

# PUNJAB & SIND BANK



(Open Tender)

**REQUEST FOR PROPOSAL in GeM  
FOR  
SELECTION OF VENDOR FOR PROCUREMENT OF FOUR (04) MOBILE ATM VAN  
WITH ALLIED SERVICES UNDER OPEX MODEL THROUGH GEM PORTAL FOR  
ENGAGING ANYWHERE IN INDIA FOR TWO (02) YEARS.**

**GeM BID No: GEM/2024/B/5541773 Dated:25.10.2024**

**Issued By:**

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

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## Chapter 1: Notice Inviting Tender (NIT)

### 1.1. Introduction:

**Punjab & Sind Bank** having its Corporate Centre at New Delhi, hereinafter referred to as PSB/THE BANK is constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1980. It is one of the leading Nationalized Banks of the country with a National presence through a widespread network of 1500 plus branches all networked under Finacle 10.x version of Core Banking Solution. The centralized Banking Solution covers all the SOLs (Service Outlets), which are connected to the Data Centre and Data Recovery Centers through two tier network architecture. 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. Bank has a network of more than 1075 ATM(s) spread across the country, 01 BNAs (Bunch Note Acceptor), 01 Mobile ATM Van & 02 CRMs (Cash Recycler Machine) under Capex (Capital Expenditure) model to facilitate convenience to withdraw and deposit cash, Balance Inquiry, Mini Statement and several other activities to the public. ATM machine along with above activities can also lead to a non- tangible benefits in the form of marketing of Bank products viz. Digital products, Retail products etc. In order to increase the non – tangible benefits, Mobile ATM Van is a good option. The Mobile ATM Van can move around the city as per our specific schedule considering footfall of the place which will result in increase of ATM Hits.

The Bank intends to deploy Mobile ATM Vans with Allied services under OPEX Model in the Bank and seeks Technical and Indicative Commercial bids from the bidders who fulfill the Eligibility Criteria and who can perform the above activities as per Bank's requirement over the next two years. For this purpose, Bank invites complete and commercially competitive proposals from respective bidders for Procurement of Four (04) Mobile ATM Van With Allied Services Under Opex Model Through Gem Portal For Engaging Anywhere In India For Two (02) Years.

### 1.2. Disclaimer:

- (i) This Request for Proposal Document (RFP) is an integral part of the Tender Document and serves a limited purpose of invitation, and does not purport to contain all relevant details for submission of bids which each Bidder may require. The information contained in this RFP Document or subsequently provided to Bidder/s, whether verbally or in documentary form/email by or on behalf of the Punjab & Sind Bank or any of their representatives, employees or advisors (collectively referred to as — Bank Representatives), provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions is subject to the terms and conditions set out in this RFP document. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- (ii) This RFP document's objective is to give the bidder information to help them formulate their proposal. This request for proposals (RFP) document might not be suitable for every individual and 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.

- (iii) 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 issue of this RFP does not imply that the Bank is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, for the Project and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
- (iv) Bidders must go through the complete Tender Document for details before submission of their Bids. 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.
- (v) Each Bidder should conduct its own investigations, analysis, should check the accuracy, reliability and completeness of the information contained in this RFP and wherever necessary obtain independent advice/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- (vi) The terms and conditions written in this RFP document shall supersede any conflicting terms and conditions mentioned in GeM portal. The Bank's interpretations and decisions will be final and binding on the bidders.

**1.3. Terms used in the RFP documents**

The following terms have interchangeable meanings in the document:

AES	Advanced Encryption Standards
AMC	Annual Maintenance Contract
AMS	ATM Managed Services
ATM	Automated Teller Machine/Cash Dispenser
BANK	Punjab & Sind Bank
BIDDER,VENDOR	Prospective Supplier (Firm or company) participating in procurement process
BG	Bank Guarantee
BID	Offer/Proposal in contexts to the RFP
BOM	Bill of Material

CBS	Core Banking Solution referring to Finacle System (Infosys)
Contract	Agreement signed by successful bidder and the Bank
CRS	Cash Replenishment Services
Deficiencies	Non-conformity with the agreed scope of services
EMD	Earnest Money Deposit
EPP	Encrypted Pin Pad
FHDE	Full Hard Disk Encryption
GeM	Government e-Marketplace
GST	Goods and Services Tax
IPv6	Internet Protocol version 6
ISO	International Organization for Standardizations
LOI	Letter of Intent
MACHINE(S)	Refer to ATM
NDA	Non-Disclosure Agreement
NPCI	National Payments Corporation of India
OTC	One-time combinations (OTC) locks
OEM	Original Equipment Manufacturer
PADSS	Payment Application Data Security Standard
PCI	Payment Card Industry
PURCHASER	Punjab & Sind Bank
PO	Purchase Order
POC	Proof of concept, i.e. Demonstration of a product.
RFP	Request for Proposal
Product	All the hardware with it's all components, peripherals & associated software/ firmware etc.
Project	Procurement Of One (01) Mobile ATM Van With Allied Services Under Opex Model Through Gem Portal For Engaging In Delhi Region For Two (02) Years
Project Cost	The price payable to the Vendor under the Contract
Services	All services under scope of work of RFP
SLA	Service Level Agreement
SSD	Solid-state drive
Site	Locations where product/ services as desired
Successful bidder	L1 bidder after conclusion of the bidding process
TDES	Triple Data Encryption Standard
TCO	Total Cost of Ownership
TIS	Total Implementation of Site
TSS	Terminal Security Solutions
UPS	Uninterrupted Power Supply System (including Batteries)

1.4. [Key Information about Tender:](#)

Particulars	Details
Tender Ref. Number	GeM BID No: <b>GEM/2024/B/5541773 Dated:25.10.2024</b>
Tender Title	Request for proposal for Selection of Vendor for Procurement Of Four (04) Mobile ATM Van With Allied Services Under Opex Model Through Gem Portal For Engaging Anywhere In India For Two (02) Years.
Participation Fee(Non-Refundable)*	Rs.23,600/=(20,000 + 3600 GST) (Non-refundable) should be submitted online before last date of bid submission in the following account: Bank & Branch: Punjab & Sind Bank, Gurugram-122003. IFSC: PSIB0009028 Account: 90285040070003 (14 digits) NEFT Inward Parking Acct. (GST No. 06AAACP1206G2Z0)
Bid Security (EMD)*	Rs.3,00,000/- (Rupees Three Lakhs 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 14.</b> [Bank & Branch: Punjab & Sind Bank , Sector 44, Gurugram - 122003, IFSC Code: PSIB0021509]
Bid Validity	180 days
Date of Publishing the tender #	25.10.2024
Last Date for submission of Pre- Bid Query #	01.11.2024 17:00 Hrs (queries must be mailed to atmcell@psb.co.in only with the subject “Prebid query for RFP for Selection Of Vendor For Procurement Of Four (04) Mobile ATM Van With Allied Services Under Opex Model Through Gem Portal For Engaging Anywhere In India For Two (02) Years”)
Pre-Bid meeting date /Venue	06.11.2024 12:00 HRS Head Office ATM Cell, 2nd Floor , Plot No 151, Sector 44,Gurugram, Haryana, 122003
Last date of Submission of Bids (Online & Offline both)	21.11.2024 15:00 Hrs



Date and Time of Opening of Technical Bids	21.11.2024 15:30 Hrs
Date and Time of opening of Commercial Bids	To be notified later to the Technically qualifying bidders only.  <i>Bids will be opened in presence of the bidders' representatives (maximum two representatives per bidder) who choose to attend. In case the specified date of submission &amp; opening of Bids is declared a holiday in Haryana under the NI act, the bids will be received till the specified time on next working day and will be opened at 04:30 p.m. Punjab and Sind Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date &amp; time for submission of bids. No bidder shall be allowed to withdraw the bid after last date for receipts of bids.</i>
Date and Time of Reverse Auction (Through GeM)	To be notified later to the qualifying bidders only.
Place of submission and opening of Physical Bids	In person (hardcopy) <b>and</b> as well as on GeM portal:  Punjab & Sind Bank Head Office ATM Cell, 2nd Floor, Plot No. 151, Sector 44, Institutional Area, Gurugram -122003  Bid submitted by Courier will not be accepted.
Contact Persons for any clarifications/Submission of Bids	Mr. Prashant Mithaulia, AGM (IT), ATM Cell, 9988893352 Mr. Rahul Sinha, Sr. Manager, ATM Cell, 9717037090 <a href="mailto:atmcell@psb.co.in">atmcell@psb.co.in</a>
<p>*All MSEs(Micro &amp; 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. This exemption is not applicable for Start-ups which are not under the category of MSE, traders, sole agents, distributors etc.</p> <p>Sellers / Service Provider having annual turnover of ₹ 500 Crore or more, at least in one of the past three completed financial year(s), shall however, be exempted from furnishing Bid Security.</p>	

# If any of the dates given above happens to be Holiday in Haryana, the related activity shall be undertaken on the next working day at the same time.

#### 1.5. Information for Participating through GeM:

(i) 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. Vendors will have to abide by terms and conditions of GeM portal for participating the bidding process.

Following activities will be conducted online through GeM:

- a. Publish of Tender
- b. Purchase of RFP document
- c. Pre-Bid Query & response thereof
- d. Corrigendum/Addendums to the RFP (If required)
- e. Submission of Technical Bid & Commercial Bid by the Bidder
- f. Opening of Technical Bid & Commercial Bid
- g. Tender Evaluation
- h. Reverse Auction with Qualified bidders
- i. Announcement of results
- j. Tender Award (If any)

(ii) 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.

(iii) 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.

(iv) 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.

(v) 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 GeM portal (<https://bidplus.gem.gov.in/bidlists>).

(vi) 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).

(vii) 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.

- (viii) The Vendors are required to have digital certificates well in advance to participate in e-Tendering to be conducted through GeM portal. Vendors will have to abide by e-Business rules framed by the Bank in consultation with GeM portal.
- (ix) 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.
- (x) **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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## Chapter 2: The Tender Document

### 2.1 The Bid Document:

- (i) The Bidder must thoroughly study/ analyze and properly understand the contents of this RFP document, its meaning and impact of the information contained therein.
- (ii) The Bid document shall be complete in accordance with various clauses of the RFP document, or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be submitted.
- (iii) Failure to furnish all information required in the bidding document or submission of Bid not responsive to the bidding documents in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. Bank has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- (iv) Nothing in this RFP or any addenda/ corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/ corrigenda or clarifications issued in connection thereto
- (v) The Technical Bid Documents and Commercial Bid Documents to be submitted online on GeM portal as per this RFP document and as per the provisions and terms & conditions of GeM portal must be properly scanned and legible to read. Bids are liable to be rejected if only one (i.e., Technical Bid or Indicative Price Bid) is received.
- (vi) 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:

Punjab & Sind Bank  
Head office ATM Cell,  
2nd Floor, Plot No. 151,  
Sector 44, Institutional Area,  
Gurugram -122003.

- (vii) 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.

- (viii) 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. 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.
- (ix) 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.
- (x) 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.
- (xi) The Bid shall be typed and signed digitally or in indelible ink by the Bidder or a person duly authorized to bind the Bidder to the Contract and to be uploaded over the portal.
- (xii) All enclosures of the Bid submitted shall be numbered sequentially, bear the seal of the Company and the person signing the bids shall initial all pages of the Bids.
- (xiii) 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.
- (xiv) Until the execution of a formal contract, this RFP document with its corrigenda (if any), together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder
- (xv) 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.

## 2.2 [Cost of Tender Document](#)

The RFP shall be published on the on GeM portal and notification for the same shall be published on Central Public Procurement Portal (CPPP) as well as on the Bank's website <https://punjabandsindbank.co.in> & <https://gem.gov.in>. It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned in RFP. Unless otherwise stipulated in RFP, the downloaded Tender Document is free of cost.

### 2.3 Participation Fee

The bidder downloading the tender document from the website is required to submit a non-refundable participation fee as mentioned in “**Key Information about Tender**” online in favour of PUNJAB & SIND BANK (Bank a/c details given in Key Information) before the last date and time of submission of bid, failing which the bid of the concerned Bidder will be rejected. It may be noted that fee once submitted will not be refunded to any prospective bidder under any circumstances including Non-participation of Vendor in RFP, being successful /unsuccessful in the RFP or cancellation of RFP. Bank may, at its discretion, extend the deadline for submission of bids. Bidders are required to go through any subsequent amendment/Corrigendum/clarifications meticulously.

### 2.4 Clarifications regarding Tender

Any query/ clarification regarding Tender Documents may be addressed to the contact details given in “**Key Information about Tender**”.

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## Chapter 3: Instructions to Bidders

### 3.1 Minimum Eligibility Criteria for the Bidders

S.N	Eligibility Criteria	Documents to be submitted
1	The bidder should be registered as a company in India as per company Act 1956 or 2013. The Memorandum of Association (MOA) /Article of Association (AOA) should contain about the line of business sought in RFP.	Certificate of Incorporation / Registration Certificate issued by Registrar of companies along with Certificate of commencement of Business (if applicable). Memorandum & Articles of association and full address of registered office.
2	The Bidder should have average annual turnover of Rs.6.0 Crores from ATM related operations in the last three financial years i.e., 2021-22, 2022-23, 2023-24. (Not inclusive of the turnover of associate companies). The bidder should have positive net worth last three financial years in the last three years. The turnover must be the individual Company's turnover and not that of any group of Companies.  OR  <i>Above clause is applicable for bidders who fall under the category of Micro &amp; Small Enterprise (MSEs) or Start-ups (Necessary valid documentary proof certifying the bidder as an MSE or Start-up needs to be submitted by the bidder)</i>	Copy of the audited balance sheets of the company showing turnover of the company should be submitted.  In Case of Micro and Small Enterprises (MSEs) registered under Udyam, Registration certificate is required. The certificate should be of latest but before the deadline for the bid submission.
3	Bidder should have Positive Net-worth (as EBIDTA i.e, Earning before Interest, Tax, Depreciation & Amortization) in last three year Financial years (2021-22, 2022-23, 2023-24).	Audited Financial statements for the relevant years to be submitted. Separate certificate from a Chartered accountant to be submitted.
4	The Bidder should have minimum 2 years' experience in last 2 years in the line of activity i.e. in providing of mobile ATM to any Scheduled Banks and must have been presently catering their services to Scheduled Banks. The Bidders, must have executed the orders of similar nature and magnitude, successfully. The certificate, not older than one year to this effect from the organization should be furnished along with the technical bid. Letter of satisfaction and successful completion is to be provided from the organization where the bidder has provided their services.	Copy of the purchase / work order and Certificate of satisfactory completion and management of the work including product, integration & running successfully, by the authorized official of the Bank served.
5	Bidder should not be involved any litigation that impacts the solvency of the bidder.	A self-declaration certificate should be on Bidder's letter head.
6	Bidder must have requisite Central and State Labour Laws Compliance	A self-declaration certificate should be on Bidder's letter head.
7	As per Central Vigilance Commission (CVC) directives, it is required that Bidders/ OEMs /Supplier/bidders / Contractors observe the highest standard of ethics during the procurement, execution and continuation of such contracts in pursuance of this policy. Further, all bidders to submit and "PRE CONTRACT INTEGRITY PACT" as per Annexure-15 on non-judicial stamp paper of requisite value.	"PRECONTRACT INTEGRITY PACT" as per Annexure on non- judicial stamp paper.
8	The Bidder must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated	Undertaking to be submitted in <b>Annexure-20</b> and provide registration certificate issued by

	<p>23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding bidders <b>from a country which shares land border with India.</b></p> <p><i>Any bidder from a country which shares a land border with India will be eligible to bid in this RFP only if the bidder is registered with Department of Promotion of Industry and Internal trade (DPIIT). Bidder for the purpose of this RFP (including the term 'Agency')</i></p>	competent authority.
9	<p>The bidder should not have their Directors convicted of any criminal offence related to their professional conduct or making false statements or misrepresentations as to their qualifications to enter into a Procurement Contract within a period of two years preceding the last date of bid submission of RFP. If a bidder chooses not to disclose any such issue, and the same comes to Bank's notice at a later date, the Bank will be free to revoke any contract entered with the vendor and invoke Bank Guarantee at its discretion.</p>	Statutory auditor/ CA to provide certificate. Bidder need to also provide certificate on companies' letter head.
10	<p>Bidder and OEM should not have been Blacklisted/debarred by any Govt. / Govt. Agency/ Bank /IBA/ Financial Institution in India in the last 5 Years from the date of bid submission.</p>	Self declaration certificate should be duly signed by authorized signatory of the bidder on Company's letter head.
11	<p>Vendor should not have been disqualified on account of indulging in unethical business practices, a certificate to this effect be made available by the bidder from their existing clients/ banks.</p>	Self declaration certificate should be duly signed by authorized signatory of the bidder on Company's letter head.
12	<p>Subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/ management or partnership firms / LLPs having common partners should not participate in the bid process.</p>	Self declaration certificate should be duly signed by authorized signatory of the bidder on Company's letter head.
13	<p>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.</p>	Self declaration certificate should be duly signed by authorized signatory of the bidder on Company's letter head.
14	<p>Bidder should not be partially or fully owned/controlled/part of any financial institution or any payment platform. The bidder must be a non-Bank promoted entity.</p>	Self declaration certificate should be duly signed by authorized signatory of the bidder on Company's letter head.
15	<p>Bidder should not have had any unsuccessful implementations (Contract termination) for non-performance in Mobile ATM Supply, Installation and operation in Total Outsourced Model in any of the earlier contracts with any Bank during last 5 years. A Self Certificate to this effect should be submitted by the bidder.</p>	Self declaration certificate should be duly signed by authorized signatory of the bidder on Company's letter head.
16	<p>The Bidder having the following valid quality/assurance certification may be given preference.:</p>	



- |   |  |
|---|--|
| 1. ISO 9001:2015—Quality Management System<br>2. ISO 14001:2015—Environment Management System<br>3. ISO 27001:2013-- Information Security Management Standards. |  |
|---|--|

### 3.2 Terms and Conditions for the Bidders

The bidder has to accept all the terms and conditions of the RFP floated by the Bank and should not impose any of its own conditions upon the Bank. A bidder who does not accept any or all conditions of the RFP shall be disqualified from the selection process at any stage as deemed fit by the Bank.

### 3.3 Authorized Signatory

- (i) The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank with regard to the obligations under the Contract.
- (ii) 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.
- (iii) Board Resolution in favor of Authorized Person or Power of Attorney / Authorization letter (from authorized person executed on stamp paper of appropriate value), in case the authorized person delegates authority to another person of the company to sign the Bid documents, is to be submitted with bid documents
- (iv) Executive(s) representing the bidder should be duly authorized to sign the bid, interacting with the Bank for all sorts of communication as well as appearing in for any subsequent meetings, sign Agreements/Contracts with the Bank, raise invoice and accept payments in case the bidder emerges as successful bidder as a result of commercial evaluation of eligible bidders.

### 3.4 Language of the Bid

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

### 3.5 Bid Currency & Price Structure

Prices in the bid document shall be expressed in the Indian Rupees (INR) only. The rates quoted in Performa for Indicative Commercial offer should be inclusive of all taxes except GST. However, GST shall be paid to the bidder on actual basis at the rate applicable. The rate of applicable GST should be informed and charged separately in the invoice generated for supply of the services. The cost will not depend on any variation in dollar exchange rate/change in tax structure.

### 3.6 Pre-bid Meeting

- (i) 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 which may be attended by the maximum two authorized

representatives of the Bidders. 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.

- (ii) Bidder requiring any clarification of the bidding document may notify through On-line GeM Portal strictly within the date/time mentioned in the schedule of events. The bidder may send their queries by email to [atmcell@psb.co.in](mailto:atmcell@psb.co.in) as per the format given in **Annexure–22** (Pre-bid Query Format) by last date of submission of queries as defined in “Key Information about Tender” in this document. Queries received after the scheduled date and time will not be responded/acted upon. It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only.
- (iii) Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding document, by amendment which will be made available to the Bidders by way of corrigendum/addendum through the GeM portal (<https://bidplus.gem.gov.in/bidlists>) and Bank Website <https://punjabandsindbank.co.in>. The interested parties/Bidders are advised to check the Bank’s website regularly till the date of submission of Bid document specified in the schedule of events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. Bank, at its own discretion, may extend the deadline for submission of Bids to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidder.
- (iv) No request for change in substance of the bid, commercial/legal terms and conditions, other than what has been mentioned in the RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- (v) Online Link for Pre Bid meeting to be shared with the bidders.

### 3.7 Clarification of bids

- (i) To assist in the scrutiny, evaluation and comparison of offers / bids, the Bank may, at its sole discretion, ask some or all Bidders for clarifications on any aspect from the Bidder. The request for such clarifications and the response will necessarily be made in writing over the GeM portal. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- (ii) The Bidder must provide specific and factual replies to the points raised in the RFP. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- (iii) The Bidder may also be asked to give presentation for the purpose of clarification of the Bid, if required.

(iv) Bidders are forbidden to contact Bank or its Consultants on any matter relating to this bid from the time of submission of commercial bid to the time the contract is awarded. Any effort on the part of the bidder to influence bid evaluation process, or contract award decision may result in the rejection of the bid. Bank's decision will be final and without prejudice and will be binding on all parties.

### 3.8 Cost of Bid Preparation

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including preparation, copying, postage, delivery fees and expenses associated with any demonstration or presentations which the Bank may require or any other costs incurred in connection with participation to the RFP. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

### 3.9 Two Bid System

The bidder shall submit his response to the present tender separately in two parts – ‘**The Technical Bid**’ and ‘**The Commercial Bid (Indicative)**’. Technical Bid will contain Product & Services specifications whereas the Commercial Bid (Indicative) will contain the estimated pricing information. In the first stage, only the Technical Bids shall be opened and evaluated as per the criterion determined by the Bank. Those bidders satisfying the technical requirements as determined by the Bank in its absolute discretion shall be short-listed for opening their Indicative commercial bid. The L1 Commercial Bid (Indicative) may determine the start price for on-line Reverse Auction over the GeM Portal. The Bank however, may follow any other basis to determine the start price for on-line Reverse Auction.

### 3.10 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 “**Bid for Procurement Of Four (04) Mobile ATM Van With Allied Services Under Opex Model Through Gem Portal For Engaging Anywhere In India For Two (02) Years**”, Tender Reference Number, Bidder’s name, address and contact details:

#### **The Technical Bid shall contain the following documents:-**

S. No.	Documents
1.	Index of contents
2.	Authorization letter / Power of Attorney authorizing the Signatory of the bid to sign the bid, interact with the Bank for all sorts of communication as well as appearing in for any subsequent meetings, sign Agreement/Contract with the Bank on behalf of the Company.

3.	Copy of Certificate of Incorporation / Certificate of Commencement of Business issued by the Registrar of Companies.
4.	Details of Participation Fee paid online be submitted viz., UTR No., Date and Amount etc.
5.	Undertaking from Company Secretary/CEO/Authorised Signatory, certifying that all the components, parts, assembly etc. used inside the Company products / hardware are new and original
6.	ISO Certification document.
7.	Copies of Audited Balance Sheet and Profit & Loss account for the 2021-22, 2022-23 & 2023-24 and Certificate from Company's Chartered Accountant / Statutory Auditor.
8.	Bid Cover Letter-Annexure1
9.	Eligibility Criteria:-Annexure2
10.	Bidder Information-Annexure3
11.	Compliance Statement-Annexure4
12.	Performance Certificate-Annexure5
13.	Litigation Certificate-Annexure6
14.	Undertaking For Non- Blacklisted-Annexure7
15.	Turnover Certificate-Annexure8
16.	Manufacturer's (Oem/Bidder) Authorization form (Maf)-Annexure9
17.	Undertaking For Being The Oem-Annexure10
18.	Undertaking For Having Service Support Centre In India Being The Oem Of The Offered Solution/Services-Annexure11
19.	Details Of Technical Support Centres-Annexure12
20.	Technical Specifications Of Atm-Annexure13
21.	Proforma Of Bank Guarantee For Earnest Money Deposit-Annexure14
22.	Integrity Pact-Annexure15
23.	Performa For The Bank Guarantee-Annexure16
24.	Undertaking For Labour Laws Compliance-Annexure17
25.	Escalation Matrix (Bidder)-Annexure18
26.	Certificate Regarding Rfp For Selection Of Vendor For Procurement Of Four (04) Mobile ATM Van With Allied Services Under Opex Model Through Gem Portal For Engaging Anywhere In India For Two (02) Years -Annexure19
27.	Certificate For Tenders For Works Under Rule 144 (Xi) In The General Financial Rules (Gfrs), 2017-Annexure20
28.	Certificate For Withdrawal Of Services-Annexure21
29.	Pre Bid Query Format-Annexure22
30.	Undertaking For Bug Free Software-Annexure23
31.	Non-Disclosure Agreement-Annexure24
32.	Indicative Commercial Bid:-Annexure25

33.	Undertaking For Implementation Of Iccw-Annexure26
34.	Certificate Of Local Content-Annexure27
35.	Minimum Requirements Of Materials & Maintenance And Specifications To Be Submitted By The Bidder-Annexure28
36.	Checklist- Annexure29

**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.

### 3.11 Modifications and/ or Withdrawal of Bids

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

### 3.12 Erasures or Alterations

- (i) The Bid should contain no alterations, erasures or overwriting. There should be no hand-written material, corrections or alterations in the Bids. 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.
- (ii) Technical information of the product and services being offered must be completely filled in. Any inter-lineation, erasures or overwriting shall be valid only if these are initiated by the person signing the Bids
- (iii) 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. 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.

- (iv) 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.
- (v) 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.

### 3.13 Submission of Bids

- (i) **Bid Submission 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.

The bid documents and commercial bid shall be submitted online on GeM portal as per the 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.

- (ii) **Submission of Hard Copies of Bid:** The hard copies of bids of only those bidders who submitted bid documents online will be accepted. The hard copies should be submitted by the bidder before bid submission timeline at the below address.

**Head office ATM Cell,  
2nd Floor, Plot No. 151, Sector 44,  
Institutional Area, Gurugram -122003.**

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 in original with RFP Documents within the stipulated timeline.

Bid documents shall be submitted in a single sealed envelope, proof of online payment towards document cost of RFP, Bid Security (EMD) and other required documents as mentioned in the tender and a sealed envelope containing Indicative (Estimated) Price, duly super-scribing the envelope with the reference of this RFP, due date, name of the Bidder with contact details, Offer reference number etc. Bid document should be duly filed and all the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted Bid Documents should be serially numbered with the Bidder's seal duly affixed with the Signature of the Authorized Signatory on each page. Documentary proof, wherever required, in terms of the RFP shall be enclosed.

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.

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.

**(iii) Deadline for submission of Bids:**

Bids must be received at the GeM portal and by the date and time mentioned in the Notice Inviting e-Tender as per schedule of events.

In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received up to the appointed time on the next working day.

In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted at the portal by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.

Any Bid received after the deadline for submission of Bids prescribed at the portal, will be rejected.

**3.14 Revelation of Prices**

The prices in any form or by any reasons should not be disclosed in the technical or other parts of the bid except in the indicative commercial bid. Failure to do so will make the bid liable to be rejected.

**3.15 Confidentiality of the Bid Document**

- (i) The Bidder, irrespective of his / her participation in the bidding process, shall treat the details of the documents as secret and confidential.
- (ii) Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, purchase order to be issued, data papers and statements and trade secret of the Bank relating to its business practices and their competitive position in the market place provided to the selected Bidder by the Bank in connection with the performance of obligations of Bidder under the purchase order to be issued, in part or complete shall be considered to be confidential and proprietary information (“Confidential Information”) and shall not be disclosed to any third party/published without the written approval of the Bank.
- (iii) The Confidential Information will be safeguarded, and Bidder will take all the necessary action to protect it against misuse, loss, destruction, alterations, or deletions thereof. In the event of a breach or threatened breach by Bidder of this section, monetary damages may not be an adequate remedy; therefore, Bank shall be entitled to injunctive relief to restrain Bidder from any such breach, threatened or actual.

(iv) Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Vendor's performance under the Contract, if so required by the Bank.

### 3.16 Right to accept any Bid and to reject any or all Bids

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) Bank 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. Bank will be under no obligation to have discussions with any bidder, and / or entertain any representation.
- (v) 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.
- (vi) 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.

### 3.17 Bid validity period

- (i) 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.
- (ii) 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 is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids or price will not entitle the Bidder to revise/modify the Bid document. In any case the bid security of the Bidders will be returned after completion of the process.



- (iii) Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

### 3.18 Bid Opening

- (i) The Date, time and location of bid opening would be as per “**Key Information about Tender**” published over GeM Portal. Bidders need to check the details on GeM for any change in Date/time of bid opening.
- (ii) The technical bids will be opened in the presence of representatives of the bidders who choose to attend on the said date and time.

### 3.19 Evaluation Process of the Bids

- (i) The Bank will scrutinize the Bid/s received to determine whether they are complete in all respects as per RFP. The Bids which do not fulfill the Eligibility Criteria and all Terms and Conditions during preliminary evaluation will not be taken up for detailed evaluation.

- (ii) The Evaluation will be a two-stage process:

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

- 1) Completeness of bid as per RFP requirement.
  - 2) Compliance of Minimum Eligibility Criteria and technical specifications of the RFP.
  - 3) Acceptance of Scope of work /service as per RFP and all terms and conditions and Receipt of all/complete documents /information/undertakings and Annexures 1 to 29 etc. All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/third party.
  - 4) All third party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident. Bidder is also required to authenticate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the genuineness/authenticity of any third party document may make the bid liable for rejection.
  - 5) Adherence to Support set up requirements, Acceptance of Scope of work / service as per RFP. Bank may, if it deems necessary, ask for presentations of the bidder or site visits of their facilities to assess and satisfy itself on Manufacturing / Supply chain and Support capabilities of the bidders.
- ✓ Bank may give some time to furnish the gap documents or supporting documents and clarifications on the documents submitted during the technical bid.
- ✓ The Bank may waive any minor discrepancies or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any bidder.

- ✓ Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed for further process. The decision of Bank will be final in this regard.
- ✓ 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.

B. **Commercial Evaluation of indicative Bid:** The evaluation of the indicative commercial bids shall be undertaken by an Internal Committee of Bank officials and may include Consultants. The decision of the Committee shall be considered as final.

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 eligible to participate in RA. However, H-1 will be allowed to participate in RA in following cases:

- a) If number of technically qualified bidders are only 2 or 3.
- b) If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- c) In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- d) 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.
- e) 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.

### 3.20 Reverse Auction

- (i) Indicative Price bid will be only for the purpose of determining Start price for reverse auction and elimination of H1 bidder. Final Item wise price shall be arrived after Reverse Auction. Bank will conduct Reverse Auction as per GeM guidelines in which all the technically qualifies bidders after elimination of H1 Bidder (if applicable) will be eligible to participate.
- (ii) The business rules, terms and conditions of the reverse auction process are available on GeM Portal GeM portal (<https://bidplus.gem.gov.in/bidlists>).
- (iii) Bank will hold Reverse Auction in the event of two or more bidders are commercially eligible.
- (iv) The L-1 bidder will be determined on the basis of the lowest Total Cost of Operation (TCO) as per Indicative commercial bids (**Annexure - 25**).
- (v) The bidders who has quoted the least TCO shall be treated as L1 bidder and Bank reserves the right to further negotiate with L1 bidder and finalize the final TCO.
- (vi) In case of any situation where Bank is left with only one eligible bidder, then Bank reserves the right to negotiate with that bidder to arrive the final TCO.

### 3.21 Re-auction

Reverse auction will be valid only if two or more Bidders participate in the reverse auction event. Bank will consider re-auction in the following circumstances:

- (i) At the end of the Reverse Auction, L1 price is not acceptable to the Bank.
- (ii) During the process of reverse auction, if there is no bid from logged in bidders, Bank may decide a re-auction by increasing the CAP price for Re-auction.
- (iii) At the end of the Reverse Auction If only one bidder puts up bid/s, Bank at its discretion may decide a re-auction.
- (iv) Even after conducting Reverse Auction/s, if no Bidder has quoted or the prices quoted by them are not acceptable to the Bank. Bank at its discretion can advise all the technically qualified Bidders to submit the Closed Commercial Bid by giving sufficient time to the Bidders. If Bidder/s are not submitting the Commercial Bid in due date and Time, their EMD will liable to be forfeited. If the EMD is submitted by the way of BG, Bank can its discretion invoke the Bank Guarantee.
- (v) Bank reserves the right to reject any or all proposals. Similarly, it reserves the right not to include any bidder in the final short-list.
- (vi) The Bank reserves the right to modify any terms, conditions and specifications of the RFP and Bank reserves the right to obtain revised price bids from the bidders with regard to change in RFP clauses. The Bank reserves the right to accept any bid in whole or in part.
- (vii) During the process of reverse auction, if there is no bid received from bidders, Bank may decide a re-auction.
- (viii) Even after conducting Reverse Auction/s, if the prices quoted by the bidders are not acceptable to the Bank.
- (ix) In case start price of Reverse auction is decided by the Bank and there are no bids or only one vendor bids in the Reverse auction, Bank may decide re-auction while further revising the start price.

### 3.22 Procedure for Selecting Successful Bidders

- (i) The L1 bidder emerged out of the Reverse Auction will be selected as Successful L1 bidder. The Successful L1 bidder emerging at the end of the Reverse Auction process shall be required to submit the break-up of Final TCO as per **Annexure-25** within 2 working days over GeM portal/Bank.
- (ii) The final decision on the bidder will be taken by the Bank. The implementation of the project will commence upon successful negotiation of a contract between Bank and the selected bidder.
- (iii) Bank reserves the absolute and unconditional right to reject any or all proposals without assigning any reason thereof. No correspondence in this regard will be entertained. Similarly, it reserves the right not to include any vendor in the final short-list.
- (iv) Bank may award the contract to next lowest bidders if L1 bidder fails to honor the commitment or not in a position to supply the offering as per RFP.
- (v) The final bidder (L1) will be announced over GeM portal (<https://bidplus.gem.gov.in/bidlists>), Central Public Procurement Portal (CPPP) and Bank Website <https://punjabandsindbank.co.in>. No

separate intimation will be sent to successful Bidder.

### 3.23 Purchase preference Policies of the Government

#### A. Applicability of Preference to Make in India, Order 2017 (PPP-MII Order):

Bank will follow the guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) issued vide Central Vigilance Commission Order No. 018/VGL/022-377353 dated 16.04. 2018 and Procurement through Local Supplier/bidder will be done in terms of instructions on Public Procurement (Preference to Make in India), Order, 2017 – Revision; Ministry of Commerce and Industry, Department of Industrial Policy and Promotion Notification No. P-45021/2/2017-B.E-II dated 15.06.2017 and thereafter revised vide Notification No. P-45021/2/2017-PP (B.E-II) dated: 28.05.2018, letter No. P45021/2/2017-PP (BE-II) dated 04.06.2020 & No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, Ministry of Commerce and Industry, Department of promotion of Industry and Internal trade letter No. P45021/2/2017- PP (BE-II) dated 16.09.2020, letter No. P-45021/102/2019-BE-II-part (1) (E-50310) dated 04.03.2021, letter No. A-1/2021-FSC-Part (5) dated 16.11.2021 as mentioned in the Manual of procurement issued on 01.07. 2022.

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

- (i) **“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.
- (ii) **“Class-I local supplier”** means a supplier or bidder, whose goods, services or work offered for procurement , has local content as prescribed for Class –I Local supplier’ under this Order.
- (iii) **“Class-II local supplier”** means a supplier or bidder, whose goods, services or work 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.
- (iv) **“Non-Local supplier”** means a supplier or service provided, whose goods, services or works offered for procurement, has local content less than that prescribed for ‘Class-II local supplier’ under this Order. Further, the bidders offering imported products will fall under the category of non-local suppliers they cannot claim themselves as Class I Local Suppliers/ class II Local Suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sales services like AMC/ CMC etc. as local value.
- (v) **“Local Supplier/bidder”** means a supplier/bidder or bidder whose product or service offered for procurement meets the minimum local content as prescribed under this Order. The minimum local content shall be 50% for Class I and 20% for Class II supplier or as per guidelines changed from time to time.
- (vi) **“L1”** means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

- (vii) **“Margin of purchase preference”** means the maximum extent to which the price quoted by a local supplier/bidder may be above the L1 for the purpose of purchase preference. The applicable margin of purchase preference as per guideline shall be 20%.
- (viii) **“Verification of local content”**-The local supplier at the time of submission of bid shall be required to provide a certificate as per **Annexure– 27** from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- (ix) **“Decisions on complaints”** relating to implementation of the above shall be taken by the competent authority which is empowered to look into procurement related complaints relating to the procuring entity.
- (x) **“Purchase Preference”** Subject to the provisions the order, purchase preference shall be given to ‘Class-I Local supplier’ in procurement over ‘Class II Local supplier as per the following procedure:
- a. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class –I local supplier’, the contract will be awarded to L1.
  - b. If L1 is not ‘Class –I local supplier’, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the ‘Class-I local supplier’ will be invited to match the L1 price for the remaining 50% quantity subject to the ‘Class-I local supplier’s’ quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such ‘Class-I local supplier’ subject to matching the L1 price. In case such lowest eligible ‘Class-I local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher ‘Class I local supplier’ within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on ‘Class-I local suppliers’, then such balance quantity may also be ordered on the L1 bidder.
  - c. ‘Class-II local supplier’ will not get purchase preference in any procurement undertaken by procuring entities.

**B. Procurement through MSEs:**

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

- (i) MSEs should be registered with:
  - District Industries Centers or
  - Khadi Village Industries Commission or Khadi & Village Industries Board
  - Coir Board or National Small Industries corporation or
  - Directorate of Handicrafts & Handloom or
  - Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
  - Udyam Registration Portal
- (ii) MSEs participating in tenders, quoting price within price band of L1+15% shall also be allowed to

supply a portion of requirement by bringing down their price to L1 in a situation where L1 price is from someone other than MSE and such MSE shall be allowed to supply up to 20% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately according to the tendered quantity. Bank shall procure minimum 20% of their annual value of goods or service from MSEs.

- (iii) Special provisions for MSEs owned by SC or ST out of 20 per cent target of annual procurement from Micro and Small Enterprises, a sub-target of 20 per cent (i.e., 4 per cent out of 20 per cent) shall be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs.
- (iv) 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.
- (v) Kindly note that no relaxation in any of the eligibility criteria will be provided to MSE bidders.

### **C. Start-ups**

- (i) 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 tender document.
- (ii) Bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and certified by independent Chartered Accountant and notary public with legible stamp.
- (iii) Indian Startup Bidders are exempted from submission of Tender Fee and EMDs 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.
- (iv) Following evaluation, a Contract/ Purchase Order may be awarded to the bidder(s) whose bid meets the requirements of this RFP and provides the best value to the Bank commercial point of view.
- (v) 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.
- (vi) All the latest Government of India Guidelines for preference to small and micro enterprises, make in India will be applicable. The bidder has to ensure compliance for preference.

### **3.24 Contract Period**

The contract will start from the Date of Acceptance of Purchase Order by the Vendor and will be valid for the period of two years from the Acceptance of the Purchase Order by the Vendor. **However, the procurement order for the 04 Mobile ATM Vans will be issued in phases as per the requirement of the Bank.** Contract may be extended on same terms and conditions and rate

in single or multiple tranches up to 1 years i.e. another 1 Year at the sole discretion of the Bank, subject to yearly performance review for satisfactory performance of the Bidder. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this tendering process shall be borne by the successful bidder.

Bank reserves the right to cancel / terminate the contract at any time by giving a written notice of 30 days in case bidder fails to meet any of the requirements as mentioned in the RFP.

### 3.25 Earnest Money Deposit (EMD)

- (i) Bidders (except MSE) are required to submit the Bid Earnest Money (EMD) to protect the Bank against the risk of Bidder's conduct. EMD of Rs.3,00,000/- (Rupees Three Lakhs Only ) issued in favour of Punjab & Sind Bank as mentioned in Key-Information should be in the shape of irrevocable Financial Bank Guarantee only from any Scheduled Commercial Bank except Cooperative Bank and RRB valid for minimum 225 Days from the last date of Bid Submission as per **Annexure- 14**. EMD will not be accepted in any other form & will lead to outright rejection of the Offer / Bid.
- (ii) Any Bid not accompanied by EMD for the specified amount, submitted to the Bank as mentioned in this RFP will be rejected as non-responsive.
- (iii) Scanned copy of original EMD Bank Guarantee should be uploaded on GeM portal along with technical bid. Further, Original EMD Bank Guarantee should be sent to the Bank with technical bid through registered post or in person at the address specified in Schedule of Events, within the bid submission date and time for the RFP.
- (iv) Bidder shall be responsible to get the same extended for a further period of 6 months, if required by the bank.
- (v) EMD of unsuccessful Bidders will be returned to them within 2 weeks of completion of the procurement process. The EMD of successful Bidder will be discharged within 30 days upon furnishing the Bank Guarantee for the amount and validity as mentioned in this RFP and the signing the Contract. No interest is payable on EMD.
- (vi) MSE bidder is exempted from Bid Earnest Money (EMD) of RFP if bidder can furnish requisite proof subject to the satisfaction of Bank. This exemption is not applicable for traders, sole agents, distributors etc. Start-up bidder recognized by Department of Industrial Policy and Promotion (DIPP) is also exempted from Earnest Money Deposit of RFP. MSE (Micro & Small Enterprises) bidder need to submit the "Bid Security Declaration" as per format provided in Annexure 14.
- (vii) The Earnest Money Deposit may be forfeited under the following circumstances:
  - a) If the Bidder withdraws its bid during the period of bid validity (180 days from the date of opening of the technical 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) In case of Technically qualified bidder, if the bidders fails:
    - i. To participate in Reverse Auction
    - ii. To accept bid after submitting the bid in online reverse auction
  - d) In case of the successful Bidder, if the Bidder fails:

- i. To Accept the bid submitted during Reverse Auction
- ii. To sign the contract in the form and manner to the satisfaction of the Bank.
- iii. Failure or refusal to offer the services/goods at the price committed through Reverse Auction.
- iv. To furnish performance Bank Guarantee in the form and manner to the satisfaction of the Bank.

### 3.26 Performance Bank Guarantee (PBG)

- (i) The PBG is required to be submitted by the successful bidder to protect the interest of the Bank against delay in supply/installation and or the risk of non-performance or failure to perform any obligation(s), either fully or partially, of the successful Bidder in respect of implementation of the project, or performance of the agreement(s) pursuant to this RFP.
- (ii) The Selected bidder, within 15 days from the date of issuance of Purchase Order will have to furnish a Performance Bank Guarantee to issue by any scheduled commercial bank (other than Punjab & Sind Bank) equivalent to 3% of total cost of project (27 Months validity with 12 months claim period). 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). Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be summarily rejected.
- (iii) For compliance of any amendment in GFR 2017 or any other guidelines of Govt. during any time of contract period, the Bank may ask the successful bidder to submit revised PBG which must be submitted by the bidder within 30 days from date of such instruction of Bank.
- (iv) The PBG 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. Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number.
- (v) In case the selected Bidder fails to submit performance guarantee within the time stipulated, Interest at the rate of 24% for delayed period (in days) will be charged for delay in submission of PBG.
- (vi) All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Successful Bidder. Further, No interest on PBG will be paid by Bank. Bank also reserves the right to cancel the order in case of non-submission of PBG by the bidder.
- (vii) The Bidder will fulfil its commitments under the Agreement in line with the timeline provided in the Request for Proposal (RFP). The Bank will offer a 15-day cure period if the Successful Bidder delays project implementation beyond the timeframes specified in the RFP or materially violates the terms and conditions of the contract.
- (viii) If, after a 15-day cure period, the selected bidder doesn't fulfill the contractual obligations or if the bank suffers any losses as a result of the bidder's carelessness in fulfilling the obligation in



accordance with the agreed terms and conditions or any act of the supplier results in imposition of Liquidated Damages then bank reserves the right to invoke the PBG.

- (ix) 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. 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 15 days, indicating the contractual obligation(s) for which the Successful Bidder is in default. Once the maximum deduction equivalent to PBG is reached, the Bank may consider termination of the Agreement.
- (x) In case the Rate Contract is extended after the Rate Contract Period, 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.
- (xi) The successful bidder shall ensure that the Performance Bank Guarantee to be issued at its request in the favour of Bank, under the terms of the RFP/SLA, shall be submitted to the Beneficiary Bank directly by the issuing bank under Registered Post (A.D.).

### 3.27 Pre-Contract Integrity Pact

- (i) To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this tender shall be covered under the Integrity Pact (IP) policy of the Bank. The pact essentially envisages an agreement between the prospective bidders/vendors and the Bank committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The format of the agreement is enclosed as **Annexure -15**.
- (ii) Signing of Integrity Pact with Bank would be one of the preliminary qualifications for further evaluation. In other words, entering into this pact would be one of the preliminary qualifications for this RFP Document and the pact shall be effective from the stage of invitation of bids till the complete execution of the contract. Any vendor/ bidder not signed the document or refusing to sign shall be disqualified in the bidding process.
- (iii) CVC has nominated two Independent External Monitors (IEMs) for our Bank who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact. The details of IEMs are as below: -

Sh. Asha Ram Sihag Email ID: arsihag@gmail.com Mobile No: 9911558502	Sh. Aditya Prakash Mishra Email ID: apmishra53@gmail.com Mob No. 9560625666
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### 3.28 Non-Disclosure Agreement (NDA)

By virtue of Contract, as and when it is entered into between the Bank and the bidder, and its implementation thereof, the bidder may have access to the confidential information and data of the Bank and its customers. The bidder will enter into a Non- Disclosure Agreement to maintain the secrecy of Bank's data as per following:-

- a. That the bidder will treat the confidential information as confidential and shall not disclose to any third party. The bidder will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.
- b. That the bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the bidder shall use reasonable efforts to advise the Bank immediately in the event that the bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.
- c. That if the bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.

The bidder shall furnish an undertaking and have to sign Non- Disclosure Agreement as per **Annexure-24**. That the bidder will strictly maintain the secrecy of Bank's data

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-24**. No media release, public announcement or any other reference to the RFP or any program 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.

### 3.29 Service Level Agreement (SLA)

On the completion of selection process, the successful bidder(s) shall be required to enter into a contract with Bank and need to execute a comprehensive Service Level Agreement (SLA) with Bank within thirty (30) days of issuance of Purchase Order or within such extended period, as may be specified by the Bank. This contract shall be based on this RFP document (read with Addendums /

Corrigendum / Clarifications), LOI, Purchase Order, the bidder's offer document with all its enclosures, modifications arising out of negotiation / clarification etc. and such other terms and conditions as may be determined by Bank to be necessary for the due performance of the work, as envisaged herein and in accordance with the bid. However, the terms and conditions of Purchase Order and RFP (read with Addendums / Corrigendum /Clarifications) shall constitute a binding contract till such time the formal contract is signed by the Bank and the Bidder. The successful bidder may have to sign multiple contracts with the State Nodal Offices at each State in India as per GST Rules.

### 3.30 Contract Amendment

- (i) The successful bidder can't alter, amend, omit, add, suspend, or vary the work (henceforth referred to as variation) under the contract unless specifically instructed in writing by Bank. During the course of the contract, the Bank shall have the right, subject to the provisions specified above, to direct the successful bidder to make any modifications without impairing the terms of the agreement by means of written notification. The bidder who is finally selected will implement the changes and, to the extent that they apply, will be subject to the same terms as if the changes had been included in the contract provisions.
- (ii) If the finally selected Bidder believes that any suggested variations, if implemented, will prohibit him from performing any of his obligations under the contract, he must notify Bank in writing of this belief and provide justification. Bank will then direct the successful Bidder to implement the other modified variation without impairing the terms of the contract.
- (iii) If any change in the scope of work as per instruction from the Bank is likely to result in Increase/reduction in cost, the parties shall agree in writing to the extent of change in contract price, before the finally selected Bidder proceeds with the change.
- (iv) Neither any sign-off, nor any payment by the Bank for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Bank shall affect or prejudice the rights of Bank against the finally selected Bidder(s), or relieve of his obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in the Bank to pay for alterations/ amendments/ variations, or discharge the liability of the successful Bidder for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Bank nor shall any such certificate nor the acceptance by him of any such amount paid on account or otherwise affect or prejudice the rights of the successful Bidder against Bank.
- (v) No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

### 3.31 Putting Outside Influence to Bank

It is strictly prohibited for bidders to communicate with Bank regarding any aspect of this bid between the moment the commercial bid is submitted and the contract is granted. The bid may be rejected if the bidder makes any attempt to sway the bid evaluation process or the contract award decision. The decision made by the bank will be final, binding on all parties, and free from any bias.

### 3.32 Re-tendering

In case no or only a single vendor 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.

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## Chapter 4: SPECIAL CONDITIONS OF CONTRACT

### 1. SCOPE OF CONTRACT :

No	Scope of the Work
1	Complete functional mobile Van as per Bank's requirement
2	Supply and installation of ATM
3	Qualified Driver with suitable and valid license
4	3 KVA UPS with 10 Hours backup Batteries
5	Proper illumination with LED lights of suitable capacity
6	CCTV monitoring system
7	Fire Extinguishers – CO2 / Dry Powder / Gas type of suitable capacity
8	Alarm System
9	Regular Cleaning and maintenance of the equipment
10	Consumable Management
11	Cash Reconciliation Services
12	Insurance for the Cash replenished in the ATM
13	GPS tracking device
14	ATM Maintenance
15	Cash Management Services
16	AMC of equipment's
17	Real time monitoring of machine
18	Incident Management
19	EJ Pulling and reporting

- The successful bidder will be responsible for supply, customize, installation, UAT, testing and commissioning of Mobile Van (including fabrication) with ATM on opex model. The integration of the Mobile Van with ATM with Bank's CBS, Switch & other systems and interface with respective Payment Gateways & other interfaces will be the responsibility of the bidder.
- The Mobile Van ATM will be integrated with bank's switch.
- Purchase and maintenance of vehicle for Mobile ATM Van. The vehicle shall be fabricated as specified by the Bank, with reinforced body for mounting ATM.
- Burglar alarm and CCTV camera with recording facility of 180 days should be provided for capturing while transacting on ATM.
- Van should have power backed up facility, GPS facility for tracking the movement of the vehicle, Public Address system for announcements etc.
- Integration of ATM related equipment & software. The successful bidder must integrate all the hardware equipment (s), vehicle and software components to make the mobile van system fully functional. It will be bidder's contractual responsibility to locate the exact nature of the problem / fault(s) and rectify the same. Bidder/Bidder should guarantee that all components are new and in working condition.
- All the equipment, electrical fixtures fitted on the vehicle needs to be well maintained and functional for trouble free service without any additional cost to the Bank. Bidder should have Tie up with

OEM or their Authorized bidder for Annual Maintenance Contract of Access Lock, CCTV, PA system, GPS, Burglar Alarm System, UPS and other pertinent items provided by him.

- Insurance coverage: Vehicle and other equipment should be fully insured covering all the related risks and renewal should be undertaken before expiry of insurance period with the cost borne by the bidder and original of such policy to be submitted to bank. Non renewal or insurance coverage period lapse will be at the risk and responsibility of the bidder and any loss, if any, bank suffers is to be fully reimbursed/paid back to bank.

## **2.0 LOCATION FOR DEPLOYMENT :**

The location for deployment will be anywhere in India and will be decided by the Bank.

## **3.0 MOBILE ATM VAN:**

The vehicle offered should have following facilities:

3.1 The layout of the vehicle interior should be provided by the bidder.

3.2 The vehicle should provide clear height of 6 ft. inside to facilitate easy movement. The Vehicle shall have canopy arrangement to protect Automated Teller Machine fascia and card user from rains, bright sunshine and it should be leak- proof in open and closed positions. Final Sketch and detailed drawing of the vehicle will be approved by the Bank.

3.3 The vehicle should not be more than 3 years old having reinforced body and adequate space to accommodate ATM and other required machine. The vehicle will be exclusively used for mobile ATM of the bank. The fabricated vehicle will be inspected by the Bank Officials before accepting it for run.

3.4 Provision and installation of new 3 KVA online UPS with back up duration 10 hours, UPS make and specification will be provided by the bidder.

3.5 Inside area of the vehicle should be properly illuminated with LED lights of adequate wattage. Provision & installation of Fire extinguishers of adequate capacity dry powder / gas type for the safety of the equipment. The vehicle should be fitted with alarm system. The vehicle should also be equipped with public address system for making recorded/live announcements. All the equipment / accessories provided on the vehicle should be new and of reputed make. The vendor will provide the names of the manufacturers from whom the equipment (ATM & UPS) have been purchased.

3.6 The exterior of the vehicle should be Polyurethane (PU) painted as per Bank's color choice with provision for fixing advertisement boards on both sides to display / advertise bank's products and services.

3.7 Provided Vehicle should have RTO registration papers, Insurance, PUC, valid license of the driver etc. The cost of insurance, upkeep of the vehicle, painting, cleaning and all other mandatory charges will be borne by the bidder. All the consumables like coolant, engine oil, gear oil, fuel, and refrigerant to be provided by bidder.

3.8 Vehicle will be parked in Bank's premises/ Banks approved parking place with three phase electrical power connection facility for charging of UPS batteries only. The security to the vehicle during night will be provided by the Bank. Wheel immobilizers to be provided to prevent the movement of vehicle by car lifters. The vehicle will be examined for fitness every year by a Bank appointed automobile engineer.

3.9 The Vendor shall ensure that all electrical problems including earthing that affects electrical supply to the equipment are identified and rectified within 4 hours. All costs associated with

replacement of consumables, wires, connectors etc. will be borne by the Vendor.

#### **4.0 DRIVER, HELPER and ARMED GUARD:**

4.1 The bidder shall employ qualified / having valid driving license and competent persons fully trained and adequately experienced driver, who are medically fit. They should be free from any contagious diseases. Driver should have 24 hours Mobile phone facility, in addition a helper should be made available on vehicle to attend to operation issues. The vehicle will be maintained and kept clean on daily basis by the helper, the vehicle may also be provided with an armed guard (optional item). All other facilities like uniform, food, drinking water, first aid medicines, salary etc. to driver, helper and armed guard will be provided by bidder. The Bank will not be liable for any legal proceedings arising out of it. The salary of these personnel was be borne by the bidder.

4.2 The antecedents/ credentials of driver's, helper and armed guards engaged by the bidder will have to be ascertained / verified from the local police authorities by the firm/ owner and original copy of the police verification shall be submitted to the Bank for record. The person engaged by the bidder shall be well mannered and properly dressed. Any change of driver, helper and armed guard will be communicated to our authorized official well in advance and the firm's / owner's representative known to the Bank shall come along with the new driver, helper, armed guard as the case may be. The new driver, helper and Armed guard should also satisfy all the criteria mentioned hereinabove.

4.3 The bidder shall provide necessary training on safety measures to its employees wherever necessary so as to avoid accident. The Bank shall not be responsible for any accident occurred or damage incurred or claims arising there from during the contract period. The bidder shall also provide all risk insurance policy including third party insurance as may be necessary to cover the risk.

4.4 The bidder / firm shall be held responsible for any misdeeds / misbehaviour, offences of their employees/agent with the public / Customers / Bank staff during the period of contract. Bank is not responsible for any damages or claims on account of the misbehaviour / misdeeds of his employees. For this purpose, any person supplied by the bidder to be engaged on the work on regular basis or as an alternate arrangement, under the direct order or control of the Bank or his representative shall be deemed to be a person employed by the bidder. Police verification of the background of the employees engaged by the bidder shall be done and the report submitted to the Bank within 15 days.

4.5 The bidder shall on the request of the Bank immediately dismiss from works any person employed thereon by him, who in the opinion of the Bank be unsuitable or incompetent or who may misconduct. Such discharges shall not be the basis of any claim for compensation or damages against the Bank or any of their officer or employee.

4.6 No employee of the Bank is allowed to work as a bidder for a period of 2 years of his/her retirement from Bank Services without previous permission of the Bank. This contract is liable to be cancelled, if either the bidder or any of his employees is any time to be such a person who had not obtained the permission of Bank as aforesaid before submission of the tender or engagement in the contractor's service.

4.7 bidder should not engage child labour in any of the activities in this contract. The bidder shall not employ person who is not an Indian National.

4.8 The bidder employee shall not over stay in the Bank premises or in the odd hours or holidays unless or otherwise required by the Branch for specific reasons like ATM refilling, maintenance, repair works etc.

4.9 The bidder employees/agents, workmen will not have any right whatsoever to get absorbed in the Bank. The bidder shall be responsible for all the claims of the employees of the bidder and shall not make and claim whatsoever against the Bank. The bidder shall be responsible for all statutory requirements e.g. ESI, PF, labour registrations, Insurance coverage etc. The bidder is responsible for compliance of all the rules & safety regulations etc.

4.10 Minimum wages as prescribed by the Labour Law and other statutory payments applicable shall be payable by the bidder as the case may be. The bidder shall bind himself and keep the Bank saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Bank in connection with any claim that may be made by any workmen.

#### **5.0 CONTRACT PERIOD:**

Vehicle hiring contract period will be for 2 years w.e.f (date of acceptance of PO). If found satisfactory, the contract will be extended for a further period of 1 years at the same terms and conditions and rates. If the services are not found satisfactory, the bank will have the right to terminate the contract by giving one month's notice at any point of time during the contract period without any compensation to the bidder on any account. The bidders shall give minimum 3 months notice for withdrawal of vehicle, failing which Bank may impose befitting penalty.

#### **6.0 WORKING HOURS AND DISTANCE TO BE COVERED**

The vehicle will be at the disposal of the Bank for 80 KMs per day (2000 KM/Month) or 8 hours per day (6 Days a Week or 25 days/month). Weekly off may be any week day as decided by Bank.

**7.0 ESCALATION MATRIX:** The mobile number, land line number and email ID of the bidder /Supervisor/Driver to whom the complaints have to be reported and that of Top Management level is to be provided to Bank for communication purpose. Any change in numbers shall be advised then and there to the Bank.

#### **8.0 INSURANCE & DAMAGE TO PERSONS AND PROPERTY ETC**

- The ATM machine with the cash and other items on board the mobile vehicle and other accessories provided will be insured by the bidder and he will submit evidence of having done so at his cost. The insurance shall be for an amount to cover the value of the Products and man power provided on "All Risks" basis and for the third party claims/damages, valid throughout the period of contract.
- The bidder shall be responsible for all injury to the workmen, persons, animals or things and for all damages to the structural and / or part of property which may arise from the operations or neglect of himself or of any of his employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The bidder shall reinstate all damages of every sort mentioned in this clause so as to deliver the whole of the services complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property of third parties.
- The bidder shall affect the insurance necessary and indemnify the Bank entirely from all responsibility in this respect. Should any loss or damage occur, the bidder shall initiate and pursue claim till settlement and promptly make arrangements for repair and / or replacement of any damaged item, irrespective of settlement of claim by the underwriters.
- The Bank shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due to or to become due to the bidder .



## 9.0 PAYMENT TERMS

- i) No advance payment. On satisfactory performance, the rent will be paid by the Bank at monthly intervals on submission of necessary documents along with invoice of the same, subject to recoveries if any, on account of penalties as provided for in this document.
- ii) Payment shall be made by way of Electronic fund transfer and the bill will be paid by the Bank.
- iii) bidder should furnish details of the bank a/c no, IFSC code along with their invoices.
- iv) Except GST on hiring of the vehicle, all other taxes/ charges/ fees prevailing as of now or in future will be paid by bidder . The all-inclusive monthly rent payment and payment of distance covered in excess of stipulated kms will be made after completion of the month. Kilometers will be counted from the base branch and the driver will maintain log for movement.
- v) The bidder will mention PAN Number GST Number in the invoices. TDS will be deducted from the proceeds of the bills as per rules.
- vi) **GST as applicable shall be paid extra** and the same shall be clearly shown in the invoices.
- vii) Further, the above payments will be released only after submission of PBG and signing of SLA, Integrity Pact and NDA by Successful Bidder.

## 10. PENALTY CLAUSE:

In case of delay in deployment and non-satisfactory services during the contract period, the following penalties will be applicable and will be adjusted against the bills payable or Security Deposit retained by the Bank as per following:

1. If the deployment is delayed beyond the stipulated period in the tender for reasons attributable to the bidder, the Bidder Will not be allowed to participate in PSB future tenders
2. Any delay in operation or unavailability of services caused on account of the Vendor, a penalty of Rs. **1000/-** per day.
3. In case services of Mobile ATM are not available to the Bank for more than one day on account of the vehicle or other equipment e.g.UPS, air-conditioner etc due to avoidable reasons. the vendor will have to pay, a penalty of Rs. **1000/-** per day.
4. In case Damage to Bank's property, equipment or injury to Bank employees on account of negligence on the part of the bidder or his workmen, the bidder to rectify at his cost and risk and make good the losses or actual Cost of repair or replacement will be recovered from the bidder by Bank.
5. Fines, penalties imposed by Police, RTA for non compliance or violation of traffic rules, accidents, third party claims, damage to public property, third party etc, the bidder is fully responsible and shall pay the fine or compensate directly to the respective authority or third parties.
6. Bidder has to guarantee minimum uptime as mentioned in Table 'A' above on Monthly basis during service period. For this purpose, total elapsed time between receiving the breakdown message (over telephone or otherwise) and making the system functional or providing standby machine, will be treated as down time. It will be calculated on Monthly basis. Bank will levy penalty in case of not meeting the uptime requirements as under:

Penalty would be calculated in the following manner and deducted from monthly invoices

Table- A

ATM Machine Availability/Up-time	Penalty
Up to 2% less than target	1% of Monthly Billing
3-5% less than target	2% of Monthly Billing

6-8% less than target	3% of Monthly Billing
9-10% less than target	4% of Monthly Billing
10% less than target	5% of Monthly Billing

(In case of more than 10% downtime (after exclusions) over a period of two months, then no payment will be made to the Bidder during the period)

7. In case of delay in making the ATM operational within 5 weeks after accepting the Purchase/Procurement order, the Vendor shall be charged penalty at Rs.2500/- per day with maximum cap of Rs.1,00,000/- which will be recovered for delay in Operationalizing / making live the Mobile ATM Van. In case of faulty ATM, if ATM needs to be replaced, alternate arrangement to made within 7 days failing which a fine of Rs.2000/- per day with maximum cap of Rs.1,00,000/- which will be recovered beyond the days stipulated as above.
8. Vendors to replenish cash through Cassette Swap Method in terms of RBI's letter No.RBI/2017-18/DCM (Plg.) No. 3641/10.25.007/ 2017-18 dated April 12, 2018 on Cassette Swap in ATM. Non- compliance will attract a penalty of Rs.2000/- per incidence maximum up to Rs.20000/- along with the penalty imposed by the regulatory authorities, if any.
9. Exclusions for downtime and penalty calculations:
  - a. Actual time in which the ATM is kept in Supervisory mode for loading cash, printer rolls, etc.
  - b. Non-availability of access to ATM room for any reason beyond the control of FLM vendors.
  - c. ATM Down due to Switch and CBS host related issues.
  - d. Any communication/ connectivity issue/ LAN issue and related downtime not attributable to the Vendor.
  - e. Vandalism/damage to the ATM by unauthorized person.
  - f. Natural calamity and Force Majeure.
  - g. Time for which ATM is closed as per instructions of the Bank.
  - h. Planned/scheduled maintenance including preventive maintenance.
  - i. Actual downtime for ATM in restricted/high security areas requiring administrative permissions from authorities to attend the service calls.
  - j. In case, machine goes out of cash due to non-availability of cash with the cash issuing branch or if there is substantial delay in issuance of cash by the cash issuing branch (say after 14:00 Hrs. noon, penalty will not be levied).

#### **11.0 SUBCONTRACTING**

The whole of the works included in the contract shall be executed by the bidder and the bidder shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor, shall take a new partner, without written consent of the Bank and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress

#### **12.0 OTHERS:**

12.1 All the services required by the Bank has to be done in the best and most professional manner with materials of the best and approved quality of the respective kinds

12.2 Should the mobile Van activity be suspended by reason of rain, strike, lock-outs or any other cause, the bidder shall take all precautions necessary for the protection of the

equipment like ATM, Network equipment etc by properly covering them with suitable covers and at his own expenses shall make good any damage arising from any of these causes.

12.3 When the Bank observes that the Services provided by the bidder is not satisfactory or violating of safety protocols etc, the bidder shall be issued a suitable advise to rectify the same, within a reasonable time frame. If the contractor could not rectify the things within the time frame given, the Bank reserves the right to cancel the order.

### **13.VARIATION IN QUANTITY**

Bank reserves the right to order more number of Mobile vans than what is mentioned in this tender (at the same rate and terms and conditions) either at the same locality or other location as per the operational requirements within the validity of this tender. No such variation constituting increase in number of vehicle shall vitiate the contract.

### **14.COMPLIANCE OF STATUTORY REGULATIONS**

14.1 The bidder shall conform to the provisions of any Acts of the Legislature relating to the work, and to the Regulations and Bye-Laws of any authorities like Police, Municipal Authorities, RTA etc. Any problem arising out on account of police, Transport Authorities or other agencies shall be dealt with by the firm/ owner at his own risk, responsibility and cost. The Bank will not be responsible for any consequences arising out of these. The Bank will not entertain any claims for compensation/ charges other than monthly rent.

14.2 The bidder shall indemnify the Bank against all claims in respect of patent rights, designs, trademarks or name or the protected rights in respect of any equipment, machine, work or material used for or in connection with the works or temporary works and from and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto. The bidder shall defend all actions arising from such claims and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

14.3 The bidder should strictly abide by the Central/State labour regulation for the Minimum Wages, Payment of wages, Workmen Compensation, PF, ESI, Contract labour, including the latest amendments, if any and other safety regulations.

14.4 The bidder shall keep the Bank saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Bank in connection with any claim that may be made by any workmen.

### **15.0 SAFETY CODE:The Safety Code has to be observed by the bidder as under:**

- 1.0** There shall be maintained in the vehicle- first aid appliances including adequate supply of sterilizers, dressings and cotton wool.
- 2.0** The injured person shall be taken to a public hospital without loss of time in case where the injury necessitates hospitalization.
- 3.0** The bidder and the person engaged by has to comply Motor vehicle act and bound to follow all safety measures accordingly.
- 4.0** The bidder will ensure that all types of safety measures as advised by Government are taken care of during the performance of work.
- 5.0** All practical steps shall be taken to prevent danger to persons employed from risk or fire or explosion or flooding.

**6.0** All necessary personal safety equipment as considered adequate by the vehicle in charge should be kept available for the use of the persons employed and maintained in a condition suitable for immediate use; and the bidder should take adequate steps to ensure proper use of equipment by those concerned.

16. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent is issued by the Bank. Any consent by any party to or waiver of a breach by other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.

17. For terms and conditions not covered herein above, the decision taken by the Bank will be binding on both the parties.







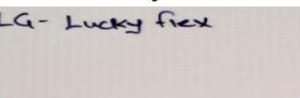
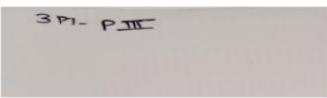
**18. IMPLEMENTATION OF INTEROPERABLE CARD-LESS CASH WITHDRAWAL (ICCW) TRANSACTIONS IN ATM:** Bidder must implement ICCW within 2 months from date of intimation for integration with Bank's ICCW middleware solution without any additional cost to the Bank.

**19. SAFE SELECTION:** The safe within the ATM should be of a level that corresponds with maximum cash likely to be loaded. UL 291 ATM security standards shall be followed. ATM shall be operated for cash replenishment only with digital One Time Combination (OTC) locks or as recommended by RBI from time to time.

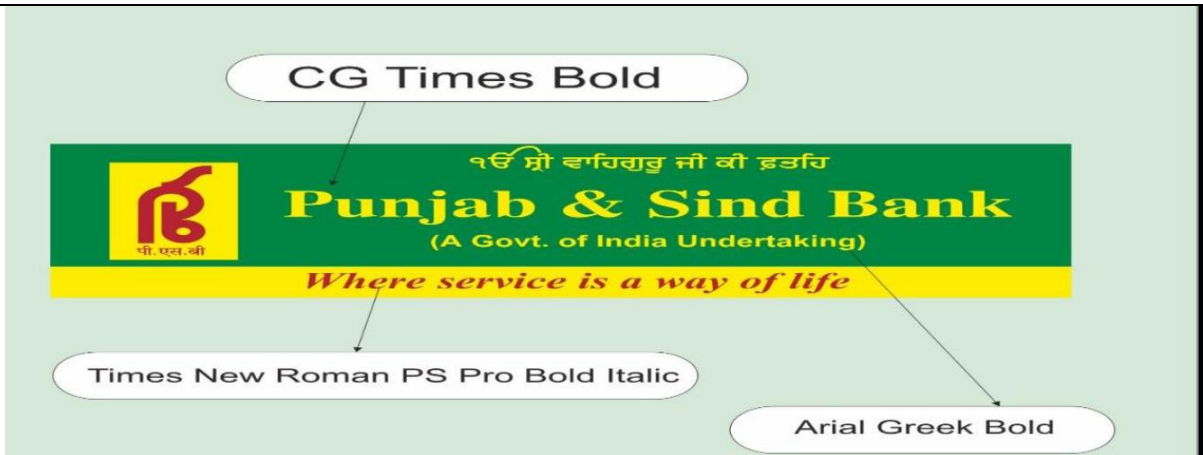
**20. Signage and Branding**

ATM and Van should have vinyl wrapped as per the Bank's specification/requirement. The bank will provide graphics for branding and the vinyl wrapping will be done by the bidder before installation of ATM at no extra cost to the bank. Signage/Branding is to be done as per the below specifications:

**Pantone Code Specifications:**

		<b>LG</b>	<b>3M</b>
Yellow	803 C	<b>LA 9415</b>  <b>9415</b> Yellow <b>116 C</b>	<b>3630-15</b>  <b>3630-015</b> Pantone <b>116 C</b>
Green	348 C	<b>LA 9556</b>  <b>9556</b> Vivid Green <b>356 C</b>	<b>3630-156</b>  Vivid Green <b>3630-156</b>
Red	187 C	<b>LA 9153</b>  <b>9153</b> Cardinal Red <b>7427 C</b>	<b>3630-53</b>  Cardinal Red <b>3630-53</b> Pantone <b>187C</b>
Flex		<b>LG Lucky Flex</b> 	<b>3M Pill</b> 

**Fonts, Logo and Banner to be used in signage of ATM:**



Banner



Logo

- **ATM Machine:** The branding colors/creatives should not be sticker type but permanent paint type for the machine's metal and plastic components. During the life of the machine, any repair/replacement of fascia should have the same original branding.
- **Banner:**



## **21. ATM SUPPLY, INSTALLATION, COMMISSIONING, OPERATION AND MAINTENANCE**

Bidder has to comply following advisory/guidelines issued by RBI/IBA/GOI and any further modifications and new advisories issued during the contract period:

- For terminal Security of ATM, Cyber Security and IT Examination Cell (CSITE), RBI Advisory No.3/2017 dated 06.03.2018, Circular RBI/2017-18/206 DBS (CO). CSITE/BC.5/31.01.015/2017- 18 dated 21st June 2018.
- For EMV Compliance of RBI NOTIFICATION No.DPSS.CO.PD No.1298/02.10.002/2017-18; 30<sup>th</sup> Oct, 2017.
- For Anti skimming devices to be installed in all ATM, RBI advisory no.13/2017 dated 01.11.2017.
- RBI Advisory 14/2017 dated 06.12.2017 on Securing the Ecosystem connecting the Bank's ATM switch to Card Networks.
- For cassette swaps in ATM RBI Circular RBI/2017-18/ DCM (Plg.) No.3641/10.25.007/201/2017-18 dated 12th April 2018
- Circular no. RBI/2017-18/152 (DCM (Plg) No.3563/10.25.07/2017-18) dated 06- 04-2018 on Cash Management activities of the banks - standards for engaging the bidder and its sub-contractor.
- Circular no. RBI/2018-19/183 DCM (Plg) No.2746/10.25.07/2018-19 May 14, 2019 on Outsourcing of Cash Management – Reconciliation of Transactions.
- Circular no. RBI/2018-19/214 DCM (Plg.) No.2968/10.25.007/2018-19 dated June 14, 2019 on E-surveillance, OTC locks & Grouting.
- RBI/Circular No. RBI/2019-20/130 DBS(CO). CSITE/BC.5/31.01.015/2019-20 dated 31.12.2019 on Cyber Security controls for Third Party ATM Switch Application Bidders
- Voice Guidance Support for the visually challenged should be strictly as per the IBA Guidelines issued vide circular No. CIR/RB/ATMVCP/6846 Feb. 27, 2013 and subsequent changes, if any. Voice guidance should be in English, Hindi and all major Indian Regional Languages included in Schedule VIII of Indian Constitution.
- Manage/ perform the RD services (Device Registration, Key- Exchange/ Rotation Activity, etc.) as per the guidelines or directives received from UIDAI titled "AADHAAR REGISTERED DEVICES TECHNICAL SPECIFICATION - VERSION 2.0 (REVISION 1)" dated February 2017 or any amendments/ updates thereto, instructions/ guidelines of UIDAI/ RBI/ IBA regarding biometric authentication, in relation to the Fingerprint Biometric devices supplied with the ATM/ ATM for the length of the contract, at no additional cost to the Bank. The infrastructure (HW, SW, HSM, etc.) for the RD services (incl. Key- Exchange/ Rotation) is to be provided and maintained by the successful Bidder, at no additional cost to the Bank. Vendor should comply all the formats of reports, reconciliation certificate, Electronic Journal, Receipts etc. as required by Bank, RBI, Govt etc.

## **22. CASH SERVICES**

### **A. CASH REPLENISHMENTS AND FORECASTING SERVICES FOR ATM**

Cash loading, Cash optimization and Cash Forecasting will be the responsibility of the selected bidder. The services include the following:

- Cash replenishment at ATM and ensuring cash efficiency.
- Evaluate the cash requirement for ATM through analysis of past usage trends and current cash status updates
- Forecast and recommend suitable cash level for ATM based on the evaluation subject to compliance of internal procedure / limit set for cash retention for individual ATM.
- In order to have a proper check on the movement and reconciliation of cash, Bidder will ensure conducting minimum 15 EOD and 15 Cash loadings in a month per ATM so as to ensure that there is no gap of more than two days between two EODs/Cash loadings (Working or Non-working) at all the ATM.

Further, Bank may increase number of EOD/Cash loadings at any point of time. This is the minimum benchmark for EODs/Cash loadings. Ideally, Bidder has to do more.

- C3R Report along with switch and machine counter must be submitted on T+1 basis to Bank's nodal branches and central recon team by 1:00PM daily
- The bidder will be responsible for reconciliation of cash and resolution of all related complaints received from customers.
- The bidder shall take adequate insurance policy with Bank Clause for the value of entire cash throughout the Cash Replenishment Services (CRS) Cycle for all sorts of risks including fidelity clause arising from acts of omission / commission / dishonesty of its employees and / or its authorized agents. The loss-payee endorsement of such insurance policies shall be in favour of the Bidder, however, copy of the Insurance policy should be submitted to the Bank. The CRS agency/Bidder shall pay the premium for obtaining insurance cover. Insurance policy should be in force.
- Cash in ATM will be insured by the Bidder.
- Any shortage or loss of cash, whatsoever and for whatever reason shall be made good to the Bank immediately without waiting for admissibility or settlement of the insurance claim. Any amount of such insurance claims received by the Bank shall be remitted to the CRS agency by the Bank after adjustment of outstanding dues if any. The CRS agency should ensure correctness and genuineness of the cash and shall take the ATM fit currency notes to its possession. Once the note packets are taken out of Bank's premises the bidder would be responsible for shortage and fake currency if any, noticed subsequently.
- Bidder will provide the real time update/report of cash management activity like Admin Activity, Cash loading, Cash Offloading and EOD reports without any cost to the Bank on T+1 basis.
- Bidder will have to ensure that First Line Maintenance (FLM) teams are different and distinct from cash loading teams so that noncash calls are attended promptly and availability is improved. If Bidder is not able to ensure the same then bidder need to ensure that non-cash calls should be attended timely and uptime should not get affected.
- Bidder will ensure that only optimum cash in ATM. Cash indents will be submitted at cash link branches adequately in advance.
- Bidder will submit a BCP/DRP for cash replenishment/evacuation services acceptable to the Bank.
- GPS tracking should be available and dedicated monitoring team should be there for monitor the route/diversion of cash van.
- Bidder will be responsible for reconciliation of cash and resolution of all related complaints received from customers.
- It will be responsibility of the Bidder to reconcile and reverse the suspense entries at respective cash nodal branch within 3 days for all the entries corresponding to cash issued as well as cash unloaded.
- Following reports related to Cash Management must be provided by bidder to the Bank on T+1 basis by 1:00 P.M.
  - a. Cash Balancing Report (CBR) (hopper wise)
  - b. Cash Reconciliation Report (C3R)
  - c. Additional Loading Report
  - d. Holiday Cash Loading Report
  - e. Cash Out Report
  - f. Daily Loading Report (DLR)
- Bank reserves right to seek the cash balancing related reports in electronic format (instead of physical format) at defined intervals in the day.
- Bidder will be responsible & accountable for cash handling services for ATM

- Requirements from Bidder under this scope are enumerated below -
  - Bidder shall be accountable & responsible for cash once the same is issued by bank
  - All reports from cash handling agencies & deliverables (CBR, C3R, DLR, Retained cards, if any, JP if available and EJ Logs) should be submitted to the Nodal Branch within cut off time specified by bank. Bank follows a rigorous process of reconciliation on daily basis hence it is important for bidder to ensure all required reports are submitted without delays.
- **Bidder shall ensure compliance with the following requirements:**
  - Open account of appointed cash handling agencies at location where service is rendered for facilitating cash issuance
  - Ensure availability of adequate cheque book at all time for withdrawing cash from bank
  - Collect cash from designated cash issuing point of bank for replenishing ATM
  - Ensure photo list is submitted to relevant bank officials on monthly basis (as per defined date) or when custodian is changed.
  - Perform replenishment / EODs on alternate days & report discrepancies if any to the bank
  - Attend FLM calls within TAT specified
  - Ensure availability of cash handling custodian for attending SLM calls with ATM Manufacturer/Authorized Agency of Bank
  - Ensure separate custodianship of Admin Card & Admin Card PIN Ensure consumables are replenished as per requirement
  - Submission of cards retained in ATM at applicable sites.
  - Bidder will need to perform adequate investigation into each misappropriation reported on ATM and update bank on findings, gaps that led to the shortage, steps that need to be taken to avoid recurrence etc. This report issued by bidder on its letter head & authorized by senior personnel heading cash operations has to be shared within 7 working days of the date of incident reporting.
  - Any misappropriation incident wherein there is malicious intent proven / suspected on the part of staff from cash handling agency or the cash handling agency is unable to provide adequate Justification for the shortage will need to be taken up for lodging FIR / Police complaint
  - Bidder will need to ensure lodging of FIR / Police complaint within 2 days for each incident of cash misappropriation identified on ATM. For any theft/ robbery during transit, the FIR / police complaint will need to be logged within 24 hrs.
  - Bidder will need to put in place adequate processes & tracking at its end to ensure custodians involved in misappropriation are terminated with immediate effect & update the industry level database of employees indulging in cash misappropriation maintained by Cash Logistics Association(CLA) / Self-Regulatory Body (SRO) of Cash handling agencies.
  - Responsibility of any cash shortage in the ATM lies with the Bidder. Same needs to be made good by the Bidder within 3 days.
  - Bidder need to maintain Sundry and Suspense account with Bank Reconciliation team. If any shortage found by Recon team, then same will be debited in bidder suspense account and Bidder will ensure to adjust such shortage within 3 days from date of reporting of shortage to them. Additionally, interest to be paid on the amount of shortage @MCLR+6.50%.
- **Handling of cash should be as MHA Guidelines.**
- **MHA GUIDELINES / RBI GUIDELINES ON CASH REPLENISHMENT WITH CASSETTE SWAP METHOD**
  - Bidder replenish cash through Cassette Swap Method in terms of RBI's letter No. RBI/2017-18/DCM (Plg.) No. 3641/10.25.007/2017-18 date 12,2018 on Cassette Swap in ATM.
  - Bidder will arrange the cassettes at its own cost for replenishment and evacuation of cash under cassette swap method. The bank will not be liable for any loss arising in this regards.



- Compliance of RBI, Government of India (viz. MoHA, MoF etc) Guidelines including but not limited to entire scope & direction of RBI/2017-18/162 DCM (PLG) NO: 3641/10.25.007/2017-18 Dated 12.04.2018 (For cassette swap) & RBI/2017-18/152 DCM (PLG) NO: 3653/10.25.07/2017-18 Dated 06.04.2018 (For Cash Management activities of the banks Standards for engaging the Bidder and its sub-contractor) must not be diluted at any instance.

25. After designated working hours, Bidder will park the ATM Van at the Bank's premises informed by the Bank for charging of Batteries.

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## **Chapter 5: Terms & Conditions**

### **5.1 TECHNICAL SPECIFICATION**

Technical specification and functional specification are mentioned in **Annexure-13**

### **5.2 SIGNING OF CONTRACT**

The successful bidder(s) shall mandatorily enter into Service Level Agreement (SLA), Non-Disclosure Agreement (NDA) with Bank and submit the Bank Guarantee, within **30 calendar days** from the Issuance of Purchase Order by Bank. The letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions shall be contained in the contract. If the contract is not signed within the given period (30 calendar days), Bid Earnest Money/Bid Security Declaration will be invoked after a grace period of **15 calendar days**.

### **5.3 DURATION OF CONTRACT**

The contract will start from the date of acceptance of purchase order by the Bidder and will be valid for Two (02) years, subject to yearly performance review for satisfactory performance of the Bidder. If required, the tenure of contract can be extendable on same terms and conditions.

Bank reserves the right to cancel / terminate the contract at any time by giving a written notice of 30 days in case bidder fails to meet any of the requirements as mentioned in the RFP.

### **5.4 ACCEPTANCE OF ORDER (ORDER PLACEMENT):**

Orders will be placed by the Bank. The successful bidder (Vendor) shall have to accept and acknowledge orders within 7 days from the Issuance of Purchase Order by the Bank. Bank has a right to cancel the order and invoke the Bid Security Declaration/forfeit the EMD of vendor or Performance Bank Guarantee, if the same is not accepted within a period of 7 days from the date of order, otherwise it will be considered as accepted. For review the order status, bank shall share, escalation matrix with successful bidders for Review of issues from both ends viz. Field escalations as well as Bidders escalation.

### **5.5 NOT ACCEPTANCE/ NON EXECUTION OF ORDER:**

In case the bidder shortlisted through this RFP process (hereinafter called "successful bidder" or "Vendor") refuses to accept / execute the order, Bank reserves the right to place the order to other successful bidders in its sole discretion. Bank is having all the rights to recover the penalty amount from PBG as well as any amount payable, expenses, costs, charges etc. from such successful bidder who refused to accept/executed the order. Bank also reserves the right to blacklist/debar the said successful bidder in such eventuality without giving any notice thereof in this regard for a period of further 2 years from the date of blacklisting/debarment.

### **5.6 DELIVERY & INSTALLATION PERIOD:**

**Ready for Operation: 5 weeks from the date of acceptance of Purchase Order.**

**5.7 ACCEPTANCE TEST:**

Bank or any other Third party designated by the Bank for the Purpose may inspect/test the equipment at vendors manufacturing facilities/ installation in order to ascertain that it conforms to stipulated specifications. Vendor has to arrange one Engineer at the site at the date and time communicated by the Bank to assist in the acceptance test. Any deviation/deficiency observed during the Acceptance Test is to be addressed/ rectified by the Vendor, without any extra cost to the Bank.

**5.8 SYSTEM UP TIME:**

ATM uptime calculations: Table “A”

Mobile Van ATM	Minimum Uptime requirements
	98.5%

**5.9 PENALTY:**

Penalties will be levied as per the terms described in the RFP.

**5.10 ALTERNATE ARRANGEMENT:**

The successful bidder would provide replacement for ATM, if the machine installed in the is to be taken to their workshop for any repairs etc.

**5.11 SIGNING OF PRE CONTRACT INTEGRITY PACT:**

The bidder should submit original executed Integrity Pact along with the technical BID. The Integrity Pact must be executed on stamp paper and must be signed by all the witnesses. The Performa of Integrity Pact is as per (Annexure-15).

**5.12 NO RIGHT TO SET OFF:**

In case the Bidder has any other business relationship with the Bank, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this empanelment to the Bidder for any payments receivable under and in accordance with that business.

**5.13 PUBLICITY:** Any publicity relating to the work to be carried out in Bank towards this project is strictly prohibited. No information of any nature related to this project shall be disclosed to any third party unless otherwise necessary prior permission to Banks.

**5.14 COMPLIANCE WITH LAWS:**

Compliance of Order No. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance Department of Expenditure, Govt. Of India:

“That the Successful bidder undertakes and agrees that there is no deviation from the guidelines issued by Ministry of Finance, more particularly, Order No. 6/18/2019-PPD dated 23rd July 2020 issued by Department of Expenditure, Ministry of finance, Govt. Of India. If the Bank comes to know of any infraction thereof, it shall in its sole discretion terminate the Agreement.”

This RFP and process incidental thereto shall remain subject to the guideline/order issued by Ministry of finance Department of Expenditure, Govt. Of India vide its Order No. 6/18/2019-PPD dated 23rd July 2020. The Model Clause for the tender as prescribed in terms of para 4 of aforesaid order, is hereby disclosed as under:

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in the Annexure I of aforesaid Order.
2. “Bidder” for the purpose of aforesaid order (including the term ‘tenderer’, ‘consultant’ or ‘bidder’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies/proprietorship firm/partnership firm/LLP), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
3. “Bidder from a country which shares a land border with India” for the purpose of aforesaid Order means:
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
4. The beneficial owner for the purpose of (iii) above and aforesaid order will be as under:
  - i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation—
    - a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
    - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder’s agreements or voting agreements;

- ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  - iv. Where no natural person is identified under (1), or (2), or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
  6. The successful bidder shall not be allowed to 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.

The Parties will comply with all laws and regulations applicable to their respective businesses including without limitation, all privacy, database, copyright, trademark, patent, trade secret, export and Anti Bribery Laws.

The selected bidder hereto agrees that it shall comply with Labor Laws and all applicable union, state and local laws, ordinances, regulations, CVC, / RBI guidelines, / government directions, statutory requirements and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required at no additional cost to the Bank.

The selected bidder has represented that their company holds all valid, licenses/registrations as may be required under the laws prevalent from time to time, in particular but not limited to, The Contract Labor (Abolition and Regulation Act) and other labor laws. The bidder shall ensure that all such registrations/licenses where required, are kept valid and subsisting throughout the term of the agreement.

If at any time during the term of the Agreement, if Bank is informed or information comes to its attention that the selected bidder is or may be in violation of any terms and conditions mutually agreed between the Bank and the bidder, which proves to be unsatisfactory to the Bank, then the Bank shall be entitled to terminate the Agreement by giving not less than one-month notice in writing.

## **5.15 Compliance of all Regulatory Requirement like MHA, RBI, NPCI, DFS, IBA etc during the Contract period**

It is the responsibility of the bidder to change/upgrade/customize the infrastructure at all levels (like software, hardware supplied to Bank, Infrastructure at Management Centre, ATM site etc.) for ensuring the compliance to statutory, RBI, IBA and VISA/MasterCard/NPCI etc. requirements to the Bank. Bank reserves the right to close the machine at its discretion for non-compliance of regulatory guidelines.

Bidder has to comply following advisory/guidelines issued by RBI/IBA/GOI with the supply of machine and new advisories issued during the contract period:

- I. For terminal Security of ATM, Cyber Security and IT Examination Cell (CSITE), RBI Advisory No.3/2017 dated 06.03.2018, Circular RBI/2017-18/206 DBS (CO). CSITE/BC.5/31.01.015/2017-18 dated 21st June 2018.
- II. For EMV Compliance of CDM, RBI NOTIFICATION No.DPSS.CO.PD No.1298/02.10.002/2017-18; 30th Oct, 2017.
- III. For Anti skimming devices to be installed in all ATMs, RBI advisory no.13/2017 dated 01.11.2017.
- IV. RBI Advisory 14/2017 dated 06.12.2017 on Securing the Ecosystem connecting the Bank's ATM switch to Card Networks.
- V. For cassette swaps in ATMS RBI Circular RBI/2017-18/ DCM (Plg.) No.3641/10.25.007/2017-18 dated 12th April 2018.
- VI. Circular no. RBI/2017-18/152 (DCM (Plg) No.3563/10.25.07/2017-18) dated 06- 04-2018 on Cash Management activities of the banks - standards for engaging the bidder and its sub-contractor.
- VII. Circular no. RBI/2018-19/183 DCM (Plg) No.2746/10.25.07/2018-19 May 14, 2019 on Outsourcing of Cash Management – Reconciliation of Transactions.
- VIII. Circular no. RBI/2018-19/214 DCM (Plg.) No.2968/10.25.007/2018-19 dated June 14, 2019 on E- surveillance, OTC locks & Grouting.
- IX. RBI/Circular No. RBI/2019-20/130 DBS (CO). CSITE/BC.5/31.01.015/2019-20 dated 31.12.2019 on Cyber Security controls for Third Party ATM Switch Application Bidders.
- X. "Voice Guidance Support for the visually challenged should be strictly as per the IBA Guidelines issued in this regard vide circular No. CIR/RB/ATMVCP/6846 Feb. 27, 2013 and subsequent changes, if any." Voice guidance should be in English, Hindi and all major Indian Regional Languages included in Schedule VIII of Indian Constitution.
- XI. Manage/ perform the RD services (Device Registration, Key- Exchange/ Rotation Activity, etc.) as per the guidelines or directives received from UIDAI titled "AADHAAR REGISTERED DEVICES TECHNICAL SPECIFICATION - VERSION 2.0 (REVISION 1)" dated February 2017 or any amendments/ updates thereto, instructions/ guidelines of UIDAI/ RBI/ IBA regarding biometric authentication, in relation to the Fingerprint Biometric devices supplied with the ATM for the length of the contract, at no additional cost to the Bank etc. for the RD services (incl. Key - Exchange/ Rotation) is to be provided and maintained by the Endpoint Provider/ OEM, an no additional cost to the Bank. The infrastructure (HW, SW, HSM, etc.) for the RD services (incl. Key- Exchange/ Rotation) is to be provided and maintained by the OEM, at no additional cost to the Bank.

- XII. Bidder should comply all the formats of reports, reconciliation certificate, Electronic Journal, Receipts etc. as required by Bank, RBI, Govt. etc. free of cost.
- XIII. Bidder should comply with Department of Supervision, Central Office Cyber Security and IT Risk (CSITE) Group, Advisory: 1/2021 dated 10.04.2021

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

**Place:** \_\_\_\_\_

**Signature of Authorized**

**Signatory Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

## **5.16 LIQUIDATED DAMAGES**

The Bank will consider the inability of the Bidder to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Bidder. The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, Operationalization, implementation, warranty, maintenance etc.) by the Bidder.

If the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 10% of the complete contract amount. Bank may also consider termination of the contract.

The Bidder should adhere to laws of the land and rules, regulations and guidelines issued by the various regulatory, statutory and Government authorities as required from time to time during the course of the contract. 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. Such feedbacks from high-ranking officials would also form part of vendor selection and any strong adverse comment/action about product or service would make the Bidder ineligible for further assessment/processing.

If the selected Bidder fails to complete the due performance of the contract in accordance to the terms and conditions of RFP/SLA, the Bank reserves the right either to terminate the contract or to accept performance already made by the selected Bidder after imposing Penalty on Selected Bidder.

In case of termination of contract due to breach committed by the Successful Bidder, the Bank reserves the right to recover an amount equal to 10% of the Contract value as Liquidated Damages.

Both Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently. The penalty is for delay of performance and not for termination, whereas the liquidated damages are applicable only on event of termination on default.

Penalty or/and Liquidated Damages is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the selected Bidder to prove that the delay is attributable to the Bank and Force Majeure. The selected Bidder shall submit the proof authenticated by the Bidder and Bank's official that the delay is attributed to the Bank and/or Force Majeure along with the bills requesting payment.

The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner. If any act or failure by the Bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions, to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures. If the Bidder fails to complete the due performance of the contract in document, the Bank reserves the right either to terminate the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated damages for non-performance.

Any financial loss to the Bank on account of fraud/data breach/loss/damage, third party claims of infringement of patent, trademark or industrial design, etc. taking place due to successful bidder, its employees or due to successful bidder's negligence shall be recoverable from the successful bidder



along with the damages, if any, with regard to Bank' s reputation and goodwill. Decision of the Bank in this regard shall be final and binding on the successful bidder.

**Regulatory Compliance:** Successful bidder shall be held liable for any non-compliance or delay in compliance to Regulatory/Statutory guidelines. Any new advisory/guidelines issued by regulatory authorities like RBI, MoF, DFS, GOI etc. need to be implemented free of cost. Any penalty/cost imposed by the Regulator on Bank will be the responsibility and liability of the successful bidder and the bank shall be compensated for the same.

#### **5.17 TERMINATION OF CONTRACT:**

##### **1. Termination for Default:**

The quality of items/services supplied by the bidder will be reviewed and if the services and quality of goods are not found satisfactory, bank reserves the right to terminate the contract by giving 30 days' notice to the bidder. The decision of the bank regarding quality of items/service shall be final and binding on the bidder.

Further, the bank shall have the right to terminate/cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of 30 days, for any valid reason, including but not limited to the following:

- Excessive delay in execution of order placed by the Bank.
- Discrepancies / deviations in the agreed products.
- Violation of terms & conditions stipulated in this RFP/Purchase order or Breach of the Agreement.
- If the bidder fails to execute the work or any part thereof in accordance with the contract.
- If abandonment of the work or any part thereof by the vendor.
- If the progress made by the vendor is found to be unsatisfactory.
- Failure to deposit the performance bank guarantee asked for under the contract.
- If the vendor fails to deliver any or all of the services at the nominated site within the time-period(s) specified in the contract.
- In the event of commencement of liquidation or winding-up (whether voluntary or Compulsory) of the vendor or appointment of a receiver or manager of any of the vendor's assets and/or insolvency of the vendor.
- If the vendor assigns or attempts to assign his interest or any part thereof in the Contract without written, express permission of the Bank.
- If required, Bank may also take action against the vendor and blacklist them without any correspondence in this regard.
- If overall uptime of the deployed Mobile VAN ATM is less than 98% during service delivery period.
- The Bank suffers a reputation loss on account of any activity of vendor or its person, subcontractor and agents.
- After giving notice to terminate the contract the vendor must continue to extend his services till an alternative vendor is found.
- Ownership of hardware and software, fixtures etc. which has been deployed by the bidder lies with bidder. At the end of the contract, Bank has the first right to procure the ATM at written down value or maximum at Rs.10000/-

## **2. Termination for Insolvency:**

The Bank may, at any time, terminate the Contract by giving written notice to the Vendor, if the Vendor becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

## **3. Termination for Convenience:**

The Bank, by written notice of not less than 30 (Thirty) days sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

### **5.18 SUBCONTRACTING:**

Subcontracting is prohibited. However, if due to some unavoidable circumstances, such requirement is needed in part or full, then the successful bidder will have to obtain specific written permission from the Competent Authority of the Bank under whose jurisdiction tender has been floated, before Contracting any work to subcontractors. Bank at its own discretion may permit or deny the same. In case sub-contracting is permitted by the Bank, the contracting vendor will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all the terms and conditions of this RFP. PSB shall deal with successful bidder only and any third-party contract made by it and terms & conditions associated therewith will not be binding on PSB. The successful bidder shall be responsible for managing the activities of its personnel and any sub-contracted personnel, and will hold itself responsible for any misdemeanor of civil and criminal nature.

Security requirements of the contract and the Bank can obtain independent audit report for the same. In such a case, the successful bidder shall provide subcontracting details to the Bank and if require, Bank may evaluate the same. Such sub-contractor shall be subject to the obligations and duty under the Agreement as Supplier/bidder/Successful bidder.

### **5.19 FORCE MAJEURE:**

The bidder or the Bank shall not be responsible for delays or non- performance of any or all contractual obligations due to any Force Majeure cause which is beyond the control of the bidder or Bank, as the case may be and which substantially affects the performance of the obligations under the Agreement of the contract such as including:

- Acts of God, natural calamities, including but not limited to floods, droughts, earthquakes and epidemics;
- Acts of any country, domestic or foreign, including but not limited to war, declared or undeclared priorities, quarantines, embargoes;
- Acts of public enemy, accidents and disruptions including but not limited to fires, explosions, breakdowns of essential machinery or equipment;
- Transportation delay due to force majeure or accidents;
- Strikes, lockouts and sabotages;
- Riots and civil commissions;

- Lockdown imposed by Govt., Pandemic declared by Govt. and Quarantine restriction imposed by the govt. etc.
- Provided that the bidder shall notify the Bank in writing of such causes within ten days from the occurrence of such a cause.
- Unless otherwise directed by the Bank in writing, the bidder shall to the extent possible mitigate the consequences of the force majeure event and make all necessary alternative arrangements to perform their obligations and accordingly continue to perform its obligations under the contract as far as possible, and shall seek all means for performance of all the obligations, not prevented by the Force Majeure event. It is further made clear that the act of force majeure will not cover instances of commercial hardship.
- Provided further that in case of delay in Services, which shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the contract and the Bank shall have the right to terminate this contract without giving any further notice to the bidder.
- Further, Bank also reserves the right to assign the work to other successful bidders or/and bidders without any consequences and claims.

#### **5.21 CANCELLATION OF PURCHASE ORDER:**

After issuance of purchase order to successful bidder, Bank reserves the right to cancel the purchase order without giving any notice.

- Non-submission of acceptance of order within 7 days of placement of order.
- Non submission of performance bank guarantee within stipulated time as specified in the RFP.
- Non signing of contract within the time specified by bank.

Note: Besides the above-mentioned situations, bank reserves the right to terminate the contract as mentioned under clause no. 5.26.

#### **5.22 CONTRACT BETWEEN BANK AND SHORTLISTED BIDDER:**

The shortlisted bidder shall be required to execute SLA (Service Level Agreement), IP (Integrity Pact) and NDA (Non-Disclosure Agreement) with the Bank within 30 working days of issuance of Purchase Order by the Bank.

#### **5.23 PRINCIPAL TO PRINCIPAL RELATIONSHIP:**

The employees engaged by the Successful bidder shall be deemed to be the employees of successful bidder only, and the Bank shall not be connected with the employment or the terms and conditions thereof in any way. The Successful bidder alone would comply with the statutory obligations and Labour Regulations/ Rules in this regard. None of the provisions of the Agreement shall be deemed to constitute a partnership/Joint Venture between the parties hereto, and neither party shall have authority to bind the other except as specifically provided for hereunder. Neither party hereto is the agent of the other nor there is no master-servant relationship between the parties. The relationship is on principal-to-principal basis.

The Successful bidder shall be responsible for payments of all statutory dues with respect to each of its personnel/employees engaged by it to render service under this Agreement with respect to each applicable Labour law, including, the Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Payment of Bonus Act, 1965, the Employees' State Insurance Act, 1948, the Payment of Gratuity Act, 1972, the Maternity Benefit Act, 1961, the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, etc. No dues/contributions under any future law/-labour

legislations, as applicable, are payable by the Bank with respect to the Successful bidder's personnel/employees. The successful bidder will have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to personnel/employees of under applicable labour legislations.

#### **5.24 ASSIGNMENT**

The successful bidder shall not assign to anyone, in whole or in part, its obligations to perform under the contract, except with the Bank's prior written consent and PSB reserves its right to terminate the Agreement, if no such consent is obtained by the successful bidder.

If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this contract shall be considered to be assigned to the new party and such an act shall not affect the rights and obligations of the successful bidder and such amalgamated/merged entity.

#### **5.25 PATENT RIGHTS**

The successful bidder shall indemnify and keep harmless the Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India.

- The bidder shall, at their own expense, defend and indemnify and keep the Bank harmless against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.
- The bidder shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the bidder shall be fully responsible to compensate the bank against such financial loss including all expenses and court and legal fees.
- The Bank will give notice to the bidder of any such claim without delay, provide reasonable assistance to the bidder in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.
- The successful bidder shall be responsible for obtaining all necessary authorizations and consents from third party licensors of software used by successful bidder in performing its obligations under this Project.

#### **5.26 FALL CLAUSE**

If the rate contract holder reduces its price or sells or even offers to sell the contracted goods/service at a price lower than the rate contracted price, to any bank or organization during the contract period, the contract price will automatically be reducing with effect from the date from which such sale or offer of sale was made to outsider.

#### **5.27 CONFIDENTIALITY**

- Except as required by law, the parties shall ensure that all the confidential information- business or otherwise as disclosed by one party to other/s during negotiation/ implementation/execution of the SLA or which may in any manner by any of its officers comes into the other party's knowledge or possession or control, shall not be used for any purposes other than those required or permitted by the SLA and shall remain confidential and shall not be disclosed to any other party

(including a subcontractor) except insofar as may be required for the proper implementation of the SLA or permitted by other party expressly in writing.

- For the purposes of the SLA “Confidential Information” mean all information which is material to the business operations of either party or its affiliated companies, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants’ reports, financial information, computer models and programs, software, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports, guidelines, policies, circulars and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise provided. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.
- Successful Bidder agrees to regard and preserve as confidential all information related to the business and activities of the Bank, its customers, supplier/bidders and other entities with whom Bank is presently or in future may enter into business, as may be obtained by Successful Bidder or may be developed as a result of the SLA. Successful Bidder agrees to hold such information in trust and complete confidence for Bank and not to disclose such information to any person, firm or enterprise or use (directly or indirectly) any such information for its own benefit or the benefit of any other party, unless expressly authorized by Bank in writing, and further agrees to limit access to and disclosure of such confidential information to Successful Bidder’s employees on a strictly “need to know” basis only and who have signed or are bound by confidentiality SLAs/undertakings at least as stringent as those contained herein. Successful Bidder shall not without the consent of Bank make use of any document or reproduce in any way the information which it may come to know or have, except for the purpose of performance of the SLA.
- The Successful Bidder further agrees that it shall neither share any confidential information of the Bank without express consent of the Bank in writing. The Successful Bidder also agrees to protect the confidential information of the Bank with the same standard of care and procedures used by it to protect its own confidential Information. Without limitation of the foregoing, the Successful Bidder shall use reasonable efforts to advise the Bank immediately in the event Successful Bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the SLA and shall reasonably cooperate in seeking injunctive relieve against any such person.
- That if the Successful Bidder hires another person to assist it in the performance of its obligations under the terms of the SLA, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the SLA to another person in any manner, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Successful Bidder is bound to maintain the confidentiality.  
Even if a Successful Bidder’s employee leaves the job or his services are terminated/expires, the Successful Bidder shall ensure that he does not share any confidential information of the Bank with third parties nor uses such it to derive unauthorized profits out of it. Successful Bidder shall continue to be responsible for any such act of its ex-employee and agrees to indemnify the Bank against any loss suffered by Bank due to disclosure of confidential information in such circumstances
- Bank acknowledges that it considers the Successful Bidder’s related material information including software product(s), trade secrets, documentations and electronic or non-electronic communication made in confidence, to be confidential and agrees that unless Bank has obtained

Successful Bidder's written consent, Bank shall keep such materials confidential and prevent their disclosure to any person other than employees or representatives of Successful Bidder, or any other person, it believes has been authorized by Successful Bidder to receive such information, to whom it shall be disclosed only for purposes specifically related to Successful Bidder's permitted use of the Products.

An Information shall not be considered confidential to the extent and only to the extent, such information is:

- ✓ already known to the receiving party free of any restriction at the time it is obtained from the other party;
- ✓ subsequently obtained from an independent third party free of any restriction and without breach of the SLA; or becomes publicly available through no wrongful act of the other party;
- ✓ independently developed by one party without reference to any Confidential information of the other;
- ✓ required to be disclosed pursuant to a requirement of a governmental agency or law so long as the parties provide each other with timely written prior notice of such requirement.

The obligation contained in this clause shall survive after the termination of the SLA. Confidentiality of customer information shall be maintained and survive even after the SLA expires or terminated. The infraction of confidentiality terms shall constitute material breach of the SLA, and the bank shall be entitled to take appropriate actions as available in law or under the SLA against the Successful Bidder as the case may be. SUCCESFUL BIDDER agrees to indemnify PSB against any loss suffered by PSB due to breach of confidential terms as mentioned hereinabove.

#### **5.28 INSPECTION AND AUDIT**

- It is agreed by and between the parties that the Bidder shall get itself annually audited by internal/external empaneled Auditors appointed by the Bank/ inspecting official from the Bank, 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 bidder shall submit such certification by such Auditors to the Bank. The bidder and or his / their outsourced agents /sub – contractors (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 Bidder. The Bidder shall, whenever required by such Auditors, furnish all relevant information, records/data to them without any delay or/and protest. All costs for such audit shall be borne by the Bidder.
- Where any deficiency has been observed during audit of the Bidder on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by the Bidder that it shall correct/ resolve the same within the timeline specified by the Bank and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. It is also agreed that the Bidder shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies observed.
- Bidder further agrees that whenever required by the Bank, it will 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 required for conducting the audit. The Bank reserves the right to call and/or retain for any relevant material information / reports including audit or review reports

undertaken by the Bidder (e.g., financial, internal control and security reviews) and findings made on the Bidder in conjunction with the services provided to the Bank.

- The Bank has the right without notice to inspect immediately as per circumstances as decided by bank, and test the infrastructure, software and procedures being followed for this engagement by Bidder at any time.
- The Bank may audit Bidder's records during normal business hours related to the Services covered under this Agreement.
- The bidder shall provide unrestricted access to its premises and records being maintained with regard to the job being performed as per its contract with the Bank, to the authorized personnel of the Bank / its auditors (internal and external)/ any statutory / regulatory authority / authorized personnel from RBI to carry out any kind of process of audit including that of its operations and records related to Bank's Middleware, as per its own satisfaction, in the presence of representatives of the bidder, at any point of time by giving advance notice.
- It shall be the responsibility of the bidder to ensure unrestricted access to the authorities/ officials as mentioned above to the places where such services are outsourced, for inspections and verification.
- Before the UAT sign off and Go live, audit is mandatory. It is responsibility of the bidder to support Bank's official to provide all records for audit purpose.
- The bidder should comply with the security controls parameters.

## **5.29 INTELLECTUAL PROPERTY RIGHTS**

The Bidder warrant that in the course of providing the services, they shall not infringe upon any third party Patent, Copyright, Design, Trademark, or any other Intellectual Property Rights for system software and application software. The Bidder shall indemnify and at all times keep the Bank fully indemnified and hold harmless against any and all loss, damages, costs and expenses including Attorney's fees, which may be incurred as a result of any claim or action associated with such infringement, PROVIDED HOWEVER, the Bank agrees to give prompt notice of 15 days to the Bidder of any such claim or action, gives complete authority and freedom to the Bidder in defending and/or settling such claim and gives all reasonable assistance to the Bidder in doing so. The remedy available to the Bank under this clause will survive termination of the Purchase Order such that in the event of violation of IPR claim by any third party after the expiry of the contract between Bank and the Bidder, the indemnity clause listed above will be valid and applicable beyond the contract period.

## **5.30 NON-EXCLUSIVITY**

Notwithstanding anything contained in the present Agreement, the arrangement hereby agreed between the parties, shall be on a non-exclusive basis. Bank reserves its right to appoint/engage one or more bidder(s) to provide like services concurrently or otherwise during the currency of this Agreement.

### **5.31 INDEMNIFICATION**

SUCCESSFUL BIDDER assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the SUCCESSFUL BIDDER's obligations under the SLA or otherwise for which the SUCCESSFUL BIDDER has assumed responsibilities including those imposed under any SLA, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed/hired/deployed/services utilized by the SUCCESSFUL BIDDER in connection with the performance/discharge of its obligations under the SLA. The SUCCESSFUL BIDDER shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the terms of the SLA and to protect the Bank during the tenure of the SLA.

- a. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the SUCCESSFUL BIDDER shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon. In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine/licenses/services supplied/rendered by the SUCCESSFUL BIDDER under the SLA or uses thereof, the SUCCESSFUL BIDDER agrees and undertakes to defend and / or to assist the Bank in defending, if Bank in its discretion so decides, at the SUCCESSFUL BIDDER's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank.
- b. Successful Bidder further agrees that it shall, at its own expense, cost, damages etc., defend or cause to be defended or, at its option, settle any claim or action ("Claim") brought against the Bank by a third party alleging that the use of the Licensed Material by the Bank infringes any Intellectual Property Rights of that third party. Subject to the other conditions of this section, Successful Bidder shall pay any compromise, settlement or judgment entered against the Bank with respect to any Claim and fully indemnify the Bank in respect of all costs and expenses relating to the Claim provided that the Bank notifies Successful Bidder in writing of the Claim immediately on becoming aware of it.
- c. No settlement of claim shall be deemed to be an admission of any liability by the Bank for the infringement alleged.
- d. If any Licensed Material becomes the subject of any Claim or if a court judgment is made that any Licensed Material does infringe, or if the use of licensing of any part of any Licensed Material is restricted, Successful Bidder at its option and expense shall:
  - ✓ obtain for the Bank the right to continue to use the Licensed Material;
  - ✓ replace or modify the Licensed Material so that it becomes non-infringing;
  - ✓ if none of the above (a) or (b) is possible, return the entire consideration received from the Bank for the Licensed Material on a pro rata portion basis,

The terms of this clause shall survive the termination of the SLA.

### **5.32 TAXES**

The rates quoted in Performa for Indicative Commercial offer should be inclusive of all taxes except GST. However, GST shall be paid to the bidder on actual basis at the rate applicable. The rate of



applicable GST should be informed and charged separately in the invoice generated for supply of the services.

### **5.33 GOVERNING LAW AND DISPUTES**

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of this Agreement or breach thereof shall be settled amicably within reasonable time. If, however, the parties are not able to find a resolution to issues amicably within reasonable time, the same shall be settled by arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996. The matter shall be referred to a sole arbitrator pursuant to issue of a notice of 30 days invoking arbitration in writing to the other party clearly setting out the specific dispute(s). For the appointment of sole arbitrator, Bank shall suggest a Panel of Arbitrators consisting three names out of which the Bidder may agree to any one. In case, Bidder fails to convey its determination within a period of 30 days from the date of receiving such names, Bank shall nominate a Sole Arbitrator out of the Panel of Arbitrators and the same shall be acceptable to Vendor. The award passed by sole Arbitrator shall be binding on the parties. The seat and venue of the arbitration shall be at Delhi. Any challenge including appeal to the arbitral award shall be subject to the exclusive jurisdiction of courts at Delhi. Bidder shall continue to work under the Agreement during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the approval of bank in writing that the events are such where work cannot possibly be continued or until the arbitrator's decision to the contrary, as the case may be, has been obtained by Bidder. However, during such a contingency, the Bank shall be entitled to make alternative arrangements to tackle the situation in any manner it deems fit, at the cost of the Bidder which may be adjusted by the Bank from the Performance Bank Guarantee and/or any amount to the credit of or payable to Bidder, being treated in default, so that the business of the Bank is not disrupted. Parties shall bear their own costs and cost of the Arbitrator shall be shared by the parties.

The venue of the arbitration shall be New Delhi.

- The language of the arbitration proceedings and that of all documents and communications between the parties shall be in English and a daily English record of such proceeding shall be maintained.
- This Agreement shall be governed by laws in force in India. Subject to the arbitration clause above, all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at Delhi, India only.
- In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith, in case of disagreement obligations mentioned in this clause shall be observed.
- Any appeal will be subject to the exclusive jurisdiction of courts at Delhi. All arbitration proceeding shall be conducted in English.

### **5.34 LIMITATION OF LIABILITY**

Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. In the following circumstances, limitation of liability shall not apply and the bidder shall be liable for amount of cost, damages, compensation, penalty etc. suffered by the bank: -

- Breach of the confidentiality provisions

- Liability for an infringement of a third party' s IPR by the bidder;
- Employment liabilities for bidder' s staff relating to the period of their employment with in contractual period while working with purchaser Bank and;
- Any other liability that cannot be capped or excluded as a matter of applicable law and imposed by the statutory authority/ government bodies/ court tribunals etc.
- Liability of the Vendor in case of gross negligence or willful misconduct attributable to the Vendor while providing services under this Agreement;
- Liability of the Vendor in case of fraudulent acts or willful misrepresentation attributable to the Vendor regarding the services provided under this Agreement;  
This limit shall not apply to third party claims.
- ✓ IP Infringement indemnity
- ✓ Bodily injury (including Death) and damage to real property caused by successful 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 successful bidder that gave rise to claim, under this tender.

### **5.35 INFORMATION SECURITY**

Successful Bidder upon selection will comply with all the present and future provisions of the Information Security Policy/Guidelines of RBI, Respective Govt. Agencies and the Bank and provide such regulatory requirements during the contract period. The supplied item/solution may be audited by RBI/any other Regulatory Authority and any observation pointed out by these bodies have to be complied by the successful bidder within the timelines stipulated by the regulatory agencies. The offered solution shall be subjected to Bank' s audit through off-site and on-site scrutiny at any time during the contract period. The auditors may be internal/ external. The successful bidder should provide solution and implementation for all the audit points raised by Bank' s internal/external team during the contract period, within the stipulated timelines.

### **5.36 DATA PROTECTION**

Successful bidder will comply with the digital personal data protection Act,2023 and will comply with all privacy and data protection provisions. Further it must be ensured that due care be taken while collecting and dealing with sensitive personal data or information. Web portal will be secured to avoid hacking, infusion of virus, unauthorized copying, tampering, etc. and all sort of security required as per law & practices to be adopted and implemented by bidder. Any breach of this Condition by the bidder shall be deemed to be a material breach of the Contract and the Bidder shall indemnify BANK from the against any costs, losses, damages, proceedings, claims, expenses or demands incurred or suffered by BANK which arise as a result of such breach. Bidder shall not use for publicity, promotion, or otherwise, any logo, name, trade name, service mark, or trademark or any simulation, abbreviation, or adaptation of the same of the Punjab and Sind Bank or any of its affiliate or the name of any Bank' s employee or agent, without Bank' s prior written express consent. The Bank may withhold such consent, in case so granted by it, in its absolute discretion. Violation thereof shall constitute a material breach of the terms of RFP and shall entitle the Bank to take appropriate actions as available to it in law and the RFP.

### **5.37 BUSINESS CONTINUITY PLAN:**

The Successful Bidder shall ensure to have effective business continuity and disaster recovery plan. The Successful Bidder shall develop and establish a robust framework for documenting, maintaining

and periodic testing of business continuity and recovery procedures and shall maintain a record of the same.

### **5.38 Adherence of Cyber Security Policy**

Successful Bidder should adhere to 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 have to 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 vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank.

Bidder has to 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 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 supplier agreement.

All information resources (online/in-person) of the vendors and its partners shall be made accessible to Regulatory Authority (RBI, Gol etc.) as and when sought.

Credentials of vendor/third party personnel accessing and managing the bank's critical assets shall be maintained and shall be accordance with bank's policy.

The Bank shall evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/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 vendors/bidders & partners.

Vendor criticality assessment shall be conducted for all partners & vendors. Appropriate management and assurance on security risks in outsources and partner arrangements shall be ensured.

### **5.39 Factor for calculation of Uptime for ATM**

**Calculation of percentage uptime:-**

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

Where:-

a)Downtime is the total time for which machine was in breakdown condition

b)Total time for the specified period (for example a month period it is  $30*24=744$ )

Exclusions for uptime for penalty calculations:

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

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

- 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.
- The bidders complying with all the guidelines in this regard and providing supporting documents along with the bid can only participate in this bid.
- 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

\*\*\*\*\*

**Bid Cover Letter****To be submitted by bidder along with bid documents (on letterhead of the Company)**

To

**The Deputy General Manager**

Punjab & Sind Bank  
 Head Office ATM Cell,  
 2nd Floor, Plot No. 151, Sector 44, Institutional Area,  
 Gurugram -122003

Sir

**Req.: OUR BID FOR REQUEST FOR PROPOSAL FOR SELECTION OF VENDOR FOR PROCUREMENT OF FOUR (04) MOBILE ATM VAN WITH ALLIED SERVICES UNDER OPEX MODEL THROUGH GEM PORTAL FOR ENGAGING ANYWHERE IN INDIA FOR TWO (02) YEARS.**

We submit our Bid Document herewith.

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.

We understand that if our Bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.

We understand that the Bank is not bound to accept the lowest or any bid received by the Bank, and the Bank may reject all or any bid; and it 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.

We understand that the names of short listed bidders after the completion of first stage (Technical Bid) and the name of the successful bidder to whom the contract is finally awarded after the completion of the second stage (Commercial Bid), shall be communicated to the bidders either over phone/e-mail/letter/notice board.

We, undertake, to upgrade the Operating System / kernel version and associated hardware components to latest available components without any additional cost to the Bank, if Operating System and or Hardware supplied are declared out of date/end of support.

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

Place: \_\_\_\_\_

**Signature of Authorized Signatory****Name of Signatory:****Designation:****Email ID:****Mobile No:****Telephone No.:****Seal of Company**

**Eligibility Criteria:**

S.N	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted	Details of proof submitted
1	The bidder should be registered is a company in India as per company Act 1956 or 2013. The Memorandum of Association (MOA) /Article of Association (AOA) should contain about the line of business sought in RFP.		Certificate of Incorporation / Registration Certificate issued by Registrar of companies along with Certificate of commencement of Business (if applicable). Memorandum & Articles of association and full address of registered office.	
2	<p>The Bidder should have average annual turnover of Rs.6.0 Crores from ATM related operations in the last three financial years i.e., 2021-22, 2022-23, 2023-24. (Not inclusive of the turnover of associate companies). The bidder should have positive net worth last three financial years in the last three years. The turnover must be the individual Company's turnover and not that of any group of Companies.</p> <p>OR</p> <p><i>Below clause is applicable for bidders who fall under the category of Micro &amp; Small Enterprise (MSEs) or Start-ups (Necessary valid documentary proof certifying the bidder as an MSE or Start-up needs to be submitted by the bidder)</i></p>		<p>Copy of the audited balance sheets of the company showing turnover of the company should be submitted.</p> <p>In Case of Micro and Small Enterprises (MSEs) registered under Udyam, Registration certificate is required. The certificate should be of latest but before the deadline for the bid submission.</p>	
3	Bidder should have Positive Net-worth (as EBIDTA i.e, Earning before Interest, Tax, Depreciation & Amortization) in last three year Financial years (2021-22, 2022-23, 2023-24).		Audited Financial statements for the relevant years to be submitted. Separate certificate from a Chartered accountant to be submitted.	
4	The Bidder should have minimum 2 years' experience in last 2 years in the line of activity i.e. in providing of mobile ATM to any Scheduled Banks and must have been presently catering their services to Scheduled Banks. The Bidders, must have executed the orders of similar nature and magnitude, successfully. The certificate, not older than one year to this effect from the organization should be furnished along with the technical bid. Letter of satisfaction and		Copy of the purchase / work order and Certificate of satisfactory completion and management of the work including product, integration & running successfully, by the authorized official of the Bank served.	

	successful completion is to be provided from the organization where the bidder has provided their services.			
5	Bidder should not be involved any litigation that impacts the solvency of the bidder.		Self declaration certificate should be duly signed by authorized signatory of the bidder on Company's letter head.	
6	Bidder must have requisite Central and State Labour Laws Compliance		Self declaration certificate should be duly signed by authorized signatory of the bidder on Company's letter head.	
7	As per Central Vigilance Commission (CVC) directives, it is required that Bidders/ OEMs /Supplier/bidders / Contractors observe the highest standard of ethics during the procurement, execution and continuation of such contracts in pursuance of this policy. Further, all bidders to submit and "PRE CONTRACT INTEGRITY PACT" as per Annexure-XV on non-judicial stamp paper of requisite value.		"PRECONTRACT INTEGRITY PACT" as per Annexure on non-judicial stamp paper.	
8	The Bidder must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding bidders <b>from a country which shares land border with India.</b> <i>Any bidder from a country which shares a land border with India will be eligible to bid in this RFP only if the bidder is registered with Department of Promotion of Industry and Internal trade (DPIIT). Bidder for the purpose of this RFP (including the term 'Agency')</i>		Undertaking to be submitted in <b>Annexure-29</b> and provide registration certificate issued by competent authority.	
9	The bidder should not have their Directors convicted of any criminal offence related to their professional conduct or making false statements or misrepresentations as to their qualifications to enter into a Procurement Contract within a period of two years preceding the last date of bid submission of RFP.		Statutory auditor/ CA to provide certificate. Bidder need to also provide certificate on companies' letter head.	

	If a bidder chooses not to disclose any such issue, and the same comes to Bank's notice at a later date, the Bank will be free to revoke any contract entered with the vendor and invoke Bank Guarantee at its discretion.			
10	Bidder and OEM should not have been Blacklisted/debarred by any Govt. / Govt. Agency/ Bank /IBA/ Financial Institution in India in the last 5 Years from the date of bid submission.		Self declaration certificate should be duly signed by authorized signatory of the bidder on Company's letter head.	
11	Vendor should not have been disqualified on account of indulging in unethical business practices, a certificate to this effect be made available by the bidder from their existing clients/ banks.		Self declaration certificate should be duly signed by authorized signatory of the bidder on Company's letter head.	
12	Subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/ management or partnership firms / LLPs having common partners should not participate in the bid process.		Self declaration certificate should be duly signed by authorized signatory of the bidder on Company's letter head.	
13	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.		Self declaration certificate should be duly signed by authorized signatory of the bidder on Company's letter head.	
14	Bidder should not be partially or fully owned/controlled/part of any financial institution or any payment platform. The bidder must be a non-Bank promoted entity.		Self declaration certificate should be duly signed by authorized signatory of the bidder on Company's letter head.	
15	Bidder should not have had any unsuccessful implementations (Contract termination) for non-performance in Mobile ATM Supply, Installation and operation in Total Outsourced Model in any of the earlier contracts with any Bank during last 5 years. A Self Certificate to this effect should be submitted by the bidder.		Self declaration certificate should be duly signed by authorized signatory of the bidder on Company's letter head.	
16	The Bidder having the following valid quality/assurance certification may be given preference.: 4. ISO 9001:2015—Quality Management System			



5. ISO 14001:2015—Environment Management System  
6. ISO 27001:2013-- Information Security Management Standards.

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

Appendix- B-1			
Annual Turnover and Profit			
(Rs in Crores)	As close business as on		
	31.03.2022	31.03.2023	31.03.2024
Annual Turnover			
Profit Before Tax			
Capital& Reserves			
Net worth			

#### NOTE

1. Bidder need to provide the readable copy of documents on site as well as in hardcopy for Technical Bid. All the hardcopy submitted online and offline should be duly seal and signed by the authorized person of firm/company/organization. No Photocopy or color scan copy will be accepted in hard bundled file submitted in response of technical bid.
2. In case any purchase order has been issued to the bidder by our Bank in respect of any other project/product and the same has not been delivered/executed even after the prescribed time period and if the delay is not accepted & approved by the Bank, the bid of the respective bidder is liable for rejection.
3. Bidder should submit detailed response along with documentary proof for all of the above eligibility criteria. The eligibility will be evaluated based on the bid and the supporting documents submitted. Bids not meeting the above eligibility criteria will be rejected.
4. Technical Evaluation will be done by Bank's technical evaluation committee and the decision of the committee will be final.
5. Bidders to submit relevant documentary evidence for all parameters mentioned.
6. Providing any wrong information by the bidder will result in disqualification of the bidder. The Bank may cross check above parameters by any means / during site visit.
7. **All Annexures** must be on the letter head of the Bidder, except those which are to be provided by statutory auditor/CA/third party.
8. All third party documents must be signed by their authorized signatory and his/her designation,

Official E-mail ID and Mobile no. should also be evident.

9. Bidder is also required to substantiate whether the person signing the document from his Company is authorized to do so on behalf of his/OEM's company respectively. Inability of the bidder to prove the genuineness/authenticity of document from his Company and from OEM Company may make the bid liable for rejection.

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

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company**

**Bidder Information**

Please provide following information about the Company (Attach separate sheet if required): -

S. No.	Information	Particulars / Response
1	Company Name	
2	Date of Incorporation	
3	Company Head Office Address	
4	Registered office address	
5	TIN/TAN No.	
6	Authorized Signatory's Name: Designation: Phone: Email:	
7	Whether MSME (quote registration no. and date of registration, copy to be attached)	
8	Whether bidder eligible for preference to domestically manufactured electronic products (DMEP) in government procurement vide notification dated 23.12.13 and guideline dated 16.11.15 as amended from time to time and updated in ministries web site – <a href="http://www.deity.gov.in/esdm/pm">www.deity.gov.in/esdm/pm</a> as applicable to the bank.	
9	<u>Bank Account Detail:</u> Account Number Account Name IFSC Bank Name	
10	Specimen Full signature and Initials of Authorized Signatory	<div style="border: 2px solid black; border-radius: 15px; padding: 10px; margin-bottom: 10px;">Initial</div> <div style="border: 2px solid black; border-radius: 15px; padding: 10px;">Signature</div>

11	Contact persons address, telephone number, mobile number, Fax Number, E-Mail ID. (give at least 2 contact persons details other than authorized signatory)			
12	Please mention turnover for last three financial years and include the copies of Audited Balance Sheet in support of it. This information is based on the Audited Financial Statements for 2021-22, 2022-23, 2023-24.	Year	Turnover Rs.(in Cr)	Profit/Loss Rs.(in lacs)
		2021-22		
		2022-23		
		2023-24		

**Yours faithfully,**

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company**

**Compliance Statement**  
**CERTIFICATE & DECLARATION**

**Reg: REQUEST FOR PROPOSAL FOR SELECTION OF VENDOR FOR PROCUREMENT OF FOUR (04) MOBILE ATM VAN WITH ALLIED SERVICES UNDER OPEX MODEL THROUGH GEM PORTAL FOR ENGAGING ANYWHERE IN INDIA FOR TWO (02) YEARS.**

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP including all annexure, addendum and corrigendum.

Compliance	Description	Compliance (Yes/No)
Terms and Conditions (General & Specific Both)	We hereby undertake and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of our bid).	
Scope of work and/ Technical Specification	We certify that the systems/services offered by us for tender conform to the Scope of work and technical specifications stipulated by you. (Any deviation may result in disqualification of our bid).	
RFP, Clarifications & subsequent Corrigendum/s, if Any.	We hereby undertake that we have gone through RFP, clarifications & Corrigendum/s issued by Bank and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of our bid).	

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

Place: \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**Performance Certificate**

**TO WHOM SO EVER IT MAY CONCERN**

In regards to the RFP floated by Punjab And Sind Bank, Ref No. --- dated ----, this is to certify that M/s-\_\_\_\_\_ has supplied Mobile ATM Van originally developed by \_\_\_\_\_(OEM name/Bidder Name) to our organization since\_\_\_\_\_ on total outsourced model.

The services provided by the M/s \_\_\_\_\_are satisfactory. The certificate has been issued on the specific request of the company.

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

Place: \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

Litigation Certificate

**Reg.: RFP FOR SELECTION OF VENDOR FOR PROCUREMENT OF FOUR (04) MOBILE ATM VAN WITH ALLIED SERVICES UNDER OPEX MODEL THROUGH GEM PORTAL FOR ENGAGING ANYWHERE IN INDIA FOR TWO (02) YEARS.**

**To be Provided by Statutory Auditor / Chartered Accountant**

This is to certify that M/s \_\_\_\_\_, a company incorporated under the company's act, 1956 with its headquarter at, \_\_\_\_\_ is not involved in any litigation which threatens solvency of the company.

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

**Place:** \_\_\_\_\_

**Signature of CA/Statutory Auditor**

**Name of CA/Statutory Auditor:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**Undertaking for Non- Blacklisted**

**To be provided on letter head of the Bidder's/OEM Company**

To,  
**The Deputy General Manager**  
Punjab & Sind Bank  
Head Office ATM Cell,  
2nd Floor, Plot No. 151, Sector 44, Institutional Area,  
Gurugram -122003

Sir,

**Reg.: RFP FOR SELECTION OF VENDOR FOR PROCUREMENT OF FOUR (04) MOBILE ATM VAN WITH ALLIED SERVICES UNDER OPEX MODEL THROUGH GEM PORTAL FOR ENGAGING ANYWHERE IN INDIA FOR TWO (02) YEARS.**

We M/s \_\_\_\_\_, a company incorporated under the companies' act, 1956 with its headquarters at, \_\_\_\_\_ do hereby confirm that we have not been blacklisted/ debarred by the Government / Government agency / Banks / Financial Institutions in India during last 5 years from the date of RFP.

This declaration is being submitted and limited to, in response to the tender reference mentioned in this document.

Thanking You,  
Yours faithfully,

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

**Signature of Authorized Signatory**  
**Name of Signatory:**  
**Designation:**  
**Email ID:**  
**Mobile No:**  
**Telephone No.:**

**Seal of Company:**



**Turnover Certificate**

**Reg.: RFP FOR SELECTION OF VENDOR FOR PROCUREMENT OF FOUR (04) MOBILE ATM VAN WITH ALLIED SERVICES UNDER OPEX MODEL THROUGH GEM PORTAL FOR ENGAGING ANYWHERE IN INDIA FOR TWO (02) YEARS.**

**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 2021-22, 2022-23 and 2023-24.:

<b>Financial Year</b>	<b>Turnover (Rs. In Lacs)</b>	<b>Profit Before Tax &amp; Depreciation (Rs. In Lacs)</b>	<b>Net Profit/Loss (Rs. In Lacs)</b>	<b>Tangible Net Worth (Rs. In Lacs)</b>
2021-22				
2022-23				
2023-24				

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

**Place:** \_\_\_\_\_

**Signature of CA/Statutory Auditor**

**Name of CA/Statutory Auditor:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**Manufacturer's (OEM/Bidder) Authorization Form (MAF)**

(To be provided on the Letter Head of the OEM duly signed & stamped by their Authorized Signatory, in case Bidder is not OEM of the Machine)

To  
**The Deputy General Manager**  
 Punjab & Sind Bank  
 Head Office ATM Cell,  
 2nd Floor, Plot No. 151, Sector 44, Institutional Area,  
 Gurugram -122003

Sir,

**Reg.: RFP FOR SELECTION OF VENDOR FOR PROCUREMENT OF FOUR (04) MOBILE ATM VAN WITH ALLIED SERVICES UNDER OPEX MODEL THROUGH GEM PORTAL FOR ENGAGING ANYWHERE IN INDIA FOR TWO (02) YEARS**

We hereby submit the following: -

1. We, M/s \_\_\_\_\_ are the OEM of \_\_\_\_\_ (Name of the product/Solution/Hardware), being offered to Punjab And Sind Bank through M/s \_\_\_\_\_ (Bidder's Name), who is our authorized Partner/representative in India for supply of this Product/Solution/Hardware/Services.
2. We, M/s \_\_\_\_\_ have the IP (Intellectual property) rights for the products being offered to Bank.
3. We agree to provide services as per the scope of work and technical specifications of this RFP through our partner M/s \_\_\_\_\_
4. With reference to the all components/parts/assemble/software/services used inside the company products/Hardware being quoted by us vide your tender cited above, we hereby undertake that all the components / parts / assembly used inside the company products/Hardware shall be original new components / parts / assembly / software /Services only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly are being used or shall be used.
5. We also undertake to provide any or all of the following materials, notifications, and information pertaining to the equipment and software solution supplied by us and distributed by the Vendor:
  - (a) Such equipment as the Bank may opt to purchase from the Vendor, provided, that this option shall not relieve the Vendor of any warranty obligations under the Contract; and
  - (b) In the event of termination of production of such equipment:
    - (i) Advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
    - (ii) Following such termination, furnishing at no cost to the Bank, operations manuals, standards, and specifications of the equipment, if requested.

6. We take complete Ownership of the complete solution (Hardware, Software & Services) being offered to Bank by M/s\_\_\_\_\_ (Bidder's Name).

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

Place: \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**Undertaking for Being the OEM**

To  
**The Deputy General Manager**  
Punjab & Sind Bank  
Head Office ATM Cell,  
2nd Floor, Plot No. 151, Sector 44, Institutional Area,  
Gurugram -122003

Sir

**Reg: RFP FOR SELECTION OF VENDOR FOR PROCUREMENT OF FOUR (04) MOBILE ATM VAN WITH ALLIED SERVICES UNDER OPEX MODEL THROUGH GEM PORTAL FOR ENGAGING ANYWHERE IN INDIA FOR TWO (02) YEARS**

We hereby submit the following: -

1. We, M/s \_\_\_\_\_ are the OEM of \_\_\_\_\_ (Name of the product/Solution/Hardware), being offered to Punjab and Sind Bank through M/s (Bidder's Name), who is our authorized Partner/representative in India for supply of this Product/Solution/Hardware.
2. We, M/s \_\_\_\_\_ have the IP (Intellectual property) rights for the products.
3. We agree to provide services as per the scope of work and technical specifications of this RFP.
4. With reference to the all components/parts/assemble/software used inside the company products/Hardware being quoted by us vide your tender cited above, we hereby undertake that all the components / parts / assembly used inside the company products/Hardware shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly are being used or shall be used.
5. In case of default/unable to comply with above at the time of delivery or during implementation, for the IT Hardware including hardware / software already billed, we agree to take back the supplied items without demur, if already supplied and return the money if any paid to us by you in this regard. We also take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our authorized Service Centre / Reseller / SI etc.
6. We take complete Ownership of the complete solution (Hardware & Software) being offered to Bank by M/s(Bidder's Name).

**Date:**  
**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**  
**Name of Signatory:**  
**Designation:**  
**Email ID:**  
**Mobile No:**  
**Telephone No.:**

**Seal of Company:**

**Undertaking for Having Service Support Centre in India Being The OEM Of  
The Offered Solution/Services**

To  
**The Deputy General Manager**  
Punjab & Sind Bank  
Head Office ATM Cell,  
2nd Floor, Plot No. 151, Sector 44, Institutional Area,  
Gurugram -122003  
Sir,

**Reg.: RFP FOR SELECTION OF VENDOR FOR PROCUREMENT OF FOUR (04)  
MOBILE ATM VAN WITH ALLIED SERVICES UNDER OPEX MODEL THROUGH GEM  
PORTAL FOR ENGAGING ANYWHERE IN INDIA FOR TWO (02) YEARS**

We hereby undertake the following: -

1. We, M/s \_\_\_\_\_ are the OEM/Bidder of \_\_\_\_\_  
(Name of the product/Solution/Hardware/Service), being offered to Punjab And Sind Bank  
through M/s \_\_\_\_\_  
\_\_\_\_\_(Bidder's Name), who is our authorized  
Partner/representative in India for supply of this Product/Solution/Hardware.
2. We confirm that we have Service Support centre/Resource Available in all location of India.

**Date:**  
**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**  
**Name of Signatory:**  
**Designation:**  
**Email ID:**  
**Mobile No:**  
**Telephone No.:**

**Seal of Company:**

Details of Technical Support Centres

Sr. No.	Location of Centres	Complete Address	Contact Person	Contact Numbers	Numberof Support engineer at Each centre
1					
2					
3					
4					
5					

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

**Signature of Authorized Signatory**  
Name of Signatory:  
Designation:  
Email ID:  
Mobile No:  
Telephone No.:

Seal of Company:

**Technical Specifications of ATM**

**Part-A: Technical Specifications of the ATM to be installed in Mobile ATM Van With Allied Services Under Opex Model Through Gem Portal For Engaging In Delhi Region For Two (02) Years.**

Sr. No.	Basic Common Configuration of the ATM	Compliance (Yes/No)	Remark
<b>1. Processor</b>			
1.1	9th Generation Intel® Core™ i3 Processor or higher with minimum 3 GHz or above with minimum 6 MB cache or above with support throughout the life cycle of machine. Intel Chipset with Intel/OEM Motherboard with support throughout the life cycle of machine		
1.2	8 GB DDR3 RAM or higher with scope to increase capacity whenever required Up to 16GB		
1.3	1xTB or higher SATA / e-SATA HDD (for OS)/ SSD HDD and 1xTB or higher SATA/e-SATA HDD/ SSD HDD (for camera image (Pin Hole +Cash Slot) and video) (Two individual 1TB SATA / e-SATA HDD required out of which One should be Surveillance Rated and shall be configured for storage of images).		
1.4	2 or more USB ports in front for front access ATM		
1.5	Hard disk encryption		
1.6	OS Hardening (with local firewall) guidelines issued by the OS supplier/bidder and the Bank's IS Policy should be strictly followed		
1.7	101 keys Keyboard (optional)- If provided, keyboard should be disabled by default.		
<b>2. Device Software</b>			
2.1	Software with CEN XFS 3.10/ equivalent software or above compliant and cross vendor support, documentation, and terminal diagnostics/ utilities and capable of running Multi-Vendor Software without any hardware changes. Testing, installation and operationalization of same without any additional cost to the Bank.		
2.2	Capable of supporting any Endpoint Protection/Whitelisting solution procured by Bank with a view to prevent malware including viruses, worms and Trojans should enter and affect the system.		
2.3	Application interface facilitating admin, reconciliation and MIS function		

2.4	Microsoft Windows 10 or higher / Linux OS/ Compatible OS with latest service pack. In case OS Provider/OEM declares end of support for supplied OS, the bidder has to replace the same with a supported OS including the supported hardware changes and upgrade to other supported OS platform (if any) without any cost to the Bank.		
2.5	OS Hardening (with Firewall). CASH DISPENSER adequately guidelines issued by the OS supplier/bidder and the Bank's IS Policy should be strictly followed.		
2.6	The password must meet the minimum length and upper case and lower case as per security policy defined by bank.		
2.7	Software with drivers (including for XFS devices), API documentation, and terminal diagnostics/utilities. OEM/Bidder is required to provide latest OS and Cen XFS/ equivalent software application version to support Regulatory requirement or Bank's need to support MVS and EPS applications during the contract period		
<b>3. Currency Chest</b>			
3.1	Chest lock like S&G / MAS Hamilton (DORMAKABA) etc. dual electronic combination lock of 6+6 digits with capability for onetime combination (OTC) and audit trail.  Further the dual electronic digital OTC lock with code generation and audit trail capability provided by the bidder must comply with RBI/2018-19/214 DCM (Plg.) No. 2968/10.25.007/2018-19 dt 14.06.2019 and any future amendment on the same.		
3.2	Alarm sensors for temperature status, seismic or vibration status and chest open status while sending signal/messages to Switch/Management Centre		
3.3	Terminal should be able to change automatically to Supervisory/Maintenance/Out-Of- Service mode & also capture the same in EJ, in following cases when:  (a) when cabinet/Hood Door is opened (b) Chest/Safe door is opened.  The Terminal should not dispense / initiate dispensation process when in Supervisory /Maintenance/Out-Of- Service mode except when required for Testing / fault resolution by Engineer.		
3.4	Terminal should be able to change automatically to In-Service/Transaction mode, after Chest door and Hood door is locked.		
3.5	EN 1 / UL 291 Level 1/CENL Certified Secure Chest or higher (Certificate issued in favor OEM as part of the Bid document)		
<b>4. Dispenser</b>			
4.1	Dispense minimum 40 currency notes per transaction.		



4.2	Dispense used notes		
4.3	Capable to retract notes but this functionality should be in disabled mode		
4.4	Indication (visible & audible) of proper insertion of all cassettes.		
4.5	2 x Double Pick Module, and 4 cassettes with unique lock & key for Cassette set of each ATM. All cassettes including purge bin should be lockable and latchable. (As per RBI guideline for cassette swaps in ATM RBI Circular RBI/2017-18/ DCM (Plg.) No.3641/10.25.007/201/2017-18 dated 12th April 2018)		
4.6	Reject BIN or Divert cassette bin with lock and key with capacity to hold minimum 300 notes or above.		
4.7	Each Cassette should hold minimum of 2500 currency notes.		
4.8	Capable of Multi currency dispensing		
4.9	Capable of dispensing all denominations Rs.50, Rs.100, Rs. 200/-, Rs.500/- as well as new denominations, if any, issued subsequently without any extra cost to the Bank. All cassettes should be adjustable to hold and dispense the currency notes if dimensions of currency notes are changed without any additional component requirement.		
4.10	Machines should not dispense soiled, mutilated notes		
4.11	Encrypted communication and trust relation should be established between PC core and dispenser.		
4.12	Should not have any hardware module sensors which could be accessible by any end consumer either during idle state or during transaction processing		
4.13	Multi-media dispenser with bunch presenter		
4.14	Friction / Vacuum pick technology or any other technology that is acceptable to the Bank.		
<b>5. Dip Card Reader (Hybrid)</b>			
5.1	Smart Card, Chip Card EMVCo Version 4.0 or later, as certified, with supporting EMVCo L1 LOA. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank. In case of certification, bidder to provide support without any cost to the Bank.		

5.2	EMVCo Level 2 approved terminal application/kernel. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank. In case of certification, bidder to provide support without any cost to the Bank.		
5.3	Should provide necessary certificates/approvals from VISA, Master Card, Amex, Union Pay, Rupay, and Discover including TQM (IFM) certificates. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.		
5.4	Card reader should be compatible to work with any valid EMVCo certified EMV Kernels.		
5.5	ATM should be ready for using the new EMV Chip Cards i.e. EMV Chip Card Reader enabled.		
5.6	Dip Smart Card Reader with anti-skimming device and anti-shimming device installed and integrated with the card reader of the ATM. Details of the anti-skimming technology / device to be enclosed. The bank is looking for a comprehensive skimming protection solution which achieves the following: - i) Senses unauthorized attachment of any device on the card reader module, ii) Sends the signal to switch and further to the Remote ATM Management Centre of the bidder and Online Monitoring Solution of the Bank, Capable of enabling the switch to put the machine Out- Of-Service as well as block the card reader from accepting any more card insertions. XFS/ equivalent software needs to send out error status so that the SNMP/MVS can pick it up and notify the monitoring system. iv) Should be equipped with solution/device for protecting from Deep insert skimming and shimming.		
5.7	Communication link between the card reader and system should be encrypted by latest encryption standards. (This is between the Card Reader and the ATM)		
5.8	Card reader should be capable of disabling reading the magstripe as and when required by the Bank. If physical visit is required for disablement, bidder to arrange the same at no additional cost to the Bank		
5.9	Capable to read magnetic tracks 1 & 2		
5.10	Dip Smart Card Reader with capability to read track 1& 2		
5.11	Smart card/chip card EMV Version 4.0,Level 2 approved terminal resident application		
5.12	Software, firmware, license for using Smart card, Chip card & magnetic strip on ATM.		

5.13	ATM must also have biometric authentication capability with finger –print reader as per Aadhaar specifications and same is required from the initial stage. The Device must STQC / UIDAI Certified and Equipped with RD Services		
5.14	Secure Biometric scanner that supplies the finger print data to the ATM switch in 800 byte ANSI-INCITS 378- 2004 templates in Hex. The Biometric Scanner should be of good quality capable of accepting finger scans in one go and should be STQC certified and compatible with AEPS & Aadhaar specifications		
<b>6. Customer Interface</b>			
6.1	Size : 15” minimum LCD/ LED or higher touch screen with standard bright and full screen display		
6.2	Touch screen Type: IP65 Rating(Optional)/Capacitive/Infrared with or without FDK. Touch Screen (with support for visually handicapped through Function Keys/EPP wherever required).Braille stickers and text speech device on all devices as per requirement to support the visually challenged		
6.3	Vandal screen with Privacy filter. Resistance to Indian weather, vandal proof and pertinent to and Indian usability condition		
6.4	Rugged spill proof Triple DES enabled keyboard with polycarbonate tactile/stainless Steel EPP pin pad. EPP Keypads to be PCI-PTS compliant with sealed metal keypad. PIN Pads shall be covered to prevent PIN disclosure via shoulder surfing. EPP should be designed so as to prevent overlaying of fake pin pad. Forcible removal of EPP should bring the machine down resulting in loss of data stored in the EPP, so as to prevent compromise even with high-end decryption. Please provide details of the technology / solution. Should accompany with PCI certificate. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank. EPP Pin Pad Should be with Braille Embossings.		
6.5	ATM should be capable for providing virtual keyboard for entering Aadhar/Debit Card		
6.6	All devices to have features as per requirements to support the visually challenged. All ATM to meet the requirement of ‘Talking ATM (needs to ensure that Braille supported keys(Pin Pad, Function Keys, Locations of key devices, Audio jack) are present on the ATM. Software can support with voice guidance/headphone audio from the MVS software standpoint.		
6.7	Trilingual Screen Support (English, Hindi, Regional Language), in static graphics(PCX, JPEG, etc) and video files(incl. MP4), GIF etc.		
6.8	Terminal should be capable to display graphic screen and video files in commonly available picture formats (MPEG, MP4, PCX, JPEG, BMP etc.).		
6.9	Provide Text-to-Speech (TTS) support in English, Hindi		

6.10	Terminal should be capable to integrate with custom/3rd party Text-to-Speech (TTS) software.		
6.11	Terminal should report status whether headphone is present/ not present in headphone jack to the monitoring system so that either speaker or jack remain functional.		
6.12	Voice guidance support with internal speakers & headphone jack 5 (hardware as well as software both to be provided with ATM). Capable of voice guidance to the customer and digitalized wave files in the Indian accent for the same in Hindi & English with third language as regional language to be provided by the vendor. There should be support for text to speech for full-fledged voice guidance solution implementation without any extra cost to the Bank.		
6.13	Braille stickers on all devices as per requirements to support visually challenged		
6.14	Adherence to Persons with Disability standards compliance – give details; Access For All (AFA) compliant and suitable for wheel chair based operation for physically challenged		
6.15	ATM should have PIN pad shield covering all three sides to avoid shoulder surfing and capture by the external cameras		
6.16	ATM should have Rear View Mirrors covering major area of the site which allow users to see what is happening behind to avoid shoulder surfing		
6.17	MPEG - 4 full motion video support, and support for common video codecs.		

**7. Integrated ATM Surveillance Solution**

7.1	The resolution of the camera should be sufficient enough to capture the quality image of the object for clear identification		
7.2	Solution must provide an interface to browse, search and archive the stored images on hard disk or external media.		
7.3	Solution must be able to capture & stamp the transaction information (card number masked to comply with PCI-DSS ) on the images and videos		
7.4	The solution must have a search facility to locate an image/event by date & time, card no., transaction reference no. and ATM ID.		
7.5	The image surveillance solution must not degrade the performance of ATM/ CD, e.g. speed of normal transaction.		
7.6	The image surveillance hardware should be integrated within the ATM.		
7.7	ATM must be capable of performing under extreme conditions. Temperature : 0 degree Celsius to +50 degree Celsius (Without Air Conditioner) Humidity :5 to 95 % (Without Air Conditioner)		

7.8	Solution should be able to integrate with any Multi- Vendor ATM Software available with Bank to facilitate the pulling of images centrally.		
<b>8. DES Chip / Security</b>			
8.1	Capable of Supporting Remote key Management – Triple DES /RSA with encryption / verification / validation software chip, Certificate or Signature-based.		
8.2	Triple DES chip with encryption/ verification/ validation software. Should support AES without any additional hardware		
8.3	Online Terminal Security Solution for managing the security parameter i.e. Operating System (OS) Hardening, Disk encryption, Support for Full hard disk encryption(FHDE),provide one time code for secured access (with a validity of 15 minutes), Reboot machine centrally, Access Management and BIOS PASSWORD, Allowing for specific remote user management, Support for One Time expiring passwords, Support for online and offline password management.		
<b>9. Connectivity</b>			
9.1	Should have Network Interface Card(NIC) 10/100/1000 Mbps		
9.2	Should be capable of connecting to the existing ATM Switch (Base 24), using existing device handlers at no additional cost to the Bank. The applicant, if selected, must provide switch certification, only from Base 24 Switch for the present, at the time of submitting the response to RFP, failing which the Bank reserves the right to disqualify the applicant from further procurement process.		
9.3	Must support TCP/IP, TLS1.3 & above (downgradable to TLS 1.2), UDP and shall provide required software, if any. If Upgradation required, Bidder need to provide on FOC basis to Bank. Bank will confirm only switch support. All support like License cost, implementation or field rollout will be under scope of Bidder only without any additional cost to the Bank.		
9.4	Should be capable of connecting to the Bank's ATM Switch–IST – using existing device handlers at no additional cost to the Bank		
9.5	Should support IPv4 addressing and be ready for IPv6 ready (DUAL STACK)/IPV6 native. Ability to perform IPv4- IPv6 integration, if required at no additional cost to Bank.		
9.6	Ability to support multiple NIC to enable multiple connections.		
9.7	ATM should be preloaded with CEN XFS 3.10/ equivalent software or higher compliant layer and should be capable of running multi-vendor software without any hardware / operating system changes. If XFS need to upgrade for support any Banks software/any other outsource software, same need to upgrade by Bidder only on FOC		

	basis without any cost to the Bank.		
9.8	Software required for connecting the ATM to Bank's own Network shall be provided by the Bidder		
9.9	Bidder to provide utility for converting the files, containing transaction details, into ASCII format		
<b>10. Receipt Printer</b>			
10.1	Machine should print customer slip in HINDI and English and regional languages. (Needs to ensure that the printer driver/firmware supports multiple font printing for English and Hindi. However language other than English may be printed as image base printing)		
10.2	Printer driver/firmware needs to support Hindi, English and regional Indian type fonts/specification.		
10.3	Minimum 40 column Graphic Thermal Receipt printer with dual mode printing		
<b>11. Electronic Journal(EJ)</b>			
11.2	EJ should be non-editable with encryption or with checksum or any other solution to prove the authenticity of EJ before a third party such as the Regulator (RBI), Courts, Banking Ombudsman, Police Authorities etc.		
11.3	Bidder will provide its own monitoring software/third party software/agent for EJ Pulling & Software/Content Distribution/Screen pushing for ATM. Successful Bidder will ensure to include these software/agent & screens in their customized build (i.e. compatible with bank's Switch) at no extra cost. If Bank gives, any other MSP/own EJ agent with machine software will be tested, customized in build & deployed at terminal without any cost to the Bank. In case any Bidder support required for such task for masking and unmasking of EJ then Bidder will provide support on FOC basis. ATM should be capable of supporting a third party software agent such as SDMS (Scientific Data Management System)/ Infobase / Radia, etc. In case any modification required in software due to any compatibility issue, Bidder will provide such support without any cost to Bank.		
11.4	Electronic journal to be written on ATM hard disk and replicated on the second hard disk, which records images. The solution should include a EJ viewer.		
<b>12. Software Agent</b>			
12.1	Capable of supporting any Multi-Vendor Software Application procured/available with the Bank. Bidder is required to support other MVS also in case Bank changes its current MVS during the		

	contract period.		
12.2	ALL ATM to be enabled with Electronic Journal (EJ) with capabilities to store EJ for multiple days. ATM to be preloaded with a certified software agent of Bank's Managed Services / other Vendors during the time of installation without any extra cost to the bank. The ATM should be capable of supporting a third party software agent such as SDMS / Infobase / Radia, etc. The Agent should conform strictly to the IBA/NPCI guidelines. The Bidder also agrees to install any software selected by the Bank at no cost to the Bank during initial installation of ATM.		
12.3	Should be capable & interfaced with the Bank's Switch– Base 24. Bidder to provide proof of certification and/or actual integration with Base 24 switch		
12.4	Software for reading the EMV chip cards. Smart card/chip card EMV Version 4.0, Level 2 approved terminal resident applications. Copy of Level 2 Approval certificate to be enclosed		
12.5	Machine hardware & software should be compatible for Remote diagnostic agent to diagnose problems with the machine including but not limited to predicting part failures. If any modification is required in hardware & software for support the Bank's /any third party Remote diagnostic agent, same should be provided by bidder at no extra cost to the Bank.		
<b>13. Media Status</b>			
13.1	Low and media empty warning for all items viz.currency notes, consumer printer roll etc.		
<b>14. Power</b>			
14.1	In-built SMPS to work on 230V 50 Hz power supply.		
14.2	Support input voltage of 230V AC /50 Hz with +/- 5% variation.		
14.3	ATM should have Low Carbon Footprint i.e. Low Power consumption in operation as well as in idle condition.		
<b>15. Maintenance</b>			
15.1	Should provide hardware, software and MIS (Keyboard, Mouse etc.) for day-to-day operations required by the custodian.		
<b>16. Biometric</b>			
16.1	Should be UIDAI certified device for biometric capture and authentication. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.		

16.2	Support Biometric Based Authentication API version 2.0 specifications (should be UIDAI certified biometric device for biometric capture and authentication). On expiry of certificate, it should be replaced with valid certificate at no additional cost to the bank.		
16.3	Bidder to provide RD server license, support & integration free of cost to Bank for the contract period including AMC as mentioned below: 1. Integration with RD bidder  2. Integration of RD with ATM application in conformity with ATM switch. License cost if any including RD maintenance without any additional cost.		
<b>17. Testing/Software Testing</b>			
17.1	The necessary technology/ application/ hardware for supporting card based, cardless and bio metric transactions should be available ab-initio.		
17.2	Should provide necessary resources including paper rolls (for receipt printer, journal printer etc.) for lab testing purpose at no additional cost.		
17.3	Should provide test notes & test firmware for ATM testing, at no additional cost to the Bank. The test notes & firmware will be used only for lab-testing purposes.		
17.4	Should provide necessary resources including paper rolls (for receipt printer, journal printer etc.) for lab testing purpose at no additional cost		
17.5	L-3 Certification with MasterCard, Visa, Rupay or any other provider ,Bidder should support bank for the certification without any cost to Bank		
<b>18. Hardware</b>			
18.1	Co-ordinated LED Lights Indicators at Card Reader, Cash slot dispenser, Receipt printer. (Optional for Keypad, FDK keys). The LED Lights at these places will blink accordingly during the course of transaction attracting the attention of the customer to that part of the machine.		
18.2	Card reader slot: When machine wants the customer to pull out his/her card		
18.3	Keypad (optional) Whenever the machine needs input from Keypad		
18.4	FDK Keys (Optional): Whenever the machine needs input from FDK keys.		
18.5	Cash slot dispenser: When cash is presented at the cash slot for the customer to take it.		



18.6	Receipt printer slot: Whenever any receipt is out from the machine for txns. like mini statement, failed transaction etc.		
18.7	There should be 8 FDK keys with Braille Impressions (4 on either side of the Screen) for selecting the various options being displayed on the Screen. (optional)		
18.8	Terminal should have unique key for each terminal hood lock and outer chest door. Vendor to provide two set of keys for hood and outer chest door to Bank.		
18.9	LAN cable and Power cable hole should be available only at lower side (back/right/left) of the terminal that is feasible for concealment of wires.		
<b>19. Interface for ATM and Switch Connectivity</b>			
19.1	Vendor to provide utility for converting the Cash Dispenser files, containing transaction details, into ASCII format.		
<b>20. Maintenance</b>			
20.1	Should provide hardware, software and MIS (Keyboard, Mouse etc.) for day-to-day operations required by the custodian. If Bidder ensured that daily, operation can be handle with their existing infra of machine i.e. with touch or FDK or EPP then Bidder not need to provide keyboard and mouse with machine.		
<b>21. Alert Generation and Proactive Steps</b>			
21.1	Machine should generate alert and sent to ATM switch for below incidents: Blocking of Card Reader Blocking of PIN Hole Camera Blocking of Cash Slot Camera Shutter Tampering		

**Note:**

1. The bidder should provide a compliance statement for all the above specification of technical requirements against each item.
2. All relevant product information such as user manuals, technical specifications sheet etc should be submitted along with the offer. Failure to submit this information along with the offer could result in disqualification of the bid.

**Date:**

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**Part-B: Functional Specifications of ATM:**

Functional Specifications: Cash Dispenser and the software to be provided should have the capability of performing the following functions through Display Menu:

<b>S.No</b>	<b>Requirement</b>	<b>Compliance (Y/ N)</b>
1	Withdrawal of Cash (ONUS) -With Card -Cardless -OFFUS withdrawal	
2	FASTCASH	
3	Balance Inquiry	
4	MINI STATEMENT	
5	DCPIN / GREEN PIN generation	
6	Transfer of Fund -Card to Card - Self account -Within Bank account	
7	IMPS -Registration -Fund transfer	
8	Credit Card Bill payment	
9	Aadhar Registration	
10	Mobile Banking Registration	
11	Lead Generation -Withdrawal -Deposit	
12	Cheque Book -Request -Stop	
13	IMT	
14	Complaint Registration	
15	Choice of Language	
16	Support for all Card Schemes – VISA/Master/RuPay/Diners/AMEX etc.	
17	Transaction Detail / Receipt Printing with following details <ul style="list-style-type: none"><li>• Device ID, Date and Time</li><li>• Location Code (Alphanumeric)</li></ul>	

	<ul style="list-style-type: none"> <li>• Card no.</li> <li>• Account No.</li> <li>• Name of account holder</li> <li>• Transaction SL No.</li> <li>• Amount</li> <li>• Description of transaction</li> </ul>	
<b>18</b>	Admin functions for Cash Management reconciliation	
<b>19</b>	Should allow cancelling a transaction before its execution. (Appropriate message should appear guiding the customer)	
<b>20</b>	On-screen instructions <ul style="list-style-type: none"> <li>· Videos detailing transaction steps</li> <li>· Flashing lead-through indicators</li> <li>· Consumer-guidance labels</li> <li>Distinguishing icons</li> </ul>	
<b>21</b>	MIS Reports on: <ul style="list-style-type: none"> <li>• All Dispense Transaction</li> <li>• Denomination-wise Cash Balance Report</li> <li>• Transactions where account debited but dispense not done</li> <li>• Reconciliation reports</li> <li>• Admin function reports Complete List of MIS Reports to be enclosed</li> </ul>	

**Date:**  
**Place:** \_\_\_\_\_

**Signature of Authorized  
Signatory Name of Signatory:  
Designation:  
Email ID:  
Mobile No:  
Telephone No.:**

**Seal of Company:**

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

Ref: Bank Guarantee # Date : \_\_\_\_\_

To  
**The Deputy General Manager**  
Punjab & Sind Bank  
Head Office ATM Cell,  
2nd Floor, Plot No. 151, Sector 44, Institutional Area,  
Gurugram -122003

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 "Selection Of Vendor For Procurement Of Four (04) Mobile ATM Van With Allied Services Under Opex Model Through Gem Portal For Engaging Anywhere In India For Two (02) Years" **Tender Ref No.** \_\_\_\_\_ **dated** \_\_\_\_\_. An irrevocable Financial Bank Guarantee (issued by a Nationalized /Scheduled Commercial Bank) against Earnest Money Deposit amounting to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_) valid up to \_\_\_\_\_ is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the bid document. M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ has undertaken in pursuance of their offer to Punjab & Sind Bank (hereinafter called as the beneficiary) dated \_\_\_\_\_ has expressed its intention to participate in the said bid and in terms thereof has approached us and requested us \_\_\_\_\_ (Name of Bank) \_\_\_\_\_ (Address of Bank) to issue an irrevocable financial Bank Guarantee against Earnest Money Deposit (EMD) amounting to Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) valid up to \_\_\_\_\_. We, the \_\_\_\_\_ (Name of Bank) \_\_\_\_\_ (Address of Bank) having our Head office at \_\_\_\_\_ therefore Guarantee and undertake to pay immediately on first written demand by Punjab & Sind, the amount Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) without any reservation, protest, demur and recourse in case the bidder fails to comply with any condition of the bid or any violation against the terms of the bid, without the beneficiary needing to prove or demonstrate reasons for its such demand. Any such demand made by said beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder. This guarantee shall be irrevocable and shall remain valid up to \_\_\_\_\_. If any further extension of this Guarantee is required, the same shall be extended to such required period on receiving instructions in writing, from Punjab & Sind Bank, on whose behalf guarantee is issued. "Not withstanding anything contained herein above our liability under this bank guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).

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

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

## Bid Security Declaration

To  
**The Deputy General Manager**  
Punjab & Sind Bank  
Head Office ATM Cell,  
2nd Floor, Plot No. 151, Sector 44, Institutional Area,  
Gurugram -122003

Dear Sir,

We, the undersigned, declare that:

We , M/s.....(herein referred as bidder) understand that, according to bid clause, bids may be supported with a Bid Security Declaration, therefore rather than submitting the Earnest Money Deposit Form as attached at **Annexure 14**: Bank Guarantee Form of the RFP, 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 (EMD Value : Rs.3,00,000) fixed for participation in RFP "Selection Of Vendor For Procurement Of Four (04) Mobile ATM Van With Allied Services Under Opex Model Through Gem Portal For Engaging Anywhere In India For Two (02) Years" 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.....:-

- I. Fails to honor submitted bid; and/or
- II. Withdraws/modify its bid during the period of bid validity; and / or
- III. Fails to sign the contract in line with the terms of the RFP; and/or
- IV. Fails to accept the correction of its Bid price pursuant to Clause 10.8; and/or
- V. Fails to furnish performance Bank Guarantee in the format as per **Annexure 16**; and /or
- VI. Fails to sign the contract and submit the Performance Bank Guarantee as per the terms of RFP and/or
- VII. 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.

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 earlier.

**Signature of Authorized Signatory**  
**Name of Signatory:**  
**Designation:**  
**Email ID:**  
**Mobile No:**  
**Telephone No.:**

**Date:**  
**Place:**

**Seal of Company:**

**Pre-Contract Integrity Pact**

(To be stamped as per the Stamp Law of the Respective State)

Between

Punjab & Sind Bank (PSB) hereinafter referred to as "**The Principal**", and  
\_\_\_\_\_ hereinafter referred to as "**The Bidder/ Contractor**"

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/ s for \_  
\_. The Principal values full compliance with all relevant laws of the land, rules, and regulations, economic use of resources and of fairness I transparency in its relations with its Bidder(s) and I or Contractor(s). In order to achieve these goals, the Principal has appointed 1. Sh. Asha Ram Sihag and 2. Aditya Prakash Mishra as Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 - Commitments of the Principal**

(1)The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential I additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

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

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

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

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

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

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

certifications, subsidiary contract submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. 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.
- d. 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.
- e. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

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

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

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

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

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

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

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

(2)If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process

or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

(1) The vendor shall not sub-contract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor 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.

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

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

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

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

(2) 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.

(3) 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.

(4) 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.



(5)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.

(6)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.

(7)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.

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

### **Section 9 - Pact Duration**

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

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

### **Section 10 - Other provisions**

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

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

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

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

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

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

\_\_\_\_\_  
(For & On behalf of the Principal)

(Office Seal)

Place -----

Date -----

Witness 1:  
(Name & Address)

\_\_\_\_\_  
(For & On behalf of Bidder /  
Contractor)

(Office Seal)

Witness 2:  
(Name & Address)

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

Tender Reference No:

Date:

To  
**The Deputy General Manager**  
Punjab & Sind Bank  
Head Office ATM Cell,  
2nd Floor, Plot No. 151, Sector 44, Institutional Area,  
Gurugram -122003.

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 Procurement Of Four (04) Mobile ATM Van With Allied Services Under Opex Model Through Gem Portal For Engaging Anywhere In India For Two (02) 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. "

1.WHEREAS pursuant to a Request for Proposal dated..... (hereinafter referred to as RFP, issued by Punjab & Sind Bank, HO ATM Cell 2nd Floor, Plot No.151, Sector 44, Institutional Area, Gurugram-122003 in response of (Vendor / Bidder), has awarded the Contract valued Rs.....and appointed.....as VENDOR for Procurement Of Four (04) Mobile ATM Van With Allied Services Under Opex Model Through Gem Portal For Engaging Anywhere In India For Two (02) Years under Rate Contract **Tender Ref No.**\_\_\_\_\_

**dated** \_\_\_\_\_ .vide Appointment letter / Purchase Order No.....dated.....on the terms and conditions as set out inter-alia in the said RFP and in the Appointment Letter / Purchase Order.

3.WHEREAS you have in terms of the said Appointment letter / Purchase Order called upon Vendor to furnish a Performance Guarantee, for Rs.....Rupees only), equivalent to.....of the Contract value, to be issued by a Bank in your favour towards 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, Rs.....(Rupees.....only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of .....of any of the terms and conditions of the Contract and in the event of.....committing any default or defaults in carrying out any of the work or discharging any obligation under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto including non-execution of the Agreement as may be claimed by you on account of breach on the part of .....of their obligations or default in terms of the said Appointment letter / Purchase Order.

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

7. You will have the fullest liberty without our consent and without affecting our liabilities under this Guarantee from time to time to vary any of the terms and conditions of the said appointment letter or the Contract to be made pursuant thereto or extend the time of performance of the Contract or to postpone for any time or from time to time any of your rights or powers against 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 against .....hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Guarantee.

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.

12. This Guarantee shall not be affected by any change in the constitution of \_\_\_\_\_or nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

13. This Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

14. We further agree and undertake to pay you the amount demanded in writing irrespective of any dispute or controversy between you and \_\_\_\_\_ in any suit or proceeding pending before any court, Tribunal or Arbitrator relating thereto, our liability under these presents being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment hereunder and \_\_\_\_\_shall have no claim against us for making such payment.

15. We have the power to issue this Bank Guarantee in your bank's favour as the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by our Bank.

16. Our authority to issue this guarantee may be verified with our Controlling Office situated at \_\_\_\_\_(full details of persons to be contacted address and phone Numbers etc).

17. Notwithstanding anything contained herein above;

i) Our liability under this Guarantee shall not exceed Rs \_\_\_\_\_(Rupees \_\_\_\_\_only )

ii) This Guarantee shall be valid and remain in force up to \_\_\_\_\_plus the Claim period of . ... months and including the date \_\_\_\_\_ and

iii) We are liable to pay the guaranteed amount or any part thereof under this Guarantee only and only if you serves upon us a written claim or demand for payment on or before the expiry of this Guarantee.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

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

**ANNEXURE – 17**

Undertaking Letter on the vendor's letterhead for Central Minimum Wages Act & Labour Laws

To  
**The Deputy General Manager**  
Punjab & Sind Bank  
Head Office ATM Cell,  
2nd Floor, Plot No. 151, Sector 44, Institutional Area,  
Gurugram -122003

**Dear Sir,**

Sub: **RFP FOR SELECTION OF VENDOR FOR PROCUREMENT OF FOUR (04) MOBILE ATM VAN WITH ALLIED SERVICES UNDER OPEX MODEL THROUGH GEM PORTAL FOR ENGAGING ANYWHERE IN INDIA FOR TWO (02) YEARS**

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

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The bidder has to ensure that the payment towards services is in consonance with the Central Minimum Wages Act & Labour Laws. All the employees/operator deployed by the vendor for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident fund and ESIC facility standard. **(Proof of compliance and labour license needs to be submitted along with the quotation).**

Yours faithfully,

**Date:**  
**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**  
**Name of Signatory:**  
**Designation:**  
**Email ID:**  
**Mobile No:**  
**Telephone No.:**

**Seal of Company:**

**Escalation Matrix (Bidder)**

To  
**The Deputy General Manager**  
 Punjab & Sind Bank  
 Head Office ATM Cell,  
 2nd Floor, Plot No. 151, Sector 44, Institutional Area,  
 Gurugram -122003

**Dear Sir,**

Sub: **RFP FOR SELECTION OF VENDOR FOR PROCUREMENT OF FOUR (04) MOBILE ATM VAN WITH ALLIED SERVICES UNDER OPEX MODEL THROUGH GEM PORTAL FOR ENGAGING ANYWHERE IN INDIA FOR TWO (02) YEARS**

We hereby submit the escalation matrix of our organization (M/s. \_\_\_\_\_) for "Procurement Of Four (04) Mobile ATM Van With Allied Services Under Opex Model Through Gem Portal For Engaging Anywhere In India For Two (02) Years" related issues as following:-

Sl. No.	Escalation Level	Name	Designation	Contact No.	Email ID
1.	Escalation Level 1				
2.	Escalation Level 2				
3.	Escalation Level 3				
4.	Escalation Level 4				
5.	Escalation Level 5				

**Date:**

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**ANNEXURE – 19**

**Certificate Regarding RFP For Selection Of Vendor For Procurement Of Four (04) Mobile ATM Van With Allied Services Under Opex Model Through Gem Portal For Engaging Anywhere In India For Two (02) Years**

(To be provided on letter head of Bidder)

We M/s \_\_\_\_\_, have directly participated in the captioned RFP and hereby undertake that we fully comply, without any deviation, with the Order (Public Procurement No.1) dt:23.07.2020 issued by Ministry of Finance, Department of Expenditure regarding Restriction under Rule 144(xi) in the GFR 2017.

The following is the details of Share Holding structure of our Company and our Parent Company:

**Bidder Name:**

**Registered Address of the Bidder:**

<b>Shareholding structure of the Bidder as on 31.03.2024</b>		
<b>%age of shares held</b>	<b>Name of holding Company/Individual</b>	<b>Registered Address of the share holding company/Individual</b>

**Bidder's Parent Company &/ Owner/Beneficial Owner Name:**

**Registered Address of the Bidder's Parent Company:**

<b>Shareholding structure of the Bidder's Parent Company as on 31.03.2024</b>		
<b>%age of shares held</b>	<b>Name of holdin Company/Individual</b>	<b>Registered Address of the share holding company/Individual</b>

If at any time our undertaking is found false or non-compliant with the above order of the Ministry of Finance, Bank may immediately terminate the contract and may take legal action in accordance with the law.

**Date:**

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**



**CERTIFICATE FOR TENDERS FOR WORKS under Rule 144 (xi) in the General Financial Rules (GFRs), 2017**

To  
**The Deputy General Manager**  
Punjab & Sind Bank  
Head Office ATM Cell,  
2nd Floor, Plot No. 151, Sector 44, Institutional Area,  
Gurugram -122003

**Dear Sir,**

Reg: **RFP For Selection Of Vendor For Procurement Of Four (04) Mobile ATM Van With Allied Services Under Opex Model Through Gem Portal For Engaging Anywhere In India For Two (02) Years**

We, M/s. \_\_\_\_\_ are a private/public limited company/LLP/Firm <strike off whichever is not applicable> incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 <strike off whichever is not applicable>, having its registered office at hereinafter referred to as "Bidder/Seller" which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns.

This is to certify that we have read the clauses stated in the Office Memorandum issued by Ministry of Finance on the Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 dated 23 July 2020 and amendments & clarifications hereto regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. We certify that the Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regard and is eligible to be considered.

We also accept that if such certificate given by the Bidder if our bid is accepted and is found to be false; this would be a ground for immediate termination and further legal action in accordance with law.

**Date:**

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**Certificate for Withdrawal of Services**

Reg: **RFP For Selection Of Vendor For Procurement Of Four (04) Mobile ATM Van With Allied Services Under Opex Model Through Gem Portal For Engaging Anywhere In India For Two (02) Years**

We refer to the captioned RFP in which we M/s. \_\_\_\_\_ have participated as a bidder.

In terms of the Provisions of the captioned RFP, any of the services mentioned under the Scope of Work (of this RFP) can be withdrawn, fully or partially, by PSB by giving a notice of 30 days at any time during the contract period. We understand that the restriction to terminate the contract within the half of the contract period shall not in any way restrict the right of PSB to withdraw any service at any time during the contract period with the mandated 30 days' notice.

We understand that the right to withdraw any service during the tenure of the Contract is without prejudice to any other provision of the RFP and we undertake not to dispute any such withdrawal of service or claim any commercials for the service(s) withdrawn.

**Date:**

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**Pre Bid Query Format**

**(To be submitted in MS- Excel file format)**

Name of the Bidder:

Name of the Contact Person of the Bidder: Contact Number  
of the Contact Person:

Email Id of the Contact Person:

<b>Sr. No</b>	<b>Page No.</b>	<b>Clause No.</b>	<b>Clause</b>	<b>Query</b>	<b>Bank's Response</b>

**Undertaking for Bug Free Software**

To  
**The Deputy General Manager**  
Punjab & Sind Bank  
Head Office ATM Cell,  
2nd Floor, Plot No. 151, Sector 44, Institutional Area,  
Gurugram -122003

**Dear Sir,**

Reg: **RFP For Selection Of Vendor For Procurement Of Four (04) Mobile ATM Van With Allied Services Under Opex Model Through Gem Portal For Engaging Anywhere In India For Two (02) Years**

We, M/s \_\_\_\_\_ are the OEM of terminal with application software, which are being offered to Punjab and Sind Bank by us, and if selected as vendor we hereby undertake to comply to provide Bug Free Application and software under this RFP.

**Date:**

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**NON-DISCLOSURE AGREEMENT**  
**(To be executed on stamp paper of requisite value)**

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 for "Selection Of Vendor For Procurement Of Four (04) Mobile ATM Van With Allied Services  
Under Opex Model Through Gem Portal For Engaging Anywhere In India For Two (02) 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 premisesand  
the Punjab & Sind Bank granting the Vendor and or his agents, representatives to have specific access to  
Punjab & Sind Bank property / information and other data it is hereby agreed by and between the parties  
hereto as follows:

1. Confidential Information:

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

stated above.

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

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

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

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

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

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

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

to notify Punjab & Sind Bank immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

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

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

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

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

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

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

6. Remedies: The Vendor acknowledges the confidential nature of Confidential Information and that damage could result to Punjab & Sind Bank if the Vendor breaches any provision of this Agreement and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, Punjab & Sind Bank may suffer immediate irreparable loss for which monetary compensation may not be adequate. Punjab & Sind Bank shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Vendor, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the

covenants of this Agreement.

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

7. Entire Agreement, Amendment and Assignment: This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and / or written correspondence or agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
8. 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.
9. 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, tortious 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.
10. 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, merchantability, fitness for a particular purpose, title, non-infringement, or anything else.

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

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

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

( )  
(Designation)

For and on behalf of Punjab & Sind Bank

( )  
(Designation)

Witness: 1 (Details)

Witness: 2 (Details)



**Indicative Commercial Bid:**

Bidder to submit the indicative commercial for “Selection Of Vendor For Procurement Of Four (04) Mobile ATM Van With Allied Services Under Opex Model Through Gem Portal For Engaging Anywhere In India For Two (02) Years”.in following format:

Table 1:

Description of item	Charges / month (excluding GST) (A)	In INR
		(A) *24 months (excluding GST)
Hire charges of one vehicle along with all required facility and fabricated to provide Mobile ATM van facility as per Bank's requirement as detailed in technical bid with skilled driver and helper. (The all-inclusive monthly rent payment and payment of distance covered in excess of 2000 kms will be made after completion of the month) Kilometres will be counted from the base branch and the driver will maintain log for movement as per actual quoted rates.		
One Armed Guard		
<b>TOTAL COST FOR DETERMINATION OF L1 BIDDER</b>		
<b><u>Charges for Additional Services:</u></b>		
Extra Km after 2000 KMs/Month		

**Note:**

The rate quoted shall be firm and shall include costs of the mobile van, all equipment, materials required by the Bank, Maintenance charges, Road taxes, Salary, Perks and allowances for the man power deployed as per Bank requirement, all type of Insurance Charges, Parking charges, Housekeeping charges, overheads, profit, statutory expenses, incidental charges and all related expenses to successful deployment and delivery of the services etc.

Date:

Place: \_\_\_\_\_

**Signature of Authorized Signatory****Name of Signatory:****Designation:****Email ID:****Mobile No:****Telephone No.:****Seal of Company:**

**Undertaking for Implementation of ICCW**

To  
**The Deputy General Manager**  
Punjab & Sind Bank  
Head Office ATM Cell,  
2nd Floor, Plot No. 151, Sector 44, Institutional Area,  
Gurugram -122003

**Dear Sir,**

**Sub: Rfp For Selection Of Vendor For Procurement Of Four (04) Mobile ATM Van With Allied Services Under Opex Model Through Gem Portal For Engaging Anywhere In India For Two (02) Years.**

We hereby undertake the following: -

We, M/s \_\_\_\_\_ will implement ICCW within 2 months from date of intimation for integration with Bank's ICCW middleware solution without any additional cost to the Bank.

**Date:**

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory Name of**

**Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**Certificate of Local Content****(Self Declaration)**

To  
**The Deputy General Manager**  
 Punjab & Sind Bank  
 Head Office ATM Cell,  
 2nd Floor, Plot No. 151, Sector 44, Institutional Area,  
 Gurugram -122003

**Dear Sir,**

**Sub: Rfp For Selection Of Vendor For Procurement Of Four (04) Mobile ATM Van With Allied Services Under Opex Model Through Gem Portal For Engaging Anywhere In India For Two (02) Years**

This is to certify that proposed \_\_\_\_\_ services provided by M/s \_\_\_\_\_ as per scope of work is having the local content of \_\_\_\_\_% as defined in the above-mentioned RFP and amended thereto. Details of the location(s) at which the local value addition is made are as under:

Component	Location(s) of value addition	%age of Local Content
ATM		
UPS & Batteries		
Camera		

Therefore, we certify that we qualify for the following category of the supplier/bidder (tick the appropriate category):

- Class-I Local Supplier/bidder/  
 Class-II Local Supplier/bidder/  
 Non-Local Supplier/bidder.

This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide order No. P-45021/2/2017-PP (BE-II) dated 4<sup>th</sup> June 2020 & Revision vide order No. P-45021/2/2017-PP (BE-II) issued by Department of Promotion of Industry and Internal Trade dated 16<sup>th</sup> September 2020.

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

**Minimum requirements of Materials & Maintenance and Specifications to be submitted by the Bidder**

S No.	Required Specifications	To be specified by the Vendors
1	Vehicle Make& Model No Vehicle should be like TATA 407 or equivalent or higher	
2	UPS Make UPS Model No	
3	DG Set Model No (if provided)	
<b>Bill of Material</b>		Yes/No
Tata 407 EX (Cabin & Chasis), BS (VI) or equivalent		
Vehicle Fabrication work		
ATM		
UPS with Heavy Battery Set ( 10Hour Requirement)		
GPS / Tracking Device		
CCTV / Burglar Alarm System		
Vehicle immobilizer		
Genset		
AC		
Other components		
Bidder to indicate each component name, make, model with inbuilt warranty period		
<b>Fabricating Body</b>		
Heavy Duty Tubular Structure.		
20 SWG Imported Colour Coated G.I. Sheets For Exterior, And ACP Sheets For Interior.		
Marine Ply Covered With Vinyl For The Flooring.		
Provision To Keep ATM Machine, UPS With Batteries, Portable Generator Set.		
Electrical Fittings like Tube Lights and Fans.		
Providing One Door At L.H Side, And One Flap For The ATM Machine, Folding Steps Will beProvided.		
Wooden Furniture Like Tables & Chair Will BeProvided.		
Providing Folding Awning Shade Will be Provided at L.H Side Of The Vehicle		
Accessories Like Sun Visor, Rear View Mirrors, Centre Mirror, Mud Flaps, Height Indicator Lights, Side Signal Lights, Fire Extinguisher Etc		
Complete Vehicle Insulation With 38 mmThermacol&Hitlone To Avoid Transfer Of Heat.		
Complete Vehicle Will Be Painted With P.U. PaintAs Per Desired Shade.		

**Declaration:-All the terms & conditions, Technical Requirements etc. mentioned inthis Tender are acceptable tous.**

**Date:**

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory Name of**

**Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**Checklist**

Sl.	Particulars	Submitted (Yes/No)
1.	PROOF OF PAYMENT OF RFP COST	
2.	PROOF OF EMD DECLARATION	
3.	BID COVER LETTER-ANNEXURE1	
4.	ELIGIBILITY CRITERIA:-ANNEXURE2	
5.	BIDDER INFORMATION-ANNEXURE3	
6.	COMPLIANCE STATEMENT-ANNEXURE4	
7.	PERFORMANCE CERTIFICATE-ANNEXURE5	
8.	LITIGATION CERTIFICATE-ANNEXURE6	
9.	UNDERTAKING FOR NON- BLACKLISTED-ANNEXURE7	
10.	TURNOVER CERTIFICATE-ANNEXURE8	
11.	MANUFACTURER'S (OEM/BIDDER) AUTHORIZATIONFORM (MAF)-ANNEXURE9	
12.	UNDERTAKING FOR BEING THE OEM-ANNEXURE10	
13.	UNDERTAKING FOR HAVING SERVICE SUPPORT CENTRE IN INDIA BEING THE OEM OF THE OFFERED SOLUTION/SERVICES-ANNEXURE11	
14.	DETAILS OF TECHNICAL SUPPORT CENTRES-ANNEXURE12	
15.	TECHNICAL SPECIFICATIONS OF ATM-ANNEXURE13	
16.	PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT-ANNEXURE14	
17.	INTEGRITY PACT-ANNEXURE15	
18.	PERFORMA FOR THE BANK GUARANTEE-ANNEXURE16	
19.	UNDERTAKING FOR LABOUR LAWS COMPLIANCE-ANNEXURE17	
20.	ESCALATION MATRIX (BIDDER)-ANNEXURE18	
21.	CERTIFICATE REGARDING RFP FOR SELECTION OF VENDOR FOR PROCUREMENT OF ONE (01) MOBILE ATM VAN WITH ALLIED SERVICES UNDER OPEX MODEL THROUGH GEM PORTAL FOR ENGAGING IN DELHI REGION FOR TWO (02) YEARS - ANNEXURE19	
22.	CERTIFICATE FOR TENDERS FOR WORKS UNDER RULE 144 (XI) IN THE GENERAL FINANCIAL RULES (GFRS), 2017-ANNEXURE20	
23.	CERTIFICATE FOR WITHDRAWAL OF SERVICES-ANNEXURE21	
24.	PRE BID QUERY FORMAT-ANNEXURE22	
25.	UNDERTAKING FOR BUG FREE SOFTWARE-ANNEXURE23	
26.	NON-DISCLOSURE AGREEMENT-ANNEXURE24	
27.	INDICATIVE COMMERCIAL BID:-ANNEXURE25	
28.	UNDERTAKING FOR IMPLEMENTATION OF ICCW-ANNEXURE26	
29.	CERTIFICATE OF LOCAL CONTENT-ANNEXURE27	
30.	MINIMUM REQUIREMENTS OF MATERIALS & MAINTENANCE AND SPECIFICATIONS TO BE SUBMITTED BY THE BIDDER-ANNEXURE28	
31.	CHECKLIST- ANNEXURE29	
32.	CERTIFICATE OF INCORPORATION	
33.	AUDITED BALANCE SHEETS & PROFIT & LOSS STATEMENTS	
34.	POWER OF ATTORNEY AND COPY OF BOARD RESOLUTION	

**IMPORTANT INSTRUCTION FOR SUBMISSION OF BID**

1. The technical bid should be submitted in a single hard-bound file with not more than 200 pages (200 sides). No loose pages must be submitted.
2. Both the technical bid and approach paper should be sealed inside a single envelop only.
3. All pages of the Bid Document must be serially numbered and each page must be manually/physically signed by the authorized signatory and stamped by Bidder's Official seal. No document should contain photocopy/stamp of the sign.
4. The Entire bid document must be signed by a Single Authorized Signatory Only. If Bank seeks any

clarification during the evaluation, the clarification documents should also be signed by the same authorized signatory who has signed the bid documents.

5. All Annexures must be on the letterhead of the Bidder. All documents, addressed to the Bank, should be submitted in Original.

6. All third party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident.

7. Please note that any deviations mentioned anywhere in the Bid Document will not be considered and evaluated by the Bank and the bid will be summarily rejected and no further clarification will be sought. Bank reserve the right to reject the bid, if bid is not submitted in proper format as per RFP.

8. All supporting documents must be submitted in readable form.

9. Non-Compliance to any of the points above may lead to rejection of the bid and Bank's decision will be final and binding on all participating bidders. \*Submission of commercial bids: - "The prices in any form or by any reasons should not be disclosed in the technical or other parts of the bid, except in the indicative commercial bid which is to be submit online only in bank's e-procurement portal"

**Date:**

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory Name of**

**Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**