15,000 + 18 % GST) (Non-refundable) should be deposited online only in favour of Punjab & Sind Bank before last date of bid submission in the following account: IFSC Code: PSIB0020929 Bank & Branch: Punjab & Sind Bank, Jwala Heri, Paschim Vihar, New Delhi - 110063 Account No. 09295039026001 (14 digits) Punjab and Sind Bank (GST No. 07AAACP1206G3ZX)	
Bid Security (EMD)	*Rs.1,20,00,000/- (One Crore Twenty Lacs 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 – <b>Annexure VII</b> IFSC Code: PSIB0000606 Bank & Branch: Punjab & Sind Bank, Rajendra Place, New Delhi -110008.	
Bid Validity	180 days	
Date of Publishing the tender	<b>Date: 11.03.2024</b>	<b>Time: 11:00 Hrs</b>
Last Date for submission of Pre-Bid Query	<b>Date: 16.03.2024</b>	<b>Time: 18:00 Hrs</b>
Date and Time for Pre Bid Meeting (Online/Offline)	<b>Date: 21.03.2024</b>	<b>Time: 15:00 Hrs</b>
Last date of Submission of Bids (Online & Offline both)	<b>Date: 05.04.2024</b>	<b>Time: 12:00 Hrs</b>
Date and Time of Opening of Technical Bids	<b>Date: 05.04.2024</b>	<b>Time: 12:30 Hrs</b>
Date and Time of opening of Indicative Commercial Bids	To be notified later to the qualifying bidders only.	
Date and Time of Commercial Bids online (through Reverse Auction)	To be notified later to the qualifying bidders only.	
Place of submission and opening of Bids	Punjab & Sind Bank , Head office Reconciliation Department A-25, 2nd Floor, Community Centre, Jwala Heri,Paschim Vihar,New Delhi-110063. E-mail: ho.reconciliation@psb.co.in	
Place of pre bid meeting	Punjab & Sind Bank, Head office Reconciliation Department A-25, 2nd Floor, Community Centre, Jwala Heri,Paschim Vihar,New Delhi-110063. E-mail: ho.reconciliation@psb.co.in	
Submission of Bids	RFP document along with all annexures and necessary documents needs to be submitted both online (scanned copy) on Gem portal and offline (Physical copy) before bid submission timeline at below address:-  <b>Punjab &amp; Sind Bank, Head office Reconciliation Department            A-25, 2nd Floor, Community Centre, Jwala Heri,Paschim Vihar,New Delhi-110063.</b>	
Contact Persons for any clarifications/Submission of Bids	Mr. Prashant Mithaulia, AGM Mr. Tushar Paliwal, Senior Manager	
Contact Numbers / E-mail	HO Reconciliation Department ho.reconciliation@psb.co.in, Mr. Prashant Mithaulia, AGM 9988893352 Mr. Tushar Paliwal, Sr.Manager 8368018404	

\*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 Startups (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 Delhi, 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 over GeM portal as detailed in the RFP.
4. The bid documents and commercial bid shall be submitted online on GeM portal as per this RFP document and as per the provisions and terms & conditions of GeM portal.
5. Bank Guarantee towards Earnest Money Deposit, integrity pact and all such Declarations/ Forms/ Formats/ Documents etc. asked in the RFP, which need to be submitted on Stamp Paper shall be submitted along with RFP Documents both Online (Scanned Copy) on GeM portal and Offline (Original) within the stipulated timeline by the bidder before bid submission timeline as mentioned above, at:

Head office Reconciliation Department  
A-25, 2nd Floor, Community Centre,  
Jwala Heri, Paschim Vihar, New Delhi-110063.  
E-mail: ho.reconciliation@psb.co.in  
Phone: 8368018404/9988893352.

6. The Envelope containing Offline documents as mentioned above shall contain the name, address and contact number of the bidder and name of RFP. If the envelope containing such documents is not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the bid's misplacement or premature opening
7. The information and documents provided by the bidders in response to this RFP shall become the property of the Bank and will not be returned. Only the Bank Guarantee towards Earnest Money Deposit/Bid Security shall be returned in accordance with relevant clause of RFP.
8. Bids shall be opened as per the process and guidelines of GeM Portal. Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.
9. The bidder shall upload all the requisite documents while submitting the bid online on GeM portal as per the terms, conditions and process of GeM Portal. It is bidder's responsibility to ensure submission of all documents at the time of submission of bid

online and no request in this regard shall be entertained post completion of bidding timeline.

10. If bidder is participating in the Reverse Auction, it is advised that Bidders place their bids well before time rather than waiting for auction end time to avoid any last minute glitches (or any network issues or internet response issues etc.) occurring at Bidder's end. Bidders may keep refreshing auction page to ensure that they are connected to server (via internet).
11. 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.
12. 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.
13. Any amendments, modifications, Pre-Bid replies & any communication etc. shall be uploaded over Bank's Website and GeM Portal (i.e. <https://punjabandsindbank.co.in/module/tender-list> & <https://gem.gov.in/>.) only. No individual communication will be sent to the individual bidder.

#### **Information for Participating through GeM**

This tender will follow e-Tendering guidelines of GeM portal under which the bidding process shall be conducted by the Bank. Bidder shall necessarily register on GeM portal for participating in the bid. Bidders will have to abide by terms and conditions of GeM portal for participating the bidding process.

#### **Following activities will be conducted online through GeM:**

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

Bidder requiring any clarification of the bidding document may notify as per GeM Guidelines and Procedure within the date/time mentioned in the RFP document.

Notification of amendments will be made available on the GeM/Bank's website and will be binding on all bidders and no separate communication will be issued in this regard.

In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for such reasonable period as decided by the Bank for submission of Bids.

The Reverse auction process of bidding will be followed. Only the technically qualified bidders will be asked to participate in the reverse auction, which will be conducted for this purpose. The business rules, terms and conditions of the reverse auction process are available on GeM portal (<https://bidplus.gem.gov.in/bidlists>).

**In case of any contradiction in eligibility criteria, business rules, terms & conditions or any information published over GeM portal, the RFP and consecutive corrigendum/addendum document will prevail.**

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## **INTRODUCTION**

**Punjab & Sind Bank**, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1980, one of the leading Nationalized Banks of the country, has a National presence through a widespread network of 1500 plus branches all networked under Core Banking Solution. It also has a network of more than 948 ATMs & 9 BNAs spread across the country all under Capex model. With more than 115 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. The Bank is currently using Finacle Core Banking System (version 10.X) from Infosys Limited for its financial transactions

**Punjab & Sind Bank**, hereinafter referred to as the **Purchaser**, is in the process of selection of vendor for Outsourcing of Settlement, End to End Reconciliation & Dispute Management of Digital Transactions of various Networks, Cash in ATMs/CRMs & Other Payment Systems in the Bank for 5 years.

For this purpose Bank invites Technical and Commercial bids from the service providers/bidders who fulfill the Eligibility Criteria and who can perform the above activities as per bank's requirement. The selected Bidder would be responsible for the solution in the entirety and would also have to support the requisite certifications etc.

The tenure of contract shall be for an initial period of 5 Years and the tenure of contract can be extendable on same terms and conditions in writing for a maximum of another 02 years.



## **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.

## **CHAPTER 1: INSTRUCTIONS TO BIDDERS**

### **1.1 Minimum Eligibility Criteria for the Bidders:**

- The eligibility criteria have been set keeping in mind the requirements of the Bank for Settlement, End to End Reconciliation & Dispute Management of Digital Transactions of various Networks, Cash in ATMs/CRMs & Other Payment Systems in the Bank. Since the support and services offered by the Bidder will have a direct bearing on the reputation of the Bank, Bidders need to have a proven track record, sufficient means and network.
- Only those Bidders who fulfil the Eligibility Criteria mentioned in **Annexure- IV** are eligible to participate in the RFP. Offers received from the Bidders who do not fulfil any of the eligibility criteria mentioned are liable to be rejected. This invitation of Bids is open to all Bidders having presence in India or their Authorized Representative having registered offices in India.

<b>S. No.</b>	<b>Eligibility Criteria</b>	<b>Documents Required</b>
EC-1	The bidder should be a registered corporate in India registered under the Companies Act, 1956 or The Companies Act, 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 since last five years as on RFP submission date	Copy of registration and certificate of incorporation of business, and certificate of commencement of business in case of a public limited company.
EC-2	Bidder or its technology partner should have its own transaction reconciliation software or OEM license to use the same. OEM or their authorized distributor in India can directly bid in the tender but both of them cannot bid for the same make. <b>The bidder should have handled minimum 25 lakhs transactions per day.</b> Further the Proposed solution should have capacity to process at least 1 Crore transactions per day.	OEM Certificate is to be submitted in case the recon solution is provided by OEM to bidder on license model or Certificate by bidder is to be submitted in case the bidder has its own Recon Solution.  Certificate from at least two Banks (clearly mentioning the volume handled for Reconciliation of transactions) to be submitted.
EC-3	The Bidder or its technology partner should have technical support center in India.	Undertaking to be given by the Bidder.
EC-4	The Bidder should have minimum annual business turnover of Rs. 50.00 Cr in India in each of the preceding three financial years (2020-21, 2021-22 and 2022-23).  This must be individual Company Turnover and not of any Group of Companies.	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 as per <b>Annexure XX</b> .

EC-5	Bidder should have Positive Net-worth (as EBIDTA i.e, Earning before Interest, Tax, Depreciation & Amortization) in at least two of the last three year Financial years (2020-21, 2021-22 and 2022-23).	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 as per <b>Annexure XX</b> .
EC-6	The bidder or its technology partner should have minimum of 3 years of experience in implementation of Digital Transactions Reconciliation solution and Reconciliation services in at least two Public Sector Banks / Private Sector Banks in India and handling such operations in last 3 years as on RFP submission date.	Letter from at least two banks to be enclosed with the Technical Bid document mentioning the period for which the services provided.
EC-7	The Bidder should be an ISO 9001: ISMS 27001 certified for the service and data security should be ISO 27001 certified and recently audited	ISO 9001: ISMS 27001 or higher certificate (copy of certificates to the effect should be submitted).
EC-8	The service provider should not owned or controlled by any Director, officer or employee of Punjab & Sind Bank or by related party having the same meaning as assigned under section 2(76) of the companies act or relative having same meaning as assigned section 2(77) of companies act 2013 read with rule 4 of the companies (specification of definition details) rules 2014.	Bidder must submit an undertaking letter.
EC-9	The application software offered should have adequate scalability fault tolerance and Disaster recovery arrangement and the bidder should submit certificate from at least two Banks that the Reconciliation/settlement is system driven and services offered are satisfactory.	Self-Declaration on Company letter head from the Bidder to this effect should be furnished to participate in this RFP. Self- declaration should also specify that the bidder would be solely responsible for designing, procuring and delivering the entire solution.  Certificate from Banks to be submitted.
EC-10	There are no pending cases against the bidder / OEM involving cheating /fraudulent activities. Details of such activities, if any, must be furnished to the Bank	Certificate from company to be submitted.
EC-11	The Bidder / OEM should not be classified as a insolvent / bankrupt by any Bank. The bidder should not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.	An undertaking to this effect must be submitted.

EC-12	The bidder should not be black listed by any of Government Authority/ Banks/ PSU/BFSI/Govt. Organization in India. The bidder shall give an undertaking (on their letter head) that they have not been black listed by any of the Govt. Authority or PSUs. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs, the same must have been either withdrawn by the concerned authority or set aside by the final order/judgment passed by the Court/Forum as on date of submission of the tender, otherwise the bid will not be considered. It is further clarified that any interim stay order passed by any Court/Forum in favour of bidder against its blacklisting shall not be considered by Bank as the bidder having satisfied/fulfilling the eligibility criteria under this clause.	Bidder have to submit an undertaking to this effect must be Submitted on company letter head duly signed & stamp.
EC-13	The bidder 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 letter head. 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 <b>Annexure-IX and Annexure-XI</b> respectively.
EC-14	Bidder should have End to End Complaint/Dispute Monitoring System (Portal) in place.	An undertaking to this effect must be submitted by Bidder.
EC-15	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.	Copy of valid MSME/NSIC registration Certificate bearing registration number to be submitted.
EC-16	Bidder must be a non-Bank Promoted entity	An undertaking to this effect must be submitted by Bidder.
EC-17	Bidder or its OEM having existing contract with Punjab & Sind Bank for any ongoing project.	Satisfactory letter from Punjab & Sind Bank clearly mentioning the details of project is to be submitted.  For the bidders who do not have any

		ongoing project in Bank have to submit self-undertaking to this effect.
EC-18	<p>The bidder/OEM 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> <ul style="list-style-type: none"> <li>a. An entity incorporated, established or registered in such a country; or</li> <li>b. A subsidiary of an entity incorporated, established or registered in such a country; or</li> <li>c. An entity substantially controlled through entities incorporated, established or registered in such a country; or</li> <li>d. An entity whose beneficial owner is situated in such a country; or</li> <li>e. An Indian (or other) agent of such an entity; or</li> <li>f. A natural person who is a citizen of such a country; or</li> <li>g. A consortium or joint venture where any member of the consortium of joint venture falls under any of the above.</li> </ul>	<p>A declaration on letter head of bidder / OEM duly signed by Authorized Signatory must be submitted stating:</p> <p>“We have read the clause regarding restrictions on procurement from a bidder/OEM 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>

**NOTE:** Bidder must comply with all the criteria mentioned above. Photocopies of relevant documents / certificates with company stamp, 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. The decision of the Bank in this regard shall be final, conclusive and binding upon the Bidder.

**Further, all the undertakings/self-declarations must be submitted with the signature and stamp of Company Secretary or Board authorized representative (Copy of Board resolution to be submitted).**

## 1.2 Cost of Tender

The tender document may also be downloaded from the Bank's official website [www.punjabandsindbank.co.in](http://www.punjabandsindbank.co.in) and GeM Portal <https://bidplus.gem.gov.in/bidlists>. 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 favor of PUNJAB & SIND BANK (Bank a/c details given in Key Information) before the last date and time of submission of bid, failing which the bid of the concerned Bidder will be rejected. It may be noted that amount will not be refunded to any prospective bidder under any circumstances including cancellation of RFP.

## 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 Bid System Offer**

- a) The Bid Proposal being submitted would be binding on the Bidder. As such it is necessary that authorized personnel of the firm or organization must sign the Bid. The designated personnel should be authorized by a senior official of the Organization having such authority to do so. The same person or a different person should be authorized who should have Digital Certificate issued in his name and should have authority to quote offer price during On-line Reverse Auction. The details of Digital Certificate like Name, Digital Key details, Issuing Authority and validity etc. are to be provided. The Xerox copy of necessary Original Resolutions/ Authority/ Power of Attorney having authority to authorize the person to submit Bid Documents/ participate in Online Reverse Auction, on behalf of the Company shall be enclosed. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the designated personnel.
- b) The bidder shall submit his response to the present tender with the Indicative (Estimated) price which will contain the estimated pricing information. The indicative prices are to fix the start price for On-line Reverse Auction. The bidder(s) shall be intimated the date and time for participating in the On-Line Reverse Auction. Bidder should be agreeable to accept the offer at the price quoted in Reverse Auction, in case bidder is identified / selected as L1 Bidder.
- c) Any effort by a Bidder to influence the Bank in evaluation of his bid, bid comparison or contract award decision would result in the rejection of the said bid. The Bank's decision in this case would be final and without prejudice and will be binding on all parties.
- d) The Bank reserves the right to accept or not to accept any bid or to reject a particular bid at its sole discretion without assigning any reason whatsoever.
- e) Bid documents shall be submitted in a Single sealed envelope, proof of online payment towards document cost of RFP, EMD/Bid Security Declaration and other required documents as mentioned in the tender and a sealed envelope containing Indicative (Estimated) Price, duly super-scribing the envelope with the reference of this RFP, due date, name of the Bidder with contact details, Offer reference number etc. Bid document should be duly filed and all the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages from the beginning of the submitted Bid Documents should be serially number numbered with the Bidder's seal duly affixed with the Signature of the Authorized Signatory on each page. Documentary proof, wherever required, in terms of the RFP shall be enclosed.
- f) The Bids containing erasures or alterations will not be considered. There should be no handwritten material, corrections or alterations in the Bids. All details must be completely filled in.
- g) Reverse Auction would be conducted amongst all the technically qualified bidders except the highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
  - ii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
  - iii. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1.
  - iv. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1
- h) 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.
- i) 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.
- j) If any bidding firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered

### 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 hard bound file. No loose page should be submitted. The Technical Bid shall contain the following documents and should be properly sealed and marked as “Outsourcing of Settlement, End to End Reconciliation & Dispute Management of Digital Transactions of various Networks, Cash in ATMs/CRMs & Other Payment Systems in the Bank for 5 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	ISO Certification document.
6	Tender Covering Letter as per Annexure –I
7	Bidder's Information as per Annexure –II
8	Bid Security Declaration as per Annexure –III
9	Compliance to Minimum Eligibility Criteria as per Annexure–IV (please ensure that all related supporting documents to Minimum Eligibility Criteria are attached)
10	Certificate of Local Content Annexure – V
11	Acceptance of the terms and conditions of RFP and Technical Specifications (Compliance Certificate as per Annexure - VI )
12	Format of Bank Guarantee for Earnest Money Deposit Annexure - VII
13	Format of Performance Bank Guarantee Annexure - VIII
14	Non-Disclosure Agreement as per Annexure – IX
15	Certificate for Reverse Auction Process as per Annexure –X
16	Pre Contract Integrity Pact as per Annexure – XI

17	Proforma for Commercial Response as per Annexure -XII
18	Compliance certificate for Reverse Auction Process as per Annexure -XIII
19	Letter of Authorization for Reverse Auction Process as per Annexure- XIV
20	Undertaking by the Bidder for non-Blacklisting as per Annexure - XV
21	Pre-bid queries format on Annexure–XVI
22	Certificate for KYE(Know Your Employee) as per Annexure -XVII
23	Undertaking by the Bidder of Information Security as per Annexure - XVIII
24	Certificate for Restriction on Procurement due to National Certificate as per Annexure- XIX
25	Turnover Certificate along with Copies of Audited Balance Sheet and Profit & Loss account for the FY 2020-21,2021-22 & 2022-23 and Certificate from Company's Chartered Accountant / Statutory Auditor as per Annexure- XX
26	Certificate as per Annexure - XXI
27	Checklist for Technical Specification as per Annexure -XXII
28	Functional Specification as per Annexure - XXIII
29	Final Score Card as per Annexure - XXIV

**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 Cost of Bid Preparation

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

- 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.

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.

### 1.8 Soft copy of tender document

The soft copy of the tender document will be made available on the Bank's website [www.punjabandsindbank.co.in](http://www.punjabandsindbank.co.in) and GeM Portal <https://bidplus.gem.gov.in/bidlists>. 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.

### 1.9 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.



**Bid Submission through GeM :** The bid documents and commercial bid shall be submitted online on GeM portal as per this RFP document and as per the provisions and terms & conditions of GeM portal. Please make sure that all the documents are properly scanned and are legible to read. Bidder shall necessarily register on GeM portal for participating in the bid. Bidders will have to abide by terms and conditions of GeM portal for participating the bidding process.

**Submission of Hard Copies of Bid:** Bank Guarantee towards Earnest Money Deposit, integrity pact and all such Declarations/ Forms/ Formats/ Documents etc. asked in the RFP, which need to be submitted on Stamp Paper shall be submitted along with RFP Documents both Online (Scanned Copy) on GeM portal and Offline (Original) within the stipulated timeline by the bidder before bid submission timeline as mentioned above.

**Head office Reconciliation Department  
A-25, 2nd Floor, Community Centre,  
Jwala Heri, Paschim Vihar, New Delhi-110063.  
E-mail: [ho.reconciliation@psb.co.in](mailto:ho.reconciliation@psb.co.in)  
Phone: 8368018404/9988893352.**

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.

#### **1.10 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.

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

- i) Bids once submitted will be treated, as final and no modification will be permitted. No correspondence in this regard will be entertained.
- ii) No bidder shall be allowed to withdraw the bid after the deadline for submission of bids.
- iii) 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.

#### **1.12 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.

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.

#### **1.13 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.

#### **1.14 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.

#### **1.15 Normalization of Bids**

The Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that, shortlisted bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that, any of the Bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion request all the technically shortlisted bidders to re-submit the technical and Commercial Bids once again for scrutiny. The resubmissions can be requested by the Bank in the following manner;

Incremental bid submission in part of the requested clarification by the Bank.

OR

Revised submissions of the entire bid in the whole.

The Bank can repeat this normalization process at every stage of bid submission till Bank is satisfied. The shortlisted bidders agree that, they have no reservation or objection to the normalization process and all the technically shortlisted bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process.

The shortlisted bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

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

The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) amount of Rs.1,20,00,000/- in the form of Bank Guarantee and the same will be valid for the minimum period of 6 months from the last date for submission of offer with additional claim period of 45 days. Bank at its discretion can demand for extension for the validity of EMD. The format for submission of EMD in the form of Bank Guarantee is as per **Annexure VII**.

The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favor of Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be rejected summarily. The bank details for SFMS confirmation are as below.

The bidder has the provision to remit the Earnest Money Deposit through online mode to below mentioned account for this RFP:

Account Name : Punjab & Sind Bank  
Account No : 09295039026001 (14 digits)

IFSC Code : PSIB0020929

Bank & Branch : Punjab & Sind Bank, Jwala Heri, Paschim Vihar, New Delhi -110063

Bidders are requested to clearly mention the Name of the Firm with RFP No. in the Narration field.

Bid submitted without EMD will be rejected.

All MSEs having registration as per provisions of the Public Procurement Policy for Micro and Small Enterprises i.e. District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME and Startups (recognized by DIPP) are exempted from submission of Tender Fee and EMD only. Relevant certificates should be submitted by the bidder in this regard to avail exemption. Bid Security should be submitted by eligible MSEs/Startups on Company's letter head with company seal and signature of the authorized person as per **Annexure-III**.

The EMD may be forfeited/ Bank Guarantee may be invoked:

- a) If the bidder withdraws/amends the bid during the period of bid validity (180 days from the date of opening of bid).
- b) If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- c) The selected bidder withdraws his tender before furnishing the unconditional and

irrevocable Performance Bank Guarantee.

d) The bidder violates any of the provisions of the terms and conditions of this tender specification.

e) In case of the successful bidder, if the bidder fails:

- To sign the contract in the form and manner to the satisfaction of Punjab & Sind Bank.
- To furnish Performance Bank Guarantee in the form and manner to the satisfaction of Punjab & Sind Bank.
- Bank may proceed against the selected bidder in the event of any evasion, avoidance, refusal or delay on the part of bidder to sign and execute the Purchase Order / Service Level Agreements or any other documents, as may be required by the Bank, if the bid is accepted.
- The Execution of Bid Security Declaration/ Invocation of EMD may suspend participation of the Bidder in any tender in this Bank for three (03) years.

Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The EMD of the selected bidder will be returned within 15 days after submission of Performance Security.

### 1.17 Performance Bank Guarantee (PBG)

- i. The successful bidder shall have to submit Performance Bank Guarantee equivalent to 10% of Contract Value (Total Cost of **Annexure–XII**) to Head office within 20 days of acceptance of purchase order or signing of the contract whichever is earlier.
- ii. Security Deposit should be submitted by way of Bank Guarantee may be obtained from any of the Scheduled Commercial Banks (other than Punjab & Sind Bank) for an amount of 10% of total project cost.
- iii. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Punjab & Sind Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). However, it should be as per **Annexure-VIII**. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be summarily rejected. The bank details for SFMS confirmation are as follows:  
IFSC Code: PSIB0000606  
Bank & Branch: Punjab & Sind Bank, Rajendra Place, New Delhi -110 008
- iv. Security Deposit/Performance Bank Guarantee should be valid for Total Contract Period from the date of acceptance of order and shall be retained till the completion of Contract period. The guarantee should also contain a claim period of 90 (Ninety) days beyond the date of completion of all contractual obligations of the supplier.
- v. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and contract period.
- vi. 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.
- vii. 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

- viii. Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number.
- ix. 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.
- x. 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.
- xi. 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.
- xii. 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.
- xiii. Bank shall invoke the Performance Bank Guarantee to recover penalty/damages if the bidder fails to perform the contract or to pay the due penalty if any even after the cure period of 15 days.
- xiv. Further, in case the selected Bidder fails to submit performance guarantee within the time stipulated, penalty of Rs.1,000/- per day, subject to maximum 1% Total contract value will be levied. Bank shall invoke the Performance Guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or Bank incurs any loss due to Bidder's negligence in carrying out the obligation as per the agreed terms & conditions. Bank also reserves the right to cancel the order in case of non-submission of PBG by the bidder.
- xv. In case the Rate Contract is extended after the Rate Contract Period of five 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.

#### **1.18 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.

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

For clarification of doubts of the bidders on issues related to this RFP, the Bank intends to hold a Pre-Bid Meeting as per GeM Guidelines and Procedure 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 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–XVI** (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 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.

Bank will consolidate all the queries and the replies for the same shall be made available in the GeM portal( <https://bidplus.gem.gov.in/bidlists>) and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the Bidders and any clarification/addendum/corrigendum furnished thereof will become part of the RFP and it will be binding on the Bidders.

### **1.20 Evaluation Process of the Bids**

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 who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be considered by the Bank for further detailed evaluation. The Bidders who do not meet the eligibility criteria and all terms during preliminary examination will not be considered for further evaluation.

#### **Preliminary Scrutiny**

The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.

b. The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.

c. The Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law, Bank Guarantee will be deemed to be a material deviation.

d. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence. The Bank reserves the right to evaluate the bids on technical and functional parameters, including possible visit to inspect live site/s of the Bidder and witness demos of the system and verify functionalities, response times, etc.

e. If a Bid is not responsive, it will be rejected by the Bank and may not subsequently

be made responsive by the Bidder by correction of the non-conformity.

f. If any information / data / particulars are found to be incorrect, bank will have the right to disqualify / blacklist the company and invoke the performance bank guarantee/ EMD.

#### **Eligibility Criteria Evaluation** -(Mandatorily to be met by the bidders)

**Technical Evaluation:** The technical bid submitted by the Bidder will be evaluated only if they fulfill the minimum eligibility criteria. The technical bid evaluation (technical and functional specification) will be done on a total score of 200 as per score card attached in **Annexure XXIV**. The proposal evaluation will be based on the evaluation matrix as per **part B of Annexure-XXII and part B Annexure XXIII**.

**Minimum prescribed bid evaluation score for being technically qualified:** Bidders scoring at least an overall score of 70% marks or more in the technical evaluation (technical and functional specification) will be declared technically qualified. The bidders scoring less than 70 % marks (cut-off score) in the technical evaluation shall not be considered for further selection process and their offers will be dropped at this stage. In case none of the participating bidders qualify on technical criteria by reaching or exceeding the cut off score of 70%, then the bank, at its sole discretion, may relax the cut-off score to a lower value, which, in any case, shall not fall below 50%. In case at-least two participants have not scored 50%, then the Bank reserves the right to cancel and go for retendering process. However, this would be at the sole discretion of the Bank. Bank reserves the right to conduct reference site visit/ video conference/ voice call with the Client to substantiate the credentials/ copy of PO/ Contract copy/ sign-off submitted by Bidder. In case the input/ feedback received from the Client is negative/ unsatisfactory, bank reserves the right to reject the Bid.

Bank reserves the right to waive any of the Technical and Functional Specifications during technical evaluation, if in the Bank's opinion it is found to be minor deviation or acceptable deviation. Scoring shall be done based on the documents submitted along with the technical bid. The total marks scored in the technical evaluation shall be informed to the participating bidders. Decision of the Bank on evaluation of technical bids shall be final and binding on all bidders and Bank won't accept/consider any kind of claims whatsoever from the bidders. It shall be the responsibility of the bidder to submit required documentary proofs which are necessarily unambiguous and shall be capable to establish beyond any doubts that bidder is satisfying the particular criteria/clause for which the document is submitted. Bank shall disclose the only the individual technical scores obtained by bidders in the technical bid evaluation.

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

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

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

The Bank reserves the right of selection of vendor by rates quoted by the bidders in reverse auction over GeM Portal (who are found eligible after evaluation of Technical Bids).

#### **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.

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

#### **The Commercial bidding will be carried out through Online Reverse Auction over GEM portal.**

- The Indicative commercial bids of only the technically qualified bidders will be opened.
- In the Indicative commercial bids (In **Annexure - XII**). Prices shall be expressed in Indian Rupees only. The bidder must quote prices exclusive of all applicable taxes / GST and duties.
- The cost will not depend on any variation in dollar exchange rate/change in tax structure.
- The bidder must quote the best competitive price in the indicative commercial bid.
- Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder.

#### **Price Variation Factor**

"If a bidder quoting higher prices, higher by more than 40% as compared to the average indicative quoted prices (of all technically qualified bidders) for all items in aggregate (TCO), the same bidder shall not be called for reverse auction process".

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

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

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

- reject / cancel the bid/proposal after giving 7 days' notice to the such bidder/s; and /or
- forfeit the bid security and/or invoke Bank Guarantee; and /or
- recover cost incurred/to be incurred by the bank for the delay in implementation including the penalty, if any, imposed by the Regulator/Government/Other authorities for non-compliance of Regulatory/ Government/Other authorities guidelines; and /or
- debar such bidder/s from future RFP processes/contracts for the period as deemed fit by the Bank; and/or
- circulate the list of such entities to member organization/s for circulation among members and/ or
- Circulate/publish the list of such entities, as deemed fit.

In the event of rejection/cancellation of any bid/s as above, the Bank shall also be within its



absolute right at its sole discretion to award the contract to the next bidder/s in the ratio stated in the RFP.

### **Reverse Auction**

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

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

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

**Head office Reconciliation Department  
A-25, 2nd Floor, Community Centre,  
Jwala Heri, Paschim Vihar, New Delhi-110063.  
E-mail: [ho.reconciliation@psb.co.in](mailto:ho.reconciliation@psb.co.in)  
Phone: 8368018404/9988893352.**

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

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

#### **PURCHASE PREFERENCE:**

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

1. **Micro & Small Enterprises [MSEs]:** Procurement through MSEs (Micro & Small Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification no. D.L.- 33004/99 dated 23.03.2012 and as amended from time to time. Following are the conditions applicable as per the Government of India Guidelines:
  - 1.1. MSEs should provide proof of their being registered as MSE for the item under RFP along with their offer, with any agency mentioned in the Notification, including:
    - 1.1.1. District Industries Centres or
    - 1.1.2. Khadi Village Industries Commission or
    - 1.1.3. Khadi & Village Industries Board or
    - 1.1.4. Coir Board or National Small Industries Corporation or
    - 1.1.5. Directorate of Handicrafts & Handloom or

1.1.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.

1.1.7. Udyam Registration Certificate

1.2. MSEs are exempted from paying EMD, subject to furnishing of Valid certificate for claiming Exemption.

1.3. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Punjab & Sind Bank as per **Annexure-XXI**.

1.4. The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.

1.5. 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.

1.6. Kindly note that no relaxation in any of the eligibility criteria will be provided to MSE bidders

1.7. The details are available on web site [dcmsme.gov.in](http://dcmsme.gov.in). Interested bidders are requested to go through the same for details.

## **2. Start-up:**

2.1. Applicable for Indian Bidders only as defined in gazette notification no. D.L-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time.

2.2. As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in RFP document.

2.3. Further, the Start-ups are also exempted from submission of EMDs.

2.4. For availing the relaxations, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

2.5. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Punjab & Sind Bank as per **Annexure-XXI**.

## **3. Procurement through Local Suppliers (Make in India):**

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

3.1. "Local content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the

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

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

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

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

The Bank reserves the right to award the contract in whole or in part. The acceptance

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

## **1.22 Amendment to RFP Contents**

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

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

## **1.23 Disqualification**

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

## **1.24 Contract Period**

The initial contract shall be for (05) Five years (unless terminated by the Bank before that date). Effective date of contract will be from the date of acceptance of Purchase order. Further, Bank reserves the right to extend the contract after the expiry of the initial term on existing terms & conditions and at existing rates for (02) Two years.

## **1.25 Fixed Price**

The prices quoted in the tender response will be fixed for the period of the contract. The price should be exclusive of all taxes and levies which will be paid by the Bank at actual.

## **1.26 Project Execution**

The entire project needs to be completed expeditiously. The Bank and the selected bidder/s shall nominate a Project Manager each immediately on acceptance of the order, who shall be the single point of contact for the project. However, for escalation purpose, details of other persons shall also be given.

The project manager nominated by the bidder/s should have prior experience in implementing similar project. Project Kick-Off meeting should happen within 7 days from the date of acceptance of purchase order. The Bidder/s shall submit a Weekly progress report to the Bank as per format, which will be made available to the selected bidder.

## **1.27 Turn Around Time**

The Bidder will maintain a Turn Around Time (TAT) for all Networks as per RBI/NPCI or Govt. of India agency guidelines.

## **1.28 Liquidated damages**

- For implementation of the project; the successful bidder has to necessarily comply with Time Schedule for the following activities:

Activity	Timeline for completion	Liquidated Damages
Installation of Solution at Bank's premises.	6 weeks from the date of accepting the purchase order	The total time to complete the entire activities is 14 weeks from the date of accepting the purchase order by the successful bidder. Any delay in completing any or all will
Migration of data from the existing system to the service provider's system and testing of all the existing functionalities	8 weeks from the date of accepting the purchase order	

specified in the RFP.		attract penalty at the rate of Rs.5000/- (Rupees Five Thousand Only) per day after 14 weeks from the date of accepting the purchase order.
Parallel run of the new reconciliation system along with the existing system.	10 weeks from the date of accepting the purchase order	
Commencement of live operations from the new system.	14 weeks from the date of accepting the purchase order	

- The Bidder shall be charged penalty for not adhering to the TAT as below:-

S.No	Work	Period	Penalty Amount (In Rupees) Per day/per GL Account	Maximum Penalty Cap Per GL Account (In Rupees)
1	Delay in Settlement	2 <sup>nd</sup> to 5 <sup>th</sup> day	2000	5000
		5 <sup>th</sup> to 10 <sup>th</sup> day	5000	15000
		10 <sup>th</sup> to 20 <sup>th</sup> day	10000	25000
		Beyond 20 days	20000	40000
2	Delay in Reconciliation	2 <sup>nd</sup> to 5 <sup>th</sup> day	2000	5000
		5 <sup>th</sup> to 10 <sup>th</sup> day	5000	15000
		10 <sup>th</sup> to 20 <sup>th</sup> day	20000	40000
		Beyond 20 days	30000	60000
			Penalty amount/per day/per ATM (In Rupees)	Maximum Penalty Cap Per ATM (In Rupees)
3	Delay in Cash at ATM Reconciliation	Beyond T+5 days	5000	40000

- Penalty for Audit Gaps/VAPT:-

S.No	Item	Issue Categorization	Resolution Period	Penalty Amount
1	Audit gaps/VAPT Resolution	High	Within 20 days	INR 15,000 per issue per day post the resolution period till the issue/gap closure date
2		Medium	Within 40 days	INR 10,000 per issue per day post the resolution period till the issue/gap closure date
3		Low	Within 60 days	INR 5,000 per issue per day post the resolution period till the issue/gap closure date

Vendor is required to submit the compliance document confirming that the identified gaps have been closed.

- The total of penalties as per SLA and the Liquidated damages will be subject to a maximum of 10% of the overall contract value. Once the maximum deduction is reached, the Bank may consider termination of the Contract at its discretion.
- Bidder may require to pay penalty for the under mentioned circumstances also.
- Delay in customer credit beyond TAT i.e. Rs 100 penalty per customer per day for delay in credit.
  - Penalty for non-submission of Reports charged by Network provider as per Network.
  - Penalty charged for Banking ombudsman cases, consumer forum cases or RBI cases where bidder has failed to adhere guidelines or TAT.
  - Penalty for non-reporting of shortages within TAT, Rs. 30,000/- per day beyond 20 days. Full amount in case of wrong representment and wrong Pre arbitration rejection.
  - Full amount in case of wrong customer credits.
  - Full amount in case of wrong Merchant payments.



- vii. Bidder will be completely responsible for the loss done by their manpower deployed. Bidder will be completely responsible for the loss in case of system failure.
- viii. Any Delay in providing the Detailed RCA (Root Cause Analysis) report, bank shall levy penalty of INR 5,000 for each of week of delay or part thereof.
- ix. In case any complaint registered by the Customer of Bank to the vendor, remains unresolved/ open beyond 24 hours, solely on account of inaction by the selected Bidder, a penalty of Rs.1,000/- (Rupees One thousand only) per instance per day will be levied from the 2nd day, besides recovery of the damages suffered by the Bank, if any, due to such action.

### **1.29 Signing of Contract**

On the completion of selection process, the selected bidder needs to execute a comprehensive Service Level Agreement (SLA)/Contract with the Bank within thirty (30) days from the date of issuance of Purchase Order. The Contract period will be for Five Years covering all terms and conditions of 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 a contract is issued. The Pre Contract Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form a part of the Contract Agreement till the conclusion of the contract.

### **1.30 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.

### **1.31 Re-tendering:**

In case only a single bidder qualifies the technical evaluation, in such event, Bank may cancel the tender process and re-tender it in conventional two part bid method as per GeM Rule.

### **1.32 Re-auction:**

Bank will consider re-auction in the following circumstances:

- During the reverse auction process, if there is no bid from logged in bidders or only one bidder puts in bid/s, Bank may decide a re-auction by taking fresh indicative prices from all technically qualified bidders in sealed covers only, to amend the start price for re-auction.
- In case start price of Reverse auction is decided by the Bank and there are no bids or only one bidder bids in the Reverse auction, Bank may decide re-auction while further revising the start price.
- Reverse auction will be valid only if two or more Bidders participate in the reverse auction event.

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## **CHAPTER 2: TERMS AND CONDITONS**

### **2.1 Payment Terms**

Within 30 days as per GeM terms from the date of receipt of bills accompanied by the complete set of documents required by the bank to process the same and duly supported by MIS of transactions reconciled during the period.

No advance payments shall be made.

### **2.2 Assignment & Subcontracting**

- The selected bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under the contract without the prior written consent of the Bank.
- The selected bidder should not sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority (refer: F/No.6/18/2019-PPD dated 23/07/2020 of Public Procurement Division, Department of Expenditure, Ministry of Finance). Any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.
- If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this tender shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Agency under this tender.

### **2.3 Insurance**

If there is any delay in the installation which could be attributed to Bank, in such an event the insurance must be available for minimum 30 days from the date of delivery of Solution.

Bidder will get the Insurance cover, for all risk, for the systems they provided for the project. The cost of the same will be borne by the bidder.

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

Delivery of the Products and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed in the Bid Schedule.

If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Products and performance of Services, the Supplier shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Bank shall evaluate the situation and may, at its discretion, extend the Suppliers' time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.

Except as provided in the above clause, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

## 2.5 Order Cancellation

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



## **2.6 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.

## **2.7 Disaster Recovery Mechanism**

The proposed system must be capable of and compatible for Disaster Recovery Implementation. The successful bidder should describe the provisions of DR/BCP or the time frame in which they will be available.

## **2.8 Submission of Business Continuity (BCP)**

- i. Successful Bidder should have an approved and signed Business Continuity Plan (BCP) in place and should provide the detailed documentation for Business Continuity Plan approved and signed by the competent authority. The BCP should contain recovery time objectives and resumption operating capacities. Escalation, activation and crisis management procedures shall be clearly defined.
- ii. Successful Bidder should regularly test its BCP plans to validate the feasibility of the recovery time objectives and resumption operating capacities and notify the Bank for the test findings.
- iii. Bidder shall notify the Bank of any significant changes in the BCP and of any adverse developments that could significantly impact the service provided to the Bank

## **2.9 Audit by Third Party**

Punjab & Sind Bank & its regulators like RBI, CSITE etc. reserves the right to inspect and/or conduct audit (Accounting & IS Audit) at the site of any procedures, services and functionality offered by the selected bidder under this agreement at their corporate office, DC and DR sites. Punjab & Sind Bank will undertake audits by itself or through its designated company (IS Auditors, CCA, Statutory auditors) for audits on regular basis to audit the procedures, services and functionality for conformance as per this

agreement.

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

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

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

#### **2.10 Acceptance of Order:-**

The bidder shall give acceptance within 7 days from the date of receipt of the Purchase Order. Bank has right to cancel the order, if the same is not accepted within 7 days from the date of receipt of order, otherwise it will be considered as accepted.

#### **2.11 Assignment:-**

The Bidder 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.

#### **2.12 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.

#### **2.13 Use of Contract Document and Information:**

The Bidder 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.

## **2.14 Structured Walkthrough**

- The Structured Walkthrough stage involves the Bidder constructing a pilot of the system for the review of Punjab & Sind Bank. This stage would provide the bank's team to evaluate the proposed solution in a "Near to Real Life" environment.
- The objective of the Structured Walkthrough is to:
  - Demonstrate the solution in real life as indicated in the RFP;
  - Understand the software solution's features in greater detail;
  - Understand the software solution is fit to the requirements contained in this RFP;
  - Evaluate the software's ability to meet the functional requirements for business operations; and
  - Identify, at a macro level, the extent of Gap in the services required and services offered.
- The preferred approach for the structured walkthrough would be agreed with the Bidders. The Bidders are expected to provide the infrastructural requirements for conducting this exercise. Punjab & Sind Bank shall not be under any obligation to bear any part of the expenses incurred by the Bidders for the Structured Walkthrough.

## **2.15 Designing and Implementation Plan**

Bank expects the Bidder to submit a detailed plan (PERT chart) for implementation of the project which should include the full scope of the project as mentioned above. On acceptance of such plan by the Bank, the bidder is required to carry out the implementation of the project.

## **2.16 Liability on account of any System Compromise**

Bidder shall inform the Bank immediately with full details of any security lapse / compromise for taking necessary steps against misuse on account of such occurrence and also take steps to mitigate the risk. Bidder shall be fully liable in case of any Security lapse / Compromise/Any technical Glitch and liability arising in such cases shall be reimbursed by the bidder to the Bank.

## **2.17 Patent Rights**

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

## **2.18 Limitation on promotion**

The Bidder shall agree to make no reference to the Bank for the procurement of products and services hereunder or the agreement in any literature, promotional material, brochures, sales presentation or the like without the express prior written consent of the Bank.

## **2.19 Set off**

Without prejudice to other rights and remedies available to the bank, bank shall be entitled to set off or adjust any amounts due to the bank from bidder against any payments due and payable by bank to bidder for the services rendered

## **2.20 Roles & Responsibility during Project Implementation:**

- All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation, testing, commissioning maintenance during warranty shall be provided by the Bidder at no extra cost to the Bank for completing the scope of work as per this GeM bid.
- The selected Bidder shall take all steps to ensure safety of Bidder's and the Bank's personnel during execution of the contract and also be liable for any consequences due to omission or act of the selected bidder or their sub-bidders.
- In case of any damage of Bank's property during execution of the work is attributable to the bidder, bidder has to replace the damaged property at his own cost.

## **2.21 Responsibilities of the Selected Bidder:**

- The Selected bidder has to inform change in the management of the company, if any, to the Bank within 30 days from the date of such change during Contract period.
- The Bank will call for Audited Balance Sheet of the selected Bidder at any point of time during Contract period and the selected Bidder shall provide the same.
- The selected bidder shall submit updated Escalation Matrix for the product/services.

## **2.22 Support staff Requirements**

**The Bidder by executing the agreement shall be deemed to have unconditionally agreed as under**

- The Bidder shall provide a contingent of well trained personnel and extend necessary mentoring and operational support to the intermediary network of agents, etc. as part of the solution/service.
- The Bidder shall confirm that every person deployed by them on the project has been vetted. The Bidder shall manage the activities of its personnel or others engaged in the project, etc. and shall be accountable for all the personnel deployed/engaged in the project.
- In case the performance of the Bidder/agent/employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, The Bidder shall have to replace the said person within the time limits stipulated by the Bank.
- No right to employment in the Bank shall accrue or arise to the employees or agents of the Bidder, by virtue of engagement of employees, agents, etc. of The Bidder for any assignment under this project. It is further clarified that the arrangement herein with the Bidder is a contract for service.
- The Bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications and skills and deployment experience for all critical activities.
- The Bidder shall extend all of the outsourced banking and financial services by deploying such personal that have high integrity and meet the qualifications and other criteria stipulated by the Reserve Bank of India , Government or the Bank from time to time and agrees and undertake that during the subsistence of this agreement they will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time ,as per the provisions of Minimum Wages Act 1948.

## **2.23 Responsibility for Completeness**

- The Selected bidder shall ensure that the Application Software provided meets all the technical and functional requirements with the Bank's hardware as envisaged in the scope of the GeM bid.
- The bidder shall deliver, install, configure the supplied Solution/service as per Technical specification and Scope of Work described elsewhere in the GeM bid and arrange for user level demo at bidder's cost as per accepted time schedules. The bidder is liable for penalties levied by Bank for any deviation in this regard. The bidder shall provide for all drivers/software required to install, customize and test the system without any further charge, expense and cost to Bank.
- The Bidder shall be responsible for any discrepancies, errors and omissions or other information submitted by him irrespective of whether these have been approved, reviewed or otherwise accepted by the bank or not. The bidder shall take all corrective measures arising out of discrepancies, error and omission other information as mentioned above within the time schedule and without extra cost to the bank.

## **CHAPTER 3 - LEGAL AND CONTRACTUAL**

### **3.1 Dispute Resolution Mechanism**

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

- I. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- II. The matter will be referred for negotiation between Dy. General Manager/ 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 award will be recorded in writing, along with the reasons therefore. 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.

### **3.2 Jurisdiction & Governing Law**

The Purchase Contract shall be governed by the Laws and Regulations of India for the time being in force and will be subject to the exclusive jurisdiction of the courts in New Delhi.



### **3.3 Notices**

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

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

### **3.4 Authorized Signatory**

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank with regard to the obligations under the Contract. The 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 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, favoring representing executive should be submitted as part of the Technical Bid.

### **3.5 Force Majeure**

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

- Natural phenomenon, including but not limited to floods, droughts, earthquakes 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.

### **3.6 Confidentiality**

The selected bidder 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 bidder 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 bidder 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 data is confidential and should NEVER be disclosed to any institutions or used by the bidder for purpose other than required for performing the Contract. The selected bidder 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 bidder undertakes not to keep this data with its company after the end of this agreement. This clause will outlive the agreement date.

The Bidder shall sign a Non-disclosure Agreement as per **Annexure-IX**.

### **3.7 Ownership and Retention of Documents**

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

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

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

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

### **3.8 Intellectual Property Rights**

In the event of any claim asserted by a third party of infringement of Copyright, Patent, Trademark, Industrial Design rights, etc., arising from the use of the Goods or any part thereof in India or abroad, the Bidder shall act expeditiously to extinguish such claim. If the Bidder fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. The Bank will give notice to the Bidder of such claim, if it is made, without delay. The Bidder shall indemnify the Bank against all



third party claims.

The bidder acknowledges that business logics, work flows, delegation and decision making processes of Bank of sensitive nature shall not be disclosed/referred to other clients, agents or distributors of Hardware/Software.

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

The selected Bidder 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 bidder to manufacture the patented designs shall be given to the Bank. The bidder shall furnish Indemnity bond for providing adequate maintenance/service support for their CRM during both warranty and post warranty periods (of minimum 5 years) failing which bank shall have the right to proceed against the bidder for damage legally or otherwise. Orders will be placed on the approved bidder based on the cost of machines as approved by the Bank. Bidder 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.

### **3.10 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.

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

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

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

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

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

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 Card Management solution is compliant to all existing regulatory guidelines of GOI /RBI and also adheres to requirements of the IT Act 2000 (including amendments in IT Act 2008) and Payment and Settlement Systems Act 2007 and amendments thereof. A self-declaration to this effect is to be submitted by the bidder.

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

Compliance in obtaining approvals/permissions/licenses: The 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 or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all third party claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the 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.

### **3.11 Conflict of Interest**

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

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.

### **3.12 Inspection of Records**

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

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

### **3.13 Data Ownership**

The customer data, card data and ATM data (including location details) provided by Punjab & Sind Bank to bidder is exclusively the property of Punjab & Sind Bank.

### **3.14 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.

### **3.15 Solicitation Of Employee**

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.

### **3.16 Limitation of Liability**

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

### 3.17 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 bidder 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 -XI** on Rs.100/- stamp paper.

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

Sh. Asha Ram Sihag & Sh. Aditya Prakash Mishra have been appointed as IEM (Independent External Monitor) for the bank. IEM can be contacted at: -

1. Sh. Asha Ram Sihag,  
Email: arshihag@gmail.com  
Mob: 9911558502

2. Sh. Aditya Prakash Mishra  
Email: apmishra53@gmail.com  
Mob: 9560625666

### 3.18 Non-Disclosure Agreement

The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking and have to sign Non-Disclosure Agreement as per **Annexure-IX** on Rs.100/- stamp paper/Stamp paper of requisite value for Agreement at place of execution (whichever is higher). 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 4: SCOPE OF WORK**

### **4.1 Estimated Transactions for all digital channels in next 5 years:-**

S.No	Estimated Transactions (Figures in Crore)					
	Year 1	Year 2	Year 3	Year 4	Year 5	Total
1	62.29	77.02	91.60	107.04	125.05	463
	Estimated No. of ATMs/BNAs/CRMs					
	Year 1	Year 2	Year 3	Year 4	Year 5	Average of 5 years
2	1500	1800	2000	2200	2500	2000

Note :-The number of transactions, ATMs/BNAs/CRMs mentioned above are indicative. The actual number of transactions / number of ATMs/BNAs/CRAs may differ from time to time.

### **4.2 Broad Scope of work:**

#### **The Broad Scope of work is as under:-**

The project is to be executed on an OPEX Model on per transaction basis. A Bidder putting in a Bid under this RFP must be capable of handling all activities related to Settlement, End to End Reconciliation & Dispute Management of Digital Transactions of various Networks, Cash in ATMs/CRMs, UPI, IMPS, NEFT, RTGS Payment Gateways, Merchant Acquiring POS transactions, BQR/ UPI QR, Prepaid cards & other payment Systems. Various networks and projects mentioned are as under:

- a. Debit Card Transactions, National Financial Switch (NFS), RuPay, Visa, MasterCard, JCB, QSPARC, DFS etc.
  - b. ATM Transactions (On-Us, Acquiring and Issuer)
  - c. Cash Reconciliation in ATMs/CRMs/BNAs
  - d. Unified Payment Interface (UPI) (incl. BHIM) (through any channel)
  - e. Immediate Mobile Payment System (IMPS) (through any channel)
  - g. Aadhaar Enabled Payment System (AePS)/ Bhim Aadhar Pay
  - h. Bharat QR/ UPI QR
  - i. NEFT (National Electronic Fund Transfer)
  - j. RTGS (Real Time Gross Settlement)
  - k. GLs Reconciliation (All Digital Channels)
  - l. POS transactions ( Merchant Acquiring)
  - m. Payment Gateways
  - n. Bharat Bill Payment System (BBPS)
  - o. Other similar products to be launched in near future
- Bidder has to conduct reconciliation of other network also which bank may join during the contract period.
- Trained staff with required qualification/experience in delivery channels reconciliation.

- Batch/Cycle wise Reconciliation for Digital channels (as per Banks requirement).
- Fully Automatic Reconciliation Process (as per Bank requirement).
- Application must be deployed in the Bank's Data Centre and DR site.
- Scalability for next 5 to 7 years.
- Deployment of manpower for end to end reconciliation process by Bidder at Delhi-NCR on-site or any Centre as decided by the Bank for smooth functioning of day-to-day activities.

#### **4.3 Hardware, Software & other infrastructure:**

The Reconciliation solution to be provided should comply with Reserve Bank of India/IBA/NPCI/ Govt. of India and VISA/MasterCard guidelines. The activities relating Settlement, End to End Reconciliation & Dispute Management of Digital Transactions of various Networks & Cash in ATMs/CRMs, Digital Currency and other Payment Systems includes:

- The project is to be executed on an OPEX Model on per transaction basis; where in the required application reconciliation software, hardware, OS licenses or any other licenses required and the manpower for reconciliation services is to be supplied by the bidder and sized to meet the current and projected future requirement at no additional cost to Bank. The required hardware (Servers, SAN Storage, PCs, network switch, Rack. Etc.), system software has to be provided by the Bidder for primary (PR) and disaster recovery site (DR). The Bidder has to specify the hardware specification including storage being offered in their technical bid. On Completion of the contract Period, the Bank shall be entitled to take over all the deliverables and/or the assets from the vendor utilized under this agreement for the purpose of provision of the services at a total consideration of Rupee 1/- and the vendor shall promptly transfer the same free of all lien, charges, liabilities and encumbrances of the Bank.
- **Database:-**Bank has signed ULA Agreement with Oracle for the following Items:
  - Oracle Database Enterprise Edition
  - Oracle Real Application Clusters
  - Oracle Partitioning
  - Oracle Diagnostics Pack
  - Oracle Tuning Pack
  - Oracle WebLogic Suite
  - Oracle Advanced Security
  - Oracle Data Masking and Subsetting Pack
  - Oracle Active Data Guard
- Bidder to provide sizing of database i.e. Edition, Version, Quantity of Licenses for all in-scope applications.
- Bidder is required to size, design, implement, monitor, Maintain and Manage Database for recon application for the entire contract durations. Bidder to ensure that the proposed application should run on Oracle Database only.
- Bidder has to implement the recon solution from the list of Oracle ULA to ensure best of the breed implementation with no performance bottleneck.
- The Bidder to ensure that all the necessary hardware supply and installed at PR and DR should be new and details of the same to be shared with Bank.
- In case the software is not owned by the bidder, the bidder needs to have back to back arrangement with OEM for implementation, maintenance and customization of



the Transaction Reconciliation Software without any cost to the Bank. The bidder also needs to provide letter from OEM confirming that the software implementation, maintenance, necessary customization will be carried out specifically for the Bank for the entire contract period. The copy of the ATS (Annual Technical Support) agreement between the bidder and the OEM should also be given to the Bank. The ATS agreement must be valid for the entire contract period.

- Any other third party tools / applications required to run the application will also have to be provided by the bidder.
- The software and solution to be deployed at successful bidder's own cost.
- The successful bidder is responsible for any license/utilities/Middleware/ certifications required to run the solution at their own cost.
- Solution provider should consent to keep source code in Escrow under dual custody.
- Bidder shall allow the Bank and its regulators for periodic visit and audit or as a when required.
- The vendor working in premise should be prohibited from carrying electronic devices/gadgets which are used for data transfer such as pen-drive, USB, Dongles, Card Readers, CD/DVD, Laptops, etc.
- Based on the important and criticality, permission can be granted by vertical head only to carry the devices/gadgets into premises.
- In this regard, an undertaking should be given by the bidder that "The device/gadget should be used only for official purpose, and it should not be connected to Bank's network".
- "Any license violation on the part of the outsourced bidder shall not put bank at risk. Bank shall reserve the right to audit the license usage of the bidder or shall ask the bidder to take undertaking of non-violation of license".
- Masking of card data should comply as per regulatory guidelines.
- Encryption/Decryption of Files to be done (as per the bank requirement).
- The bidder should either own the software or hold license, with the right to customize the solution if required during the tenure of the contract. No additional cost for any form of customization to meet the scope will be paid by the Bank.
- The bidder shall deploy adequate number of skilled & experienced manpower to carry out end to end reconciliation of Digital transactions of Various networks, Cash in ATMs/CRMs and other Payment Systems considering fallback / disaster arrangements.
- The space for hosting the solution and for carrying out the operations such as telephone line shall be provided by Bank at any of the Banks premise in Delhi NCR or from any other location decided by the Bank from time to time.
- The system should also be scalable (for 5 years to 7 years) for taking higher transaction volume in the future without demanding any external storage devices from the Bank.
- The bidder to ensure security and confidentiality of the data or information obtained from the Bank.

- The software should be efficient enough to Process the projected volume of transactions.
- Vendor is required to provide the Root Cause Analysis of the issues being notified by the bank identified by the Vendor in the proposed solutions within Two (2) Week of issue being notified/identified.
- The bidder should provide all interfaces required with CBS, ATM Switch, DCMS, Web services, other packages provided by the networks, Dispute Tracker of the bidder and any other systems for any interface, if required.
- The turnaround time for reconciliation of any transaction shall be as per the prescribed TAT of NPCI/RBI or decided by Bank. The bidder will be required to follow-up with branches, Bank's ATM Managed Service Provider(s) and Ministry of Finance (MoF) Service Provider(s), other offices for obtaining data files/settlement files/CBR/EJ/JP/CCTV/DVR Footage or any other information required for reconciliation of ATMs/CRMs, claim settlement, Network Reconciliation of Digital Transactions and GL reconciliation. The bidder will be required to handle queries from branches on the reconciled and pending entries etc.
- The data received by the bidder shall be used for the sole purpose of reconciliation and same shall be in the custody of the Bank.
- It will be binding upon the bidder to install the recon solution and integrate it with related systems i.e. CBS, Switch, CRM etc. In case of problem, the same has to be settled by the bidder with the concerned vendors with the help of Bank.
- The successful Bidder has to provide the necessary resources available to manage the application.
- The turnaround time for reconciliation of any transaction shall be as per the prescribed TAT of NPCI/RBI or decided by Bank. The bidder will be required to follow-up with branches, Banks ATM Managed Service Provider and Ministry of Finance (MOF) Service Providers, NPCI, other Banks for obtaining data files/settlement files/CBR/EJ/JP/CCTV/DVR Footage or any other information required for reconciliation of ATMs, claim settlement and Network Reconciliation of Transaction. The bidder will be required to handle queries from branches on the reconciled and pending entries etc.
- As per requirement of the Bank, the bidder have to handle the reconciliation of all payment systems like Mobile Banking, debit card, IMPS (Immediate Payment Service), NEFT,RTGS, Cardless Payment, Pre-Paid Card, Internet Banking, Payment Gateways, Micro ATM Transactions, Bharat Bill Payment, AePS, Aadhar Pay, UPI,JCB,ATM, BNA(Recyclers),CRMs or any other enhancement and new services from time to time during the contract period with the agreed terms of transaction cost.
- The selected bidder has to reconcile the transaction done through Cash Recycler/Cash Deposit machines connected to ATM Switch and NFS Network and its subsequent GL Heads of CBS.
- The bidder must have the provision to customize the solution if required during the tenure of the contract without any additional cost to Bank.
- The successful Bidder has to impart necessary basic training to the employees of the

bank to handle the system in case of need.

- Selected bidder has to attend the call and e-mail from the branches as well as from customers on the dedicated phone number and e-mail given by the Bank and act promptly on time bound manner.
- Bank will share the CBS host file and switch file in the existing format. The selected bidder has to ensure to read and process such files.
- Bidder should take back up of all the activities on Daily Basis, Bank may ask the required data any time and Bidder should be ready to provide the same.
- Bidder should be able to store online data up to 3 years and store all the data beyond three years in back up hard drive or backup tapes or archival.
- Bidder should be able to restore back up data as and when required by Bank within 24 hours of Requirement failing which Bank may impose penalty @ Rs. 10,000/- per day.
- Bank would be conducting UAT (User acceptance testing) of the solution to ensure all the functionality.
- Bidder should be ready to share the details of all the test cases in detail.
- Bidder should take sign off from Bank before going live of product and customization.
- If Bank will not satisfy with the product in UAT bidder should be ready to make changes and for any customization
- Bank will not Customize its files structure i.e., CBS file, switch file, EJ or Network file according to Bidder instead Bidder has to customize its software.
- System and software of Bidder should be capable of customization and not hard coded
- Bidder should be able to develop system for new products within 15 days of requirement at no additional cost to Bank.

#### **4.4 Adherence to Cyber Security Systems**

- Bidders are liable for not meeting the security standards or desired security aspects of all the ICT resources as per Bank's IT/Information Security / Cyber Security Policy. The IT /Information Security/ Cyber Security Policy will be shared with successful bidder. Bidders should ensure Data Security and protection of facilities/application managed by them.
- The deputed persons should be aware about Bank's IT/IS/Cyber security policy and must maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised / disclosed/ misused/misappropriated then bank would take suitable action as deemed fit and selected bidder would be required

to fully compensate the bank of loss incurred by the bank.

- Bidder must agree and provide undertaking not to disclose any Bank information and will maintain confidentiality of Bank information as per policy of the Bank and will sign “Non-Disclosure Agreement” document provided by Bank.
- The resources onboard to Bank’s work need to provide declaration as per **Annexure XVII** - Know Your Employee (KYE) Clause as per bank’s outsourcing policy.
- The legal and regulatory requirements, including data protection, intellectual property rights, copy right, all the relevant regulations for sub-contracting; including the controls that need to be implemented shall be included in the bidder agreement.
- All information resources (online/in-person) of the bidders and its partners shall be made accessible to reserve Bank of India as and when sought. Credentials of bidder/third party personnel accessing and managing the bank’s critical assets shall be maintained.
- The Bank shall evaluate, assess, approve, review, control and monitor the risks and materiality of bidder/outsourcing activities and bidder shall ensure to support baseline system security configuration standards. The Bank shall also conduct effective due diligence, oversight and management of third-party bidders/service providers & partners.
- Bidder criticality assessment shall be conducted for all partners & bidders. Appropriate management and assurance on security risks in outsources and partner arrangements shall be ensured.

#### **4.5 Reconciliation Method:-**

Bidder should Process all the Raw files received from different Network and Prepare settlement for all the network as NFS, VISA, Master Card, Rupay, Mobile Banking, Internet Banking, IMPS, UPI (Unified payment Interface), NEFT, RTGS, DFS (Discover Financial services), ICD (Interoperable cash Deposit), AEPS (Aadhar Enable payment system), Aadhar Pay, BBPS (Bharat Billpay system), Acquirer POS, Payment Gateway, Bharat QR Code, JCB. Reconciliation of ONUS and Acquirer transactions should be done on four way. Bidder should reconcile all the pool accounts, E-Kuber (Balance with RBI), general account and other accounts related to digital channel transactions of the bank.

#### **4.6 Reconciliation of All Network, Pool Accounts and General Accounts**

- All issuer, acquirer and merchant- acquirer transaction reconciliation
- All Debit card and POS transaction reconciliation
- All Pool accounts and General accounts reconciliation (which need to be reconcile)
- Generation of Issuer , acquirer and merchant-acquirer reports
- Generation of Unreconciled entries Age wise and Amount Wise
- Generation of Pending Unreconciled entries age wise
- Generation of —In Network not in CBS report and TTUM “for Issuer and Acquirer both”
- Generation of In finacle not in Network report and TTUM “for Issuer and acquirer Both”
- Generation of Fraud monitoring Reports.
- Generation of reports for High transaction value and Number
- Generation of Transaction Reports Threshold decided by Bank.

- Generation of Reports customer raising disputes more than once in a year.
- Generation of reports of customer raising Frequent chargeback (four times in a month)
- Generation of Potential chargeback reports.
- Generation of Credit adjustment reports.
- Generation of Debit adjustment reports.
- Generation of Pre-arbitration Report.
- Generation of Arbitration Report.
- Generation of Merchants payment file.
- Generation of presentment file to be stage on Rupay, MasterCard and Visa
- Generation of all the dispute files for VISA, Mastercard file and NPCI files
- Generation of file for Fee collection and other records
- Generation of TTUM files for all the ONUS disputes received.
- System should have capability to Generate TTUM files uploadable in bank CBS.
- Generation of not settled transaction reports.
- Bidder should have auto reconciliation system and to adopt RPA & AI technology

**Apart from above reports bidder has to provide all the reports as per the requirement of the bank.**

#### **4.7 Fees Calculation**

- Computation of Fees for issuer transaction from Network Provider
- Computation of Fees for Acquirer transaction from Network Provider.
- Computation of fees payable to Other Bank
- Computation of Fees receivable from other Bank.
- Computation of Fees for Non-financial transaction such as Mini statement, balance Inquiry, Pin change
- Generation of GST & other tax Reports
- Generation of Interchange reports
- Generation of Switching fees reports
- Generation of Reports for VISA and MasterCard for various charges and fees levied by them.
- Computation of Annual Card Charges as well as Card/Pin Reissuance charges and generating the TTUM file for bulk upload.
- Generation of reports for fees levied by all Network providers such as NFS, RuPay, Visa, MasterCard, JCB, UPI, IMPS, Fastag, POS (Merchant Acquiring transactions), Credit Card & Prepaid card, Payment Gateway, Lifestyle, BQR, BBPS and AePS
- Generation of Reports and TTUM to Credit branches for transactions done on their ATMs.
- Generation of all other fees reports asked by bank for top management and audit Purpose.
- Generation of income and expenditure report Weekly, Monthly, Quarterly and Yearly
- Preparation of closing related reports.
- Generation of reports of expenditure of all networks.

**Apart from above reports bidder has to provide all the reports as per the requirement of the bank.**

## 4.8 Dispute Management

- Bidder should have end to end Complaint Monitoring System (Portal) in place for complaint resolution. The access of Complaint Monitoring System (Portal) is to be provided to all the Branches/Controlling offices or any other office as decided by Bank.
- Selected bidder has to resolve the complaints received on Bank's CRM Portal/SPGRS or through any other mode as decided by Bank in future.
- Selected bidder has to attend the call and e-mail from the branches as well as from customers on the dedicated phone number and e-mail given by the Bank and act promptly on time bound manner.
- Bidder has the capability to integrate the Complaint Management System with Bank's SMS aggregator to send ticket number and complaint status to customer.
- Management of claims received with TAT.
- Updation of status of claims.
- Status updation of claims to customer.
- Sending of Mails to customer about claim status.
- Generation of Chargeback file for all the networks.
- Generation of Re-presentment file for all the network.
- Generation of Pre arbitration file for all the Network.
- Generation of Pre arbitration Rejection file for all the network.
- Generation of compliance Reports for all the network.
- Compliance of Retrieval request and chargeback procedure.
- Chargeback letter and exhibit form to be generated.
- File for 2<sup>nd</sup> presentment.
- Details and register for cardholder documents received in 2<sup>nd</sup> Presentment.
- Multiple dispute chargeback letters.
- Management of customer dispute letter and forms.
- Good faith request acceptance and forwarding our request too.
- Generation of credit adjustment and Debit adjustment reports.
- Management of all the other Kind of disputes and Requirement received from Network providers and card schemes.
- Reports for duplicate entry for single claim.
- Validation of transaction from database.
- Location/Terminal details asked by branches.
- Tracking of Dispensed amount and claimed amount, customer wise and branch wise.
- Dispute management of Tie up and Third Party.
- Unique reference number to all the transaction and dispute.
- Handling of All the Banking Ombudsman cases, Bank's Internal Ombudsman cases, Consumer forum cases and RTI queries and investigation agencies queries.
- Providing relevant data sought by investigating agencies.
- MIS for all the disputes weekly, monthly, Quarterly and yearly.
- Collection of charge slip from Merchants for chargeback, Retrieval request and other Dispute Received.
- Age wise break up for all pending payments for merchant.
- Transaction credit confirmation for IMPS, UPI, NEFT and RTGS transaction.
- System should have capability to store and Retrieve all the documents received from different network and branches.
- System should have capability to store and retrieve all the dispute as and when required by Bank.
- System should have capability to flag all the entries which were earlier unreconciled



and now reconciled.

- System should have capability to handle all type of Disputes of NFS, VISA, Mastercard, Rupay and all the other network for which Bidder is performing settlement and Reconciliation for Bank.
- Bidder should have different Dispute Management system to keep History of all the disputes and Management of Dispute.
- Bidder should have capability to manage all the Dispute arises from all Networks and other channels which are to be taken up with concerned cell.
- GST related transactions and GST figure reconciliation.
- Handling queries from branches on the unreconciled and pending entries.
- Handling of customer queries/calls on pending claims.
- **Apart from above reports bidder has to provide all the reports as per the requirement of the bank.**

#### **4.9 Payable Account reconciliation**

- Reconciliation of all the Bills payable account for all the networks i.e., NFS, VISA, MasterCard, RuPay, UPI, IMPS, AePS, POS (Merchant Acquiring transactions), Payment Gateway, BBPS, NEFT/RTGS etc.,
- Age wise breakup of entries pending in Bills payable.
- Alert reports for entry pending More than 2 days.
- Accounting for all type of disputes in CBS.
- Generation of Summary sheet of Bills payable account.
- Reconciliation of all the chargeback GL.
- Age wise breakup of entries pending in Chargeback GL.
- Age wise breakup entries to be debited in all the bills payable.
- Settlement entries pending in Bills payable account.
- Generate daily tally sheet.
- Excess settlement posted in Bills payable account.
- All the issuer transaction should be reconciled three way and action should be taken for all the unreconciled reports.
- Handling of card to card and e-cash transaction reconciliation and Dispute Management.
- Reconciliation of all the non-financial transaction for all the network.
- Generation of Exchange fluctuation file and their settlement and reconciliation.
- Shadow Balance maintenance in Data base which should always tally with Bank CBS balance.
- Generation of daily reconciliation sheet for all channels.
- **Apart from above reports bidder has to provide all the reports as per the requirement of the bank.**

#### **4.10 Receivable account reconciliation**

- Reconciliation of all the Receivable account for all the networks i.e., NFS, RuPay, VISA, MasterCard etc.,
- Age wise breakup of entries pending in Receivable
- Alert reports for entry pending More than 2 days.
- Accounting for all type of disputes in CBS
- Generation of Summary sheet of Receivable account
- Reconciliation of all the Receivable chargeback GL
- Age wise breakup of entries pending in Chargeback GL
- Age wise breakup entries to be debited in All the Receivable.
- Settlement entries pending in Receivable account.

- Excess settlement posted in Receivable account.
- Shadow Balance maintenance in Data base which should always tally with Bank CBS balance.
- Generate daily tally sheet.
- **Apart from above reports bidder has to provide all the reports as per the requirement of the bank.**

#### **4.11 Suspense reconciliation**

- Generation of tallied report and difference statement for zeroing entry in CBS.
- Accounting of suspense debtors, Cash in ATMs/CRMs and Networks.
- Checking of ATM withdrawal, reversal, Bank advices posted in CBS.
- Generation of files to upload in CBS for debiting and credit the customer account as well as ATM account.
- Generation of reports for Switch outstanding, Branch outstanding, Network outstanding
- Inbuilt reconciliation rule table to reconcile all the transaction.
- Update and reconcile third party I e NFS, VISA, MasterCard, RuPay and all the Network entries
- Generation of Vendor wise sheet to recover the amount from vendor.
- Age-wise break up of all Suspense entries.
- Shadow balance maintenance in system which should always match with CBS balance.
- Generation of daily tally sheet.
- **Apart from above reports bidder has to provide all the reports as per the requirement of the bank.**

#### **4.12 Cash in ATMs/CRMs/BNAs Reconciliation**

- Maintain ATM wise account in the system.
- Record all the transaction taken place in ATMs/CRMs/BNAs
- Record all the Manual debit and credit taken place in ATMs/CRMs/BNAs
- Verification of Overage and shortage at the time of Load unload
- ATM wise and age wise segregation of load and unload.
- Maintenance and Generation for Cash Balance Report, C3R
- Cross verification of actual cash loaded and Logical cash loaded
- Reconciliation of cash management services and agencies
- Exception report generation for differences
- Interface to upload file to branches
- Record for excess and shortage and TTUM generation for the same.
- Generation and maintenance of Shadow balance in system which should always match with CBS
- Breakup of sundry account who is maintaining excess cash balance
- Breakup of suspense account maintain cash shortage
- The system should be capable to process EJ, Switch file, CBS file and network files to perform 4 way reconciliation.
- The system should capable to generate all the unreconciled entries of ATM to reconcile the same.
- System should generate report like CBS outstanding, switch outstanding, Tie up outstanding.
- System should have capability to generate ATM reconciliation report automatically.
- System should have capability to recognize all the transaction posted in GL and take

- it to GL reconciliation automatically.
- System to upload CBs and C3r report in system to perform GL reconciliation
- System should have intelligence to compute EOD balance on the basis of EJ, CBS and switch.
- Contacting branches where ATM is tallied by branch for dispute Management.
- System should have capability to handle Acquirer and Onus claim lodge for Particular ATM.
- Recovery of Disputed amount.
- System should have capability to handle Acquirer and Onus claim lodge for Particular ATM

#### **4.13 Accounting and Third Party Reconciliation**

- Follow standard accounting procedure and system to adapt new standards.
- Capable to modify and incorporate changes in new procedure and accounting standards
- Capable to changes and modify the accounting procedure according to NFS, VISA, Mastercard, RuPay and all other Networks.
- Reconciliation of all incoming and outgoing transaction with regard to NFS, VISA, MasterCard, RuPay and all other network.
- Automated Voucher system for NFS,VISA, Mastercard, RuPay and all the other network and products.
- Generation of inflated transaction such as Petrol, Railways, Tip and surcharge.
- Generation of Files to debit and credit customer account.
- Generation of Scheme incentive files to credit customer account.
- Generation of foreign exchange fluctuation for foreign transaction.
- Cross tallying of Bank settlement account with forex branch advisement.
- Tracking and report generation of Various fees and penalty levied by NFS, VISA, Mastercard, RuPay and all other Networks and products of ATM Cell.
- Preparation of monthly reports for VISA, Master Card and RuPay respectively or any other report required by Network.

#### **4.14 MIS Reports and Decision Making system**

- System should be capable to generate the alert for any abnormal activity (i.e. abnormal count of transactions, amount of transactions, increased Un-recon transactions, increased Debit/Credit to Customer cases etc.)
- ATM performance report.
- Daily, weekly, monthly and Quarterly reports for Bills payable, suspense and sundry account, expenditure etc age wise.
- Card Base Report for ATM/Non ATM branches.
- Card Base report as per card management system.
- Monthly card base report Region wise branch wise.
- Quarterly Operating certificates for VISA, Master Card and RuPay.
- Monthly RBI reports as required by Bank.
- Monthly Issuance reports as required by Bank
- Monthly ATM deploying reports.
- Generate Periodical reports as per requirement.
- Age wise report for claim received, claim settled and claim rejected.
- Exception report for Cash loading, EOD and ATM balancing.
- Daily GL balancing reports for Issuer and acquirer, Issuer Chargeback and Acquirer Chargeback.
- Daily, monthly, quarterly reports for Chargeback, Representment, Credit adjustment.

- Foreign transaction report according to FEMA.
- Age wise reports according to bank Requirement.
- Age wise daily reports of branches and Vendors who are not submitting EJ, CBR.
- Monthly report of all the disputes received and resolved Network wise.
- Age wise of all the ATM where reconciliation has not been done.
- Age wise pending Debit adjustment and Credit adjustment cases.
- All other reports bases on requirement of RBI, VISA, RuPay and other Apex bodies
- Tip surcharge difference reports.
- Average cash dispensed.
- Location wise transaction report
- Terminal wise
- Institutional total
- Suspense totals by interface for cut off difference, adjustment processing
- Daily Network wise settlement difference report, if it not tallied then immediately to report to the Bank team.
- Reports required by Auditor.

#### **4.15 Fraud Monitoring Reports**

- System should generate Fraud Monitoring reports bases on Daily transaction processing.
- System should be capable of Generate frequent Chargeback report.
- System should be able to Generate High value transaction.
- System should be able to track transactions from same card from different location.
- System should be able to generate transaction with different Pos Entry Mode.
- System should be able to generate alert for Issuer transaction if reported more than usual in numbers
- Track high value Foreign transaction without MECI5 code.
- Track details of customer performing more transaction at night specifically at switching time.
- Track more transactions from a single card number or Mobile number.
- Track all the transaction which has routed through Different account.
- Generate high number of transactions from same card on single ATM.
- Track all the ATM who are generating a particular error in EJ.
- System should have Capability to Filing necessary reports to Master Card and VISA.
- Interface with the Bank's fraud and Risk Management Systems and should be configurable, scalable and customizable to support the Bank's FRM solution if required.
- Track of Chargebacks/claims for a single card/account more than 3 during a month.
- **Apart from above reports bidder has to provide all the reports as per the requirement of the bank.**

#### **4.16 Time Limits specified for activities**

##### **Reconciliation (on T+1 or as per prescribed TAT of RBI/ NPCI or decided by Bank)**

- ATM Cash reconciliation
- Network (Tie up reconciliation)
- EJ reconciliation
- Debit Card Transactions
- UPI
- IMPS
- BBPS

- NEFT
- RTGS
- Bills payable reconciliation
- Receivable reconciliation
- Suspense reconciliation
- Settlement reports
- Unreconciled reports
- Fraud monitoring reports
- Outstanding entries
- Merchant Payments reconciliation
- Payment Aggregators settlements

**Clearing, Settlement and dispute management (Within Time Limit specified by each network provider)**

- Chargeback
- Representment
- Credit adjustment
- Debit adjustment
- Pre arbitration
- Arbitration
- Retrieval request
- Fee collection
- Outgoing files
- Settlement
- Generation of all the outgoing files
- Compliance
- Annual Card Charges
- Refunds
- Tip and surcharge
- First Presentment
- Debit chargeback
- Good faith request

**EJ (Two working days)**

- EJ monitoring

**Complaint Management**

- Complaints received from any mode to be addressed within 24 hours of receipt.

**Cash Load (Two working days)**

- Replenishment claims checking with switch dispense and branch dispense with EJ
- CBR issued against Cash load
- Generation of reports for printing purpose
- Providing voucher and summary
- Dispatch CBR to various branches
- Providing vouchers and summary
- Vouchers and summary for Nodal branches

## **Adjustments GLs funds (within two working days)**

- Update record with branch GL entries
- Checking update of CBR
- Providing adjustment entries to nodal branches
- Providing entries to reconciliation team
- Daily adjustment report to Bank
- Reports for the region where maximum diversions are taking place
- Reports for the CRA who are involved in Maximum diversions
- Diversion adjustment entries

### **4.17 Migration support:**

Punjab & Sind Bank may not Renew contract after expiry of the same, if required it may extend upto 2 year. Bank may decide to terminate the contract as per clause mentioned in RFP. In such case bidder has to provide complete migration support to incoming vendor without any additional cost to Bank. Bidder has to handover all the data to Bank or vendor decided by Bank. The successful bidder should migrate the data from the existing service provider and preserve the data, may require by the Bank or Auditor or any agency in future.

### **4.18 Compliance:**

Bidder should comply with all the guidelines issued by RBI/NPCI (NFS/RuPay)/VISA/Master Card/IBA/Govt of India and any other regulatory authority.

Successful Bidder should comply with PCI DSS certificate and PA DSS certificate as per PCI DSS standards and produce the required certificate to the Bank for the solution they are bringing.

### **4.19 Adequate Manpower:**

- Bidder should deploy adequate manpower to perform/monitor all the reconciliation activities and should have back up of each resource.
- Bidder shall deploy technically skilled & experienced manpower to manage the application, database and servers.
- Resource should be able to perform all the activities mentioned in scope.
- Bidder shall provide a dedicated Project Manager during and post deployment and should have a 24 x 7 x 365 monitoring / proactive monitoring, technical and functional support team with skilled manpower for support, monitoring and operations.
- In addition, the Bidder should deploy one resource on the bank's premises during the banks business hours for proactive monitoring, reporting, and providing support to bank officials, addressing and resolving customer grievances, if any.
- There should always be two technical resources onsite working for Bank.
- There should be one team leader onsite with whom Bank officials can communicate directly.
- The details (Name, Qualification, address of residence etc) of resources working on the project to be provided to the Bank from time to time (incase resources changes or shifts) for security reason.
- Payment of resources by bidder should be as per Govt of India's Minimum Wages act



#### **4.20 Right To Audit:**

- The Service Provider agrees that prior approval/consent of the Bank will be taken for the use of subcontractors for all or parts of an outsourced activity.
- AUDIT: The Service Provider agreed that the Bank has the right to conduct audits (VAPT, System Audit & Accounts Audit) on the service provider whether by its internal or external auditors or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the service provider in conjunction with the services performed for the Bank.
- The Service Provider will allow the Reserve Bank of India or persons authorized by it to access the bank's documents, records of transactions and other necessary information given to, stored or processed by the service provider within a reasonable time as also recognize the right of the Reserve Bank to clause an inspection to be made of a service provider of the bank and its books and accounts by one or more of its officers or employees or other persons.

Confidentiality of Bank's customer's information should be maintained even after the contract expires or gets terminated.

#### **4.21 Security Requirement:**

- The Bank shall have right to audit of the complete solution proposed by the bidder, and also inspection by the regulators of the country. The Bank shall also have the right to conduct source code audit by third party auditor. The IS Audit, including VA and PT should be conducted before go live of the solution through CERT-In empanelled auditor.
- The bidder shall adhere to all regulatory and legal requirements of the country (existing and future). The bidder shall also comply with the advisories, recommendations, directions and guidelines etc. issued by CSITE-RBI, CERT-In, NCIIPC, Cyber Swatchta Kendra etc. on time to time basis. These should be complied within the timelines provided to the Bank.
- The solution should be connected with Bank's host (such as- CBS etc.) with Straight through Processing (STP).
- The Escrow Mechanism for source code shall be executed with the selected bidder.
- The bidder shall continuously monitor the release of application patches and expeditiously apply the same.
- The solution should be deployed with multi-tier architecture, i.e. web server, application server, and database servers should be placed in different zones.
- Assurance from bidder/ application providers/ OEMs that the application is free from embedded malicious/ fraudulent code should be provided. The bidders shall submit security certificate of proposed solutions from application providers/ OEM.
- The bidder shall ensure that secure coding practices is implemented for application. The software/ application development practices should address the vulnerabilities based on best practices such as Open Web Application Security Project (OWASP) proactively.
- The bidder shall ensure that sensitive information is stored in database in encrypted format with latest encryption standard/ algorithm.
- The bidder shall ensure that the communication between end user and solution

proposed should be encrypted end-to-end to ensure confidentiality and integrity of user's data.

- The Background checks, non-disclosure and security policy compliance agreements shall be mandated from the selected bidder.
- The development, test and production environments should be properly segregated.
- All the IT components proposed under the RFP (such as- operating system, application software, database, middleware etc.) should be periodically patched for all types of patches, such as - security patches, system patches etc. Emergency patches should also be applied immediately as per regulatory and other agencies directions etc.

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## **Chapter 5: TECHNICAL AND FUNCTIONAL SPECIFICATIONS**

### **5.1 System Uptime**

- The solution should be configured in high availability mode and should have a fully functional DR site. The Bidder should maintain an uptime of 99.7% calculated on a monthly basis. The "Uptime" is, for calculation purposes, equals to the Total contracted minutes in a month less Downtime. The "Downtime" is the time between the Time of Failure of the service and Time of Restoration within the contracted minutes. "Failure" is the condition that renders the bank unable to perform any of the defined functions on the Solution. "Restoration" is the condition when the selected Bidder demonstrates that the Solution is in working order and the Bank acknowledges the same.
- The Downtime calculated shall not include the time on account of any failure due to bank, third party and Force Majeure.
- The percentage uptime is calculated on monthly basis as follows:

$$\frac{(\text{Total contracted mins. in a month} - \text{downtime mins. in month}) \times 100}{\text{Total contracted mins. in a month for a month}}$$

Total contracted minutes in a month for a month of 30 days total contracted minutes shall be  $24 \times 60 \times 30 = 43,200$

Up time shall be calculated as  $\frac{(24 \times 60 \times 30 \times 99.7)}{100} = 43070$  Minutes

Therefore, tolerance =  $43,200 - 43,070 = 130$  minutes.

- The Mean Time Between Failures (MTBF) should be 90 days barring scheduled and mutually agreed upon downtime for maintenance.
- The Solution Provider shall provide an Uptime report on monthly basis. The report vetted by the Bank Officials is to be presented for payment by the Bidder.
- Following will be excluded while calculating the down time:
  - Down time due to Bank issues.
  - Schedule down time for maintenance activity. Bidder should inform to the Bank at least a week before for the schedule down time and for urgent situation at least 24 hours before.
  - Down time due to Force Majeure

### **5.2 Infrastructure and Connectivity**

- Bank will establish network connectivity through leased lines/MPLS etc. However, solution and the manpower for reconciliation services is to be provided by the bidder.

### **5.3 Compatibility with the bank's infrastructure**

- An essential component of the implementation will be the integration with banks existing/future systems and features, not limited to the following:
  - Banks existing Base24 ATM switch or any other switch in future.

#### **5.4 Certification**

- The selected Bidder should also support the requisite certifications, integration, maintenance, patching, and audit compliance, etc.
- The Bidder should ensure that the solution complies with the mandates released by interchanges such as Visa, MasterCard, NPCI etc.
- The solution should also be comply with international standards like PCI /ISO etc.
- The Bidder should get the activities and or functions audited from time to time as per the requirements of the Bank, VISA, Master Card, NPCI, Reserve Bank of India or any other statutory body, wherever applicable. Cost of such audit should be borne by the Bidder throughout the period of agreement.

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

The Assistant General Manager  
Head office Reconciliation Department  
A-25, 2nd Floor, Community Centre,  
Jwala Heri, Paschim Vihar, New Delhi-110063.  
E-mail: ho.reconciliation@psb.co.in  
Phone: 8368018404/9988893352.

Dear Sir,

**Sub: Request for Proposal for Selection of Vendor for Outsourcing of Settlement, End to End Reconciliation & Dispute Management of Digital Transactions of various Networks, Cash in ATMs/CRMs & Other Payment Systems in the Bank for 5 years.**

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

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for Selection of Vendor for Outsourcing of Settlement, End to End Reconciliation & Dispute Management of Digital Transactions of various Networks, Cash in ATMs/CRMs & Other Payment Systems in the Bank for 5 years in the RFP document forming Technical Bid as well as Commercial Bid being parts of the above referred Bid. I am authorized to sign the documents in this regard and the copy of authorization letter/ POA / Board resolution is attached herewith.

If our offer is accepted, we undertake to provide Settlement, Reconciliation & Dispute Management of Transactions of various Networks, Cash in ATMs/CRMs & Other Payment Systems to Punjab & Sind Bank for a period of 5 years. We agree to abide by this offer till expiry of the contract period from the date of opening of Indicative Commercial Bid and for such further period as mutually agreed between the bank and successful bidder, and agreed to in writing by the bidder.

We agree to abide by and fulfil all the terms and conditions of the tender and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in tender together with the return acceptance of the contract. We confirm that we have noted the contents of the GeM bid/RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

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

All the details mentioned by us are true and correct and if Bank observes any

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024

Authorized Signatory

Designation

Bidder's name

(Name of Address Authorized Signatory)

Company Name and Seal



**Bidder's Information**

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

**Sub: Request for Proposal for Selection of Vendor for Outsourcing of Settlement, End to End Reconciliation & Dispute Management of Digital Transactions of various Networks, Cash in ATMs/CRMs & Other Payment Systems in the Bank for 5 years.**

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

**A. Profile of the Bidder**

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

Wherever applicable submit documentary evidence to facilitate verification.

**B. Financial position of the Bidder for the last three years**

Details	2020-21	2021-22	2022-23
Paid up capital			
Tangible Net worth (excluding revaluation reserve)			
Total outside liabilities/Tangible Net worth			
Net Sales of the Company as a whole			
Gross Profit			
Net Profit (Profit after Tax)			
Summary of Financial Position and Working Results			
Growth in Operations (%)			
Growth in Profitability (%)			

Note: Enclose copies of audited balance sheets along with the bid.

**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 bidding to me/us. We understand and agree and undertake that:-

- i. The Bank is not bound to accept the lowest bid or may reject all or any bid at any stage at its sole discretion without assigning any reason therefore.
- ii. 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.
- iii. We have read and understood all the terms and conditions and contents of the RFP and also undertake that our bid conform to all the terms and conditions and do not contain any deviation and misrepresentation. We understand that bank reserve the right to reject our bid on account of any misrepresentation/deviations contained in the bid.
- iv. 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.
- v. I/ We do not have any conflict of interest as mentioned in the RFP document.
- vi. 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.
- vii. Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- viii. The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.

- ix. We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
- x. We have quoted for all the services/items mentioned in this RFP in our indicative price Bid.
- xi. The rate quoted in the indicative price Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
- xii. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
- xiii. If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
- xiv. We ensured that salary payments to resources deployed for Bank's Project is done through Transfer mode from bidder's Bank a/c directly to credit into their specific salary accounts only. No cash payments are to be done for providing remuneration for services provided to the Bank on behalf of selected bidder.
- xv. Bidder means the vendor who is decided and declared so after reverse auction process.
- xvi. We ensure that the entire data relating to payment systems operated by them will be stored in a system only in India. This data should include the full end-to-end transaction details / information collected / carried / processed as part of the message / payment instruction.
- xvii. We confirm that Payment of statutory dues like PF, ESIC etc. are being made on time to the employees.

Date:

Place:

Bidder's Authorized Signatory  
Designation  
Bidder's name  
Company Name and Seal

**Bid Security Declaration**  
**(To be stamped in accordance with stamp act)**

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

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

To,

The Assistant General Manager  
Head office Reconciliation Department  
A-25, 2nd Floor, Community Centre,  
Jwala Heri, Paschim Vihar, New Delhi-110063.

Dear Sir,

We, the undersigned, declare that:

We, M/s..... (herein referred as bidder) understand that, bids may be supported with a Bid Security Declaration, bidder render the declaration that:-

Bank may proceed against us for recovery of actual direct losses as per the remedy available under an applicable law (maximum up to Rs.1,20,00,000/-) and In case of Execution of Bid Security Declaration, we, M/s..... may be suspend for three (3) years from being eligible to submit our bids for any contracts with the Bank if we, M/s..... are in breach of our obligation(s) under the bid conditions, in case we, M/s.....:-

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

be required by the Bank, if the bid is accepted.

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

Name of Signatory

Designation

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

**Minimum Eligibility Criteria**

S. No.	Eligibility Criteria	Documents Required
EC-1	The bidder should be a registered corporate in India registered under the Companies Act, 1956 or The Companies Act, 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 since last five years as on RFP submission date	Copy of registration and certificate of incorporation of business, and certificate of commencement of business in case of a public limited company.
EC-2	Bidder or its technology partner should have its own transaction reconciliation software or OEM license to use the same. OEM or their authorized distributor in India can directly bid in the tender but both of them cannot bid for the same make. <b>The bidder should have handled minimum 25 lakhs transactions per day.</b> Further the Proposed solution should have capacity to process at least 1 Crore transactions per day.	OEM Certificate is to be submitted in case the recon solution is provided by OEM to bidder on license model or Certificate by bidder is to be submitted in case the bidder has its own Recon Solution.  Certificate from at least two Banks (clearly mentioning the volume handled for Reconciliation of transactions) to be submitted.
EC-3	The Bidder or its technology partner should have technical support center in India.	Undertaking to be given by the Bidder.
EC-4	The Bidder should have minimum annual business turnover of Rs. 50.00 Cr in India in each of the preceding three financial years (2020-21, 2021-22 and 2022-23).  This must be individual Company Turnover and not of any Group of Companies.	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 as per <b>Annexure XX</b> .
EC-5	Bidder should have Positive Net-worth (as EBIDTA i.e, Earning before Interest, Tax, Depreciation & Amortization) in at least two of the last three year Financial years (2020-21, 2021-22 and 2022-23).	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 as per <b>Annexure XX</b> .
EC-6	The bidder or its technology partner should have minimum of 3 years of experience in implementation of Digital Transactions Reconciliation solution and Reconciliation services in at least two Public Sector Banks /	Letter from at least two banks to be enclosed with the Technical Bid document mentioning the period for which the services provided.



	Private Sector Banks in India and handling such operations in last 3 years as on RFP submission date.	
EC-7	The Bidder should be an ISO 9001: ISMS 27001 certified for the service and data security should be ISO 27001 certified and recently audited	ISO 9001: ISMS 27001 or higher certificate (copy of certificates to the effect should be submitted).
EC-8	The service provider should not owned or controlled by any Director, officer or employee of Punjab & Sind Bank or by related party having the same meaning as assigned under section 2(76) of the companies act or relative having same meaning as assigned section 2(77) of companies act 2013 read with rule 4 of the companies (specification of definition details) rules 2014.	Bidder must submit an undertaking letter.
EC-9	The application software offered should have adequate scalability fault tolerance and Disaster recovery arrangement and the bidder should submit certificate from at least two Banks that the Reconciliation/settlement is system driven and services offered are satisfactory.	Self-Declaration on Company letter head from the Bidder to this effect should be furnished to participate in this RFP. Self- declaration should also specify that the bidder would be solely responsible for designing, procuring and delivering the entire solution.  Certificate from Banks to be submitted.
EC-10	There are no pending cases against the bidder / OEM involving cheating /fraudulent activities. Details of such activities, if any, must be furnished to the Bank	Certificate from company to be submitted.
EC-11	The Bidder / OEM should not be classified as a insolvent / bankrupt by any Bank. The bidder should not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.	An undertaking to this effect must be submitted.
EC-12	The bidder should not be black listed by any of Government Authority/ Banks/ PSU/BFSI/Govt. Organization in India. The bidder shall give an undertaking (on their letter head) that they have not been black listed by any of the Govt. Authority or PSUs.	Bidder have to submit an undertaking to this effect must be Submitted on company letter head duly signed & stamp.

	In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs, the same must have been either withdrawn by the concerned authority or set aside by the final order/judgment passed by the Court/Forum as on date of submission of the tender, otherwise the bid will not be considered. It is further clarified that any interim stay order passed by any Court/Forum in favour of bidder against its blacklisting shall not be considered by Bank as the bidder having satisfied/fulfilling the eligibility criteria under this clause.	
EC-13	The bidder 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 letter head. 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 <b>Annexure–IX and Annexure–XI</b> respectively.
EC-14	Bidder should have End to End Complaint/Dispute Monitoring System (Portal) in place.	An undertaking to this effect must be submitted by Bidder.
EC-15	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.	Copy of valid MSME/NSIC registration Certificate bearing registration number to be submitted.
EC-16	Bidder must be a non-Bank Promoted entity	An undertaking to this effect must be submitted by Bidder.
EC-17	Bidder or its OEM having existing contract with Punjab & Sind Bank for any ongoing project.	Satisfactory letter from Punjab & Sind Bank clearly mentioning the details of project is to be submitted.  For the bidders who do not have any ongoing project in Bank have to submit self-undertaking to this effect.

EC-18	<p>The bidder/OEM 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> <p>h. An entity incorporated, established or registered in such a country; or</p> <p>i. A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>j. An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>k. An entity whose beneficial owner is situated in such a country; or</p> <p>l. An Indian (or other) agent of such an entity; or</p> <p>m. A natural person who is a citizen of such a country; or</p> <p>n. A consortium or joint venture where any member of the consortium of joint venture falls under any of the above.</p>	<p>A declaration on letter head of bidder / OEM duly signed by Authorized Signatory must be submitted stating:</p> <p>“We have read the clause regarding restrictions on procurement from a bidder/OEM 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>
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Date

Signature with seal

Name:

Designation :

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

**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,

The Assistant General Manager  
Head office Reconciliation Department  
A-25, 2nd Floor, Community Centre,  
Jwala Heri, Paschim Vihar, New Delhi-110063.

Dear Sir,

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

**Signature of Statutory Auditor/Cost Auditor**  
**Registration Number:**  
**Seal**  
**Counter-signed:**

**Place:**

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

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

**ACCEPTANCE/ COMPLIANCE CERTIFICATE**

(On Company's letter head)

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

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

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

**Signature:**

**Seal of company**

**Proforma of Bank Guarantee for Earnest Money Deposit**

(To be stamped in accordance with stamp act)

Ref: Bank Guarantee #

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

The Assistant General Manager  
Punjab & Sind Bank,  
HO Reconciliation Department,  
A-25, 2nd Floor, Community Centre,  
Jwala Heri, Paschim Vihar, New Delhi-110063.

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 Outsourcing of Settlement, End  
to End Reconciliation & Dispute Management of Digital Transactions of various Networks,  
Cash in ATMs/CRMs & Other Payment Systems in the Bank for 5 years Tender Ref No.  
\_\_\_\_\_ dated \_\_\_\_\_. An irrevocable Financial Bank

Guarantee (issued by a Nationalized /Scheduled Commercial Bank) against Earnest  
Money Deposit amounting to 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. "Notwithstanding 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 (Indian Standard Time) hours or within working hours of Bank where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us." In witness whereof the Bank, through its authorized officer has set its hand stamped on this \_\_\_\_\_ Day of \_\_\_\_\_ 2024 at \_\_\_\_\_.

**Name of signatory**  
**Designation**

**Bank Common Seal**

**Format of Performance Bank Guarantee  
(To be stamped in accordance with stamp act)**

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

To,

The Assistant General Manager  
Head office Reconciliation Department  
A-25, 2nd Floor, Community Centre,  
Jwala Heri, Paschim Vihar, New Delhi-110063.

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 Five 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, Head office Reconciliation Department, A-25, 2nd Floor, Community Centre, Jwala Heri, Paschim Vihar, New Delhi-110063 in response of (Vendor / Service Provider), has awarded the Contract valued Rs.....and appointed.....as VENDOR for Outsourcing of Settlement, End to End Reconciliation & Dispute Management of Digital Transactions of various Networks, Cash in ATMs/CRMs & Other Payment Systems in the Bank for 5 years Tendor Ref. 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 due performance of the Contract in accordance with the specifications, terms and conditions of the said Appointment letter / Purchase Order and an Agreement entered / to be entered into in this behalf.

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 under ..... having its Head office at (give full address) and a branch inter-alia at ..... India at the request of do hereby expressly, irrevocably and unconditionally undertake to pay merely on demand from you and without any demur ..... without referring to ..... any ..... other source, ..... (Rupees ..... only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of ..... of any of the terms and conditions of the Contract and in the event of ..... committing any default or defaults in carrying out any of the work or discharging any obligation under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto including non-execution of the Agreement as may be claimed by you on account of breach on the part of ..... of their obligations or default in terms of the said Appointment letter / Purchase Order.

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

6. This Guarantee shall be valid up to ..... plus ..... 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 the ..... and either to enforce or forbear to enforce any of the terms and conditions of the said appointment letter or the Contract and we shall not be released from our liability under Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to or any other forbearance, act or omission on your part or any indulgence by you or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs.....

(Rupees.....only) as aforesaid or extend the period of the guarantee beyond .....(date) unless expressly agreed to by us in writing.

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

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 againstthereby 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 against .....from time to time arising out of or in relation to the said appointment letter / Contract and in respect of which your claim in writing is lodged on us before expiry of Guarantee.

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. This Guarantee shall not be affected by any change in the constitution ofor 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.

12.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.

13. We further agree and undertake to pay you the amount demanded in writing irrespective of any dispute or controversy between you andin 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.

14.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.

15.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).

16.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 \_\_\_\_\_ 2024.

Signature and Seal of Guarantors Vendor's Bank

Signature .....

Name .....

(In Block letters)

Designation .....

(Staff Code No.).....

Official address:

(Bank's Common Seal)

**NON-DISCLOSURE AGREEMENT**  
**(On Stamp paper of Requisite Value)**

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

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

NDA format is provided below.

**(To be stamped in accordance with stamp act)**  
**Strictly Private and Confidential**

This Non-Disclosure Agreement made and entered into at..... This .....day.....of.....20.....BY ..... AND ..... BETWEEN ..... a company incorporated under the Companies Act, 1956 having its registered office at ..... (Hereinafter referred to as the Vendor which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

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

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

**WHEREAS:**

1. Punjab & Sind Bank is engaged in the business of providing financial services to its customers and intends to engage service provider for Outsourcing of Settlement, End to End Reconciliation & Dispute Management of Digital Transactions of various Networks, Cash in ATMs/CRMs & Other Payment Systems in the Bank for 5 years.
2. In the course of such assignment, it is anticipated that Punjab & Sind Bank or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Vendor some Confidential Information (as hereinafter defined), to enable the Vendor to carry out the aforesaid Implementation assignment ( hereinafter referred to as " the Purpose").
3. The Vendor is aware and confirms that all information, data and other documents made available in the RFP/Bid Documents/Agreement /Contract or in connection with the Services rendered by the Vendor are confidential information and are privileged and strictly confidential and or proprietary of Punjab & Sind Bank. The Vendor undertakes to safeguard and protect such confidential information as may be received from Punjab & Sind Bank.

NOW, THEREFORE THIS AGREEMENT WITNESSED THAT in consideration of the above premises and the Punjab & Sind Bank granting the Vendor and or his agents,



representatives to have specific access to Punjab & Sind Bank property / information and other data it is hereby agreed by and between the parties hereto as follows:

**I. Confidential Information:**

- i. "Confidential Information" means all information disclosed/furnished by Punjab & Sind Bank to the Vendor whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Vendor to carry out the proposed Implementation assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; Provided the oral information is set forth in writing and marked "Confidential" within seven (7) days of such oral disclosure.
- ii. The Vendor may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

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

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

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

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

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

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

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

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

- a. Information regarding Punjab & Sind Bank and any of its Affiliates, customers and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 10% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or
- b. any aspect of Punjab & Sind Bank's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or
- c. business processes and procedures; or
- d. current and future business plans; or
- e. personnel information; or
- f. Financial information.

III. Publications: The Vendor shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of Punjab & Sind Bank.

IV. Term: This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by Punjab & Sind Bank, whichever is earlier. The Vendor hereby agrees and undertakes to Punjab & Sind Bank that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further promptly return or destroy, under information to Punjab & Sind Bank, all information received by it from Punjab & Sind Bank for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Vendor further agree and undertake to Punjab & Sind Bank to certify in writing upon request of Punjab & Sind Bank that the obligations set forth in this Agreement have been complied with.

Any provisions of this Agreement which by their nature extend beyond its termination shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain

V. Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by Punjab & Sind Bank to the Vendor, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with Punjab & Sind Bank.

VI. Remedies: The Vendor acknowledges the confidential nature of Confidential Information and that damage could result to Punjab & Sind Bank if the Vendor breaches any provision of this Agreement and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in

violation of any provision hereof, Punjab & Sind Bank may suffer immediate irreparable loss for which monetary compensation may not be adequate. Punjab & Sind Bank shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the

Vendor, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement.

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

VII. Entire Agreement, Amendment and Assignment: This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and / or written correspondence or agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

VIII. Dispute Resolution: Disputes, if any, arising out of this Agreement remaining unresolved by mutual discussions shall be referred to a panel of three Arbitrator. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator. The provisions of Arbitration & Conciliation Act, 1996, shall accordingly apply. The venue for such Arbitration shall be New Delhi. The language of the Arbitration shall be English.

IX. Governing Law: The provisions of this Agreement shall be governed by the laws of India and the competent court at Delhi shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

X. Indemnity: The Vendor shall defend, indemnify and hold harmless Punjab & Sind Bank, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the Vendor. and/or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the Vendor, in the course of discharge of its obligations under this Agreement.

XI. General: The Vendor shall not reverse - engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder.

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

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

XII. Waiver: A waiver (whether express or implied) by Punjab & Sind Bank of any of the provisions of this Agreement, or of any breach or default by the Vendor in performing any of the provisions hereof, shall not constitute a continuing waiver and such waiver shall not prevent Punjab & Sind Bank from subsequently enforcing any of the subsequent breach or default by the Vendor under any of the provisions of this Agreement.

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

For and on behalf of ----- Ltd.  
Bank

(Designation)

For and on behalf of Punjab & Sind

(Designation)

**REVERSE AUCTION PROCESS**

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

**Reverse Auction through E-Procurement**

The detailed procedure for Reverse Auction to be followed in the RFP Outsourcing of Settlement, End to End Reconciliation & Dispute Management of Digital Transactions of various Networks, Cash in ATMs/CRMs & Other Payment Systems in the Bank for 5 years for Punjab & Sind Bank is given below:

The response to the present tender will be submitted by way of submitting the Technical offer & Indicative Commercial offers in separate in sealed covers. The technical details with the relevant information/documents/acceptance of all terms and conditions strictly as described in this tender document will have to be submitted by the Bidders. The Indicative commercial bids submitted by the bidders who are short listed in the technical bid evaluation process will be opened and those bidders will be invited to participate in the online Reverse Auction to be conducted by the company selected by the Bank. Bidders who are short listed from Technical evaluation will be trained by the Reverse Auction Company for this purpose, and they will have to abide by the E-business rules framed by the Bank in consultation with Reverse Auction Service provider. The e-business rules are furnished hereunder in this document.

Further, please note that the bidder(s) who do not qualify in the technical bid processes will not be considered for participation in Reverse Auction.

**BUSINESS RULES FOR REVERSE AUCTION****APPLICABILITY:**

Reverse Auctions are carried out under the framework of rules that are called Business Rules. All bidders participating in Reverse Auction shall understand/accept and give an undertaking for compliance with the same to the. Any bidder not willing to submit such an undertaking shall be disqualified for further participation respecting the procurement in question.

**ELIGIBILITY:**

Only bidders who are qualified and those can submit the prescribed undertaking to the Bank alone can participate in Reverse Auction relevant to the procurement for which RFP is floated.

**COMPLIANCE/CONFIRMATION FROM BIDDERS:**

The bidders participating in Reverse Auction shall submit the following duly signed by the same Competent Authority who signs the offer documents in response to the RFP:-

- Acceptance of Business Rules for Reverse Auction
- Agreement between service provider and bidder. (This format will be given by the service provider prior to announcement of Reverse Auction.)
- Letter of authority authorizing the name/s of official/s to take part in Reverse Auction

**TOTAL COST OF OWNERSHIP (TCO):**

TCO refers to the aggregate amounts payable by the Bank for transfer of ownership.

TCO shall encompass but not be limited to the following:

Cost of the equipment/product or services.

- License fee (Corporate or user specific as defined in RFP) including OS/Data Base/Application licenses).
- All existing taxes (including GST or any other tax etc.), duties and levies.
- Installation and commissioning charges, if any.
- The prices should include the comprehensive onsite warranty maintenance of the equipment covering all components, services, and visits to the concerned offices as specified in the RFP.
- Transportation and Forwarding charges to respective sites.
- Training costs for the product/service/equipment if and as defined in RFP.
- Service Level Agreement (SLA) costs as defined in RFP for applicable period.
- Facility Management/infrastructure support costs as defined in RFP.
- Insurance to cover the equipment for and from transit period till installation.

**DATE/TIME OF REVERSE AUCTION:**

The Date and Time of commencement of Reverse Auction as also Duration of 'Reverse Auction Time' shall be communicated prior to such auction Date.

Any force majeure or other condition leading to postponement of auction shall entitle the Bank to postponement of auction even after communication, but, the Bank shall be obliged to communicate to all participating bidders the 'postponement' prior to commencement of such 'Reverse Auction'.

**CONDUCT OF REVERSE AUCTION:**

The Reverse Auction shall be conducted on a GeM web portal meant for this purpose.

The Reverse Auction may be conducted by the Bank itself or through a service provider specifically identified/appointed/empaneled by the Bank.

**TRAINING AND AUCTION:**

- Each Bidder shall participate in the training at his / their own cost.
- Wherever it is considered necessary and asked by the Bidders or as decided by the auctioneer or by Bank a mock auction may also be conducted for the benefit of all concerned.
- Authorized representatives of the Bidders named in the authorization letter given by the bidder shall be given unique user name, password by the service provider / auctioneer.
- Each Bidder shall change the password and edit the information in the registration page after receipt of initial password.
- All the bids made from the log-in ID given to Bidder shall ipso-facto be considered bid made by the bidder / Bidder to whom log-in ID and password were assigned by the service provider / auctioneer.
- Any bid once made through registered log-in ID / password by the Bidder cannot be cancelled. The Bidder, in other words, is bound to sell the "Offering" as per the RFP



at the bid price of TCO.

- Every successive bid by the Bidder being detrimental bidding shall replace the earlier bid automatically and the final bid as per the time and log-in ID shall prevail over the earlier bids.
- The Bank shall conduct the reverse auction as per the Standard English reverse auction, that is, no two bids can have identical price from two different bidders. In other words, there shall never be a "Tie" in bids.

#### **PROXY BID:**

A proxy bid is one where bidder can submit the lowest bid amount by him in strict confidence to the system directly. This obviates the need for him participating in the bidding process until the proxy bid amount is detrimentally reached by other Bidders.

- When proxy bid amount is reached, the bidder has an option to revise the proxy bid amount or he can prefer to start participating in bidding process.
- Since it is an English auction with no ties, two bidders submitting identical proxy bid amount and succeeding in auction simultaneously does not arise.

#### **TRANSPARENCY IN BIDS:**

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

#### **MASKING OF NAMES:**

Names of Bidders shall be anonymously masked in the Reverse Auction process and bidders will be given suitable dummy names.

After completion of Reverse Auction, the service provider / auctioneer shall submit a report to the Bank with all details of bid and the original names of the Bidders as also the L1 Bidder with his / their original names.

#### **START PRICE:**

Bank shall determine the start price either on its own or through asking for information of price band on TCO from each bidder at appropriate time during or at the conclusion of technical evaluation. Based on the price band so informed by bidders, Bank would determine the start price for reverse auction.

#### **DECREMENTAL BID VALUE**

The bidders shall be able to bid only at a specified decrement value and not at any other fractions.

The bid decrement value shall be rounded off.

For the sake of convenience of bidders, the web portal shall display the next possible decremented value of bid. It is not, however, obligatory on the part of bidders to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level.)

#### **REVERSE AUCTION PROCESS:**



In order to reduce the time involved in the tender process, Bank shall be entitled to complete the entire selection process through a single Reverse Auction. For this purpose, Bank shall do all it can to award the contract to L1 Bidder or in the circumstances where awarding of contract may have to be done to the L2, L3 Bidder as provided for in the RFP.

The Bank shall however, be entitled to cancel the procurement of Reverse Auction process, if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of the Bank.

The successful bidder shall be obliged to provide a Bill of Material at the last bid price at the close of auction.

**EXPENDITURE ON REVERSE AUCTION:**

All expenses of reverse auction shall be borne by the Bank. Bidders, however, shall attend the training or mock auction at their own cost.

**(To be stamped in accordance with stamp act)**  
**PRE-CONTRACT INTEGRITY PACT**

Between

**Punjab & Sind Bank (PSB)** hereinafter referred to as "**The Principal**",

**And**

\_\_\_\_\_ hereinafter referred to as **"The Bidder/ Contractor"**

## Preamble

The Principal intends to award, under laid down organizational procedures, contract/ s for \_\_\_\_\_ . The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal has appointed 1. Sh. Asha Ram Sihag and 2. Aditya Prakash Mishra as Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

## Section 1 - Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions

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

1. The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
  - a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm,

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

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

- I. 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.
- II. 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 I Contractors I Subcontractors**

- I. The bidder shall not sub-contract or permit anyone other than its personnel to perform any of the work, service or other performance required of the bidder under the contract without the prior written consent of the Bank. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- II. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- III. 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) I Contractor(s) I 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**

- I. 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. 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.
- II. 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.
- III. 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.

- IV. 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.
- V. 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.
- VI. 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.
- VII. 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.
- VIII. 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**

- I. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- II. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- III. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- IV. 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.
- V. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

vi. 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)  
Contractor) (Office Seal)

(For & On behalf of Bidder /  
(Office Seal)

Place .....

Date .....

Witness 1:  
(Name & Address)

Witness 2:  
(Name & Address)



## Proforma for Commercial response (indicative only)

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

S.No	Services Offered	Parameter	Rate (INR) (A)	Quantity for 5 years(Estimated) (B)	Cost for 5 years in INR (C= A* B)
1	End to end reconciliation of all Financial transaction as per scope for all digital products (Upto the logical closure of transaction including resolution of complaint, if any)	Per Transaction		463 Crore transactions	
2.	Reconciliation services for —Cash in ATM/CRM/BNA	*Per ATM/CRM/ BNA Per Month		2000	
TCO					

\* The amount to be quoted in TCO for Reconciliation of Cash in ATM/CRM/BNA should be in the range of Rs.100/- to Rs.200/-. Any quote other than this will be rejected.

Signature of the Authorised Signatory  
Name of the Company:

Company Seal  
Date:

Note:

1. The "per transaction rate" & Reconciliation services for Cash in ATM/BNA/CRM quoted should be exclusive of all taxes.
3. Bidder quoting the lowest rate in Reverse Auction will be considered the L-1.
4. In case any difference in Rate quoted words and figure, the rate written in words will be considered for Final Bidding.
5. Bidder will be paid per transaction basis. Selected bidder will be paid for number of financial transaction processed for reconciliation multiplied by per transaction cost.
6. No extra cost shall be payable by the Bank for integration or relevant applications /systems for reconciliation.
7. The bidder has to submit the price bid only in the above format. Any other format would be summarily rejected at the time of opening the bid.
8. The number of transactions, ATMs/BNAs/CRMs mentioned above are given to arrive at TCO only. The actual number of transactions / number of ATMs/BNAs/CRAs may differ from time to time.

**COMPLIANCE STATEMENT**

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

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

To,  
Punjab & Sind Bank,  
HO Reconciliation Department,  
\_\_\_\_\_

**DECLARATION**

1. We \_\_\_\_\_ (name of the company) hereby confirm having submitted our bid for participating in Bank's RFP dated \_\_\_\_\_ for procurement of \_\_\_\_\_
2. We also confirm having read the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
3. We hereby undertake and agree to abide by all the terms and conditions stipulated by Punjab & Sind Bank in the RFP document including all annexure and the Business Rules for Reverse Auction.
4. We shall participate in the on-line auction conducted by GEM Portal (Auctioneer Company) and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by the auctioneer company.
5. We, hereby confirm that we will honor the Bids placed by us during the auction process, failing which we shall forfeit the Earnest Money Deposit. We also understand that the bank may debar us from participating in future tenders.
6. We confirm having nominated Mr. \_\_\_\_\_ designated as of our company to participate in the Reverse Auction on behalf of the company. We undertake that the company shall be bound by the bids made by him in Reverse Auction.
7. We undertake to submit the confirmation of last bid price by us to the auction company/Bank within 48 working hours of the completion of event. We also undertake to submit the Bill of Materials for the TCO (Total Cost of Ownership) in terms of RFP.

Signature with Company Seal

Name:-

Designation within Company/Organization

Company / Organization –

Address of Company /Organization -

Name of Authorized Representative:

Signature of Authorized Representative: Verified above signature

**Letter of Authorization for Reverse Auction**

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

To,  
Punjab & Sind Bank,  
HO Reconciliation Department,  
\_\_\_\_\_

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

Verified above signature  
Signature of Verifying Authority: \_  
Signature with company seal  
Name-  
Designation within Company / Organization –  
Company / Organization –  
Address of Company /Organization

**UNDERTAKING BY THE BIDDER**  
**(On Company's letter head duly signed by authorized signatory)**

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

To,  
Punjab & Sind Bank,  
HO Reconciliation Department,  
\_\_\_\_\_

We \_\_\_\_\_(Bidder name), hereby undertake that-

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

Dated this ..... day of ..... 2024

Place:

Signature: (In the Capacity of)

## PREBID QUERY FORMAT

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

S.No	Page No.	Clause No.	RFP Clause	Bidder Remarks



**Know Your Employee (KYE)**  
**(On Company's letter head duly signed by authorized signatory)**

(To be submitted by all bidders on their letter head)

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

To,  
Punjab & Sind Bank,  
HO Reconciliation Department,  
\_\_\_\_\_

**UNDERTAKING**

We \_\_\_\_\_ (name of the company) hereby confirm that all the resource (both on-site and off-site) deployed/to be deployed on Bank's project for \_\_\_\_\_ (Name of the RFP) have undergone KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy.

We further undertake and agree to save defend and keep harmless and indemnified the Bank against all loss, cost, damages, claim penalties expenses, legal liability because of non-compliance of KYE and of misconduct of the employee deployed by us to the Bank

We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report, character certificate, ID card copy, Educational document, Credit history, etc.) to Bank before deploying officials in Bank premises for \_\_\_\_\_ (Name of the RFP).

Signature with Company Seal

Name:-

Designation within Company/Organization

Company / Organization –

Address of Company /Organization -

Name of Authorized Representative:

Signature of Authorized Representative: Verified above signature

**Undertaking of Information Security**  
(To be submitted by all bidders on their letter head)

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

(This letter should be on the letterhead of the bidder as well as the OEM/ Manufacturer duly signed by an authorized signatory)

Date

To,  
Punjab & Sind Bank,  
HO Reconciliation Department,  
\_\_\_\_\_

Sir,

Subject: Request for Proposal (RFP) For Outsourcing of Settlement, End to End Reconciliation & Dispute Management of Digital Transactions of various Networks, Cash in ATMs/CRMs & Other Payment Systems in the Bank for 5 years.

We hereby undertake that:-

1. The software being offered do not contain any kind of malicious code such as Viruses, Trojan, Spyware etc. that would:-
  - a. Obstruct the desired and the designed function of Software.
  - b. Cause physical damage to the user or their equipment during the usage of the equipment.
  - c. Tap the information regarding network, users and information stored on the network of the Bank or in its CBS Platform or otherwise.
  - d. Culminate into software attack, theft of intellectual property rights, identity theft, theft of equipment or information, sabotage & information extortion;
2. There are no Trojans, viruses, worms, spywares or any malicious software of such kind on the system and in the software developed and supplied.
3. We undertake to be liable in case of any loss that may be caused to the Purchaser due to the breach of any of the aforesaid assurances & representations and also for any physical damage, loss of information and those relating to copyright and Intellectual Property Rights (IPRs), caused due to activation of any such malicious code in the Software supplied.

Signature with Company Seal

Name:-

Designation within Company/Organization

Company / Organization –

Address of Company /Organization -

Name of Authorized Representative:

Signature of Authorized Representative: Verified above signature

**Restriction on Procurement due to National Security**

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

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

**Date**

To,  
Punjab & Sind Bank,  
HO Reconciliation Department,  
\_\_\_\_\_

Dear Sir,

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

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

Yours faithfully,

Signature with Company Seal

Name:-

Designation within Company/Organization

Company / Organization –

Address of Company /Organization -

Name of Authorized Representative:

Signature of Authorized Representative: Verified above signature

### TURNOVER CERTIFICATE

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

To be provided by Statutory Auditor/Chartered Accountant

This is to certify that M/s\_\_\_\_\_, a company incorporated under the companies act, 1956 with its headquarters at, \_\_\_\_\_ has the following Turnover, Net Profit/Loss and Net worth from its Indian Operations. This information is based on the Audited Financial Statements for 2020-21,2022-23 and 2022-23

Financial Year	Turnover towards IT related business in India (Rs. In Lacs)	Before Tax & Depreciation (Rs. In Lacs)	Net Profit/Loss (Rs. In Lacs)	Tangible Net Worth towards IT related business in India (Rs. In Lacs)
2020-21				
2021-22				
2022-23				

Please also submit the final balance sheet/Profit & Loss statement in support of the above list if available.

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

Designation:

Email ID:

Mobile No:

Telephone No.:

(To be submitted by all bidders on their letter head)

To,  
Assistant General Manager,  
Punjab & Sind Bank,  
HO Reconciliation Department,  
\_\_\_\_\_

Dear Sir,

Subject:.....

We \_\_\_\_\_ (bidder name), hereby undertake that we are liable to be suspended from participation in any future tenders of the Bank for 3 years from the date of submission of Bid in case of any of the following:

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

Yours faithfully,

Signature with Company Seal

Name:-

Designation within Company/Organization

Company / Organization –

Address of Company /Organization -

**Technical Specification**

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

S No.	Description	A/N	(Configuration details to be provided with 5 year (y-o-y) Projection)
1.	System is available to carry out Settlement, Reconciliation & Dispute Management of Transactions of various Network & Cash in ATMs/CRMs/BNAs.		
2	Software details		
	Software front-end/programming language		
	Details of other system software required other than Operating System		
3	Hardware & Operating System details		Hardware (Servers, SAN Storage, PCs, network switch, Rack etc. has to be provided by the bidder (Primary & DR).
	Broad server requirement details. Sizing has to be given for 5 years.		
	Operating System		
	Backup Details		
	Software features		
	Security features for preventing unauthorized access		
	Various level of access/authorization/approval with password		
	Audit-trail & logs		
	Faster data storage/retrieval		
	Query module		
	Day begin/day end procedure		
	Disaster handling & recovery		
	Data export/import, download/upload facility		
	Maker/Checker concept		
	Audited & Certified by third party		
4	If desired by the bank, whether the bidder agree to supply/provide all required system software and other related utility software to run the proposed Recon Solution (other than hardware & OS)		
5	Adequate manpower and other resources to be provided by the bidder for reconciliation activity		
6	The Solution offered by the Bidder should be Payment Card Industry Data Security Standard (PCI-DSS) compliant solution.		
7	The Solution offered should be compatible with all guidelines issued by the regulatory / Government bodies from time to time. In case of disruption of services at the Primary Site, the Bidder should be capable of providing continuous services at an alternate location/ Disaster Recovery Site of the Bank without the disruption of services. Disaster Recovery Site has to be verified by the bank's Officials after enabling for the primary site.		
8	Project deliverables		
	Software executable code		
	User Manual		
	System documentation		
	Front end access to Bank for Report Generation		



9	Training		
	User training		
	System administration training		
10	Software support		
	Warranty support		

Note: A – Available

N – Facility Not Available

**Part Annexure-XXII (B) –Matrix for Technical Specification (Total marks-100)**

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

<b>S.No</b>	<b>Parameter</b>	<b>Bidder's Response</b>	<b>Max Marks</b>	<b>Basis of Marks</b>
<b>1</b>	Readily Availability of End to End Reconciliation Solution		<b>10</b>	Evidence to be submitted
<b>2</b>	The solution is functioning in minimum 2 Banks in India		<b>10</b>	Letter from such banks to be enclosed with the Technical Bid document. 2 marks each for one Bank. (For Each Bank)
<b>3</b>	Experience in Number of years for Handling E2E Reconciliation and Dispute management for Digital Transactions in minimum 2 Banks in India.		<b>10</b>	Letter from such banks to be enclosed with the Technical Bid document. 1 mark each for one completed year. (For Each Bank)
<b>4</b>	Largest Single successful Implementation for handling Reconciliation of ATM/CRM/BNA and Digital transactions Process in terms of No. of ATMs/CRMs/BNAs per Bank.		<b>10</b>	No. of ATMs/CRMs/BNAs Reconciled: Less than 1000 1 Mark 1000-1500 2 Marks 1501-2000 3 Marks 2001 & Above 5 Marks (For Each Bank) Letter from such banks to be enclosed with the Technical Bid document
<b>5</b>	Largest Single successful Implementation for handling Digital Reconciliation Process in terms of No. of transactions per day.		<b>10</b>	More than 10 Lacs per day – 2 Marks Above 10 Lacs to 20 Lacs – 3 Marks Above 20 Lacs – 4 Marks Above 50 Lacs – 5 Marks (For Each Bank) Letter from such banks to be enclosed with the Technical Bid document
<b>6</b>	Bidder's Experience in successful handling UPI,IMPS, AEPS, BBPS, PG Transactions Reconciliation Process including Dispute Handling in Banks.		<b>10</b>	2 marks each for one Bank. Letter from such banks to be enclosed with the Technical Bid document
<b>7</b>	Bidder's Experience in successful handling Rupay/VISA/Master Transactions Reconciliation Process including Dispute Handling in Banks.		<b>10</b>	2 marks each for one Bank Letter from such banks to be enclosed with the Technical Bid document
<b>8</b>	Bidder's Experience in successful handling NEFT, RTGS Transactions Reconciliation Process including Dispute Handling in Banks.		<b>10</b>	2 marks each for one Bank Letter from such banks to be enclosed with the Technical Bid document
<b>9</b>	Bidder's Experience in successful handling other networks transactions and Reconciliation Process including Dispute		<b>10</b>	2 marks each for one Bank Letter from such banks to be enclosed with the

	Handling in Banks.			Technical Bid document
<b>10</b>	Bidder should have End to End Complaint Management Solution (Portal).		<b>10</b>	2 marks each for one Bank  Letter from such banks to be enclosed with the Technical Bid document

Note : The list of technical specifications given above is not exhaustive and bidders must support all regulatory, network, Govt., IBA, NPCI change requests at no extra cost, all the reconciliation needs of the Bank that arise during tenure of the contract.

**All the transactions must be reconciled as far as possible on real time basis.**

**Evaluation Criteria:**

- Bidder must secure a minimum score of 70% marks in Technical Evaluation.

### Functional Specifications

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

Functional Specification Description	Bidders Compliance (Y/N)
<p>Bidder should Process all the Raw files received from different Network and Prepare settlement for all the network as NPCI, NFS, VISA, MasterCard, Rupay, Mobile Banking, Internet Banking , RTGS, NEFT, ATM/BNA/CRM, IMPS, UPI(Unified payment Interface), AePS, DFS(Discover Financial services), ICD(Interoperable cash Deposit),AEPS (Aadhar Enable payment system), Aadhar Pay, BBPS(Bharat Billpay system), Acquirer POS, Payment Gateway. Reconciliation of Onus and Acquirer should be done on four way.</p> <p><b>Reconciliation of All Network, Pool Accounts and General Acconts</b></p> <ul style="list-style-type: none"> <li>• All issuer, acquirer and merchant- acquirer transaction reconciliation</li> <li>• All Debit card and POS transaction reconciliation</li> <li>• All Pool accounts and General accounts reconciliation(which need to be reconcile)</li> <li>• Generation of Issuer , acquirer and merchant-acquirer reports</li> <li>• Generation of Unreconciled entries Age wise and Amount Wise</li> <li>• Generation of Pending Unreconciled entries age wise</li> <li>• Generation of —In Network not in CBS report and TTUM “for Issuer and Acquirer both”</li> <li>• Generation of In finacle not in Network report and TTUM “for Issuer and acquirer Both”</li> <li>• Generation of Fraud monitoring Reports.</li> <li>• Generation of reports for High transaction value and Number</li> <li>• Generation of Transaction Reports Threshold decided by Bank.</li> <li>• Generation of Reports customer raising disputes more than once in a year.</li> <li>• Generation of reports of customer raising Frequent chargeback (four times in a month)</li> <li>• Generation of Potential chargeback reports.</li> <li>• Generation of Credit adjustment reports.</li> <li>• Generation of Debit adjustment reports.</li> <li>• Generation of Pre-arbitration Report.</li> <li>• Generation of Arbitration Report.</li> <li>• Generation of Merchants payment file.</li> <li>• Generation of presentment file to be stage on Rupay, MasterCard and Visa</li> <li>• Generation of all the dispute files for VISA, Mastercard file and NPCI files</li> <li>• Generation of file for Fee collection and other records</li> </ul>	

- Generation of TTUM files for all the ONUS disputes received.
- System should have capability to Generate TTUM files uploadable in bank CBS.
- Generation of not settled transaction reports.
- Bidder should have auto reconciliation system and to adopt RPA & AI technology

**Apart from above reports bidder has to provide all the reports as per the requirement of the bank.**

### **Fees Calculation**

- Computation of Fees for issuer transaction from Network Provider
- Computation of Fees for Acquirer transaction from Network Provider.
- Computation of fees payable to Other Bank
- Computation of Fees receivable from other Bank.
- Computation of Fees for Non-financial transaction such as Mini statement, balance Inquiry, Pin change
- Generation of GST & other tax Reports
- Generation of Interchange reports
- Generation of Switching fees reports
- Generation of Reports for VISA and MasterCard for various charges and fees levied by them.
- Computation of Annual Card Charges as well as Card/Pin Reissuance charges and generating the TTUM file for bulk upload.
- Generation of reports for fees levied by all Network providers such as NFS, RuPay, Visa, MasterCard, JCB, UPI, IMPS, Fastag, POS (Merchant Acquiring transactions), Credit Card & Prepaid card, Payment Gateway, Lifestyle, BQR, BBPS and AePS
- Generation of Reports and TTUM to Credit branches for transactions done on their ATMs.
- Generation of all other fees reports asked by bank for top management and audit Purpose.
- Generation of income and expenditure report Weekly, Monthly, Quarterly and Yearly
- Preparation of closing related reports.
- Generation of reports of expenditure of all networks.

**Apart from above reports bidder has to provide all the reports as per the requirement of the bank.**

### **Dispute Management**

- Bidder should have end to end Complaint Monitoring System (Portal) in place for complaint resolution. The access of Complaint Monitoring System (Portal) is to be provided to all the Branches/Controlling offices or any other office as decided by Bank.
- Selected bidder has to resolve the complaints received

on Bank's CRM Portal/SPGRS or through any other mode as decided by Bank in future.

- Selected bidder has to attend the call and e-mail from the branches as well as from customers on the dedicated phone number and e-mail given by the Bank and act promptly on time bound manner.
- Bidder has the capability to integrate the Complaint Management System with Bank's SMS aggregator to send ticket number and complaint status to customer.
- Management of claims received with TAT.
- Updation of status of claims.
- Status updation of claims to customer.
- Sending of Mails to customer about claim status.
- Generation of Chargeback file for all the networks.
- Generation of Re-presentment file for all the network.
- Generation of Pre arbitration file for all the Network.
- Generation of Pre arbitration Rejection file for all the network.
- Generation of compliance Reports for all the network.
- Compliance of Retrieval request and chargeback procedure.
- Chargeback letter and exhibit form to be generated.
- File for 2<sup>nd</sup> presentment.
- Details and register for cardholder documents received in 2<sup>nd</sup> Presentment.
- Multiple dispute chargeback letters.
- Management of customer dispute letter and forms.
- Good faith request acceptance and forwarding our request too.
- Generation of credit adjustment and Debit adjustment reports.
- Management of all the other Kind of disputes and Requirement received from Network providers and card schemes.
- Reports for duplicate entry for single claim.
- Validation of transaction from database.
- Location/Terminal details asked by branches.
- Tracking of Dispensed amount and claimed amount, customer wise and branch wise.
- Dispute management of Tie up and Third Party.
- Unique reference number to all the transaction and dispute.
- Handling of All the Banking Ombudsman cases, Bank's Internal Ombudsman cases, Consumer forum cases and RTI queries and investigation agencies queries.
- Providing relevant data sought by investigating agencies.
- Handling of all the claims received from higher Management and register should be there in system.
- MIS for all the disputes weekly, monthly, Quarterly and yearly.
- Collection of charge slip from Merchants for chargeback, Retrieval request and other Dispute Received.



- Age wise break up for all pending payments for merchant.
- Transaction credit confirmation for IMPS and UPI transaction.
- System should have capability to store and Retrieve all the documents received from different network and branches.
- System should have capability to store and retrieve all the dispute as and when required by Bank.
- System should have capability to flag all the entries which were earlier unreconciled and now reconciled.
- System should have capability to handle all type of Disputes of NFS, VISA, Mastercard, Rupay and all the other network for which Bidder is performing settlement and Reconciliation for Bank.
- Bidder should have different Dispute Management system to keep History of all the disputes and Management of Dispute.
- Bidder should have capability to manage all the Dispute arises from all Networks and other channels which are to be taken up with concerned cell.
- GST related transactions GST figure reconciliation.
- Handling queries from branches on the unreconciled and pending entries.
- Handling of customer queries/calls on pending claims.

#### **Payable Account reconciliation**

- Reconciliation of all the Bills payable account for all the networks i.e., NFS, VISA, MasterCard, RuPay, UPI, IMPS, AePS, POS (Merchant Acquiring transactions), Payment Gateway, BBPS, NEFT/RTGS etc.,
- Age wise breakup of entries pending in Bills payable.
- Alert reports for entry pending More than 2 days.
- Accounting for all type of disputes in CBS.
- Generation of Summary sheet of Bills payable account.
- Reconciliation of all the chargeback GL.
- Age wise breakup of entries pending in Chargeback GL.
- Age wise breakup entries to be debited in all the bills payable.
- Settlement entries pending in Bills payable account.
- Generate daily tally sheet.
- Excess settlement posted in Bills payable account.
- All the issuer transaction should be reconciled three way and action should be taken for all the unreconciled reports.
- Handling of card to card and e-cash transaction reconciliation and Dispute Management.
- Reconciliation of all the non-financial transaction for all the network.
- Generation of Exchange fluctuation file and their settlement and reconciliation.
- Shadow Balance maintenance in Data base which should always tally with Bank CBS balance

- Generation of daily sheet for all channels.

### **Receivable account reconciliation**

- Reconciliation of all the Receivable account for all the networks i.e., NFS, RuPay, VISA, MasterCard etc.,
- Age wise breakup of entries pending in Receivable
- Alert reports for entry pending More than 2 days.
- Accounting for all type of disputes in CBS
- Generation of Summary sheet of Receivable account
- Reconciliation of all the Receivable chargeback GL
- Age wise breakup of entries pending in Chargeback GL
- Age wise breakup entries to be debited in All the Receivable.
- Settlement entries pending in Receivable account.
- Excess settlement posted in Receivable account.
- Shadow Balance maintenance in Data base which should always tally with Bank CBS balance.
- Generate daily tally sheet.

### **Suspense reconciliation**

- Generation of tallied report and difference statement for zeroing entry in CBS.
- Accounting of suspense debtors, Cash in ATMs/CRMs and Networks.
- Checking of ATM withdrawal, reversal, Bank advices posted in CBS.
- Generation of files to upload in CBS for debiting and credit the customer account as and ATM account.
- Generation of reports for Switch outstanding, Branch outstanding, Network outstanding
- Inbuilt reconciliation rule table to reconcile all the transaction.
- Update and reconcile third party I e NFS, VISA, MasterCard, RuPay and all the Network entries
- Generation of Vendor wise sheet to recover the amount from vendor.
- Age-wise break up of all Suspense entries.
- Shadow balance maintenance in system which should always match with CBS balance.
- Generation of daily tally sheet.

### **Cash in ATMs/CRMs Reconciliation**

- Maintain ATM wise account in the system.
- Record all the transaction taken place in ATMs/CRMs
- Record all the Manual debit and credit taken place in ATMs/CRMs
- Verification of Overage and shortage at the time of Load unload
- ATM wise and age wise segregation of load and unload.
- Maintenance and Generation for Cash Balance Report,

### C3R

- Cross verification of actual cash loaded and Logical cash loaded
- Reconciliation of cash management services and agencies
- Exception report generation for differences
- Interface to upload file to branches
- Record for excess and shortage and TTUM generation for the same.
- Generation and maintenance of Shadow balance in system which should always match with CBS
- Breakup of sundry account who is maintaining excess cash balance
- Breakup of suspense account maintain cash shortage
- The system should be capable to process EJ, Switch file, CBS file and network files to perform 4 way reconciliation.
- The system should capable to generate all the unreconciled entries of ATM to reconcile the same.
- System should generate report like CBS outstanding, switch outstanding, Tie up outstanding.
- System should have capability to generate ATM reconciliation report automatically.
- System should have capability to recognize all the transaction posted in GL and take it to GL reconciliation automatically.
- System to upload CBs and C3r report in system to perform GL reconciliation
- System should have intelligence to compute EOD balance on the basis of EJ, CBS and switch.
- Contacting branches where ATM is tallied by branch for dispute Management.
- System should have capability to handle Acquirer and Onus claim lodge for Particular ATM.
- Recovery of Disputed amount.
- System should have capability to handle Acquirer and Onus claim lodge for Particular ATM

### Accounting and Third Party Reconciliation

- Follow standard accounting procedure and system to adapt new standards.
- Capable to modify and incorporate changes in new procedure and accounting standards
- Capable to changes and modify the accounting procedure according to NFS, VISA, Mastercard, RuPay and all other Networks.
- Reconciliation of all incoming and outgoing transaction with regard to NFS, VISA, MasterCard, RuPay and all other network.
- Automated Voucher system for NFS,VISA, Mastercard, RuPay and all the other network and products.
- Generation of inflated transaction such as Petrol, Railways, Tip and surcharge.

- Generation of Files to debit and credit customer account.
- Generation of Scheme incentive files to credit customer account.
- Generation of foreign exchange fluctuation for foreign transaction.
- Cross tallying of Bank settlement account with forex branch advisement.
- Tracking and report generation of Various fees and penalty levied by NFS, VISA, Mastercard, RuPay and all other Networks and products of ATM Cell.
- Preparation of monthly reports for VISA, Master Card and RuPay respectively or any other report required by Network.

#### **MIS Reports and Decision Making system**

- ATM performance report.
- Daily, weekly, monthly and Quarterly reports for Bills payable, suspense and sundry account, expenditure etc age wise.
- Card Base Report for ATM/Non ATM branches.
- Card Base report as per card management system.
- Monthly card base report Region wise branch wise.
- Quarterly Operating certificates for VISA, Master Card and RuPay.
- Monthly RBI reports as required by Bank.
- Monthly Issuance reports as required by Bank
- Monthly ATM deploying reports.
- Generate Periodical reports as per requirement.
- Age wise report for claim received, claim settled and claim rejected.
- Exception report for Cash loading, EOD and ATM balancing.
- Daily GL balancing reports for Issuer and acquirer, Issuer Chargeback and Acquirer Chargeback.
- Daily, monthly, quarterly reports for Chargeback, Representment, Credit adjustment.
- Foreign transaction report according to FEMA.
- Age wise reports according to bank Requirement.
- Age wise daily reports of branches and Vendors who are not submitting EJ, CBR.
- Monthly report of all the disputes received and resolved Network wise.
- Age wise of all the ATM where reconciliation has not been done.
- Age wise pending Debit adjustment and Credit adjustment cases.
- All other reports bases on requirement of RBI, VISA, RuPay and other Apex bodies
- Tip surcharge difference reports.
- Average cash dispensed.
- Location wise transaction report
- Terminal wise

- Institutional total
- Suspense totals by interface for cut off difference, adjustment processing
- Daily Network wise settlement difference report, if it not tallied then immediately to report to the Bank team.
- Reports required by Auditor.

#### **Fraud Monitoring Reports**

- System should generate Fraud Monitoring reports bases on Daily transaction processing.
- System should be capable of Generate frequent Chargeback report.
- System should be able to Generate High value transaction.
- System should be able to track transactions from same card from different location.
- System should be able to generate transaction with different Pos Entry Mode.
- System should be able to generate alert for Issuer transaction if reported more than usual in numbers
- Track high value Foreign transaction without MECI5 code.
- Track details of customer performing more transaction at night specifically at switching time.
- Track more transactions from a single card number or Mobile number.
- Track all the transaction which has routed through Different account.
- Generate high number of transactions from same card on single ATM.
- Track all the ATM who are generating a particular error in EJ.
- System should have Capability to Filing necessary reports to Master Card and VISA.
- Interface with the Bank's fraud and Risk Management Systems and should be configurable, scalable and customizable to support the Bank's FRM solution if required.
- Track of Chargebacks/claims for a single card/account more than 3 during a month.

**Part Annexure-XXIII (B) –Matrix for Functional Specification (Total marks-100)**

S.No	Module/Product	Features and Functional Description	FC/PC/NC	Maximum Marks Allotted	Marks Scored
1	ATM & DEBIT CARD ON US/NFS / VISA / MASTERCARD / RUPAY/Any Other Network	Follow standard accounting procedure and system to adapt new standards.		5	
	CARD BASED TXNS Including but not limited to Cash on Mobile, Interoperable cash deposit, Bharat QR based Debit card PoS txn, Tokenization/ Host-card emulation (HCE) txn, UPI/ QR based cash withdrawal, NCMC Based PoS txn/ Wallet based offline contactless txn etc.	3 Way Reconciliation based on Switch, CBS and settlement files on T+1 basis and submission of Reports.		10	
		4 Way Reconciliation for ATM/CRM/BNA on basis of Switch, CBS, Settlement files & EJ.			
		Submission of Exceptional Transactions (Online/Offline) on T+1 basis		5	
		Capable to modify and incorporate changes in new procedure and accounting standards		5	
		Capable to changes and modify the accounting procedure according to NFS, VISA, MasterCard, RuPay and all other Network and directives from statutory authorities, viz RBI/NPCI/IBA/ DFS/ Govt. institutions etc.		5	
		Reconciliation of all incoming and outgoing transaction (debit/credit/PPI cards etc.) with regards to NFS, VISA, MasterCard, RuPay and all other networks including POS Ecommerce/ Standing instruction on Debit Cards transactions.		5	
		Automated Vouching system for NFS, VISA MasterCard, RuPay and all the other network and products.		10	
		Generation of TTUMS for customer disputes, settlement credits, Refunds, Incentives etc. Refund credit is to be verified based on, • Txn Matching, • Per card/ txn limit Matching, • Domestic/		5	

		International classification as per rules set by card network.			
		Generation of Files to debit and credit customer account		5	
		Tracking and report generation of Various fees and penalty levied by Regulators		5	
		Preparation of QOC, QMR and monthly reports for VISA, Master card and RuPay respectively, including any other report required time to time for submission to regulatory authorities/ Bank's management.		5	
		GST calculation and invoice Handling customer dispute by raising credit adjustment/ Chargebacks & Representments through NPCI dispute management system (DMS)/ System should be capable to raise debit adjustments with other issuers for disputes related to acquiring transactions/ wrong reversals etc.		10	
2	Accounting and Third Party Reconciliation	Follow standard accounting procedure and system to adapt new standards.		5	
		Capable to modify and incorporate changes in new procedure and accounting standards and as per the requirement of RBI/NPCINFS VISA, MasterCard, RuPay and all other network		10	
		Automated Vouching system for NFS, VISA, MasterCard, RuPay and all the other network and products.		5	
		Generation of Files to debit and credit customer account		5	
		Tracking and report generation of Various fees and penalty levied by NFS, VISA, MasterCard, RuPay and all other Network and products of Digital Banking..		10	
		Fully Automatic Reconciliation Process		10	
3	MIS Reports and Decision Making system	ATM/CRM/BNA performance report		5	
		Daily, weekly, monthly and		10	



		Quarterly reports for Bills payable, suspense and sundry account age wise			
		Monthly RBI reports as required by Bank		10	
		Monthly ATM/CRM/BNA deploying reports Generate Periodical reports as per requirement		5	
		Age wise report for claim received, Claim settled, and claim rejected.		5	
		Exception report for Cash loading, EOD and ATM/CRM balancing		5	
		Daily GL balancing reports for Issuer and acquirer, Issuer Chargeback and Acquirer Chargeback		10	
		Daily, monthly, quarterly reports for Chargeback, Presentment, Credit adjustment.		5	
		Age wise daily reports of branches and Vendors who are not submitting EJ, CBR.		5	
		Monthly report of all the disputes received and resolved Network wise		5	
		Age wise data of all the ATM/CRM/BNA where reconciliation has not been done.		5	
		Age wise pending Debit and Credit adjustment cases.		5	
		All other reports bases on requirement of RBI, VISA, RUPAY and other Apex bodies		10	
4	Dispute Management	Management of complaints received on Dispute Management Solution provided by vendor with in TAT.		10	
		Management of complaints received through Bank's CRM/SPGRS within TAT. System / product's module should be capable to interface with Bank's CRM complaints.		5	
		Capability to integrate the Complaint Management System with Bank's SMS aggregator to send ticket number and complaint status to customer.		5	
		Automatic updating of status		10	

		of complaints in CRM/Solution Provided by Vendor			
		Status updating of complaints to customer		5	
		Generation of Chargeback file for all the networks.		5	
		Generation of Representment file for all the network		5	
		Generation for Pre-arbitration file for all the Network		5	
		Generation of Pre-arbitration Rejection file for all the network		5	
		Generation of compliance Reports for all the network		10	
		Compliance of Retrieval request and chargeback procedure		5	
		File for 2 <sup>nd</sup> presentment		5	
		Details and register for cardholder documents received in 2nd Presentment		5	
		Multiple dispute chargeback letters.		5	
		Generation of credit adjustment and Debit adjustment reports		5	
		Management of all the other Kind of disputes and Requirement received from Network providers and card schemes.		5	
		Reports for duplicate entry for single claim		5	
		Validation of transaction from database		5	
		Tracking of Dispensed amount and claimed amount, customer wise and ATM wise &/branch wise		5	
		Dispute management of Tie up and Third Party		5	
		Unique reference number to all the transaction and dispute.		5	
		Handling of All the Banking Ombudsman cases, Consumer forum cases and RTI queries		10	
		MIS for all the disputes weekly, monthly ,Quarterly and yearly		5	
5	Fees Calculation	Collection of charge slip from Merchants for chargeback Retrieval request and other Dispute		10	

		Received			
		Age wise break up for all pending payments for merchant		5	
		System should have capability to store and Retrieve all the documents received from different network and branches		5	
		System should have capability to store and retrieve all the dispute as and when required by Bank. System should have capability to flag all the entries which were earlier unreconciled and now reconciled.		5	
		System should have capability to handle all type of Disputes of NFS, VISA, MasterCard, RuPay and all the other network for which Bidder is performing settlement and Reconciliation for Bank		5	
		Bidder should have different Dispute Management system to keep History of all the disputes and Management of Dispute. Also capable to match Bank's / RBI/ Card network policy defined TAT monitoring. Alert report should be generated for complaints falling beyond various internal/ external TAT configured.		5	
6	Payables/ GL wise reconciliation	Bidder should have capability to manage all the Dispute arise for Payment gateway, Ecommerce transaction and ATM transaction.		5	
		Reconciliation of all the Payables account for all the network i.e. NFS, VISA, RuPay, MasterCard etc.		10	
		Age wise breakup with amount of entries pending in payables		5	
		Alert reports for entries pending More than 2 days.		10	
		Accounting for all type of disputes in CBS.		5	
		Generation of Summary sheet of payables account		5	
		Reconciliation of all the		5	

		chargeback GL			
		Age wise breakup of entries pending in Chargeback GL		5	
		Age wise breakup entries to be debited in All the bills payable.		5	
		Settlement entries pending in Bills payable account.		5	
		Generate daily tally sheet.		5	
		Excess settlement posted in payable account.		5	
		All the issuer transactions should be reconciled three way and action should be taken for all the unreconciled transactions.		10	
		Shadow Balance maintenance in Data base which should always tally with Bank CBS balance.		5	
7	Receivables GL wise Reconciliation	Reconciliation of all the Receivable account for all the network i.e NFS, VISA, RuPay, Master card etc Age wise breakup of entries pending in Receivable.		5	
		Alert reports for entry pending More than 2 days.		5	
		Accounting for all type of disputes inCBS.		5	
		Generation of Summary sheet of Receivable account.		5	
		Reconciliation of all the Receivable chargeback GL Age wise breakup of entries pending in Chargeback GL		5	
		Age wise breakup entries to be debited in All the Receivable.		5	
		Settlement entries pending in Receivable account.		5	
		Excess settlement posted in Receivable account.		5	
		Shadow Balance maintenance in Data base which should always tally with Bank CBS balance.		5	
		Generate daily tally sheet.		5	
8	Suspense reconciliation	Generation of tallied report and difference statement for Zeroing entry in CBS.		10	
		Accounting of suspense debtors, —Cash in ATM/CRM/BNA and Network		5	
		Checking of ATM/CRM/BNA withdrawal, reversal, Bank advices posted in CBS		5	

		Generation of files to upload in CBS for debiting and crediting the customer account as well as Vendor account and ATM account.		5	
		Generation of Switch outstanding, Branch outstanding, Network outstanding report.		5	
		Force reconciliation by relaxing some parameters.		10	
		Inbuilt reconciliation rule table to reconcile all the transaction.		5	
		Update and reconcile third party i.e NFS, VISA, MasterCard, RuPay and all the Network entries.		5	
		Generation of Vendor wise sheet to recover the amount from vendor Age- wise break up of all Suspense entries		5	
		Shadow balance maintenance in system which should always match with CBS Balance.		5	
9	Cash ATM/CRM/BNA" Reconciliation In	Interface for uploading Cash Balance Report (CBR) received from the branches/outsourced vendors.		5	
		Software should be able to store/retrieve Cash Balance Report along with Switch.		5	
		CBS and EJ data and reconcile the same with the Bank records.		5	
		The system should be capable to decrypt the error codes of the EJ of various ATM/CRM/BNA providers.		5	
		System based computation of ATM cash dispense and CASH RECYCLER cash deposit/dispense between ATM EODs		5	
		Maintain ATM/CRM/BNA wise account in the system.		5	
		Record all the transaction taken place in ATM/CRM/BNA.		5	
		Record all the Manual debit and credit taken place in ATM/CRM/BNA.		5	
		Verification of Overage and shortage at the time of Load unload.		5	
		ATM/CRM/BNA wise and age wise segregation of load		5	

		and unload for Nodal branches			
		Maintenance and Generation for Cash Balance Report, C3R		5	
		Cross verification of actual cash loaded & Logical cash loaded.		5	
		Reconciliation of cash management services and agencies Exception report generation for differences		5	
		Interface to upload file to branches.		5	
		Record for excess and shortage and TTUM generation for the same.		5	
		Generation and maintenance of Shadow balance in system which should always match with CBS.		5	
		Breakup of sundry account who is maintaining excess cash balance.		5	
		Breakup of suspense account maintain shortage.		5	
		The system should be capable to generate all the unreconciled entries of ATM and to reconcile the same.		5	
		System should generate report like CBS outstanding, Switch outstanding.		5	
		System should have capability to generate ATM/CRM/BNA reconciliation report automatically.		5	
		System should have capability to recognize all the transaction posted in GL and take it to GL reconciliation automatically.		5	
		System to upload CBS and C3R report in system to perform GL reconciliation		5	
		System should have intelligence to compute EOD balance based on EJ, CBS and switch		5	
		System should have capability to handle Acquirer and Onus claim lodge for ATM/CRM/BNA		5	
		Verification of Billing & Income sharing of GST, Partners Billing & Business Correspondent (BC)		5	

**FC: Fully Complied, PC: Partially Complied, NC: Non-Complied**

The list of functional specifications given above is not exhaustive and bidders must support all regulatory, network, govt., IBA change requests at no extra cost, all the reconciliation needs of the Bank that arise during tenure of the contract.

Evaluation Criteria

The Marks obtained in Functional evaluation as per Annexure XXIII (B) out of 700 will be converted to 100

Bidder must secure a minimum score of 70% marks in Functional Specifications.



**ANNEXURE-XXIV****Final Score Card (Including Technical and Functional Specifications)**

<b>S.No</b>	<b>Particular</b>		<b>Total Marks</b>	<b>Marks Obtained</b>
1	Marks obtained in Technical evaluation as per Annexure XXII (B)	A	100	
2	Marks obtained in Functional evaluation as per Annexure XXIII (B)	B	100	
3	Total Marks	$C=(A+B)$	200	

Note:

- The Marks obtained in Functional evaluation as per Annexure XXIII (B) out of 700 will be converted to 100.
- The bidder has to score minimum 70% of marks each in Technical as well as Functional specification.