

PUNJAB & SIND BANK



**Request for Proposal (RFP) through GeM
For**

End-to-End Supply, Installation, Commissioning and Maintenance of 1000 Automated Teller Machines (ATMs) (Including UPS ,Chemical Earthing, OTC Software,AMC & Spare cassettes) Under Rate Contract for Five Years.

GeM BID No: GEM/2024/B /5682360 Dated: 12.12.2024

Issued By:

Punjab and Sind Bank
Head office ATM Cell,
2nd Floor, Institution Plot No. 151,
Sector 44, Gurugram -122003.
E-mail: atmcell@psb.co.in /atm.infra@psb.co.in
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This document is prepared by Punjab and Sind Bank for the End-to-End Supply, Installation, Commissioning and Maintenance of 1000 Automated Teller Machines (Including UPS, Chemical Earthing & OTC software under CAPEX Model. The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned. The Bank reserves the right to amend and reissue this RFP Document and all amendments will be integral part of the RFP. The Bank also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever and without any cost and / or compensation therefor.

Data sheet-Key Information

The RFP shall be published on the 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>.

Particulars	Details
Department	Punjab and Sind Bank, IT Department (ATM Cell)
Tender Ref. Number	GeM BID No: GEM/2024/B/5682360 Dated: 12-12-2024
Tender Title	RFP for End-to-End Supply, Installation, Commissioning and Maintenance of 1000 Automated Teller Machines (ATMs) (Including UPS ,Chemical Earthing,AMC &Spare cassettes) Under Rate Contract for Five Years.
Participation Fee (Non-Refundable) *	Rs.29500 (25000 + 4500 GST) (Rs. Twenty-Nine Thousand Five Hundred Only) (Non-refundable) should be submitted online before last date of bid submission in the following account: <ul style="list-style-type: none"> • A/c Number: 90285040070003 • Name: NEFT INWARD STP PARKING ACCOUNT • IFS Code: PSIB0009028 • Bank & Branch: Punjab & Sind Bank, Gurugram-122003. • GST No. 06AAACP1206G2Z0
Bid Security (EMD)*	Rs.1,30,00,000/- Excusive GST (Rupees One Crore Thirty Lakh Only) In the form of Irrevocable Bank Guarantee for minimum 225 days from the date of Bid Opening Date from any Scheduled Commercial Bank except Punjab and Sind Bank, Cooperative Bank and RRB as per format – Annexure 10. <p>Bank: Punjab & Sind Bank Branch: Sector- 44, Gurugram, 122003 IFSC Code: PSIB0021509</p>
Bid Validity	180 days
Date of Publishing the tender #	12-12-2024
Last Date for submission of Pre-Bid Query #	16-12-2024 3:00PM <i>queries must be mailed to atmcell@psb.co.in only</i>
Pre-Bid meeting date	18-12-2024 12:00PM
Last date of Submission of Bids (Online & Offline both)	06-01-2025 3:00PM
Date and Time of Opening of Technical Bids	06-01-2025 3:30PM
Date and Time of Reverse Auction	To be notified later to the qualifying bidders only.
Place of submission and opening of Bids	Punjab & Sind Bank, Head Office ATM Cell 2nd Floor, Plot No. 151, Sector 44, Gurugram -122003
Place of Pre-Bid Meeting	

Particulars	Details
Place of submission and opening of Physical Bids	Hardcopy (Optional) and as well as electronically: Punjab & Sind Bank, Head Office ATM Cell, 2nd Floor, Plot No. 151, Sector 44, Gurugram -122003
Contact Persons for any clarifications/Submission of Bids	Mr. PRASHANT MITHAULIA, AGM, ATM Cell, 9988893352 Mr. MOHAMMAD ASAD, SR. MANAGER, 7889594441 atmcell@psb.co.in
<p><i>*All MSEs(Micro & Small Enterprises) having registration as per provisions of the Public Procurement Policy for Micro and Small Enterprises i.e. District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME and Startups (recognized by DIPP) are exempted from submission of Participation Fee and EMD only. Relevant Certificates should be submitted by the bidder in this regard to avail exemption. This exemption is not applicable for Start-ups which are not under the category of MSE, traders, sole agents, distributors etc.</i></p> <p><i>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.</i></p> <p><i># 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.</i></p>	

Note:

- If any of the dates given above happens to be Holiday in GURUGRAM, the related activity shall be undertaken on the next working day at the same time.*
- All Claims made by the Bidder will have to be backed by documentary evidence.*
- Bidders to ensure to get themselves registered timely over GeM portal as detailed in the RFP.*
- The bid documents and indicative commercial bid shall be submitted online on GeM portal as per this RFP document and as per the provisions and terms & conditions of GeM portal.*
- Bank Guarantee towards Earnest Money Deposit (EMD), Integrity Pact and all such Declarations/ Certificate/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, Gurugram -122003
E-mail: ho.atmcell@psb.co.in**
- 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.*
- 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.*
- Bids shall be opened as per the process and guidelines of GeM Portal. Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the*

bid.

10. *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.*
11. *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>).*
12. *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).*
13. *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.*
14. *Any amendments, addendum, 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.*
15. *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.*

Major terms/ abbreviations used on the RFP document

S. N.	Acronym/Terms Used	Definition
1.	AES	Advanced Encryption Standards
2.	ATM	Automated Teller machine
3.	AMC	Annual Maintenance Contract
4.	Bank or PSB	Punjab and Sind Bank
6.	BG	Bank Guarantee
7.	BID	Offer/Proposal in contexts to the RFP
8.	BIDDER,VENDOR	Eligible Entity/Firm submitting a Proposal/Bid in RFP
9.	CBS	Core Banking Solution referring to Finacle System (Infosys)
10.	Contract	Agreement signed by successful bidder and the Bank
11.	EMD	Earnest Money Deposit
12.	EJ	Electronic Journal
13.	EMV	Europay, MasterCard and Visa
14.	FHDE	Full Hard Disk Encryption
15.	GeM	Government e-Marketplace
16.	Finacle	Core Banking Application software used in bank
17.	IT	Information Technology
18.	MIS	Management Information System
19.	NAS	Network Attached Storage
20.	NDA	Non-Disclosure Agreement
21.	NFC	Near Field Communications
22.	NFS	National Financial Switch
23.	NPCI	National Payments Corporation of India
24.	OEM	Original Equipment Manufacturer – Product Vendor
25.	PCI-DSS	Payment Card Industry
26.	PO	Purchase Order
27.	Project	End-to-End Supply, Installation, Commissioning and Maintenance of 1000 Automated Teller Machines (ATMs) (Including UPS Chemical Earthin,AMC,& pare cassettes and OTC software) Under Rate Contract for Five Years.
28.	Project Cost	The price payable to the Vendor under the Contract
29.	RBI	Reserve Bank of India
30.	RFP	Request for Proposal
31.	SLA	Service Level Agreement
32.	Services	All services under scope of work of RFP
33.	TB	Terabyte
34.	TO	Technical Offer
35.	TCO	Total Cost of Ownership
36.	TDES	Triple Data Encryption standard

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Chapter 1: Notice Inviting Tender (NIT)

1.1. Introduction:

Punjab & Sind Bank, constituted under The Banking Companies (Acquisition & Transfer of Undertakings) Act,1980 is one of the leading Nationalized Banks of the country, has a National presence through a widespread network of 1580 plus branches all networked under Centralized Banking Solution. It also has a network of more than 1038 ATM(s) & 2 CRMs spread across the country all under CAPEX model. With more than 116 years of customer services, the Bank has a large satisfied clientele throughout the country. For enhancing customer convenience levels and overall inter-branch efficiency, the bank has been a frontrunner in implementing various IT enabled products.

Punjab & Sind Bank, hereinafter referred to as the **Purchaser**, is in the process of selection of vendor(s) under Rate Contract for 5 Years for Supply, Installation, Commissioning and Maintenance of Front Loading ATM(Automated Teller Machine) (Including online UPS with Chemical Earthing at site) with option of buyback of existing old ATMs. For this purpose Bank invites Technical and Commercial bids from the service providers/vendors who fulfill the Eligibility Criteria and who can perform the above activities as per bank's requirement on outright purchase basis over the next five years (Extendable by further one year on the same terms and conditions). The approximate requirement of front loading ATMs is 1000 (Including UPS , Chemical Earthing, AMC and Spare cassettes during the 5 years period of rate contract. The above quantity is an indicative number which Bank is expected to install over the next five years in the Bank. However, it may be noted that the requirement given in this tender is indicative only and the actual quantity that will be procured is depending on the Bank's requirement.

Bidder should offer a Model as per the Technical Specifications provided in the RFP document which will be supported for a period of at least 7 years after installation. Bank may seek for a POC of complete functionality of machine before placement of order begins. Bidder should also provide routine and type test certification test lab in India/abroad.

1.2. Objective:

Bank intends to invite Request for Proposal (RFP) from experienced and eligible entities (hereinafter referred to "Bidder" or "Vendor") for End-to-End Supply, Installation, Commissioning and Maintenance of 1000 Automated Teller Machines (ATMs) (Including UPS,OTC Locks & Chemical Earthing) Under Rate Contract for Five Years through GeM Portal.

1. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in **Chapter-2- Information to Bidders** of this RFP and willing to provide the Services as required in this bidding document. The interested Bidders who agree to all the terms and conditions contained in this document may submit their Bids with the information desired in this bidding document (Request for Proposal).
2. In order to meet the Services requirements, the Bank proposes to invite tenders from eligible Bidders/Vendors as per Scope of Work mentioned in **Chapter-3-Scope of work and Annexure-3-Compliance to Scope of work** in this RFP document.
3. Address for submission of Bids, contact details including email address for sending

communications are given in **Annexure-A-Data sheet- Key Information**.

4. The contract agreement will contain various terms and conditions as mentioned in **Chapter-4-Term & conditions** relating to payment, delivery, installation and commencement of operations, training, commissioning and acceptance, Onsite-support during periods of warranty and maintenance, penalty due to delay in performance etc. Penalties will be levied as per the terms described in the **Annexure-22-Penalty clause**.
5. The purpose of this RFP is to seek a detailed technical and commercial proposal for Services desired in this document.
6. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
7. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion.

1.3. Information for Participating through GeM:

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

(Key information about e-tender is enclosed **Annexure-A- Data sheet- Key Information**.)

Following activities will be conducted online through GeM:

- 1) Publish of Tender
- 2) Purchase of RFP document
- 3) Pre-Bid Query & response thereof
- 4) Corrigendum/Addendums to the RFP (If required)
- 5) Submission of Technical Bid & Indicative Commercial Bid by the Bidder
- 6) Opening of Technical Bid & Commercial Bid
- 7) Tender Evaluation
- 8) Reverse Auction with Qualified bidders
- 9) Announcement of results
- 10) Tender Award (If any)

1.4. Disclaimer:

1. 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.

2. 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.
3. 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.
4. 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.
5. 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.
6. 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.

Chapter 2: Instruction to Bidder

1.

2.

2.1 Eligibility Criteria to Bidder:

The Bank is intended to select vendors for providing End-to-End Supply, installation, commissioning and maintenance of Automated Teller machines (ATMs) under rate contract for Five years. The Bidder should be well established and have sound financial standing. Only those Bidders who fulfil the following criteria are eligible to respond to the RFP. Offers received from the Bidders who do not fulfil any of the following eligibility criteria are liable to be rejected. This invitation of Bids is open to all Bidders having presence in India or their Authorized Representative having registered offices in India.

Bidder will be responsible for delivering the end-to-end solution and will be the single point of contact for the Bank. However, Bidder shall be the single point of contact and solely responsible for the supply, installation, implementation, integration, support and maintenance for the entire project that includes the products/services offered by the other Sub- Contracting members/participating entities.

Bidder will be solely responsible for ensuring adherence to the Service Levels, terms & condition and Service Quality for each of the deliverables executed by bidder and its sub-contractor(s)/participating entities.

Eligibility criteria are applicable for bidder only. The bidder must fulfil the criteria mentioned in the below table (also mentioned in **Annexure-2**) in order to bid for this RFP:

S.N.	Eligibility Criteria	Prospective Document to be Enclosed
1.	The Bidder should be registered company in India as per company Act 1956 & 2013 or Government Organization/Public Sector Undertaking/Private Sector Enterprise or a limited Company under Indian Laws or /and an autonomous Institution approved by Govt. of India/Reserve Bank of India since last 5 years as on RFP submission date.	Copy of 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.	Micro, Small & Medium Enterprises (MSME): Procurement of Services through MSMEs will be done as per the policy guidelines issued by Ministry of Micro, Small and Medium Enterprises (MSME), GOI from time to time. MSMEs registered under the SPRS (Single Point Registration Scheme) of NSIC and complying with all the guidelines thereunder as well as those issued by GOI from time to time shall be eligible. MSMEs meeting all the eligibility criteria laid down in	Copy of valid MSME/NSIC registration Certificate bearing registration number to be submitted by the MSME registered bidder only.

S.N.	Eligibility Criteria	Prospective Document to be Enclosed
	this RFP will be eligible to bid for this RFP.	
3.	The bidder should be the Original Equipment Manufacturer (OEM) of ATM or their Authorized representative in India. OEM can quote through a single channel partner/ system integrator/ franchisee. OEM or their channel partner/ system integrator/ franchisee can only participate, if the above mentioned criteria is met. But both should not participate otherwise both will be disqualified and their offers will be rejected. In case any of the bidder/ OEM are in the process of merger/ takeover/ amalgamation in India during the tendering process which have a conflict of interest, only one bid shall be submitted.	Undertaking that bidder is an OEM to be submitted. If the bidder is an Authorized representative of the OEM. An authorization letter from manufacturer to this effect should be furnished. This letter should specify that in case authorized representative is not able to perform obligations as per contract during contract period, the Original Equipment Manufacturer should provide the same. An authorization letter from the OEM to this effect should be furnished as per Annexure-9 .
4.	The bidder should have national presence and should be engaged in the Supply, Installation, Commissioning and Maintenance of ATM in India during at least last three financial years.	Bidder must submit declaration for the same with appropriate document to establish the claim to the satisfaction of the Bank. Certificates / Copies of Purchase Orders / letters
5.	The bidder should have a Minimum Annual Turnover of Rs.30 Crores(as per manual for procurement of goods June 2022 page no 205 Criteria 3 Financial standings) from ATM supply & maintenance business from Indian operations during the last three (3) Financial Years as per the Audited Financial Statements years (i.e., 2021-22, 2022-23, 2023-24) as on date of bid submission. This must be individual Company Turnover and not of any Group of Companies.	Copies of Audited Balance Sheet and Profit & Loss account for the FY 2021-22, 2022-23, 2023-24 and Certificate from Company's Chartered Accountant / Statutory Auditor on Annexure -4(A) .
6.	The bidder should have Positive Net-worth in last three Financial Years (i.e., 2021-22, 2022-23, 2023-24). This must be the individual Company's Network and not that of any Group of Companies.	Copies of Audited Balance sheet and Profit and Loss A/c along-with a calculation sheet of Net-worth of the Company evidencing Positive Net-worth, duly signed and stamped by CA on Annexure -4(A) .
7.	The bidder should have supplied and installed a minimum of 500 ATMs in India to at least two Public Sector Banks / Private Sector Banks/ Financial Institutions / Government Organizations during last three financial years (i.e. 2021-22, 2022-23 and 2023-24)	Necessary supporting credentials from Banks / FIs other than Punjab & Sind Bank, duly verified, to the satisfaction of Bank.
8	The bidder should have network of service	List of support offices/franchise or an

S.N. Eligibility Criteria	Prospective Document to be Enclosed
	centres PAN India (Metro, Urban and Semi Urban) including Centres where Bank's Zonal Offices situated as per *Annexure-28.
9.	undertaking to this effect on Annexure-26 .
10.	A Certificate from Base 24 EPS ATM Switch Service provider in India.
11.	Bidder should have Complaint Monitoring System (PORTAL) in place with Toll Free number(s) and e-Mail system for call logging.
12.	Bidder to provide the details of Toll-Free Number(s) and email address.
13.	Vendor to submit ISO Certificate for manufacturing process for the production unit/facility of the ATM being offered in the bid. If the production unit is outside of India, it should meet equivalent International Standards.
14.	ISO 9001:2015 and ISO 14001:2004 / ISO 14001: 2008 Certified or higher.
15.	Self-Declaration on Company's letter head duly signed by authorized signatory of the Company. The Vendor must give an undertaking that their ATM Disposal Method complies with E- Waste Management & Handling Rules issued by Ministry of Environment and Forest and Other Govt. Agencies.
16.	Self-Declaration on Company's letter head duly signed by authorized signatory of the Company.
17.	Proposed ATM Application should be PCI-DSS and EMV compliant.
18.	Latest PCI-DSS & EMV certificates/approvals to be submitted with validity for entire contract/AMC period. ATM deployed shall comply with RBI, IBA, EMV, NPCI/NFS guidelines as on the Effective date of the agreement. If any new guidelines are issued by these organizations, the vendor shall arrange for its compliance/ up gradation without any extra cost to the Bank during the contract/AMC period.
19.	Necessary supporting credentials – Purchase Orders / Certificate from clients other than Punjab & Sind Bank, duly verified, to the satisfaction of Bank.
	UPS to be supplied should be BIS & ISO Certified and bidder/OEM should have supplied at least 250 UPS during last three years (i.e. 2021-22, 2022-23, 2023-24). The offered Make & Model of UPS should have been successfully supplied to at least two (2) Public/private Sector Banks of India. In case of OEM also, supportive credentials- Purchase order / Certificates from public / private Sector Banks of India be submitted

S.N.	Eligibility Criteria	Prospective Document to be Enclosed
15.	The bidder should be Authorized representative for UPS original equipment manufacturer (OEM) in India.	If the bidder is an Authorized representative for UPS, an authorization letter from the OEM to this effect should be furnished on Annexure-8 .
16.	Fully EMV compliant Hardware and Software supplied by the bidder should conform to and support all NPCI,RBI, IBA, Card Associations requirements for EMV Chip and PIN processing and associated security guidelines.	(i) An undertaking duly stamped and signed by authorized person of the bidder. (ii) Certificate for EMV compliant of ATM should be provided with L1 and L2 approval valid for 7 years. (iii) ATM deployed shall comply with RBI, IBA, EMV, NPCI/NFS guidelines as on the Effective date of the agreement. If any new guidelines are issued by these organizations, the vendor shall arrange for its compliance/ up gradation without any extra cost to the Bank during the contract period.
17	<p>The bidder should not be from a country which shares a land border with India unless the bidder is registered with the Competent Authority (as detailed in Office memorandum- F.No.6/18/2019- PPD of Dept. of Expenditure, Ministry of Finance). Bidder from a country which shares land border with India means:</p> <ol style="list-style-type: none"> An entity incorporated, established or registered in such a country; or A subsidiary of an entity incorporated, established or registered in such a country; or An entity substantially controlled through entities incorporated, established or registered in such a country; or An entity whose beneficial owner is situated in such a country; or An Indian (or other) agent of such an entity; or A natural person who is a citizen of such a country; or <p>A consortium or joint venture where any member of the consortium of joint venture falls under any of the above.</p>	<p>Documents to be submitted: A declaration on letter head of bidder / OEM duly signed by Authorised Signatory must be submitted stating:</p> <p>“We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we are not from such a country or; if from such a country, have been registered with the Competent Authority (Copy attached). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered</p>
18.	The bidder should not be involved in any legal case that may affect the solvency / existence of firm or in any other way affect the bidder's capability to provide / continue the services to	A self-declaration on bidder's company letter head duly signed by Authorized person for this RFP.

S.N.	Eligibility Criteria	Prospective Document to be Enclosed
	Bank.(If found incorrect, Bank may blacklist the bidder/invoke the EMD).	
19	The service provider should not owned or controlled by any Director, officer or employee of Punjab & Sind Bank or by related party having the same meaning as assigned under section 2(76) of the companies act or relative having same meaning as assigned section 2(77) of companies act 2013 read with rule 4 of the companies (specification of definition details) rules 2014.	Undertaking to be given by the Bidder.
20.	The Bidder should not have been blacklisted at the time of submission of the bid by RBI/ any Regulator/statutory body/ any Government Department/ PSU/PSE/ Financial Institution or banks in India.	Self-Declaration from the Bidder
21.	The Bidder / OEM should not be classified as insolvent / bankrupt by any Bank. The bidder should not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons	Self-Declaration from the Bidder
22.	The bidder should have its own technical onsite support Centre in India.	Self-Declaration from the Bidder with support Centre address.
23.	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 from company to be submitted.
24.	As per Central Vigilance Commission (CVC) directives, it is required that Bidders/ OEMs /Supplier/bidders / Contractors observe the highest standard of ethics during execution and continuation of such contracts in pursuance of this RFP document.	Self-Declaration from the Bidder
25.	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 from a country which shares land border with India.	Self-Declaration from the Bidder
26.	Bidder must have requisite Central and State	Self-Declaration from the Bidder

S.N.	Eligibility Criteria	Prospective Document to be Enclosed
	Labour Laws Compliance	
27.	The bidder must sign the Non-Disclosure Agreement (NDA) and Integrity Pact while submitting the response to the Request for proposal (RFP). Bidders must comply with all clauses mentioned in the NDA and Integrity Pact. No changes to the NDA and Integrity Pact are allowed. The NDA and Integrity Pact must be executed on the bidder's company letter head. The primary bidder along with all partners who gain access to the Bank's confidential data (as described in the NDA & Integrity Pact) must sign both these documents	Duly signed Non-Disclosure Agreement (NDA) as Annexure-19 and Integrity Pact (IP) as Annexure-11.

Note:

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

2.2 Soft copy of tender document:

The soft copy of the tender document will be made available on the Bank's website www.punjabandsindbank.co.in and GeM Portal <https://bidplus.gem.gov.in/bidlists> . However, the Bank shall not be held responsible in any way, for any errors / omissions /mistakes in the downloaded copy.

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

2.3 Participating Fee/Cost of Tender:

The bidder downloading the tender document from the website is required to submit a non-refundable participation fee as mentioned in "**Annexure-A- Data sheet-Key Information**" online in favor of PUNJAB & SIND BANK 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 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.

2.5 Authorized Signatory

1. The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank with regard to the obligations under the Contract. The Bidder shall provide proof of signature identification for the above purposes as required by the bank.
2. 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.
3. 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
4. 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.

2.6 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.

2.7 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.

2.8 Pre-bid Meeting

1. 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.

2. 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** as per the format given in (Pre-bid Query Format) by last date of submission of queries as defined in “Annexure-Data sheet” 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.
3. 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.
4. 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.
5. Online Link for Pre Bid meeting (if required) to be shared with the bidders.

2.9 [Clarification of Bids](#)

1. 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.
2. 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.
3. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid, if required.

4. 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.

2.10 Cost of Bid Preparation

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

- If any information / data / particulars are found to be incorrect, bank will have the right to disqualify/ blacklist the company and invoke the Bank Guarantee/ forfeit the EMD.
- All communications, correspondence will be only to the prime bidder. Any partner/sub-contractor has to communicate only through the prime bidder. The prime bidder will act as the single point of contact for the bank.
- Bank reserves its right to cancel the order even after issuing the letter of Intent (LOI) / Purchase Order, if bank receives any directions / orders from Statutory Body / RBI/Govt. of India in a nature that binds the bank not to take the project forward.

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

2.11 Late Bids

Any bid received after the due date and time for receipts of bids as prescribed in this RFP will be rejected and returned unopened to the Bidder.

2.12 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.

2.13 Formation of Technical Bid

The Technical offer / Technical bid must be made in an organized and structured manner. The technical bid may be submitted in a single hard bound file(optional). No loose page should be submitted. The Technical Bid shall contain the following documents and should be properly sealed and marked as **"Bid for End-to-End supply, Installation, Commissioning and Maintenance of Automated Teller Machines (ATMs) under Rate Contract for five years ,** Tender Reference Number, Bidder's name, address and contact details:

The Technical Bid shall contain the documents Annexure-30 Checklist.

2.14 Modifications and/ or Withdrawal of Bids

- a) 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.
- b) 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.

2.15 Erasures or Alterations

- a) 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.
- b) 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
- c) 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.
- d) 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.
- e) 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.

2.16 Submission of Bids

(1) 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.

(2) Submission of Hard Copies (Optional) of Bid:

The hard copies of bids of only those bidders who submitted bid documents online will be accepted. The hard copies of same documents submitted online should be submitted (Optional) by the bidder before bid submission timeline at the below address.

**Punjab and Sind Bank, 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.

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

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Bids must be received at the GeM portal as per 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.

2.17 Revelation of Prices

The prices in any form or by any means 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.

2.18 No commitment to accept lowest or any bid

The Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete. Bank reserves the right to make changes in the terms and conditions of the RFP. Bank will be under no obligation to have discussions with any bidder, and / or entertain any representation

2.19 Confidentiality of the Bid Document

- 1) The Bidder, irrespective of his / her participation in the bidding process, shall treat the details of the documents as secret and confidential.
- 2) 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.
- 3) 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.

- 4) 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.

2.20 Amendment in RFP content

At any time the Bank may, for any reason, whether at its own initiative or in response to clarification(s) requested by a prospective bidder, modify the RFP contents by amendment. Amendment will be published on Bank's website and will be binding on bidders. However, it is the bidder's responsibility to keep its communication channels (face-to-face, phone, fax, e-mail etc.) alive including observing of Bank's website for latest development in this regard. The Bank will not be liable for any communication gap. In order to provide prospective bidders, reasonable time to take the amendment into account for preparation of their bid, the Bank may, at its discretion, extend the last date for bid-submission. Bank reserves the right to scrap the tender at any stage without assigning any reason.

2.21 Disqualification

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

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

- (1)** 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.
- (2)** 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.
- (3)** 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.
- (4)** 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.
- (5)** 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.
- (6)** 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.

2.23 Normalization of Bids:

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

- Incremental bid submission in part of the requested clarification by the Bank. OR
- Revised submissions of the entire bid in the whole.

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

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

2.24 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.

2.25 Bid Opening

- (i) The Date, time and location of bid opening would be as per "**Annexure-A Data sheet**" 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.

2.26 Evaluation Process of the Bids

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. 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** of the RFP.
- 3) Acceptance of **Scope of work** as per RFP and all terms and conditions and Receipt of all/complete documents /information/undertakings and **Annexures 1 to 30** etc. All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA.
- 4) 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.

- 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.

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

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 (Make in India) L-1.

2.27 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 - 20**).
- (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.

2.28 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.

2.29 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-20** 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>.

2.30 Purchase preference Policies of the Government

2.30.1 **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– 21** 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.

2.30.2 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 percent target of annual procurement from Micro and Small Enterprises, a sub-target of 20 percent (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.

2.30.3 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.

2.30.4 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.

2.31 Contract Period

The contract will start from the Acceptance of the Purchase Order by the Vendor and will be valid for the period of five years from the Acceptance of the Purchase Order by the Vendor. 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.

2.32 Earnest Money Deposit (EMD)/Bank Guarantee in Lieu of 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.1,30,00,000/- issued in favor of Punjab & Sind Bank shall be in paper form as well as issued under the "**Structured Financial Messaging System**" (SFMS) as mentioned in **Annexure-A-Data sheet** should be in the shape of irrevocable Financial Bank Guarantee only from any Scheduled Commercial Bank except Punjab and Sind Bank valid for minimum 225 Days from the last date of Bid Submission as per **Annexure- 10**. EMD will not be accepted in any other form & will lead to outright rejection of the Offer / Bid.

Any bank guarantee submitted in physical mode, including EMD/Bid guarantee which cannot be verifiable through SFMS will be rejected summarily.

- (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".
- (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.

2.33 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 5% of total cost of project (84 Months validity with additional 12 months claim period). The Bank Guarantee as per **Annexure– 12** 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) Further, in case the selected Bidder fails to submit performance bank guarantee within the time stipulated, penalty of Rs.2,000/- per day, subject to maximum 5% Total contract value will be levied. Bank shall invoke the Performance Guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or Bank incurs any loss due to Bidder's negligence in carrying out the obligation as per the agreed terms & conditions. Bank also reserves the right to cancel the order in case of non-submission of PBG by the bidder.
- (vi) 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.
- (vii) 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.
- (viii) 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.

- (ix) 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.
- (x) 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.).

2.34 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 -11**.
- (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.

2.35 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–19**. 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–19**. 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.*

2.36 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.

Bank expects that the Bidder shall be bound by the Service Levels described in this document. Service Levels will include Availability measurements and Performance parameters. Bank requires the Bidder to provide reports for all availability and performance parameters a log of all issues that have been raised and Closed/ Pending Closure by the Bidder. The frequency of these reports would be Weekly, Monthly, Quarterly and Yearly. However, all Availability and Performance Measurements will be on a monthly basis for the purpose of Service Level reporting.

Service Level Availability is to be measured and reported on a monthly basis by bidder and will be validated by PSB. Audits will normally be done on monthly/quarterly basis or as required by Bank and will be performed by Bank or Bank appointed third party agencies.

The most complex transaction under peak load should be successfully completed within a reasonable time

- a. "ATM downtime" subject to the SLA, means accumulated time during which the ATM is not available to the Bank's users or customers due to in-scope system or infrastructure failure, and measured from the time the Bank and/or its customers log a call with the Bidder help desk of the failure or the failure is known to the Bidder from the availability measurement tools to the time when the ATM is returned to proper operation. Any denial of service by the bidder to the Bank users and Bank customers would also account as "ATM downtime".

- b. Uptime will be computed based on availability of the ATM to the Bank's users/customers irrespective of availability of servers either individual servers/clusters. Also, non-compliance with performance parameters for business, network and environmental infrastructure and system / service degradation will be considered for downtime calculation.
- c. Response to downtime issues may be offsite support or onsite. In case the issue cannot be resolved telephonically, the Bidder will need to provide onsite assistance within response resolution window.
- d. When the ATM is rendered Unavailable for any of the above-mentioned reasons, selected bidder will notify the bank and give clear explanation of the reason for the unscheduled downtime and the expected time for Resumption of service.
- e. In case, the scheduled maintenance cannot be completed within the expected time, vendor will immediately inform the Bank in writing via E-Mail and orally via Mobile / Telephone to the Banks' Designated official.
- f. On Resumption of Service, vendor will within 15 minutes of Resumption of service inform the Bank in writing via E-Mail and orally via Mobile / Telephone to the Banks' Designated official.

The bidder shall be penalized for any SLA breach for uptime/downtime and performance requirement as per Annexure-22 penalty clause.

2.37 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.

2.38 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.

2.39 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.

Chapter 3: Scope of Work

3.

3.1 Supply, Installation, Commissioning and Maintenance of ATM with Technical Specifications as per Annexure -18.

The above includes peripherals; more fully described in Annexure 18 along with their installation, maintenance at on-site/off-site locations provided by the Bank.

Installation includes:-

1. Supply and Installation of ATM with grouting to floor, UPS including Chemical Earthing at site.
2. Networking of ATM i.e. connecting the ATM to the network provided by the bank.
3. Certification with NPCI and Integration with the Bank's ATM Switch Base24 /any other Switch Bank may decide in future/ without any additional cost to the Bank.
4. Testing of ATM operations and conducting User Acceptance Test without any extra cost to bank. UAT report to be submitted to Bank.
5. Providing training to the branch staff / custodians as per industry norms. The training should include all aspects of functioning of the ATM, Cash replenishment procedure, trouble shooting, first level maintenance, how to take back up and retrieval of images captured by the DVR system etc.
6. Replacement of original spare parts (OEM Make only) including all consumables due to any breakdown, voltage fluctuation due to UPS ,Earthing related, rodent attacks etc. or natural wear & tear or due to aging of ATM, UPS other than main line voltage fluctuations ,electrical fluctuations, short circuit , Vandalism, Fire and Natural Calamities, Exclusions or Force majeure without any extra cost to Bank during entire 7 Year period i.e., One year warranty and Six years AMC period.
7. OTC locks should be provided by the bidder, bidder should arrange for change of password & replacement of electronic or mechanical lock or break opening of lock of ATM without any additional cost to bank on account of any reason thereof except electronic or mechanical lock damaged in vandalism/theft attempt. Bank will bear break open charges only in case of password lost by bank custodian.
8. Vendor will ensure an uptime of 98.5% for the ATM (calculated on quarterly basis). The procedure of Calculation of uptime shall be as defined in Annexure 29.
9. Quarterly preventive maintenance of all the equipment to be supplied which would include cleaning of inside and outside of all equipment during warranty / AMC period.
10. Servicing of UPS/Batteries during warranty and AMC period.

The configurations of the ATM machine & peripherals are given in Annexure-18.

3.2 Maintenance:

Maintenance of ATM and peripherals during warranty & thereafter during AMC shall be responsibility of the vendor. The scope of maintenance under warranty and AMC period shall be as defined under Clause 4.44 - Warranty in the RFP document.

3.3 General

1. The Vendor must ensure before delivery that Operating System is hardened to block the services which are not required. Vendor must ensure that only White listed necessary services run in the system. The vendor should provide solution to take care of intrusion detection, port scans and other common virus attacks. No malware including viruses, Trojans, enter and affect the system. Deployment and updation of patches of all third party software will be responsibility of the vendor.
2. As per RBI/IBA guidelines, the bidder should provide the ATM/ with solution of “Talking ATM for All” as per the specifications provided as Annexure-18 (for ATM). Vendor should also provide the complete solution and related files (Software/utility/ voice files etc.) of talking facility (Visual Impaired Solution) to Bank in separate DVD.
3. The successful bidder(s) should provide end to end solution and implementation, including server/switch application component (without any additional cost to the Bank) suitable for visually challenged persons (with audio support) for all ATM in English and Multi languages. In future, if RBI or any other regulatory authority issues guidelines for development/ implementation for more options in regional languages, the same should be provided to the Bank without any additional cost. The ATM should have Voice Guidance flow enabled for the visually challenged along with Text to Speech, web extension services, functional keys based voice guidance support with internal speakers & jack. The Bidder should also participate in the testing and end to end implementation and rollout without any additional cost to the Bank.
4. Bidder shall deploy the required ATM display screen provided by the bank in ATM during UAT and LIVE without any additional cost to the bank. The bank will provide graphic mode customized display screens (irrespective of format i.e. jpeg. tif. gif. etc.) in Trilingual (Hindi, English and Regional language of respective state) and also for touch screen format for all transactions undertaken on ATM. It will be the responsibility of the bidder to deploy the given display screens in the ATM without any extra cost to the bank. The above features are to be bundled with the Machines.
5. The Vendor must agree to buyback the existing ATM of any Make on “As IS WHERE IS” basis. The Vendor should also undertake the de-installation of existing ATM and installation of new ATM will be completed within three working days to minimize the downtime and handover the PINPAD, HARD DISK, CARD READER, CASSETTES, SMPS or any other parts as desired from the old ATM to the respective branches. It should be done as a project and without and vendor should take back the existing ATM and install the new ATM simultaneously.
6. Vendor should undertake the shifting of ATM anywhere in India in case of requirement. The price quoted should be inclusive of all expenditures incidental to shifting including dismantling, packing, loading, unloading, unpacking, de-installation and reinstallation and transportation charges. The cost of transit insurance will be reimbursed to the bidder on the production of policy /receipt of premium.
7. The ATM to be supplied & installed must be new (not refurbished) equipped with biometric functionality from initial stage i.e. ATM must have biometric authentication capability with finger print reader as per Aadhaar specifications/ Biometric Solution of the Bank / NPCI/ RBI and same is required from the initial stage.

8. The ATM to be supplied & installed must be new (not refurbished) with EMV functionality from initial stage i.e. ATM must have EMV functionality as per specifications mentioned in the Annexure –18 and same is required from the initial stage.
9. The ATM to be supplied & installed must be new (not refurbished) with functionality of Text to Speech for Visual Impaired persons from initial stage as per specifications mentioned in the Annexure –18 and same is required from the initial stage.
10. Service provider should also ensure that ATM shall be complied with all the existing guidelines (RBI, IBA, Central /State govt. /Police authorities or any other law enforcement agency) at the time of delivery/installation of the ATMs.

For any future update to meet the security guidelines issued by regulators or asked by Bank, if any hardware/software or both need to upgrade/replace, then Bank will bear hardware cost & license cost of the third party software only at mutual agreed rates (i.e. any additional software which is not asked by Bank through this RFP. Version upgrades of existing software shall not be considered as third party software). Bank will not bear any changes for UAT, Pilot and system integration testing. Bidder will be responsible for development of build for all ATMs procured under this RFP. Build will be deployed under free visit asked by Bank under this RFP.

11. For compliance of any new guidelines by RBI, IBA, Central /State govt. /Police authorities or any other law enforcement agency / up gradation post warranty, the charges, if any, shall be mutually decided between the Bank and the Bidder on the basis of prevailing rates in the Banking Industry.
12. Subsequent to Go-live of the ATM, Bidder shall have to comply with all upcoming mandates and other guidelines of RBI, NPCI and card associations (Visa, RuPay, MasterCard etc. as applicable), as well as to updated PCI-DSS security guidelines. Any development required for such compliance will be at no additional cost to the Bank during the one year warranty period.
13. For all upcoming mandates and other guidelines of RBI, NPCI and card associations (Visa, RuPay, MasterCard etc. as applicable) post warranty, the charges shall Regulatory compliance / up gradation post warranty, the charges shall be mutually decided between the Bank and the Bidder on the basis of prevailing rates in the Banking Industry.
14. Loading of screens, EJ pulling agents, TM Keys, configuration with IP addresses.
15. Providing patch cord of requisite length (up to 5 meters) during installation.
16. Bank's Discretion to purchase the UPS batteries from the selected bidder/Vendor.
17. Bank may procure the UPS batteries from the open market and bidder/Vendor has to Assist / replace UPS batteries without any additional cost to the Bank.
18. Successful bidder will install online Terminal Security Solution for managing the security parameter.i.e. Operating System (OS) Hardening, Disk encryption, Support for Full hard disk encryption(FHDE),provide one time code for secured access (with a validity of 15 minutes), Reboot machine centrally, Access Management and BIOS PASSWORD, Allowing for specific remote user management, Support for One Time expiring passwords, Support for online and

offline password management, Central Windows Password Management, Blocking USB ports on the ATM through centralized Control, Protection against the unauthorized updating / changing of configuration/ property of the files/script etc., Blocking the unauthorized installation/ de-installation of software, Only permitted/ white-listed applications are running on ATM, capability for centrally whitelisting the application, Auto Run Facility is enabler or Disable etc.

19. Bank at any time during warranty and AMC period may ask vendor to whitelist EJ agent software or any other third party vendor software provided by the Bank without any extra cost to Bank.
20. During the contract period, bidder has to pass on the benefit of discount / reduction in prices/ Govt. duties, if any, to the Bank voluntarily. In case of failure, Bank reserves the right to terminate the rate contract with immediate effect.
21. The successful bidder may have to conduct UAT & Certification of ATM with NPCI & any other Network with the bank's existing setup within 30 days from the date of intimation from bank. In case the successful bidder fails to complete UAT within the stipulated time period the offer will pass on to the next successive bidders.
22. Successful bidder should ensure that ATM should be calibrated/recalibrated and configured to dispense correct denomination of Currency / Bank notes.
23. Multi-vendor software compatibility: The successful bidder shall agree that the Bank reserves the right to bring in Multi-vendor software, hardware and if such a solution is contracted with a third party other than the successful bidder, the successful bidder agrees to cooperate with the bank for continued functions at no additional cost to Bank. The Successful bidder also ensure that software of machine should be compatible with Multi-Vendor software, if there will be any compatibility issue during the warranty and AMC period of contract then successful bidder will make software compatible with Multi-Vendor Software without any cost to Bank.
24. During the Warranty and AMC period, the Successful bidder should extend the On Site Service Support. The scope of Warranty and AMC shall include fixing the ATM problems. Up gradation, supply, installation and implementation of upgraded versions of software (updates /upgrades) Rectification of Bugs/defects if any Preventive Maintenance quarterly maintenance of Hardware/Software Reinstallation of firmware/software, whenever required.
25. The successful bidder shall provide operational onsite training to Bank staff/custodian at each ATM site as per requirement of the Bank and the bidder shall provide more rounds of user/administrative training at the required locations, without any extra cost to Bank.
26. It is the responsibility of the successful bidder to make sure that no Malware including Viruses, Worms and Trojans enter and affect the system. Deployment of all third party software and its patches will be the responsibility of vendor. Bidder is responsible for development & deployment of patches related to upgrade & updates for Information Security, Application software, OS (Operating System),for pushing the patches centrally (without any cost to Bank) and in case centrally pushing does not happen (for all set of machines or for some specific machines), Bidder will deploy these patches by field visit without any cost to Bank. Bidder is responsible for development & deployment of all these patches during the contract period without any cost to Bank. If build is required to be created due to up-gradation/replacement of

any patch or application then Bidder will deploy the build in machines without any cost to Bank.

27. ATM should have vinyl wrapped as per the Bank's branding. The bank will provide graphics for branding and the vinyl wrapping will be done by the bidder before installation of ATM at no extra cost to the bank.
28. Bank will provide its own monitoring software/third party software/agent for EJ Pulling & Software/ Content Distribution / Screen pushing for ATM. Successful bidder will ensure to include these software/agent & screens in their customized build (i.e. compatible with Bank's Switch) at no extra cost to Bank.
29. If EJ Agent Software disconnected It is responsibility of the bidder to connect the EJ Agent software with ATM MS EJ Agent Server within 24 Hours of lodging SLM Call. If EJ Agent not connected within 24Hours, a penalty of INR 500.00 per day per ATM will be levied. Bidder to provide EJ of disputed transaction(s) from ATM machine where EJ is disconnected. If EJ is not provided within TAT, disputed transaction(s) amount and penalty amount will be recovered from the bidder.
30. Bank may ask for masking or unmasking data in EJ file as per requirement, Successful bidder will ensure such customization as per need of Bank & without any cost to Bank.
31. The software should be supportive to EJ agent of all Managed service provider in country (Like FIS, FSS, AGS, HITACHI, NCR, DIEBOLD, CMS, WRITER ETC.). If there is any compatibility issue than Successful bidder should provide the support including whitelisting of agent/software for installation of MS agent in machine for the contract period including AMC without any extra cost to Bank.
32. Bidder will provide the error reading document for customization of EJ reading process and will provide all support for any modification in Build as per Bank requirement without any cost to Bank during contract period including AMC period.
33. Bidder should also ensure that ATM should meet all the security solutions as per RBI guidelines/other regulatory bodies/Government guidelines issued from time to time during the contract period without any cost to Bank irrespective whether it being minor or major modifications, Also compliance of security guidelines should be implemented within three month or RBI timelines whichever is earlier.
34. The bidder will extend full support to the bank in getting Reconciliation of Imprest entries adjusted on account of mis-reading of currency notes/unsuccessful transactions/ any other reason and ensure that the same is got adjusted within 15 days of reporting. If there is shortage of cash in the machine because of above reasons the bidder will investigate the same and inform the reason thereof or compensate the bank for any loss, within 15 days of reporting without any extra cost to Bank.
35. Preventive maintenance activity needs to be carried by successful bidder on quarterly basis for smooth functioning of ATM during the contract period including period of Warranty and AMC in addition to attending to calls for repairs/maintenance on free of cost basis. Bank may also fix certain activities for preventive maintenance such as:

- Network IP change requirement. Push screen manually.
 - Connection of EJ agent and terminal security software.
 - Any other maintenance activity / requirement of Bank shall be covered under preventive maintenance activity.
36. Bidder need to provide update /upgrade to Bank as soon as possible but not later than 30 days. If any deviation found or penalty charge by Regulatory authority over the Bank for such negligence of update/upgrade or any loss incurred to Bank due to such negligence ,will be passed to bidder.
 37. If any upgrade is required in OS the bidder has to provide the same to the Bank without any cost for testing, UAT, Pilot or field rollout. If any license cost is there, Bank will bear the license cost only.
 38. The successful bidder will be responsible for providing support to Bank Custodian/CRA/FLM and provide SLM services for ATM at various locations of the bank.
 39. The successful Bidder shall provide at least four free visit in each calendar year during the entire contract period including AMC period for any activity that may be required to be performed which are not covered under the scope of Warranty, AMC and Preventive Maintenance and no visit charges shall be payable for the same. This four free visit to be undertaken shall be coordinated and monitored at HO ATM Cell level.
 40. Any future requirements like cassette spacers which may be necessitated on account of recalibration and other similar activities that may be required to be performed on ATM on account of regulatory guidelines in future during the course of contract period shall be provided free of cost by the Bidder to the Bank.
 41. Bidder should ensure encryption of all Hard disk that will be installed in the ATM without any extra cost.
 42. The hard disk should be able to store the image data for a period of at least 120 days . The image data should be retrievable remotely to address any dispute or as a response to police / regulatory authorities. The successful bidder will be responsible for providing image data as required by the Bank by retrieving from the machine physically with in T+1 day of request of Bank without any additional cost to Bank. In the event of successful bidder failing to provide the image data as per bank's requirement the Bank shall levy penalty equivalent to the amount of disputed transaction plus penalties imposed by police/regulator /ombudsman court etc. (if any).
 43. During Comprehensive Onsite Warranty and AMC period Bank will not pay any charges for Engineer's visit to site and any part replacement cost during Warranty Period except if the ATM and UPS part is physically damaged by miscreant, Fire and Natural Calamities.
 44. Escalation matrix should be provided for all kinds of support, technical, resolving of the issues.
 45. Spare Parts: The Successful bidder shall always make available the spare parts, components etc. for the systems for a minimum period of 7 years, during warranty and AMC period.
 46. Consumables: Bank shall consider the following as consumables viz., Cartridges, Ribbons, Paper Rolls, etc. All other items should be covered under Warranty & AMC & shall delivered

without additional cost to the Bank.

47. The Successful bidder must ensure before delivery that operating system is encrypted and hardened to block the services which are not required. Successful bidder has to provide comprehensive white listing solution to prevent the machine from any cyber-attack, intrusion, virus, worm, malware, Trojan any other malicious software or similar vulnerability known as on date as well as future emergence. The successful bidder to ensure implementation of only essential services and the security to the satisfaction of Bank's IT Security team. In case of any deviation / vulnerability, successful bidder to revert back to system hardening, post blocking as specified by Bank at no extra cost to Bank within shortest possible time. Patches are to be updated during PMS activities/ auto updation on daily basis. If any loss to the bank due to not following the mentioned items, then the successful bidder undertakes to pay the amount of loss occurred to bank along with penalty if any levied within 7 days of incident happened or bill raised by bank whichever is earlier.
48. The Successful bidder should provide end to end solution and implementation, including server/switch application component (without any additional cost to the Bank) suitable for visually challenged persons (with audio support) for all above ATMs in English, Hindi, Regional languages. ATM should have Voice Guidance flow enabled for the visually challenged along with Text to Speech, web extension services, EPP /functional keys based voice guidance support with internal speakers & jack. The Successful bidder should also participate in the testing and end to end implementation and rollout without any additional cost to the Bank. The Successful bidder shall undertake complete end-to-end installation & operationalization of ATM including integration with switch. The ATM machine should include all features including Braille keyboards, FDKs that supports visually, physically handicapped persons.
49. The successful bidder will have to provide minimum one test machine for the purpose of UAT and other testing purposes, without any extra cost to bank, including AMC. All upgrades/updates will also need to check on test machine before rollout to field.
50. The Bank proposes to connect ATM to its Switch. The successful bidder will take total responsibility for supplying, installation of ATM and making them operational with integration to switch within the schedules as mentioned for delivery and installation. It is the responsibility of the bidder to obtain necessary integration certification from ATM Switch/NPCI.
51. Successful bidder/s have to ensure that such compatibility must also be available with any other Switch that the Bank may go with in the future, during the period of the contract including AMC with no additional cost to the bank. Successful bidder shall provide integration with the new switch without any extra cost to the bank. The schedule given by the bank will be obliged by the Successful bidder.
52. Successful bidder is required to submit one set of OEM's complete technical documentation in soft as well as hard copies to Head Office/Zonal office.
53. The Successful bidder should provide all the software and other utilities required for facilitating integration, interface with Multi-Vendor Software, Biometric, QR code Scanner, NFC / Contactless reader etc. for these ATM.
54. ATM must be EMV Chip Enabled at the time of installation. Further, the ATM should have

capability ab-initio to support Biometric, QR Code/ Barcode Reader, Contactless Card Reader as required by the Bank in future. Successful bidder should supply necessary hardware & software and integrate with the bank switch for implementation of Biometric, QR Code/ Barcode Reader, NFC / Contactless Card Reader on free of cost basis.

55. In the event of OEM ceasing support to the existing operating system the successful bidder shall upgrade and install the latest higher version of operating system and all application software supporting the operating software for satisfactory function of ATM on all ATM deployed with no extra cost to Bank. The successful bidder shall also upgrade hardware required to support the higher version of operating system, at no additional cost to Bank. Bank shall bear only license cost of OS.UAT and pilot testing shall be done by Bidder without any cost to the Bank and deployment of Upgraded build will be covered under free four visit of calendar year.
56. ATM should have protection from Pests, Rats, rodents etc. starting from the date of delivery till the life of ATM. During the preventive maintenance reporting, vendor will submit the certificate along with the images that Rats mesh is present in the ATM. In case of non-submission of proof, Vendor will replace the ATM damaged part during the life of ATM in case of any loss due to Pests, Rats, rodents etc. Bank will not accept any claim for replacement of any part damaged by Pests, Rats, rodents etc.
57. Successful bidder has to ensure that the equipment delivered to the Bank are brand new (not refurbished), including all components and provide a letter signed by authorized signatory in this matter to Bank. The successful bidder should also ensure that all the software supplied by the successful bidder is licensed and legally purchased.
58. Successful bidder must warrant all machines/equipment, accessories, spare parts etc., against any manufacturing defects during the warranty period. During the warranty period Successful bidder shall maintain the equipment and repair / replace all the defective components at the installed site, at no additional charge to the Bank. The Successful bidder should replace the part, in case of requirement without any cost to Bank within maximum two working days.
59. It is the responsibility of the Successful Bidder to change/upgrade/customize the software and hardware supplied to Bank for ensuring the compliance to statutory/regulatory, RBI, IBA, NPCI requirements at no additional cost to the Bank.
60. All repairs and maintenance service described herein shall be performed by qualified maintenance engineers totally familiar with the machine /equipment.
61. Bank reserves the right to relocate any ATM during the contractual period once at no additional cost to the Bank .The relocation shall be within same city or geographical region, and the bidder shall bear all expenses related to the degrouting, transportation, reinstallation and grouting. Relocation process must be completed within the 05 days to ensure minimal disruption to ATM service.
62. Bidder should provide Terminal Security solution (TSS) for minimum 2500 ATMs with all necessary software (including but not limited to **Database, application & system software licenses, managed services etc.**) during the entire contract period. The solution should be on banks DC & DR locations. The selected bidder to ensure end to end security features to be implemented and also update/upgrade its system as per Bank and regulator's guidelines. The

selected bidder will allow Bank or its representative to conduct audit of their system as per Bank's requirement. Bidder should ensure full implementation of the Bank's and regulator's control measure security for the contract period in all the machines without any additional cost to the Bank. Data entry and maintenance in TSS server is to be the responsibility of the vendor without any cost to the Bank. If kernel Bidder have already supplied machines to bank then existing ATMs to be migrated to newly TSS server without ant cost to the Bank. Also bidder should not supply or use any freeware or open source software (without proper support services). Bidder has to submit MAF (Manufacturer Authorization Form) from OEM for all proposed hardware and software.

63. Bidder will update/upgrade all required components (including but not limited to Operating System /Kernel version, hardware, software etc. .) in future at mutually agreed rates of higher version during the contract period in case the existing version of the OS is declared end of support/end of life and if Kernel version is not supportive to any application.
64. The Bidder will carry out the de-grouting and de-installation activity of ATM in case of buyback of ATM, before installation of new ATM without any extra cost to Bank.
65. The Bidder will carry out the grouting and installation activity of ATM at all locations at their own cost for new delivery and installation.
66. Grouting: - "Moving / tilting of ATM for removing existing levelling screws. Drilling 12"-14" holes in the existing flooring using concrete drill bits and hammering metal sleeves in these holes. Repositioning the Cash Dispensers over the existing markings. Putting in anchor fasteners – min 10" long and min 12mm thick anchor fasteners with Y shaped at the bottom of the fastener (For hold strong the anchor fasteners with base), preferably of Fischer make. Applying resin adhesive (Araldite) over the finished bolt positions for improved bonding & Repairing broke tiles, if any".
67. Installation will be considered to be completed only after the grouting of machine and completion of following activities:
 - Physical installation of ATM, UPS and Chemical Earthing.
 - Connection with Switch via Insert Switch IP/URL, port and loading of Terminal Master Keys (TMK) in co-ordination with branch/Circle office officials.
 - Collect EJ docket number via loading EJ pulling agent, Enabling Electronic Journal log and content distribution etc.
 - Confirmation of successful TSS connection via insert TSS server IP and port.
68. The successful bidder will ensure that if any cassette goes faulty / out of cash then other set of cassette and other operation should be functional as usual.
69. If any particular machine is frequently becoming out of order for technical reasons for more than three times in a month and for two consecutive months, or machine is faulty the Bank may ask the vendor to replace the machine and vendor should replace the machine with another new machine at no extra cost to the Bank.
70. The Successful bidder shall get the infrastructure viz. earthing, power cabling, data cabling, access lock etc. at the site examined in coordination with the Branch/ Circle office to ensure that the same are structured and proper for installation of ATM. The Successful bidder should

follow stringent guidelines and best industry practices to protect the systems from unauthorized access and wire- tapping.

71. The Successful bidder will provide the one SPOC with Laptop at Head office. Such SPOC will be responsible for put up all the progress of order, delivery, installation, payments and monitor with resolution of SLM calls logged with OEM. Successful bidder will also ensure to participate in monthly Circle & Zonal Steering committee meeting of each circle and zone, as and when called by the respective offices.
72. If Bank provides new certificate for TLS or any other application & system software than bidder, bidder will install the same either in existing build or create new build at no extra cost to Bank.
73. The successful bidder provide ATM application and its component must be bug free & certificate of bug free software need to provide to Bank.
74. The successful bidder will ensure implementation of NFC, UPI, QR CODE, MACing, Biometric authentication, TLS and updating their respective patches and version from time to time including Operating system. Bidder is responsible for development & deployment of patches related to upgrade & updates for NFC, UPI, QR CODE, MACing, Biometric authentication, TLS for pushing the patches centrally (without any cost to Bank) and in case centrally pushing does not happen (for all set of machines or for some specific machines), Bidder will deploy these patches by field visit without any cost to Bank. Bidder is responsible for development & deployment of all these patches during the contract period without any cost to Bank. If build is required to be created due to up-gradation/replacement of any patch or application then Bidder will deploy the build in machines without any cost to Bank.
75. Supply of OTC Management (including one set of necessary keys) / Environment Software and Smart Mobile APP and operationalize the OTC functionality in all Bank's ATMs presently in operation and in ATMs that will be procured and installed by the Bank in future during the five years contract period.
76. Implementation of Set up for Automated OTC Generation through OTC Management / Environment Software and Smart mobile APP at Bank's Central Command Centers (Both at DC and DRS).
77. The Servers for Data Centre (DC) and Data Recovery Site (DRS) will be procured, installed and made available by the Bank. The requisite Specifications / configuration of Servers at DC and DRS compatible for OTC operations shall be provided by the bidder in their bid offer.
78. The Reserve Bank of India has been issuing guidelines on security measures from time to time and to quote few of the latest control measures but not limited to is mentioned below:

RBI/2018-19/214 DCM (Plg.)No.2968/10.25.007/2018-19 dated 14.06.2019.

RBI/2017-18/162 DCM (Plg.) No. 3641/10.25.007/2017-18 dated 12.04.2018.

RBI/2017-18/206 DBS (CO).CSITE/BC.5/31.01.015/2017-18 21.06.2018.

RBI Advisory: 1/2021 Dated: April 10, 2021

Bidder must ensure the compliance of above guidelines. (The above list is only illustrative and not exhaustive)

79. Supply of Dallas keys for lock operations (red and black keys), if required. The 1000 black keys for 1000 ATMs & 50 cash recycler and 25 Red keys for Activation by 25 Zonal Offices. In addition, the black and red keys are also to be supplied and activated at sites from time to time as and when required and whenever the Bank installs new ATMs / BNAs / Recyclers during the five year contract period.
80. Respective OEM has to provide the Server/client application (Web application and mobile application) for maintenance of OTC Locks at banks Site with proper server installation at DC and DR with Database installation and its license. Moreover that client application should be able to integrate with banks in house system.
81. In addition to the above point maintenance of client application of OTC Lock at DC and DR with database need to be done by respective bidder as per contract.
82. Date and Time reset Dallas Keys Procurement for troubleshooting / replacement of battery etc. (if required).
83. One Time Activation activity at existing sites and at sites where new ATMs/Cash recyclers will be installed.
84. One Time Training to the Branch Officials at the time of installation and “as and when” required on free of cost basis.
85. OTC transfer through SMS as backup for OTC transmission in case of exigency due to non-generation / non-transmission of OTC through app.
86. Central Solution should have provision for Lock Enabling / Disabling in case of shifting etc.
87. All Data of the OTC Lock software to be stored on a standard DBMS (Preferably Microsoft SQL) in the Central Servers which is secured and non-intrusive.
88. App based software to be provided should be accessible only to the registered users at client site and at Command Centre through a unique User ID/Password combination.
89. The OTC Lock software should be capable of Real-Time updating of all ATM activities done across the country (logs), including Duress openings & Lock Battery status etc. It should also be possible to manage different settings for these operations like Programmable Time delay & Time Locking etc. while activating the OTC locks.
90. The OTC Lock should have a provision for DISASTER OPENING CODE(S) that can be used in the event of Lock / software malfunction.
91. Establish OTC environment at Bank’s Central Command Centre (DC) with automated Real-time mirroring of activities at DRS so as to ensure switch over of OTC operations automatically when DC goes down.
92. Functionality for Lock Audit retrieval service directly by bank.
93. The bidder to provide 02 Onsite Technical Support Resources (OTS) on 24x7x365 basis till expire of contract period. Bidder needs to ensure onsite support for Terminal security and OTC

activity till the completion of contract period. Before completion of the contract period, bidder has to impart necessary training and knowledge transfer to in-coming vendor/ bidder and /or Bank officials.

94. Bidder has to ensure mandatory 95% attendance (per month) of the onsite resources (02) throughout the contract period. If the resources attendance falls below 95%, Rs. 2000 per day will be penalized to Bidder where onsite resource was not present accordingly.
95. Bidder should train and arrange for knowledge transfer whenever there is new resources joining without any cost to the Bank during the contract period.
96. Bank will conduct VAPT (Vulnerability Assessment & Penetration Testing) and Information Security (IS) audit on quarterly basis. The vendor/bidder needs to comply with the findings of CISO/SOC/VAPT audit observation/ recommendation and industry best practices.
97. Bidder has to arrange for monitoring & reporting tools for maintenance of ATMs.
98. Bidder has to arrange for providing training about monitoring & reporting tools to the bank officials for day-to-day maintenance of ATMs
99. All software licenses should be in name of Bank during the contract period or any extension of contract period.
100. Periodic reporting as per the requirements stipulated in this document, as well as Bank policies and guidelines issued from time to time are included in the scope.
101. Detailed process documentation, SOP's and management of solution should be created and submitted before project signoff.
102. Bidder to ensure, with change in technological advancement additional features will be provided by the bidder.
103. The change for additional features may be negotiated at the time of implementation with ATM vendor.
104. Bidder to ensure updation of machine with the passage of time.
105. Bidder must implement ICCW (Interoperable card less cash withdrawal) within 2 months from date of intimation for integration with Bank's ICCW middleware solution without any additional cost to the Bank.
106. Commissioning of OTC Locks and operationalizing these locks for digital OTC functionality.
107. Vendor will also be responsible for Installation and One Time Activation of OTC Locks in all the ATMs/cash recycler.
108. Delivery period: The ordered locks and keys should be supplied, installed and operationalized within 2 weeks from the date of receipt of the purchase order.
109. Warranty: OTC locks supplied by the vendor will be under warranty for a period of Three (05)

Years from the date of installation of OTC Lock.

110. Annual Maintenance Contract: Vendor will provide maintenance of locks and keys under Annual Maintenance Contract for the period of two (02) years after expiry of five year warranty period.
111. Bidder is required to provide Facility Maintenance Services (FMS) support for monitoring and field support required for OTC solution. The infrastructure like PCs/laptop/mobile has to be provided by bidder during the contract period with no additional cost to the Bank.
112. The bidder has to conduct regular DR drills for TSS and OTC servers as required by the Bank. Hence bidder to ensure sync between DC and DR servers.
113. The OS whether windows or Linux should be of the version complying RBI guidelines for control measures. All upgrades to OS along with hardware required to support the OS upgrade to comply with RBI guidelines for control measures has to be carried out by the bidder at no additional cost to the Bank during the contract period.
114. The application software for OTC has to be setup by the bidder in Bank's server at no additional cost to the Bank.
115. The RTO & RPO between DC and DR shall be less than 15 minutes and 1 (one) hour respectively.
116. The solution must demonstrate BCP capability periodically as per Bank's policy.
117. Compliance of regulatory requirements like RBI, NPCI,DFS,IBA etc. during the contract period.
118. To provide complete path /access to the ATM managed service vendor for installation/updation and execution of TLS certificate or any other regulatory requirement of Bank/RBI/NPCI/IBA

3.4. OTC Lock Management Software and App based OTC transmission solution

1. Vendor will provide the configuration details for Hardware and Software required for the Servers to be setup at Bank's Central Command Centre (DC & DRS). Application will be deployed on DC & DR model. Seizing of Hardware will be at Highly Available mode at DC& DR. (locations of DC & DR will be finalized by the Bank).
2. Vendor will be responsible for setting up the LMS (Lock Management Solution) and App based Link Software at Bank's Central Command Centre to manage OTC Lock Operations with valid user license.
3. Vendor will provide/develop Mobile App based as well as Web based solution to enable Bank officials (Users) to log in and generate encrypted combination of digital Code using their mobiles at the time of opening the locks. As such the users' mobile numbers should be registered in the app based solution for authorized access and should support 2FA (second factor authentication) for registration.
4. The validity of the code being generated should be parameterized and there should be a provision for the Bank to reset the same as per the bank's requirements from time to time. The code generated shall be used only once during the defined duration. For every new instance a new code has to be generated valid for the defined period only.

5. Vendor will integrate Bank's SMS gateway with the LMS to provide a backup for OTC transmission through SMS on registered mobile of users.
6. Vendor will submit Security Certificate from third party in respect of solution being implemented (mobile app based as well as Web based).
7. Vendor will be responsible for creation of following Masters / Tasks in the server system
 - ATM configuration
 - Lock configuration
 - Assignment of Lock to ATM
 - Key Master (if required)
 - Bank Employee Master
 - Assignment of Keys to the respective employee (if required)
 - Assigning Employees to the ATM Locations
 - Activation of locks at the site
 - Training to the employees at Branch level and at Bank's Central Command Centres.
8. **Annual Technical Support:** Vendor should be responsible to provide Technical Support for LMS, App Based and Web based solution for the period of Five (5) years. Whenever OEM (update/upgrade the software, updates/patch for the same should be made available to the Bank, free of cost. If the contract is extended, the vendor shall provide ATS for the extended period also at same terms & conditions.

Keys for Lock operations (if required)

- **Red Key** – These keys required for any type of programming on lock like activation of lock / Clearing Date & Time Error on lock / Deactivation of lock.
- **Black Key** – For operating lock on daily basis a programmed key required for every user.
- **Blue Key** – These keys required for Admin activity on Servers at Bank's Central Command Centres (DC & DR).

3.5 Methods of Issuing Codes

The following are the methods which will be available for the employees to generate the codes which will form a backup of one other to ensure uptime of the ATMs.

1. **Phone Call:** A dedicated phone number will be given to the Bank officials deployed at Command Centre for providing OTC codes to both Branch ATM officers of any specific ATM/BNA.
2. **SMS:** Bank's SMS gateway will be integrated to the LMS for getting OTC codes via SMS on the registered mobile numbers of the Branch ATM Officers.
3. **App based Solution:** Vendor will provide an App based solution with User Management / Admin Rights functionality from Central Command Centre for enabling / disabling users. ATM officer will have to log in the application & follow the steps prescribed to obtain the codes.

3.6 General

1. Streamline OTC Management and OTC Operations to establish multiple level of controls, program schedules and user access as well as Lock operations and review audit trails and real-time updates from one central secure point.

2. Scalability of OTC Management Software and APP based solution: The OTC Management Software Solution and APP based Solution offered to the Bank should be scalable. The offered Solution should have capacity to
 - Manage any number of ATMs that the Bank may install during the five year contract period:
 - Check all types of audit events at the Locks
 - Storing and retrieval of unlimited events remotely from the Central Command Centre.
3. The Platform integrates the latest technology breakthroughs with the highest standard for security. Designed for future-proof flexibility and advanced data management.
4. Solution should be capable to monitor Live Lock Status of all ATMs / locations.
5. Solution should be capable to handle access control at each lock (2 user access to each lock with different level of access).

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

Bidder also proposes to replace old, obsolete and damaged ATM which are beyond repair under Category 2 of ATM Procurement in this tender process. Under the commercial bid format (Annexure 20 Table 3), Commercial bid is invited for quoting rates for disposal of our existing old ATM (of any make) which may be in working/non-working condition at various locations of our Bank and which are more than 7 years old or which are damaged/ vandalized beyond repair. The approximate number of such ATM in the Bank is 500.

1. The rates are to be offered under the buy-back arrangement on “as is where is basis”. The quotation should be uniform for the buy-back of ATM all across geographical locations / types of locations/ATM make. All expenditure related to transportation, de-installation, de-grouting (if required) etc. will be borne by the vendor under the buy-back of an old ATM.
2. The buy-back will be done against fresh purchase order of a new ATM by the purchaser which may be installed at the same or any other locations. Buy-back of the machine would involve replacement of the old machine with a new machine of the vendor. Vendor will have to bear all related cost in the process including transportation, de-installation and de-grouting (if required).
3. The Bank will raise invoice for Buy back of old machine. Vendors to quote buyback price accordingly.
4. Orders for the ATM/ under the buy-back scheme may not be placed in bulk and shall be placed periodically as per requirement of the Purchaser and at its discretion during the rate contract period.
5. The Vendor must give an undertaking that disposal Method of ATM should comply E-Waste Management & Handling Rules issued by Ministry of Environment and Forest and other Govt. Agencies.
6. Bank at its discretion may hold back workable parts or consumables viz. PINPAD, HARD DISK, CARD READER, CASSETTES, SMPS, OTC Locks or any other parts as desired from the old ATM being handed over under Buyback. The bidder shall provide the above consumable parts to Bank without any conditions whatsoever.
7. Commercial Rates offered to the Bank for disposal of such old/damaged/vandalized ATM are to

be quoted.

Chapter 4: Terms & Conditions

4.

Punjab and Sind Bank(PSB) reserves the right to add, delete, modify or alter all or any of these terms and conditions in any manner, as deemed necessary before signing the final agreement.

The Bidder, selected for the project, will have to enter into a contract agreement directly with PSB. The contract agreement will contain various terms and conditions relating to payment, delivery, installation and commencement of operations, training, commissioning and acceptance, Onsite-support during periods of warranty and maintenance, penalty due to delay in performance etc. All the diagrams, drawings, specifications and other related literature and information, provided by the bidder for the solution and agreed to by PSB, will also form a part of the agreement.

Bidders not complying with the terms and conditions of the RFP are liable to be rejected. The successful bidder must initiate work on the project within 15 days of execution of the contract. The first page of the contract agreement shall be on a stamp paper of appropriate value.

The selected Bidder should perform activities as mentioned in “Section-3 Scope of Work”. However, if for any reason the work is not completed as per the requirements of the RFP within the stipulated time the bank will impose **Liquidated damages** and **penalty**.

The bill for the services rendered must be furnished along with the prices thereof, as per the terms and conditions contained in this document.

Payment shall be made on the actual procurement however the commercial evaluation shall be on the Total Cost of Ownership (TCO).

4.1 **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**.

4.2 **Duration of Contract**

The contract will start from the date of acceptance of purchase order by the Bidder and will be valid for Five (05) 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.

4.3 **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.

4.4 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.

4.5 Penalty

The selected Bidder should perform activities as mentioned in “Scope of Work”. However, if for any reason the work is not completed as per the requirements of the RFP within the stipulated time the bank will impose Liquidated damages and penalty as per Annexure-22 Penalty clause.

1. Penalty for delay in Delivery:

The system is to be delivered within stipulated time from the date of order. For this purpose, delivery means delivery of all the ordered equipment including interface cables at the site along with the set of document/ATMs / on operational use of the equipment, one set of ATM ROMS/DVD containing the original system software and all the relevant documentation of the system add on utilities as specified in the orders.

- i. If the bidder fails to deliver any or all goods or perform services within stipulated time schedule, the purchaser shall, without prejudice to its other remedies under the rate contract, deduct penalty at the rate of 1% of the order / invoice value of undelivered equipment / system for per week of delay, as late delivery charges until actual delivery of the equipment subject to a maximum of 20% of the order value. The Penalty will be charged on order value for the items for which delivery is delayed.
- ii. The Bank is entitled to withhold (deduct) from the purchase price or any other amount, which is due to bidder/supplier from the contract.
- iii. The Bank reserves the right to cancel the order in case complete delivery/services are not affected within the stipulated time.

2. Penalty for delay in Installation:

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

Penalty of Rs 500 per day will be charged for any delay in addressing the ATM related calls

beyond stipulated time limit

Area	Time limit.
Metro	within 04 Hrs
Urban	Within 06 Hrs
Semi urban	Within 08 Hrs
Rural	Within 12 Hrs

The Vendor/bidder shall ensure that any defective or faulty hardware is replaced or the reported issue (hardware related) is resolved within the prescribed timeline. Failure to comply with stipulated timeline will result in penalties as already mention above under Point no 2. Prescribed resolution/replacement time line is

Area	Time Limit
Metro	2 days
Urban	3 days
Semi urban	4 days
Rural	5 days

Repeated noncompliance or delays may lead to additional consequences, including but not limited to termination of the agreement or withholding of payments. The Vendor/Bidder is required to maintain adequate inventory and technical recourses to meet the commitment.

3. **Penalty for Downtime:**

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

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

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

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

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

4. **Recovery of Penalty:**

- a) **During warranty Period:** Amount of penalty will be recovered from vendor, on demand from Bank. The vendor undertakes to pay the penalty amount as prescribed by the Bank. Bank reserve the right to invoke the Bank Guarantee for recovering the penalty amount.

- b) **During AMC Period:** Amount of penalty as per above clauses will be recovered/adjusted while making payment of the next renewal of AMC for ATM /UPS. In case of non-renewal of AMC, vendor will submit a unconditional undertaking to pay the pending penalty amount or damages immediately after demand from PSB.

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

4.6 **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.

4.7 **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.

4.8 **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 (3) above and aforesaid order will be as under:
- a) 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—
“Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
“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;
 - b) 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;
 - c) 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;
 - d) Where no natural person is identified under (a), or (b), or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - e) 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.

4.9 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:

- 1) For terminal Security of CD, 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.
- 2) For EMV Compliance of CDM, RBI NOTIFICATION No. DPSS.CO.PD No.1298/02.10.002/2017-18; 30th Oct, 2017.
- 3) For Anti skimming devices to be installed in all CDs, RBI advisory no.13/2017 dated 01.11.2017.
- 4) RBI Advisory 14/2017 dated 06.12.2017 on Securing the Ecosystem connecting the Bank's ATM switch to Card Networks.
- 5) For cassette swaps in ATMS RBI Circular RBI/2017-18/ DCM (Plg.) No.3641/10.25.007/2017-18 dated 12th April 2018.
- 6) 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.
- 7) 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.
- 8) 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.
- 9) Circular No. RBI/2019-20/130 DBS (CO).CSITE/BC.5/31.01.015/2019-20 dt. 31.12.2019 on Cyber
- 10) Security controls for Third Party ATM Switch Application Bidders.
- 11) "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.
- 12) 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, 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 OEM, at no additional cost to the Bank.

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

4.10 LIQUIDATED DAMAGES

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

If the Vendor fails to deliver any or all goods or fails to perform services within stipulated time schedule from the date of acceptance of Purchase Order, the purchaser shall, without prejudice to its other remedies under the rate contract, deduct from the ordered price, as liquidated damages, a sum equivalent to 1% of the Invoice value (net of taxes) for each week or part thereof of delay until actual delivery of goods subject to maximum of 10%. The Bank may terminate the rate contract any time during the rate contract period after serving a notice of 30 days as a cure period to the Vendor, if no satisfactory corrective action is taken, Bank may shift the entire orders to the other successful bidder and forfeit the Earnest Money Deposit/invoke Performance Bank Guarantee.

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

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

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

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.

4.11 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 or fails to execute the work or any part thereof in accordance with the contract/.
- Discrepancies / deviations in the agreed products.
- Violation of terms & conditions stipulated in this RFP/Purchase order or Breach of the Agreement.
- Failure to deposit the Performance Bank Guarantee (PBG) asked for under 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.
- 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.
- If the Successful Bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

***Corrupt practice** means the offering, giving, receiving or soliciting of anything of value or influence the action of a public official in the procurement process or in contract execution; and "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.*

- 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.

4.12 **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 Bank 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.

4.13 **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;
- 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.
- 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.

4.14 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.

4.15 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.

4.16 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 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.

4.17 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.

4.18 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.

4.19 CONFIDENTIALITY

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

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

4.20 Inspection And Audit

- It is agreed by and between the parties that the Bidder shall get itself annually audited by internal/external empanelled 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 ensue 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, VAPT/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.

4.21 Intellectual Property Rights (IPR)

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 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.

4.22 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.

4.23 Indemnification

- 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.

4.24 GOVERNING LAW AND JURISDICTION

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

The bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities. Bidder is to ensure that the ATMs supplied to the Bank are compliant to all existing regulatory guidelines of GOI /RBI / NPCI / IBA and also adheres to requirements of the IT Act 2000 (including amendments in IT Act 2008) and Payment and Settlement Systems Act 2007 and amendments thereof. A self-declaration to this effect is to be submitted by the bidder. The Bank reserves the right to conduct an audit / ongoing audit of the ATMs provided by the bidder. The Bank reserves the right to ascertain information from the banks and other institutions to which the bidders have supplied ATMs. The bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel/ representatives /agents from any failure or omission on its part to do so and against all third party claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. Compliance in obtaining approvals/permissions/licenses: The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc, as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all third party claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

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

4.25 Limitation Of Liability

Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims.

- ✓ 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.

For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the bidder that gave rise to claim, under this Tender. Bidder shall not be liable for any indirect, consequential, incidental or special damages under the Agreement/ Purchase Order.

4.26 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.

4.27 Data Protection

Successful bidder will comply with the digital personal data protection Act, 2023 and will comply with all privacy and data protection provisions & subsequent amendments & modifications thereon. 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.

Technical and Organizational Data Protection Measures

- a. The Processor shall ensure that, in respect of all Personal Data it receives from or processes on behalf of BANK, it maintains security measures to a standard appropriate to:
 - i. the nature of the Personal Data; and
 - ii. Safeguard from the harm that might result from unlawful or unauthorised processing or accidental loss, damage, or destruction of the Personal Data.
- b. In particular, the Processor shall have in place, and comply with, a security policy which:

- i. Defines security needs based on a risk assessment.
- ii. Allocates responsibility for implementing the policy to a specific individual (such as the Processor's Data Protection Officer) or personnel and is provided to BANK on or before the commencement of this Agreement.
- iii. Ensure that appropriate security safeguards and virus protection are in place to protect the hardware and software which is used in processing the Personal Data in accordance with best industry practice.
- iv. Prevent unauthorised access to the Personal Data.
- v. Protect the Personal Data using pseudonymisation and encryption.
- vi. Ensure the confidentiality, integrity and availability of the systems and services in regard to the processing of Personal Data.
- vii. Ensure the fast availability of and access to Personal Data in the event of a physical or technical incident.
- viii. Have in place a procedure for periodically reviewing and evaluating the effectiveness of the technical and organisational measures taken to ensure the safety of the processing of Personal Data.
- ix. Ensure that its storage of Personal Data conforms with best industry practice such that the media on which Personal Data is recorded (including paper records and records stored electronically) are stored in secure locations and access by personnel to Personal Data is strictly monitored and controlled.
- x. Have secure methods in place for the transfer of Personal Data whether in physical form (for example, by using couriers rather than post) or electronic form (for example, by using encryption).
- xi. Password protect all computers and other devices on which Personal Data is stored, ensuring that all passwords are secure, and that passwords are not shared under any circumstances.
- xii. Not allow the storage of the Personal Data on any mobile devices such as laptops or tablets unless such devices are kept on its premises at all times.
- xiii. Take reasonable steps to ensure the reliability of personnel who have access to the Personal Data.
- xiv. have in place methods for detecting and dealing with breaches of security (including loss, damage, or destruction of Personal Data) including:
 - having a proper procedure in place for investigating and remedying breaches of the GDPR;
 - Notifying BANK as soon as any such security breach occurs.
- xv. have a secure procedure for backing up all Personal Data and storing back-ups separately from originals; and
- xvi. Adopt such Organisational, operational, and technological processes and procedures as are required to comply with the requirements of ISO/IEC 27001:2013 and BANK's Information Security Policy as appropriate.

4.28 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.

4.29 **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, GoI 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.

4.30 **Compliance with Statutory and Regulatory Provisions**

It shall be the sole responsibility of the Vendor to comply with all Statutory, Regulatory & Laws of the Land and provisions while delivering the components and services mentioned in this RFP. ATMs deployed shall comply with RBI, IBA, EMV, NPCI/NFS, Card Associations (Visa, RuPay, MasterCard etc. as applicable) and also adheres to requirements of the IT Act 2000 (including amendments in IT Act 2008) and Payment and Settlement Systems Act 2007 and amendments thereof, as well as to updated PCI-DSS security guidelines, Central /State govt. /Police authorities or any other law enforcement agency. All features required for regulatory compliance should be complied with at the time of delivery/installation of the ATMs without any extra cost to the Bank. If any new guidelines are issued by these organizations, the vendor shall arrange for its compliance/up gradation without any extra cost to the Bank during Warranty and AMC period. Only Hardware

up-gradations under compliance shall be decided mutually.

For any future update to meet the security guideline issued by regulators or asked by Bank, If any hardware/software or both need to upgrade/replace, then Bank will bear hardware cost & License cost of third party software only at mutual agreed rates (i.e. any additional software which is not asked by Bank through this RFP .Version upgrades of existing software shall not be considered as third party software), Bank will not bear any charges for UAT, pilot and system integration testing. Bidder will be responsible for development for build for all ATMs procured under this RFP. Build will be deployed under free visit asked by Bank under this RFP.

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

The Bank reserves the right to conduct an audit / ongoing audit of the ATMs provided by the bidder. The Bank reserves the right to ascertain information from the banks and other institutions to which the bidders have supplied ATM. The bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel/ representatives /agents from any failure or omission on its part to do so and against all third party claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. Compliance in obtaining approvals/permissions/licenses: The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc, as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all third party claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

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

4.31 **Legal Compliance:**

The Bidder hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required. If at any time during the term of this agreement, the Bank is informed or information comes to the Bank's

attention that the Bidder is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority), the Bank shall be entitled to terminate this agreement with immediate effect. The Bidder shall maintain all proper records, particularly but without limitation accounting records, required by any law, code, practice or corporate policy applicable to it from time to time including records, returns and applicable documents under the Labour Legislation. The successful Bidder shall ensure payment of minimum wages to persons engaged by it as fixed from time to time under the Minimum Wages Act, 1948. In case the same is not paid, the liability under the act shall solely rest with the successful Bidder.

Bidder to confirm that wages to persons engaged by it, is crediting in the bank account of the employee or by the electronic mode.

4.32 **Security:**

For all solution(s), application(s), software(s), hardware/ networking component(s) and security component(s) that the vendor provides as part of the requirements of this Agreement, the Vendor is requested to ensure that adequate controls and governance are implemented. Audit trail and logs of the corresponding solution and/or application and/or software and/or hardware and/or networking components and/or security components must be logged, reported, monitored and made available to the bank for further analysis. The transfer of audit trail and logs, of the in-scope components mentioned above, to Bank's Security Operations Center or to Bank's custodian, may be fulfilled on real time basis or store & forward basis, as decided by the bank.

4.33 **Prices and Taxes**

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

4.34 **VALIDITY OF RATES:**

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

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

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

4.35 **CONTACTING THE PURCHASER:-**

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

4.36 USE OF CONTRACT DOCUMENT AND INFORMATION:-

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

4.37 PAYING AUTHORITY

Orders for purchase & installation of machine shall be placed by the respective Zonal Offices. Further while splitting the order Bank will be free to place order for any location to any bidder.

In case of refusal to execute any order by the vendor would lead to their disqualification from the rate contract and also from participating in the future rate contracts of the Bank, at the discretion of the Bank.

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

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

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

4.38 Payment terms

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

- 50% of total invoice value (On delivery of ATM, UPS and Commissioning of Earthing).
- 50% of total invoice Value (After establishing connectivity of ATM with the Switch and acceptance by the bank).

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

For ATM:

- 50% of total invoice cost of Machine (ATM) (On delivery of ATM).
- 50% of total invoice cost Machine (ATM) (After establishing connectivity of ATM with the switch and acceptance by the bank).

For UPS:

- 90% of total cost of UPS on delivery and installation of UPS at the site.
- 10% of total cost of UPS on completion of one year warranty period

For Earthing:

- 90% of total cost of Earthing on commissioning of earthing at the site.
- 10% of total cost of earthing on completion of one year period after successful commissioning and acceptance by Bank.

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

4.39 ACCEPTANCE TESTS

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

4.40 DELIVERY PERIOD

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

4.41 INSTALLATION:

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

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

4.42 INSURANCE

The goods supplied under the Contract shall be fully insured against loss or damage incidental to transportation, storage and erection. The transit insurance shall be for an amount equal to 110

percent of the invoice value of the Goods from “Warehouse to final installations” on “All Risks” basis including War/Terrorist Risks and Strikes. The supplier should also insure the goods for the invoice value till one month from the date of delivery.

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

4.43 **WARRANTY:**

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

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

Warranty should cover the following:-

- a. The vendor shall replace / repair defective / damaged parts of ATM and UPS by ATM parts (OEM Make only) free of cost during the one (1) year warranty period and six (6) years AMC period, including all consumables, except JP roll, receipt roll and printer ribbon due to any breakdown, Voltage fluctuation, due to UPS , Earthing related etc or natural wear & tear other than main line voltage fluctuation, electrical fluctuation, short circuit, Vandalism, Fire and Natural Calamities, Exclusions or Force majeure without any extra cost to Bank.
Vault lock and currency cassettes will not be considered as consumables and bidder will replace these free of cost during the warranty period of one year. Break open charges to replace the vault lock also will be borne by the bidder.(Bank will bear break open charges and replacement of OTC lock only in case of password lost by bank custodian.)
- b. The equipment should be attended within four hours of receipt of complaint (Exclusive of travelling time). In case problems persist, systems should be replaced within 48 hours of receiving complaint and alternate system should be given till machine is repaired. The replaced equipment should be installed, so that normal job of the Bank may not hamper.
- c. Warranty would cover updates/maintenance patches/bug fixes (available from the original software Vendor) for System Software & Firmware patches/bug fixes, if any, for hardware.
- d. The bidder will obtain written acknowledgement from Bank after completion of warranty period for successful sign off of warranty period.
- e. In case of repetitive hardware failure (three or three times in a quarter) during the warranty period of one year, it shall be replaced by the bidder with equivalent new equipment at no extra cost to Bank, with the exceptions of Force Majeure and Theft cases.

- f. During Warranty & AMC period the supplier is to submit Preventive Maintenance Report for ATM/ATM, UPS and Chemical Earthing on quarterly basis to the respective ATM branch/ZO/HO ATM Cell mentioning the date of PM on a case to case basis.
- g. If the Preventive Maintenance is not undertaken during each quarter a grace period of two weeks would be given to the supplier for completion of the same for the quarter and if not completed within the grace period, the total warranty period would be extended by three months for the quarter for that particular ATM.
- h. Checking and resolving of ATM camera status as a part of Preventive Maintenance activity or otherwise
- i. Bidder has to provide ATM camera images free of cost, whenever Bank requires the same. If the images are not clear and due to this reason any loss incurred by the Bank will be borne by the bidder. During Preventive Maintenance bidder to submit the camera images to the branch and ensure that the camera is clean and images are clear.
- j. Bidder to Quote rates of the all the spare parts in the optional items list if any part not mentioned in the optional list bidder has to replace such part on free of cost basis during Warranty and AMC.

4.44 SYSTEM UP TIME

The vendor shall assure that the system gives a minimum 98.50% uptime (Calculated on quarterly basis). Please refer **Annexure 29**

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

4.45 ANNUAL MAINTENANCE CONTRACT:

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

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

4.46 DELAYS IN THE BIDDER'S PERFORMANCE

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

- i. Claiming Liquidated Damages
- ii. Termination of the purchase agreement fully or partly and claim liquidated damages.
- iii. Forfeiting of Earnest Money Deposit / Invoking EMD Bank Guarantee/ Performance Bank Guarantee

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

4.47 ORDER CANCELLATION

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

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

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

4.48 CONSEQUENCES OF TERMINATION

In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], the Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an Efficient Transition and effective Business Continuity of the Service(s) which the Bidder shall be obliged to

comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of the Contract.

In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by the Bank, the Bidder herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as the Bank may specify including training, where the successor(s) is a representative/personnel of the Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

Nothing herein shall restrict the right of the Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Bank under Law or otherwise.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

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

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

4.49 DISPUTE RESOLUTION MECHANISM

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

- i. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- ii. The matter will be referred for negotiation between General Manager of the Bank / Purchaser and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by Arbitration and such dispute may be submitted by either party for Arbitration within 20 days of the failure of negotiations. Arbitration shall be held in New Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of

the aggrieved party to refer such disputes to Arbitration as provided herein, the name of the person it seeks to appoint as an Arbitrator with a request to the other party to appoint its Arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the Arbitration shall be in writing and be made as provided in this Tender document.

The Arbitrators shall hold their sittings at New Delhi. The arbitration proceedings shall be conducted in English language. Subject to the above, the Courts of Law at New Delhi alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of Arbitration, including fees and expenses of the Arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

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

Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

4.50 JURISDICTION

The jurisdiction of the courts shall be in New Delhi.

4.51 NOTICES

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

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

4.52 AUTHORIZED SIGNATORY

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank with regard to the obligations under the Contract. The Bidder shall provide proof of signature identification for the above purposes as required by the bank.

- (i) All pages of the Bid document should be serially numbered and shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature.
- (ii) The bidder should submit a copy of Board Resolution or Power of Attorney showing that the signatory has been duly authorized to sign the tender document.
- (iii) Executive(s) representing the bidder should be duly authorized to sign the bid, interacting with the Bank for all sorts of communication as well as appearing in for any subsequent meetings, sign Agreements/Contracts with the Bank, raise invoice and accept payments in case the bidder emerges as successful bidder as a result of commercial evaluation of eligible bidders.

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

4.53 OWNERSHIP AND RETENTION OF DOCUMENTS

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

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

The selected Bidder shall not, without the prior written consent of the Bank/ Purchaser, store, copy, distribute or retain any such Documents. The selected Bidder shall preserve all documents provided by or originating from the Bank / Purchaser and all documents produced by or from or for the Bidder in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of the Bank /Purchaser in this regard.

Legal compliances

The successful bidder hereto agrees that it shall comply with all applicable Union, State and Local Laws, Ordinances, Regulations and Codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required. If at any time during the term of this agreement, the Bank is informed or information comes to the Bank's attention that the Successful bidder is or may be in violation of any Law, Ordinance, Regulation, or Code (or if it is so decreed or adjudged by any court, tribunal or other authority), the Bank shall be entitled to terminate this Agreement with immediate effect.

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

The Successful bidder shall ensure payment of minimum wages to persons engaged by it as fixed from time to time under the Minimum Wages Act, 1948. In case the same is not paid, the liability under the Act shall solely rest with the successful bidder.

4.54 INTELLECTUAL PROPERTY INDEMNITY & INDEMNITY AGAINST MISUSE OF LICENSE

The selected Vendor has to undertake to indemnify Punjab & Sind Bank and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any Indian or foreign Patent, Trademark or Copyright or other intellectual property, arising out of the performance of this contract. Any Patented Design used in equipment shall be under manufacturer's license agreements and a copy of such agreement authorizing the vendor to manufacture the patented designs shall be given to the Bank. The vendor shall furnish Indemnity bond for providing adequate maintenance/service support for

their ATMs/ATMs/ during both warranty and post warranty periods (of minimum 7 years) failing which bank shall have the right to proceed against the vendor for damage legally or otherwise. Orders will be placed on the approved vendor based on the cost of machines as approved by the Bank. Vendor shall have to indemnify the Bank against any loss/expenditure incurred or any disputes/claims from anybody for having used/using patented designs in their hardware.

4.55 INDEMNITY

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

4.56 CONFLICT OF INTEREST

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

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

4.57 PRE-DISPATCH INSPECTION:-

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

4.58 ASSIGNMENT:-

The Vendor shall not assign to anyone, in whole or in part, its obligations to perform under the

Contract, except with the Purchaser's prior written consent.

4.59 SOLICITATION OF EMPLOYEES

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

4.60 SIGNING OF PRE-CONTRACT INTEGRITY PACT:-

To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this tender shall be covered under the Integrity Pact (IP) policy of the Bank. The pact essentially envisages an agreement between the prospective bidders/vendors and the Bank committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The format of the agreement is enclosed as **Annexure -11**.

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

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

The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking and have to sign Non- Disclosure Agreement as per **Annexure-19**. 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.

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, Gurugram -122003

Sir

Reg.: RFP for End-to-End Supply, Installation, Commissioning and Maintenance of 1000 Automated Teller Machines (ATMs) (Including UPS , Chemical Earthing,AMC& Spare cassettes) Under Rate Contract for Five Years through gem portal.

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ amendments / addendums, if any, furnished by the Bank and we hereby enclose our offer for Supply, Installation, commissioning, Maintenance of ATMs, UPS, and chemical earthing forming Technical as well as commercial bids being part of the above referred bid offer. We shall abide by the terms and conditions spelt out in the RFP.

We shall participate and submit the Technical Bid through Gem-Portal to be conducted by the Bank.

- 1) While submitting this Bid, we certify that:
 - a) The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
 - b) We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
 - c) Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
 - d) The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
 - e) We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
 - f) We have quoted for all the products/services mentioned in this RFP in our indicative price Bid.
 - g) The rate quoted in the indicative price Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
- 2) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- 3) We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and

implementation of the contract.

- 4) We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
- 5) It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFP without prejudice to any other rights available to the Bank.
- 6) We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
- 7) We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at Annexure- 19-NDA of this RFP and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.
- 8) On acceptance of our technical bid, we undertake to participate in Reverse auction by way of login in Reverse auction tool. In case of declaration as successful Vendor on completion of Reverse auction process, we undertake to complete the formalities as specified in this RFP.
- 9) The commercial bidding process will be through the reverse auction process to be conducted by the Bank or a company authorized by the Bank. We understand that our authorized representative who would participate in the reverse auction process would be possessing a valid digital certificate for the purpose.
- 10) Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.
- 11) We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
- 12) We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
- 13) We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.
- 14) We hereby certify that we participating in RFP as OEM/ our OEM have a support center and level 3 escalation (highest) located in India.
- 15) We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.
- 16) We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 along with subsequent Orders and its amendment thereto regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are

not from such a country or if from a country, has been registered with competent authority (where applicable evidence of valid certificate to be attached). We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.

- 17) If our Bid 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 and we shall be solely responsible for the due performance of the contract.
- 18) We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

Date: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Mobile No/ Telephone No.:

Seal of Company

Eligibility Criteria

S.N.	Eligibility Criteria	Prospective Document to be Enclosed
1.	The Bidder should be registered company in India as per company Act 1956 & 2013 or Government Organization/Public Sector Undertaking/Private Sector Enterprise or a limited Company under Indian Laws or /and an autonomous Institution approved by Govt. of India/Reserve Bank of India since last 5 years as on RFP submission date.	Copy of 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.	Micro, Small & Medium Enterprises (MSME): Procurement of Services through MSMEs will be done as per the policy guidelines issued by Ministry of Micro, Small and Medium Enterprises (MSME), GOI from time to time. MSMEs registered under the SPRS (Single Point Registration Scheme) of NSIC and complying with all the guidelines thereunder as well as those issued by GOI from time to time shall be eligible. MSMEs meeting all the eligibility criteria laid down in this RFP will be eligible to bid for this RFP.	Copy of valid MSME/NSIC registration Certificate bearing registration number to be submitted.(if applicable)
3.	The bidder should be the Original Equipment Manufacturer (OEM) of ATM or their Authorized representative in India. OEM can quote through a single channel partner/ system integrator/ franchisee. OEM or their channel partner/ system integrator/ franchisee can only participate, if the above mentioned criteria is met. But both should not participate otherwise both will be disqualified and their offers will be rejected. In case any of the bidder/ OEM are in the process of merger/ takeover/ amalgamation in India during the tendering process which have a conflict of interest, only one bid shall be submitted.	Undertaking that bidder is an OEM to be submitted. If the bidder is an Authorized representative of the OEM. An authorization letter from manufacturer to this effect should be furnished. This letter should specify that in case authorized representative is not able to perform obligations as per contract during contract period, the Original Equipment Manufacturer should provide the same. An authorization letter from the OEM to this effect should be furnished as per Annexure-9 .
4.	The bidder should have national presence and should be engaged in the Supply, Installation, Commissioning and Maintenance of ATM in India during at least last three financial years.	Bidder must submit declaration for the same with appropriate document to establish the claim to the satisfaction of the Bank. Certificates / Copies of Purchase Orders / letters .
5.	The bidder should have a Minimum Annual Turnover of Rs.40 Crores (as per manual for	Copies of Audited Balance Sheet and Profit & Loss account for the FY 2021-

S.N.	Eligibility Criteria	Prospective Document to be Enclosed
	procurement of goods June 2022 page no 205 Criteria 3 Financial standings) from ATM supply & maintenance business from Indian operations during the last three (3) Financial Years as per the Audited Financial Statements years (i.e., 2021-22, 2022-23, 2023-24) as on date of bid submission. (as per manual for procurement of goods June 2022 page no 205 Criteria 3 Financial standings)This must be individual Company Turnover and not of any Group of Companies.	22, 2022-23, 2023-24 and Certificate from Company's Chartered Accountant / Statutory Auditor on Annexure -4(A) .
6.	The bidder should have Positive Net-worth in last three Financial Years (i.e., 2021-22, 2022-23, 2023-24).This must be the individual Company's Network and not that of any Group of Companies.	Copies of Audited Balance sheet and Profit and Loss A/c along-with a calculation sheet of Net-worth of the Company evidencing Positive Net-worth, duly signed and stamped by CA on Annexure -4(A) .
7.	The bidder should have supplied and installed a minimum of 500 ATMs in India to at least two Public Sector Banks / Private Sector Banks/ Financial Institutions / Government Organizations during last two financial years (i.e. 2022-23 and 2023-24)	Necessary supporting credentials from Banks / FIs other than Punjab & Sind Bank, duly verified, to the satisfaction of Bank.
8	The bidder should have network of service centres PAN India (Metro, Urban and Semi Urban) including Centres where Bank's Zonal Offices situated as per *Annexure-28.	List of support offices/franchise or an undertaking to this effect on Annexure-26 .
9.	The offered Make & Model of ATM/ should have been successfully installed and commissioned with complete functionalities under Base 24 EPS ATM Switch/or any other switch procured by Bank in future.	A Certificate from Base 24 EPS ATM Switch Service provider in India.
10.	Bidder should have Complaint Monitoring System (PORTAL) in place with Toll Free number(s) and e-Mail system for call logging.	Bidder to provide the details of Toll-Free Number(s) and email address.
11.	Vendor to submit ISO Certificate for manufacturing process for the production unit/facility of the ATM being offered in the bid.If the production unit is outside of India, it should meet equivalent International Standards.	ISO 9001:2015 and ISO 14001:2004 / ISO 14001: 2008 Certified or higher.
12.	Self-Declaration on Company's letter head duly signed by authorized signatory of the Company. The Vendor must give an undertaking that their ATM Disposal Method complies with E- Waste Management & Handling Rules issued by Ministry of Environment and Forest and Other Govt. Agencies.	Self-Declaration on Company's letter head duly signed by authorized signatory of the Company.
13.	Proposed ATM Application should be PCI-DSS and EMV compliant.	Latest PCI-DSS & EMV certificates/approvals to be submitted with validity for entire contract/AMC

S.N.	Eligibility Criteria	Prospective Document to be Enclosed
		<p>period.</p> <p>ATM deployed shall comply with RBI, IBA, EMV, NPCI/NFS guidelines as on the Effective date of the agreement. If any new guidelines are issued by these organizations, the vendor shall arrange for its compliance/ up gradation without any extra cost to the Bank during the contract/AMC period.</p>
14.	<p>UPS to be supplied should be BIS & ISO Certified and bidder/OEM should have supplied at least 250 UPS during last three years (i.e. 2021-22, 2022-23, 2023-24).</p> <p>The offered Make & Model of UPS should have been successfully supplied to at least two (2) Public/private Sector Banks of India.</p> <p>In case of OEM also, supportive credentials- Purchase order / Certificates from public / private Sector Banks of India be submitted</p>	<p>Necessary supporting credentials – Purchase Orders / Certificate from clients other than Punjab & Sind Bank, duly verified, to the satisfaction of Bank</p>
15.	<p>The bidder should be Authorized representative for UPS original equipment manufacturer (OEM) in India.</p>	<p>If the bidder is an Authorized representative for UPS, an authorization letter from the OEM to this effect should be furnished on Annexure-8.</p>
16.	<p>Fully EMV compliant Hardware and Software supplied by the bidder should conform to and support all NPCI, RBI, IBA, Card Associations(Master/Visa) requirements for EMV Chip and PIN processing and associated security guidelines.</p>	<p>(iv) An undertaking duly stamped and signed by authorized person of the bidder.</p> <p>(v) Certificate for EMV compliant of ATM should be provided with L1 and L2 approval valid for 7 years.</p> <p>(vi) ATM deployed shall comply with RBI, IBA, EMV, NPCI/NFS guidelines as on the Effective date of the agreement. If any new guidelines are issued by these organizations, the vendor shall arrange for its compliance/ up gradation without any extra cost to the Bank during the contract period.</p>
17	<p>The bidder should not be from a country which shares a land border with India unless the bidder is registered with the Competent Authority (as detailed in Office memorandum-F.No.6/18/2019- PPD of Dept. of Expenditure, Ministry of Finance). Bidder from a country which shares land border with India means:</p> <p style="padding-left: 40px;">g. An entity incorporated, established or registered in such a country; or</p>	<p>Documents to be submitted: A declaration on letter head of bidder / OEM duly signed by Authorised Signatory must be submitted stating:</p> <p>“We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we are not from such a country or; if from such</p>

S.N.	Eligibility Criteria	Prospective Document to be Enclosed
	<p>h. A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>i. An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>j. An entity whose beneficial owner is situated in such a country; or</p> <p>k. An Indian (or other) agent of such an entity; or</p> <p>l. A natural person who is a citizen of such a country; or</p> <p>A consortium or joint venture where any member of the consortium of joint venture falls under any of the above.</p>	<p>a country, have been registered with the Competent Authority (Copy attached). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered</p>
18.	<p>The bidder should not be involved in any legal case that may affect the solvency / existence of firm or in any other way affect the bidder's capability to provide / continue the services to Bank.(If found incorrect, Bank may blacklist the bidder/invoke the EMD).</p>	<p>A self-declaration on bidder's company letter head duly signed by Authorized person for this RFP.</p>
19	<p>The service provider should not owned or controlled by any Director, officer or employee of Punjab & Sind Bank or by related party having the same meaning as assigned under section 2(76) of the companies act or relative having same meaning as assigned section 2(77) of companies act 2013 read with rule 4 of the companies (specification of definition details) rules 2014.</p>	<p>Undertaking to be given by the Bidder.</p>
20.	<p>The Bidder should not have been blacklisted at the time of submission of the bid by RBI/ any Regulator/statutory body/ any Government Department/ PSU/PSE/ Financial Institution or banks in India.</p>	<p>Self-Declaration from the Bidder</p>
21.	<p>The Bidder / OEM should not be classified as a insolvent / bankrupt by any Bank. The bidder should not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons</p>	<p>Self-Declaration from the Bidder</p>
22.	<p>The bidder should have its own technical onsite support Centre in India.</p>	<p>Self-Declaration from the Bidder with</p>

S.N.	Eligibility Criteria	Prospective Document to be Enclosed
		support Centre address.
23.	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 from company to be submitted.
24.	As per Central Vigilance Commission (CVC) directives, it is required that Bidders/ OEMs /Supplier/bidders / Contractors observe the highest standard of ethics during execution and continuation of such contracts in pursuance of this RFP document.	Self-Declaration from the Bidder
25.	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 from a country which shares land border with India.	Self-Declaration from the Bidder
26.	Bidder must have requisite Central and State Labour Laws Compliance	Self-Declaration from the Bidder
27.	The bidder must sign the Non-Disclosure Agreement (NDA) and Integrity Pact while submitting the response to the Request for proposal (RFP). Bidders must comply with all clauses mentioned in the NDA and Integrity Pact. No changes to the NDA and Integrity Pact are allowed. The NDA and Integrity Pact must be executed on the bidder's company letter head. The primary bidder along with all partners who gain access to the Bank's confidential data (as described in the NDA & Integrity Pact) must sign both these documents	Duly signed Non-Disclosure Agreement (NDA) as Annexure-19 and Integrity Pact (IP) as Annexure-11.

Note:

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

- *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.*

Annexure- 2(A)			
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

- Bidder need to provide the readable copy of documents on site as well as in hardcopy (optional) 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.*
- 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.*
- 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.*
- Technical Evaluation will be done by Bank's technical evaluation committee and the decision of the committee will be final.*
- Bidders to submit relevant documentary evidence for all parameters mentioned.*
- 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.*
- All Annexures must be on the letter head of the Bidder, except those which are to be provided by statutory auditor/CA/third party.*
- 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 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:

Seal of Company

Compliance to Scope of work

ACCEPTANCE / COMPLIANCE CERTIFICATE

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

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

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

Signature:
Seal of company

Technical Specification

We certify that the systems/services offered by us for t h i s Tender conform to the specifications stipulated by you in Scope of Work and Annexure – 18 with the following deviations

List of deviations

- 1)
- 2)
- 3)
- 4)

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

Signature:
Seal of company:

Bidder Information

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

S. N.	Information	Particulars / Response	
1	Company Name		
	Registered office address (Principal address also, if differ from registered office address)		
2	Date of Incorporation / or Commencement of business		
3	Certification of Incorporation		
	Whether MSME (quote registration no. and date of registration, copy to be attached)		
4	Company website URL		
5	PAN		
6.	GSTIN		
7.	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 www.deity.gov.in/esdm/pmn as applicable to the Bank.		
8.	Particulars of the Authorized Signatory of the Bidder: <ul style="list-style-type: none"> • Name and Designation • Phone/Mobile Number and E-mail • Address 		
9	Bank Account Detail: <ul style="list-style-type: none"> • Account Number • Account Name • IFSC • Bank and Branch Name 		
10.	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 and 2023-24.	Financial Year	Turnover. (Rs. in Lakh)

S. N.	Information	Particulars / Response	
		2021-22	
		2022-23	
		2023-24	

Yours faithfully,

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Seal of Company

Turnover Certificate

(To be provided by Statutory Auditor/Chartered Accountant)

Reg.: RFP for End-to-End Supply, Installation, Commissioning and Maintenance of 1000 Automated Teller Machines (ATMs) (Including UPS ,Chemical Earthing, AMC & Spare cassettes) Under Rate Contract for Five Years through GeM Portal.

This is to certify that M/s _____, a company incorporated under _____ 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. (If balance sheet of 2023-24 has not yet audited, then provisional figures should be mentioned):

Financial Year	Turnover *	Profit Before Tax & Depreciation*	Net Profit/Loss *	Tangible Net Worth*
2021-22				
2022-23				
2023-24				

*Rs in Lakh.

Date:

Place:

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor: Designation:

Email ID:

MobileNo.

Telephone:

Seal of Comp

Performance Certificate

(On Letter head of Organisation)
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 ATM Machine originally developed by _____ (OEM name/Bidder Name) to our organization since _____ on Capex model.

The services provided by the M/s _____ are satisfactory. The certificate has been issued on the specific request of the company/Partnership firm/LLP.

Date:
Place:

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

Seal of Company:

Litigation Certificate

(To be provided by Statutory Auditor / Chartered Accountant)

Reg.: RFP for End-to-End Supply, Installation, Commissioning and Maintenance of 1000 Automated Teller Machines (ATMs) (Including UPS , Chemical Earthing, , AMC & Spare cassettes) Under Rate Contract for Five Years through gem portal.

We hereby certify that on the date of submission of Bid for this RFP,
M/s....., a company
incorporated under with
it Head Quarter/ Registered Office at
..... do not have any past/ present litigation which
adversely affect our participation in this RFP

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

Date:

Place:

Signature of CA/Statutory Auditor

Name of CA/Statutory

Auditor: Designation:

Email ID:

MobileNo

Tele No.:

Self-Certification/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.: **End-to-End Supply, Installation, Commissioning and Maintenance of 1000 Automated Teller Machines (ATMs) (Including UPS , Chemical Earthing, , AMC &Spare cassettes) Under Rate Contract for Five Years through gem portal.**

We M/s....., a company incorporated under _____ 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:

Manufacturers (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 End-to-End Supply, Installation, Commissioning and Maintenance of 1000 Automated Teller Machines (ATMs) (Including UPS , Chemical Earthing,AMC & Spare cassettes) Under Rate Contract for Five Years through gem portal.

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, have service support Centre/ resources available in all location in India.

4. We agree to provide services as per the scope of work and technical specifications of this RFP through our partner M/s _____.

5. 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
- No refurbished / duplicate / second hand components / parts / assembly are being used or shall be used.

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 End-to-End Supply, Installation, Commissioning and Maintenance of 1000 Automated Teller Machines (ATMs) (Including UPS, Chemical Earthing, AMC & Spare cassettes) Under Rate Contract for Five Years through gem portal.

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).

7. We, have service support Centre/ resources available in all location in India.

S. N.	Location of Centre	Complete Address	Contact Person	Contact Numbers	No. of Support Engineer at each Centre

Date:

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

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

Note:

- This guarantee should be furnished by a Nationalized Bank / Scheduled Bank, other than Punjab and Sind Bank, as per the following format.
- This bank guarantee should be furnished on stamp paper value as per Stamp Act. (Not less than Rs.500/-). The stamp paper should be purchased either in the Name of the Bank executing the Guarantee or in the name of Punjab and Sind Bank.
- This Bank Guarantee should be furnished within 30 days from the date of Purchase Order or the delivery period prescribed in the purchase order whichever is earlier.
- This Bank Guarantee should be directly sent to the Principal (Bank) by the Issuing Bank under Registered Post with Acknowledge Due.

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 their registered office at _____ (hereinafter called the 'Bidder') wish to respond to the Request for Proposal (RFP) for End-to End Supply, Installation, Commissioning and Maintenance of 1000 Automated Teller Machines(ATMs(Including UPS ,Chemical Earthing,AMC & Spare cassettes) Under Rate Contract for Five Years through gem portal.

And submit the proposal for the same as listed in the RFP document.

Whereas the 'Bidder' has submitted the proposal in response to RFP, We, the _____ (Name of Bank) a body corporate constituted under _____, having its Registered Office/ Head Office at _____, and a Branch Office at _____ (Hereinafter referred to as "the Guarantor") Hereby irrevocably guarantee an amount of Rs. 1,30,00,000 (Rupees One Crore Thirty Lakh Only) as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

The Bid security for which this guarantee is given is liable to be enforced/ invoked:

1. Withdraws its bid during bid validity period
2. Refuses to honour commercial bid. Bank reserves the right to place order onto Bidder based on prices quoted by them.
3. Refuses to accept purchase order or having accepted the purchase order, fails to carry out his obligations mentioned therein.

We undertake to pay immediately on demand, to Punjab and Sind Bank (PSB) , the said amount of Rs. 1,30,00,000.00 (Rupees One Crore Thirty Lakh Only) without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by Union Bank of India which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

- 1) Our liability under this Bank guarantee shall not exceed Rs. _____ (Rupees _____ Only).
- 2) This Bank guarantee will be valid up to _____; with a claim period of 45 days thereafter and
- 3) We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before _____.

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this _____ day of _____ at _____.

Signature

Name (In Block letters)

Designation

(Staff Code No.)

Official address:
 (Bank's Common Seal)
 Attorney as per power of Attorney No.
 Date:

WITNESS:

1.....
 (Signature with Name, Designation & Address)

2.....
 (Signature with Name, Designation & Address)

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 10: Performa of Bank Guarantee for Earnest Money Deposit (EMD), 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.1,30,00,000) fixed for participation in RFP “End-to-End Supply, Installation, Commissioning and Maintenance of 1000 Automated Teller Machines (ATMs) (Including UPS ,Chemical Earthing,AMC and Spare cassettes) Under Rate Contract for Five Years.”

and In case of Execution of Bid Security Declaration, we, M/s.

.....may be suspend for five (5) 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.

.....:-

1. Fails to honour submitted Bid; and/or
2. Withdraws/modify its Bid during the period of Bid validity; and / or
3. Fails to sign the contract in line with the terms of the RFP; and/or
4. Fails to furnish performance Bank Guarantee in the format as per Annexure 12; and /or
5. Fails to sign the contract and submit the Performance Bank Guarantee as per the terms of RFP and/or
6. 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 45 days after the validity of the bid; whichever is earlier.

Date:

Place:

Signature of

Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company

Pre-Contract Integrity Pact

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

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month ____ of 2024, between, on the one hand, the Punjab and Sind Bank having its Corporate Office at NBCC Complex, East Kidwai Nagar, New Delhi-110023 through its HO ATM Cell at 2nd Floor, Institutional Plot 151, Sector-44, Gurugram-122003 (hereinafter called the "Principal", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part.

And

M/s _____ represented by Sh. _____, Chief Executive Officer/ Authorised signatory (hereinafter called the "Bidder/Contractor" which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns) of the Second Part.

Whereas the "Principal" is an office/Department of the Punjab and Sind Bank (is a Public Sector Undertaking and registered under Companies Act 1956) performing its functions on behalf of Punjab and Sind Bank. Principal propose to the Procurement of ATMs as per RFP.

Whereas the Bidder/Contractor is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter. Bidder/Contractor is willing to offer to procure, implement and maintain the solution as per RFP.

Preamble

The Principal intends to award, under laid down organizational procedures, contract/ s for ATM procurement under CAPEX Model for Five (5) years. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) / Contractor(s).

In order to achieve these goals, the Principal has appointed 1. Sh. ASHA RAM SIHAG and Sh. 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.

1. Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the

Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

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

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

2. Commitments of the Bidder(s)/ Contractor(s)

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

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".

4. Compensation for Damages

- 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.
- 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.

5. Previous transgression

- 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.
- 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".

6. Equal treatment of all Bidders/Contractors/Subcontractors

- 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.
- The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

7. Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractor(s) If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

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

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.

10. Other provisions

- 1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the Principal,
- 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.

Place -----

Date -----

(For & On behalf of the Principal)

(For & On behalf of Bidder / Contractor)

(Office Seal)

(Office Seal)

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Format of Performance Bank Guarantee (PBG)

Note:

- *This guarantee should be furnished by a Nationalized Bank / Scheduled Bank, other than Punjab and Sind Bank, as per the following format.*
- *This bank guarantee should be furnished on stamp paper value as per Stamp Act. (Not less than Rs.500/-). The stamp paper should be purchased either in the Name of the Bank executing the Guarantee or in the name of Punjab and Sind Bank.*
- *This Bank Guarantee should be furnished within 30 days from the date of Purchase Order or the delivery period prescribed in the purchase order whichever is earlier.*
- *This Bank Guarantee should be directly sent to the Principal (Bank) by the Issuing Bank under Registered Post with Acknowledge Due.*

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,

This GUARANTEE AGREEMENT executed at ___ day of _____ 2024 _____ by _____ (Name of 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).

- 1) Whereas Punjab & Sind Bank(PSB) , a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 and having its Corporate Office at NBCC Complex, East Kidwai Nagar, New Delhi-110023 through its HO ATM Cell at 2nd Floor, Institutional Plot 151, Sector-44, Gurugram-122003 (hereinafter referred to as "PSB" or "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 Request for Proposal (RFP) for End-to-End Supply, Installation, Commissioning and Maintenance of 1000 Automated Teller Machines (ATMs) (Including UPS, Chemical Earthing, AMC & Spare cassettes) Under Rate Contract for Five Years and for the purposes M/s..... Has been appointed as the Vendor (hereinafter referred to as "Vendor") and accordingly has entered into Contract / Agreement on (Agreement) with Bank under Tender reference No.

datedvide Purchase Order No.dated Subject to the terms and conditions contained in the said documents and the Vendor has duly confirmed the same.

Whereas pursuant to the Bid Documents, the Agreement, and the other related documents mentioned in RFP (hereinafter collectively referred to as "the said documents", the Bank has agreed to avail from 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 the Vendor has duly signed the said documents.

Whereas in terms of the said Bank's Purchase Order called upon Bidder 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.

Whereas Bidder has approached us for issuing in your favour a performance Guarantee for the sum of Rs..... (Rupees.....Only).

2) NOW THEREFORE in consideration of you having awarded the Contract to M/s (Name of vendor) inter-alia on the terms & conditions that provides a PERFORMANCE GUARANTEE for due performance of the terms and conditions thereof.

(1) We _____ (Name of Guarantor Bank) do hereby agree with and undertake to the Punjab and Sind Bank(PSB) , their Successors, assigns that in the event of the PSB coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder, we shall on demand by the PSB, pay without demur to the PSB, a sum of Rs.....(Rupees Only) that may be demanded by PSB. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Bidder under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs.....(Rupees Only)

(2) We also agree to undertake to and confirm that the sum not exceeding Rs..... (Rupees Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the PSB on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the PSB shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the PSB, without protest or demur or without reference to Bidder and notwithstanding any

contestation or existence of any dispute whatsoever between Bidder and PSB, pay PSB forthwith from the date of receipt of the notice as aforesaid. We confirm that our obligation to the PSB under this guarantee shall be independent of the agreement or agreements or other understandings between the PSB and the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the PSB.

(3) We hereby further agree that –

- a. Any forbearance or commission on the part of the PSB in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by the PSB to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs.....(Rupees Only).
- b. Our liability under these presents shall not exceed the sum of Rs.....
... (Rupees Only).
- c. Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d. This guarantee shall remain in force up to 72 months provided that if so desired by the PSB, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e. Our liability under this presents will terminate unless these presents are renewed as provided herein up to 180 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the PSB alone is the conclusive proof, whichever date is earlier.
- f. Unless a claim or suit or action is filed against us on or before
(Date to be filled by BG issuing bank), all the rights of the PSB against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.
- g. This guarantee shall be governed by Indian Laws and the Courts in New Delhi, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee. Notwithstanding anything contained hereinabove:
 - Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees Only).
 - 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 and only if you serve upon us a written claim or demand on or before

Yours faithfully,

For and on behalf of

(Authorized official of the bank)

Undertaking for Minimum Wages Act & Labour Laws

(Letter on the Company's letterhead)

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: End-to-End Supply, Installation, Commissioning and Maintenance of 1000 Automated Teller Machines (ATMs) (Including UPS, Chemical Earthing, AMC & Spare cassettes) Under Rate Contract for Five Years through gem portal.

This is to reference to our proposal dated, in response to the Request for Proposal (Bank's tender Ref. 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 compliance with all laws, rules, regulations, orders, notifications, and directions applicable in respect of its personnel (including, but not limited to, the Contract Labour (Prohibition and Regulation) Act 1986, the Payment of Bonuses Act 1965, the Minimum Wages Act 1948, the Employees' Provident Fund Act 1952, and the Workmen's Compensation Act 1923, and shall maintain all proper records, including, but not limited to, accounting records required under the Applicable Laws, or any code, practice or corporate policy applicable to it from time to time.

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:End-to-End Supply, Installation, Commissioning and Maintenance of 1000 Automated Teller Machines (ATMs) (Including UPS , Chemical Earthing,AMC & Spare cassettes) Under Rate Contract for Five Years through gem portal.

We hereby submit the escalation matrix of our organization
 M/s. _____ for “RFP for “ End-to-End Supply, Installation,
 Commissioning and Maintenance of 1000 Automated Teller Machines (ATMs) (Including
 UPS ,Chemical Earthing ,AMC& Spare cassettes) Under Rate Contract for Five Years”.
 Related issues as following:-

S. N.	Escalation Level	Name	Designation	Contact No.	Email ID
1.	Escalation Level 1				
2.	Escalation Level 2				
3.	Escalation Level 3				

Date:

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Self-Certification/Undertaking from Bidder

(To be provided on letter head of 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

Reg: End-to-End Supply, Installation, Commissioning and Maintenance of 1000 Automated Teller Machines (ATMs) (Including UPS, Chemical Earthing, AMC & spare cassettes) Under Rate Contract for Five Years through gem portal.

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.)

We M/s _____ have directly participated in the captioned RFP and hereby undertake that –

- 1) 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 23.07.2020 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.
- 2) we fully comply, without any deviation, with the Order (Public Procurement No.1) dated 23.07.2020 issued by Ministry of Finance, Department of Expenditure regarding Restriction under Rule 144(xi) in the GFR 2017.
- 3) 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.

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

Bidder Name and Registered Address:

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

Bidder's Parent Company and Registered Address

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

Bidder's Company's or Parent Company's Ultimate Beneficial Owners:

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

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 End-to-End Supply, Installation, Commissioning and Maintenance of 1000 Automated Teller Machines (ATMs) (Including UPS, Chemical Earthing, AMC & spare cassettes) Under Rate Contract for Five Years through gem portal.

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

Bidders have to provide their queries on eligibility criteria, scope of work, terms & conditions etc. in excel format as mentioned below. Bidders are requested to categorize their queries under appropriate headings. Bidders are requested to provide a reference of the page number, state the clarification point and the queries/suggestion/deviation that they propose as shown below (all the queries will be entertained in this Microsoft Excel format by e-mail):

Queries will not be accepted in any other format other than Microsoft Excel.

S.N.	Page No.	Clause No.	Clause	Query	Bank's response

Date:

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Technical specification for ATM, Online UPS and Chemical Earthing

S N.	Minimum specification required	Specification offered	Please write COMPLIED/ NOTCOMPLIED for each specification
1.	TYPE OF ATM		
1.1	<p>Lobby Model ATM with front replenishment with in-built fully functional for plug and play PURCHASER specific and UIDAI compliant Biometric solution (Biometric KIT certified by STQC/UIDAI), OTC with full functionality for Visual Impaired persons, EMV functionality and Aadhaar Functionality from initial stage with L0 or above certificates/approvals.</p> <p>However, if L1 or above certificates / approvals required for UIDAI compliant, same shall be provided free of cost during entire contract/AMC period.</p>		
1.2	The ATM should have provision for grouting i.e. bolting the same with the ground and the bidder to supply the ATM with required accessories for grouting/ bolting the same with the floor		
1.3	ATM should have protection from Pests, Rats, rodents etc. starting from the date of delivery till the life of ATM. During the preventive maintenance reporting, vendor will submit the certificate along with the images that Rats mesh is present in the recycler. In case of non-submission of proof, Vendor will replace the ATM damaged part during the life of ATM in case of any loss due to Pests, Rats, rodents etc. Bank will not accept any claim for replacement of any part damaged by Pests, Rats, rodents etc.		
1.4	The ATM must be configurable to suit different site requirements and must be capable of performing under extreme conditions. Room Temperature: 5 to 45 degree Celsius; Humidity: 5 to 95		
1.5	101 Keys Keyboard (Optional): By default keyboard should be disabled.		
1.6	Operator Panel / consumer screen for updating the cash counter, FLM activities etc. ATM should have supervisory Menu which provides an interface for day to day operations. Such interface should be accessible using existing modules on the ATM without connecting external input devices like keyboard and mouse. In case such interface requires external input devices like keyboard and mouse, vendor to provide the same for each machine.		
1.7	Color LCD/LED screen of minimum 15" or higher		

	along with Touch screen, IP65 rating (optional)/Capacitive/Infrared with or without FDK Screen (optional)(with support for visually handicapped through Function keys/EPP wherever required. Braille stickers and text speech device on all devices as per requirements to support the visually challenged, with privacy filter and multilingual Screen support.		
1.8	ATM to be enabled with Voice Guidance with Text-to-Speech full-fledged voice guidance solution for the visually impaired persons with necessary software, customized screens and voice files and hardware including internal speakers and head phone jack. Successful Bidder to ensure that all ATM provided by them should provide the voice guidance for visually impaired persons with necessary software/ utility/ voice files/requisite hardware like ear phone jack slot etc; which should be able to guide the visually impaired cardholder with full-fledged voice guidance so that he/she should be able to do all types of transactions. This should be in line with IBA/ Govt of India guidelines for enabling visually impaired persons to transact at ATM.ATM should have support for Text to Speech or any inbuilt feature through which visually impaired is guided for all ATM transactions which a normal person does at ATM. The visually impaired person should be able to hear account balance and should also be able to do cash withdrawals for any amount, apart from other The Voice guidance solution should be enabled and be activated with insertion of Earphone jack into the given slot by the cardholder.		
1.9	ATM must have Braille decals on customer interface modules like card entry slot, cash exit slot, receipt slot in order to ensure ease of access for visually challenge person		
1.10	Should be capable of supporting Multilingual screen (English, Hindi, Regional language), in static graphics (PCX,JPEG,etc) and video files(incl MP4),GIF etc.		
1.11	ADA & AFA compliant and suitable for wheel chair base operation for physically disabled if applicable in India or any other RBI/NPCI statutory guidelines should be complied with.		
1.12	ATM should be fitted with a Rear view mirror so that customers are able to see what is happening behind him while he/she enters PIN (shoulder surfing).		
1.13	Manufacturing should have ISO certification 14001 and 9001		
2	ATM SAFE:		
2.1	The safe must conform to the UL-291 Level 1 or CEN 1 or CEN L Certified Secure Chest standards or higher latest standards steel body cabinet (certificate to be attached). The safe must have OTC lock with one time combination password (OTC) facility so that dual control can be implemented.		

2.2	<p>Dual combination electronic lock of 6+6 digits with one time combination (OTC) and code generation, audit trail capabilities of reputed companies only. Default set password shall be changed at the time of installation of ATM and certified to this effect in ATM installation report.</p> <p>Dual electronic digital OTC lock with code generation and audit trail capability provided by Bidder must comply with RBI/2018-19/214 DCM No 2968/10.25.007/2018-19 dt 14-06-2019 and any future amendment on the same.</p> <p>Vault lock should have back to back 3 years warranty from OEM (i.e during one year warranty & 2 years post warranty) and bank will not pay for lock replacement during the first 3 years period. Lock code misplace or forgotten by custodian will not be covered under warranty and AMC clause.</p>		
2.3	<p>Terminal should be able to change automatically to Supervisory /Maintenance/ Out-Of-Service mode, in following cases when :</p> <p>a) when cabinet/Hood Door is opened b) Chest/Safe door is opened.</p> <p>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</p>		
2.4	Terminal should be able to change automatically to In-Service/Transaction mode, after Chest door and Hood door is locked.		
3	ATM Alarms:		
3.1	The ATM must have alarm system with sensors capable to monitor the following: Chest Door Status, Duress Status, Temperature status, Vibration status, and Burglary Alarm		
3.2	There must be a mechanism by which these alarms can be connected to a hooter or LED indicators, kept away from the ATM		
4	TERMINAL PROCESSOR OF THE ATM		
4.2	9 th Generation Intel® Core™ i5 Processor or higher with minimum 3 GHz & above with 6 MB cache or above. Vendor to provide the supported OS/Patching related software/hardware upgrades without any cost to Bank during the contract period (1 year warranty and 6 years AMC).		
4.3	Intel Chipset with Intel/OEM Motherboard with support throughout the life cycle of machine		
4.4	Plug and Play Flash BIOS – BIOS should be protected through layer(s) of protection against unauthorized booting and access to ATM hard disk. Bios password should be enabled by default and password should be handed over to Bank while installation.		
4.5	8GB DDR2 RAM or 4 GB DDR IV RAM or higher (Upgradable to 16 GB)		

4.6	<p>2X1 TB SATA/e-SATA HDDs or higher.</p> <ol style="list-style-type: none"> One TB or higher SATA 6.0 Gb/s HDD (5400 rpm with SMART III) for OS. One TB or higher SATA 6.0 Gb/s HDD (5400 rpm with SMART III) for Camera and should be Surveillance Rated and shall be configured for storage of images. 		
4.7	<p>One serial (optional), 3 or more USB ports with min 2 accessible from front side, onboard audio – By default all USB ports should be disabled</p>		
4.8	<p>Multi-tasking Real Time Operating System and software to control all activities of the ATM. LINUX / Microsoft Windows 10 or higher with latest Service pack. The Bidder is responsible to upgrade the Operating System & applications deployed onto ATM to higher/latest version in case of any regulatory compliance at no additional cost during both warranty and AMC period (covering 6 years).Bank shall bear only license cost of OS, Further, the Bidder should ensure that on up-gradation, there should be no disruptions of service and no performance related issues faced.</p>		
4.9	<p>OS hardening (with firewall). ATM should be adequately hardened and only white listed essential services should be running and activated in the system. The cash retraction feature should be disabled ab-initio as per regulatory guidelines.</p>		
4.10	<p>ATM should be installed with terminal security features like Terminal Security Solution, Intrusion detection, whitelisting, firewall, hardware access control, OS Hardening (with local firewall) guidelines issued by the OS supplier. In case Bank decides to implement a centralized anti-virus solution in future, ATM should be integrated with the same without additional cost to Bank.</p>		
4.11	<p>Must have all necessary hardware and software, required to control the activities of the ATM</p>		
4.12	<p>MPEG full motion video with voice guidance support to play both MPEG and WAV sound files. Internal Speakers required</p>		
4.13	<p>Software support to MPEG full motion video as part of the multimedia capability on the ATM</p>		
4.1	<p>In-built SMPS to work on 230 V 50 Hz power supply. Support input voltage of 230 V AC/ 50 Hz with +5%, variation.</p>		
4.15	<p>In-built cut off circuit/ isolator/ spike/ surge protector to protect ATM SMPS and other critical parts viz. mother board, hard disk etc. from sudden spikes in current/ voltage from UPS/ Raw power supply /high Earthing. There should protect spares from high Earthing and RAW power supply.</p>		
4.16	<p>The ATM should have Triple DES Encryption</p>		

	which is RuPay/VISA/ MASTERCARD/ AMEX compliant. It should have remote key download, TRIPLE DES chip with encryption and validation software. Should support AES without any additional hardware		
4.17	10/100/1000 Mbps Speed LAN Card (IPV 6 Compliant)		
4.18	<p>Keyboards: Rugged spill proof Triple DES enabled with polycarbonate tactile/ stainless steel 16 key alpha/numeric (EPP PIN pads) Keys. EPP Keypad to be PCI version 4.0 or later compliant, 3DES double length keys for protecting the pin data. Bidder to provide certificate of compliance for PCI EPP. Supporting Remote Key Management loading feature, Access For All (AFA) Standards, Physical Protection as per ‘PIN Protection Principles and Techniques’(PIN Shield) and approved Algorithm(s) for PIN Encryption. Support advanced Encryption Standard in future without any additional hardware. The PIN PAD should also support tamper resistant security module which enables automatic destruction of secret keys in case of attempt to interfere with the encryption system. All ATM should have PIN pad shields covering all three sides to avoid shoulder surfing or capture by the external camera. Above requirements are mandatory to implement for new ATM to be deployed by PURCHASER and good to have to be implemented on ATM wherever possible. Keyboard/ Pin Entry Device (PED) MUST be Braille enabled so that visually impaired persons can also be able to operate without any difficulty and have passed testing by Payment Card Industry (PCI), RuPay, Visa and MasterCard recognized laboratory and approved by PCI, VISA, MasterCard, RuPay and all major payment gateways. 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.</p>		
4.19	EPP shield/protector be provided for safeguarding EPP from damage by miscreants.		
4.20	Capable of Voice guidance to customer and slot for connecting head phone, PIN and figure print authentication (UIDAI Compliant). Capable of Voice guidance to customers in multiple languages including English, Hindi etc.		

	Audio/WAV files for voice guidance functionality to be provided by the selected bidder in consultation with the Bank at no additional cost. However bank will inform the regional language text of the audio.		
4.21	Auto run facility should be disabled. Auto run facility of .exe files from a network or a USB port shall be disabled immediately.		
4.22	ATM should be capable for providing virtual keyboard for entering Aadhar/Debit Card		
4.23	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.		
4.24	Terminal should be capable to display graphic screen and video files in commonly available picture formats (MPEG, MP4, PCX, JPEG, BMP etc.).		
4.25	Provide Text-to-Speech (TTS) support in English, Hindi		
4.26	Terminal should be capable to integrate with custom/3rd party Text-to-Speech (TTS) software.		
4.27	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.		
5	DISPENSER:		
5.1	Vacuum/ Friction Pick technology or any other technology of international standards that is acceptable to the Bank.		
5.2	The dispenser should be a multi-media dispenser capable of dispensing Currency with bunch presenter.		
5.3	The dispenser should be capable of handling soiled but issuable and mixed currencies as well as retract and purge capability with cash retraction disabled currently.		
5.4	The dispenser should have four active currency cassettes with 4 pickup or 4 high modules to handle different denominations. All currency cassettes should be capable of dispensing INR 100/-, INR 200/-,INR 500/- as well as 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 cost to the Bank.		
5.5	2* Double pick Module and 4 cassettes with unique lock & keys for cassette set of each ATM. All cassettes including purge bin should be lockable and latchable. (As per RBI guidelines for cassettes swap in ATM RBI circular RBI/2017-18/DCM(plg.) No 3641/10.25.007/201/2017-18 dated 12 th April 2018 or higher denomination. It should be possible to program the denominations. The dispenser		

	should have Additional Divert Cassette for rejected notes. Spacers if required should be provided with currency cassettes.		
5.5	The currency Cassette shall be standard/ convenience type with external sealing (lock and key). Cassettes key should be different from hood keys and unique to one machine only. (Spare set of keys also to be provided by OEM). If required, locks should be replaceable without requirement of changing the cassette.		
5.6	The dispenser should have the mechanism to take back the currency and transport it to the divert cassette if the customer does not collect it but be disabled for time being		
5.7	Currency dispensing capacity for dispensing 40 or above notes at a time. Bidder to mention dispensing capacity for each dispenses. Presenter type is required.		
5.8	Currency holding capacity should not be less than 2500 notes per cassette		
5.9	Video/ audio or suitable indication / signal to confirm proper insertion of cassette is to be provided.		
5.10	The ATM must be able to give a Media low indication for the dispenser cassette.		
5.11	Currency cassettes must have lock and key (Lockable Cassettes).		
5.12	Cassettes/ Purge Bins/ Reject Bins should have defined self-life of Three (03) years. Currency cassette will not be considered as consumable spare.		
5.13	Dispense at least 5 notes per second		
5.14	Lockable Reject Bin or Divert cassettes bin with capacity to hold 300 notes		
5.15	Encrypted communication and trust relation should be established between PC core and dispenser.		
5.16	Should not have any hardware module sensors which could be accessible by any end consumer either during idle state or during transaction processing.		
5.17	Capable of multi-currency dispensing.		
6	CARD READER: HYBRID DIP TYPE		
6.1	The card reader should be capable of reading tracks one, two and three as per ISO standard or RuPay/ Master/ Visa Card format /EMV co. certified with L1 & L2 valid approval for 7 years with upgrades on FOC basis for 7 years. Necessary Hardware and Software - XFS /equivalent Upgrades, Application and EMV Kernel & License all should be provided by default. Card Reader should be compatible to work with any valid EMVCo certified EMV Kernels.		
6.2	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.		
6.3	Card Reader (DIP Type) must be Hybrid Card Reader. Latest EMV 4.0 or above compliant & functional. Capable of reading Smart card, Chip card/HYCO card as well as card with magnetic encoding. Conforming to RuPay, VISA, Amex and MasterCard standards		
6.4	Conformance to VISA card EMV's latest specification; mention the version readiness for both the levels, Level 1 (for Card reader Hardware) & Level 2 (for Application Software). It will be responsibility of the vendor to ensure the conformance to VISA / Mastercard / Rupay Card EMV's latest specification mention the version readiness for both the levels, Level 1 and Level 2 including Application software. ATM should be ready for using EMV chip cards. Re- certification of Level 1 & Level 2 should be in time so as that there isn't a lapse in the same.		
6.5	Software/ firmware with license for using EMV chip/smart card on ATM.		
6.6	Design of ATM offered in this RFP should have proven track record of skimming & malware attack proof and should be capable of providing comprehensive skimming & malware injection protection. (OEM's catalogue with enlarged Front view of ATM should be enclosed with the bid.) Bank may check the track record of skimming & malware attack incidents happened in India and abroad through its own resources/third party audit/ STQC teams		
6.7	Dip Card Reader with anti-skimming device and anti-skimming solution installed with the ATM. Details of the anti-skimming technology/ device to be enclosed. The device should be capable of providing comprehensive skimming protection solution which achieves the following objectives :- (i) Senses unauthorized attachment of any device on the card reader module. (ii) Sends the signal to Switch and further to the Remote ATM Management Centre of the Service Provider/Bank, Capable of enabling the Switch and/or Remote ATM Management Centre to put the machine Out-of-Service as well as block the card reader from accepting any more card insertions.		
6.8	Hybrid Dip Smart Card Reader: Smart Card Reader with media entry indicator having capability to read magnetic stripe & smart card chip (EMV v 4.0 or higher standard compliant) with Level 2 approved terminal resident application. Vendor to submit requisite EMV certificate. It should carry latest EMV CAM 2 Licenses as well as XFS/equivalent software without requiring any further up-gradation.		

6.9	Capability to read track 1, 2 and 3 as per ISO standard or RuPay/ Master/ Visa Card format /EMV co. certified with L1 & L2 valid approval for 7 years with upgrades on Free of cost basis.		
6.10	Software / license for using smartcard functionality on ATM and for using EMV Chip cards.		
6.11	ATM should have capability for transactions of all types of cards like MasterCard, Maestro, Visa, AMEX, RuPay and all other types of cards currently being used. ATM should have capability for upgradation at a future date for enabling transactions through CONTACTLESS CARDS or NFC cards which only needed to be waved close to the card reader and enter PIN to operate, so that it act as deterrent against any kind of skimming where data from the card is copied and misused. ATM should also have capability to integrate QR code scanner ready for future requirements of scanning QR code from mobile phones by simply attaching a reader. Bidder should offer ATM model which has capability to be upgraded, hardware and software wise, as the case maybe, if desired by the Bank in future for transactions through Contact less cards / NFC or for integration of QR code scanner for transactions through QR codes from mobile phones/other devices <u>at no additional cost to the Bank.</u>		
7	RECEIPT PRINTER ON THE ATM		
7.1	40 column or better standard Thermal/ Dot Matrix printer to print various information pertaining to the transactions executed by the customer.		
7.2	The printer must be able to cut the paper and push the receipt out of a slot provided on the ATM fascia.		
7.3	The printer supports multilingual customer receipt printing as per customer's choice of language.		
7.4	The Printer must be able to cut the paper and push the receipt out of slot provided on the ATM fascia. Capable of auto paper loading and cutting. ATM should be capable of providing receipt in Hindi language also.		
7.5	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)		
7.6	Printer driver/firmware needs to support Hindi, English and regional Indian type fonts/specification.		
7.7	nic		
8	JOURNAL PRINTER ON THE ATM (OPTIONAL)		

8.1	ATM should have hardware and software capability for installing and operationalizing 40 column or better Dot Matrix Journal Printer/ Thermal Printer to print audit trail. If journal printer runs out of paper or gets jammed or becomes non-functional, ATM should not function.		
8.2	There should be low media warning for items viz. bills, journal rolls, consumer receipts etc.		
8.3	ATM must be enabled for Electronic Journal with low warning feature.		
8.4	Provision to store transaction details in the hard disk; retrieve data from the hard disk in the format required at any point of time		
9	Remote Status indicator – ATM should have remote status indicators for		
9.1	Low paper		
9.2	Low currency		
9.3	Divert bin Full		
9.4	ATM out of service		
9.5	Paper jam in printers		
9.6	Printer fatal		
9.7	Currency Jam		
9.8	DVS system down indicators		
10	CAPABILITIES OF ATM SOFTWARE:		
10.1	The ATM application software should enable the ATM to function when hooked to a network and should support all the features that are ATM related switch functionality		
10.2	The application should have powerful real time features based on customer initiated transaction and logging for audit trail.		
10.3	The application software should support the facility to change PIN at the ATM by the customers after verifying the existing PIN.		
10.4	The ATM quoted should provide for MAC'ing , which involves appending of a checksum to messages (as per ANSI X 9.9 standards)		
10.5	The ATM should have the capability to talk on-line to the host computer system having total branch banking software singly or through the network switch established for the purpose. The ATM should be networked to the Bank's ATM Switch by using standard Device Handler i.e. NDC, DDC as and when BIS comes up with an alternate Indian Standards device handler the bidder must provide upgrade to this standard free of charge for PURCHASER and the switch provider. ATM should be able to interface centralized monitoring system like prognosis, gasper etc. to monitor the health of ATM		
10.6	The ATM should support checking for comprehensive skimming protection solution which achieves the following:- i) Senses unauthorized attachment of any device on/in surround of the card reader module. ii) Sends the signal to switch and further to the Remote ATM Management Centre of the vendor.		

	<p>iii) Capable of enabling the switch and/or Remote ATM Management Centre to put the machine Out-Of-Service as well as block the card reader from accepting any more card insertions.</p> <p>iv) Block the card reader entry to the card reader slot when such suspicious activity happens.</p> <p>v) It should also have the provision to sense any suspicious cloning activity attempted through insertion of wire or similar mechanism in the ATM.</p>		
10.7	Response to the terminal from central solution should not be more than 500 Mili seconds from the time of request originated at the terminal. In case of delay in response or no response from central Solution default transaction flow should be used.		
10.8	Capability to extract transaction details in the format required in electronic media		
10.9	ATM should support industry standard 3 rd software agent loaded for the purpose of monitoring, configuring, software up gradation/ EJ Pulling Distribution, content distribution etc. from a central site.		
10.10	Whenever the Chest door is opened, message has to be sent to the Switch for records		
10.11	The ATM software should be capable to support the Biometric card from initial stage and prompt for the finger scan and the scanned image to be sent to verification server for authentication and revert the message to the switch for further transaction. The biometric transactions should be supported by voice guidance system		
10.12	Vendor should arrange for OEM Vendor/Service Provider to deploy support team for testing at the ATM Test Lab whenever required at no cost to the bank.		
11	Digital Video Surveillance System		
11.1	ATM with pinhole camera installed inside with motion detection capability. The images captured by the cameras should be recorded either on a separate hard disc in the ATM or in an external DVR placed inside the ATM.		
11.2	Solution should be able to store Minimum 6 months of video images at an average of 300 transactions per day in the hard disc at any point of time.		
11.3	Software should be provided for remote viewing of the images stored in the video surveillance system hard disk or external media. Facility to take necessary back up of the stored images and retrieval of the same at any point of time		
11.4	Solution must be able to capture and stamp superimpose the date, time and transaction information on the recorded images		
11.5	The hardware should be integrated with the ATM		

	The solution must have a search facility to locate an image /event by date & time, card no, transaction reference no and ATM ID.		
11.6	Must be enabled for motion detection image capturing Support water marking for Image authentication		
11.7	The solution must not degrade the performance of ATM , e.g. speed of normal transaction		
11.8	ATM should support Bank's terminal security solution without any additional cost to the Bank		
11.9	To be capable of Bar code reader		
11.10	The CD should be preloaded with CEN XFS 3.10 or Equivalent/higher compliant layer and should be capable of running multi bidder software without any hardware changes. Testing, installation and operationalization of same without any additional cost to the Bank.		
11.11	The solution must be capable of monitoring from a central location. The Solution should be able to pull the required images from the central location and share the same over e-mail / SFTP / other communication medium with bank officials, as and when required.		
11.12	The suitable alternate Solution should be capable of notifying the Switch in case the DVSS camera is covered/ blocked by any means so that the Cash Dispenser does not dispense cash.		
11.13	Solution must be able to capture & stamp the transaction information (card number masked to comply with PCI-DSS) on the images and videos		
11.14	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)		
11.15	Solution should be able to integrate with any Multi- Vendor ATM Software available with Bank to facilitate the pulling of images centrally.		
11.16	Solution must provide an interface to browse, search and archive the stored images on hard disk or external media.		
12	PROTOCOLS SUPPORTED BY ATM		
12.1	The ATM must support TCP/IP protocols on leased line, ISDN, ATMMA, FWP and VSAT Network		
12.2	Support for Very Small Aperture Transmission (VSAT), ATMMA, GPRS, GSM, Fixed Wireless Phone (FWP) connectivity		
12.3	Should have network interface card 10/100/1000 Mbps Speed (IP V6 compliant)		
12.4	Must support TCP/IP, TLS1.3 & above (down gradable 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.		
12.5	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.		
12.6	Should be capable of connecting to the Bank's ATM Switch-IST – using existing device handlers at no additional cost to the Bank		
12.7	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.		
12.8	Ability to support multiple NIC to enable multiple connections		
12.9	Bidder to provide utility for converting the files, containing transaction details, into ASCII format		
13	SECURITY FEATURES		
13.1	ATM Should have all standard security features, Triple Data Encryption Standard (TDES), industry approved Key Management practices, approved Encrypting Pin Pads (EPPs) and should be Triple DES compliant. ATM must comply 'PIN Protection Principles and Techniques" and approved Algorithm(s) for PIN Encryption		
13.2	Support AES (Advanced Encryption Standards) in future		
13.3	There should be a two User IDs and password, one having admin rights and another with restrictive access so that unauthorized persons should not be able to get access to the system admin / BIOS. The Operating System should have the provision for parameterization to log critical changes & incidents for monitoring purposes.		
13.4	The password must meet the minimum length and upper case and lower case as per security policy defined.		
13.5	Dispenser Encryption: Host-based Encryption should be available between dispenser H/W and PC CORE and should be configured from the network layer all the way up to the application layer against known and unknown malicious attacks.		
13.6	Capable of Supporting Remote key Management – Triple DES /RSA with encryption / verification / validation software chip, Certificate or Signature-based.		
13.7	Hard disk should be encrypted at the time of installation		
13.8	Triple DES chip with encryption/ verification/ validation software. Should support AES without any additional hardware		
13.9	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.		
14	GENERAL:		
14.1	ATM should be modular in design and upgradeable to take care of: Expansion of services, Technology changes.		
14.2	Hood with Unique Key		
14.3	ATM should offer multilingual display capability on the customer interface terminal besides English. Minimum requirement is English, Hindi and Regional Language of particular State where the ATM is installed.		
14.4	The bidders should assist the PURCHASER in UPS sizing, site preparation and should certify the site including power and data cabling for readiness and installation of ATM.		
14.5	The color of the ATM should be rust proof standard color		
14.6	ATM should support MPEG full motion video and audio		
14.7	All ATM should have rear mirrors covering majority area of the ATM site.		
14.8	Bidder should be original manufacturers of ATM		
14.9	We are not original manufacturers of ATM. A letter of Undertaking from the Original Manufacturer that they will provide maintenance support in case of need, is enclosed		
15	Biometric Kit		
15.1	ATM supplied by the Bidder should have functionality to support Biometric functions and have the capacity to be integrated with the Bank's Biometric solution and UIDAI/STQC certified solution without any additional cost to the Bank		
15.2	The Biometric Kit with industry standard latest version of scanner and thumb/ finger print scanner software		
15.3	The ATM should have functionality required for illiterate persons. Multilingual screen support and capable of Voice Guidance		
15.4	The Biometric ATM shall be integrated with the Purchaser's proposed biometric solution.		
15.5	Complete Biometric Kit including scanner, Audio Jack should be as per STQC standards		
15.6	EMV Certifications		
15.7	Owens a valid Level 1 and Level 2 letter of approval from EMV Co		
15.8	EMV application kernel must be most recent as listed on EMV Co website		
15.9	The machine should have a valid Terminal Quality Management (TQM) label		
15.10	Should have a valid PCI pin Transaction Security approval number.		
15.11	All ATM should also be fully EMV (Europay Master, Visa, AMEX) certified and enabled including having requisite latest hardware and pre-installed EMV software. Chip (EMV v 4.0 standard compliant). Vendor to submit EMV Certificate/approvals valid for entire contract/AMC		

	period. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.		
15.12	AADHAAR based transaction validation		
15.13	The Machine has a STQC certified biometric scanner for AADHAAR based transaction validation.		
15.14	The machine has all the relevant software as certified by UIDAI required for AADHAAR based validations		
15.15	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	Visual Impaired kit for the ATM		
16.1	ATM installed should be Braille keypads for persons with visual impairment		
16.2	ATM should include Braille-enabled function keys and guide labels for other functionalities, such as card reader, reader, receipt, cash dispenser.		
16.3	Cash presenter for ease in collecting cash Personalized headphone jack with voice control features		
16.4	Voice Guidance facility or Talking ATM as per Annexure		
16.5	Ergonomic design for easy accessibility		
17	NFC and QR code based solutions on ATM		
17.1	ATM model which has capability to be upgraded, hardware and software wise, as the case maybe, if desired by the Bank in future for transactions through Contact less cards/NFC or for integration of QR code scanner for transactions through QR codes from mobile phones/other devices		
17.2	NFC on ATM - ATM should have capability for up-gradation at a future date for enabling transactions through Contact less cards or NFC cards which only needed to be waved close to the card reader and enter PIN to operate, so that it act as deterrent against any kind of skimming where data from the card is copied and misused The NFC contactless module with support Contactless Card integration (Hardware and Software) supporting upto ISO 14443 Type A/Type B, MiFare, ISO 21481 and ISO/IEC 18092 or higher. In case of any new guidelines or the regulator mandates newer specifications, the service provider should provide required support for hardware/software without any additional cost to the bank during the contract period.		
17.3	QR Code on ATM - ATM should also have capability to integrate QR code scanner ready for future requirements of scanning QR code from mobile phones by simply attaching a reader		
18	Other Extended Features		

18.1	Applicant/ Bidder to integrate – where required – the alarm sensors of the Cash dispenser to the branch siren/hooter without any additional cost to Bank. Alarm sensors for temperature status, seismic or vibration status and chest open status while sending signal/messages to Switch/management centre.		
18.2	Cash Dispenser should have Integrated Power Management Solution. The Cash dispenser software must be capable of inter-facing with the Bank's UPS systems and query the battery status, in-line power and temperature, taking the machine out of service if the battery capacity is too low, perform scheduled power offs and automatically start up at the configured date and time. The solution must shut down gracefully to allow completion of the ongoing functionality must be controllable remotely.		
18.3	Machine should be capable of centrally downloading Software/ Patches upgrades and idle screen and content distribution. Machine should be capable of centrally downloading Software/ Patches upgrades and idle screen and content distribution		
18.4	Color Branding as per Bank's requirement Bank's designed stickers have to be affixed on the fascia at the time of installation at no cost to the Bank		
18.5	ATM to be provided with internal battery backup which will be required for preserving the last state of the machine in the event of loss of power supply. This is required to achieve safeguarding the corruption of ATM Software.		
19	Other Specifications: Following features should be available in the ATM by default.		
19.1	Centralized Monitoring System Server Bidder should provide appropriate monitoring server with minimum specification:		
19.2	Bidder should provide license, application & system software with support during the contract period in the Bank's DC & DR. The specification must cater the requirement of minimum 1000 ATM. Bidder need to specify server specifications in Bill of Material (Annexure- 20)		
19.3	Maintenance of server required to be done by the selected bidder during the contract period and extended AMC period of ATM including timely patch updation, software updation etc. without any additional cost to the Bank.		
19.4	Whitelisting solution : White listing of applications in ATM along with White listing solution		
19.5	Auto run facility of .exe files from a network or a USB port shall be disabled immediately		
19.6	ATM passwords need to comply with password security best practices. ATM should have OS level User ID/Password, such that unauthorized persons cannot assess the ATM console. There should be only one OS user/profile.		
19.7	Full hard disk encryption (FHDE) and encryption and authentication solutions to protect internal		

	communications between the genuine ATM PC core and ATM modules, including the dispenser encryption. ATM should have Full hard disk encryption , Dispenser encryption and along with authentication solutions to protect internal communications between the genuine ATM PC core and ATM modules		
19.8	Terminal Security Solution with Time Based Admin Access operational since installation.		
19.9	Security measures such as BIOS password should be enabled and password should be handed over to bank, USB ports should be disabled , auto-run facility should be disabled , ATM should have terminal security solution/software, time-based admin access software with support and upgrades for entire contract/AMC period In case Bank decides to implement a centralized anti-virus solution in future, ATM should be integrated with the same without additional cost to Bank.		
19.10	Anti-Skimming Solution: ATM should have Anti-Skimming solution to deduct any external device attached to the card reader and make machine non- functional/down immediately and ATM should send an alert to the switch to prevent data theft /skimming. ATM should have all required software and hardware or anti-skimming device required for anti-skimming solution.		
19.11	Operating systems: <u>Operating systems: Multi-tasking Real Time Operating System and software to control all activities of the ATM. LINUX / Microsoft Windows 10 or higher with latest Service pack.</u> <u>The Bidder is responsible to upgrade the Operating System & applications deployed onto ATM to higher/latest version in case of any regulatory compliance at no additional cost during both warranty and AMC period (covering 6 years). Further, the Bidder should ensure that on up-gradation, there should be no disruptions of service and no performance related issues faced.</u>		
19.12	ATM should have mechanisms to detect physical tampering of the ATM on real time basis with all the hardware and software. Especially card reader should detect if any skimmer is attached to it.		
19.13	OS should be hardened i.e ATM should have basic hardening of the Operating System		
19.14	Lockable cassettes: Cassettes should have lock and key.		
19.15	All the advisories issued by RBI/NPCI/IBA/Govt. of India as on Bid Submission date should be complied with by default in the ATM to be supplied in this project.		
19.16	Terminal Security Solution with Time based		

	Admin access		
19.17	ATM / ATM should have mechanisms to detect physical tampering of the ATM on real time basis with all the hardware and software. Especially card reader should detect if any skimmer is attached to it.		
19.18	TLS 2.1 Encryption: Should have TLS 1.2 Protocol that provides End-to End communications security over network for online transactions to prevent eavesdropping, tampering and message forgery. Unique TLS 1.2 protocol to provide a secure means for encrypting transmission of card holder data across open public networks. Unique TLS protocol to protect:- a)Network cable, Skimming attack, Man-in-the Middle (MIM) attack, Host Emulation attack		

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

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

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

Cash Dispenser:

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

Biometric Cash Dispensers:

The Technical Specifications of Biometric Dispense shall be a cash dispenser with additional specification as per point (**Annexure -18 Point No.15**) "Biometric Kit" without any extra cost to the Bank.

Dispensers with EMV functionality

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

Replacement of Spare parts during Warranty and AMC

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

Visual Impaired kit for the ATMs

The Technical Specifications of kit for Visual Impaired shall be a cash dispenser with additional specification as per point (Annexure -18 Point 16.1 to 16.5 and Annexure - 23) "Visual Impaired" without any extra cost to the Bank.

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

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:

S.N.	Requirement	Compliance (Y/ N)
1	Withdrawal of Cash (ONUS) <ul style="list-style-type: none">• With Card• Cardless• OFFUS withdrawal	
2	FASTCASH	
3	Balance Inquiry	
4	MINI STATEMENT	
5	DCPIN / GREEN PIN generation	
6	Transfer of Fund <ul style="list-style-type: none">-Card to Card- Self account-Within Bank account	
7	IMPS <ul style="list-style-type: none">-Registration-Fund transfer	
8	Credit Card Bill payment	
9	Aadhar Registration	
10	Mobile Banking Registration	
11	Lead Generation <ul style="list-style-type: none">-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"> • Device ID, Date and Time • Location Code (Alphanumeric) • Card no. • Account No. • Name of account holder • Transaction SL No. • Amount • Description of transaction 	
18	Admin functions for Cash Management reconciliation	
19	Should allow cancelling a transaction before its execution. (Appropriate message should appear guiding the customer)	
20	On-screen instructions <ul style="list-style-type: none"> · Videos detailing transaction steps · Flashing lead-through indicators · Consumer-guidance labels Distinguishing icons	
21	MIS Reports on: <ul style="list-style-type: none"> • All Dispense Transaction • Denomination-wise Cash Balance Report • Transactions where account debited but dispense not done • Reconciliation reports • Admin function reports Complete List of MIS Reports to be enclosed 	

Additional terms

1. Deviations from technical specifications may be clearly indicated. Though the Bank has laid down the minimum configuration of both hardware and software of ATMs s to meet present requirements.
2. All operating system upgrades / proprietary software upgrades / patches / licenses will be provided free of cost and also installed in all the ATMs s at no cost to the Bank for the entire period of support committed (Warranty/ AMC Services).
3. ATMs/ATMs, OS and Application Software should be protected with necessary hardening

tools. The vendor is responsible for ensuring that system does not get affected by virus/malware.

4. The Vendor shall upgrade software/hardware and components which goes end of life during the contract period without any cost to the Bank. If bidders need to upgrade the Operating System due to end of support by Microsoft and if higher version of OS is not supported by the existing hardware of ATM then bidders need to upgrade the hardware without extra cost to the Bank.
5. The ATMs need to be energy efficient. The ATMs to be supplied have to be fully functional in normal weather conditions (temperature, humidity, dust, etc) as per industry standard within the country. Temperature and humidity ranges to be indicated.
6. The Chemical Earthing may be used by the Bank for any other location, if required.
 - We enclose the technical brochures for the model quoted.
 - We agree for insuring the systems covering transit risk and storage cum erection risk up to the date of delivery at the destination.
 - We submit that we shall abide by your Standard terms and conditions governing the quotations and Warranty mentioned.
 - We submit that we abide by the details given above.
 - We enclose all the enclosures as per the requirement of the RFP and the check list as per is attached herewith.

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

This Non-Disclosure Agreement made and entered into at ThisDay of.....2024.

BY AND BETWEEN

M/s, 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(PSB) , a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 and having its **Corporate Office** at NBCC Complex, East Kidwai Nagar, New Delhi-110023 **through its HO ATM Cell at 2nd Floor, Institutional Plot 151, Sector-44, Gurugram-122003** (hereinafter referred to as **“PSB” or “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 SECOND PART.

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

Whereas:

Punjab & Sind Bank (PSB) is engaged in the business of providing financial services to its customers and intends for **“End-to-End Supply, Installation, Commissioning and Maintenance of 1000 Automated Teller Machines (ATMs) (Including UPS , Chemical Earthing ,AMC & spare cassettes) Under Rate Contract for Five Years through gem portal.”**

- For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other (the Party receiving the information being referred to as the “Receiving Party” and the Party disclosing the information being referred to as the “Disclosing Party). Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER

1. Confidential Information:

- (i) “Confidential Information” means all information disclosed/furnished by Punjab & Sind Bank(PSB) 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 shall not include any information that:

- a. is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party;
- b. becomes known to Receiving Party free from any confidentiality obligations prior to Disclosing Party's disclosure of such information to Receiving Party;
- c. became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party and without confidentiality restrictions on use and disclosure; or
- d. is independently developed by Receiving Party

2. Non-Disclosure:

- a) Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's "Covered Person" which term shall mean employees, contingent workers and professional advisers of a party who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with Covered Person, sufficient to enable it to comply with all the provisions of this Agreement. If the Service Provider appoints any Sub-Contractor (if allowed) then the Service Provider may disclose confidential information to such Sub-Contractor giving the Bank an undertaking in similar terms to the provisions of this clause. Any breach of this Agreement by Receiving Party's Covered Person or Sub-Contractor shall also be constructed a breach of this Agreement by Receiving Party.
- b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice (provided not restricted by applicable laws) prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
- The statutory auditors of the either party and
 - Government or Regulatory authorities regulating the affairs of the parties and inspectors and supervisory bodies thereof

3. Rights and Remedies

- a. Receiving Party shall notify Disclosing Party immediately upon discovery of any

unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

- b. Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- c. Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (including but not limited to as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
 - i. Suspension of access privileges
 - ii. Change of personnel assigned to the job
 - iii. Termination of contract
- d. Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4. Miscellaneous

- a. All Confidential Information and Confidential Materials are and shall remain the sole and of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party's patents, copyrights, trademarks, or trade secret information.
- b. Confidential Information made available is provided "As is," and disclosing party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, and fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or wilful default of disclosing party.
- c. Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- d. The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information

in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

- e. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- f. In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English/Hindi language at New Delhi and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto. Nothing in this clause prevents a party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or any other provisional judicial relief it considers necessary to avoid irreparable damage. This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of New Delhi.
- g. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- h. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- i. The Agreement shall be effective from _____ ("Effective Date") and shall be valid for a period of _____ year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

5. Suggestions and Feedback

Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free

to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

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

For and on behalf of

For and on behalf of

M/s ----- Ltd.

Punjab & Sind Bank

Witness: 1 (Details)

Witness: 2 (Details)

Indicative Commercial Bid:

Indicative commercial for “**End-to-End Supply, Installation, Commissioning and Maintenance of 1000 Automated Teller Machines (ATMs) (Including UPS , Chemical Earthing ,AMC & spare cassettes) Under Rate Contract for Five Years through gem portal.**”

Format for Commercial Bid**Table 1:**

S. N.	Items	Unit Price (INR) (A)	Quantity (B)	Total Price (INR) C=(A)x(B)
1	Cost of ATM with One year warranty as per specifications given in Annexure-18		500	
2	Cost of ATM with One year warranty as per specifications given in Annexure-18 with Buyback of old ATM.		500	
3	Cost of AMC of ATM for 6 years after One year warranty period as per Table 2. Mention the percentage of AMC rate.		1000	
4	Cost of UPS including batteries with One year warranty of UPS & two years warranty of batteries as per specifications given in Annexure-25		1000	
5	Cost of Annual AMC of UPS (excluding batteries) for 6 years after One year warranty period as per Table 4. Mention the percentage of AMC rate.		1000	
6	Cost of Chemical Earthing with maintenance of 7 years/Insulated Transformer		1000	
7	Cost of one spare currency cassette Secure with lock & key		1000*4	
8	Cost of one spare reject/divert bin Secure with lock & key		1000	
9	Total Cost of the Optional / Spare parts as per Table - 6	N.A	Total of Table-6	
TOTAL COST FOR DETERMINATION OF L1 BIDDER		N.A	N.A	

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

	Year-1	Year -2	Year-3	Year-4	Year- 5	Year -6	Amount (in Rs.)
1. FOR ATM ATM as per specifications - Annexure-18							

	TOTAL COST OF AMC FOR ATM FOR 6 YEARS	
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Table 3: Bank will raise invoice for the Buyback machines as per GST guidelines as follows.

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

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

	Year-1	Year -2	Year-3	Year- 4	Year- 5	Year - 6	Amount (in Rs.)
1. FOR UPS							
UPS as per specifications - Annexure-25							
TOTAL COST OF AMC FOR UPS FOR 6 YEARS							

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

S. N.	Particulars	Unit Price (INR) (A)	Quantity (B)	Total Price (INR) C=(A) x B
1	Dispenser Unit		Each	
2	Stacker Unit		Each	
3	1 TB SATA/e-SATA Hard Disk or higher version		Each	
4	Hybrid DIP Smart Card reader with EMV Certification		Each	
6	15" LATM Monitor or higher Touch Screen Display with private filter and multilingual support		Each	
7	PC Core mother board		Each	
8	SMPS Unit		Each	
9	Fascia		Each	
10	EPP		Each	
11.	Hood Door Lock & Key		Each	
12	Divert /Reject Cassette		Each	
13	Receipt Printer		Each	
14	Receipt Printer Head		Each	
15	Journal Printer with installation and configuration		Each	
16	Journal Printer Head with installation and configuration		Each	

17	Dual Combination Electronic chest lock with OTC (S & G/ KABA /Perto make,etc)		Each	
18	Black keys with 3 year warranty (if applicable)		Each	
19	Red keys with 3 year warranty (If applicable)		Each	
20	Blue keys with 3 years warranty(If applicable)		Each	
21	Presenter		Each	
22	Two high Double Pick Module without cassette		Each	
23	Shutter assembly		Each	
24	Harness		Each	
25	Stacker module		Each	
26	8 GB RAM		Each	
27	Fascia Lock		Each	
28	One Visit Charges of Engineer (Rates are for one visit only it is negotiable for bulk activities)		Each	
29	Chest Door cutting Charges / Safe Vault Breaking Charges		Each	
30	Grouting Cost "Moving/tilting of machine for removing existing leveling screws. Drilling 8"-10" holes in the existing flooring using concrete drill bits. Hammering metal sleeves in these holes. Repositioning the machines over the existing markings. Putting in Anchor fasteners - min. 6" long anchor fasteners, preferably of Fischer make. Applying resin adhesive (Araldite) over the finished bolt positions for improved bonding & Repairing broke tiles, if any".		Each	
31	De-Grouting of ATM Cost		Each	
32	Training Cost of ATM – per day cost for on-site training & hand holding support per ATM to branch and customers.		Each	
33	Shifting of ATM within same premises with de-installation and reinstallation including de-grouting & grouting		Each	
34	Shifting of ATM within same City (Intra-city) with de-installation and re-installation including de-grouting & grouting		Each	
35	Shifting of ATM within inter City within same State with de-installation and re-installation including de-grouting & grouting		Each	
36	Shifting of ATM from one State to other State (Inter State) with de-installation and reinstallation including de-grouting & grouting		Each	
37	Cost of Biometric Solution (Annexure-18, Point		Each	

	No 15) along with hardware, software and solution Implementation including future up-gradations.			
38	Cost of EMV Solution (Annexure-18, Point No 18) along with hardware, software and solution Implementation including future up-gradations.		Each	
39	Cost of AADHAR Solution (Annexure-18, Point No 19) along with hardware, software, and solution Implementation including future up-gradations.		Each	
40	Cost of VISUAL IMPAIRED Solution (Annexure-18, Point No 20) along with hardware, software and solution implementation including future up gradations.		Each	
41	Anti-Skimming Device with technology, integration and implementation along with full functionality as per Annexure –18		Each	
42	Soft Keys/FDK		Each	
43	Servo stabilizer to cater a load of ATM with UPS		Each	
44	Presenter Module		Each	
45	ATM Internal camera (Video Surveillance System)		Each	
46	Safe Lock Battery		Each	
47	Upgradation of ATM at a future date for enabling transactions through Contact less cards or NFC cards which only needed to be waved close to the reader and enter PIN to operate, so that it act as deterrent against any kind of skimming where data from the card is copied and misused		Each	
48	Safe door		Each	
49	Hood door		Each	
50	Chest Door with Mechanism		Each	
51	Hood lock with hinges		Each	
52	RP/JP Tray with railing		Each	
53	Power Manager board or equivalent spare		Each	
54	One set of batteries of UPS with 4 hrs backup with minimum VAH of 7200 for the quoted UPS		One set of all batteries	

The rates for the following optional / spare parts must also be quoted separately on Table – 6 as below. The Total cost of the optional / spare parts as per Table – 6 will be added to the Rates quoted in the Commercial Bid on Table – 1 of Annexure – 20 for arriving at the Total Cost of the L1 Bidder.

Table – 6:

S. N.	Particulars	Unit (INR)	Price (A)
1	Currency Cassette – Secure with lock & key		
2	Hybrid DIP Smart Card reader with EMV Certification and Anti-Skimming Device & Solution		
3	15” LATM Monitor or higher Touch Screen Display with private filter and multilingual support		
4	EPP		
5	Dual Combination Electronic chest lock with OTC (S & G/ KABA/perto make)		
6	One Visit Charges of Engineer (Rates are for one visit only it is negotiable for bulk activities)		
7	Chest Door cutting Charges / Safe Vault Breaking Charges		
8	Grouting Cost “Moving/tilting of machine for removing existing levelling screws. Drilling 8”-10” holes in the existing flooring using concrete drill bits. Hammering metal sleeves in these holes. Repositioning the machines over the existing markings. Putting in Anchor fasteners - min. 6” long anchor Fasteners, preferably of Fischer make. Applying resin adhesive (Araldite) over the finished bolt positions for improved bonding & Repairing broke tiles, if any”.		
9	De-Grouting of ATM Cost		
10	Shifting of ATM within same premises with de-installation and reinstallation (excluding Grouting & De-grouting)		
11	Shifting of ATM within same City (Intra-city) with de-installation and re- installation (excluding Grouting & De-grouting)		
12	Shifting of ATM within Inter City within same State with de-installation and re- installation (excluding Grouting & De-grouting)		
13	Shifting of ATM from one State to other State (Inter State) with de-installation and reinstallation (excluding Grouting & De-grouting)		
	Total Cost of Optional / Spare parts (The Total Cost of Optional / Spare parts must be reported in S.No.7 of Table-1)		

Splitting of Bids:

- **With a view to reducing the risks of dependency on a single bidder, Bank reserves the right to split the order among two technically qualified least quoting bidders i.e. L1 & L2 in the ratio of 60:40 provided that L-2 accepts the item wise and proportion wise price of L1-bidder.**
- **In case L2 bidder is not willing to supply at L1 price, bank shall call L3, L4 etc.**
- **The TCO amount will be finalized through reverse auction process and all the rates quoted in indicative commercial bid will be reduced in the same proportion of TCO reduced through reverse auction.**

Note :

1. The price should be quoted for the item as per the technical specification given Annexure-18
2. The quoted prices should be in Indian Rupees only and inclusive of all , Statuary levies (duties/insurance/freight etc.) except Sales Tax (CST/LST)/Service Tax/GST/VAT/WCT/any Cess levied on service tax (or any other taxes that may be levied by government during the rate contract period in lieu of these taxes), Octroi /Entry Tax /Road Entry Permit charges which will be paid on actual basis on production of paid receipt to the Bank.
3. AMC for ATM /UPS will start after expiry of warranty and warranty will start from the date of installation and acceptance of Hardware.
4. AMC Rate for hardware items (%) -The AMC rate for ATM /UPS should not be more than 7% and the bidder shall be required to quote the rate applicable for 6 years after the expiry of warranty period of One year.
5. Bidders must quote for all the items of Table-1, Table-2, Table-3, Table-4, Table-5 and Table-6 of Annexure-18 required by the Bank. If the rate of any of the items is not quoted, bid will be rejected summarily as non-responsive. Please incorporate the item in commercial proposal strictly as per Technical offer only.
6. Multiplication Factor is not indicative of any estimated/tentative quantity to be purchased by the Bank.
7. Bank's discretion to purchase the UPS batteries from the selected bidder/Vendor.
8. Bank may procure the UPS batteries from the open market and bidder/Vendor has to assist/replace UPS batteries without any additional cost to the Bank.
9. The Purchaser reserves its right to disqualify any offer made with AMC rate of 3% or less of the purchase value of unit cost of ATM and UPS mentioned in table-1 as unrealistic.
10. The rates for above items/ accessories/ spares/ services (if lower than existing price) would be applicable to Bank's existing ATMs/ATMs and also irrespective of their date of procurement.
11. Bank will place order for required number of parts/service based on the requirement and vendor has to execute the same as and when necessary. Rates should include installation charges. No additional call charges or labour charges are payable when spares are replaced or service given. Sales tax/WCT/GST/ VAT/service tax/octroi/entry tax/any other tax in lieu of this, will be extra on actuals at applicable rates.

For

(Authorised
Signatory)

Name:

Place:

Date:

Contact phone No/email id:

Designation:

Signature

Office Seal

Seal of Company

Compliance Statement – Reverse Auction

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

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 hereby declared that:-

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

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No/Telephone No.:

Seal of Company:

Letter of Authority for Participation in Reverse Auction

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 hereby declared that:-

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

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No/Telephone No.:

Seal of Company:

Undertaking of Process Compliance Statement for Reverse Auction

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)

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,

This letter is to confirm that:

1. The undersigned is authorized representative of the company.
2. We have studied the Commercial Terms and the Business Rules governing the Reverse Auction as mentioned in the RFP and confirm our agreement to them.
3. We confirm that Union Bank of India and Auction Service Provider shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
4. We also confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.
5. We also confirm that we will mail the price confirmation & break up of our quoted price as per Annexure 20 within 24 hours of the completion of the reverse auction.
6. We, hereby confirm that we will honor the bids placed by us during the auction process.

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No/Telephone No.:

Seal of Company:

Self-Certification of Local Content

Date:

To

The Deputy General Manager

Punjab & Sind Bank

Head Office ATM Cell,

2nd Floor, Plot No. 151, Sector 44

Gurugram -122003

Dear Sir,

Reg: Request for proposal (RFP) for End-to-End Supply, Installation, Commissioning and Maintenance of 1000 Automated Teller Machines (ATMs) (Including UPS, Chemical Earthing, AMC & Spare cassettes) Under Rate Contract for Five Years through gem portal.

This is to certify that proposed “Request for proposal (RFP) for End-to-End Supply, Installation, Commissioning and Maintenance of 1000 Automated Teller Machines (ATMs) (Including UPS Chemical Earthing, AMC & Spare cassettes) Under Rate Contract for Five Years” 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.

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

Product details	Location(s) of value addition	%age of Local Content

2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 including revision thereto.
3. 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.

Date: _____

Place: _____

Signature of Authorized Signatory Name
of Signatory:

Designation:

Email ID:

Penalty Clause**1. Penalty on delay in 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 Acceptance of Purchase Order by Bidder.

The letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions shall be contained in 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**.

2. Penalty on delay in submission of PBG:

In case the selected Bidder fails to submit performance bank guarantee within the time stipulated, penalty of Rs. 2,000/- per day, subject to maximum 5% Total contract value will be levied.

3. Termination of contract:

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.

4. Liquidation Damages

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.

5. Penalty for delay in implementation:

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

5.1 Penalty for delay in Delivery

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

For this purpose, delivery means delivery of all the ordered equipment including interface cables at the site along with the set of document/ATMs / on operational use of the equipment, one set of ATM ROMS/DVD containing the original system software and all the relevant documentation of the system add on utilities as specified in the orders.

If the bidder fails to deliver any or all goods or perform services within stipulated time schedule, the purchaser shall, without prejudice to its other remedies under the rate contract, deduct penalty at the rate of 1% of the order / invoice value of undelivered equipment / system for per week of delay, as late delivery charges until actual delivery of

the equipment subject to a maximum of 20% of the order value. The Penalty will be charged on order value for the items for which delivery is delayed.

The Bank is entitled to withhold (deduct) from the purchase price or any other amount, which is due to bidder/supplier from the contract.

The Bank reserves the right to cancel the order in case complete delivery/services are not affected within the stipulated time.

5.2 Penalty for delay in Installation

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

5.3 Penalty for Downtime

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

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

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

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

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

5.4 Recovery of Penalty:

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

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

Further Penalty of Rs 500 per day will be charged for any delay in addressing the ATM related calls beyond stipulated time limit

Area	Time limit.
Metro	within 04 HRS
Urban	within 06 HRS
Semi urban	within 08 HRS
Rural	within 12 HRS

The Vendor/bidder shall ensure that any defective or faulty hardware is replaced or the reported issue (hardware related) is resolved within the prescribed timeline. Failure to comply with stipulated timeline will result in penalties as already mention above .

Prescribed resolution/replacement time line is

Area	Time Limit
Metro	2 days
Urban	3 days
Semi urban	4 days
Rural	5 days

Repeated noncompliance or delays may lead to additional consequences, including but not limited to termination of the agreement or withholding of payments. The Vendor/Bidder is required to maintain adequate inventory and technical recourses to meet the commitment.

6. Penalty for Onsite Technical Support :

- In case Onsite Technical support not provided by the bidder within 1 month from letter of intent or PO then Bank shall invoke the Bid security declaration and Bank Guarantee. In case of Onsite Technical Support is not present in Bank and there is no alternate resource then Bank shall deduct payment from monthly payments on pro rata basis.
- Bidder has to ensure mandatory 95% attendance (per month) of the onsite resources (02) throughout the contract period. If the resources attendance is below 95%, Rs. 2000 per day will be penalized to Bidder where onsite resource was not present accordingly.

7. Penalty against Regulatory Compliance:

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.

8. Penalty on delay in Audit:

1. Bidder to ensure that the empanelled Agency submits the Audit Gap reports and compliance reports against the gaps identified during the Audits conducted and the same is to be shared with the bank on quarterly basis.

Any Delay by the Bidder in conducting the audit within 1 month of beginning of every quarter, bank shall levy the penalty of **Rs. 50,000 per day till the bidder conduct the**

Audits. Also, it is the responsibility of the bidder to close all identified gaps and ensure closure of all identified gaps by the end of each quarter.

2. If any gap found in Audit, then Bidder is to resolve the Audit gap within a resolution period. Any delay in audit gap resolution, penalty Bank shall deduct the penalty as under:

S.N	Item	Issue categorization	Resolution Period	Penalty Amount
1	Audit Gaps Resolution	High	Within 20 Days	5,000 per issue per day post the resolution period till the issue/gap closure date
		Medium	More than 30 Days	3,000 per issue per day post the resolution period till the issue/gap closure date
		Low	More than 45 Days	2,000 per issue per day post the resolution period till the issue/gap closure date

Solution for Visually Impaired Persons

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

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

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

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

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

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

Important feature required in the proposed solution:-

1. A visually challenged person should be able to operate a ATM machine independently for Cash Withdrawal, Balance Enquiry and PIN change ATM operations.
2. Braille Signages should be the part of ATM machine for locating ATM parts like card slot, cash dispenser, receipt printer, etc.
3. Person with visual disability should be able to operate the ATM with through insertion of a headphone in an audio jack of ATM machine and able to complete the transactions with keyboard. Orientation for the using is ATM facility is also provided which can be skipped next time.

4. Keypad buttons orientation is to be provided so that a visually challenged person can easily find buttons like Cancel, Clear and Enter. Also these three function keys have distinct raised symbols so that a visually challenged user can feel and press a correct key. Keypad number pressed is supported by a beep sound.
5. Bilingual orientation of ATM machine. This important talking ATM feature is added in Bank's talking ATM so that a visually challenged person who is a first time user will get complete orientation of the ATM and can learn different keys and slots on his own. Orientation feature also has skip ability so that in future an experienced visually challenged user can skip orientation and can perform a ATM transaction directly.
6. A visually challenged user can choose in the beginning of his ATM operation are language choice, volume control, hide or display screen and orientation to the ATM machine.
7. Complete screen text and audio synchronization is to be provided.
8. The solution should mandate the RBI guidelines for Cash-Out situation

Minimum specification required for Maintenance free Chemical Earthing with 7 years maintenance			
S N	Minimum specification	Complied/ Not-complied	Specification offered
1	<u>Chemical Earthing</u> Maintenance free Chemical Earthing using Electrode of size 80 mm dia, 03 meter long connected with 50X6 mm Copper internal strip complete with excavation, civil works, cast iron cover with back fill compound. The voltage between Neutral & Earth not to exceed 0 volts & IR value less than 1 ohm. The earth resistance shall be as per IS 3043. Backfill Earthing Compound of minimum 25 kg.		

Note:

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

For
(Authorised Signatory)
Place:
Date:

Name:
Designation:
Mobile phone No:
Phone No.:
E-mail id:
Office Seal

TECHNICAL SPECIFICATION FOR UPS OF 2 KVA WITH 4 HOURS BACKUP

Parameters	Technical specification	Compliance
Input Source	Mains/Local Make DG Set	
Rating	VA at 0.8 power factor	
Input (Voltage)	- 160 V to 270 V (350 V surge for 1 minute).	
Input Frequency	46-54 Hz	
Output (Voltage)	230V +/- 5 % (Both for load and supply variations) (Base Voltage adjustable)	
Frequency	50 Hz +/- 0.1% (Constant frequency Output)	
Waveform (Output)	Pure Sine wave form with TDH less than 3% (linear load), less than 4% (non-linear load)	
Isolation	To be isolated from input using Double coil transformer.	
Transient response	Less than 40 MS for 0 to 100% Step load change.	
Minimum metering/Indicators	1. Backup available (Time for which backup available say next 10 Min. 2. Battery low audio alarm. 3. Output OK indicator. 4. Input/output voltage meters. 5. Load Utilization Indicator 6. UPS on Mains/Battery 7. frequency	
Inverter efficiency	Greater than 90%	
Size	As compact as possible. Pl.State size.	
UPS type	On line (to act as power conditioner as well as Backup) with auto-start facility	
Inverter technology	Switch mode (PWM with IGBT switches)	
Battery charger	Current limited. Appropriate charge controller for charging the batteries	
Maximum charging Current	Vendor to specify (Not to exceed 10% of battery capacity)	
Back up desired	Battery system should have full load for specific Period of 4hrs of the 100% rated capacity (as the case may be).	
Nominal DC Bus of UPS	Vendor to specify.	

Battery type	SMF-12 V – Vendor has to select, design, supply & install suitable rating AH batteries with minimum space requirement for Delivery of desired backup of 4 hrs with minimum VAH of 7200.	
Battery make	1. Panasonic 2. EXIDE 3. Amara Raja	
Protection	MCB, Fast acting fuse, Electronic Overvoltage, under voltage, short circuit. Batteries under voltage protection	
Noise level	Less than 55db at 1 meter	
Overload capacity (4 hrs)	110% for 60 min. 125% for 10 min. 150% for 1 min	
Networking: SNMP enabled with all necessary cards and software.		

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

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

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

Note:

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

For _____

(Authorised Signatory)

Place:

Date:

Name:

Designation:

Mobile phone No:

Phone No.:

E-mail id:

Office Seal

SERVICE SUPPORT CENTERS DETAILS

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

Signature and Seal of Bidder

EXPERIENCE / PERFORMANCE CERTIFICATE

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

Sir,

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

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

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

Signature of Authorized Signatory Name of Signatory:

Designation:

Seal of the Company:

LIST OF ZONAL OFFICES

S.N.	ZONE	ADDRESS
1	AMRITSAR	HALL BAZAR , CHOWK PHAWARA, AMRITSAR
2	BAREILLY	97/2 TULASHERPUR PILIBHIT BYPASS ROAD , BAREILLY 243005
3	BHATINDA	100 FT ROAD, CIVIL STATION, BHATINDA, PUNJAB - 151001
4	BHOPAL	2 ND FLOOR, BEHIND SBI, KOLAR ROAD, AKBARPUR, BHOPAL-462042
5	CHANDIGARH	SCO 84-91, BANK SQUARE, SEC-17B, CHANDIGARH
6	CHENNAI	IST FLOOR, 770A, ANNA SALAI, CHENNAI
7	DEHRADUN	30, I & S BUILDING, MOHABBEWALA, SAHARANPUR ROAD, DEHRADUN - 248 002
8	DELHI - I	SIDHARTHA ENCLAVE, ASHRAM CKOWK, NEW DELHI – 110014
9	DELHI - II	2 ND FLOOR, 38 / 39 INDUSTRIAL AREA, NARAINA- PHASE - I NEW DELHI-110028
10	FARIDKOT	RED CROSS BHANWAN, SADIQ CHOWK, FARIDKOT-151203
11	GANDH INAGAR	UNIT NO.4, 3RD FLOOR, GIFT TOWER ONE, GIFT CITY, GANDHI NAGAR, GUJARAT - 382355
12	GURDASPUR	435/7,CIVIL LINES, GURDASPUR-143521
13	GURGAON	INSTITUTIONAL PLOT 151, SECTOR-44, GURGAON, HARYANA-122003
14	GUWAHATI	42, MG ROAD, UZAN BAZAR, GUWAHATI-781001
15	HOSHIARPUR	SCO-23, 1 ST & 2 ND FLOOR, SANT HARCHAND SINGH LONGOWAL NAGAR, CHANDIGARH ROAD, HOSHIARPUR, PUNJAB-146001
16	JAIPUR	30-31, MOHAN TOWER, PRINCE ROAD, VIDYUT NAGAR, AJMER ROAD, JAIPUR,RAJASTHAN- 302021
17	JALANDHAR	MODEL TOWN, JALANDHAR-144002
18	PANCHKULA	SCO 84-91 SECTOR 17 BANK SQUARE CHANDIGARH
19	KOLKATA	14/15, OLD COURT HOUSE STREET, KOLKATA-700001
20	LUCKNOW	IST FLOOR PLOT NO CP/47A SATGURU TOWER SITAPUR ROAD YOJANA SECTOR E JANKIPURAM LUCKNOWE 226021
21	LUDHIANA	BHAI BALA CHOWK, 5TH FLOOR, NOBLE ENCLAVE, LUDHIANA-141001
22	MUMBAI	27/29 AMBALAL DOSHI MARG, FORT, MUMBAI- 400001
23	NOIDA	FIRST FLOOR, 1-A, BLOCK C, SECTOR 63 NOIDA (U.P) - 201307
24	PATIALA	RAJBAHA ROAD, PATIALA - 147001
25	VIJAYAWADA	HNO.54-15-4C, 4TH FLOOR, RK GALLERIA, RING ROAD, SRINIVASANAGAR BANK COLONY, NEAR HEALTH UNIVERSITY, VIJAYAWADA-520010

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).

Checklist

S. N.	List of Documents
1.	Index of contents along with Checklist
2.	Details of Participation Fee paid online be submitted viz., UTR , Date and Amount etc.
3.	Copy of Certificate of Incorporation/ Partnership Deed/Bye Law/ Registration Certificate issued by Registrar of companies along with Memorandum & Articles of association , and full address of registered office or/and Principal address (if different address)
4.	PAN, GSTN, Resolution of Board, List of Ultimate Beneficial Owner
5.	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.
6.	Copies of Audited Financial Statements, Annual Reports (in case of Listed companies) for FY 2021-22, 2022-23 and 2023-24. And copies of audited balance sheets and P&L statements in case of others
7.	Undertaking from Company Secretary/CEO certifying that all the components, parts, assembly etc. used inside the Company products / hardware are new and original.
8.	ISO Certification document.
9.	Certificate from Company's Chartered Accountant / Statutory Auditor.
10.	Annexure-1: Bid Cover Letter
11.	Annexure-2: Eligibility Criteria
12.	Annexure-3: Compliance to Scope of Work
13.	Annexure-4: Bidder Information
14.	Annexure-4: (A)-Turnover certificate
15.	Annexure-4: Compliance Statement
16.	Annexure-5: Performance Certificate
17.	Annexure-6: Litigation Certificate
18.	Annexure-7: Undertaking For Non- Blacklisted
19.	Annexure-8: Manufacturer's (OEM/Bidder) Authorization form (MAF)
20.	Annexure-9: Undertaking for Being The OEM
21.	Annexure-10: Performa of Bank Guarantee for EMD
22.	Annexure-11: Integrity Pact
23.	Annexure-12: Performa For The Bank Guarantee
24.	Annexure-13: Undertaking For Labour Laws Compliance
25.	Annexure-14: Escalation Matrix (Bidder)
26.	Annexure-15: Self-Certification/Undertaking from bidder
27.	Annexure-16: Certificate For Withdrawal Of Services
28.	Annexure-17: Pre Bid Query Format
29.	Annexure-18: Technical Specification of ATM
30.	Annexure-19: Non-Disclosure Agreement
31.	Annexure-20: Indicative Commercial Bid
32.	Annexure-20: (A)- Compliance Certificate-Reverse Auction

S. N.	List of Documents
33.	Annexure-20: (B)- Letter of Authority to participate in Reverse Auction
34.	Annexure-20: (C)- Undertaking of Process Compliance Statement for Reverse Auction
35.	Annexure-21: Certificate Of Local Content
36.	Annexure-22: Penalty Clause
37.	Annexure-23: Solution for Visually impaired persons
38	Annexure-24: Min specification for maintenance of chemical earthing with 7 years maintenance
39	Annexure 25: Technical specification for UPS of 2 KVA with4 Hrs Backup
40	Annexure 26: Service support centers details.
41	Annexure 27: Experience Certificate
42	Annexure28 :List of Zonal offices
43	Annexure 29: Factors for calculation of Uptime
44	Annexure30 :Checklist