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Section I:- BID INFORMATION

1. Schedule of Events & Bid Details:

Start Date & Time of issue of RFP/ Document Download	17/03/2026
Last date and time for submission of query	23/03/2026 till 3.00PM
Date and time of Pre bid Meeting(online)	26/03/2026 till 3:00 PM
Last date and time for submission of bid	16/04/2026 till 3:00PM
Date and Time of Technical Bid Opening	16/04/2026 till 3:30 PM
Place of opening of Bids (Online)	Punjab & Sind Bank Head office ATM Cell, 2 nd Floor, Institution Plot No. 151, Sector 44, Gurugram -122003. E-mail:atmcell@psb.bank.in
Address	As above
Security Deposit / Earnest Money Deposit (EMD)	3,12,00,000 (Three Crore Twelve Lakh only)in the form of Demand Draft in favour of Punjab & Sind Bank , payable at New Delhi. EMD can also be paid in the form of Bank Guarantee (BG) of any scheduled commercial Bank other than Punjab & Sind Bank , Insurance Surety Bond, Account Payee Demand Draft Receipt & Banker's Cheque and should be valid for 6 months from the last date of bid submission with a claim period of 45 days. EMD shall be exempted for Bidders which are eligible for exemption as per GeM Guidelines/Government Guidelines.
Contact details	In case of any clarification, Bidders are requested to send the email to: atmcell@psb.bank.in Mr. Nitin Kumar, Manager(IT), Mob:-7895494535 Mr. Mohammad Asad. Sr.Manager, Mob:-788959441 Mr. Amrit Pal Singh, AGM (IT), ATM Cell, Mob:-9999304778
Place of pre-bid meeting	Online.

Pre-Bid Queries	<p>Participating Bidders may submit their queries pertaining to the bid as per GeM Guidelines Only.</p> <ul style="list-style-type: none"> ✓ Subsequent changes/amendments made, based on the suggestions and clarifications as per pre-bid meeting shall be deemed to be a part of the RFP document and shall be uploaded on GeM Portal . ✓ No oral or individual consultation shall be entertained. ✓ Non- reply to any of the queries raised by the bidders shall NOT be considered as acceptance of the query/issue by the Bank.
Eligibility Criteria	<p>Only those Bidders fulfilling the eligibility criteria should respond to the RFP. Eligibility criteria for the Bidder to qualify this stage is clearly mentioned in Annexure-C attached to this document. The bidder would need to provide supporting documents as part of the eligibility proof. The technical bids of only those bidders who meet the eligibility criteria will be evaluated. Document/s in support of eligibility criteria are required to be submitted along with the Technical Bid. Offers received from the bidders who do not fulfill any of the eligibility criteria are liable to be rejected.</p>
Publication	<p>This document can be downloaded from following websites https://punjabandsindbank.bank.in and GeM portal. Any amendments, modifications, Pre-Bid replies & any communication etc. shall be uploaded on Bank website and GeM Portal only. No individual communication will be sent to the individual Bidder.</p> <p>The Bank reserves the right to Cancel or postpone this RFP at any stage without assigning any reason whatsoever.</p>
Important Instructions	<p>The bid documents and commercial bid shall be submitted online on GeM portal only as per this RFP document and as per the provisions and terms & conditions of GeM portal.</p> <p>Please make sure that all the documents are properly scanned and are legible to read.</p> <p>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 both Online (Scanned Copy) on GeM portal and Offline (Physical Copy) in the Tender Box by the Bidder before expiry of the last date and time</p>

	<p>of bid submission Physical Copy as mentioned above, to be submitted at:</p> <p>Punjab & Sind Bank Head office ATM Cell, 2nd Floor, Institution Plot No. 151, Sector 44, Gurugram -122003.</p> <p>Offline documents should reach the designated place within the stipulated timeline. The Envelope containing Offline documents as mentioned above shall contain the name and address of the Bidder and name/title 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(s) of this RFP.</p> <p>Consortium bidding is not permitted under this RFP. The Bidder shall bear all the 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.</p>
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Note:

- 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 allowed to be modified after the specified date & time for submission of bids. No Bidder shall be allowed to withdraw the bid.

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

2. Abbreviations:

The long form of some abbreviations commonly used in the document are given below:

Abbreviations	Description
AMC	Annual Maintenance Contract
CBS	Core Banking Solution
CPU	Central Processing Unit
DBD	Digital Banking Department
DC	Data Centre
DR	Disaster Recovery
EMD	Earnest Money Deposit
GST	Goods and Services Tax
LOI	Letter of Intent
PO	Purchase Order
RFP	Request for proposal
RMMS	Remote Monitoring Management System
MOU	Memorandum of Understanding
NDA	Non-Disclosure Agreement
OEM	Original Equipment Manufacturer
POC	Proof of Concept
PSB	Public Sector Bank
PSU	Public Sector Undertaking
ATMs/CRMs	Automated Teller Machines/Cash Recycler Machines
SLA	Service Level Agreement
TCO	Total Cost of Ownership
TO	Technical Offer
PSB	Punjab & Sind Bank
VAT	Value Added Tax
MVS	Multi-Vendor Solution/End point Solutions
OS	Operating System
ANSI	American National Standards Institute
ATP	Acceptance Test Procedure
BG	Bank Guarantee
BOM	Bill of Material
CD	Cash Dispenser
CRA	Cash Replenishment Agency
DIT	Department of Information Technology
DR	Disaster Recovery
EPP	Encrypted Pin Pad
FLM	First Level Maintenance
ISO	International Organization for Standardization
IPv6	Internet Protocol version 6
LD	Liquidated Damage
NPCI	National Payments Corporation of India
OS	Operating System
RO	Zonal Office
ZO	Zonal office
CO	Central Office
PSB	Punjab And Sind Bank

DISCLAIMER:

The information contained in this RFP document or any information provided subsequently to Bidder(s) either verbally or in documentary form by or on behalf of Punjab & Sind Bank, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Punjab & Sind Bank in relation to the provision of services.

This RFP is neither an agreement nor an offer and is only an invitation by Punjab & Sind Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Punjab & Sind Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Punjab & Sind Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

This is not an offer by Punjab & Sind Bank but only an invitation to bid in the selection process initiated by Punjab & Sind Bank. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorised signatory of Punjab & Sind Bank and the Bidder.

All the proposals received in response to this RFP should be relevant & binding to this RFP and associated documents only and any reference to any other Request for Proposals by Punjab & Sind Bank will not be acceptable for evaluation of the proposal.

Notwithstanding the eligibility criteria in any other previous Requests For Proposals/tender issued by Punjab & Sind Bank and whatever manner the same had been interpreted or evaluated therein, the same shall have no bearing on this RFP for evaluation and this RFP shall be evaluated only as per the definition/stipulations contained herein in this RFP.

This document is the property of Punjab & Sind Bank and is meant for the exclusive purpose of bidding as per the Specification, Terms, Conditions and Scope indicated herein. It shall not be copied, distributed or recorded on any medium, electronic or otherwise, without written permission thereof. The use of the contents of this document, even by the authorized personnel/agencies for any purpose other than the purpose specified herein, is strictly prohibited and shall amount to copyright violation and thus, shall be punishable under Indian Law.

Section II: INTRODUCTION & SCOPE OF WORK

3. Introduction:

Punjab & Sind Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980, one of the nationalized Banks of India, has a national presence through a widespread network of 1700 branches, 29 Zonal Offices, 74 Departments in Head Office, 3 Zonal Clearing Centers and 12 Currency Chests all networked under Centralized Banking Solution. It also has a network of 1150+ ATMs spread across the country including onsite and offsite ATMs. 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.

4. Definitions:

- 4.1. 'Bank' or 'Punjab & Sind Bank' unless excluded by and repugnant to the context or the meaning thereof, shall mean 'Punjab & Sind Bank', described in more detail in the paragraph above and which has invited bids under this Request for Proposal and shall be deemed to include its successor and permitted assigns.
- 4.2. 'GeM' means Government e-Marketplace wherein the whole bidding process shall be conducted online.
- 4.3. 'RFP' means this Request for Proposal for "ATM Managed Services and Cash Replenishment for Offsite ATMs".
- 4.4. "Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer including written reply or submission in response to this RFP, including the technical and financial submissions as per the formats prescribed in this RFP, to supply goods, services or execution of works made in accordance with the terms and conditions set out in this RFP;
- 4.5. "Bidder (including the term 'tenderer', 'consultant') means an eligible entity/firm or company, participating in the procurement process and submitting their Bid in response to this RFP. Consortium bidding is not permitted under this RFP.
- 4.6. 'Contract' and/or 'Agreement' means the agreement signed by successful Bidder and the Bank including all attachments and appendices thereto and all documents incorporated by reference therein, at the conclusion of bidding and selection process under this RFP, wherever required.
- 4.7. 'Successful Bidder(s)'/ 'Vendor(s)'/ 'Service Provider(s)' will be the Bidder(s) found eligible as per eligibility criteria set out in this RFP, whose technical Bid(s) has been accepted and who has emerged as Successful Bidder(s) as per the selection criteria set out in this RFP in totality after conclusion of the bidding and selection process, subject to

compliance of all the Terms and Conditions of this RFP, etc., and to whom notification of award has been given by the Bank.

- 4.8. "The Contract Price"/"Project Cost"/"TCO" means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.
- 4.9. "Product" means all the hardware, all its components, peripheral apparatus, associated software/ firmware/ operating software, Software Agent(s).
- 4.10. "Project" means "ATM Managed Services and Cash Replenishment Services for Offsite ATMs".
- 4.11. "The Project Site" means locations where product/ services as desired in this RFP document are to be provided.
- 4.12. "Intellectual Property Rights" shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
- 4.13. "Root Cause Analysis Report" shall mean a report addressing a problem or non-conformance, in order to get to the 'root cause' of the problem, which thereby assists in correcting or eliminating the cause, and prevent the problem from recurring.

5. Project overview:

This Request for Proposal (RFP) document has been prepared solely for the purpose of inviting proposals from experienced and eligible entities (hereinafter referred to as "Bidder") for Managed services (Onsite and Offsite ATMs) and Cash replenishment for offsite ATMs for five years with provision of two year extension for 1500 Capex ATMs.

This RFP document is not a recommendation, offer or invitation to enter a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed upon between the Bank and any successful Bidders as identified by the Bank, after completion of the selection process as detailed in this document.

The Bank currently operates 1150+ ATMs/CRMs across various locations. The selected bidder shall be required to take over the management and operations of all existing ATMs/CRMs under the terms and conditions defined in this RFP. Further, All new ATM/CRM sites deployed during the contract period shall also be taken over, operated, and managed by the bidder at the same agreed rates and commercial terms.

Bank reserves the right to change the number of ATMs to be deployed in any of its regions/zones at any time, at its sole discretion. The bidder should be ready and have the capacity to implement the Project across the length and breadth of the country. The Bank

may increase or decrease the number of ATMs to be deployed during the period of the contract.

Bank at its discretion may re-allot, interchange or withdraw the scope of work defined in the RFP from assigned Zones or geography allotted to the successful bidders during the currency of the contract, in view of the business requirements or if the performance of the bidder is not as per service levels defined or the concerned bidder's infrastructure is not supportive in any particular geography. Bank shall not pay any amount for takeover / migration of the sites or any resultant expenses. All costs related to such takeover / migration shall be borne by the outgoing bidder in such eventualities.

6. Broad Scope of Work:

Punjab & Sind Bank is looking for a Vendor for ATMs Managed Services for ATMs/CRMs for a period of Five years for its ATM network. The Vendor has to provide following services under ATM Managed Services Contract. The Vendor will be completely responsible for his act or of their employees /partners / sub-contractors / Vendors. The Vendor has to undertake full responsibility for compliance of all statutory and regulatory compliances including but not limited to labour Laws (like minimum wages, hours of duty etc.) for all sub-contractor and agencies and their employees.

It is essential that the Vendor's Management Centre has a high level of automation and infrastructure capable of remotely capturing and initiating immediate appropriate action, inter alia, based on response to full range of error/health and cash status codes of an ATM/CRMs. The bidder's Management Centre must be equipped with dedicated and proven tools, processes and must be capable of providing comprehensive Managed Services for on-line monitoring of Bank's network of ATMs/CRMs across the country.

The successful Bidders would be selected, prices would be finalized through this RFP process and an service level agreement would be entered into with the successful Bidder for ATM Managed Services (Onsite and Offsite Atms) and Cash Replenishment Services for Offsite ATMs only for a contract period of 5 years extendible by an additional term of 2 year on the same rates, terms and conditions based on the Bidder's performance and discretion of the Bank.

- 6.1. **ATM Management System:** - Providing ATM Managed services and ensuring that the overall downtime of ATMs/CRMs does not go above the levels of 2 % for Metro and Urban ATMs and 3 % for Semi urban and rural ATMs. Cash replenishment services for off-site and Onsite ATMs/CRMs (As per Bank's requirement for onsite ATMs) including complete reconciliation with Physical Cash in ATM, Finacle account, ATM Switch and EJ/JP log. Bank will provide records related with ATM transactions to bidder for reconciliation. The bidder shall from time to time inform the Bank about industry best practices, security bulletins, updates, and advisories etc. that needs to be adopted by the Bank to strengthen the existing ATM infrastructure without any additional cost to the Bank. The MS Vendor will have the following major responsibilities: -

6.1.1 Providing ATM Managed services and ensuring that the overall downtime of

ATMs/CRMs does not go above the levels of 2 % for Metro and Urban ATMs and 3 % for Semi urban and rural ATMs.

- 6.1.2 The bidder shall from time to time inform the Bank about industry best practices, security bulletins, updates, and advisories etc. that needs to be adopted by the Bank to strengthen the existing ATM infrastructure without any additional cost to the Bank.
- 6.1.3 Incidence / Event Management & Help Desk.
- 6.1.4 First Line Maintenance and follow up with SLM Vendors i.e. ATM OEM, UPS, Network provider, AC Vendor, etc.
- 6.1.5 Consumable Replenishment like printer paper role, ink, etc.
- 6.1.6 Cash replenishment services for about 35+ Off-site ATMs/CRMs including complete physical Cash reconciliation with Finacle Balance, ATM Switch and EJ/JP log. The Service provider will have complete responsibility of Cash reconciliation with Physical Cash for these ATM/CRM account with Bank Finacle balance and switches counters available in ATM/CRM. Cash replenishment has to be done with cassettes swap and MHA guidelines. Furthermore, the scope of this contract explicitly includes all future off-site ATMs/CRMs that may be added to the network, requiring the Service Provider to seamlessly extend these identical services to new locations under the established terms.
- 6.1.7 Real time EJ pulling & archival-EJ Pulling & Software/ Content Distribution. The software to be installed for EJ pulling in ATMs should have license right in the favour of Bank, one year after expiry of the contract period. Vendor should provide EJ web browser for Branches to know the status of any ATM transactions by providing ATM ID, Date of Transaction and sequence number.
- 6.1.8 The Vendor must have an ATM monitoring Dashboard portal which will be provided to the Bank to monitor the ATMs from Bank's Head office, Zonal offices and branches where the Vendor has to provide one ATM Supervisor at each zonal office and 1 ATM Supervisor at Head office. The monitoring portal should have detailed information about reason of ATM being down. Display of EJ pulling is part of monitoring portal.
- 6.1.9 Vendor should provide EJ web browser for Branches to know the status of any ATM transactions by providing ATM ID, Date of Transaction and sequence number.
- 6.1.10 Submit the feedback form duly signed by the branch head, regarding quality of the services in categories like—Excellent/Good/Satisfactory/Not satisfactory for housekeeping services on monthly basis.
- 6.1.11 Escalations and follow up with UPS, Network provider/Vendor, Air Conditioner and electrical equipment Vendors for early resolution.

- 6.1.12 The Service provider will have complete responsibility of Cash reconciliation with Physical Cash at offsite ATM/CRM account with Bank Finacle balance and switches counters available in ATM/CRM.
- 6.1.13 Successful bidder shall provide ATM Supervisor at each Zonal Office within a month to coordinate with Branches, Zonal office Central team and other service providers for immediate resolution of ATM/CRM issues. However, ATM Supervisor at Zonal offices will follow up and co-ordinate with branches. Bank is having 29 such Zonal offices at present.
- 6.1.14 MIS generation as per the Bank's Requirement.100% EJ Pulling report and to be submitted on monthly basis. It will also be the responsibility of successful bidder to extend unconditional and timely support for migration at the end of the contract period, to the then identified MSP as and when the contract entered into pursuant to the RFP would end.
- 6.1.15 The successful bidder will make temporary call centre for smooth migration of ATMs from existing MS Vendor with multiple no. of phone lines (minimum six no.) during migration process. The new EJ agent to be connected on the same day of the ATM migrated with Docket number.
- 6.1.16 Bank has been deploying offsite ATM at various locations including Malls, Airports, and Railways etc. Managed Services activities like housekeeping, cash replenishment, FLM & SLM should be carried out in consonance with guidelines/regulations issued by respective authorities from time to time to avoid any penalty/damages due to non- adherence.
- 6.1.17 The Vendor has to provide 1 ATM Supervisor at our Head office and one ATM Supervisor at each zonal office for co-ordination and monitoring of ATM uptime. for the contract period of 5 years from the date of acceptance of order without any cost to Bank. The ATM Supervisor should be well versed with ATM technology and functionality.
- 6.1.18 The Vendor should provide a centralized asset (ATM) tracking and monitoring solution.
- 6.1.19 Bidder has to comply following advisory/guidelines issued by RBI and any further modifications advised during contract period at no additional cost.
- For terminal Security of ATM, Cyber Security and IT Examination Cell (CSITE), RBI Advisory No.3/2017 dated 06.03.2018.
 - Circular no. RBI/2017-18/152 (DCM (PIg) No.3563/10.25.07/2017-18) dated 06- 04-2018 on Cash Management activities of the Banks - standards for engaging the service provider and its sub-contractor.
 - Circular no. RBI/2017-18/162 (DCM (PIg)No.3641/10.25.007/2017- 18) dated 12-04-2018 on Cassette Swaps in ATMs.
 - Circular no. RBI/2018-19/214 (DCM (PIg) No.2968/10.25.007/2018-19) dated 14-06-2019 on Security Measures of ATMs.
 - Ministry of Home Affairs, Government of India issued guidelines on 08th

August 2018 for standard operating procedures for providing security by the private security agencies to cash transportation activity implementation.

- RBI Notification No. RBI/2021-22/84-DCM(RMMT) No.S153/11.01.01/2021-22 dated 10th August 2021 on Monitoring of Availability of Cash in ATMs, "Scheme of Penalty for non-replenishment of ATMs.
- Circular no. RBI / 2018-19 / 214 DCM (Plg.) No.2968 / 10.25.007 / 2018-19 dated June 14, 2019, on E-surveillance, OTC locks & Grouting.
- RBI circular no DCM (RMMT) S2070/20.02.002/2024-25 dated October 18, 2024.
- RBI Notification no. RBI/2025-26/33 DCM (RMMT) S312/20.02.001/2025-26 dated April 28, 2025.

6.1.20 Bidder should comply with all the formats of reports, reconciliation certificate, Electronic Journal, Receipts etc as required by Bank, RBI, Govt etc.

6.1.21 These guidelines are indicative and the Successful bidders are required to comply with all the guidelines issued by Bank, RBI or any other authority as may be applicable to ATMs at no additional cost.

6.1.22 Receiving the feed from the Bank's Tango Switch in secure mode (SSH). Minimum 4 Mbps bandwidth should be provided at Bank's DC and DR from vendor's DC and DR in primary and secondary mode.

6.1.23 Receiving Calls regarding problems from branch staff/Zones.

6.1.24 Analyzing the problems from the calls as well as the feed received from Switch Identifying the root cause for the problem and find out the suitable solution to resolve the problems.

6.1.25 Maintaining the record of the calls received, problems observed from the feed along with date & time stamp, indicating against each of the entries the action taken along with the date & time stamp and share report Daily and monthly, how many call received, resolved and Time to resolved ATM ID wise . bidder should provide the web Portal to all branch, zone and head office to see the calls registered by the branch .

6.1.26 Coordinating and managing all dispatch Request to the other service providers such as UPS, OEM vendors, Network provider/Vendor, etc. as required.

6.1.27 Managing all channel partners and other service providers.

6.1.28 Providing customized report as per Bank requirements.

6.1.29 Providing report to different Service providers, SLAs and Performance reviews.

6.1.30 Ensuring proper record keeping of onsite Staffs and FLM engineers

6.1.31 Vendor has to monitor ATMs/CRMs proactively and reactively reviewing hardware and software performance and service provider performance to ensure

prescribed uptime of ATMs/CRMs.

- 6.1.32 The ATM uptime will be calculated on ATMs/CRMs availability to end user and payment will be linked with end user availability. ATMs/CRMs down due to Bank dependency reasons will not be calculated for the downtime penalties.
- 6.1.33 To monitor the VSAT / Leased Line/ MPLS/CDMA/ WiMAX connectivity is operational and functioning across all of the ATMs.
- 6.1.34 Vendor should also attend the Local LAN issues and replace the Patch Cord in case of requirement. The cost of patch cord will be borne by the service provider.
- 6.1.35 Scheduling of cash delivery for offsite ATMs as per bank requirement.
- 6.1.36 Optimization of stock-out levels across the ATMs.
- 6.1.37 Ensure that Cash-in-transit agencies have operational experience in handling ATM cash replenishment.
- 6.1.38 Ensure that Cash-in-transit agencies have security guards and other necessary infrastructure as per the local laws and regulatory authorities.
- 6.1.39 In case, there is new security guidelines from RBI/ IBA/CCA / Local Police or other government/statuary agency for cash replenishment services, service provider has to follow the guidelines at their own cost.
- 6.1.40 Ensure Monitoring and optimization of cash in ATMs.
- 6.1.41 Should take over services of any of the ATMs as and when Bank desires within time stipulated in the RFP Document.
- 6.1.42 Software tool should generate calls for any violation of standard terminal security.
- 6.1.43 ATM tracking and monitoring services.
- 6.1.44 Coordinating with the Vendor to establish, replace or upgrade ATMs.
- 6.1.45 Ensuring timely implementation of ATMs and services.
- 6.1.46 Maintaining maximum uptime but not less than 98%.
- 6.1.47 Conduct a risk assessment on monthly basis for the ATMs and provide the Bank with various solutions in the form of preventive and detective controls to mitigate the risk. Risk can be from Environmental conditions, Hardware, Software, Fraud, Security etc.
- 6.1.48 Bidder will provide alert to switch team in case of emergency and switch will stop the machine.
- 6.1.49 Provide the Bank with real time feeds from the ATM.
- 6.1.50 AI/ ML Based solution will be preferred
- 6.1.51 Agent-based monitoring shall be preferred to ensure proactive monitoring,

faster incident detection, and improved System performance

6.2. Incident Management: - The Vendor has to provide an incident management service, using knowledgeable and skilled personnel, for managing the day to day incidents which occur at the ATM and its Switch. The Vendor should present the Bank with an incident management plan. The plan must comprise of the hardware failures, software failures, security breaches, frauds etc.

- 6.2.1 Receipt of service requests from any of the following; a) Bank, b) any connected Vendor (Capex or Opex), c) MS Vendors representative, d) FLM representative, e) ATM owner, f) Remote Detection by ATM Management centre or g) a customer. The service request can be informed by Bank staff or customer through 24 x 7 x 365 Toll Free help line number (Toll Free number and ATM id should be displayed at all ATM sites), mails or through the systems provided for automated fault detection and resolution.
- 6.2.2 Automatic call dispatching, to avoid delays, using automated Call/ message to field engineers.
- 6.2.3 Automatic escalation in case of problem not getting resolved.
- 6.2.4 Tracking SLA's of other Service Providers and reporting.
- 6.2.5 Carrying out remote resolution before actual dispatch.
- 6.2.6 Analyzing machine performance and suggesting improvement.
- 6.2.7 Automated on-line real-time fault detection & trouble ticketing.
- 6.2.8 Automated triggering of escalation alarm.
- 6.2.9 Follow up with all concerned (OEMs, UPS Vendors, Network providers/Vendors and Bank team) till resolution of problems.
- 6.2.10 Proactive and reactive review of hardware performance and service providers' Performance in relation to SLAs.
- 6.2.11 Centralized helpdesk and multiple communication line as single point of contact for ATM recycler and ATM site, Network, UPS, AC, CCTV and any other related issues.
- 6.2.12 Proactive problem resolution round the clock and remote support to field operatives and branches.
- 6.2.13 The system should drive an automatic process (fault diagnosis, fault segregation, fault ticket generation, assigning owner to the ticket and call to action, dispatches, progress monitoring, escalation and call closure) to record any type of fault without manual intervention.
- 6.2.14 Classification of the incident based on the criticality for closure of the ticket.
- 6.2.15 Root cause analysis and documentation of the same has to be recorded for future use.
- 6.2.16 Proactively ensure that the incident which has occurred, does not get repeated on other ATMs.

- 6.2.17 Maintain and record the life cycle of the incident.
- 6.2.18 Provide the Bank with daily, weekly, and monthly MIS reports, as per the Banks defined frequency.
- 6.2.19 Bucketing of the incidents and maintaining the database of the incident and its resolution so as to have a pre-defined solution to a known problem.
- 6.2.20 Informing the Bank of critical incidents as and when they occur.
- 6.2.21 Providing the Bank with an escalation matrix.
- 6.2.22 Single, integrated view of the network of the ATMs should be provided by Bidder to know the status of each ATM. Any discrepancy noticed must be rectified immediately in coordination with switch team and any third-party vendor involved.
A web-based application with reporting tool should be made available to the Bank's ATM Dept. for monitoring performance of the ATM network.
- 6.2.23 The Bidder should maintain complete confidentiality in the matters related to ATMs/CRMs as they deal with the financial / customer data pertaining to the Bank.
- 6.2.24 In case of delay in resolving the incident the same shall be communicated to the Bank. Bidder shall provide software tool for automated call logging of down ATMs with detail of reason of going down of the ATM. The successful bidder should have and be able to provide to the Bank a Mobile App for the purpose of facilitating site survey and management through which reports/feedback on the survey and sites including status of UPS, ACs, etc. can be reported on mutually decided parameters and benchmarks; to enable various stakeholders to take corrective actions for any deficiency in ATM site.

6.3. First Level Maintenance

- 6.3.1 Service to be available on 24 x 7 x 365 basis on all ATMs with Master keys or Unique keys.
- 6.3.2 Reloading consumable supplies on an emergency basis with proper backups.
- 6.3.3 Cleaning card reader on a predetermined basis.
- 6.3.4 Clearing of receipt, statement paper jams and also envelope and currency jams.
- 6.3.5 Basic remedial maintenance.
- 6.3.6 Supply and replenishment of consumables without any quantitative limit.
- 6.3.7 To maintain database of the age and health profile (at least from the date of takeover) of the ATMs and the critical equipment's at the ATM site viz AC, UPS, Batteries. Monitoring and reporting of site condition of ATM and other equipment related problems (like: Electrical problem, environmental conditions) to the representative branches through software tool. Bank will provide earthing in case, bidder feels it is not proper, bidder can make their own arrangement for earthing at their cost.

- 6.3.8 The Local LAN issue at ATM site will be the responsibility of the FLM without any extra charge to Bank.
- 6.3.9 Report the issue if any related to the functioning of signage Board at the ATM site.
- 6.3.10 Maintaining proper register of the backup taken with acknowledgement from Controlling Office and handover of backup to Controlling Office.
- 6.3.11 Preventive Maintenance should be conducted once in a quarter to ensure that the ATM is maintained in good operating condition and the report should be submitted to the Controlling Office concerned. Preventive Maintenance may be scheduled at a time convenient to the Bank i.e. it should not affect the customer service.

6.4. Consumables Replenishment & Management:

- 6.4.1 The Vendor has to undertake full responsibility for consumables management and replenishment to the ATM sites as listed by the Bank.
- 6.4.2 Estimating and proactively providing all consumable such as Journal rolls, ink cartridges, Thermal Receipt Printer Rolls, ATM Ribbons, depository envelops, etc., at no extra cost on proactive and reactive basis.
- 6.4.3 Proactively loading and providing thermal Receipt Printers Rolls with Bank's advertisement at the back (after getting the same approved), at no extra cost to Bank.
- 6.4.4 The Bidder must maintain an extra stock of 20% of the required rolls at every site to ensure continuous availability. If any ATM or CRM is found to be non-operational due to the unavailability of rolls, a penalty of INR 100 per hour shall be levied until the machine is restored to service.
- 6.4.5 The Bidder must provide consumables on a timely basis. In the event of a delay in delivery of consumables to the branches, a penalty of INR 500 per day shall be charged until the delivery is completed
- 6.4.6 Providing new stationary in case of requirement within one months in case Bank changes design of the customer receipts. Such changes will accrue maximum once in a calendar year, or as and when the Bank desires.
- 6.4.7 Ensuring advertisement materials are uniformly distributed and available to all the ATMs. Placing demand in case the advertisement material is exhausted.
- 6.4.8 Remove outdated advertisement material as demanded by the Bank.

6.5. Cash Optimization and Management

- 6.5.1 Bank may share cash limits for each ATM, and service provider should ensure that cash indent should not cross the limits.
- 6.5.2 Bidder should conduct Cash forecasting exercise for ATMs/ CRMs rolled out under this tender of the Bank, based on analysis of the Cash dispensation pattern of ATMs and suggesting limits for replenishment and its periodicity to the Bank and managing special events and seasonal requirements.

- 6.5.3 Daily Recommendations for optimum amount of cash to be loaded to avoid cash outs and dead cash.
- 6.5.4 Appropriate CRA Scheduling based on predictive cash analysis.
- 6.5.5 Doing 'what if' simulation and analysis for recommending the best-case Analyzing performance of all ATMs and suggest improvements, if required.
- 6.5.6 The Bidder may undertake Cash Management Services or authorize a third-party Cash Management Agency (CMA) for the same. Bidder should obtain prior approval of the Bank before appointing any agency as CMA. Copies of the agreements entered by the Service Provider with their CMA agencies shall be made available with the Bank. Bidder will, however, act as single point of contact for cash collection even if the cash related activities are outsourced to third party i.e. CMA.
- 6.5.7 Furnish details of centre wise vault facilities after mapping the bidder's/Agent's locations with Banks ATMs /CRMs locations, confirm availability of the following at VAULT;
- 6.5.8 Copy of Certificate to be submitted by bidder of Vault regulating government agency.
- 6.5.9 Availability of Video Surveillance facility.
- 6.5.10 Availability of security alarm systems.
- 6.5.11 Whether vans are equipped with security equipment as per the local Law enforcing authority.
- 6.5.12 Whether armed guards are recruited as per the Law enforcing authority.
- 6.5.13 Whether Employees are subject to police verification and antecedent verification.
- 6.5.14 Whether short arm firearms are used or traditional long arm weapons by the security men.
- 6.5.15 Cash Management activities: Confirm the availability of the cash in the ATMs/CRMs by the following methods

6.5.15.1 ATM cash forecasting. Bidder should be able to do dynamic forecasting based on past trends.

6.5.15.2 Cash Efficiency Ratio (CER)-The ratio of total cash withdrawn by the customer from ATM to the total cash available in the ATM.

Total cash withdrawn by customer x100

 (opening cash in the ATM at 00.00 hours+ Amount of cash replenished during the day

The CER will be calculated at individual ATM level on daily, weekly and monthly basis. However, Vendor performance will be monitored on the basis of daily CER for entire group of ATMs under MS at the end of the month.

Bank expect that MS Vendor will have to maintain daily minimum CER level of at least 40% for the entire group of ATMs under the contract with the Bank.

However, the exact requirement will be worked out after selection of the successful bidder

Bank May consider ATM at vault under CCTV surveillance. Each cassette will be locked, and number will be assigned so that the same locked cassette with same number is returned by CRAs on next loading.

6.5.15.3 CRA will load cash on T-cash loading day basis in ATMs as per indent, Currency chest / Nodal branch will debit ATM Accounts as per indent.

6.5.15.4 While loading cash, CRA will bring back the previous cassettes from all ATMs loaded on T, there will be CASH BROUGHT BACK (CBB) which will be available at vault. Secondly, there may be possibility of failed loading due to network, ATM machine or any other issue, such refilled cassettes will also be returned to vault. These both the returned cash will be reflected in C3R which will be given to Currency chest / Nodal branch on T+1.

6.5.15.5 As such Currency chest / Nodal branch should not have any outstanding entry for more than 2 days excluding holidays & non-working days. Currency chest / Nodal branch branches to ensure reconciliation of suspense A/c for each MS Vendor every day before EOD to avoid any idle cash in the system.

6.5.15.6 Needless to mention that CBB and failed loading cash will not be returned to Currency chest / Nodal branch. However, in exceptional cases, Currency chest / Nodal branch may accept returned cash as per exigency.

6.5.15.7 Bank will bear cost for additional one set of cassettes for ATMs, where cassettes swap method will be implemented; no other cost will be given by the Bank to implement cassettes swap method of cash loading.

6.5.15.8 MHA guidelines for operating procedures for providing security by the private security agencies to cash transportation activities.

6.5.15.9 Ministry of Home Affairs of India by its notification dated 08.08.2019, due to spurt in incident of attack in cash vans and cash vaults and ATM fraud and other terminal fraud and misappropriation by employee of these private agencies which has resulted in loss of public money leading to increased sense of insecurity. Keeping in view the criticality of securing cash movement function in day-to-day Banking operations and increase in Banking and ATM operation in coming years, Ministry lay down guidelines for standard operating procedures for providing security by the private security agencies for cash transportation activates.

6.5.15.10 Selected Vendor required to implement MHA guidelines issued by Ministry of Home Affairs, Government of India.

6.5.16 Bidders to confirm having noted above and give undertaking compliance for:

6.5.16.1 Having noted the details mentioned under Cash Pick up and Loading Activities

6.5.16.2 Undertaking activity by own arrangements or through a third-party agency

6.5.16.3 Insure cash in transit and in vault for all the perils

6.5.16.4 Replenish cash as many times as required per day/per month/per year.

6.5.16.5 Cash pick-up and transportation shall be in secure and armed vehicles.

6.5.16.6 To do a full ATM/CRM terminal status check during cash loading activity.

6.5.16.7 Bidder to have an auditable settlement and reporting system.

6.5.16.8 Physical CASH Tallying: Bidder to Tally ATM-wise EJ with the following details

- ATM Counter-wise
- Previous Day's Balance
- Cash Dispensed
- ATM Closing Cash
- Physical Cash In ATM/CRM to Tally with closing cash as per counters
 - Report of transactions taken place from the previous tallying giving details like Date of Txn, Time of Txn, Trace, Card number, Account number, Response code, Amount.
- Total of the above report to tally with cash dispensed as per counters

Note: All extant statutory guidelines with regarding to cash replenishment should be followed by the service provider. In case of Forged Currency Note or short of cash the Bidder has to indemnify the Bank. The word "CRA" is used above should be treated as "MS Vendor".

6.6. Software distribution & Electronic Journal

6.6.1 Manage and support multi brand ATMs.

6.6.2 Making screen changes dynamically

6.6.3 Development of ATM screen according to bank requirement.

6.6.4 Screen should be compatible to All type of ATM specially Vortex, Perto, Wincor, Hitachi etc.

6.6.5 Pulling Electronic Journal from multi-brand ATMs.

6.6.6 Initiation and controlling advertising campaign.

6.6.7 Providing a paper audit of all software installed and uninstalled.

6.6.8 Software to support TCP/IP.

6.6.9 Software to work in Linux and windows 11/10/ environments or any other versions.

6.6.10 Software to run on VSATs, Radio frequency, CDMA, Leased Lines. WiMAX, ISDN and any network connectivity or any other new network connectivity

introduced by the Bank during the contract period.

- 6.6.11 Distribution and loading of ATM Screens on periodic basis from Managed service centre
- 6.6.12 Ensuring that the software loaded in the ATM is licensed and authorized by the Bank.
- 6.6.13 Ensuring that the Anti-Virus, Anti-Malware, Operating System and other software's are all up to date and current.

6.7. Help Desk

- 6.7.1 The Online call logging facility and status of logged calls should be made available to Bank through web-portal.
- 6.7.2 The Vendor should also provide dedicated team and a dedicated help line for the Bank.
- 6.7.3 Browser-based solution to enable branches to log incidents and track resolutions.
- 6.7.4 Round-the-clock remote support to field operatives and customers who want to contact for any ATM related reason.
- 6.7.5 Bidder has to provide a unified dashboard for reporting which should cover but not limited to MIS reports, ad-hoc reports, events/incident reports, summarized trend depicting reports.
- 6.7.6 Should have remote diagnostic agent to diagnose problems with the machine including, but not limited to part failure. This service including proactive rectification of problems reported by remote diagnostic agent will have to be provided mandatorily at no extra cost to the Bank
- 6.7.7 The facility of automated straight through process for fault diagnosis, fault segregation, real time trouble ticketing, call logging, call transfer, call escalation, follow up till satisfactory closure of ticket
- 6.7.8 Incident Management (IM) tool should be capable of processing all the status codes generated by ATMs and initiate appropriate action
- 6.7.9 IM solution should be capable of capturing even minor link fluctuations and reports generated should capture downtimes.
- 6.7.10 Call progress monitoring, automatic escalation and call closure to rectify any type of fault without manual intervention.
- 6.7.11 IM should have features of automated dispatching of field services calls using phone lines and SMS, to the right engineer / personnel and providing the escalations when the call is not closed in defined time frame.

- 6.7.12 It is responsibility of the Bidder to dispatch an incident call to the respective sub-contractor/SLM and to track the call and ensure that the error is rectified as per SLA not causing major decline in the ATM availability.
- 6.7.13 The bidder should conduct a detailed root cause analysis of the incidents and record the analysis for future reference. The same shall be reported to the Bank on a monthly basis.
- 6.7.14 The bidder should proactively ensure that an incident does not repeat on the same ATM as well as on the other ATMs.
- 6.7.15 Any solution to an incident should be applied on all ATMs to ensure that the same incident does not occur again.
- 6.7.16 Monthly reports shall be presented to the Bank or as per the frequency assigned by the Bank.

6.8. Housekeeping at the offsite ATM sites: -

- 6.8.1 Housekeeper should visit the ATM site twice a day for cleaning and ensure cleanliness of the ATM site indoor, ATM machine and outside including glass surfaces.
- 6.8.2 Housekeeper should ensure that the site is clean, electrical fittings are working and switched off when not required, should ensure brochure racks are filled with brochures, –in short, should take care of the ATM site.
- 6.8.3 Should notify appropriate agency as and when required to replace bulbs, repair at ATM site or ATM down issues, etc. or advise ATM Management Centre, Bank's link branch or any other officer designated by Bank.
- 6.8.4 Call police station, fire service, Branch Manager etc. in case of any emergency.
- 6.8.5 The Vendor should also put in place a system of routine checking and submit a monthly report or as per the frequency defined by the Bank to linked branch and consolidated report to concerned Zonal office on Housekeeping.
- 6.8.6 Reporting of status of UPS, network equipment's, AC etc. to Branch or as advised by Bank.
- 6.8.7 The housekeeping staff should be trained to clean the ATM site in a proper manner, the training can include how to clean the ATM machine with a dry cloth and not use a wet cloth near electronic instruments, appropriate use of room freshener, emptying the dustbin in a proper manner, picking up the brochures lying on the floor, ensuring the air conditioner is set at a defined temperature, cleaning of the Air vents of the air conditioner, cleaning the glass windows, not performing any activity during a customer's presence, ensuring the back door is sealed at all times, checking to see if the system is working or not and report to

the authorities if any issue is observed, not allowing any unauthorized personnel to enter the back room etc.

- 6.8.8 Checking and fixing of door alignment, re-adjustment, greasing of roller shutters whenever required.
- 6.8.9 Deep cleaning of ATM site including Signage on monthly Basis.
- 6.8.10 Replacement of Sun films of the Glass portion whenever required by the Bank.
- 6.8.11 Half yearly pest control & anti-rodent measures and the records of the same shall be maintained in a register.
- 6.8.12 Replacement of Fuse lighting equipment's.
- 6.8.13 Replacement of Broken Glass Pieces, Tiles, etc.
- 6.8.14 Fixing of minor or major cracks of plaster, wall and ceiling of the sites.
- 6.8.15 Both preventive and remedial measures for corrosion of metal equipment's, walls etc.
- 6.8.16 Full / partial painting work if required.
- 6.8.17 Complete maintenance of Look and feel of the ATM sites etc. etc.
- 6.8.18 PM of the entire site i.e. earthing, power supply, stabilizer / isolation transformer be installed in case of high and frequent power fluctuations.
- 6.8.19 Coordination for Preventive maintenance by hardware Vendor once in a quarter, if required.

6.9. Pulling Electronic Journal (EJ) from ATMs: - EJ Pulling will be integral to the Managed Services. Charges for installing EJ agent software, wherever required, will be paid to the ATM Vendor and same will be deducted from the MS service monthly payment. Any visit by ATM engineer for EJ Agent reinstallation, reconfiguration etc., will be borne by the MS Vendor. MS Vendors are expected to upload 100% EJ (no missing transaction) within T+1 day from the transaction date.

- 6.9.1 After Agent installation done by OEM. EJ disabled and EJ disconnected cases have to be resolved within T+2 days after logging a call with the ATM Vendor. However, payment to ATM Vendors for EJ disabled and EJ disconnected calls will be deducted from the managed services monthly payment. Penalty will be decided on case to case basis.
- 6.9.2 Bank will levy a penalty of Rs.500/- per instance per day in case of non-uploading of EJ within T+1 days from the date of transaction, and/or uploaded file not having 100% transactions and/or EJ disabled and EJ disconnected cases not resolved within T+2 days after logging a call with the ATM Vendor. Additionally, any claim for failed transaction which could not authenticated due

- to non-availability of EJ, disputed amount and advisory amount from regulator will be borne by the bidder.
- 6.9.3 If the EJ data is not complete at the ATM itself, the MS Vendor shall not be penalized, except in EJ disabled cases.
- 6.9.4 Any liability to the Bank arising out of disputes in case of non-availability of DVSS images or EJ will be recovered from the MS Vendors.
- 6.9.5 Since EJ Pulling is the sole responsibility of the MS Vendor, downloading of new / modified screens within a stipulated time is also the responsibility of MS Vendor. The Activity of loading of New screens should be completed within 2 days else a penalty of Rs. 500.00 per ATM per day will be levied.
- 6.9.6 Vendor will be required to pull one DVSS image from all the ATMs on all working days and submit to the Bank for image quality check. Vendor will also be required to pull DVSS images from ATM through EJ pulling software as and when requested by the Bank within a day, as many times as required by the Bank.
- 6.9.7 The Vendor has to take full responsibility of pulling Electronic Journals from ATMs and make available through web portal to the Bank. The Vendor has to provide the electronic journals to Banks on T+1 basis.
- 6.9.8 The charges for installation of required software at ATMs of different makes for EJ pulling will be borne by the MS Vendor. In case of any issue with the software after successful installation, if visit by ATM Engineer is required, the cost will be recovered from the MS Vendor.
- 6.9.9 Vendor should provide the EJ on daily basis from the date of takeover of the ATM. Penalty will not be imposed in case of software not installed by SLM. Upload of EJ as per Bank's requirement.
- 6.9.10 Software and screen distribution from central source.
- 6.9.11 The EJ's will be pulled each day between 00:00 Hrs. and 07:00 Hrs. for the previous day through automated schedules configured for daily EJ pulling at the server.
- 6.9.12 The EJ's which cannot be retrieved through the automated schedules shall be retrieved & delivered to the Bank on next day before 1.00 pm.
- 6.9.13 Customer transactions will take precedence over the EJ pulling process and if a transaction occurs while EJ is being pulled the EJ process will be stopped to complete the transaction. The remaining part of the EJ will be pulled after the transaction is completed.
- 6.9.14 Bank may demand for EJs to be stored in encrypted format, with a sole private key to the Bank.

- 6.9.15 Systems Security e.g., Firewall, access control, IP Sec tunnels on routers etc. will be the responsibility of MS Vendor.
- 6.9.16 The software to be installed for EJ pulling in ATMs should have the valid license.
- 6.9.17 Web Based Solution(EJ Web Browser) to know the status of ATM Transactions and Reconciliation status of Cash outsourced ATMs: -
- 6.9.18 Vendor should provide a Web Based Solution(EJ Web Browser) for branches/ ROs and Central Office to provide the EJ to know whether the particular transaction was successful, declined suspected or otherwise by providing ATM ID, Date of Transaction and sequence number. Approximately 1800 users may use the site with 1000 concurrent users.
- 6.9.19 Vendor should also provide the web-based solution for branches/ ROs and Central Office to provide the status of ATM reconciliation with Finacle account and Physical cash available in ATMs. In case of any difference, transaction wise report needs to be provided.
- 6.9.20 A web-based report needs to be provided for each cash loading of the ATM as per annexure G provided by RBI for ATM cash reconciliation for cash outsourced ATMs.

6.10. Monitoring of Digital Video Surveillance System:

- 6.10.1 If the DVSS is not working, MS Vendor has to log a call with concerned SLM Vendor and ensure that DVSS start functioning maximum within three days.
- 6.10.2 Vendor will be required to pull the DVSS images from any of the ATM captured through EJ pulling software as and when requested by the Bank within two days. The Vendor is expected to save the remotely pulled images till the expiry of the contract period.
- 6.10.3 Service provider will preserve the images of the transactions and will be submitted to the Bank through external Media on monthly basis. All images shall be very clear. If images are required for any disputed transaction, service provider shall submit images in 2 days' time.
- 6.10.4 Service provider will provide daily minimum one Image pulling from all the ATMs under Managed services and upload the same on Bank's SFTP site for verification of DVSS performance and images quality by branch officials.
- 6.10.5 DVSS Images need to be provided within two days as and when required by Bank.
- 6.10.6 The images pulled by the Vendor should be stored in an encrypted/secure manner. Access to the image shall be highly restricted. Bidder to ensure that proper video footage for each ATM is available for a period of at least 180 days.

6.10.7 The Vendor always has to ensure that in all the ATMs the DVSS are functioning optimally.

6.11. Cash Replenishment Services:

6.11.1 Service provider may subcontract the Cash Replenishment activities but remain fully responsible for all the activities of the Cash-in-Transit (CIT)/ Cash Replenishment Agencies (CRA). The Vendors shall provide the Bank with all details for the subcontractor and would seek approval from the Bank to allow the subcontractor to work for the Bank. Bidder should subcontract the activities for cash Replenishment Services to reputed Cash Replenishment Agencies (CRA), subject to CRA fulfilling following criteria;

6.11.2 Cash replenishment must be one of the main/core activities of the agency with at least 5 years of experience.

6.11.3 CRA must be engaged in cash replenishment in ATMs/CRMs at a minimum of 50 centres and /or 2500 ATMs across the country for minimum of 3 Banks for last 3 years.

6.11.4 Financial net worth of more than Rs.100 crores.

6.11.5 Bidder to provide audited balance sheets and certified copies of annual reports of the CRA Agency after their selection as successful bidder for last three financial years.

6.11.6 Service provider should ensure that Cash Replenishment Agencies are following all the rules and regulations related to cash management. Service provider should also ensure that in case, RBI, IBA, Central /State govt. /Police authorities or any other law enforcement agency prescribed any new guidelines will be followed without any extra cost to Bank during the contract period.

6.11.7 Service provider will share the list of Cash Replenishment Agencies with registered address and contact details to Bank. In case, Bank has any issues with CRA or Custodian, it will advise service provider to change the Cash Replenishment Agency or particular custodian and service provider should ensure the same.

6.11.8 Service provider will be responsible to the Bank for Cash Replenishment services and responsible for mandatory Service Level Agreement (SLA). The replenishment process, inter alia, includes receiving cash from a designated currency chest/ centre/branch of the Bank, making ADMIN transactions at ATM/CRMs performing End of Day (EOD) and furnishing detailed MIS as required by the Bank in report and data format. Service provider will be responsible for reconciliation of physical cash in ATM/CRMs/BNAs with Admin report and Finacle Balance in Bank books. Resolution of all disputed transactions related to cash do not dispense/short dispenses / EJ/ images need to be attended and resolved by the service provider on case to case basis within

T+2 days.

- 6.11.9 Managed Services Vendor have to undertake periodic surprise inspection of ATMs for Cash loading by CIT/ CRA agencies in every month. Bank will also undertake periodic verification of cash held on ATMs/CRMs. The MS Vendor will coordinate ensure that cash verification by Bank's officials / authorized agents is allowed by the concerned agency.
- 6.11.10 The Cash Replenishment agency / Service provider shall take adequate insurance policy with Bank Clause for the value of entire cash throughout the Cash Replenishment Services Cycle (from Bank's premises till the loading in ATM safe) for all sorts of risks including fidelity clause arising from acts of omission / commission / dishonesty of its employees and / or its authorized agents. The loss-payee endorsement of such insurance policies shall be in favour of the Bank and it shall be ensured that the amount of claim, if any, shall be paid by the insurance companies directly to the Bank. However, it need not be an exclusive policy, if covered under an umbrella policy of the agency. The Cash Replenishment agency / service provider shall pay the premium for obtaining insurance cover.
- 6.11.11 Any shortage of cash on account of Cash Replenishment services whatsoever and for whatever reason shall be made good to the Bank within 15 days without waiting for admissibility or settlement of the insurance claim. Bank shall have the right to recover such shortage from any of the payment to the Vendor. Any amount of such insurance claims received by the Bank shall be remitted to the ATM Managed services Vendor by the Bank after adjustment of outstanding dues if any.
- 6.11.12 Vault Loss (es) and Transit Loss (es), if any, shall be made good by CRA to Bank within 15 (Fifteen) days of occurrence of such loss without waiting for admissibility or settlement of the insurance claim. If the CRA fails to make such payment with the said period of 15 days from date of occurrence/discovery whichever is earlier, then Bank reserves the right to recover the same by invoking the Bank guarantee.
- 6.11.13 In addition to the damages and remedies expressly set forth, CRA shall be liable to Bank, either directly or bypass-through claims of indemnity or contribution for claims of third parties, for any moneys, damages, relief, or remedies, irrespective of whether the claim arises in common law, tort, statute, or equity.
- 6.11.14 CRA shall allow Bank, its authorized representatives, RBI and other regulatory & statutory bodies to conduct vault audits at location where currency vaulting services is provided. Audits shall be conducted by Bank at its own cost during normal business hours. Bank representatives shall carry a letter authorizing them to conduct such audits along with their identity cards, any Bank official without the said authority letter and identity cards shall not be allowed by CRA to conduct audits

- 6.11.15 The Cash Replenishment agency should ensure correctness and genuineness of the cash and shall take the ATM fit currency notes to its possession. Counting and sorting facility at currency chest or nodal branch for currency notes will be provided by the Bank. Once the note packets are taken out of Bank's premises the Vendor would be responsible for shortage and fake, counterfeit currency if any, noticed subsequently.
- 6.11.16 Bidder has to ensure proper cash loading as per cash indent. If any diversion of cash happens without proper justification, Rs 10,000/- per ATM per Instance will be levied.
- 6.11.17 The basic scope of work for Cash Replenishment agency (CRA) will be replenishment of cash at the selected ATMs of the Bank anywhere in India, as per Bank's requirements. The replenishment will be on "Cassette Swap" basis. The scope of work includes coordinating and rendering some other services, as under:
- 6.11.18 ATM Managed Services Vendor will provide Cash loading requirements on daily basis to CRA and branches providing cash through mail and hard copies
- 6.11.18.1 Bank will provide cash for Two and half days excluding holidays requirement including cash available in ATM. The limit will be calculated on the average cash dispensed during the previous month.
- 6.11.18.2 MS Vendor/CRA will be responsible for delivery of JP logs and cash loading reports to the link/Nodal branch identified by Bank.
- 6.11.18.3 CRA will pick up the cash from the nodal branch or the Currency Chest specified along with the indent for supply of cash.
- 6.11.18.4 Use only ATM fit currency in ATMs and do Cash sorting, if required.
- 6.11.18.5 During the course of contract, if any particular denomination is to be included as per guidelines issued by the GOI / RBI / Bank etc. and it is needed that the ATM should be configured to continue dispensing the other new denomination, than it is mandatory that the CRA should arrange to configure the Cassettes as specified by the GOI / RBI / Bank etc.
- 6.11.18.6 CRA shall ensure replenishment of small denomination currency notes specifically, Rs 100/ or Rs 200/- in all ATMs or as decided by the Bank.
- 6.11.18.7 Follow the prescribed procedures for cash replenishment and perform the administrative jobs on ATMs
- 6.11.18.8 Attend to the analysis of disputed transactions/ cash shortage issues by verifying the journal log and purge bin cash.
- 6.11.18.9 CRA will make additional replenishments, as per Bank's

requirements. Such additional replenishments per ATM per month will be rendered free of charges. Wherever possible (especially at Metro and big cities where Bank has more than 15 ATM/CRMS) CRA will provide exclusive van for cash related activities for the Bank. Cash Replenishment Agencies must ensure that Cash vans should not carry more than Rs.10 Crores per trip.

- 6.11.18.10 CRA will load the cash at the respective ATMs on the same day and shall furnish the required reports, in soft copy as well as hard copy to the designated officials as per Bank's requirements.
- 6.11.18.11 Bidder has to ensure proper cash loading as per cash indent. If any diversion of cash happens without proper justification, Rs 10,000/- per ATM per Instance will be levied.
- 6.11.18.12 CRA will reconcile the physical cash at ATM with balance in Cash at ATM account with Bank. (Opening balance – payments made as per journal = closing balance).
- 6.11.18.13 Whenever there is SLM call, the CRA will send their representative also to the ATM(s) to enable the SLM engineer to work and to assist SLM engineer, at no extra cost.
- 6.11.18.14 CRA will send their representative and set right the cash jams and cassette faults, whenever necessary, as per the calls made (either Vendor Help Desk, branch, RO or ATM Cell). No extra / visit charges will be paid for this purpose, irrespective of number of visits required.
- 6.11.18.15 CRA will take out the JP prints from the ATM and will deliver it on to the designated Branch on the next day with proper indication of date and sequence number, whenever cash replacement is done along with Cash Balance reports. CRA will also confirm Cash loading to the currency Chest/link Branch.
- 6.11.18.16 In case of any change in cash loading, service provide will inform the Bank for passing the corrective entries in Finacle Accounts to avoid cash reconciliation issues. In such cases to avoid reconciliation issue, CRA should try to deposit the cash back to the nearby branch instead of loading to other ATM.
- 6.11.18.17 No vaulting and diversion of cash will be permitted without Bank's permission
- 6.11.18.18 CRA will ensure that optimum amount of cash to be loaded in ATMs to avoid cash outs and dead cash.
- 6.11.18.19 Ensure no ATM is under cash-out or cash-dry situation for whatsoever reason.

- 6.11.18.20 Loading and un-loading of cash in the ATM by cassette swap method or add cash method, whichever the Bank decides.
- 6.11.18.21 Transportation of cash from nodal offices of the Bank to ATM sites and vice versa.
- 6.11.18.22 Bunch/single note acceptors also may be part of the agreement.
- 6.11.18.23 CRA will ensure that cash indentation and cash forecasting are performed in accordance with industry standards

ATM EOD must be done at the time of cash loading or alternative days basis. There should be minimum of 12-15 cash replenishments/EOD in a month. The Bidders should furnish the details of the replenishments made during the month along with the bills for payment Resets and resolution of CIT caused errors.

Note: All extant statutory guidelines with regarding to cash replenishment should be followed by the service provider. In case of Forged Currency Note or short of cash the Vendor has to indemnify the Bank. The words "CRA"/ "CIT" used above should be treated as "service"

6.12. Factor of Safety (FoS):

The service providers are entrusted with the task of arrangement for replenishment of ATMs with required cash ordinarily on a daily basis to ensure prevention of "Cash Out" as well as "Idle Cash" situations in the ATMs. For purpose of monitoring of cash level/requirement in ATMs, there is concept of "Factor of Safety (FOS)" in the respective RFPs/SLAs. The FOS is envisaged to be maintained at the prescribed level at 2 times (i.e. cash to be present always in ATM to the extent of double of the withdrawal) for "Normal Days" and at 2.5 times for "Holidays".

In order to ensure the envisaged FOS level in ATMs, penalty provisions are incorporated in the respective SLAs executed with the Service provider. In case of breaching the same, penalties by way of interest @ "Bank Clean OD" rate are levied on the "Excess Cash" lying in such ATMs and are recovered from the Vendor's bills.

(Excess Cash = Closing Balance – Ideal Cash)

(Whereas Ideal Cash = Average daily withdrawal of previous month * target FOS)

It is being observed that the dispense forecast being done is based on multiple factors considering salary period, historical pattern, festive seasons, etc. and hence varies from day to day/week to week. The period with higher dispense is being considered as "Peak period" and the lower dispense period is "non-peak" period.

- 6.13. **Bank Guarantee for Cash Services:** The Service Provider/CRA shall submit to the Head Office, a Bank Guarantee for the term of 60 months (5 years, being the term of the contract) Rs. 1,00,000/- per ATM, in the specified format as per Annexure AJ, for all the ATMs, for securing the obligations in respect of cash loss in the number of ATMs allotted in each

ZOs within 30 days from the date of issuance of Purchase Order. In case the contract period is extended, the CRA would have to furnish a fresh Bank Guarantee or extend the existing Bank Guarantees for the extended period of the contract. For any further addition of ATMs allotted to the CRA during the currency of the agreement, additional Bank Guarantee, on the same terms and conditions for added number of ATMs, shall have to be provided by the CRA to the CO. In the event of failure on the part of the CRA to pay for cash losses, the Bank shall be entitled to invoke the Bank Guarantee(s).

6.14. ATM End to End Cash Reconciliations:

- 6.14.1 ATM Managed Services provider will also be responsible for the Physical Cash reconciliations and verification at each ATM/CRM where Cash Replenishment is outsourced. The Service provider will have the complete responsibility of Cash reconciliation with Cash at ATM account with Bank and Physical Cash at ATM. For More clarification, if Bank is handing over Rs. 10.00 lacs to CRA for cash replenishment, Vendor will be fully responsible for Rs. 10.00 lacs and physical cash available in ATM and Balance with Bank's Finacle account should be reconciled and tallied. Vendor has to check & verify all the cash loading transactions in Finacle account & suspect transactions in ATM on daily basis and resolve, as per the prevailing guidelines. Bank will provide the Finacle account details to service provide to facilitate and pass the required entries in Finacle Accounts if any.
- 6.14.2 Service provider need to submit the ATM wise report after loading the cash on daily basis as per the Annexure-G. The report can be provided through the Web Portal provided for the MS services. In case of any data is required for generating the report, Bank will provide the same on daily basis through mail and FTP.
- 6.14.3 Service provider should also share the complete data required for Annexure-G in case Bank intend to upload in Finacle or any other Bank's system.
- 6.14.4 Bank will provide all required files from ATM Switch and Finacle system to MS Vendor. MS Vendor should match transaction wise Switch data with Finacle and Electronic Journal and provide ATM wise daily report for matched and unmatched transactions. The MS Vendor should also provide the ATM wise closing Cash Balance as per the Switch and Finacle data. In case of any mismatch in physical Cash loading in ATM by CRA and Finacle account entries by Bank staff, the same be brought in the knowledge of the Bank and support staff deputed at ATM Cell, Central Office/Zonal Office will provide such details within three days of such mismatch.
- 6.14.5 The reconciliation reports with entry wise details of excess should be submitted on monthly basis to Zonal offices for Cash Replenishments. The reconciliation certificate along with entry wise details of excess in prescribed format should be submitted on load to load basis to ATM link branch/Nodal branch.

- 6.14.6 In case of requirement, ATM Managed Services Vendor will provide all the logs / images and other data /report for the representation of the issue before Interchanges or other regulatory authorities like Banking Ombudsman, RBI, NFS etc. Vendors will also arrange the machine logs, EJ and images for such cases.
- 6.14.7 One dedicated support staff member shall be provided at the Bank's Head Office and each Zonal Office (ZO) to coordinate and monitor ATM Managed Services and cash reconciliation at no additional cost to the Bank. These deputed officials shall be responsible for the cash reconciliation of all ATMs/CRMs in accordance with the Bank's requirements. They must be available at the Head Office/ZOs on all working days to assist the operations team.
- 6.14.8 Service providers must proactively inform the credit adjustments for all unsuccessful transactions on T+2 days. Bank will recover chargeback acceptance charges @ Rs.25/- + GST for all chargeback claims accepted for the ATMs outsourced for cash replenishment.
- 6.14.9 In case of any cash shortage between Finacle account balance and physical cash available in ATM is observed, the shortage will be recovered from the monthly payments to the service provider and adjusted in ATM account.

6.15. MIS:

- 6.15.1 CRA should provide any MIS Report sought by the Bank during the contract period and extension(s) thereof, within the timeframe specified by the Bank, at no cost to the Bank.
- 6.15.2 CRA shall assist in meaningful analysis of performance for improving uptime and availability of ATMs.
- 6.15.3 CRA shall have to translate dynamically, the status information of all machines in the network / MIS as seen through their Management Centre into web pages, which can be accessed by Bank's Users Role based, if required. The summarized data provided by CRA on the Web Server shall be classifiable at Multiple levels such as machine wise, RO wise, Zonal Office wise etc. or as may be intimated by Bank.
- 6.15.4 CRA shall furnish the Standard Report promptly including exceptions for SLAs of all connected Cash Replenishment Agency's along with their stipulated periodicity as appended below which Bank may at its discretion add to / delete from the list:

6.16. Support Staff at Central Office and Zonal offices of the Bank: -

- 6.16.1 The Vendor has to provide 1 support staffs at our Head office to co-ordinate and monitoring for the contract period from the date of acceptance of order without any

- cost to Bank. The support staff should be well versed with ATM technology and functionality. Office Timings may change as per the requirement of the Bank.
- 6.16.2 The Vendor should also provide support staff at Zonal offices to co-ordinate for monitoring of all ATMs/CRMs uptime from 10.00 A.M. to 6 P.M. for the contract period from the date of order. Presently there are 29 Zonal offices and in case, Bank opens new Zonal office, Vendor should provide the support staff at new office also as per the price discovered in RFP. The support staff should be Graduate and well versed with ATM technology and functionality with minimum two years of experience in the same field.
- 6.16.3 Timings of Support Staff/Project Manager at head Office and resources deployed at Zonal Offices will be 10:00 AM to 6:00 PM for working and non-working days. In case of leave of Support Staff at Central Office and resource at Zonal Office, successful bidder shall ensure the alternate suitable arrangement for the same.
- 6.16.4 The Vendor should have done proper Police verification of support staff before deploying at the Bank. Details of support staff qualification and experience should be submitted by the bidder on letter head of the Vendor. Any change in support staff will be done with formal information given by the Vendor on their letter head.
- 6.16.5 Service provider should arrange substitute in advance, in case of the resignation of the support staff. A penalty of Rs.4000.00 per week will be levied and amount will be deducted from the monthly payments to the service provider.
- 6.16.6 The scope of the duties of the support staff will be as under:
- 6.16.6.1 Staff shall report to the designated officers at Zonal Offices and head office daily (including working and non-working days) and submit their daily reports.
- 6.16.6.2 Staff should report all the ATMs owned by the Bank (Capex) downtime in the morning at 10:00 am to Zonal Head and status report at 12.00 o'clock with reasons and steps initiated. End of the Day, support staff will also provide the list of down ATMs to Zonal Head with action initiated.
- 6.16.6.3 Call the Branch officials/Service providers for resolving the issues of Cash Out, Cash Jams, Power/ UPS, earthing and link issues and escalate to HO/ZO officials in case of requirement.
- 6.16.6.4 Ensure FLM should report to the ATM site within prescribed time and take the feedback from FLM.
- 6.16.6.5 Monthly report on housekeeping and any deficiency reported by housekeeper to HO and ZO officials.

- 6.16.6.6 In case of leave, arrange for the substitute and inform in advance to HO/ ZO officials.
- 6.16.6.7 Ensure that all the Cash outsourced ATMs are tallied with Finacle and physical cash. In case of any discrepancies, coordinate with cash team/ Bank and resolve the issue.
- 6.16.6.8 Ensure Cash reconciliation reports for Offsite ATMs are submitted weekly to Branches and monthly to Zonal offices. He /she should ensure that there should not be any difference with Finacle Cash at ATMs and actual Cash at ATMs
- 6.16.6.9 Coordinate with CRA and nodal branches/Chest for smooth delivery of cash to CRAs
- 6.16.6.10 Submit and claim monthly invoices for Managed Services and Cash Replenishment supported with required reports.
- 6.16.6.11 Submit ATM wise daily report for ATMs down due to Bank dependency reasons and keep a signed copy by Bank officials on monthly basis.
- 6.16.6.12 Follow up regarding RP Issues with local FLM Vendors
- 6.16.6.13 Liaison with CRA and Channel Manager for cash outsourced ATMs. Ensure No cash outsourced ATM is out of Cash.
- 6.16.6.14 Follow up and Escalation of SLM calls with ATM service OEMs/Vendors.
- 6.16.6.15 Acting as Local help desk, providing remote support to Branches.
- 6.16.6.16 MIS Reports - incl. reports for SLA management of connected Vendors:
- 6.16.6.17 Vendor should provide all the reports and data related to ATM Managed Services in the format required by Bank.
- 6.16.6.18 Management reporting, including exceptions for SLAs of all connected service providers
- 6.16.6.19 Assistance in meaningful analysis of performance for improving uptime and availability of ATMs.
- 6.16.6.20 Daily follow-up for ATM EOD and Admin activities is conducted by the branches.
- 6.16.6.21 Provide ATM download for all out-of-service machines, as required, via the Switch portal provided by the bank
- 6.16.6.22 Follow up with branches regarding ATM installations, pending issues, or any requirements specified by the Zonal Office and Head

Office.

6.16.6.23 All staff must report for duty by 10:00 AM daily, excluding bank holidays. Any staff member arriving after 10:30 AM will be marked absent, and a penalty of ₹1,000 per day will be deducted.

6.17. Monitoring Tool and MIS service

6.17.1. The Bidder will be responsible for Online and real time monitoring of ATMs to ensure desired 98% for Metro and Urban areas and 97% for Semi-Urban and Rural areas. Bidder should provide remote monitoring tool at Bank's site or site specified by the Bank for observing the health and status of all the ATMs outsourced/deployed by the Bidder. The services include the following;

6.17.1.1. Remote detection of events exceeding threshold.

6.17.1.2. ATM cash forecasting for all ATMs using latest technology AI/ML.

6.17.1.3. Daily order recommendation and Potential cash out warning for ATMs

6.17.1.4. Consolidation of settlement, reconciliation reports and data.

6.17.1.5. Centralized monitoring and control over access to safes

6.17.1.6. Bidder should arrange to intimate above situations by way of SMS/Email to authorized officials of the Bank. Bidder has to provide the reports/MIS Reports as per the requirements of the Bank which includes but not limited to the following:

6.17.1.7. Management reporting including exceptions for SLAs of all connected Bidders.

6.17.1.8. Assistance in meaningful analysis of performance for improving uptime and availability of ATMs to customers.

6.17.1.8.1. The Bidder is required to provide incident management services.

6.17.1.8.2. Single point of contact for end-to-end resolution for ATMs, automated on-line real-time fault detection & trouble ticketing. ii. Automated triggering of escalation alarm and follow up till resolution.

6.17.1.8.3. Proactive and reactive review of hardware performance and Bidder's performance in relation to service levels.

6.17.1.9. The Bidder is required to provide help desk services. These services include the following:

6.17.1.9.1. Providing Help Desk facility with multiple lines as single point of contact for all ATMs related issues .

6.17.1.9.2. Proactive problem resolutions using AI methodology .

6.17.1.9.3. Round-the-clock remote support to field operatives.

6.17.1.10. Any cost for the development of the interface or its customization at the BIDDER's end shall be borne by the BIDDER and at Bank's Switch end has to be borne by the Bank. The indicative list (but not exhaustive) is given hereunder.

6.17.1.11. The development of the interface between Bank's Switch and monitoring tool of the services provider (both at Switch and monitoring tool end).

6.17.1.12. Customizations of the ATM switch software and ATM software to handle biometric/OTP/QR code-based transactions on ATM.

- 6.17.1.12.1. If any processes at Bidder's end or their consortium partners end needs to be changed, upgraded, re-designed, the same has to be done at no additional cost to the Bank.
- 6.17.1.12.2. If any new customization at Banks switch for the model supplied by the Bidder, Bidder has to bear the cost of customization.
- 6.17.1.12.3. Centralized Monitoring Portal: The Bidder shall provide a centralized web portal with hierarchical access levels (Zone-wise and Branch-wise). The portal must display real-time statistics on active and inactive ATMs, categorized with OEM .
- 6.17.1.12.4. User Management and Access Control: The portal must support granular, role-based administrative rights:
- Head Office: Full administrative control, including global configuration and management of Zonal users.
 - Zonal Office: Privileges to manage and monitor all terminals and branch-level users within the assigned zone.
 - Branches: View-only access restricted to data for their specific terminals.
- 6.17.1.12.5. Remote Distribution and Switch Integration: The Bidder is responsible for integrating the portal with the Bank's switch to facilitate remotely software Downloads(ATM Download). Access to initiate these downloads must be configurable based on Zonal and Branch-level permissions.
Data Reporting and Asset Tracking: The portal must provide a comprehensive dashboard displaying the following parameters for each terminal: ATM ID, Branch Code, Branch Name,Zone,Machine Status (Live/Down), Site Type(onsite /offsite, and Downtime Duration, Downtime Reason, Timestamp of the Last Financial Transaction, Timestamp of the Last Non-Financial Transaction, Electronic Journal (EJ) Connectivity Status and aging reports for disconnected EJ . Any customization required shall be done at no additional cost
- 6.17.1.12.6. Visual Analytics: The dashboard shall include graphical representations (such as pie charts) to track the total number of offline/down machines, with the ability to filter data by OEM.
- 6.17.1.12.7. Automated Notifications: The system must automatically send Email and SMS alerts to the Branch Manager, Custodian, and Vertical Head regarding critical events. These include machine downtime, low-cash alerts (balance <₹50,000), and EJ disconnection, with notifications sent at defined intervals until the incident is resolved.
- 6.17.1.12.8. The dashboard provided by the bidder shall use AI to monitor ATM downtime effectively and increase overall ATM uptime
- 6.18.1. Bidder shall maintain (Hardware/software solution and upgrade the Systems during the Contract Period so that the System shall, at all times during the contract Period, meet or exceed the specifications in the Project Documents and the performance requirements as set forth in this Agreement. Bidder shall, at no cost

to the Bank, promptly correct any and all errors, deficiencies and defects in the Systems.

- 6.18.2. Bidder shall have the operational maintenance obligations (e.g. Central Monitoring Station, onsite installation and services, networking, telephone support, problem resolution, Reporting.
- 6.18.3. All patches updates, related firmware updates and patch management implementation, Vulnerability Assessment /Penetration testing observation closure to be taken care by the bidder and confirm the same to the Bank after implementation within in reasonable time at no additional cost .
- 6.18.4. The bidder shall confirm on integrity of the supplied software i.e. the software is free from bugs, malware, covert channels in code etc. and bidder will also be responsible for any third-party programming code, if any, embedded in the supplied software.
- 6.18.5. Bidder shall be responsible to inform Bank, within 7 days of release of any new firmware/code/update/upgrade by the OEM and implement the same within 15 days from the date of such release without any cost to the Bank, during the contract period for the items provided by the bidder.

6.19. Use of One Time Combination (OTC) locks for CRA and self-loading ATMs

- 6.19.1. As per RBI directive, all the ATMs (CRA and self-loading) serviced pursuant to this contract shall be equipped with the Mas Hamilton /KABA/ S&G Lock / Perto /Securam (OTC) / equiv. system. Vendor shall ensure following activity at all ATMs irrespective of loading type i.e Bank managed or CRA managed-
 - 6.19.1.1. Cooperate in implementation of the OTC system at all sites
 - 6.19.1.2. Implement central and mobile based OTC solution
 - 6.19.1.3. Activate OTC lock to route mode during Initial Currency Load
 - 6.19.1.4. Acquire, implement and operate the one-time combination dispatch software in route mode
 - 6.19.1.5. Make its records available as necessary to investigate any operational issue or loss.
- 6.19.2. Vendor / CIT shall start cash replenishment service only after successful activation of Mas Hamilton /KABA/ S&G lock/ Petro /Securam/ equiv. system (OTC) in route mode. The Vendor/CRA shall have necessary infrastructure and software required to generate and communicate one-time password to its joint custodians/Bank custodian at site. CRA shall mandatorily use OTC system for cash related activity at all sites (Bank loading as well as CRA loading sites). The Vendor shall have the capability of takeover of password generation process from CRA within shortest time in case of any exigency.

6.19.3. CRA/CIT shall allow Bank, its authorized representatives, RBI and other regulatory & statutory bodies to conduct vault audits at location where currency vaulting services is provided. Audits shall be conducted by Bank at its own cost during normal business hours. Bank representatives shall carry a letter authorizing them to conduct such audits along with their identity cards, any Bank official without the said authority letter and identity cards shall not be allowed by CIT to conduct audits.

6.19.4. Bidder shall provide periodic MIS reports to the Bank as and when required by the Bank and shall provide audit trails of locks basis specific audit requirement from Bank.

6.19.5. Centralized Lock Management and User Administration:

Management Portal: The Bidder shall provide a centralized portal for the comprehensive management of electronic ATM locks.

Hierarchical User Creation: Zonal offices must have the administrative authority to create and manage user profiles for their respective ATM/CRM.

Contingency Access Management: In cases where a primary custodian is on leave or unavailable, the Zonal administrator must have the capability to reassign access rights or authorize temporary credentials to ensure uninterrupted operational access.

Portal Compatibility and Access Controls: Universal Lock Integration: The portal must be hardware-agnostic, supporting seamless integration with all types of electronic and digital locks currently in use.

Tiered Access Rights:

Head Office: Full global administrative and supervisory access to all system functions.

Zonal Office: Administrative access restricted to regional oversight and user management.

Branch Office: Operational access limited to managing local ATM lock passwords and defining authorized opening schedules.

Scheduled Access Control: The system must allow branches to configure time-based scheduling for lock activation, ensuring ATMs can only be opened during authorized windows

6.20. Compliance of Statutory and other responsibility

6.20.1. The Vendor should ensure that all statutory, regulatory and all other guidelines are complied with respect to ATMs security and the cash in transit and held in vaulting and loaded in ATM /CD.

6.20.2. It shall be the sole responsibility of the Bidder to obtain required licenses,

permissions etc from local or any other authority for cash transit or vaulting.

- 6.20.3. Any penalty charged to the Bank for non-compliance with any guideline or for non-obtainment of required permissions, licenses by the Vendor will be reimbursed by the Vendor to the Bank.
- 6.20.4. In the event of seizure of Bank's cash for non-compliance of any guidelines or non-obtainment of required licenses, permissions etc. by the Vendor, all costs incurred for release of Bank's cash will be borne by the Vendor.
- 6.20.5. The Bank at its discretion shall audit cash in vault, cash in ATMs, the software, Hardware IT infrastructure and services delivered by the Bidder by its internal/external auditors. The Bidder is required to facilitate the same at no additional cost. Such audits will be done as per Bank/RBI guidelines and advance notice will be given; however, the Bank reserves the right to carry out surprise audit whenever required as per business requirement.
- 6.20.6. The Bank, the Reserve Bank of India (RBI), auditors (both internal or external), and other authorities engaged by the Bank and/or RBI shall be authorized to make inquiries and audit, the Vendor's compliance with the provisions of this RFP as well as the Agreement or other regulatory/Bank's policy compliance requirements related to ATM/CD operations and the Vendor agrees to provide the Bank with such information and access for audit as requested for by the Bank, RBI, auditors both internal or external, engaged by the Bank and/or RBI and/or any regulatory or statutory authority.
- 6.20.7. At all times the Bank, RBI, auditors (both internal and external), and other authorities engaged by the Bank and/or RBI shall have the right to inspect the premises, managed service centre of the third party if it is outsourced by the Vendor (if the Vendor does not own it), books and records of the Vendor directly or through its representatives. Vendor's records with respect to the matters covered by this RFP as well as the Agreement or other compliance requirements, shall be made available to the Bank or its designees, to audit, examine and make excerpts or transcripts of all relevant data. Vendor is aware that any failure to permit inspection may result in RBI imposing fine/ penalty and all such amounts shall be paid by the Vendor.
- 6.20.8. The Selected Bidder/s shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank and Bidder is required to submit such certification by such Auditors to the Bank. 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 Bidder. Bidder shall,

whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the bidder.

- 6.20.9. Except Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice to Bidder before such audit and same shall be conducted during normal business hours. Bank also reserves the right for conducting surprise audit. Vendor shall have obligation to comply with all the recommendations/close all the vulnerabilities reported in the various security review, IS Audit, UAT etc conducted by the Bank, regulators, Bank appointed third party at various stages during the contract period without any additional cost the Bank.
- 6.20.10. Only those bidders would be considered who provide services in compliance of all criteria provided by the RBI/MHA. Bidder has to comply with the advisory/guidelines issued by RBI/IBA/GOI as on date of go live and any further modifications and new advisories issued during the contract period will be mutually discussed and implemented at agreed terms.
- 6.20.11. Bidder should comply all the formats of reports, reconciliation report, Electronic Journal, Receipts etc. as required by Bank, RBI, Govt etc., free of cost.
- 6.20.12. Criteria for selection of CRA/CIT - The bidders and their sub-contractors, if any, shall have to meticulously adhere to the Standards relating to Cash Management activities issued by the Regulator and GOI from time-to-time. Latest instructions on this subject issued by RBI vide their letter No. RBI/2017-18/152 DCM(Plg) No. 3563/10.25.07/2017- 18 dated April 06, 2018 and Gazette Notification issued by Ministry of Home Affairs, New Delhi on 8th Aug. 2018.
- 6.20.13. The Bidder shall also adhere further refinement issued by the Bank from time to time for smooth and hassle-free ATM Operations,
- 6.21. The successful Bidder should submit Information System and Cyber Security Audit report of his location duly conducted by the CERT-In empanelled Audit Firm prior to outsourcing of activity.
- 6.21.1. Scope of Audit should be with respect to but not limited to ISO 31000, ISO 22301, ISO 27001, PCI-DSS, CERT-In guidelines, NIST Cyber Security Framework, CIS Security Control and ensure abidance to the Information Technology Act, RBI Guidelines/ circular /advisories on Electronic Banking in all spheres of its application.
- 6.21.2. The purpose of the assessment is to understand how well the Bank's information / data / asset is protected in terms of confidentiality, integrity and availability at the Vendor location.
- 6.21.3. Bidder should submit Information System and Cyber Security Audit report received from CERT-in empanelled IS auditor clearly mentioning whether the sharing of data with Bidder is secured or not and same should be duly signed by Bidder's competent authority.
- 6.21.4. This report should be submitted within one month of issuing purchase order and subsequently every year.

- 6.22. Bidder should submit Information System and Cyber Security Audit report received from CERT-in empanelled IS auditor clearly mentioning whether the sharing of data with Bidder is secured or not and same should be duly signed by Bidder's competent authority.
- 6.23. This report should be submitted within one month of issuing purchase order to the successful bidder and subsequently every year.
- 6.24. The successful Bidder should follow the Accessibility Standards and Guidelines for Banking Sector (applicable to ATM) of DFS, Government of India and any other Regulator issued from time to time without any cost to the Bank.

Section III-EXECUTION OF WORK

7. Utilization of Know-how and Personnel for Competitors:

- 7.1. The Bank prohibits the Bidders from using any information or know-how gained in the rendering services and performance of obligations under the contract or participation in this RFP for another organization whose business activities are similar in part or in whole to those undertaken by Banks anywhere in the world without prior written consent of the Bank for a period of five years from the expiry date of the contract.

8. Conflict of Interest:

- 8.1. Bank requires that the Bidders provide professional, objective, and impartial advice and at all times hold Bank's interest paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from Bank.
- 8.2. Bidders have an obligation to disclose any situation of actual or potential conflict in assignment/job, activities and relationships that impacts or may impact their capacity to serve the best interests of the Bank, or that may reasonably be perceived as having this effect. If the Bidder fails to disclose said situations and if Bank comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment and contract period.

9. Compliance with Statutory and Regulatory Provisions:

- 9.1. It shall be the sole responsibility of the Vendor to comply with all statutory /RBI and any other statutory/ regulatory provisions and deliver the goods and services in the latest version and features in practice among Banks / financial institutions during the entire contract period of 5 years and for any extended period.
- 9.2. The Bidder shall from time to time inform the Bank about industry best practices, security bulletins, updates, and advisories etc. that needs to be adopted by the Bank through the Vendor to strengthen the existing ATM infrastructure without any additional cost to the Bank.

10. Taxes and Duties:

- 10.1. The Vendor shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of products and services at various sites including incidental services and commissioning. Arrangement of the road permit is the sole responsibility of the Vendor; Bank will provide necessary support in getting the same. In case of Diversion, Vendor will initiate for the E waybill and Bank will support the successful Bidder for E waybill requirement.
- 10.2. The Vendor must also ensure that all applicable laws framed by the Central Government, State Government and Local Bodies, including payment of applicable taxes /duties and all laws pertaining to contract employees / labour laws are complied with at all times.
- 10.3. Providing clarifications/particulars/documents etc. in relation to the procurement under this RFP to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc. will be the sole responsibility of the Vendor at their cost.
- 10.4. Tax deduction at Source - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall affect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in this RFP or the Contract shall relieve the Vendor from its responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of the contract under this RFP.
- 10.5. The Vendor shall solely be responsible for all payments (including any statutory payments) to its employees and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.
- 10.6. The Bidder shall be liable to pay all applicable corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.

11. Publicity:

- 11.1. For any publicity by the Vendor in which the name, logo, signage, emblem or any other type or nature of design or symbol or any other intellectual property of or relating to or belonging to or owned by or associated with Punjab & Sind Bank is to be used, explicit prior written permission should be obtained from the Bank for doing so. Unless such specific prior written permission is obtained, the Vendor shall be in violation of the terms of this RFP and the contract and appropriate penalties, as

deemed fit by the Bank, shall be imposed on the Vendor in addition to any legal action initiated by the Bank against the Vendor.

12. Ownership of bids/submissions

- 12.1. All submissions/bids of the bidders will become the property of Bank. Bidders shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission/bids for the purpose of evaluation, to disclose the contents of the submission/bids to other Bidders who have registered a submission/bid and to disclose and/or use the contents of the submission/bid as the basis for any resulting procurement, notwithstanding any copyright or other intellectual property right that may subsist in the submission/bids or Banking documents.

13. Start of Services

- 13.1. The bidder should be in a position to take over all of Punjab & Sind Bank's ATMs within 30 days from the date of acceptance of the order from the existing MS Vendor on allotment of the contract by the Bank. The responsibility of collecting all the required information and customization to communicate with Bank's Switch and the ATM network shall be with the Vendor and has to be carried out by the Vendor without any additional cost to the Bank. Cost of leased line and back up connectivity from the Vendor's Management Centre and DR Site to the Bank's Switch and DR Site has to be borne by the Vendor. The recurring expenditure relating to connectivity also to be borne by the MS Vendor. Cost of licenses/software/ hardware/ services required to provide Managed Services will be borne by the Vendor.
- 13.2. ATMs deployment is an ongoing process and MS Vendor shall take over the remote monitoring of an ATM immediately as it goes live but not before enabling EJ pulling successfully on the ATM. The MS Vendor shall, take over the ATM for full-fledged Managed services including EJ pull within seven days of intimation from the Bank.

14. Procedure for FLM takeover:

- 14.1. The Vendor will have to make arrangements to take over the hood keys from the existing ATM Managed Services Vendor. The safe keys along with combination password for Cash Replenishment outsourced ATMs also to be taken over with the help of Branch officials and ensure that the old combination password will be changed immediately after taken over the ATM.
- 14.2. The Vendor will take over key of backroom from the Branch / FLM custodian and at the time of takeover list out the items and hand over the acknowledgement of the same to Branch.
- 14.3. While accepting the ATMs for Cash replenishment takeover, the Vendor should ensure that Safe lock is working properly and Cash in the cassettes are properly counted and acknowledged. If any discrepancies observed during the FLM / Cash Replenishment take over, the same will be recorded and reported immediately to concerned Link branch and Zonal Office of the Bank.

- 14.4. Physical takeover of ATMs will be considered only after enabling EJ services successfully from an ATM. The takeover of the Bank's ATMs should be completed within 30 days from the date of receiving the confirm order from the Bank.
- 14.5. The maximum cap on the penalty shall be 5% of the TCO for uptime and downtime of the ATM. However, any liability to the Bank arising out of disputes in not coming under this capping will be recovered from MS Vendor on actual. The details of the penalty clause are as under;

15. Maintenance and Resolution Time:

- 15.1. The Vendor should ensure improvement in uptime and availability of ATMs and in analyzing the performance of the ATM network and suggest ways to improve uptime and availability. Vendor shall provide prompt first line maintenance, in response to oral, including telephonic notice by the Bank through its own / outsourced Vendor service personnel wherever the Equipment is installed, and the service shall be made available within the time frame as under:
- i. Rectification of FLM related errors within 4 hours Metro and Urban Centres and 6 hours at Semi Urban and Rural Centres.
 - ii. Metro, Urban, Semi-urban and rural categories are already decided by the Bank and Vendor has to follow the same.
- 15.2. The Vendor is responsible for ensuring minimum time to diagnose and identify problems/problem part or consumable outage and is expected to escalate an event promptly and follow it up continuously till closure of the ticket.

16. ATM Downtime Calculation:

- 16.1. Punjab & Sind Bank is committed to provide world-class services at its ATM network with high 24x7x365 availability to customers. The MS Vendor is, therefore, expected to keep the downtime for ATMs to a minimum level of less than 2% ATMs located at Metro and urban locations and less than 3% for rural and Semi Urban locations. The "ATM downtime" means ATM not available to the user for whatever reason.

$$\frac{25 \times 100}{30 \times 24} = 3.47\%$$

- 16.2. The Bank will not rely only on the Vendor's report and may cross-check the data through independent verification from its switch & other sources and Bank's decision will be binding.
- 16.3. Vendor should give the Bank a notice of 15 days for any planned downtime. Such planned downtime needs to be approved by the Bank. In case the above procedure is not followed, it shall be considered as an unplanned downtime.

17. Penalties

- 17.1. The penalty which may be imposed on the Vendor by the Bank for is capped at maximum 10 % of Total Cost of Ownership (TCO) beyond which Bank may terminate the Contract, as per Bank's discretion and penalty will be deducted on monthly invoice amount.
- 17.2. In case of any shortage of physical cash by theft, Fraud, pilferage, etc., if any, in the ATM/CRM the bidder will deposit the shortage amount through Bankers' cheque/NEFT within three working days. In case shortage amount is not deposited within three days, Bank will recover the amount in next invoice and will impose penalty of Rs.50,000/-per incident.
- 17.3. In case of delay in attending FLM call and call is pending for more than (4 hours for Metro & Urban and 6 hours for semi urban & Rural) 4-6 hours in any extreme case, a penalty of Rs.100.00 per Hour per ATM will be levied.
- 17.4. C3R Report along with Switch and Machine Counter must be submitted on T+1 basis to Bank Nodal branches and Central Recon Team. Further, the Vendor has to follow Bank Guidelines in this regard from Time to Time. if Vendor failed to submit C3R report to Bank, a penalty of Rs. 5000/- per day per site will be levied.
- 17.5. Bank will provide sitting space at each ZO.The PC/ Laptop will be provided by the Vendor. If Vendor will not provide the staff at any RO within two weeks from the date of acceptance of the order and information by Bank at new ZO, a penalty of Rs. 4000.00 per week will be levied.
- 17.6. If the Vendor fails in providing the proper Managed Services, including Primary and DR sites, as per the terms and requirements specified in this RFP, Bank will charge penalty up to 10 % of the TCO depending upon the deficiency in services. However, any liability to the Bank arising out of disputes is not coming under this capping; it will be recovered from M S Vendor on actual.
- 17.7. In case of any ATM is out of paper (JP or RP) for more than 24 hours in any extreme case, a penalty of Rs. 500.00 per day per ATM will be levied. Cash out at any ATM due to RP issue of more than 10 hours in a month will attract a penalty of Rs.10000/- per month.
- 17.8. The Bank will inform the details of proposed ATM site with contact details to Vendor while placing the order for ATM. The ATM live dates will also be shared, and Vendor has to complete the takeover services within a week of ATM starts operation. For any delay in operationalization of full-fledged Managed Services including EJ pulling beyond four days after the date of intimation from the Bank, a penalty @ Rs.500/- per day per ATM will be charged from the 5th day.
- 17.9. Bank will levy a penalty of Rs.100/- per instance per day in case of non-uploading of EJ within T+1 days from the date of transaction, and/or uploaded file not having 100% transactions and/or EJ disabled and EJ disconnected cases not resolved within T+2 days after logging a call with the ATM Vendor.
- 17.10. For any delays on the part of the Service provider in completing the configuration,

network connectivity between switch and MS Centre and other taking over formalities within four weeks from the date of acceptance of the order for ATM managed services, penalty worked out @ Rs.1,000.00 per day per site would be levied.

- 17.11. Physical takeover of ATMs will be considered only after enabling EJ services successfully from an ATM. The takeover of the Bank's ATMs should be completed within 30 days from the date of receiving the confirm order from the Bank. For any delays in takeover of existing ATM site beyond the stipulation of 30 days, a penalty calculated Rs.200.00 per day per site will be levied.
- 17.12. Bank reserves it's right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the Vendor.
- 17.13. If the MS Vendor claims that there were some issues from the Bank or SLM side, the MS Vendor should submit the sufficient proof for the same.
- 17.14. 24 x 7 continuous monitoring of availability of cash in the network of ATMs through Incident Management Tool and ensuring no cash out scenario for any of the ATMs, otherwise penalty will be levied as Rs 4000/-per ATM per instance (more than 3 hours of cash out consider as single instance). This is in addition to any penalty imposed by regulatory authority i.e. RBI/GOI/MHA/MOF etc. which will be recovered separately.
- 17.15. MHA guidelines and Cassette Swap implementation to be ensured in applicable cities, otherwise penalty will be levied as Rs. 2000/- per ATM per instance in addition to price discovered in RFP.
- 17.16. Handling ATMs without activation of OTC Lock – Rs.500/- per instance. Any technical reason resulting in non-activation of OTC Lock would qualify for waiver only post Bank' approval.
- 17.17. Non- compliance of Cassette Swap in ATMs will attract a penalty of Rs.1000/- per incidence per ATM maximum up to Rs. 10000/ per ATM along with the penalty imposed by the regulatory authorities, if any.
- 17.18. Shifting of sites approved by Bank should be completed by Bidder without any additional cost to the Bank within 30 days after date of sanction and thereafter penalty of Rs. 1000/- per day, per machine will be recovered. Bank will not make any payment for sites not shifted within stipulated time.
- 17.19. If Bidder fails to submit reconciliation Certificate as per timeline then penalty will be levied 1000/-per day.
- 17.20. Any penalty levied by statutory authority, ombudsman on account of deficiency of service shall be passed on to the bidder.
- 17.21. Counterfeit note loaded in Banks ATMs by cash handling agency – Rs.10,000/- per instance in addition to deduction of equivalent of counterfeit note dispensed per instance. In case of repeat instances being reported, Bank will be forced to take

necessary action to reduce exposure to concerned cash handling agencies

In case the penalty reaches the above maximum, the Bank will be at liberty not to release any payment and cancel the contract summarily and also invoke the guarantees submitted by the bidder to recover any payment already made by the Bank.

18. Exclusions to liability for Penalty:

18.1. The Penalty will not be imposed on the Vendor in the following cases, subject to proof submitted by the Vendor which is acceptable to the Bank:

- Where safe is required to be broken open (proof from the respective SLM Vendor)
- UPS or Batteries to be replaced by OEM vendor or Bank.
- Instances of force majeure (in such cases, the Vendor shall inform and seek Bank's confirmation of its non-liability for penalty)
- VSAT or network equipment's to be replaced by Bank.
- Failure of Switch.
- Disruption of Power supply/Link failure from the Electricity Board/ MTNL/BSNL.
- Bank officials confirm that delay was due to Bank dependency.

19. Review of Managed Services:

The services of the MS Vendor will be reviewed after every month or as per Bank's requirement. MS Vendor should coordinate the meeting before submitting the monthly invoice for payment. Bank may review the financial capabilities of the MS Vendor on yearly basis and examine for continuing the contract.

20. User Acceptance Test:

Bidder has to provide detailed write-up on the functionality of the Interface software and to provide an undertaking that the data taken for monitoring purposes is and shall always be kept confidential.

The bidder shall connect the AMS facility to the test switch and assist the Bank's team in carrying out the User Acceptance Test. The Bank may arrange to test the systems, integration with the existing environment, and all aspects of the deliverables through its own employees or any third-party testing agency, at the option of the Bank. The Bidder should extend total co-operation and support for completing the testing.

20.1. The Bidder shall ensure that the functionality, features and reports as per this RFP are met and shall be considered as the base line requirements of the Bank and will not be considered as customization.

20.2. The Vendor shall allow the Bank to audit the functionality, security, processes etc., of operations of the ATMs and related applications, database, infrastructure, channels and records, directly related to the services to its authorized personnel, its auditors (internal and external), authorized personnel from RBI / other regulatory and statutory authorities. In case any of the services are further outsourced/assigned/subcontracted with prior permission of the Bank to other Vendors, it will be the

responsibility of the Vendor to ensure that the authorities / officials as mentioned above are allowed access to all the related places, including that of Cash Managing Agency's vaults, for inspection and verification. The audit shall be conducted onsite or offsite (as per Bank) and the frequency shall be as per the Bank's requirement. The Vendor shall ensure that adequate resources having the technical expertise are provided to support, demonstrate and conduct this activity.

21. Disaster recovery site

The DR should support a recovery point objective (RPO) of 15 minutes and support a Recovery Time Objective (RTO) of 30 minutes.

22. Liaison with the Second Level Maintenance (SLM) service providers

- 22.1. The Vendor should liaise with the SLM service providers of the Bank to coordinate and provide complete support to resolve any SLM related issues that may arise. The Vendor should track the ATM performance, calculate down time due to SLM related issues and advise the Bank of the details (timelines) of resolution of complaint.
- 22.2. The Vendor should monitor the SLM calls taking more than specified time in resolution and making the ATM operational. Part replacement cases where time taken is more than 48 hours after placing the order in making the ATM operational, the same should be reported in monthly reports.
- 22.3. The Vendor is expected to escalate incidents promptly and to continuously follow up at reasonable intervals till closure of a ticket. In other words, the Management Centre will be responsible for ensuring compliance of other Vendors as per their respective SLAs and Branches, which are maintaining Power, UPS and air conditioning issues at ATM sites. The Network Service Providers have clearly defined SLAs the monitoring of which is to be done by the MS Vendor, with specific reference to the performance of the ATM network only. The Management Centre will provide suitable reports giving details of activity undertaken as above along with exception situations involving breach of related SLAs.
- 22.4. The above timelines are applicable for third party components also. The Vendor is accountable for managing the coordination of incidents that require both single and multiple party dispatches. The Vendor's responsibility is to automatically/immediately escalate an incident call to respective Vendors / service providers for all equipment's/services, and to track all incidents at periodic intervals to ensure that the error is rectified within reasonable time.
- 22.5. Implementation of Hardware level, Configurational Changes, wherever required/necessitated.
- 22.6. Installation of original (OEM make only) spare parts, wherever required, to take care of breakdowns and natural wear and tear or aging of ATMs without any extra cost to Bank.

23. Extension of Contract Period

The Bank reserves the right to extend the agreement entered into with the successful bidder for further two years after the expiry of the term of five years with same terms & conditions.

24. Locations to be covered

Vendors should note that the Bank deployed ATMs across the length and breadth of the country in both offsite and onsite locations as per requirements of business and the Vendor will be required to support all such installations without additional cost of Bank.

25. Software Licenses

The EJ pulling or any other software to be installed in the ATMs should have licensed right in favour of Bank even after expiry of contract for all the ATMs.

26. ATM Uptime Maintenance

26.1. The Vendor should ensure prescribed uptime of individual ATMs (to be calculated on monthly basis independently through ATM Switch or otherwise) during the contract period. Vendor is expected to coordinate with all the agencies involved in the ATM operations including UPS, AC, SLM, Switch Vendors, Branch and Zonal office staff to achieve prescribed uptime of ATM.

26.2. In the event of failure of maintaining the uptime of 98%, (based on the report from Bank's ATM switch, the charges for the managed services will be paid as under:

Uptime between	MS Charges Payable (Metro & Urban)	MS Charges Payable (Semi Urban & Rural)
98% and above	100%	100%
97% and Above but below 98%	97%	100%
96% and Above but below 97%	95%	97%
95% and Above but below 96%	93%	95%
94% and Above but below 95%	90%	93%
93% and Above but below 94%	85%	90%
92% and Above but below 93%	80%	85%
91% and Above but below 92%	75%	80%
90% and Above but below 91%	70%	75%
90% and below	50%	50%
80% and below	0	0

Section IV: BID GUIDELINES

27. Clarification to RFP & Pre-bid Queries:

- 27.1. Bidder requiring any clarification of the RFP may notify the Bank through email within the date/time mentioned in this RFP document.
- 27.2. A pre-bid meeting will be held on the date and time specified in this RFP which may

be attended by the authorized representatives of the Bidders interested to respond to this RFP.

- 27.3. The queries received (without identifying source of query) and response of the Bank thereof will be posted at the GeM portal only.
- 27.4. The 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 RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum through GeM Portal. The interested parties/Bidders are advised to check the GeM Portal regularly till the date of submission of Bid specified in this RFP 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. The Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account.
- 27.5. No request for change in commercial/legal terms and conditions, other than what has been mentioned in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- 27.6. Queries received after the scheduled date and time will not be responded/acted upon.

28. Pre-bid Meeting:

- 28.1. A pre-bid meeting with the Bidders will be held on the date & time and venue as specified in this RFP to clarify any doubts raised by them with regard to the RFP.
- 28.2. If the pre-bid meeting date is declared as a holiday under the Negotiable Instruments Act by the Central/State Government subsequent to issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested Bidders shall be present during the meeting on the scheduled date & time. In this connection, Bank will allow maximum of Two (2) representatives from each Bidder to participate in the pre-bid meeting.
- 28.3. Bank has the discretion to consider any other queries raised by the Bidder's Representative during the pre-bid meeting.
- 28.4. Bank will have the liberty to invite its technical consultant or any outside agency wherever necessary.
- 28.5. Bank will consolidate all the queries and the replies and the same shall be made available in the GeM portal(<https://bidplus.gem.gov.in/bidlists>) /Bank Website and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the Bidders and any

clarification/addendum/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the Bidders.

29. Amendment to RFP:

- 29.1. At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective Bidder, may modify the RFP, by amendment.
- 29.2. Notification of amendments will be made available on the GeM/Bank's website and will be binding on all Bidders and no separate communication will be issued in this regard.
- 29.3. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline, for such reasonable period as decided by the Bank, for submission of Bids.

30. Restriction on Procurement due to National Security:

- 30.1. Government of India order F. No. 7/86/2020/BOA-I dated 07.08.2020 on 'restrictions on procurements from Bidders from a country or countries, on grounds of defence in India, or matters directly or indirectly, related thereto, including national security' is applicable for this RFP.
- 30.2. Any Bidder from a country which shares a land border with India will be eligible to bid in this RFP only if the Bidder is registered with the Competent Authority.
- 30.3. "Bidder from a country which shares a land border with India" for the purpose of this 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
- 30.4. **The beneficial owner for the purpose of (30.3) above will be as under:**
 - (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises

control through other means.

Explanation

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

30.5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

30.6. 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.

31. Preference to Make in India:

31.1. 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/service provider 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. P45021/2/2017-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. P45021/2/2017-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-FSCPart (5) dated 16.11.2021 as mentioned in the Manual of procurement issued on 01.07. 2022.

- a. The contract for the entire quantity (100%) shall be awarded to the L1 Bidder. There shall be no splitting of the order or purchase preference. In the event the L1 Bidder fails to meet the technical requirements or refuses the contract, the Bank/Organization reserves the right to cancel the tender or proceed as per the standard procurement guidelines. No other bidder (L2, L3, etc.) will be invited to match the L1 price for a portion of the order.

31.2. Definitions

- a. "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.
- b. "Class-I local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.
- c. "Class-II local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%.
- d. "Non-Local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class II local supplier' under the Public Procurement (Preference to Make in India), Order 20175;
- e. "L1" means the lowest tender or lowest bid or the lowest quotation received in a tender as adjudged in the evaluation process as per the RFP.
- f. "Margin of purchase preference" means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

31.3. Verification of local content

- a. The 'Class-I local supplier/ 'Class-II local supplier' at the time of bidding shall be required to indicate percentage of local content and provide a certificate from the statutory auditor or cost auditor of the company giving the percentage of local content as per Annexure-Q. They shall also give details of the

location(s) at which the local value addition is made.

- b. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a Bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

32. Technical Offer/Technical Bid (TO/TB):

- 32.1. The Technical offer/Technical Bid (TO/TB) should be complete in all respects and contain all information asked for in this document.
- 32.2. It is mandatory to submit the technical details only in the prescribed formats duly filled in, along with the offer. The Bank, at its discretion, may not evaluate a TO/TB in case of non-submission or partial submission of technical details. Bank may ask the bidder to furnish any support documents, if required.
- 32.3. The TO/TB must be submitted in an organized and structured manner. No brochures/leaflets etc. should be submitted in loose form.
- 32.4. The proposal/ bid being submitted would be binding on the Bidder. As such, it is necessary that authorized personnel of the firm or organization sign the bid documents. The designated personnel should be authorized by a senior official of the organization having authority:
 - 32.4.1. All pages of the bid shall be initialed by the person or persons signing the bid.
 - 32.4.2. Bid form shall be signed in full & official seal affixed.
 - 32.4.3. Any inter-lineation, erasure or overwriting shall be valid only if they are initialed by the person or persons signing the Bid.
 - 32.4.4. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a bid commitment. The letter should also indicate the complete name and designation of the designated personnel. Bid Commitment may be included with Power of Attorney or Letter of Authorization and should be submitted in a general format.
- 32.5. Deviations in technical specifications may be clearly indicated. In case, current models of the Bidder do not meet all the specifications sought by the Bank, bidder should confirm that they will provide the specifications required by Bank in the model offered.
- 32.6. The TO/TB should comprise of following:
 1. Letter of Acceptance on the prescribed format (Annexure-A).
 2. Bidder profile format (Annexure-B)
 3. Confirmation with the eligibility criteria (Annexure-C)
 4. Indicative Commercial Bid (Annexure D)

5. Compliance to RFP Terms & Conditions (Annexure-E)
6. Reference Site details (Annexure-F)
7. Confirmation of certificate required for cash loading (Annexure -G)
8. Compliance Certificate (Annexure-H)
9. Certificate from Bank (Annexure-I)
10. Bank Guarantee format for EMD(Annexure-J)
11. Bid Query Format((Annexure-K)
12. Details of Office/Branch/Service Centres (Annexure-L)
13. Management Centre details of Bidder (Annexure-M)
14. Details of Management Centres currently undertaken by the bidder (Annexure-N)
15. Pre-Contract Integrity Pact (Annexure-O)
16. Bid Security Declaration (Annexure P)
17. Certificate of Local Content (Annexure Q)
18. Confidentiality / Non-Disclosure Agreement (Annexure-R)
19. Restriction on Procurement due to National Security (Annexure-S)
20. Information Security Certificate (Annexure-T)
21. Declaration for compliance (Annexure-U)
22. Know Your Employee (KYE) (Annexure -V)
23. Certificate For confirmation of MSME (Annexure -W)
24. Details of Solution used for Management Centre (Annexure-Y)
25. Undertaking for having Support Centres (Annexure-Z)
26. Undertaking by the Bidder for Non-Blacklisting (Annexure-AA)
27. Application integrity undertaking (Annexure-AB)
28. Bidder's financial and operation IT/IS/CS risk assessment and compliance
RBI Master Direction on IT outsourcing & outsourcing of financial services
(Annexure- AC)
29. 24x7 Remote Management Centre (Annexure-AD)
30. Declaration/Undertaking from Bidder (Annexure-AE)
31. Certificate for Tenders for Works under Rule 144 (xi) in the General Financial
Rules (GFRs), 2017(Annexure-AF)
32. Declaration/Undertaking from bidder for outsourced activities (Annexure AG)
33. Standard terms and conditions for outsourcing (Annexure AI)
34. Undertaking for MHA Guidelines Compliance (Annexure AK)
35. STATEMENT OF COMPLIANCE – SERVICES OFFERED BY BIDDERS(Annexure AK)

32.7. The Bid should be signed by the authorized signatory of the bidder. A power of attorney to that effect shall be submitted by the bidders and should be uploaded online on portal along with technical bid. It also should indicate the complete name and designation of the designated personnel.

32.8. Photocopies of relevant documents / certificates as proof in support of various information submitted in aforesaid annexure and other claims made by the bidder.

32.9. All the annexures should be submitted in letter head of bidder duly signed with seal of the company/bidder organisation. Photocopies of relevant documents/ certificates as proof in support of various information should be submitted in aforesaid

annexures and other claims made by the Vendor.

- 32.10. Signed & Sealed copy of all the pages of RFP and corrigendum if any, to be submitted along with the technical bid.
- 32.11. The bidder should ensure that all the annexures should be submitted as prescribed by the Bank. In case it is not in the prescribed format, it is liable to be rejected.
- 32.12. The bidder should agree and conform to the terms & conditions specified in this RFP. The bidder is advised not to specify or mention any other terms and conditions, as the Bank may take such conditions as deviations/non-conformity with the RFP terms.
- 32.13. The bidder should provide proof that it has successfully installed the ATMs claimed. The Bidder is required to furnish a letter from the respective Banks, where machines are already supplied. Bank is entitled to make its own independent enquiry to verify the claims of the Bidders.

33. Bid System Offer:

This RFP contains the following two parts:

- 33.1. **Part-A Technical Proposal/Technical Bid/Technical Offer:** The participating Bidder is required to submit Part-A in conformity to Technical proposal/Technical Bid/Technical Offer in the GeM portal as per point no 32.6 of this RFP.
- 33.2. **Part-B Commercial Bid/Commercial Bid (Indicative):** The Bidders who are qualified in Part-A are required to submit indicative commercial Bid in GeM portal as per Annexure- D of this RFP.

34. Bid Preparation and Submission:

- 34.1. E-Tendering through GeM: This RFP 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 RFP selection process. Bidders will have to abide by terms and conditions of GeM portal for participating in the bidding process.
- 34.2. No consideration will be given to e-bids received after the date and time stipulated and no extension of time will normally be permitted for submission of e-Bids. Bank reserves the right to accept in part or in full or extend or reject the entire e-bid and cancel the entire RFP without assigning any reason thereof at any stage.
- 34.3. The decision of the Bank regarding this RFP shall be final and binding on all the Bidders. All disputes or differences in connection with this RFP shall be subject to the jurisdiction of the courts at Delhi only.
- 34.4. Bidders may please note:
 - 34.4.1. The Bidder should quote for the entire package on a single responsibility basis

for hardware / software / services, Software Solution/ services it proposes to supply.

- 34.4.2. While submitting the Technical Bid, literature on the hardware and its associated operating software, Software Solution/ service should be uploaded.
- 34.4.3. Care should be taken that the Technical Bid shall not contain any price information. Such proposal/bid, if received, is liable for rejection.
- 34.5. The Bid document shall be complete in accordance with various clauses of this RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be uploaded.
- 34.6. Prices quoted by the Bidder shall remain fixed for the period during the terms of contract and for the extended term of such contract 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.
- 34.7. If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. 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.
- 34.8. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- 34.9. The Bidder must provide specific and factual replies to the points raised in this RFP.
- 34.10. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the offer made in the bid and to be uploaded in the portal.
- 34.11. All the enclosures in the Bid submission shall be serially numbered with rubber stamp of the participating Bidder's Company/ organisation. The person or persons signing the Bids shall initial all pages of the Bid, except for un-amended printed literature and to be uploaded in the portal.
- 34.12. Any inter-lineation, erasures or overwriting shall be valid only if these are initialed by the person signing the Bids.
- 34.13. Bank reserves the right to reject Bids not conforming to the above guidelines.
- 34.14. All the envelopes shall be addressed to the Bank and uploaded online and should have name and address of the Bidder.
- 34.15. All submissions/bids will become the property of Bank. Bidders shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of

their submission/bids for the purpose of evaluation, to disclose the contents of the submission/bids to other Bidders who have registered a submission/bid and to disclose and/or use the contents of the submission/bids as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission/bids or Banking documents.

35. Bid Security/Earnest Money Deposit (EMD):

- 35.1. The Bidder should deposit bid security of Rs. **3,12,00,000** (Three Crore Twelve Lakh only) in the form of a demand draft favouring Punjab & Sind Bank, payable at Gurgram(Head office), or Bank Guarantee/Surety Bond issued from a Scheduled Commercial Bank other than Punjab & Sind Bank. Bank Guarantee/Surety Bond should be valid for minimum of 6 months from the Last Date of submission of bids, as specified in this RFP, with claim period of 45 days. IFSC Code for issuance of EMD is **PSIB0021509**.
- 35.2. In case of Bidders registered with NSIC/Udyog Aadhaar as MSME, they are eligible for waiver of EMD. However, SME Bidders need to provide valid NSIC/MSME Certificate clearly mentioning that they are registered with NSIC under single point registration scheme or Udyog Aadhaar. In addition, SME Bidders have to submit **Annexure-W** in physical form (Hard copy) duly signed by Chartered Accountant before last date and time of submission of bid at Bank address mentioned in RFP.
- 35.3. No interest will be payable on the Bid Security amount.
- 35.4. Unsuccessful Bidders' Bid security will be returned after completion of tender process. Unsuccessful Bidders should submit the Letter for Refund of EMD/Bid Security on company letter head (**Annexure AH**) for returning of the bid security amount. The EMD/Bid Security will be handed over/refunded to Bidder within 15 days after receiving of the letter from unsuccessful Bidders.
- 35.5. Bid securities of unsuccessful bidders during first stage i.e. technical evaluation etc shall be returned within 30 days of declaration of result of first stage i.e. technical evaluation.
- 35.6. Bid Security/EMD or an amount equivalent to EMD will be recovered/ forfeited in the following cases:
 - 35.6.1. If a Bidder withdraws its bid during the period of bid validity;
 - 35.6.2. If a Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of Contract.
 - 35.6.3. if the Successful bidder fails to provide confirmation on the price quoted during reverse auction.
 - 35.6.4. In case the shortlisted Bidder does not participate in the reverse auction at least by way of logging in.
 - 35.6.5. In case of a successful Bidder, if the Bidder

fails:

- (a) To execute Contract within the stipulated time or
- (b) To furnish Performance Bank Guarantee as mentioned in the relevant clause herein.

- 35.7. The successful Bidder's Bid security will be discharged upon the Bidder signing the Contract/Agreement and against submission of performance Bank guarantee (issued from Scheduled Commercial Bank other than Punjab & Sind Bank) with a claim period of 1 year, as per the format mentioned in **Annexure X**, for 5% of TCO, valid for the entire contract period.
- 35.8. Bidder who is claiming EMD exemption should also submit an undertaking in lieu of Bid security deposit. Bidder should submit bid security declaration as per Annexure-P.
- 35.9. Failure of the successful Bidder to comply will result in annulment of the selection of the said successful Bidder.

36. Performance Bank Guarantee:

- 36.1. The successful Bidder shall provide a Performance Bank Guarantee for 5% of Total Cost of Ownership (TCO) within 30 days from the date of receipt of the purchase order/award of contract, or signing of the contract whichever is earlier, in the format as provided in Annexure X, for the entire period of the contract i.e. 5 years, with a claim period of 1 year and such other extended period as the Bank may decide for due performance of the project obligations.
- 36.2. In the event of non - performance of obligation or failure to meet terms of this RFP the Bank shall be entitled to invoke the performance guarantee without giving notice or right of demur to the successful bidders. Any amount pending for payment due to non- achieving of milestone/s set under the agreement or any other reason solely attributable to the successful bidders would be included in the remaining amount of the contract value.
- 36.3. The PBG should be issued by a scheduled commercial Bank, other than Punjab & Sind Bank. In the event of non-performance of obligations or failure to meet terms of this RFP or the contract, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the successful Bidder. The Bank reserves the right to recover any dues payable by the successful Bidder from any amount outstanding to the credit of the successful Bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this RFP or the contract.
- 36.4. If the Performance Bank Guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order/terminate the contract and the earnest money deposit taken from the successful Bidder, will be forfeited.
- 36.5. The guarantee should include a clause allowing for its extension if the project timeline is extended or for extension of the contract.

- 36.6. The guarantee may be forfeited or claimed in part or in full under the following conditions:
- 36.6.1. Non-compliance with any critical deliverables or milestones as per the agreed schedule, by the Vendor.
 - 36.6.2. Failure to meet specified quality or performance standards by the Vendor after being given a reasonable opportunity to rectify deficiencies.
 - 36.6.3. Breach of key contractual obligations by the Vendor which materially affects the delivery or implementation of the project.
 - 36.6.4. Vendor's insolvency, liquidation, or Bankruptcy resulting in an inability to complete the contract.
- 36.7. The guarantee would be returned or released to the Vendor on an application by the Vendor requesting for the same, within 30 days following the expiration of the guarantee and claim period, provided all contractual obligations have been satisfactorily fulfilled, and no claims are pending.

37. Hardware/Software Version:

- 37.1. The successful bidder must ensure the usage of the latest licensed software, including all necessary subcomponents and current patches, as specified in the technical and functional requirements. Offers may be excluded from evaluation or liable for rejection if software version details are missing or incomplete; providing only the software name is insufficient. Furthermore, bidders shall not propose any software that will reach its end-of-life or end-of-support status during the contract period, ensuring all items remain fully supported throughout the engagement.

38. Documentation:

- 38.1. Technical information in the form of Brochures / Manuals / CD etc. of the most current and updated version available in English must be submitted in support of the Technical Offer made without any additional charges to the Bank. The Bank is at liberty to reproduce all the documents and printed materials furnished by the Bidder in relation to the GeM Bid for its own use.

39. Cost & Currency:

- 39.1. The offer must be in Indian Rupees only as per the indicative commercial Bid (Annexure- D).

40. Erasures or Alterations:

- 40.1. The bids containing erasures or alterations, or overwriting may not be considered for evaluation. There should be no handwritten material, corrections or alterations in the bid. Bidder to ensure that all the details are completely filled in. Terms such as "Ok/Noted/Given in brochure/" should be avoided while filling the technical details. Bank may treat such bids as not adhering to the RFP guidelines and as

unacceptable.

41. Assumption, Presumptions, Modifications

- 41.1. Bidders must explicitly list any assumptions or presumptions made during the preparation of their bids. These must be clearly outlined in a dedicated section of the bid submission.
- 41.2. All assumptions and presumptions are subject to review and approval by the Bank. The Bank reserves the right to request clarification or reject assumptions that are not deemed reasonable or that could significantly impact the fulfilment of the project requirements.
- 41.3. Bidders are encouraged to consult the RFP document thoroughly and seek clarification from the Bank during the pre-bid meeting or via official communication channels to minimize the need for assumptions.
- 41.4. Once submitted, bid documents are considered final. Bidders are not permitted to make any changes, modifications, or alterations to their bids unless explicitly requested by the Bank.
- 41.5. If the Bank identifies issues or requires additional information that may necessitate changes to a bid, the Bank will issue a formal request to the relevant Bidder(s). Such requests will specify the nature of the information or changes required and provide a deadline for resubmission.
- 41.6. Unauthorized modifications made to bids post-submission may result in the disqualification of the bid.
- 41.7. Bidders must ensure that their bids are complete and accurate before submission. Incomplete or inaccurate bids may be rejected.
- 41.8. It is the responsibility of each Bidder to ensure that their bid complies with all terms, conditions, and requirements set forth in the RFP. The Bank is not responsible for any omissions or errors made by Bidders in their bid submissions.
- 41.9. The Bank reserves the right to amend the RFP prior to the bid submission deadline. Any such amendments will be communicated by Bank Website and GeM Portal to all prospective Bidders and, depending on the nature of the amendments, may result in an extension of the bidding period.

42. Technical Evaluation

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

- 42.1. Completeness of bid as per RFP requirement.
- 42.2. Compliance of Eligibility Criteria of the RFP as per Annexure-3- **Eligibility Criteria**.
- 42.3. Compliance of Technical Proposal submitted by Bidder as per Annexure-23 (Details of Solutions provided by the Bidder.).
- 42.4. 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 38** etc. All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA.

- 42.5. Adherence to Support set up requirements, Acceptance of Scope of work / service as per RFP.
- 42.6. Bank may, if it deems necessary, ask for presentations of the bidder or site visits of their facilities to assess and satisfy itself on Manufacturing / Supply chain and Support capabilities of the bidders.
- 42.7. Bank may give some time to furnish the gap documents or supporting documents and clarifications on the documents submitted during the technical bid.
- 42.8. 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.
- 42.9. 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.
- 42.10. 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.
- 42.11. 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.

43. No Commitment to Accept Lowest or Any Bid

- 43.1. The Bank shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers without assigning any reason whatsoever.
- 43.2. Bank will not be obliged to meet and have discussion with any bidder regarding eligibility/technical/commercial offer. Bank's decision will be final binding on all Bidders.

44. Guideline on Procurement for Micro and Small Enterprises:

- 44.1. From time to time, the Government of India (Procuring Entity) lays down procurement policies to help inclusive national economic growth by providing long-term support to micro, small and medium enterprises and disadvantaged sections of society. The Procurement Policy for Micro and Small Enterprises, 2012 [amended 2018 and 2021] has been notified by the Government in exercise of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006. Details of the policy along with the amendments issued in 2018 and 2021 are available on the MSME website.
 - i) Micro and Small Enterprises (MSES) registered under Udyam Registration are eligible to avail the benefits under the policy.
 - ii) The Policy is applicable to all the Central Government Ministries/ Departments/ CPSUs:
 - a) To reduce transaction cost of doing business, MSES will be facilitated by providing

them tender documents free of cost, exempting MSEs from payment of earnest money deposit, adopting e-procurement to bring transparency in tendering process. However, exemption from paying Performance Bank Guarantee is not covered under the policy. MSES may also be given relaxation in prior turnover and prior experience criteria during the tender process, subject to meeting of quality and technical specifications. However, there may be circumstances (like procurement of items related to public safety, health, critical security operations and equipment, etc.) where procuring entity may prefer the Vendor to have prior experience rather than giving orders to new entities?

b) Chapter V of the MSMED Act, 2006 also has provision for ensuring timely payments to the MSE suppliers. The period agreed upon for payment must not exceed forty-five days after the supplies. For delays in payment the buyer shall be liable to pay compound interest to the supplier on the delayed amount at three times of the Bank rate notified by the Reserve Bank. For arbitration and conciliation regarding recovery of such payments and interests, Micro and Small Enterprises Facilitation Council has been setup in states.

c) In RFP, participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25 (twenty five) per cent of total tendered value. The 25 (twenty-five) per cent quantity is to be distributed proportionately among these Bidders, in case there are more than one MSES within such price band.

d) Within this 25% (Twenty Five Percent) quantity, a purchase preference of four (4) per cent is reserved for MSES owned by Scheduled Caste (SC) Scheduled Tribe (ST) entrepreneurs and three (3) percent is reserved for MSES owned by women entrepreneur (if they participate in the tender process and match the L1 price). However, in event of failure of such MSES to participate in tender process or meet tender requirements and L1 price, four percent sub-target for procurement earmarked for MSES owned by SC/ST entrepreneurs and three (3) percent earmarked to women entrepreneur will be met from other MSES. MSES would be treated as owned by SC/ST entrepreneurs:

- i) In case of proprietary MSE, proprietor(s) shall be SC/ST;
- ii) In case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty-one percent) shares in the unit;
- iii) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ST promoters.

e) If subcontract is given to MSES, it will be considered as procurement from MSES.

f) In case of tender item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total tendered value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSES.

45. Right to Alter Quantities:

- 45.1. The Bank will be free to either reduce or increase the quantity to be purchased under this RFP on the same terms and conditions.

46. Delays in The Vendor's Performance:

46.1. Performance of the Services shall be made by the Vendor in accordance with the time schedule specified by Bank. Any delay in performing the obligation by the Vendor will result in imposition of liquidated damages and/or termination of rate contract for default. Above clause will be exempted in case of force Majeure event, at the discretion of the Bank.

47. Patents Rights:

The bidder shall indemnify the Bank against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, items, products, hardware, storage, machinery, instruments, or any part thereof, in India or abroad.

47.1. The bidder shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Rights, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.

47.2. The bidder shall expeditiously extinguish any such claims and shall have full rights to defend itself and the Bank therefrom. If the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be fully responsible for the same, including all expenses, court, and legal fees.

47.3. 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.

47.4. The bidder shall grant to the Bank a fully paid-up, irrevocable, non- exclusive license throughout the territory of India or abroad to access, and use services (and other software items) provided by the Vendor, including-all inventions, designs and marks embodied therein in perpetuity.

47.5. The Vendor claims and represents that it has obtained appropriate rights to provide the deliverables and services based upon the terms and conditions contained in this RFP.

47.6. The Vendor shall be responsible at its own cost for obtaining all necessary authorizations and consents from third party licensors of Software or hardware used by Vendor in performing its obligations under this RFP.

47.7. If a third party's claim endangers or disrupts the Bank's use of the deliverables or services, the Vendor shall at no further expense, charge, fee, or cost to the Bank, obtain a license so that the Bank may continue use of the deliverables in accordance with the terms of this RFP.

47.8. Vendor shall indemnify and keep fully and effectively indemnified the Bank from all legal actions, claims, or damages from third parties arising out of use of software, hardware, designs or processes used by Vendor or its subcontractors or in respect

of any other services rendered or items delivered under this RFP.

48. Price Freezing:

- 48.1. The price finalised through the bidding and selection process under this RFP shall remain valid for the entire contract period, along with the extended period if any, from the date of acceptance of purchase order/letter of Intent/award of contract for ATMs by the successful bidder.
- 48.2. No upward revision in the price would be considered on account of subsequent increases in foreign exchange or for any other reason.
- 48.3. However, if there is any reduction on account of government levies/taxes, during the offer validity period/contract period, the same shall be passed on to the Bank.

49. Terms of Execution of work: -

- 49.1. The Vendor /bidder is required to provide a dedicated Account Manager for coordination with Bank for resolving problems through ATM Management Centre. The Management Centre should work on 24 x 7 x 365 basis.
- 49.2. The Vendor /bidder is required to establish and maintain the connectivity between the Management centre and Bank's Switch at Primary site as well as DR site, at no extra cost to the Bank. The connectivity to DR site may be established within 4 weeks of implementation of primary site.
- 49.3. The Vendor /bidder is required to procure Routers, networking equipment and lease line necessary for establishing connectivity between Bank's Switch at the Primary site as well DR site & Management Centre. The cost of establishing and maintaining connectivity (including the recurring charges) are to be borne by Managed Services Vendor.

The Vendor /bidder is required to submit a detailed project plan within 10 days acceptable to Bank after receiving the order for ATM managed and Cash Replenishment services bringing out the schedule of activities and expected dates of their completion.

50. Service Level Agreement:

Contract Documents shall be construed harmoniously and in the event of difference of opinion/contradiction between parties as to the meaning and scope of the terms & conditions and in the event of any ambiguity /interpretation in the terms and condition, reference to the Contract Documents shall be referred in the following order:

1. Bid Document (This Document)
2. GeM General Terms and Condition
3. Bid document submitted by bidder

- 50.1. Once the Bank notifies the successful Bidder(s) that its Bid has been accepted, the

Bidder(s) shall enter into a Service Level Agreement (SLA) with the Bank, containing all the Terms and Conditions of this RFP, including confidentiality, non-disclosure and penalty clauses, and any other clause relevant to the services offered.

- 50.2. The contract period will be for a period of 5 years (another 2 years if extended at the sole discretion of the Bank) from the date of execution of contract after duly signed signoff from Bank.
- 50.3. Bank may recover any amount of penalty from any payment being released to the Bidder, irrespective of the fact whether such payment is relating to the contract under this RFP or otherwise.
- 50.4. Wherever applicable as stated above while effecting any payment, deduction towards penalty payment will be made. Hence the Bidder should raise the invoice deducting the penalty amount.
- 50.5. The penalty is capped at maximum 10 % of Total Cost of Ownership (TCO) beyond which Bank may invoke Termination of Contract, as per Bank's discretion and penalty will be deducted on monthly invoice amount.
- 50.6. Notwithstanding anything contained above, no such penalty will be chargeable on the Bidder for the inability occasioned, if such inability is due to reasons entirely attributable to the Bank. Downtime during scheduled maintenance activities will also be excluded for calculation of penalty.
- 50.7. Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the Vendor or invocation of performance Bank guarantee submitted by the successful bidder.
- 50.8. RBI/Regulatory authority may inspect facilities of successful Bidder during the contract period.
- 50.9. Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the Vendor.
- 50.10. Downtime shall mean the interval between the time of failure and the completion of repair. However, this shall exclude.
 - 50.10.1. Time lost due to cash replenishment
 - 50.10.2. Time lost for carrying out preventive maintenance activities once a quarter
 - 50.10.3. Abnormal delays for service personnel to reach the site on account of force majeure,
 - 50.10.4. Natural disasters, any governmental act, fire, bandhs, explosion, accident, civil commotion or anything beyond the control of Bidder.
 - 50.10.5. Penalty shall be calculated for each ATM at the end of each month.
 - 50.10.6. Bidder has to ensure proper cash loading as per cash indent. If any diversion of

cash happens without proper justification, Rs 10,000/- per ATM per Instance will be levied.

50.10.7. Bidder shall also be responsible for any penalty payable to the customer as per RBI guidelines in case of delay in resolving customer complaints caused because of lack of evidence or support from Bidder, subject to maximum of claim amount plus any penalties levied by authorities.

50.10.8. Bidder has to provide EJ & DVSS footage in case of requirement by the Bank/Government authorities/policy authorizes/Court or any other agency within 1 day. If Bidder fails to provide the EJ & DVSS footage for any reason, Bidder will be solely responsible to the Bank/Government authorities/policy authorises/Court or any other agency. Any financial loss incurred by the Bank, on account of failure of the Bidder to provide the EJ & DVSS footage, will be recovered from the Vendor.

51. Liquidated Damages:

51.1. If Service Provider fails to deliver and perform any or all the Services within the stipulated time, After 6 weeks from the ATM site approve by the Bank, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Total Cost ownership, as liquidated damages a sum equivalent to 0.5% of Total Cost of ownership for delay of each week or part thereof up to a maximum of 10% of Total Cost ownership. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

51.2. ATM is an important touch point to serve customers and the uptime of this channel to the customers is of prime importance.

51.3. The liquidated damages shall be deducted/recovered by the Bank from any money due or becoming due to the Service Provider under the RFP/Contract during the contract period or any extended period for the works assigned/awarded to the Service Provider, or may be recovered by invoking of Bank Guarantees/Performance Bank Guarantees or otherwise from Service Provider or from any other amount payable to the Service Provider in respect of other orders. Levying Liquidated damages is without prejudice to the Bank's right to levy any other penalty where provided for under the contract/RFP or purchase order(s).

Any such recovery or liquidated damages shall not in any way relieve the Successful bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/RFP.

52. Payment Terms

The Bidder must accept the payment terms proposed by the Bank as proposed in this Section. Service Provider shall be paid fees and charges in the manner detailed hereunder:

- 52.1. No advance payments will be made. Payments for Managed Services will be made on Monthly basis in arrears after Deduction of applicable taxes at Source. The monthly Bill should be accompanied by the ATM uptime and cash reconciliation Reports for verification by the Bank authorities. The payment will be released within 45 days by Bank after verification of reports.
- 52.2. Payment for the Managed Services will be made by Bank monthly on arrears basis i.e., on completion of each month and production of invoice for the service along with the monthly monitoring report for the number of ATMs monitored during the month. Payment will be released monthly by Zonal Office after receiving and verifying the invoices and reports. The Bank reserves its right to deduct the penalty/ cash shortage/ levy from any of the payment to the Vendor.
- 52.3. All payments shall be made in Indian Rupees. Housekeeping report and Site Maintenance report need to be submitted to respective Zonal Offices and Vendor need to take acknowledgment from ZOs for receiving the Housekeeping report, Site Maintenance report and forward the acknowledgment with soft copy of consolidated report in .xls, .csv etc. format to Head Office & respective Zonal Offices.
- 52.4. If any penalty is imposed for non-payment of taxes by Vendor, sub-Vendor, the same shall be borne by the Managed services Vendor.
- 52.5. The payment of charges will depend on the uptime maintained and reason for down time, which will be worked out ATM-wise.
- 52.6. Bank may recover such amount of liquidated damages from any payment being released to the Vendor, irrespective of the fact whether such payment is relating to this contract or any other contract (if any).
- 52.7. Bidder has to submit the managed service performance and satisfactory report from each Zonal office on monthly basis. The format will be shared with the bidders. The MIS of ATM uptime will be prepared by ZO with coordination of the executive sitting at each Zonal office on daily basis.
- 52.8. The Bank may withhold payment of any charges that it disputes in good faith, for deficiency in service or otherwise, and may set-off penalty amount and any other amount which Service provider owes the Bank against charges payable to Service provider under this RFP.
- 52.9. In the event Bank intends to withhold such payments of any charges by the Bank, Bank shall notify the Service Provider, immediately, within 30 days of receipt of the invoice indicating the reason for such withholding and detailing the deficiency in services. Upon receipt of such intimation, the Service Provider shall either rectify such deficiency or provide adequate reasons for such deficiency or accept such deficiency. If the deficiency is rectified, or if the Bank is satisfied with the response of the Service Provider, then the Bank shall not withhold any payments. Vendor will not dispute the charges deducted.

- 52.10. The Service Provider shall be paid fees for each of the services per month as per the empanelment rate contract issued under this RFP. The Bank may discontinue / require the Service Provider to discontinue with any of the services as mentioned in Annexure-D whether temporarily or for the remaining period of the agreement, and in such case the Service Provider shall not be entitled to the fees payable for such service as finalised in the bidding process hereof for the period of discontinuance and that the fees/compensation payable to the Service Provider during the said period shall be reduced by the fees/compensation payable as per the rate contract for the said service that is discontinued. Provided, however, the Bank shall serve upon the Service Provider a notice of 30 (thirty) days before discontinuance of any of the services mentioned in **Annexure D**.
- 52.11. TDS on payments will be deducted as applicable. No advance payment against purchase Order.
- 52.12. Invoice shall be raised only when payment has to be made and invoice will be revised if invoice is not paid in six months.
- 52.13. Bidder has to show the bifurcation/details of GST (CGST/SGST/IGST) in every Invoice.

53. Order Cancellation:

- 53.1. If the Vendor fails to deliver and/or install the equipment within the stipulated time schedule or the extended date communicated by the Bank, it shall be deemed to be a breach of contract.
- 53.2. In such an event the Bank reserves its right to cancel the purchase order/award of contract in the event of delay in delivery / installation / commissioning of equipment by giving a notice of 30 days and charge liquidated damages for the delay as well.
- 53.3. In addition to the cancellation of purchase order, the bidder is liable to be suspended from participation in any future tenders of the Bank for 2 years.

54. Dispute Resolution:

- 54.1. The Bank and the Bidder/s shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, the Bank and the bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.
- 54.2. All such questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by the Bank and the other to be nominated by the Bidder. In the case of the said Arbitrators not agreeing, the matter will be referred to a presiding arbitrator to be appointed by such Arbitrators in writing, before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the

presiding arbitrator appointed by them, shall be final and binding on the parties. The Arbitration and Reconciliation Act,1996 and any amendment and revisions, if any, thereof, shall apply to the arbitration proceedings and the venue of the arbitration shall be in New Delhi.

55. Force :

- 55.1. For the purpose of this clause, “Force Majeure” shall mean an event beyond the control of the Bank or the Vendor, due to or as a result of or caused by acts of God, wars, insurrections, riots, earthquake and fire, blockade caused by war, revolutions, civil commotion, mobilizations, strikes, plague or other epidemics, fire, flood, obstructions of navigation by ice of port of dispatch, acts of Govt. or public enemy or any other event beyond the control of either party which directly, materially and adversely affect the performance of any contractual obligation and events not foreseeable, but does not include any fault or negligence or carelessness on the part of the Bank or the Vendor, resulting in such a situation.
- 55.2. The Vendor or the Bank is not responsible for delays or non-performance of any contractual obligations arising out of such Force Majeure events.
- 55.3. If a force majeure situation arises, the Vendor shall notify the Bank in writing of such conditions and the change thereof immediately within five calendar days. Unless otherwise directed by the Bank, in writing, the Vendor shall continue to perform its obligations under the contract and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 55.4. In case the force majeure event is recognised and accepted by the Bank, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of one month, the Bank and the Service Provider shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Service Provider

56. Termination for Default:

- 56.1. The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate the Contract in whole or in part, if the Bidder fails to perform any obligation(s) under the Contract.
- 56.2. In the event of the Bank terminating the Contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the Bidder shall be liable to the Bank for any excess costs for such similar services.
- 56.3. In case of termination, bidder needs to handover ATMs/ CRMs etc. Hood keys, Cassettes keys or any other keys with Original keys to Branch Custodian or takeover custodian of ATM/CRM. Bidder need to also reset the OTC lock password in default mode before handover to Branch Custodian or takeover custodian of ATM/CRM.

- 56.4. In the event of failure to handover the relevant keys, cost of lock replacement with new keys and expense of such activity will be deducted from bidder's pending payments & if required, Bank may invoke the Bank Guarantee.
- 56.5. The Bank will be entitled to terminate this Contract, without any cost to the Bank and recover expenditure incurred by Bank, on the happening of any one or more of the following;
- 56.5.1. The successful Bidder commits a breach of any of the terms and conditions of the contract/purchase order/award of contract/this RFP.
 - 56.5.2. The progress regarding the execution of the order accepted by the successful Bidder is found to be unsatisfactory or there is delay in execution of the contract. The Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same to the successful bidder. In this event, the selected Bidder is bound to make good the additional expenditure, which Bank may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract/purchase order is cancelled.
 - 56.5.3. Non-satisfactory performance of the successful Bidder during implementation and operation.
 - 56.5.4. An act of omission by the successful Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided under this RFP or the contract.
 - 56.5.5. Failure to integrate/implement the Project as per the requirements of the Bank as stated in this RFP.
 - 56.5.6. Material discrepancies in the Deliverables and Services noted in the implementation of the Project. Bank reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the successful Bidder.
 - 56.5.7. For the abovementioned conditions, the Bank shall serve a cure-cum-termination notice to the Bidder at least 30 days prior, of its intention to terminate services. If the performance is not cured to the satisfaction of Bank within 30 days or within such time as may be provided in the said notice, termination will be effected.
 - 56.5.8. Other conditions of termination:
 - 56.5.9. Successful Bidder is found to be indulging in frauds.
 - 56.5.10. The Bank suffers a reputation loss on account of any activity of successful Bidder or any penalty is levied on the Bank by any regulatory/statutory authority due to such activity of the Vendor.
 - 56.5.11. In the event of subcontract or assignment by the Vendor contrary to the terms

of agreement or this RFP.

56.5.12. In the event of blacklisting by any other Financial Institution.

56.5.13. The Successful Bidder goes into liquidation voluntarily or otherwise.

56.5.14. If the successful Bidder becomes Bankrupt or otherwise insolvent. In this event termination will be without compensation to the successful Bidder, provided that such

56.5.15. termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to the Bank.

56.5.16. An attachment is levied or continues to be levied for a period of 7days upon effects of the Agreement.

57. Termination for Insolvency:

57.1. 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.

57.2. In case of termination, bidder needs to handover ATMs/ CRMs etc. Hood keys, Cassettes keys or any other keys with Original keys to Branch Custodian or takeover custodian of ATM/CRM. Bidder need to also reset the OTC lock password in default mode before handover to Branch Custodian or takeover custodian of ATM/CRM.

57.3. In the event of failure to handover the relevant keys, cost of lock replacement with new keys and expense of such activity will be deducted from bidder's pending payments & if required, Bank may invoke the Bank Guarantee.

58. Confidentiality:

58.1. This document contains information confidential and proprietary to the Bank. Additionally, the Bidders will be exposed by virtue of the contracted activities to the internal business information of the Bank. Disclosures of receipt of this RFP or any part of the aforementioned information to parties not directly involved in providing the services to the Bank could result in the disqualification of the Bidders, premature termination of the contract, and / or legal action against the Vendors/Bidders for breach of trust.

58.2. The bidder must undertake that they shall hold in trust any Information received by them, under the Contract/Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree:

58.2.1. To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by the BANK;

58.2.2. To only make copies as specifically authorized by the prior written consent of the Bank

and with the same confidential or proprietary notices as may be printed or displayed on the original;

- 58.2.3. To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and
- 58.2.4. To treat all Information as Confidential Information.
- 58.3. Successful Bidder/s will have to execute a Service level agreement and non-disclosure agreement with the Bank in the format prescribed by the Bank within 1 month of receiving formal purchase order/award of contract form the Bank.
- 58.4. The Bidder (and its employees) shall not, unless the Bank gives permission in writing, disclose any part or whole of this RFP document, of the bid and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by the Bank (including the users), in connection therewith to any person other than a person employed by the Bidder in the performance of the purchase order and/or contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The employees or the third party engaged by the Bidder will maintain strict confidentiality.
- 58.5. The Bidder, its employees and agents shall not, without prior written consent from the Bank, make any use of any document or information given by the Bank or its Authorized personnel, except for purposes of performing the contract awarded to the successful bidder.
- 58.6. In case of breach the Bank shall take such legal action as it may deem fit.

59. Limitation of Liability:

- 59.1. "Vendor's aggregate liability for actual direct damages shall be limited to a maximum of the Contract Value, provided that this limit shall not apply to
 - (1) the indemnity for infringement of third-party intellectual property rights of any nature; or (2) bodily injury (including death) and damage to real property and tangible personal property caused by Vendor's wilful misconduct or gross negligence; or (3) breach of confidentiality obligations of the Vendor (4) other indemnity obligations as contained in this RFP or in the contract
- 59.2. Vendor shall not in any event be liable for any indirect or consequential damages, or for loss of profit, business, revenue, anticipated savings or data, or third party claims except with respect to bodily injury (including death) and damage to real and tangible personal property for which Vendor is legally liable. For the purposes of this Section, "Contract Value" at any given point in time, means the aggregate value of purchase orders placed by Bank on the Vendor under this project.

60. Governing Law and Disputes:

60.1. The Bid and the subsequent Contract with the successful Bidder shall be governed in accordance with the Laws of India and will be subject to the exclusive jurisdiction of Courts in New Delhi.

61. DATA PROTECTION

61.1. Successful bidder will comply with the digital personal data protection Act,2023 and will comply with all privacy and data protection provisions. Further it must be ensured that due care be taken while collecting and dealing with sensitive personal data or information. Web portal will be secured to avoid hacking, infusion of virus, unauthorized copying, tampering, etc. and all sort of security required as per law & practices to be adopted and implemented by bidder. Any breach of this Condition by the bidder shall be

deemed to be a material breach of the Contract and the Bidder shall indemnify Bank from the against any costs, losses, damages, proceedings, claims, expenses or demands incurred or suffered by Bank which arise as a result of such breach.

61.2. Use of Name/Logo of the Bank: 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 & 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.

62. Limitation on promotion:

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

62.2. The Vendor must submit a written request to the Bank's designated marketing department to seek approval for the use of the Bank's name, logo, or related project information in any promotional material.

62.3. The request should include detailed descriptions of the specific content, the context in which the Bank's assets will be used, and samples of the promotional material.

62.4. The Bank will review the request within a specified period, typically 10-15 business days, and may approve, reject, or request modifications to the proposal.

62.5. Use of the Bank's name or project details in educational or training content directly related to the execution of the contract may be permitted.

62.6. With prior consent, the Vendor may use anonymous project data for case studies or white papers, provided they do not disclose sensitive information or competitive insights.

- 62.7. Presentation of joint successes at trade shows or industry conferences may be allowed, subject to the Bank's review and prior approval of the content.
- 62.8. In cases of serious violations, particularly those that could damage the Bank's reputation or regulatory standing, the Bank reserves the right to terminate the contract. The termination process would be in accordance with the general termination clauses included in the contract and this RFP.
- 62.9. The Vendor must keep records of all approved and rejected requests for promotional use and any instances of material production and distribution.
- 62.10. As part of the compliance reporting process, the Vendor should include a section detailing all uses of the Bank's name or logo and corresponding approvals for such uses.

63. Indemnity:

- 63.1. The Bidder [the "Indemnifying Party"] undertakes to indemnify, hold harmless the Bank [the "Indemnified Party"] from and against all claims, liabilities, losses, expenses [including reasonable advocates' fees, counsel's fees], fines, penalties, taxes or damages [Collectively called "Loss"] which the Bank may suffer or incur on account of any deficiency in Services rendered by the Vendor or any acts of commission/omission on the part of employees, agents, representatives, or sub-contractors of the Vendor or on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity [including the Indemnified Party] attributable to the Indemnifying Party's negligence or wilful default in performance or non-performance or any fraud and against all third party claims for infringement of patent, trademark, design or copyright arising from use of products or any part thereof supplied by Vendor under this RFP or the Agreement.
- 63.2. The Bidder shall, at its own expense, defend and indemnify the Bank against all third-party claims for infringement of patent, trademark, design or copyright arising from use of products or any part thereof supplied by Vendor.
- 63.3. Vendor will provide infringement remedies and indemnities for third party products, on a pass-through basis. The Vendor shall expeditiously 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 Vendor shall be fully responsible to pay such compensation along with all costs, damages and advocates'/counsels' fees and other expenses that a court may finally award, in the event of the matter being adjudicated by a court or that is included in a Vendor approved settlement. The Bank will issue notice to the Vendor of any such claim without delay and provide reasonable assistance to the Vendor in disposal of such claim, and shall at no time admit to any liability for, or express any intent, to settle the claim. The Vendor shall also reimburse all incidental costs, which the Bank incurs in this regard.
- 63.4. If such a claim is made or appears likely to be made, the Bidder agrees to enable the Bank to continue to use the Product, or to modify it, provided no order otherwise has

been passed by a court, or replace it with one that is at least functionally equivalent. If Bidder determines that none of these alternatives is reasonably available, the Bank agrees to return the Product to Bidder on its written request, upon which the Bidder will then give the Bank a credit equal to:

- 63.4.1. For equipment, its invoice value as paid by the Bank to the Bidder.
 - 63.4.2. For Materials, the amount the Bank paid Bidder for the creation of the Materials.
- 63.5. This Section stipulates Bidder's entire obligation to the Bank regarding any claim of infringement. Bidder has no obligation regarding any such claim based on:
- 63.5.1. Anything the Bank provides which is incorporated into a Product or Bidder's compliance with any designs, specifications, or instructions provided by the Bank or by a third party on the Bank's behalf.
 - 63.5.2. Bank's modification of a Product's use in other than its Specified Operating Environment.
- 63.6. The Bidder shall also indemnify the Bank against all losses, damages, claims, counter claims, suits, penalties and costs which the Bank may face on account of:
- 63.6.1. Bodily injury (including death) and damage to real property and tangible personal property caused by Bidder's negligence on the part of the Bidder's employees, agents or representatives.
 - 63.6.2. Any claim or proceeding brought by a third party against the Bank as a consequence of the above.
 - 63.6.3. Any claim made upon and any action taken against the Bank by any statutory authority or Court on account of the Bidder's failure to comply with any laws, orders and regulations applicable to the performance by Bidder of its obligations under this Agreement.
- 63.7. In the event of the Vendor not fulfilling its obligations under this clause within the period specified in the aforesaid notice issued by the Bank, Bank has the right to recover the amounts due to it under this provision from any amount payable to the Vendor under the contract.
- 63.8. The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this RFP or the agreement.
- 63.9. The obligations set forth in this Section will not apply to an Intellectual Property claim if the alleged infringement is based on, caused by, or results from: (a) Bidder's compliance with any of Bank's designs, specifications, or instructions; (b) modification of the Bidder product other than by Bidder; (c) use of the Bidder product other than as provided by this Agreement; (d) use of other than the latest Bidder product version Bidder has made available or provided to the Bank; or (e) combination or use of the Bidder product with any product or service not provided to the Bank by Bidder

63.10. The Vendor must indemnify the Bank against all losses, liabilities, damages, and costs attributable to any breach of data security, unauthorized data disclosure, or any infringement of data protection laws that occur due to the Vendor's actions or omissions.

63.11. In the event of a data breach, the Vendor is required to notify the Bank within 24 hours of discovering the breach. The notification must include

- Details of the data affected
- The suspected cause of the breach
- The proposed measures to be taken to mitigate the breach's effects
- Steps planned to prevent future breaches

64. Subcontracting:

64.1. Vendors must obtain written approval from the Bank before engaging any subcontractors. This approval must be specific to each subcontractor and include a detailed description of the tasks to be subcontracted. The Vendor should provide full disclosure of the subcontractor's qualifications, past performance, and potential conflicts of interest.

64.2. The Vendor remains fully responsible for the conduct and performance of its subcontractors. This includes ensuring that subcontractors deliver work to the standards required by the Bank, adhering to timelines, quality specifications, and all compliance requirements. Any breach of contract terms by a subcontractor will be deemed a breach by the Vendor.

64.3. Bidder may subcontract any activity of FLM, Housekeeping, Cash Management/ replenishment if it desires so only with prior permission of the Bank, in that case the Bidder shall disclose all contracts/subcontracts to the Bank and the Bank reserves the right to call regular meetings of all/specific contractors/sub-contractors during the tenure of the contract or any extended period thereof.

64.4. Subcontractors must adhere to all relevant terms and conditions of the main contract, including but not limited to, compliance with laws and regulations, security policies, data protection standards, and ethical guidelines. The Vendor must include in their subcontract the same protections and indemnity clauses that exist in the main contract with the Bank.

64.5. The Vendor is required to implement a monitoring system to oversee the performance of subcontractors regularly. The Bank reserves the right to audit these monitoring practices and to directly audit the subcontractors as deemed necessary. Regular reports on subcontractor performance must be submitted to the Bank according to a predefined schedule, or upon request.

64.6. The Bank reserves the right to request the removal of any subcontractor who fails to meet performance standards or violates compliance requirements.

64.7. In cases where subcontractor performance is unsatisfactory, the Bank may demand

that specific tasks be reassigned to another subcontractor or taken over by the primary Vendor directly, without impacting the terms and timelines of the original contract.

- 64.8. The subcontractor of cash Management/replenishment should have Minimum net worth requirement of Rs.100 crores as on closure of last FY 2023-24 or 2024-25 as per audited financials or as on RFP submission date certified by the Audit Firm of company. The net worth of at least Rs.100 crores should always be maintained.
- 64.9. Bidder shall indemnify and fully protect the Bank from all legal actions, claims, or damages from third parties and its employees arising out of use of infrastructure, machinery, software, designs or processes used by the Vendor in the ATM systems supplied by the Vendor or its subcontractors. Bank reserves right to recover the amount of loss arising out of such breach from the payments due to the Vendor. The bidder shall be liable to the Bank for any losses arising out of any and all claims against or regarding the subcontractor as if such claims are against the bidder itself.
- 64.10. Service provider shall be responsible for all the services provided to the Bank regardless of which entity is conducting the operations on behalf of Vendor. The Service provider shall be responsible for managing the activities of its personnel and/or the personnel of subcontractor and under no circumstances and at no point of time the subcontractor of the Service provider will be considered employees, service provider or agent of Bank. The Service provider shall be responsible for ensuring that the subcontractor comply with all security & confidentiality requirement of the Bank set out in this RFP and the subsequent contract and the Bank can obtain independent report for the same.

65. Set off:

- 65.1. Without prejudice to other rights and remedies available to the Bank, Bank shall be entitled to set off or adjust any amounts due to the Bank from Vendor against any payments due and payable by Bank to Vendor for the services rendered.
- 65.2. The Bank reserves the right to set off any amount owed by the Vendor to the Bank against any sum that the Bank owes to the Vendor. This includes, but is not limited to, liabilities arising from underperformance, penalties, damages, or any other contractual obligations not met by the Vendor.
- 65.3. If the Vendor fails to meet the performance standards specified in the contract or in this RFP, resulting in penalties or the need for remedial actions, costs incurred by the Bank can be recovered through set off.
- 65.4. If audits reveal that the Bank has overpaid the Vendor at any point, the excess amount can be set off against future payments.
- 65.5. Any damages the Bank incurs due to Vendor negligence, non-compliance, or breach of contract can be recovered via set off.

65.6. In the event of contract termination due to Vendor fault, any costs associated with transition or shutdown activities that the Bank incurs can be set off against the final settlement.

66. Exit clause:

66.1. The Bank reserves the right to cancel the contract and the purchase order/award of contract in the event of happening one or more of the following conditions:

- 66.1.1. Failure of the successful Bidder to accept the contract and furnish the Performance Bank Guarantee within the stipulated time.
- 66.1.2. Delay in delivery beyond the specified period.
- 66.1.3. Delay in completing implementation/customization and acceptance tests/checks beyond the specified periods.
- 66.1.4. In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security/Performance Guarantee/Earnest Money Deposit/Bank Guarantees given by the Bidder.

67. Language of Bid documents:

67.1. The language of the bid response and any communication with the Bank must be in written English only. Supporting documents provided with the RFP response can be in another language so long as it is accompanied by an attested translation in English, in which case, for purpose of evaluation of the bids, the English translation will govern.

68. Inspection:

- 68.1. The Bank reserves the right to conduct inspections through a designated team of Bank officials or an independent third-party appointed by the Bank. These inspections may occur at any of the Vendor's existing live installations referred to in the Technical Bid, or the Bank may request a live demonstration of the proposed solution at the Vendor's office or another agreed-upon location.
- 68.2. Prior to contract signing, an initial inspection or demonstration will be required to confirm the Vendor's compliance with the technical specifications outlined in the RFP.
- 68.3. After contract execution, routine inspections will be conducted on a monthly basis, or more frequently if deemed necessary by the Bank, to ensure ongoing compliance.
- 68.4. Based on the outcomes of any inspection or demonstration, the Bank reserves the right to reject any work, product, or solution that does not comply with the agreed contractual terms and technical specifications. The Vendor will be provided with a detailed report of deficiencies and will be expected to correct any issues within a stipulated timeframe as per the contract.

- 68.5. Failure to remedy the deficiencies within the agreed-upon timeframe may result in penalties, including but not limited to, withholding of payments, invoking of performance guarantees or other Bank guarantees , or termination of the contract.
- 68.6. The Vendor must provide a formal response to the inspection findings, outlining the corrective actions taken and the timelines for completion. The Bank will verify the implementation of corrective actions in a follow-up inspection.

69. Audit:

- 69.1. The Vendor shall allow the Bank to audit the functionality, security, processes etc., of operations of the ATMs and related applications, database, infrastructure, channels and records, directly related to the services and allow access to its authorized personnel, its auditors (internal and external), authorized personnel from Reserve Bank of India (RBI) / other regulatory and statutory authorities. In case any of the services are further outsourced/assigned/ subcontracted with prior permission of the Bank to other Vendors, it will be the responsibility of the Vendor to ensure that the authorities / officials as mentioned above are allowed access to all the related places. The audit shall be conducted (as per Bank requirement) and the frequency shall be as per the Bank's requirement. The Vendor shall ensure that adequate resources having the technical expertise are provided to support, demonstrate and conduct this activity without any additional charges.
- 69.2. The Bidder is expected to close any gaps/vulnerabilities/defects identified by the Bank's auditors, officers, third parties, regulators etc without any additional cost to the Bank.
- 69.3. The Bidder has to ensure compliance of Information Security provisions/guidelines according to policy of the Bank and mitigate the risk, if any, within the stipulated time without any additional cost to Bank.
- 69.4. In line of above, the successful Bidder shall ensure that all regulatory, Statutory, Local Administration requirements are adhered to subsequently while undertaking deliverable services over the period of contract without any additional cost to Bank.
- 69.5. Compliance with security best practices may be monitored by periodic computer/information security audit performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. These audit plan may include, but are not limited to, a review of: access and authorization procedures, physical security controls, input/output controls, DB controls, backup and recovery procedures, network security controls and program change controls. To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Bidder shall afford the Bank's representative's access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide the Bank access to various monitoring and performance measurement system (both manual and automated). The Bank has the right to get the monitoring and performance

measurement systems (both manual and automated) audited without prior notice to the Bidder.

- 69.6. The Bidder has to submit a certificate of audit of their systems and networks conducted by empanelled CERT- In auditors. VAPT should be conducted on quarterly basis by the Bidder and ensure no open VAPT observation.

70. Splitting of the Bids.

- 70.1. The Bank intends to award the entire contract to the L1 Bidder (the technically qualified bidder quoting the lowest price). The Bank reserves the right to negotiate with the L1 Bidder to ensure the most competitive pricing. In the event the L1 Bidder backs out, fails to honor the commitment, or is unable to supply the offering as per the RFP requirements, the Bank reserves the right to cancel the award and may, at its sole discretion, offer the contract to the next lowest bidder (L2) at the L1 price, or invite fresh bids

71. Normalization of Bids

- 71.1. 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 such normalization has a bearing on the commercial 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;

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

OR

- 71.1.2. Revised submissions of the entire bid in the whole.

- 71.2. 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.

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

72. Correction of Error in Commercial Bid:

- 72.1. Bank reserves the right to correct any arithmetical errors furnished in the Commercial Bid. If any such errors are noticed, it will be rectified on the following basis:
- 72.2. Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.

- 72.3. If there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly.
- 72.4. If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
- 72.5. If there is discrepancy in the total arrived at indicative commercial Bid (addition, subtraction, multiplication, division and carryover of amount from one page to another), correct total will be arrived by the Bank and the same will prevail over the total furnished in the indicative commercial Bid.
- 72.6. If there is a discrepancy between words and figures, the rate/amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error in which case, the amount in figures will prevail, subject to the above two provisions.
- 72.7. If the Bidder does not accept the correction of errors, the bid will be rejected.

73. Determination of L1 Price:

- 73.1. L1 Price will be determined after giving effect to arithmetical correction, if any.
- 73.2. The L-1 Bidder will be determined on the basis of the lowest price quoted in the Reverse Auction in GeM portal. The Reverse Auction would be conducted for Total Cost of ownership given in indicate commercial Bid per Annexure-D of RFP.

74. Online Reverse Auction:

- 74.1. The Reverse auction process of bidding will be followed. Only the technically qualified Bidders will be asked to participate in the reverse auction, which will be conducted for this purpose. The business rules, terms and conditions of the reverse auction process are available on GeM portal(<https://bidplus.gem.gov.in/bidlists>)
- 74.2. The technically qualified Vendors will participate in the Reverse auction process that will be conducted on GeM. Specific rules for this particular event viz., date and time, start price, bid decrement value, duration of event etc. shall be informed by the Auction Company to the participating Vendors before the event. The Vendors should furnish indicative prices for the project in their Indicative Commercial Bid to facilitate finalizing the start bid for 'Reverse auction' under E-Procurement process.
- 74.3. The L1 Bidder emerging at the end of the Reverse Auction process shall be required to submit confirmation of the price and submit the break-up of his Final price (last bid price) again in **Annexure-D** within 48 hours of the completion of the Reverse Auction (RA). Failure or refusal to offer the services/goods at the price committed through Reverse Auction shall result in forfeit of the EMD to Bank.
- 74.4. The final decision on the selection of the Bidder will be taken by the Bank. The implementation of the project will commence upon successful execution of a contract

between the Bank and the successful Bidder(s).

- 74.5. The 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 to not include any Vendor in the final short- list.
- 74.6. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
- i. If number of technically qualified bidders are only 2 or 3.
 - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
 - iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
 - iv. 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 v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

75. Validity of Bids:

- 75.1. Bids shall remain valid for **180 days** from the last date of submission of bids as stipulated in this RFP. A Bid valid for a shorter period is liable to be rejected by the Bank as non- responsive.
- 75.2. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids will not entitle the Bidder to revise/modify the Bid document.
- 75.3. Once Purchase Order is issued by the Bank, the said price will remain fixed for the entire Contract period as well as during the extended period of the contract and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty or any other reason. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected. The Bank reserves the right to call for fresh quotes at any time during the Bid validity period, if considered, necessary.

76. Bid Ownership:

- 76.1. The bid and all supporting documentation submitted by the Bidder shall become the property of the Bank. As the Bidder's proposal is central to the evaluation and

selection process, it is important that, the Bidder carefully prepares the bid as per the prescribed format only. Bidders must provide categorical and factual replies to specific questions. Bidders may provide additional technical literature relating to their bid but in a separate Annexure. Correct and current technical details must be completely filled in. The Appendices/Annexures to this RFP shall form integral part of the GeM bid.

77. Acceptance of Offer:

- 77.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 77.2. The Bank will not be obliged to meet and have discussions with any Bidder and/or to entertain any representations in this regard.
- 77.3. The bids received and accepted will be evaluated by the Bank to ascertain the best Bidder in the interest of the Bank duly considering technical and commercial viability. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time without assigning any reasons whatsoever. The Bank reserves the right to re-tender the GeM bid with or without modifications. Bank shall not be obliged to inform the affected Bidder(s) of the grounds for the Bank's rejection.
- 77.4. The Bidder including those, whose bid is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by them through or in connection with their submission of bids, even though the Bank may elect to modify/withdraw the RFP.
- 77.5. The successful bidder(s) shall have to accept and acknowledge purchase orders/award of contract within 7 days (with feasibility of site in case of cash managed services) from the date of issuance of purchase order/award of contract. Bank has a right to cancel the order and invoke the Bid Security Declaration clause/forfeit EMD/recover an amount equivalent to EMD from Vendor, if the same is not accepted within a period of 7 days from the date of order.

78. Award of Contract:

- 78.1. The Successful Bidders will be notified by the Bank and the name of the successful Bidder/s will be displayed in the Notice Board of the Bank.
- 78.2. The contract shall, be awarded and the order shall be placed on Successful Bidders.
- 78.3. Successful Bidder shall be accepting Purchase Order within 7 days after issuing of Purchase Order
- 78.4. Bank reserves its right to consider at its sole discretion the late acceptance of the purchase order by selected Bidder.
- 78.5. The Successful Bidder/s will be required to provide the service to branches / Offices of

the Bank at the rates not higher than the rate finalized under this RFP.

79. Project Execution:

- 79.1. The entire project needs to be completed expeditiously. The Bank and the successful Bidder shall nominate a Project Manager each immediately on acceptance of the purchase order, who shall be the single point of contact for the proposed project. However, for escalation purpose, details of other persons shall also be given. The project manager nominated by the Bidder should have prior experience in implementing similar project. Project Kick-Off meeting should happen within 7 days from the date of acceptance of purchase order. The Bidder shall submit a Weekly progress report to the Bank as per prescribed format, which will be made available to the successful Bidder.

80. Execution of Agreement:

- 80.1. Within 30 days from the date of acceptance of Purchase Order, successful Bidder and the Bank shall execute an "Agreement" on stamp paper of appropriate value at New Delhi as per the format prescribed by the Bank. Failure to execute the agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the successful Bidder.
- 80.2. The agreement shall include all terms, conditions and specifications of this RFP and other relevant terms and conditions. The agreement shall be executed in English language in one original, the Bank receiving the duly signed Original and the selected Bidder receiving the photocopy, if insisted.
- 80.3. The Integrity Pact Agreement submitted by the Bidder during the Bid submission will automatically form a part of the Contract Agreement till the conclusion of the contract.

81. Pricing:

- 81.1. The Price offered to the Bank must be in Indian Rupees inclusive of all taxes but exclusive of GST(CGST/SGST/IGST).
- 81.2. The prices should be firm and not dependent on any variable factors and expressed in Indian Rupees.
- 81.3. The item value along with GST should be claimed in the invoice and GST will be paid in actuals at our end.
- 81.4. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the contract period and extended contract period if any.
- 81.5. Applicable Taxes will be paid at actuals.
- 81.6. Bank will not pay any Labour charges for transportation, Road Permit, installation of hardware and insurance cost separately. All such costs, if any, should be absorbed

in the TCO.

82. Third-party seamless Migration:

- 82.1. The selected Vendor will ensure seamless migration of the application and solution after expiry of contract period if the Bank selects another Vendor either during the contract period due to any reason or after the contract period.
- 82.2. In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another Vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing Vendor is in breach of this obligation, they shall be liable for paying a penalty on demand to the Bank, as per the provisions of this RFP, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period.

Section V: GENERAL TERM & CONDITIONS

83. General Order Terms:

- 83.1. Normally, the Order will be placed on the successful Bidder as per the details given in the bid document. But, if there is any change in name/address/constitution of the bidding Firm/Company at any time from the date of bid document, the same shall be informed by the Bidders to the Bank immediately. This shall be supported with necessary documentary proof or Court orders, if any. Further, if the bidding Firm/Company is undergoing any re- organization/ restructuring/ merger/ demerger and on account such a change the Firm/Company is no longer performing the original line of business, the same shall be informed to the Bank. There shall not be any delay in this regard. The decision to place orders or otherwise under such situation shall rest with the Bank and the decision of the Bank shall be final.
- 83.2. This RFP contains information that is proprietary to the Bank and during the course of selection the Bidder will also be exposed to internal business information of the Bank. Disclosure of receipt of this RFP or any part of the aforementioned information to parties not directly involved in providing the services requested could be treated as breach of trust in which case Bank would be free to initiate any action deemed appropriate.
- 83.3. Bidder shall not recruit employees or ex-employees of the Bank or solicit or accept solicitation (either directly, indirectly, or through a third party) from employees or ex-employees of the Bank 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.

- 83.4. Bidders shall not make any public announcement or news release or any other reference to this RFP or any program there under without written consent from the Bank.
- 83.5. Reproduction of this RFP either in full or part, without prior written consent of the Bank, by photographic, electronic, or any other means is strictly prohibited.
- 83.6. The Bidder shall submit a technical write-up on the features relating to Encryption/Decryption of Data of all ATMs/Equipment. Any special Security features or any special security utilities available shall be indicated separately. The total ATM operation, transfer of data on the network between ATMs and Switch, shall be in encrypted mode. The feed from central system shall be given to Bank Security Operation Centre (SOC).
- 83.7. In terms of recent guidelines issued by various authorities like RBI, CERT, etc. it is essential to know the Information Security status of the Service Providers connected to the Bank's network for providing the services, which involves the various payment channels. In this regard, Bidder has to report any incident or alert generated by your system or monitored by your SOC, IT team etc. This report should also be shared with Cyber Security Monitoring team, headed by the Chief Information Security Officer (CISO). This information may be provided through email or a dashboard can be created, which can be monitored by CISO / CISO team.
- 83.8. Bidder to ensure that IT infrastructure hosted at its end should always be compliant with RBI guidelines as applicable for the services provided by it to the Bank. Bidder also has to ensure that incidents are reported to the Bank within the timeline prescribed by RBI.

84. Roles & Responsibility during Project Implementation:

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

85. Responsibilities of the Successful Bidder:

- 85.1. The Successful Bidder has to inform change in the management of its company, if any, to the Bank within 30 days from the date of such change during contract period.

- 85.2. The Bank will call for Audited Balance Sheet of the selected Bidder at any point of time during contract period and the selected Bidder shall provide the same.
- 85.3. The selected Bidder shall submit updated Escalation Matrix for the product/services on a Half-Yearly basis as at the end of 31st March and 30th September during warranty period.

86. Responsibility for Completeness

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

87. Inspection of Records:

- 87.1. Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of accounts and records including Hardware, Software & other items provided to the Bank under this RFP and the Vendor shall extend all cooperation in this regard.

88. Negligence:

- 88.1. If the successful Bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the successful Bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to terminate the Contract holding the selected Bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected Bidder.
- 88.2. Upon identifying an act of negligence, the Bank will issue a written notice to the successful Bidder, clearly outlining the specific instances of negligence and calling upon the Bidder to rectify the failures, neglect, or contraventions complained of within

a specified reasonable time frame.

- 88.3. If the negligence directly results in additional costs, losses, or damages to the Bank, the selected Bidder will be liable for these costs. Financial penalties proportional to the impact of the negligence will be imposed and may include deductions from payments due to the Bidder or invocation of performance guarantee, if applicable.
- 88.4. Should the Bidder fail to remedy the negligence within the specified period or if repeated instances of negligence occur, the Bank reserves the right to terminate the contract with immediate effect. Termination under these circumstances will be communicated through a formal notice specifying the grounds for termination.
- 88.5. Following the termination notice, the Bank may undertake to rectify the failures at the risk and cost of the Bidder. The Bank will seek to recover from the Bidder any costs exceeding the original contract value incurred in completing the work or rectifying the negligence.
- 88.6. Besides contractual penalties and termination, the Bank reserves the right to pursue further legal action against the Bidder for breach of contract and to seek compensation for any additional damages or losses incurred that are not covered by the financial penalties or cost recovery actions.

89. Assignment:

- 89.1. 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.
- 89.2. If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP and the subsequent contract shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Successful Bidder under this RFP.

90. Intellectual Property Rights:

- 90.1. Bidder warrants that the ATMs or other goods, equipment, parts and services provided shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. The Bidder should ensure that the Hardware and Software supplied to the Bank shall not infringe the third-party intellectual property rights, if any.
- 90.2. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, Bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non- infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse

Bank for any amounts paid to Bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the Bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the Bank to use the proposed solution/service.

- 90.3. The indemnification obligation stated in this clause apply only in the event that the Bank provides the Bidder prompt written notice of such claims, grants the Bidder sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the Bidder]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the Bank make any payment or bear any other substantive obligation without the prior written consent of the Bank. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.
- 90.4. The Bidder acknowledges that business logics, workflows, delegation and decision-making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Hardware/Software.

91. Corrupt and Fraudulent Practices:

- 91.1. As per Central Vigilance Commission (CVC) directives, it is required that Bidders /Suppliers / Bidders observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- 91.2. “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- 91.3. “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of 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.
- 91.4. The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 91.5. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 91.6. The decision of Bank in determining the above aspects will be final and binding on the all the Bidders. No Bidder shall contact through any means of communication the

Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.

- 91.7. Any effort/attempt by a Bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this RFP during the period of contract and one year thereafter, except as the Bank may agree on the case to case basis.
- 91.8. The successful Bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for Solution/service by the Bank.

92. Integrity Pact:

- 92.1. Only Bidders who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as **Annexure O** for strict compliance.
- 92.2. IP shall cover all phases of contract i.e. from the stage of Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached in Annexure-O for strict compliance.
- 92.3. The following Independent External Monitors (IEMs) have been appointed by the Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

Name :Sh. ASHA RAM SIHAG Email ID: arsihag@gmail.com Mobile No: 9911558502	Name : Sh. ADITYA PRAKASH MISHRA Email ID: apmishra53@gmail.com Mob No. 9560625666
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93. Amendments to the Purchase Order

- 93.1. Once purchase order is accepted by the Bidder, no amendments or modifications of order and no waiver of any of the terms or conditions thereof shall be valid or binding unless made in writing and mutually agreed by the Bank.
- 93.2. Amendments to the Agreement.

Once contract agreement is executed with the Bidder, no amendments or modifications of Agreement and no waiver of any of the terms or conditions thereof shall be valid or binding unless made in writing and mutually agreed by the parties.

94. Modification/Cancellation of RFP:

94.1. The Bank reserves the right to modify/cancel/re-tender this RFP without assigning any reasons whatsoever. The Bank shall not incur any liability to the affected Bidder(s) on account of such rejection/modification/cancellation/re-tendering. Bank shall not be obliged to inform the affected Bidder(s) of the grounds for the Bank's rejection/cancellation/modification/re-tendering.

95. Hiring of Existing/Ex/Retired Employees of the Bank:

95.1. Bidder or any of its subcontractors shall not hire any of the existing/ex/retired employees of the Bank during the contract period or after the closure/ termination of contract even if existing/ ex/retired employee actively seek employment from the Bidder or any of its subcontractors. The period / duration after the date of resignation/retirement/ termination after which the existing/ ex/ retired employee shall be eligible for taking up such employment shall be governed by regulatory guidelines/HR policies of the Bank.

96. Submission of Business Continuity Plan (BCP)

96.1. Successful Bidder(s) should have an Business Continuity Plan (BCP) in place and should provide the detailed documentation for Business Continuity Plan which are approved and signed by the competent authority. The BCP should contain recovery time objectives and resumption operating capacities. Escalation, activation and crisis management procedures shall be clearly defined.

96.2. Successful Bidder(s) should regularly test its BCP plans to validate the feasibility of the recovery time objectives and resumption operating capacities. Successful Bidder(s) shall notify the Bank of any test finding that may affect the Successful Bidder's performance.

96.3. Successful Bidder(s) shall notify the Bank of any significant changes in the BCP and of any adverse developments that could significantly impact the service provided to the Bank.

96.4. Successful Bidder(s) shall submit a monthly report / declaration covering the above aspects.

97. Legal Disputes and Jurisdiction of the court

97.1. The Bank Clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain Bidder/prospective Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

- 97.2. The Bank shall be entitled to seek and obtain injunctions, restraining orders, rights for recovery, specific performance, or other equitable relief as a court of competent jurisdiction may deem necessary or appropriate. These measures are to prevent any violations by the Bidder or to enforce compliance with the covenants, obligations, and representations outlined in this RFP. Such equitable remedies are cumulative and are in addition to any other rights and remedies the Bank may have under the applicable law or in equity, including but not limited to the right to seek recovery of any amounts due, related costs, and damages for breach.
- 97.3. All disputes, controversies, or claims arising out of or in relation to this RFP or the contract agreement, including but not limited to its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be adjudicated exclusively by the courts located in New Delhi, India.

98. Startup:

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

- 98.1. 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.
- 98.2. Further, the Startups are also exempted from submission of EMDs
- 98.3. For availing the relaxations, Bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the Bidder's company/firm) and notary public with legible stamp.
- 98.4. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Punjab & Sind Bank as per Form PP-B.

99. Contract period:

- 99.1. The successful Bidder(s) shall be required to enter into a contract with Bank within 30 days of the award of contract or within such extended period as may be specified by Bank. Initially contract will be signed for a term of five (5) years. Thereafter contract may be extended for two year (2) as per the discretion of the Bank on the same terms and conditions. The contract will be reviewed on quarterly basis subject to satisfactory performance of the Bidder. However, if in any case it is found that the services offered are not satisfactory, the Bank may consider termination of the

contract and forfeiture of the performance Guarantee.

100. Rejection of Bid

The Bid is liable to be rejected if:

- 100.1 The document does not bear signature of authorized person in each page and duly stamped.
- 100.2 It is received through Fax/E-mail/dropped in tender box.
- 100.3 It is received after expiry of the due date and time stipulated for Bid submission.
- 100.4 Incomplete Bids, including non-submission or non-furnishing of requisite documents/ Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- 100.5 It is evasive or contains incorrect information.
- 100.6 Any form of canvassing / lobbying /influence/ query regarding short listing, status etc. will be a disqualification.
- 100.7 Bidder should comply with all the points mentioned in the scope of work, technical specifications and all other clauses of RFP. Noncompliance of any point will lead to rejection of the bid.
- 100.8 Bids dropped in tender box or submitted in physical hard copy format.
- 100.9 Non-submission of Integrity Pact (IP).
- 100.10 Price information should not be submitted along with technical bids, if submitted along with technical bid, offer shall be rejected as nonresponsive.

101. Termination of Contract

If the Termination is on account of failure of the successful bidders to perform the obligations under this RFP contract, the Bank shall have the right to invoke the Performance Bank Guarantee(s) given by the selected bidder.

The Bank will be entitled to terminate this Contract, without any cost to the Bank and recover expenditure incurred by Bank, on the happening of any one or more of the following:

- (i) The selected bidder commits a breach of any of the terms and conditions of the bid.
- (ii) The Successful bidders goes into liquidation voluntarily or otherwise.
- (iii) An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- (iv) The progress regarding the execution of the order accepted by the selected bidder is found to be unsatisfactory or delay in execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which Bank may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- (v) If deductions on account of liquidated damages exceeds more than 10%.
- (vi) Non-satisfactory performance of the selected bidder during delivery and installation.

- (vii) An act of omission by the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract.
- (viii) Failure to integrate/implement the Project as per the requirements of the Bank as stated in this RFP.
- (ix) Bank shall serve the cure-cum-termination notice to the bidder at least 30 days prior, of its intention to terminate services. If the performance is not cured to the satisfaction of Bank within 30 days, termination will be effected.
- (x) Material discrepancies in the Deliverables and Services noted in the implementation of the Project. Bank reserves the right to procure the same or similar product from the alternate sources at the risk, cost and responsibility of the selected bidder.
- (xi) Selected bidder or its sub-contractors are found to be indulging in frauds.
- (xii) The Bank suffers a reputation loss on account of any activity of successful bidders penalty is levied by regulatory authority.

102. Submission of Bids

The bidders have to submit their bid Online. All documents as per requirement of RFP must be uploaded on the site <https://gem.gov.in>. Bidder must upload scanned copy / proof of the DD/BG for EMD and Integrity Pact in Rs. 500 stamp paper along with bid and has to ensure delivery of original copy to the Bank within 5 days of Bid End date / Bid Opening date at the following address:

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

Bank may, at its discretion, extend this deadline for submission of bids by releasing corrigendum to this tender document.

Section VI: ANNEXURES**GEM BID NO:** _____

1. Annexure A-Letter of Acceptance (Letter to the bank on the bidder's letterhead)

To,

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

Date:

Dear Sir,

Sub:Bank's RFP For ATM Managed(Onsite and offsite ATMs) Services and Cash Replenishment Services for Offsite ATMs only Ref No:

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for ATM managed services as detailed in your above referred RFP. We agree to all the terms and conditions mentioned in the RFP. We also submit required information along with documentary evidence in following format:

Parameter		Response
Year of commencement of business for ATM Managed Services and Cash Replenishment Services (certificate enclosed)		
Annual sales Turnover from operations in India	Year 1 (2022-23)	
	Year 2 (2023-24)	
	Year 3 (2024-25)	
Net Profit	Year 1 (2022-23)	
	Year 2 (2023-24)	
	Year 3 (2024-25)	
No. of support centres	Own	in cities
	Channel Partner / System Integrator / Franchisees	in cities

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP. We also confirm that the offer shall remain valid for 180 days from the date of the offer.

We also understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever.

We enclose Demand Draft/Bank Guarantee for Rs..... favouring Punjab & Sind Bank and payable at New Delhi, towards bid security, details of the same is as under:

- BG No. :
- Date :
- Name of Issuing Bank :
- BG issue date and Expiry

Date:

MSE/Udyog Aadhaar Certificate No.

We hereby declare that all the information & Statements made in this RFP are true and accept that any misinterpretation contained in it may lead to our disqualification. We agree to all terms & conditions of the RFP.

Yours faithfully,

SIGNATURE

(Name & Designation, seal of the firm)

* In case the audited financials for the year 2024-25 is not finalized, audited balance sheet of 2023- 2024 should be submitted.

2. Annexure B– Bidder's Profile Format

GEM BID NO: _____
Date

Serial No.	Parameters	Response	
1	Name of the Firm/Company		
2	Year of Incorporation in India		
3	Names of the Partners/Directors with DIN no		
4	Name and Address of the Principal		
5	GST Number/ Sales Tax Number		
6	Company Registration Number		
7	Addresses of Firm/Company		
	a) Head Office		
	b) Address of the Data Centre		
	Address of the Disaster Recovery Centre		
8	Authorized Contact person		
	a) Name and Designation		
	b) Mobile No.		
	c) E-mail ID.		
9	Financial parameters		
	Business Results (last three years)	Annual Turnover (Rs. In Crore)	Net Worth (Rs. In Crore)
	2022-23		
	2023-24		
	2024-25		
	(Only company figures need to be mentioned. Not to include group/subsidiary Company figures)	(Mention the above amount in INR only)	
	No. of Technical Staff available with ATM expertise.		

N.B. Enclose copies of Audited Balance Sheet along with enclosures

(Signature)

(In the capacity of)

Duly authorized to sign bid with seal for & on behalf of (Name & Address of the Bidder)

*In case the audited financials for the year 2024-25 is not finalized, audited balance sheet of 2023- 2024 should be submitted

3. Annexure C- Confirmation to Eligibility Criteria

GEM BID NO: _____

We confirm having complied with all the prescribed eligibility Criteria as under:

S No	Eligibility Criteria	Compliance Yes/No	Document to Furnish
1	The bidder has to submit Integrity Pact (IP) signed by authorized signatory as prescribed format mentioned in Annexure-O on Rs.500 stamped paper in advance (not prior to issuance of RFP) or at the time of bid submission. Non submission of IP Pack or Submission of IP Pact with omission or commission shall be liable for rejection.		Integrity Pact as per Annexure- O is to be submitted.
2	The bidder should be a company registered in India as per Company Act 1956 /2013 or a partnership firm / a Limited Liability Partnership (LLP) company under the Limited Liability Partnership Act 2008 in India and should be in existence for last 3 years from the date of issuance of RFP.		Certificate of incorporation / certificate for commencement of business along with the copies of Memorandum and Articles of Association and full address of the registered office is to be submitted
3	Bidder should have provided ATM Managed services for at least 3000 ATMs/CRMs in India for single scheduled commercial Bank at least one year at any time during last three F.Y year (01.04.2022 to 31.12.2025). The managed services provided should include all the below mentioned services; 1. ATM Help Desk, Remote Monitoring of ATM Network, First Line Maintenance (FLM) services and incident Management. 2. Cash Management & Replenishment. 3. EJ Pulling activities. 4. Content distribution services. 5. Housekeeping.		The bidder has to submit letter from Bank.

4	<p>The bidder should have owned operated Managed service centre situated in India either in own premises or managed premises, which should have been in operation for at least 3 years. The management centre should have Disaster Recovery and Business Continuity Plan in place.</p>		<p>Details of the Managed Service centre and tool with complete details and complete address. latest BCP copy to be submitted by the Bidder.</p>
5	<p>Bidder should have valid ongoing ATM Managed services contracts minimum for 4000 ATMs and cash replenishment services contracts minimum for 1000 ATMs as on 31.12.2025.</p>		<p>Letter from the Bank clearly stating that the services are satisfactory.</p>
6	<p>The bidder should have minimum average annual turnover of Rs.250.00 Crore in the last 3 financial years i.e. 2022-23, 2023-24 and 2024-25 as per the audited balance sheet available at the time of submission of tender. In case the audited financials for the year 2024-25 is not finalized, audited balance sheet of 2023-24 should be submitted. If the audited financials for the year 2024-25 is not finalized, Bidder should also provide certificate that audit is not completed. This must be the individual company turnover and not that of any group of companies.</p> <p>Note: Bank Shall Follow Govt Guidelines/Notifications for Public Procurement. As per Policy Circular No.1(2)(1)/2016-MA dated 10.03.2016 issued by GOI and F.20/2/2014-PPD (Pt) dated 20.09.2016, Bank may relax condition of prior turnover and prior experience with respect to Micro and Small Enterprises and Startups subject to meeting of quality and</p>		

	technical specifications.		
7	The Bidder should have 24X7 Machine support centre in India with help line number and Managed Services infrastructure pan-India in at least 30 location identified by the Bank including all the State Capitals in India as mentioned in the list to provide support. Bidder should be able to provide support to Bank's Machines & cash replenishment services at all the locations within Pan India		Details should be submitted as per Annexure Z
8	Bidder should have positive net worth in the last 3 financial years i.e. 2022-23, 2023-24 and 2024-25. In case the audited financials for the year 2024- 25 is not finalized, audited balance sheet of 2023-24 should be submitted. If the audited financials for the year 2024-25 is not finalized, Bidder should also provide certificate that audit is not completed. Net worth should not be negative as on 31.03.2024/31.03.2025 and also Should have not eroded by more than 30% in the last three years, ending on 31.03.2024/31.03.2025.		Copies of the audited balance sheet and Profit & Loss Statement of the company with UDIN of Chartered Accountant showing the same is to be submitted.
9	The Bidder should have its 24X7 operated Remote Management Centre office in India either in own premises or managed premises.		Details should be submitted as per Annexure AD
10	The Bidder/s must have Machine monitoring system, which will be provided to the Bank to monitor the functionalities of the Machine from the Bank's Head Office, Zonal/Zonal Offices and any of the office of the Bank in India.		Machine Monitoring system: User Manual containing screen shots of the solution to be provided.

11	<p>The Bidder should have an operational DR site with 100 percent replica of DC site (apart from DC site) situated in different seismic zones in India and a Business Continuity Plan (BCP) in place to ensure that the Bank's data is not lost or Bank's operations are not affected in case of worst situation like disaster, calamity etc.</p>		<p>DR site: Bidder to provide details of the location and facilitate visit of Bank officials to the site if required. BCP: Copy of BCP to be attached</p>
12	<p>The Bidder / Support Vendor 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 THREE years preceding the date of submission of bid. If a bidder chooses not to disclose any such issue, and the same comes to Bank's notice at a later date, the Bank will be free to revoke any contract entered with the Vendor and invoke Bank Guarantee at its discretion.</p>		<p>Undertaking to be submitted in the bidder's letterhead.</p>
13.	<p>The companies or firms or it's subcontractors bidding for the above tender, should have not been blacklisted/terminated contract by any of Government Authority or Public Sector Undertaking (PSUs). The bidder shall give an undertaking (on their letter head) that they have not been blacklisted by any of the Govt. Authority or PSUs. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs, the same must have been either withdrawn by the concerned authority or set aside by the final order/judgment passed by the Court/Forum as on date of submission of the tender, otherwise the bid will not be considered. It is further clarified</p>		<p>Undertaking to be submitted in company's letterhead as per Annexure-AE.</p>

	that any interim stay order passed by any Court/Forum in favour of bidder against its blacklisting shall not be considered by Bank as the bidder having satisfied/fulfilling the eligibility criteria under this clause.		
14	The Bidder should provide undertaking that any of its 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 has not participated in the bid process.		Letter of confirmation on company letter head duly signed by authorized official to be submitted along with DIN of directors.
15	The Bidder is required to furnish proof of satisfactory performance for all Managed Services (MS) contracts currently and previously held with banking institutions. This evidence must be presented in the form of a certificate of satisfactory service, issued and signed by each respective bank. This documentation is essential for demonstrating the Bidder's relevant experience and capability to meet the requirements of the tender.		
16	The bidder must possess a well-established office infrastructure, including a professional workspace and a staff strength commensurate with the scale of the required services. The Bank reserves the right to conduct a physical site visit for verification of the premises and operational capacity. Any discrepancies found during this inspection or a failure to meet the specified standards may lead to the immediate disqualification of the bidder		

The following documents are enclosed in support of our claim)

SIGNATURE

(Name & Designation, seal of the firm)

4. Annexure D – Indicative Commercial Bid

(Successful bidder has to submit break up as per this format within 48 hours of completion of Reverse Auction)

Sr. No.	Description	Qty. (A)	Rates per month (B)	GST (C)	Total cost per month D= (A)*(B+C)	Total cost for 60 months E= D X60 (months)	Submitted Yes/NO
1	Incident Management services, Helpdesk and 24x7 monitoring of ATMs & MIS reports	1500	XXXX	XXXX	XXXX	XXXX	
2	First Line Maintenance, Consumables Replenishment, EJ Pulling & Software Distribution and Monitoring Dashboard	1500	XXXX	XXXX	XXXX	XXXX	
3	Cost of Support Staff at 30 RO/ZONE/CO	30	XXXX	XXXX	XXXX	XXXX	
4	House Keeping Services (Offsite ATMs Cash replenishment, services including end to end Cash Reconciliation has to be done with cassette swap method and MHA guidelines. However, *20 % Amount would be deducted with MHA and without cassette swap method services *30 % Amount would be deducted without MHA and with cassette swap method *50 % Amount would be deducted without MHA and without cassette swap	100	XXXX	XXXX	XXXX	XXXX	

method						
A. Total		XXXX	XXX X	XXXX	XXXX	

Note:

All the costs mentioned above in TCO must be quoted in Indian Rupees and in WORDS AND FIGURES inclusive of taxes and it is valid during the entire contract period. In case of any discrepancy, TCO quoted in words will be considered.

1. Payment will be made as per the payment terms mentioned in this RFP.
2. Quantity mentioned above is indicative only and it may vary based on requirement of Bank. Indicative quantity is mentioned for computing TCO only. Payment will be made for actual number of ATM's for services are availed.
3. Prices are exclusive of applicable Taxes i.e. GST (CGST/SGST/IGST).
4. The prices quoted should also include charges towards freight, forwarding, delivery, and installation, transit insurance charges till installation, transportation, configuration/reconfiguration, integration and commissioning of equipment.
5. Bank will not pay any additional charges other than those mentioned above whatsoever the case may be.
6. Cost of on-going system software maintenance / updates / patches / bug fixes / enhancements shall be borne by Bidder.
7. In case any acquisition/merger of OEM/SI, price quoted should remain valid till the contract period.
8. Bank is not bound to place any minimum order. The quantity will also be as per requirement.
9. Any penalty mentioned anywhere in this RFP / SLA shall also applicable and binding to the Bidder/Vendor.
10. We have ensured that the price information filled in the Commercial Offer at appropriate column is without any typographical or arithmetic errors. All fields have been filled in correctly.
11. Lowest Bidder (L1) will be determined by the price discovered through Reverse

Auction, which will be conducted for TCO, which consists of all mandatory services mentioned in Commercial Bid Format.

12. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
13. Bidders while participating in RFP should submit price element(s) in Financial bid only. Accordingly, all bidders are advised not to mention any price element(s) in the technical bid, else the offer shall be rejected as nonresponsive.

We M/s _____ hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated _____ and subsequent corrigendum and amendments related to Commercial bid.

Authorized Signatory:

Place:

Date:

Name & Designation:

Business Address & email id:

5. Annexure E – Compliance to RFP Terms & Conditions

GEM BID NO: _____

Date

SI No.	RFP Clause	Compliance (Y/N)
1	Schedule of Events & Bid Details:	
2	Abbreviations:	
3	Introduction:	
4	Definitions:	
5	Project overview:	
6	Broad Scope of Work:	
7	Utilization of Know-how and Personnel for Competitors:	
8	Conflict of Interest:	
9	Compliance with Statutory and Regulatory Provisions:	
10	Taxes and Duties:	
11	Publicity:	
12	Response	
13	Start of Services	
14	Procedure for FLM takeover:	
15	Maintenance and Resolution Time:	
16	ATM Downtime Calculation:	
17	Penalties	
18	Exclusions to liability for Penalty:	
19	Review of Managed Services:	
20	User Acceptance Test:	
21	Disaster recovery site	
22	Liaison with the Second Level Maintenance (SLM) service providers	
23	Extension of Contract Period	
24	Locations to be covered	
25	Software Licenses	
26	ATM Uptime Maintenance	
27	Clarification to RFP & Pre-bid Queries:	
28	Pre-bid Meeting:	
29	Amendment to RFP:	
30	Restriction on Procurement due to National Security:	
31	Preference to Make in India:	
32	Technical Offer/Technical Bid (TO/TB):	
33	Bid System Offer:	
34	Bid Preparation and Submission:	
35	Bid Security/Earnest Money Deposit (EMD):	
36	Performance Bank Guarantee:	
37	Hardware/Software Version:	
38	Documentation:	
39	Cost & Currency:	

40	Erasures or Alterations:	
41	Assumption, Presumptions, Modifications	
42	Technical Evaluation	
43	No Commitment to Accept Lowest or Any Bid	
44	Guideline on Procurement for Micro and Small Enterprises:	
45	Right to Alter Quantities:	
46	Delays in The Supplier's Performance:	
47	Patents Rights:	
48	Price Freezing:	
49	Terms of Execution of work: -	
50	Service Level Agreement:	
51	Liquidated Damages:	
52	Payment Terms	
53	Order Cancellation:	
54	Dispute Resolution:	
55	Force Majeure:	
56	Termination for Default:	
57	Termination for Insolvency	
58	Confidentiality	
59	Limitation of Liability:	
60	Governing Law and Disputes:	
61	Data Protection	
62	Limitation on promotion:	
63	Indemnity:	
64	Subcontracting:	
65	Set off:	
66	Exit clause:	
67	Language of Bid documents:	
68	Inspection:	
69	Audit:	
70	Splitting of the Bids.	
71	Normalization of Bids	
72	Correction of Error in Commercial Bid:	
73	Determination of L1 Price:	
74	Online Reverse Auction:	
75	Validity of Bids:	
76	Bid Ownership:	
77	Acceptance of Offer:	
78	Award of Contract:	
79	Project Execution:	
80	Execution of Agreement:	
81	Pricing:	
82	Third-party seamless Migration:	
83	General Order Terms:	
84	Roles & Responsibility during Project Implementation:	
85	Responsibilities of the Successful Bidder:	

86	Responsibility for Completeness	
87	Inspection of Records:	
88	Negligence:	
89	Assignment:	
90	Intellectual Property Rights:	
91	Corrupt and Fraudulent Practices:	
92	Integrity Pact:	
93	Amendments to the Purchase Order	
94	Modification/Cancellation of RFP:	
95	Hiring of Existing/Ex/Retired Employees of the Bank:	
96	Submission of Business Continuity Plan (BCP)	
97	Legal Disputes and Jurisdiction of the court	
98	Startup:	
99	Contract period:	
100	Rejection of Bid	
101	Termination of Contract	
102	Submission of bids	

SIGNATURE

(Name & Designation, seal of the firm)

6. Annexure F – Reference Site Details

GEM BID NO: _____
Date

	Reference 1	Reference 2
Name of the Bank		
Address of the Bank		
Contact Details (At least two contacts are to be provided for each reference)		
Contact 1 Name:		
Designation:		
Landline no.:		
Cell no.:		
E-mail id:		
Contact 2 Name:		
Designation:		
Landline no.:		
Cell no.:		
E-mail id:		
MS Centre interfaced with ATM Switch		
No. of ATMs under Managed Service		
No. of ATMs under Cash Replenishment Services		
Satisfaction level for ATMs Managed Services and Cash Replenishment services		
Satisfaction level of EJ pulling status of ATMs under MS		

SIGNATURE

(Name & Designation, seal of the firm)

7. Annexure G- Confirmation of Certificate Required for Cash Loading

GEM BID NO: _____

Date

Punjab & Sind Bank						
ATM id:		Location:				
Bank Official (1)	Signature:				Contact No:	
Bank Official (2)	Signature:				Contact No:	
Authorized Person of Cash Replenishment Agency (CIA):					Contact No:	
ATM RECONCILIATION						
i. Transaction Nos during the ATM cycle - From DD/MM/YYYY to DD/MM/YYYY						
ii. Sequence No, Date & Time of Last Transaction: xxxx Date: DD/MM/YYYY Time: HR:MN						
iii. Reconciliation on _____ (Date) _____ (Time)						
Sl no	Particulars	Rs 500	Rs. 200	Rs. 100	Total	
1	Opening balance of Cash in ATM (A)				00	
2	Total of Cash withdrawal transactions as per ATM Counters (B)				00	
3	Balance after accounting of transaction as per Counters (C) (C=A-B)				00	
4	Physical cash balance in the ATM before next refill (D)				00	
5	Cash Difference (E) (E=D-C) (+ for excess - for deficit)					
6	Replenishment for the day as per C3R (F)				00	
7	Closing Balance of Cash in ATM (G=D+F)				00	
8	Ledger balance (H) (Opening balance of Cash in Ledger)				00	
9	Replenishment for the day (I)				00	
10	Dispense as per Switch (J)				00	
11	Ledger balance after refill for the day (i.e. when transaction at 6 above is completed (K)				00	
12	Ledger difference (L=G-K)				00	
iv. Whether there is a continuing difference: Yes/No						

v. If Point No. iv is Yes -

a. What is the amount of difference

b. from which date is the difference is continuing

vi. Listing of transactions contributing to difference:

Sl no	Transaction Number	Amount
1	Receivable Card No. 12345*****12356 Date of Transaction : 25.03.2017, Time 15:02:47 RRN No: 193043	-200

Please Note: 'ATM Counters Receipts' which includes Cash Balances in various cassettes to be attached to the report

8. Annexure H – Compliance Certificate

GEM BID NO: _____

Date

To,

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

Dear Sir,

Ref: Bank's RFP For ATM Managed Services(Onsite and Offsite ATMs)and Cash Replenishment Services for Offsite ATMs Having examined the tender document including all Annexure, the receipt of which is hereby duly acknowledged, we the undersigned offer to ATM Managed (Onsite and Offsite ATMs)and Cash Replenishment Services for Offsite ATM at Punjab & Sind Bank in conformity with the said tender document and in accordance with our proposal and the schedule of prices indicated in the price bid and made part of this tender.

1. If our bid is accepted, we undertake to complete the project within the scheduled timelines.
2. We confirm that this offer is valid for 180 days from the last date for submission of tender document to Punjab & Sind Bank.
3. This bid together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.
4. We undertake that in competing for and if the award is made to us, in executing the subject contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
5. We agree that Punjab & Sind Bank is not bound to accept the lowest or any bid that Punjab & Sind Bank may receive.
6. We undertake/assure that we will not redistribute/misuse any software/ documents/resource provided by the Bank and be used exclusively for the implementation of this project. If otherwise happens, we will undertake to bear the loss and consequences and agree to indemnify the loss incurred to the Bank.
7. We undertake that we will follow the OEM policy in respect of RFP requirement. We further undertake that we will be liable for any penalty due to non-compliance of OEM policy and will bear the whole cost for compliance and penalty if any.
8. As on date, we are not in the blacklist of any of Government Authority or Public Sector Undertaking (PSUs).
9. We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in this RFP including all the addendum, corrigendum etc. (Any deviation may result in disqualification of bids).

SIGNATURE (Name & Designation, seal of the firm)

9. Annexure I - Certificate from Bank

GEM BID NO: _____

Date

Bank Letter Ref No:

TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/s _____ has provided Managed Services to our _____ organization since _____ for _____ (brief description of the services provided).

The Manages services except Cash replenishment services have been provided for ___ no. of ATMs / CRMs etc. as on_____.

The Cash replenishment and management services have been provided for ___ no. of ATMs / CRMs etc. as on_____.

The services rendered by the _____ (Name of the bidder) is prompt and satisfactory and there are no adverse observations as regards to the services rendered by the _____ (Name of Bidder).

Our coordinates for further details in this regard is as under:

Name of Official	
Designation	
Mobile no	
Email Id	
Address	

SIGNATURE

(Name & Designation, seal of the Bank)

10. Annexure J- Bank Guarantee Format for EMD

GEM BID NO: _____

To,

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

Dear Sir,

In response to your invitation to Request for Proposal (RFP) for ATM Managed Services and Cash Replenishment Services for Offsite ATMs published on the GeM portal, dated _____ and subsequent corrigendum/amendments. _____(Vendor name) having its Registered Office at _____(hereinafter called the 'Vendor') wishes to respond to the said Request for Proposal (RFP) and submit its proposal/bid ATM Managed Services and Cash Replenishment Services for Offsite ATMs.

Whereas the 'Vendor' having submitted their proposal in response to RFP, We _____Bank incorporated under the Companies Act 1956 and carrying on the business of Banking under the Banking Regulation Act, 1949, having its registered office at _____and one of its branch office at _____(hereinafter referred to as the '**Bank**' which expression shall, unless repugnant to the context or meaning thereof, includes its successors, administrators, executors and assigns) hereby irrevocably guarantee an amount of Rs. **3,12,00,000** (Three Crore Twelve Lakh only) as bid security as required to be submitted by the 'Vendor' as a condition for participation in the said process of bidding and selection under the RFP. The Bid Condition for which this guarantee is given is liable to be enforced/ invoked:

1. If a Bidder withdraws its bid during the period of bid validity;
2. If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract.
3. if the Successful bidder fails to provide confirmation on the price quoted during reverse auction.
4. In case if the shortlisted Bidder does not participate in the reverse auction at least by way of logging in.
5. In case of a successful Bidder, if the Bidder fails:
 - (a) To execute Contract within the stipulated time
 - (b) To accept the Purchase Order issued by Punjab & Sind Bank within the time stipulated in the RFP.
 - (c) To furnish Performance Bank Guarantee as stipulated in the RFP or the Purchase Order

We undertake to pay only on receipt of a written demand from you on or before _____ to Punjab & Sind Bank the said amount of Rs. **3,12,00,000** (Three Crore Twelve Lakh only) without any reservation, protest, or demur, 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 guaranteed amount only on written demand made by Punjab & Sind Bank on or before the expiry of this Bank guarantee which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Vendor.

Notwithstanding anything contained herein:

- 1) Our liability under this Bank guarantee shall not exceed Rs. **3,12,00,000** (Three Crore Twelve Lakh only) This Bank guarantee will be valid up to __and
- 2) We are liable to pay the guaranteed amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before __

The Bank, through the authorized officer has sets its hand and stamp on this _____day of _____at _____.

SIGNATURE AND SEAL OF BANK

11. Annexure K- Bid Query Format

GEM BID NO: _____

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.):

Sl. No.	RFP no.	Page	RFP Point /Section	RFP Clause	Bidder's Queries/Suggestion /Deviation/Remarks	Bank Response

Queries which are not in the above format will not be answered.

Place:

Date:

Signature:

e:

Name and Designation

Business Address:

12. Annexure L - Details of Office/Branches/Service Centres.**GEM BID NO: _____**

S.N.	Zone Office	Address
1	Agra	Agra City, Dist. Agra, Uttar Pradesh-282002
2	Amritsar	Hall Bazar , Chowk Phawara, Amritsar-143001
3	Bareilly	97/2 Tulasherpur Pilibhit bypass road, Bareilly, UP - 243005
4	Bhatinda	100 Ft Road, Civil Station. Bhatinda, Punjab - 151001
5	Bhopal	2nd Floor, Behind SBI, Kolar Road, Akbarpur, Bhopal Pin-462042
6	Chandigarh	SCO 84-91, Second Floor , Sector 17-B, Bank Square Chandigarh-160017
7	Chennai	1 st Floor, 770A, Anna Salai, Chennai
8	Dehradun	30, I & s Building, Mohabbewala, Saharanpur road, Dehradun - 248002
9	Delhi - 1	Sidhartha Enclave, Ashram Chowk, New Delhi - 110014
10	Delhi - 2	Second floor, 38 / 39 Industrial Area, Naraina- Phase – I, New Delhi- 110028
11	Faridkot	Red Cross Bhawan, Sadiq Chowk, Faridkot - 151203.
12	Gandhi Nagar	Unit No.4, 3rd Floor, Gift Tower One, Gift City, Gandhinagar, Gujarat 382355
13	Gurdaspur	Opposite Puda Colony, Near Babri By-pass, Batala Road, Gurdaspur - 143521
14	Gurgaon	Institutional Plot 151, Sector -44 , Gurgaon, Haryana - 122003
15	Guwahati	Sethi Trust Building, 2nd Unit, 4th Floor,Bhangagarh,Guwahati-781022
16	Hoshiarpur	SCO-23 1st & 2nd Floor, Sant Harchand Singh Longowal Nagar, Chandigarh Road, Hoshiarpur, Punjab – 146 001
17	Jaipur	30-31, Mohan Tower, Prince Road, Vidyut Nagar, Ajmer Road, Jaipur, Rajasthan- 302021
18	Jalandhar	Model Town, Jalandhar -144002
19	Kolkata	14/15, Old Court House Street, Kolkata - 700001
20	Lucknow	1st Floor, Plot No-CP/47A, Satguru Tower, Sitapur Road Yojana,Sector-E,Janakipuram,Lucknow-226021
21	Ludhiana	Bhai Bala Chowk, 5th floor, Noble Enclave, Ludhiana – 141001
22	Moga	Moga City, Dist. Moga, Punjab - 142001
23	Mumbai	Punjab & Sind Bank Mumbai Zonal Office 27/29 Ambalal Doshi Marg Fort Mumbai 400 001
24	Noida	First Floor 1-A , Block C ,Sector 63 Noida(U.P) Pin 201307
25	Panchkula	SCO- 76, Sector-5 Panchkula, Haryana-134109
26	Patiala	Rajbaha Road, Patiala - 147001.
27	Patna	Patna city, Dist. Patna, Bihar- 800001
28	Varanasi	City Varanasi, Dist. Varanasi, Uttar Pradesh- 221001
29	Vijayawada	H.No.54-14-4C/1, Fourth Floor, R.K Galleria, Service Road, Srinivasanagar Bank Colony, Beside Sweet Magic, Vijayawada, AP. - 520008

Note: The Region may change as per the Bank discretion.

SIGNATURE

(Name & Designation, seal of the firm)

Place

Date

PUNJAB AND SIND BANK

Annexure M – Management Centre details of the Bidder:

Sr. No.	Item	Existing Details	Details of Additional requirements necessary for undertaking proposed
1	Management Centre Operational since		
2	No of ATMs, the management centre is designed to support		
3	Number of Banks for whom management service have been undertaken (mentioned names of the Banks and number of ATMs managed -		
4	No of Banks for whom MS presently being undertaken (mention names of the Banks and number of ATMs under management)		
5	Number of personal employed on full time basis for management centre activities		
6	Number of own / part time employees if any		
7	Number of shifts in 24 hours period		
8	Substitution arrangement in case of emergencies		
9	Number of own employees details for each major services at the management activities		
	- Incident Management System		
	- Remote Enterprise Management System		
	- Cash Management		
	- Help Desk		
	- Management of Subcontractors for FLM, consumables, cleaning, cash replenishment, Deposit pick up		
	- Supervisors		
	- Managers		
	- Total Number of skilled employees		

SIGNATURE

(Name & Designation, seal of the firm)

Place Date

12. Annexure N – Details of Managed Services currently undertaken by the Bidder
 (Bank-wise: Please attach separate sheets for each Bank)

Sl. No.	Item	(Yes/No)
1.	Supply of ATMs	
2.	Supply of Site Infrastructure Equipment's	
3.	Site Preparation	
4.	AMC of ATM /CD	
5.	AMC of Site Infrastructure Equipment's	
6.	Managed Services for ATM operations	
	a) CD Management Centre Infrastructure Including Data Security Systems	
	b) Incident Management	
	c) CD Monitoring	
	d) Help Desk	
	e) Consumable Management	
	f) MIS and Settlement Reports	
	g) ATM Single Point of Contact	
	h) Software Distribution from Management Centre	
	i) Cash Forecasting	
	j) Escalation	
7.	Disaster Recovery Site for Managed Services	
8.	Field Level Services	
	a) First Line Maintenance	
	b) Site Maintenance	
	c) Consumables Replenishment	
	d) Deposit Pickup	
	e) Cash Replenishment	

SIGNATURE

(Name & Designation, seal of the firm)

Place

Date

13. Annexure O – Pre-Contract Integrity Pact

Pre-Contract Integrity Pact

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

GEM BID NO: _____

INTEGRITY PACT

Between

Punjab & Sind Bank having its registered office at Punjab & Sind Bank, Head Office ATM Cell, 2nd Floor, Plot No. 151, Sector 44, Gurugram -122003 hereinafter referred to as “The Principal,” and _____ hereinafter referred to as “The Bidder/ Contractor.”

Preamble

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

To achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the abovementioned principles.

Section 1 – Commitments of the Principal

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. No employee of the Principal, personally or through family members, shall 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 shall treat all Bidder(s) with equity and reason during the tender process. The Principal shall, in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in the tender process or the contract execution.
 - c. The Principal shall exclude from the process all known persons having conflict of interest.
- 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 shall inform the Chief Vigilance Officer and in addition shall initiate disciplinary proceedings.

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

- 1) The Bidder(s)/ Contractor(s) commits themselves to take all measures

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

- a. The Bidder(s)/ Contractor(s) shall 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 they are not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or the execution of the contract.
 - b. The Bidder(s)/ Contractor(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in violation of the Competition Act, 2002 (as amended from time to time). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the tender process.
 - c. The Bidder(s)/ Contractor(s) shall not commit any offence under the relevant IPC/PC Act; further, the Bidder(s)/ Contractor(s) shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers," shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian agent/representative must be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed on Annex hereto.
 - e. The Bidder(s)/ Contractor(s) shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision.
- 2) The Bidder(s)/ Contractor(s) shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from the 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 laid down procedure to debar the Bidder(s)/Contractor(s) from participating in the future procurement processes of the Punjab & Sind Bank.

Section 4 – Compensation for Damages

- 1) If the Principal has disqualified the Bidder(s) from the tender process before the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- 1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes an incorrect statement on this subject, the Principal shall act like para 2) of Section 4 above.

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

In the case of Sub-contracting, the Principal Contractor shall take responsibility for adopting the Integrity Pact by the Sub-contractor.

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

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

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

Section 8 – Independent External Monitor

- 1) The Principal shall appoint competent and credible Independent External

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

- 2) The Monitor is not subject to instructions by the parties' representatives and performs their functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for them to treat the information and documents of the Bidders/Contractors as confidential. They report to the Management of the Principal.
- 3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, all Project documentation of the Principal, including that provided by the Contractor. Upon their request and demonstration of a valid interest, the Contractor shall also grant the Monitor unrestricted and unconditional access to their project documentation. The same applies to Sub- contractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and 'Absence of Conflict of Interest.' In case of any conflict of interest arising later, the IEM shall inform the Management of the Principal and recuse themselves from that case.
- 5) The Principal shall provide the Monitor with sufficient information about all meetings among the parties related to the Project, provided such meetings could impact the contractual relations between the Principal and the Contractor. The parties offer the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, they shall inform the Management of the Principal and request the Management to discontinue or take corrective action or other relevant action. The Monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
- 7) The Monitor shall submit a written report to the Management of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Management of the Principal a substantiated suspicion of an offence under the relevant IPC/ PC Act, and the Management of the Principal has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the contract has been awarded. Any violation of the same would entail disqualifying 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 the Management of the Principal.

Section 10 – Other provisions

- 1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the place from where the Tender/ Contract is issued.
- 2) Changes, supplements, and termination notices must be submitted 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 shall strive to come to an agreement according 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 Annex, the Clause in the Integrity Pact shall prevail.

(For & On behalf of the Principal)

(Office Seal)

Place.....Date

Witness 1: _____

(Name & Address

(For and on behalf of Bidder/ Contractor)

(Office Seal)

Witness 1: _____

(Name & Address

14. Annexure P– Bid Security Declaration**GEM BID NO:** _____**Date****To,**

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

Dear Sir,

Subject: Bank's RFP For ATM Managed Services(Onsite and Offsite ATMs)and Cash Replenishment Services for Offsite ATMs

We _____ (Bidder name), hereby declare that if we withdraw/modify our bids during period of bid validity, our participation in future tenders is liable to be suspended for 5 years from the date of submission of Bid.

We, also hereby declare that:

1. If a Bidder withdraws its bid during the period of bid validity;
2. If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract.
3. if the Successful bidder fails to provide confirmation on the price quoted during reverse auction.
4. In case of shortlisted Bidder does not participate in the reverse auction at least by way of logging in.
5. In case of a successful Bidder, if the Bidder fails:
 - (a) To execute Contract within the stipulated time
 - (b) To accept the Purchase Order issued by Punjab & Sind Bankas stipulated in the RFP
 - (c) To furnish Performance Bank Guarantee as stipulated in the RFP or the Purchase Order

Then, our participation in future tenders is liable to be suspended for 5 years from the date of submission of Bid.

Yours faithfully,

Date:

For _____

Signature _____

Name _____

Authorized Signatories

(Name & Designation, seal of the firm)

15. Annexure Q- Certificate of Local Content

GEM BID NO: _____

Date: _____

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

To

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

Dear Sir,

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

1. This is to certify that proposed _____ services as per scope of work mentioned in the indicative commercial bid is having the local content of _____% as defined in the above-mentioned RFP and amended thereto.
2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BE-II) dated May 28, 2018 - Revision order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and as per subsequent guidelines issued by Govt of India procurement manual updated up to June 2022 and clarification office memorandum 04th March, 2021.

**Signature of Statutory Auditor/
Cost Auditor
Registration
Number: Seal
Date
UDIN No**

Counter-

signed: Bidder

16. Annexure R – Confidentiality / Non-Disclosure Agreement

(To be executed on Rs. 500 Stamped Paper)

GEM BID NO: _____

This CONFIDENTIALITY AGREEMENT (the “Agreement”) entered into on this ___ day of ___ 2026, and shall be deemed to have become in full force and effect from _____ (the “Effective Date”).

BY and between M/s. _____ a company incorporated under the provisions of the Companies Act _____, having its registered office at _____ (hereinafter referred to as “Prospective Bidder” and/or the “Receiving Party”, which expression shall, unless it be repugnant or contrary to the context or meaning thereof, mean and include its, successors and permitted assigns) of the ONE PART;

AND

Punjab & Sind Bank, a corresponding new Bank constituted under Section 3 of the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970, having its Corporate Office at NBCC Office Complex, Block 3, East Kidwai Nagar, New Delhi - 110023 (hereinafter referred to as “Bank” and/or the “Disclosing Party”, which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns), of the OTHER PART.

The Prospective Bidder and the Bank shall hereinafter, wherever the context so permits, be jointly be referred to as “Parties” and individually as a “Party”.

In this Agreement, “Affiliate” means any entity which from time to time Controls, is Controlled by or is under common Control with the relevant party or entity, where “Control” means having the ability (including, without limitation, by means of a majority of voting rights or the right to appoint or remove a majority of the board of directors) to control the management and policies of an entity.

WHEREAS:

Prospective Bidder, inter-alia, is engaged in the business of providing IT enabled solutions and services to various business entities in India and abroad.

Bank has agreed to disclose, transmit, receive, and/or exchange certain “confidential information” to cover the business transaction between the Parties for the provision of services related to “_____” (“the Purpose”) as more particularly described in the _____.

NOW THIS AGREEMENT WITNESSETH AS HERE UNDER:

Interpretation

In this Agreement “Confidential Information” means all information belonging to the Disclosing

Party that is or shall be disclosed to the Receiving Party by the Disclosing Party in connection with the business transacted/ to be transacted between the Parties and the Purpose. Confidential information shall also include any copy, abstract, extract, sample, note or module thereof. The

Receiving Party may use the Confidential Information solely for and in connection with the business transacted/ to be transacted between the Parties and the Purpose.

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes or is in possession of the Receiving Party, legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

Confidentiality:

Except to the extent as agreed herein, the Receiving Party agrees to regard, preserve, and keep as secret and confidential all Confidential Information of the Disclosing Party or its clients or any member of their group disclosed under this Agreement. In maintaining confidentiality hereunder, the Receiving Party agrees and accepts that it shall not, either on its own account or jointly with or for any other person, firm, company or any other entity, without obtaining the written consent of the Disclosing Party:

- disclose, transmit, reproduce, or make available any such Confidential Information to any person firm, company, or any other entity other than its directors, partners, advisers, agents or employees, who need to know the same for the purpose of evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the Purpose aforesaid; or
- use the Confidential Information for any purpose other than evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the Purpose for which it is disclosed; or
- disclose, announce, or otherwise publicize the existence of its association with the Disclosing Party or the existence of the project with the Disclosing Party or any other arrangement (existing or possible) between the Disclosing Party, its clients, Affiliates or itself in connection with any project/assignment; or
- use any such Confidential Information for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its clients or Affiliates or any member of their group or their projects.
- The Receiving Party also agrees and accepts that it shall:
- use at least the same degree of care in safeguarding such Confidential Information as

it uses for its own Confidential information of like importance and such degree of care shall be at least that which is reasonably calculated to prevent any inadvertent disclosure;

- keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
- limit access to such Confidential Information to those of its (including its Affiliates") directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information in the manner prescribed in this Agreement; and
- upon discovery of any disclosure or suspected disclosure of Confidential Information, to take reasonable effort, as per the circumstances, to inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information, in whatsoever form, including any and all copies thereof.

Return or destruction:

The Receiving Party may, upon completion of the Purpose mentioned aforesaid or at any time on receipt of a written demand from the Disclosing Party:

- i) immediately return all written Confidential Information and all copies thereof provided to, or produced by, it or its advisers, as the case may be, which is in such Party's possession or under its custody and control;
- ii) to the extent practicable, but without prejudice to the obligations of confidentiality herein, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;
- iii) so far as it is practicable to do so (but, in any event, without prejudice to the obligations of confidentiality contained in this Agreement), immediately expunge any Confidential Information relating to the Disclosing Party or its clients or Affiliates or any member of their group or their projects from any computer, word processor or other device in its possession or under its custody and control.

Permitted disclosure:

The provisions of paragraph 2 shall not restrict any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practicable to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the opportunity for the Disclosing Party to contest such disclosure or otherwise to agree the timing and content of such disclosure.

Ownership of Information:

Except to the extent as agreed herein, the Confidential Information and copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party or its clients or

Affiliates and its disclosure shall not confer on the Receiving Party any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Agreement.

No Representation:

Neither the disclosure, transmission receipt or exchange of Confidential Information nor anything else in this Agreement will constitute an offer by or on behalf of the Disclosing Party or be construed as soliciting any business or organization changes or any assurance of any business commitment or an inducement to incur / undertake any obligations not specified herein and neither Party will be under any obligation to accept any offer or proposal which may be made by the other or on behalf of such other Party.

Remedies and Relief:

The Parties hereto acknowledge that remedies at law may be inadequate to protect the Disclosing Party or its clients or Affiliates against any actual breach of this Agreement by the Receiving Party, and, without prejudice to any other right and remedies otherwise available to the Disclosing Party or its clients or Affiliates, the Receiving Party agrees that Disclosing Party has a right to seek injunctive relief in its favour upon proof of actual damage and upon establishment of the fact that such actual damage has taken place due to reasons directly attributable upon the Receiving Party. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or equity. Disclosing Party shall be entitled to recover its cost and fees, including Advocates'/counsel's' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing Party shall be entitled to recover its cost and expenses including Advocates'/counsel's' fees.

No Assignment

This Agreement shall not be assigned by the Prospective Bidder, by operation of law or otherwise, without the prior written consent of the Bank. This Agreement shall inure to the benefit of and will be binding upon the Parties' respective successors and permitted assigns.

Severability

In the event that any of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect by a Court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions contained in this Agreement will not be in any way affected or impaired by such a finding.

Delay or Waiver

No delay or failure of either Party in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver or an expectation of non-enforcement of such right or any other rights hereunder. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the Party against whom such waiver is sought to be enforced. A waiver or consent given by either Party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

Notices

Notices as required by this Agreement shall be sent to the Parties at the addresses mentioned

first herein above or such other addresses as the Parties may designate from time to time, and shall be sent by certified or registered mail with acknowledgement due on receipt.

Term

This Agreement shall commence from the Effective Date of this Agreement and shall be valid for a period of 5 years therefrom, except if terminated by the Bank at an earlier date, at the sole discretion of the Bank, by giving written notice to effect the same. Confidentiality obligations under this Agreement shall continue to be binding and applicable without limit in point in time, except and until such information enters the public domain, without breach of the Agreement. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

Governing Law

The provisions of this Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts in New Delhi.

Indemnity

The Receiving Party agrees to indemnify and hold harmless the Disclosing Party against all costs, liabilities, losses and claims incurred by the Disclosing Party as a result of a breach of this Agreement.

Modification

Modification to any of the provisions of this Agreement shall be void unless it is writing and duly executed by the Parties.

Headings

The headings given herein above are for ease of reference only and shall not attach or have any effect/ meaning whatsoever contrary to what is stated in the Agreement.

1. Counterparts

This Agreement has been signed in duplicate, each of which shall be deemed to be an original. The exchange of a fully executed Agreement (in counterparts or otherwise) shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES ON THIS ____ DAY OF ____ 2025

Signed and delivered by

Signed and delivered by

M/s _____

Punjab & Sind Bank Signed by:

Signed by:

Name

Name

Title

Title

in the presence of

Witness

in the presence of

Witness

PUNJAB AND SIND BANK

17. Annexure S - Restriction on Procurement due to National Security

GEM BID NO: _____

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

Date:

To,

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

Dear Sir,

Ref.: RFP No.: _____ Dated: _____

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

Yours faithfully,

Authorized

Signatory Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

18. Annexure T- Information Security Certificate

(This certificate is to be rendered on Letterhead of the bidder)

GEM BID NO: _____

Place:

Date:

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

This is to certify that–

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

**Yours faithfully,
Authorized Signatory
Name:
Designation:
Vendor's Corporate Name
Address
Email and Phone #**

19. Annexure U- Declaration for

Compliance GEM BID NO: _

CERTIFICATE & DECLARATION

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

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

Date
Place

Signature of Authorized Signatory Name of Signatory:

Designation:

Seal of Company:

20. Annexure V – Know Your Employee (KYE) Clause

GEM BID NO: _____

(Bidder has to submit Undertaking on company letter head as per format given below).

UNDERTAKING

1. We _____(name of the company) hereby confirm that all the resource (both on-site and off-site) deployed/to be deployed on Bank's project for _____(Name of the RFP) have undergone KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy. We further ensure that information used for the due diligence is current and not more than 12 months old.
2. We further undertake and agree to save defend and keep harmless and indemnified the Bank against all loss, cost, damages, claim penalties expenses, legal liability because of non- compliance of KYE and of misconduct of the employee deployed by us to the Bank.
3. We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report, character certificate, ID card copy, Educational document, Credit history, etc.) to Bank before deploying officials in Bank premises for _____(Name of the RFP).
4. We further agree that, any device/gadget will be used only for official purpose and it will not be connected to Bank's Network.
5. We further agree that, any license violation on our part shall not put Bank at risk. Bank shall reserve the right to audit the license usage of the Vendor or shall ask the Vendor to take undertaking of non-violation of license.

Signature of Competent Authority with company seal _____

Name of Competent Authority _____

Company / Organization _____

Designation within Company / Organization _____

Date _____

Name of Authorized Representative _____

Designation of Authorized Representative _____

Signature of Authorized Representative _____

Verified above signature

Signature of Competent Authority _____

Date _____

Place:

Date:

Signature

Name &

Designation:

Business Address:

21. Annexure W – Certificate for Confirmation of MSME**GEM BID NO:** _____**(in Letter head of Chartered Accountant)****Date:****TO WHOMSOEVER IT MAY CONCERN**

This is to certify that M/s. _____, having registered office at _____ has made an original investment of Rs. _____/- in _____, and Turnover is Rs. _____, as per Audited Balance Sheet as on 31.03.2025 Further we certify that the Company is classified under SME as per MSME Act 2006.

We have checked the books of the accounts of the company and certify that the above information is true and correct.

Chartered Accountant Firm Name

Signature

Name

Reg.No

VID No.


 Firm
Seal

22. Annexure X– Format of Performance Bank Guarantee

GEM BID NO: _____

(Covering Delivery obligations)

NOTE:

1. This guarantee should be furnished by a Nationalized Bank / Scheduled Bank, other than Punjab & Sind Bank, as per the following format.
2. This Bank guarantee should be furnished on stamp paper value as per Stamp Act. (not less than Rs. 500/-).
3. The stamp paper should be purchased either in the Name of the Bank executing the Guarantee or in the name of Punjab & Sind Bank.
4. 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.
5. This Bank Guarantee should be directly sent to the Punjab & Sind Bank by the Issuing Bank under Registered Post with Acknowledge Due.

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

Dear Sir,

In consideration of Punjab & Sind Bank, Head Office ATM Cell, 2nd Floor, Plot No. 151, Sector 44, Gurugram -122003, placing an order for__ on _____ having registered office at _____ (hereinafter called the Vendor) as per the purchase order issued to the Vendor vide purchase order reference no _____ dated _____ (hereinafter called the said contract), we

_____ (Name of the Guarantor Bank), a 'scheduled Bank', issuing this guarantee through its branch at _____ presently located at _____ (hereinafter called the Bank), do hereby irrevocably and unconditionally guarantee the due performance of the Vendor as to the contract and as per the Bank's RFP For ATM Managed Services(Onsite and Offsite ATMs)and Cash Replenishment Services for Capex ATMs as per the said contract entered into by the Vendor with you.

If the said Vendor fails to implement or maintain the system or any part thereof as per the contract and on or before the scheduled dates mentioned therein, we _(Name of the Guarantor Bank), do hereby unconditionally and irrevocably agree to pay the amounts due and payable under this guarantee without any demur and merely on demand in writing from you during the currency of this guarantee stating that the amount claimed is due by way of

failure on the part of the Vendor or loss or damage caused to or suffered / or would be caused to or suffered by you by reason of any breach by the said Vendor of any of the terms and conditions of the said contract or RFP, in part or in full. Any such demand made on us shall be conclusive as regards the amount due and payable under this guarantee.

We _____(Name of the Guarantor Bank), further agree that this guarantee shall continue to be valid unless you certify that the Vendor has fully performed all the terms and conditions of the said contract and RFP and accordingly discharge this guarantee, or until _____, whichever is earlier.

Unless a claim or demand is made on us in writing under this guarantee on or before _____, we shall be discharged from all our obligations under this guarantee. If you extend the scheduled dates of performance under the said contract, as per the terms of the said contract, the Vendor shall get the validity period of this guarantee extended suitably and we agree to extend the guarantee accordingly at the request of the Vendor and at our discretion, provided such request is served on the Bank on or before ___.

Failure on part of the Vendor in this respect shall be treated as a breach committed by the Vendor and accordingly the amount under this guarantee shall at once become payable on the date of receipt of demand made by you for payment during the validity of this guarantee or extension of the validity period.

You will have fullest liberty without affecting this guarantee to postpone for any time or from time to time, the exercise of any of your rights or powers against the Vendor and either to enforce or forebear to enforce any or all of the terms and conditions of the said contract or RFP.

We shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Vendor or any other forbearance act or omission on your part or any indulgence by you to the Vendor or by any variation or modification of the said contract or any other act, matter or thing whatsoever, which under the law relating to sureties would but for the provisions hereof, have the effect of so releasing us from our liability hereunder.

In order to give full effect to the guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the Vendor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights if any which are in any way inconsistent with the above or any other provision of this guarantee.

The words the Vendor, the beneficiary of this guarantees i.e. Yourself, and ourselves i.e. _____(Name of the Guarantor Bank), unless repugnant to the context or otherwise shall include their assigns, successors, agents, legal representatives. This guarantee shall not be affected by any change in the constitution of any of these parties and will inure to the benefit of and be available to and enforceable by any absorbing or amalgamating or reconstituted company or concern, in the event of your undergoing any such

absorption, amalgamation or reconstitution.

This guarantee shall not be revocable during its currency except with your prior consent in writing. This guarantee is non-assignable and non-transferrable.

Notwithstanding anything contained herein above:

- I) Our liability under this Bank guarantee shall not exceed Rs...../- (Rupees _____)
- II) This Bank guarantee shall be valid up to _____(With 1 year claim period).
- III) We are liable to pay the guaranteed amount or any part thereof under this Bank guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before _where after it ceases to be in effect in all respects whether or not the original Bank guarantee is returned to us.

This guarantee deed must be returned to us upon expiration of the period of guarantee.

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)

23. Annexure Y– Details of Solutions provided by the Bidder.

Sl.	Item	System Details	Documentation Mandatory (Y/N)
1.	ATM Event / Incident Management Should comply to all the points mentioned in the RFP		YES
2.	Monitoring and Asset Tracking condition of ATM equipment Should comply to all the points mentioned in the RFP		YES
3.	Cash Optimization and Management Should comply to all the points mentioned in the RFP		YES
4.	Consumables monitoring and Management Should comply to all the points mentioned in the RFP		YES
5.	<p>Help Desk System: Should support Bank's ATMs/BNAs of different brands and models. Implement a system which should be auto driven and capable of identifying faults proactively on real time basis and initiate resolution process.</p> <p>Assign Ticket number on fault detection, update the ticket and escalate respective teams as per escalation matrix. On resolution of the fault, close the ticket</p> <p>All Tickets are to be tracked through an automated process and wherever tickets could not be resolved as per the agreed time lines, are to be escalated for early resolution</p> <p>Ticket history must be maintained for a minimum period of one Year Triggering alarm on incidents of unusual nature like tampering by untoward elements, supervisory activities at un-usual times other than the pre-defined times etc., are to be brought to the notice of the concerned authority.</p> <p>Automatic monitoring of exceeding level of thresholds to pre-empt Problems like - Dispenser failure - PIN failure - Card reader misreading - Communications failure - Journal printer failure</p> <p>24*7*365 Help Desk with Toll free number to report ATM/BNA related problems Should comply to all the points mentioned in the RFP</p>		YES

6	<p>Content Management Services: Bank provides list file/files as and when the same are to be loaded to the specified locations in ATMs/CRMs.</p> <ul style="list-style-type: none"> ➤ Bidder to copy files provided by the Bank to the specified directory locations in the ATMs/CRMs. ➤ File loading activity is to be initiated as per the instructions of the Bank. ➤ Software should have ability to manage and support multi brands ATMs/CRMs. There shouldn't be any additional charge for monitoring/managing new make of ATMs/CRMs. ➤ Software should be capable to screen changes dynamically. ➤ Software should be able to initiate and control advertng campaign. ➤ Any other requirements related to content management from time to time. ➤ Should comply to all the points mentioned in the RFP 		YES
7	<p>Remote enterprise management, including management of all other services connected with ATM network, e.g., communication and cash replenishment services Should comply to all the points mentioned in the RFP</p>		YES
8	<p>Software / Screen distribution through certified 3rd party agent viz. Novadigm / SDMS / Infobase/IqESD/ Radia/Tranxitec including Electronic Journal pulling operations Should comply to all the points mentioned in the RFP</p>		YES
9	<p>Bank has warranty/AMC arrangements with regard to the various equipment deployed at the sites like ATM/BNA, Air conditioners, UPS Systems etc. Once, problem with the concerned equipment is identified and that the same does not fall under the purview of the First Level Maintenance, the equipment has to be brought under the purview of the incidence management services. Bank will be providing the contact details of such Vendors and the Bidder given this activity must co-ordinate and resolve the issue. A report of such activity (Date and Time Problem reported and the date and Time of the problem resolved) needs to be provided to the Bank</p>		YES
10	<p>Bidder to have remote diagnostic tool to clear any errors in ATMs/CRMs.</p> <p>Alerts to be provided in the form of mobile/e-mail notifications for supply low cash/JP & RP Analyzing ATMs/CRMs machine performance and suggesting improvement.</p>		YES
11	<p>The solution of monitoring the software for security should be managed from a central point of management and should work with any standard ATM agent monitoring solution.</p>		YES

12	Should have remote diagnostic agent to diagnose problems with the machine including, but not limited to part failure. This service including proactive rectification of problems reported by remote diagnostic agent will have to be provided mandatorily at no extra cost to the bank		YES
----	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	-----

Signature:

Yours faithfully,

Date:

Place:

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone

PUNJAB AND SIND BANK

24. ANNEXURE-Z- Undertaking for having Support Centres

(Undertaking for having service support centre in India being the OEM of the offered solution/services)

To

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

Sir

Reg.: RFP For ATM Managed Services(Onsite and Offsite ATMs)and Cash Replenishment Services for Capex ATMs

We hereby undertake the following: -

1. We, M/s_____ are the OEM/Service Provider of _____ (Name of the product/Solution/Hardware/Service), being offered to Punjab & Sind Bank through M/s_____ (Bidder's Name), who is our authorized Partner/representative in India for supply of this Product/Solution/Hardware.

2. We confirm that we have Service Support centre/Resource Available in all location of India.

3. We have Spare warehouses/Logistic Centres* in India at following locations:

Sl.No.	Full Address	Contact Person Name	Designation	Contact Number
1				
2				
3				

*At least details of one Service Support centre/one warehouses/Logistic Centres in each state and union territory to be mentioned.

4. We confirm that at location where any Service Support centre/one warehouses/Logistic Centres is not available, will provide within 3 months from the date of award of contract to us by the Bank.

5. We have support available across India to attend calls within the TAT specified in SLA.

Date:

Place:

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone

No.:

Seal of Company

25. Annexure -AA Undertaking by the Bidder for Non blacklisting

GEM BID NO: _____

Date: _____

To,

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

Undertaking (To be submitted by all Bidders'/OEM on their letter head)

We _____(Bidder name), hereby undertake that-

- As on date of submission of tender, we are not blacklisted by the Central Government / any of the State Governments / PSUs in India or any Financial Institution in India.
- We also undertake that; we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to Bank.
- We also undertake that; we are neither the member nor the immediate family member of board of the directors of the Bank.

Yours faithfully,

Authorized Signatories

(Name, Designation and Seal of the

Company) Date:

26. Annexure -AB - Application integrity undertaking

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

Place

:

Date:

To,

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

RFP Ref. No:

Subject: Application integrity undertaking

Dear Sir,

We refer to the above RFP. We are the licensor of the Microsoft software set out in **Annex G** (the "Product") for the purpose of the above RFP. In respect of the Product, your use of which will be governed by an end user license agreement with Microsoft, we warrant that:

1. For Online Services: each Online Service will perform in accordance with the applicable service level agreement during your licensed use of the Product. Microsoft has anti-malware controls to help avoid malicious software gaining unauthorized access to data that you provide to Microsoft through use of the Online Service ("Customer Data"), including malicious software originating from public networks. Microsoft will not provide any third party: (a) direct, indirect, blanket, or unfettered access to Customer Data; or (b) platform encryption keys used to secure Customer Data or the ability to break such encryption; and
2. For Software: the Software version that is current at the time will perform substantially as described in the applicable Product documentation for one year from the date you acquire a license for that version.

Your remedies for any breach by Microsoft of the above warranties will be described in the applicable end user license agreement.

Yours faithfully,

Authorized

Signatory Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

ANNEX__Services:

[list _____ Services SKUs; if none, insert "Not applicable."]

Software:

[list on-_____; if none, insert "Not applicable."]

27. Annexure AC – Bidder’s Financial and operation IT/IS/CS risk assessment and compliance to RBI Master direction on IT outsourcing direction 2023 and outsourcing of Financial services,2006

Bidder’s Financial Ratios:

i) Financial Ratios

Ref No.	Ratios	Results
a	Liquidity Ratios:-	
1	Current Ratios	
2	Quick Assets Ratios	
3	Working Capital	
4	Cash ratios	
b	Financial Leverages Ratios	
1	Debt Equity Ratios	
2	Interest Coverage Ratios	
c	Profitability Ratios :-	
1	Net Profit Ratios	
2	Net Operating Ratios	
3	Gross Profit Margin Ratios	
4	Return on Equity	
5	Return on Assets Ratios	
6	Return on investment/Net worth Ratios	
d	Activity Ratios(Efficiency Ratios):-	
1	Days Sales Outstanding Ratios	
2	Assets Turnover Ratios	

ii) Service Provider Onboarding

Control No	Control Activity	Compliance (YES/NO)
1	Has the service provider undergone a comprehensive criticality assessment to gauge the materiality of a potential outsourcing engagement?	
2	Has a potential service provider undergone business reputation evaluation based on assessment of their past experience of working with counterpart Banks to cater to a scope of work similar to the proposed scope of work?	
3	Has the potential service provider undergone political and economic evaluation as part of the due-diligence exercise to check for viability of the engagement?	
4	Has the financial soundness of the potential service provider been assessed as part of the due-diligence exercise?	

5	Has a cost benefit analysis been conducted as part of the risk evaluation of the potential service provider?	
6	Has the service provider received adequate clarity regarding the expected outcome from the engagement?	
7	Does the service provider ensure that all security breaches / incidents at their premises are accurately reported to the Bank and RBI?	
8	In case of a relationship with an offshore service provider, has the service provider ensured that the competent offshore regulators do not obstruct / object to any type of internal / external audit conducted either by the Bank or any regulatory authority in India?	
9	Does the service provider comply with data protection guidelines as applicable (e.g. DPDP, GDPR, etc.)?	
10	Does the service provider have sufficient disaster recovery and business continuity procedures and practices?	
11	Is there a documented exit strategy for the service provider relationship?	
12	Whether the service provider is compliant with Master circular on IT Outsourcing?	

iii) Service Provider Evaluation

A Service Provider Profile		Particulars
1	Name of Service Provider	
2	Address of the Service Provider	
3	Year of Establishment as a Service Provider	
4	Change since inception	
5	Actual business of the Service Provider	
6	Whether Service Provider Complying with Statutory requirements	
7	License under the contract Labour (regulation & Abolition) Act 1970	
8	Registered with Employment authorities for PF, ESIC etc.	
9	Payment of Minimum Wages	
10	Service Tax Number	
11	Pan Number	
B Service Provider Evaluation		

12	Ability to Deliver Services & Meet Performance Standards	

iv) **Risk Evaluation**

S No.	Risk Evaluation	Compliance
I	Risk Associated to Service Provider	
1	Strategic Risk- Whether the Service Provider is carrying out business according to the processes specified for the same by the Bank	
2	Reputation Risk- Whether the service provider is providing good quality services	
3	Compliance Risk- Whether Service Provider complying with SLA, confidentiality of information and proper segregating of records and data	
4	Operational Risk- Possibility of frauds/& errors in operations	
5	Exit Risk - Possibility of PSB to wind up operations with the Service Provider at minimum cost & time (whether the Bank has complete control on the outsourced activity)	
6	Concentration/Systematic Risk- Whether service provider providing services to number of Banks	
7	Country Risk - Political, social, legal, climate creating added risk	

Yours faithfully,

Authorized Signatories

(Name, Designation and Seal of the

Company) Date:

28. Annexure AD- 24x7 Remote Management Centre
(To be provided by OEM/Bidder)
GEM BID NO: _____

	The Bidder should have 24x7 Remote Management Centre for support services in India	
Sr.No.	Complete Address details with contact Nos.	
1	Address	
	Email	
	Phone	
	Fax	
	Name of Head	
	Designation	
	Cell	
	No. of Team Support Members	
	Whether comply with 3 minutes response time?	
	Whether comply with 15 minutes resolution/escalation time for routine issues?	
	No. of Terminals supported	
	No. of Support Centres in India	
B: Bidder may add if more than one helpdesk support.		
	Signature and Seal of Bidder	
	Date:	

29. Annexure AE- Declaration/Undertaking from Bidder

Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure
 (This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

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

Sir,
 We, M/s -----...- are a private/public limited company/LLP/Firm ~~whichever is not applicable~~ incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at ----

------(referred to as the "Bidder") are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

Please strike off whichever is not applicable

1. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is not from such a country."
2. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is from such a country. I hereby certify that _____ fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.]"

In case the work awarded to us, I/ we undertake that I/ we shall not subcontract any of assigned work under this engagement without the prior permission of Bank.

Further we undertake that I/we have read the clause 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; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]”

2. We, hereby confirm that we fulfil all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process.

We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

3. This declaration cum undertaking is executed by us or through our Authorized person, after having read and understood the terms of RFP and the Office Memorandum and Order.

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

List of documents enclosed:

1. Copy of certificate of valid registration with the Competent Authority (strike off if not applicable)
2.

30. Annexure AF- Certificate for Tenders for Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017

To ,

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

Dear Sir,

Reg.: RFP For ATM Managed Services(Onsite and Offsite ATMs)and Cash Replenishment Services for Offsite ATMs

We, M/s. _____ are a private/public limited company/LLP/Firm <strike off whichever is not applicable> incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 <strike off whichever is not applicable>, having its registered office at hereinafter referred to as "Bidder/Seller" which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns. This is to certify that we have read the clauses stated in the Office Memorandum issued by Ministry of Finance on the Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 dated 23 July 2020 and amendments & clarifications hereto regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. We certify that the Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub- contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered. We also accept that if such certificate given by the Bidder if our bid is accepted and is found to be false; this would be a ground for immediate termination and further legal action in accordance.

Date:

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile

No:

Seal of Company

31. Annexure AG- Declaration/Undertaking from Bidder for Outsourcing Activates

Format of Declarations/ Undertaking

To, (Designation), (Name of Department), Punjab & Sind Bank, (Address)

Sub: Outsourcing Activities- Due Diligence and Police Verification of Our Employees

Dear Sirs,

We, M/s. _____ on (date) have entered into an agreement with Punjab & Sind Bank for providing services of _____.

As per the clause no _____ of the aforesaid agreement we have unconditionally agreed to exercise due diligence and engage persons having established identity, integrity, requisite qualifications and skills and deployment experience for offering the services under the said contract.

We hereby give an undertaking/confirmation that a proper due diligence and police verification of our employees, engaged for offering the services have been conducted by us as per the clause no ____ of the agreement.

Place:

Date:

for and on behalf of

M/s. _____

32. Annexure AH- Letter for Refund of EMD

(To be submitted by the unsuccessful bidders)

To

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

Date:

We _____(Bidder) had participated in Request for Proposal (RFP) for ATM Managed Services and Cash Replenishment Services for offsite ATMs and we are an unsuccessful bidder.

Kindly refund the EMD submitted for participation. Details of EMD submitted are as follows

Sr. No.	Bidder Name	BG/DD Number	Drawn on (Bank Name)	Amount (Rs)

Bank details to which the money needs to be credited via NEFT are as follows'

1. Name of the Bank with Branch
2. Account Type
3. Account Title
4. Account Number
5. IFSC

Code Sign

Name of the signatory

Designation

Company

Seal.

Designation:

33. Annexure AI - Standard terms and conditions for Outsourcing

Introduction

- A. The purpose of these standard terms and condition for Outsourcing Contracts (hereinafter referred to as the “standard Terms and conditions”) is to set forth the terms and conditions applicable to the outsourcing agreement executed between the Service Provider and the Bank.
- B. If any provisions of the standard terms and conditions is inconsistent with any provision of the outsourcing agreement of which the Standard terms and conditions constitute an integral part, the provision of standard terms and conditions shall prevail,

1. Representations and Warranties:

The following representation and warranties shall be deemed to have been given by the Service Provider in relation to outsourcing Contracts upon the contracts being executed.

In order to induce the Bank to enter into the Contract / Agreement, the Service Provider hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- 1.1 That the Service Provider is a company / firm which has the requisite qualifications, skills, experience and expertise in providing all such services as are necessary to perform its obligation under the contract/agreement and the financial wherewithal, the power and the authority to enter into the Contract / Agreement and provide the Service(s)/Systems sought by the Bank.
- 1.2 That the Service provider is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Service(s) /Systems under the Contract / Agreement.
- 1.3 That the Service provider shall use such assets of the Bank as the Bank may permit for the sole purpose of execution of its obligations under the terms of the bid, Tender or the Contract / Agreement. The Service provider shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
- 1.4 That the Service provider shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the Bank, its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto.
- 1.5 That the execution of the Service(s) herein is and shall be in accordance and in compliance with all applicable laws as amended from time to time.
- 1.6 That there are – (a) no legal proceedings pending or threatened against Service provider or its team which adversely affect/may affect performance under this Contract / Agreement; and
(b) no inquiries or investigations have been threatened, commenced or pending against the Service provider or any sub-Service provider / third part or its team members by any statutory or regulatory or investigative agencies.
- 1.7 That neither the execution and delivery by the Service provider of the Contract / Agreement nor the Contractor’s compliance with or performance of the terms and provisions of the Contract / Agreement (i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding

on the Service provider (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Service provider is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Contractor.

- 1.8 The Service provider shall not charge any fees to the customers of the Bank directly for the services rendered by them on behalf of the Bank.
- 1.9 The service provider shall not sell/compel the customers of the Bank to buy third party products along with the Bank's product.

2. Compliance Requirements

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under:

- 2.1 The entire activity and Services would be guided by and conform to policies and guidelines of the Bank, Reserve Bank of India, IDRBT, State and Central Governments, legal provisions etc.
- 2.2 Information Security standards for end-to-end solution would conform to ISO 27001, CERT-In guidelines, IT Act 2000, The information Technology (Reasonable Security Practices and Procedures and Sensitive Personal data or Information) Rules,2011" ("IT SPD Rules), RBI, Government, IDRBT and Bank's policies.
- 2.3 The business practices, processes adopted for rendering services, maintenance of records, accounting norms & procedures etc. for Banking and financial services shall conform to regulatory, legal and Bank's policies and guidelines.

3. Subcontracting

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under:

- 3.1 It is agreed between the parties that service provider shall not procure services either through subcontract without the prior written permission of the Bank. If subcontracting is permitted by the Bank then;
 - 3.1.1 Service provider shall be responsible for all the services provided to the Bank regardless of which entity is conducting the operations on behalf of contractor.
 - 3.1.2 The Service provider shall be responsible for managing the activities of its personnel and/or the personnel of subservice provider and under no circumstances and at no point of time the subservice provider of the Service provider will be considered employees, subservice provider or agent of Bank.
 - 3.1.3 The Service provider shall be responsible for ensuring that the Sub-Contractor comply with all security & confidentiality requirement of the Bank set out in this agreement and the Bank can obtain independent report for the same.

4. Human Resource Requirement

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under:

- 4.1 The Service provider shall provide a contingent of well-trained personnel and extend necessary mentoring and operational support to the intermediary network of agents, etc. as part of the solution/service
- 4.2 The Service provider shall confirm that every person deployed by them on the project has been vetted through a third-party background check prior to their engagement. The Service provider shall manage the activities of its personnel or others engaged in the project, etc. and shall be accountable for all the personnel deployed/engaged in the project.

- 4.3 In case the performance of the Business Correspondents/their CSP/agent/employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, The Service provider shall have to replace the said person within the time limits stipulated by the Bank. Where the Service provider fails to comply with the Bank's request, Bank may replace the said person, Business Correspondent or their agents/employees on its own.
- 4.4 No right to employment in the Bank shall accrue or arise to the employees or agents of the Service provider, by virtue of engagement of employees, agents, etc. of The Service provider for any assignment under this project. It is further clarified that the arrangement herein with the Service provider is a contract for service.
- 4.5 The Service provider shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications and skills and deployment experience for all critical activities.
- 4.6 The Service provider shall extend all of the outsourced Banking and financial services by deploying such personal that have high integrity and meet the qualifications and other criteria stipulated by the Reserve Bank of India , Government or the Bank from time to time and agrees and undertake that during the subsistence of this agreement they will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time ,as per the provisions of Minimum Wages Act 1948.

5. Service Levels

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under:

- 5.1 The Service provider shall proceed to carry out the Service(s) with diligence and care in accordance with any stipulation as to the time, manner, mode, and method of execution contained in the Contract / Agreement and shall meet the standards of good industry practice.
- 5.2 Notwithstanding generality of the foregoing, the Service provider shall achieve the service levels and key performance matrixes stipulated by Bank under the contract.
- 5.3 Standard of Performance
The Service provider shall perform the Service(s) and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in industry and with professional engineering standards recognized by the international professional bodies and shall observe sound management, technical and engineering practices. It shall employ appropriate advanced technology, procedures and methods. The Service provider shall always act, in respect of any matter relating to the Contract, as faithful advisors to Bank and shall, always, support and safeguard Bank's legitimate interests in any dealing with third parties.
- 5.4 Key Performance Measurements
Unless specified by Bank to the contrary, the Service provider shall perform the Service(s) and carry out the Service(s) under and in accordance with the terms of the Contract / Agreement and as per the good industry practice.
- 5.5 Reporting Progress
The Service provider shall monitor progress of all the activities specified in the program of work/ Service(s) and submit free of cost weekly progress report about various aspect of the work/Service(s) to Bank. Bank on mutual agreement between both Parties may change the periodicity of such reports.

6. Intellectual Property Rights and Patent Rights, Information Security and confidentiality

The service provider by executing the outsourcing agreement shall be deemed to have

unconditionally agreed as under:

- 6.1 Purchaser/Bank shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of the Contract, if any, including all processes, products and Services which have been developed by the Service provider during the performance of Service(s) and for the purposes of inter-alia, use or sub-license of such service(s) under the Contract. The Service provider undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the service(s) to Bank and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits, approvals, consents and no objections that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of Bank.
- 6.2 Further, the Service provider shall be obliged to ensure that all approvals, consents, no objections, registrations, licenses, permits and rights which are inter-alia necessary for use of the information technology system installed by the Contractor, shall be acquired in the name of Bank, prior to termination of the Contract and which shall be assigned by Bank if necessary under the applicable laws or otherwise to the Service provider for the purpose of execution of any of its obligations under the terms of the bid, or the Contract. However, subsequent to the term of the Contract, such approvals, consents, no objections, registrations, licenses, permits and rights etc., shall ensure to the exclusive benefit of Bank.
- 6.3 The Service provider shall ensure that while it uses any software, hardware, processes or material in the course of performing the service(s), it does not infringe the Intellectual Property Rights of any person and the Service provider shall keep the Bank, its directors, employees, agents and representatives indemnified against all costs, charges, expenses, liabilities, claims, damages, litigations, suits, judgments and / or otherwise howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Service provider or any sub-Service provider during the course of performance of the service(s).

7. Information Security

- 7.1 The Service provider and its personnel shall not carry any written material, layout, diagrams, floppy diskettes, hard disk, storage tapes or any other media out of Bank's premises without written permission from Bank.
- 7.2 The Service provider personnel shall follow Bank's information security policy and instructions in this behalf.
- 7.3 The Service provider acknowledges that Bank's business data and other proprietary information or materials, whether developed by Bank or being used by Bank pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Bank; and the Service provider agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Service provider to protect its own proprietary information. Service provider recognizes that the goodwill of Bank depends, among other things, upon Service provider keeping such proprietary information confidential and that unauthorized disclosure of the same by Service provider could damage Bank. By reason of Contractor's duties and obligations hereunder, Service provider may come into possession of such proprietary information, even though the Service provider does not take any direct part in or furnish the Service(s) performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the Services required by the Contract / Agreement. Service provider shall use such information only

for the purpose of performing the Service(s).

- 7.4 Service provider shall, upon termination of the Contract / Agreement for any reason, or upon demand by Bank/ Purchaser, whichever is earliest, return any and all information provided to Service provider by Bank, including any copies or reproductions, both hardcopy and electronic.

8. Ownership and Retention of Documents

- 8.1 Bank shall own the documents, prepared by or for the Service provider arising out of or in connection with the Contract / Agreement. The services provider shall preserve the documents and data in accordance with the legal/regulatory obligation of the Bank.
- 8.2 Forthwith upon expiry or earlier termination of the Contract / Agreement and at any other time on demand by Bank, the Service provider shall deliver to Bank all documents provided by or originating from Bank and all documents produced by or from or for the Service provider in the course of performing the Service(s), unless otherwise directed in writing by Bank at no additional cost. The Service providers shall not, without the prior written consent of Bank store, copy, distribute or retain any such Documents.

9. Data Ownership

By virtue of the Contract / Agreement, the Contractor's team may have access to personal and business information of Bank and / or a third party. Bank have the sole ownership of and the right to use, all such data in perpetuity including any data or other information pertaining to the subscriber that may be in the possession of the Service provider or Contractor's team in the course of performing the Service(s) under the Contract / Agreement.

10. Confidentiality

The service provider hereby represents and warrants that they shall ensure the preservation and protection of the security and confidentiality of the beneficiary/customer information or data which are in the custody or possession of the service provider. They further represent and warrants that they shall ensure the preservation and protection of the sensitive personal data or information as defined/laid down in "The information Technology (Reasonable Security Practices and Procedures and Sensitive Personal data or Information) Rules,2011" ("IT SPD Rules).

The Parties agree that they shall hold in trust any Confidential Information received by either Party, under the Contract / Agreement, and the strictest of confidence shall be maintained in respect of such Confidential Information. The Parties also agree:

- a) to maintain and use the Confidential Information only for the purposes of the Contract / Agreement and only as permitted herein.
- b) to only make copies of such documents / papers as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original.
- c) to restrict access and disclosure of Confidential Information to such of their employees, agents, service providers, and Service providers strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this Clause and d) . In the event of earlier termination of the Contract / Agreement, the Parties hereby agree to maintain the confidentiality of the Confidentiality obligation shall survive the termination of this agreement.

Confidential Information does not include information which:

- i) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality.

- ii) information in the public domain as a matter of law;
- iii) is received from a third party not subject to the obligation of confidentiality with respect to such information.
- iv) is released from confidentiality with the written consent of the other Party.

The recipient shall have the burden of proving that Clauses (i) or (ii) above are applicable to the information in the possession of the recipient. Notwithstanding the foregoing, the Parties acknowledge that the nature of the Service(s) to be performed under this Contract / Agreement may require the Service provider's personnel to be present on premises of Bank or may require the Service provider's personnel to have access to computer networks and databases of Bank while on or off premises of Bank. It is understood that it would be impractical for Bank to monitor all information made available to the Service provider under such circumstances and to provide notice to the Service provider/ Service provider of the confidentiality of all such information. Therefore, the Service provider agrees that any technical or business or other information of the other party that the Contractor's personnel, sub-Service providers, or agents acquire while on the Bank's premises, or through access to Bank's computer systems or databases while on or off Bank's premises, shall be deemed Confidential Information. Confidential Information shall at all times remain the sole and exclusive property of the disclosing Party. Upon termination of the Contract / Agreement, Confidential Information shall be returned to the disclosing Party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair rights of Bank in respect of the Systems, Service(s), and Documents etc.

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

11. Bank's/Reserve Bank of India's Right of Inspection and Periodic Audit

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under

11.1 The Bank/Reserve Bank of India reserves the right to inspect and monitor/assess the progress of the Services at any time during the course of the Contract / Agreement. Bank may demand and upon such demand being made, Bank shall be provided with any document, data, material or any other information, which it may require, to enable it to assess the progress of the Services.

11.2 The project shall confirm to Bank/Reserve Bank of India's policies and would be subject to Internal and External audits or agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the service provider in conjunction with the services performed for the Bank.

11.3 The Service provider shall allow the Reserve Bank of India or persons authorized by them to access the Bank/service provider's documents, records & service providers' transactions and other necessary information given to or stored or processed by the service provider within a reasonable time. In the event these are not made accessible to

Reserve Bank of India within a reasonable time, the service provider will reimburse the Bank which they may be liable to pay supervisory fees to Reserve Bank of India.

- 11.4 The Service provider is required to extend all necessary co-operations to facilitate audit process.
- 11.5 The Service provider shall have adequate audit controls and track normal and exception transactions.
- 11.6 Bank shall utilize the services of internal or external auditors for ensuring proper operations by the Service provider.
- 11.7 Bank/Reserve Bank of India shall also arrange for a random verification for better control and shall have the right to review and monitor the security practices and control processes of the service provider on regular basis and require the service provider to disclose security breaches if any.
- 11.8 The Bank/Reserve Bank of India reserve its right to inspect and monitor/access the progress/activities of the services and Complaint Register and other related documents at any time during the course of the contract/agreement. Bank/ Reserve Bank of India may demand and upon such demand being made, Bank/ Reserve Bank of India shall be provided with any document, data, material, Complaint Register or any other information, which it may require, to enable it to access the activity, details of compliant redressals and progress of the services.

12. Review of Contract and Performance

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under.

- 12.1 Bank shall have the right of quarterly review of the performance of the Service provider under the contract which would be basis of continuation or termination of the same. Bank on mutual agreement between both Parties may change the periodicity of such review.
- 12.2 Bank shall also have the right to review, either itself or through another agency as it may deem fit, the financial and operating performance of the service provider in order to assess the ability of the Service provider to continue to meet its outsourcing/contractual obligations.

13. Delay in the Contractor's Performance

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under:

- 13.1 Time is the essence of contract. Time period for delivery, installation and implementation will be drawn up by the Bank or as given in the contract and service provider should adhere to the schedule and complete the project within given time .Performance of the Contract shall be made by the Service provider in accordance with the time schedule specified by Bank .Bank will impose following penalties apart from the liquidated damages, termination of contract etc. and will be recovered from the Service provider from his payment.
- 13.2 A delay by the Service provider in the performance of its Contract obligations shall render the Service provider liable to any or all the following sanctions:
- Forfeiture of its performance Bank guarantee if any,
 - Imposition of liquidated damages and penalties, and / or
 - Termination of the Contract for default

14. User Acceptance Test and Quality Check

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under:

- 14.1 Bank or its representative shall have the right to inspect and/or to test the goods and Services to check their conformity to the Contract specifications at no extra cost to the Bank.
- 14.2 The inspections and test may be conducted on the premises of the Contractor, at point of delivery and / or at the final destination. If conducted on the premises of the Contractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Bank.
- 14.3 Should any inspected or tested goods fail to conform to the specifications, Bank may reject the goods, and the Service provider shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to Bank.
- 14.4 Pre-delivery /acceptance Inspection will be carried out by the Bank through its staff / consultant at Contractor's factory / warehouse or at any of the Bank's site / location depending on the exigencies of Bank. The Service provider shall keep ready the equipment for inspection if the inspection is carried out at Bank's Site, the Service provider should provide all assistance including manpower. There shall not be any additional charges for such inspection. However, Bank will have the discretion to recover the costs related to travel and stay of its staff / consultants.

15. Business Continuity Plan

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under

- 15.1 The parties shall comply with the provisions of the Business Continuity Plan and the Service provider shall ensure that it is able to implement the Business Continuity Plan at any time in accordance with its terms.
- 15.2 The Service provider shall test the Business Continuity Plan on a regular basis (and in any event not less than once in every [12 month] period) jointly with the Bank. The Bank may require the Service provider to conduct additional tests of the Business Continuity Plan where the Bank considers it necessary, including where there has been any change to the Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the Business Continuity Plan. The Authority reserves the right to attend any Business Continuity Plan test undertaken by the Contractor.
- 15.3 If the Bank requires an additional test of the Business Continuity Plan it shall give the Service provider written notice and the Service provider shall conduct the test in accordance with the Bank's requirements and the relevant provisions of the Business Continuity Plan. The Contractor's costs of the additional test shall be borne by the Bank unless the Business Continuity Plan fails the additional test in which case the Contractor's costs of that failed test shall be borne by the Contractor.
- 15.4 Following each test, the Service provider shall send to the Authority a written report summarizing the results of the test and shall promptly implement any actions or remedial measures which the Bank considers to be necessary as a result of those tests.
- 15.5 The Service provider shall undertake regular risk assessments and/or business impact analysis in relation to the provision of the Services not less than once every six months and shall provide the results of, and any recommendations in relation to those risk assessments or business impact analysis to the Authority promptly in writing following each review.

16. Indemnity

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under

- 16.1 The Service provider agrees to indemnify and keep indemnified, defend and hold harmless Purchaser and its directors, employees, agents and representatives from and against any , loss, damages, liabilities, claims, litigations, suits, actions, judgments, and or otherwise including but not limited to those from third parties or liabilities of any kind howsoever suffered, arising out of or incurred inter alia during and after the Contract period including but not limited to third-party claims due to infringement of patent, trademark, Intellectual Property Rights, copyrights or industrial drawings and designs arising from use of the services or any part thereof and/ or otherwise.
- 16.2 Further, the said indemnity shall also be available for any of actions arising out of or in connection with the Contractor's breach of the representations and warranties specified in the Contracts/Agreement; acts or omissions of negligence or misconduct by the Service provider or its professionals, representatives, agents, subcontractor, security analysts, consultants and advisors; For the purpose of the Agreement/Contract, the Service provider shall mean and include the Contractor, its personnel, employees, consultants, advisors, agents, representatives and /or other authorized persons.
- 16.3 The responsibility to indemnify shall survive the termination of the Agreement/ Contract for any reason with regard to any indemnity claims arising in relation to performance thereof. The Service Provider shall ensure that in addition to security features deployed in the technology, controls and operational procedures should ensure protection of the Bank from loss, disclosure or frauds.
- 16.4 The Service provider shall indemnify the Bank from transaction risk (from system error, human error, negligence and mismanagement) and fraud risk (loss to earnings or capital due to intentional deception by employees, customers, agents, external entities, etc.)
- 16.5 The Service Provider shall indemnify the Bank and provide a system free from risks arising out of data becoming outdated, lost or overwritten due to inappropriate update procedures and the potential for frauds.
- 16.6 The Service Provider shall indemnify the Bank and hold the Bank harmless against loss or liability, claims actions or proceedings due to wrong debit/credit of any account of any beneficiary/customer that may arise through the action of its employees, agents, contractors, etc. or otherwise.
- 16.7 The Service Provider shall assist the Bank in identifying potential risks in the solution, remedy any of the identified risks, develop strategies to measure, monitor and mitigate those risks and implement new controls.
- 16.8 The Service Provider shall maintain adequate documentation, records, audit trails, etc. and cooperate with the Bank's internal audit teams, regulatory authorities and third-party external auditors for conducting periodical audit and arrange for necessary access to relevant information / assets under the control of The Service provider

17. Relationships between the Parties

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under:

- (a) The Service(s) of the Service provider herein shall not be construed as any agency of Bank and there shall be no principal and agent relationship between Bank and the Service provider in this regard.
- (b) Nothing in the Contract / Agreement constitutes any fiduciary relationship between Bank and Contractor/Contractor's Team or any relationship of employer - employee, principal and agent, or partnership, between Bank and Contractor.
- (c) No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract / Agreement.
- (d) Bank has no obligations to the Contractor's/Contractor's team except as agreed under the terms of the Contract / Agreement.

18. No Assignment

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under:

The Contract / Agreement cannot be transferred or assigned by the Service provider without the prior written approval of Bank.

19. Termination

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under

19.1 Bank may, terminate the Contract / Agreement by giving the Service provider a prior and written notice of 3 months indicating its intention to terminate the Contract / Agreement under the following circumstances:

- (a) Where it comes to Bank's attention that the Service provider is in a position of actual conflict of interest with the interests of Bank, in relation to any of terms of the Contractor's bid or the Contract / Agreement.
- (b) Where the Contractor's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any Bank Bankruptcy proceedings against the Contractor, any failure by the Service provider to pay any of its dues to its creditors, the institution of any winding up proceedings against the Service provider or the happening of any such events that are adverse to the commercial viability of the Contractor.

19.2 In the event of the happening of any events of the above nature, Bank shall reserve the right to take any steps as are necessary, to ensure the effective transition of the Service(s) to the next successor Service provider, and to ensure business continuity.

19.3 Termination for Insolvency:

Bank may at any time terminate the Contract / Agreement by giving written notice to the Contractor, without compensation to the Contractor, if the Service provider becomes Bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Bank.

19.4 Termination for Default:

Bank, without prejudice to any other right or remedy for breach of Contract, by a written notice of default sent to the Contractor, may terminate the Contract/ Agreement in whole or in part.

20. Consequences of Termination

The service provider by executing the outsourcing agreement shall be deemed to have unconditionally agreed as under

- 20.1 In the event of termination of the Contract / Agreement due to any cause whatsoever, [whether consequent to the stipulated term of the Contract / Agreement or otherwise], 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 Service provider 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 Service provider to take over the obligations of the erstwhile Service provider in relation to the execution/continued execution of the scope of the Contract / Agreement. Termination process will be initiated only after the service provider has been provided with a written curing period of 3 months.
- 20.2 In the event that the termination of the Contract / Agreement is due to the expiry of the term of the Contract / Agreement, a decision not to grant any (further) extension by Bank, the Service provider herein shall be obliged to provide all such assistance to the next successor Service provider or any other person as may be required and as Bank may specify including training, where the successor(s) is a representative/personnel of 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.
- 20.3 Where the termination of the Contract / Agreement is prior to its stipulated term on account of a default on part of the Service provider or due to the fact that the survival of the Service provider as an independent corporate entity is threatened/has ceased, Bank shall pay the Service provider for that part of the Service(s) which have been authorized by Bank and satisfactorily performed by the Service provider up to the date of termination, without prejudice to any other rights, Bank may retain such amounts from the payment due and payable by Bank to the Service provider/ Service provider as may be required to offset any losses caused to Bank as a result of any act/omissions of the Service provider / Service provider. In case of any loss or damage due to default on the part of the Service provider / Service provider in performing any of its obligations with regard to executing the Service(s) under the Contract / Agreement. The Service provider / Service provider shall compensate Bank for any such loss, damages or other costs, members of its team shall continue to perform all its obligations and responsibilities under the Contract / Agreement in an identical manner as were being performed hitherto before in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all / any functions as stipulated by Bank and as may be proper and necessary to execute the service(s) under the Contract / Agreement in terms of the Service provider's / Service provider's bid and the Contract / Agreement.
- 20.4 Nothing herein shall restrict the right of 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 Bank under law or otherwise.
- 20.5 The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract / Agreement that are

expressly or by implication intended to come into or continue in force on or after such termination.

20.6 Termination survives the Contract / Agreement.

In the event of termination of this Agreement for any reason, Bank shall have the right to publicize such termination to caution the customers/public from dealing with the Contractor.

Additional Points can be considered:

1. It may also be noted that all the activities in the IT operation are subject to audit / inspection by both internal/external auditors/RBI / Third parties etc. Selected Vendor must take same into consideration while delivering the desired services.
2. Project completion Timelines: The bidder should adhere to the project schedule as mentioned in project plan implementation in this RFP.
3. Subcontracting should be explicitly prohibited. Bidder must obtain prior permission from the Bank before contracting any work to subcontractors.
4. Performance Bank Guarantee should be 5% of TCO.

Authorized Signatories (Name, Designation and Seal of the Company)

36. Dated this day of 2025

36. Annexure AJ-Bank Guarantee for Cash Handling Services

(To Be Stamped as an Agreement)

This Guarantee is made at ___ on this ___ day of ___, 2025 by ___, having its Registered / Corporate Office at NBCC Office Complex, Block 3, East Kidwai Nagar, New Delhi - 110023 (hereinafter called the "Bank", which expression shall, unless repugnant to the context or meaning thereof, shall mean and include, its successors and assigns) IN FAVOUR OF Punjab & Sind Bank, a body corporate, constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Corporate Office at NBCC Office Complex, Block 3, East Kidwai Nagar, New Delhi - 110023, (hereinafter referred to as "PSB" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

WHEREAS....., having its registered office at _____ and its corporate office at _____ (hereinafter called the "Vendor" which expression shall unless repugnant to the context or meaning thereof shall mean and include its successor and assigns), has entered into Agreement for ATM Managed Services and Cash Replenishment Services for Capex ATMs dated..... with PSB (hereinafter referred to as the Cash

Replenishment / Cash Evacuation Services Agreement) whereby ___ has agreed to provide services as per the said Agreement.

AND WHEREAS under the Cash Replenishment / Cash Evacuation Services Agreement, <> has, inter-alia, agreed to provide Cash Handling Services upon the terms and conditions as "Cash Replenishment / Cash Evacuation Services". Vendor is required to furnish a Bank Guarantee for the sum of Rs...../- (Rupees only) securing its obligations in respect of cash losses in machines, in vaults and in-transit while providing the Cash Services in accordance with the terms of RFP / SLA. Such Bank Guarantee is required to be valid till the validity of the 60 months i.e., till In the event of failure on the part of Vendor to pay for cash losses as per the terms and conditions of the Agreement, PSB shall be entitled to invoke the guarantee. RFP for Services of Cash Replenishment Agencies.

AND WHEREAS the Bank at the request of Vendor agreed to issue in favour of PSB this guarantee for Rs.

...../- (Rupees..... only).

IN CONSIDERATION OF THE ABOVE PREMISES

1.(a) We ___Bank shall on written demand(s) from time to time from PSB stating that the amount claimed is due by way of cash loss suffered by the PSB without protest or demur or without reference to Vendor and notwithstanding any contestation or existence of any dispute whatsoever between Vendor and PSB, pay to PSB forthwith the sums so demanded by Bank in each of its demands, not exceeding an aggregate amount of Rs. Rs./- (Rupees only).

(b) Any notice / communication / demand from PSB to the effect that there has been failure on the part of Vendor to fulfil its obligations to pay for the Cash Loss under the Cash Services Appendix shall be conclusive, final and binding on the Bank and shall not be questioned by the Bank, in or outside the court, tribunal, authority or arbitration as the case may be. (c) This guarantee shall be a continuing guarantee during its currency.

2. We, _____Bank, HEREBY FURTHER AGREE & DECLARE THAT:

a. Any neglect or forbearance on the part of PSB to Vendor or any indulgence of any kind shown by PSB or any change in the terms & conditions of the said Cash Services Annexure shall not in any way release or discharge the Bank from its liabilities under this guarantee.

b. This guarantee herein contained shall be distinct and independent and shall be enforceable against the Bank, notwithstanding any Guarantee or Security now or hereinafter held by PSB at its discretion.

c. This guarantee shall not be affected by any infirmity or absence or irregularity in the exercise of the guaranteeing powers by or on behalf of the Bank or by merger or amalgamation or any change in the constitution or name of the Bank.

d. This guarantee shall not be affected by any change in the constitution of PSB or Vendor or winding up / liquidation of Vendor, whether voluntary or otherwise.

e. PSB can make its claim in one or more events within the total liability of the Bank.

f. Notwithstanding anything contained herein: RFP for Services of Cash Replenishment Agencies

(i) Bank's liability under this Bank Guarantee shall not exceed Rs...../- (Rupees only).

(ii) This Bank Guarantee shall be valid for 60 months i.e., from (date)___to (date) ; and

(iii) The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if PSB serves the Bank claim or demand on or before (the expiry of this BG).

(iv) The guarantor, under its constitution, has powers to give this guarantee and Shri ___(signatories) Official(s) / Manager(s) of the Bank who has / have signed this guarantee has / have powers/authority to do so.

IN WITNESS WHEREOF THE Bank has caused these presents to be signed at the place and on the date, month & year first herein above written through its duly authorized official. Yours faithfully,

**For and on behalf of Bank.
Authorized official**

37. Annexure AK- Undertaking for MHA Guidelines Compliance

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

Sir,

Reg.: RFP For ATM Managed Services(Onsite and Offsite ATM) and Cash Replenishment Services for Offsite ATMs

We, M/s _____ are the Managed Service provider for the ATM/CRM which are being offered to Punjab & Sind Bank by us and if selected as Vendor we hereby undertake to comply the following guidelines under this RFP :-

Compliance of RBI, Government of India (viz. MoHA, MoF etc) Guidelines including but not limited to all scopes & direction of RBI/2017-18/162 DCM (PLG) NO: 3641/10.25.007/2017-18 Dated 12.04.2018 (For cassette swap) & RBI/2017-18/152 DCM (PLG) NO: 3653/10.25.07/2017-18 Dated 06.04.2018 (For Cash Management activities of the Banks Standards for engaging the Service Provider and its sub-contractor)

Date: _____

Place: _____

Signature of Authorized Signatory Name of

Signatory: Designation:

Email ID:

Mobile No:

Telephone

No.:

Seal of Company

38. Annexure AL - Statement of Compliance – Services Offered by Bidders:

#	Description	Compliance [Yes/No]	Comments/Remarks
A	Requirement in General		
1	<p>Bank requires a Web based Enterprise solution to display real-time information in unified/single Dashboard for ATM Terminals/ATMs connected to the switch. Single Dashboard should show real-time information on:</p> <ul style="list-style-type: none"> - ATM State, Faults, Incidents Monitoring - ATM Transaction Monitoring - Cash positions/Availability in the entire network and per device basis - XFS events based monitoring and remote management capabilities <p>The complete solution should have in-built role based access control module as well as dispatch management module. Both these modules should be completely rule based.</p>		
2	Solution should display information in auto refresh Dashboards and the refresh interval should be a configurable parameter.		
3	Solution should also creation of dashboards & views depending on user role and business requirements. Dashboards should have security & permission controls.		
4	The solution should not have dependency on Switch for providing the feed to the solution.		
5	The solution should facilitate user in changing the information representation. It should allow to show same information in the form of Pie, Charts, Grids, Gauge, Graph etc and respective sub categories. User can choose to see the desired information in any of the aforementioned forms/formats.		
6	The solution configuration should be out of the box. Vendor will not be allowed to do code changes to match bank's requirement. The solution configuration shall be onsite activity.		
7	Solution should display both Historical as well as Current Statistics/Information as per the defined retention period parameters		

8	The solution should support all industry standard switches and platform with adherence to the data gathering criteria of the RFP.		
9	The solution should be able to represent threshold violations in graphical representation. It should be shown at various levels like Region, State, City, Branch and at different severities like Critical Major, Minor, Warning etc.		
10	The solution should have Mobile phone based user interface for Field staff/help desk users so that the staff can see the incidents pertaining to their ATMs over the Mobile. Should support Android and Apple iOS phones. <ul style="list-style-type: none"> - cash positions in real-time - Manual creation of incidents - display open & closed incidents - Add Remark & attachments - Sharing ETA 		
11	The solution should allow Fault, Events & Alert reporting at the most detailed device/sub component level.		
12	Solution should allow user to drill down to see the detailed information.		
13	Solution should provide common in-sight from IT and Business perspective.		
14	Solution should allow creation of limitless Dashboards as per the user/business requirement in the solution.		
15	Solution should have Intelligence to measure and adjust business rules/model. <ul style="list-style-type: none"> - User should be empowered to add/modify the business rules incorporated for strategic management of the Network. 		
16	Single Dashboard [with configurable parameters] should show Transaction, State, Faults, Incident, and Cash information of ATMs.		
17	Information should be displayed based on User profiling so that monitoring can be extended to regional office also.		

18	<p>A single dashboard should show:</p> <ul style="list-style-type: none"> - Overall count of ATMs and the breakup such as Up ATMs, Out of Service ATMs, Stopped ATMs etc. - the ATM Availability % in the same break-up. - the Out of Service ATMs categorized by ATM make. - Count and type of Top transactions happening in the network at various time intervals. - Drill down detail of ATMs that are Out of Service. Categorize the faults responsible for Out of Service and display the count and details. - the Approval, Denials, Reversals, Timeout percentages for transaction happening in user defined intervals [5 mins, hourly, daily etc]. - Trend of Transaction Response time for user defined intervals. <p>In the same Dashboard it should also provide the comparison of average response time of network response time and Interchange.</p>		
19	Solution must be able to monitor ATM/CRM on the Switch		
20	<p>Solution should be able to display Drill Down detailed information on following scope:</p> <ul style="list-style-type: none"> - ATM/CRM availability, - Symptom - Root Cause - Area/Region - Province - Branch etc - Model / Brand - Network - Network Type - Vendors - Other User defined categories. 		
21	<p>Should allow priority based grouping</p> <ul style="list-style-type: none"> - Cash remaining in system - Amount of withdraw or deposit - Number of ATM/CRM - Number of transaction - Number of transaction summarized by withdrawal, deposit, enquiry, transfer, onus, not onus 		
22	Solution should allow monitoring and reporting of camera faults, state, presence etc in the Fault monitoring dashboard.		
23	Detection of any device plugged into ATM machine [skimmer etc]. Incident should be generated by the solution automatically on detection and alerts should be dispatched to configured stakeholders based on rule.		

24	<p>Solution should have exclusive Dashboards to allow pro-active ATM state, incident, cash and transaction monitoring of:</p> <ul style="list-style-type: none"> - ATMs under different Regions, Cities, Zones etc - VIP ATMs [ATMs at important places like railway station, Airport, Petrol Pumps, Malls/Posh markets etc] 		
25	<p>Dashboard for various regions,</p> <ul style="list-style-type: none"> - There should be different Dashboards for all Regions of the Bank and each should display the information based on the ATMs under their custody. - There should be separate Login Ids for all regions/zones and other user defined entities. - Single Dashboard should show the summarized information like Total ATMs, UP ATMs, Out of Service ATMs, ATMs that are stopped at Switch end etc. - Availability % on aforementioned summary ATM make wise, Onsite/offsite etc. - Out of Service % ATM vendor/make wise. - Availability % vendor wise. - It should display the ATMs down due to chronic problems. - Breakup of the ATMs in Out of Service state. Categories can be Comm Down, Hardware problem, Cash Out, Closed, Cash handler problem, Card Reject Bin Overfill/fault etc - It should display the Transaction per Second rate on the ATMs under its custody. - It should provide Transaction Indicators at various intervals The categories can be Total Transactions, Declined, Reversal, timeout transactions - It should provide transaction statistics in Grid form. This grid should show all the fields of the Transaction table - It should allow user to change the criteria and add or remove fields to show more details in every view of the same Dashboard. - Drill down functionality at various categories/levels and ad-hoc report generation where ever user requires. - A separate dashboard to show ATM Ids and details on ATMs Down due to CashOut, Cash handler, COMM down, Closed etc. The Dashboard configuration should allow user to change or add more categories conveniently. - The dashboard interface should provide filter criteria to the user so that specific information only gets displayed. - Should allow sorting, searching on the fields with flexibility to change field order. - Dashboard should have feature to play back the old data as and when required by the user. It should display the trend on the basis of user criteria. - Separate dashboard to show Transaction statistics for ATMs under the custody. It should show the information for range of interval. On pointing on the representation it should show the respective value. 		

Services Vendor Dashboards		
26	<p>There should be different Dashboards for all ATM Hardware/Cash Replenishment vendors of the Bank and it should display the information based on the ATMs under their custody.</p> <ul style="list-style-type: none"> - Separate Login for all ATM Service vendors. - Dashboard should show the summarized information like Total ATMs, UP ATMs, Out of Service ATMs, ATMs that are stopped at Switch end etc. - Availability % on aforementioned summary, ATM make wise, Region, state, city wise. - It should display the ATMs down due to chronic problems. - Out of Service % ATM vendor/make wise. - Availability % ATM Hardware vendor wise. - Breakup of the ATMs in Out of Service state. Categories can be Comm Down, Hardware problem, cash out, Closed, Cash handler problem, Card Reject Bin Overfill/fault etc - It should display the Transaction per Second rate on the ATMs under its custody. - It should provide Transaction Indicators at various intervals The category can be Total Transactions, Declined, Reversal, timeout transactions - It should provide transaction statistics in Grid form. This grid should show all the fields of the Transaction table of the Switch. - It should allow user to change the criteria and add or remove fields to show more details in every view of the same Dashboard. - Drill down functionality at various categories/levels and ad-hoc report generation where ever user requires. - A separate dashboard to show ATM Ids and details on ATMs Down due to CashOut, Cash handler, COMM down, Closed etc. The Dashboard configuration should allow user to change or add more categories conveniently. - The dashboard interface should provide filter criteria to the user so that specific information only gets displayed. - Should allow sorting, searching on the fields with flexibility to change field order. 	
27	<p>Solution should display any/all sort of information [Device Status, denomination wise Cash position, Switch Events etc.] that's available in the Switch DB.</p>	
28	<p>It should provide read only web views/dashboards which can be extended to different departments such as Operations, Business, IT and Service vendors of the Bank.</p>	

29	Solution should allow Browsing the list of events summary of each machine [ATM/CRM], for example, ATM/CRM number, Type of events or information of ATM machine, Event Message, number of Transaction, Downtime such as the number of times the same problem occurred like Bill Jam, Downtime of the machine [ATM/CRM] for each day. To have Search Functionality with specific conditions. Should allow to view historical information also as per the defined retention period. Retention period should be 3 months.		
30	It should have auto detect mechanism to catch the updates made at the switch level [like addition of new terminals, migration from one region to other, discontinued ATMs etc] and should update itself with all the credentials. Should not require any manual intervention for the same reasons.		
31	Solution Dashboard should display status of whole network, link etc organized by Service Provider group		
32	It should allow Exporting data [in pdf and excel format], by providing choice and desired conditions. The ad-hoc report generation should be in real-time.		
33	Solution to show Summary of ATM/CRM Service availability in the Dashboard view.		
34	Dashboard to show the ATM Network availability on daily basis. Similar Dashboards should be available at different levels like Region, State, City and other User desired criteria.		
35	Solution must depict Problem pattern. Pattern matching on the geographical map with drill-down facility must be the solution feature. - ATMs should be depicted on the MAP to show the pattern of the problem over the period of time. - Transaction zones must be depicted on MAP to show the pattern/type of transactions happening in the Bank Network.		
36	Automate the Command & Control at ATM level, - Command can be issued automatically in response to an alert received from a self-service device, i.e. load the ATM, Reset specific device of the ATM		
37	Solution shouldn't allow manipulation of data - Solution should display authentic data and there should be no manipulation scope. - Apart from Interfaces mentioned in the RFP [Faults, Events, Transactions, Incidents browser], solution shouldn't have any other interface for User to add/delete/modify/update. ATM addition/removal should also be detected automatically by reading information available at the switch.		
38	Solution must be facilitated with functionality to calculate the adjusted Availability on the basis of actual hours of operation of ATMs. - Solution should protect the ATM availability of the network if specific group of ATMs are restrictedly available.		

39	<p>Functionality to Blacklist or marking ATMs Non-Operational which are not required to be monitored for certain period of time.</p> <p>- ATM that exists in the Switch but is temporarily discontinued due to ATM premises maintenance, theft etc should be marked as Blacklisted/Non-Operational so that the downtime doesn't affect the overall availability of the network. Once it is marked operational, the solution should allow monitoring.</p>		
40	<p>The solution should allow automation of marking ATMs Non-Operational on the basis of user defined criteria.</p>		
41	<p>Solution should have Ping functionality. If the ATM is Down it should ping the ATM to confirm the connectivity problem</p> <p>Solution should capture SNMP traps received from UPS and should display correlated information/status to confirm Power problem at the ATMs.</p>		
42	<p>Should have capability to import customized data available outside the Switch.</p> <p>- Data like vendor's detail, ATM site addresses, Branch details, ATM inventory, PM schedules, Cash loading Agency contact details, Branch Manager details etc should be allowed to import.</p> <p>- Solution must consolidate and display the additional details also in the monitoring interface.</p>		
43	<p>Solution should enable User to create/apply thresholds at various levels and parameters and supporting should be the alert mechanism to generate & deliver alerts on the violation of these thresholds. For e.g. if the Card capture at any ATM exceeds the set count then the solution alerts the user about the ill functioning of the card reader.</p> <p>- User should be able to set policies and thresholds over the Web Interface.</p>		
44	<p>Solution should provides web based Events, Faults and Incident browser capabilities which can be used to view events, faults and incidents based on the specified search criteria.</p>		
45	<p>The solution should have least resource utilization on Switch side. The solution should not do any processing of the data at the Switch side and should also not need any utility to feed the monitoring solution.</p>		

46	<p>Solution should do multiple source data gathering and present the information collected from both the sources in an Integrated/Unified View or Dashboard.</p> <ul style="list-style-type: none"> - Solution should read the switch data tables/files using ETL agent. - Monitoring solution should also have ATM Agent to connect directly to the industry standard or global brand of ATMs [using XFS capabilities of ATM]. - Agent on ATM should be Vendor Agnostic & independent of ATMs make/model - Agent should support Windows/Linux ATMs 		
47	<p>Data reading interval should be parameter driven and configurable</p>		
48	<p>Solution's ATM Agent should be able to monitor ATM/CRM status in real time, such as :</p> <ul style="list-style-type: none"> - Hardware errors [sensors failure etc] - Events/Information should be directly obtained from below mentioned peripherals such as Printer Device, Identification Card Device, Cash Dispenser module, PIN Keypad, Check Reader/Scanner Device, Depository Device, Text Terminal Unit Device, Sensors and Indicators Unit Device, Vendor Dependent Mode Device, Camera Device, Alarm, Card Embossing Unit, Cash In Module Device etc.... - Supplies status [out of receipt paper etc] - Network errors [lost communication etc] - Monitoring of SSTs/ATMs which often have problems, unstable and repeat orders. - Monitoring of ATMs which are not working due to force majeure, relocation of ATMs, vandalism etc. - Monitoring of SSTs/ATMs which often have problems, unstable and repeat orders. - Monitoring of ATMs which are not working due to force majeure, relocation of ATMs, vandalism etc. - Should provide performance statistics of resources/services running on ATMs. Similar to "Task Manager" function on any Windows machine. - Remotely explore directory structure of ATM - Monitoring of Logical Switch Port on ATM; The logical port on which ATM is connected to Switch. 		
49	<p>Solution should be able to download/upload any file from/to ATM on demand. File/data from ATM such as</p> <ul style="list-style-type: none"> - Electronic Journal [EJ] - Images stored at ATMs - Advertising screens and picture file updates. <p>It should do bandwidth shaping and load balancing by providing real-time EJ rather than uploading EJ at the day end. Solution should not do Scheduled EJ upload and should automatically provide real-time EJ. File upload and download should be done using Trickle feed mechanism.</p>		

50	Solution should have In-built EJ viewer with search and print capabilities.		
51	Solution should have capability to store EJ in the compressed form in the database as well as in the file structure form on the disk of server.		
52	Solution should have capability to do real-time Electronic Journal [EJ] parsing using regular expressions.		
53	<p>Remote management:</p> <ul style="list-style-type: none"> - it should allow running Diagnostic command remotely - it should allow change in configuration parameters remotely such as change of ATM IP - it should allow reboot/reset terminal remotely - it should query and retrieve device status - it should execute shell commands on the ATMs - it should execute commands targeted for XFS compliant components - it should execute commands to clear Cash Jam, Dispenser reset etc. - file explorer at ATM level 		
54	File transfer between ATM and Server should be through secured through SSL [Solution should use HTTPS] and key pair exchange should be followed. Data transfer should be encrypted by following an industry standard encryption mechanism.		
55	<p>Solution should be able to upload any file/data to ATM, such as</p> <ul style="list-style-type: none"> - OS -patch/fixes [provided bandwidth is available] - Software upgrade/patch/fixes 		
56	Solution Agent should enable capturing of ATM screenshot at any point of time. User should be able to capture screenshot of the current screen getting displayed on the ATM		
57	Solution should display top processes running on the ATM along with the consumption statistics.		
58	Solution should do Asset Management using the Agent functionality. Agent should enable exploring minute to minute level information from ATM directly by exploiting XFS functionality and the monitoring dashboards should have specific views to display Asset information of any ATM/CRM.		
59	Solution should have fault tolerance mechanism to maintain data accuracy/authenticity with Zero data loss		
60	No False Reporting. It should display the same status of the device that is available with Bank's EFT Switch		
61	Solution to provide real time cash position status and alerts can be generated based on various policies ie: low cash, cashout etc.		

62	<p>The solution must have efficient SLA, Escalations & Vendor Management functionality</p> <ul style="list-style-type: none"> - It must empower Administrator by providing an interface to create different SLA for the vendors for the Escalation process based on Respond Time, Category type, Severity and more. - To have mechanism of SLA monitoring. It should impart information required for analysis of availability and service time along with tracking history and Terminal performance. - Solution must check and track SLA of various vendors and alert the Bank on SLA breach of respective vendor. - Escalations must be done as per the Escalation matrix defined in the solution. - Should allow performance evaluation and comparison of various service providers and regions along with identifying the probable costly of SLA breaches. - Vendors should be able to access respective SLA related information over the Web. Views can be set as per the business needs and at various levels - Region, vendor, area, branch etc 		
63	<p>Able to define rules for automatic escalation of events that have not been attended to/after a predefined time interval has escaped.</p> <ul style="list-style-type: none"> - It should send single SMS/email to individual/group if in case a group of ATM gets into violation. 		
64	<p>Should support rule based escalation at multiple levels.</p>		
65	<p>Must have Terminal Scheduling feature to keep and update data such as</p> <ul style="list-style-type: none"> - Branch working and non-working days and hours - Hours of Operations of ATM [ATMs operate 24 hours and for less hours]. Hours of operations should be considered while calculating downtime of terminals; downtime beyond hours of operations should be accounted. 		
66	<p>Role based security to allow control over access to the Dashboards, functions and data. Access to the solution is strictly role and privilege based.</p>		
67	<p>The solution must support Active - Active and Active - Passive approaches to deal with Disaster scenarios</p>		

68	<p>The solution should maintain/stored consolidated Asset information pertaining to terminals, terminal locations and transaction information collected from EFT Switch, Custom data [data outside Switch]. Collection of information such as ATM/CRM serial number, location, manufacturer, model, hardware component/subcomponent information, software component/subcomponent/patch/version information, custodian detail, vendors, contact numbers etc. The terminal location information should include terminal identification, ownership, vendor affiliations, groupings etc.</p> <p>Real Estate:</p> <ul style="list-style-type: none"> - Contracts, Leases, Registrations, Licenses, Security Services etc <p>Networking:</p> <ul style="list-style-type: none"> - Lines, Routers, UPS, Telephony, Security Keys etc <p>Equipment:</p> <ul style="list-style-type: none"> - ATMs, Components <p>Services:</p> <ul style="list-style-type: none"> - Support, Replenishment, Repair, Maintenance <p>Identification:</p> <ul style="list-style-type: none"> - Multiple IDs, Names... <p>Geographic:</p> <ul style="list-style-type: none"> - Postal Address, GeoCode, Directions... <p>Organizational:</p> <ul style="list-style-type: none"> - Bank Org [Dept., Division etc]... - Contact Info... <p>Partner:</p> <ul style="list-style-type: none"> - Type of Partner, Name, Live Dates, Contact Information... <p>Equipment:</p> <ul style="list-style-type: none"> - Vendor, Model, Sub Model... - Configuration [Visa Enabled etc] - Devices attached [Printers, BNA, CIM, Card Swipe, Camera....] - OS and Software Information [Versions, registry settings...] <p>Solution should store and maintain ATM history</p> <ul style="list-style-type: none"> - Historical data of ATM placements - Historical data of ATM maintenance and problem - ATM maintenance plan 		
69	<p>Thresholds and Policies can be defined on the data for generating Email and SMS alerts such as to intimate expiry of Contract/lease/Agreement and other user desired requirements.</p>		
70	<p>The solution should have following Operational Performance Metrics</p> <ul style="list-style-type: none"> - Availability Metrics [Categories, Durations, Reasons etc] - Fault Metrics based on Switch] <p>Business Performance Metrics</p> <ul style="list-style-type: none"> - Transaction Stats [Types, Responses, Timing etc] - Security [Password Denials etc] 		
B	Data Gathering Approach		

1	<p>Solution should do multiple source data gathering and present the information collected from both the sources in an Integrated/Unified View or Dashboard.</p> <ul style="list-style-type: none"> - Solution should read the switch logs/data files/DB strictly by using its own ETL/Backend component - Solution should not follow Event/Feed based data gathering approach - Solution should also do data gathering directly from ATMs using XFS compliant Agent. - The solution should strictly not do any processing of the data at the Switch side and should also not need any utility to feed the monitoring solution. - Least performance impact on the switch while gathering data 		
2	Data reading interval should be parameter driven and configurable		
3	Solution should support Multi-tenancy		
4	Solution should have fault tolerance mechanism to maintain data accuracy/authenticity with Zero data loss		
5	No False Reporting. It should display the same status of the device that is available with Switch		
C	Disaster Recovery		
1	The solution must support Active - Active and Active - Passive approaches to deal with Disaster scenarios		
D	Reporting		
1	Solution should be able to generate both historical and real time reports.		
2	Solution must have Ad-hoc report generation functionality		
3	<p>Solution should offer extensive reports for business, technical and operations team managing ATM network,</p> <ul style="list-style-type: none"> - ATM Availability at various levels - Transaction Activity and Summary report - Transaction Type And Volume - Average Transaction Response Time - Weekly Transaction Approvals/Denials/Reversals - Daily Approvals Percentage - Daily Denials Percentage - Daily Reversals Percentage report - Response Code Analysis Report - SLA Violation report - Periodic Report on Incidents - EJ Status Report 		
4	Availability report not to consider multiple downtime for overlapping problems and should have provision to define the priority of fault to be considered in case of overlapping of multiple faults.		
5	Solution should allow Bank to change the fault policies as per their requirement.		

E	ATM Transaction Analysis & Management		
1	Solution must do Profiling of transactions in real-time from the switch. Should show Information and statistics on Transactions at various levels and metrics like: <ul style="list-style-type: none"> - Switch level - Interchange - Region - State - Acquirer - Issuer - Terminal Type - Transaction types - Card BIN - Reasons for Reversals - Response code Analysis - No transaction for period of time - Approved - Denials - Reversal - Timeouts - Response Time - and at any other level as per Business/User Requirement 		
2	Should have an exclusive dashboard to show the overall Transactions monitoring.		
3	The should show the same information as it is there in Transaction table of the switch. It should show all fields/values as stored in Transactions table of the switch		
4	Must have Business intelligence to show Underutilized/Low transaction volume ATM, usage rates for other bank's cards etc. <ul style="list-style-type: none"> - The Details should be shown at various levels like City, State, Region etc - The solution should show details at various intervals like daily, weekly, monthly etc. 		
5	Should allow modification of the data collection intervals, replay of the historical information at various levels for Analysis & Trending. <ul style="list-style-type: none"> - Solution should show the transaction trends of Issuer, Acquirer, Response time, TPS, Denials, Reversals, Total transactions, Transactions etc. 		
6	Solution should display comparison of Historical Stats with Current Statistics.		
7	Must show Drill down information at various levels to understand the exact reasons of affected transactions and should allow instant root cause analysis of the problem, such as excessive failures, denials and slow response times etc.		
8	Must have extensive web based Query Interface to view the Transaction, Fault, Event details grouped by any combination of factors to analyse and find the root cause.		

9	<p>Solution must provide details on Best/Top performers and non-performers [Branches, Regions, Cities, State, ATMs etc] on the basis of rules and user criteria. It should show the performers at various time intervals like hourly, daily, weekly, monthly etc.</p> <p>The solution should show correlated information. It should have different views in the same Dashboard to show the aforementioned information.</p> <p>It should display the least performers [Branches, Regions, Cities, SSTs etc] at different levels: Acquirer, Issuer, Terminal, Regions, Cities, Branches etc.</p> <p>Should also show No transaction making ATMs in user defined intervals like daily, weekly, fortnightly, monthly etc.</p>		
10	<p>It should provide list of ATMs where there are no transactions for a specific interval, like ATMs where there are no transactions from last 2 hours / 1 day etc.</p>		
11	<p>Should provide graphical representation of Transaction per second [TPS] for different Regions, States, Area, Cities, Services vendor group etc.</p>		
12	<p>Should show TPS trend between the user desired date ranges and for different Regions, States, Area, Services vendor group etc.</p>		
13	<p>Solution should represent transaction by Issuer, acquirer etc in text or graph format. Single Dashboard to show Acquirer Activity. It should have views to show:</p> <ul style="list-style-type: none"> - Latest 'n' Reversals from Acquirers in user defined intervals - Latest 'n' declines in user defined intervals - Transaction Response time trend for various acquirers in user defined intervals - Acquirer Transaction per second rate trend in user defined intervals - Detailed information in Grid to showing all Acquiring transaction and Other Acquirer transactions in User defined intervals. <p>Single Dashboard to show Issuer activities such as:</p> <ul style="list-style-type: none"> - Latest few reversals at Issuer level. - Latest Denials - Response time trending of all issuers in one view. - Transaction Per Second rate trending for issuers. <p>The user should be allowed to specify the time interval and the information should be shown in its pretext.</p>		

14	<p>Solution should display critical & striking information to help Bank identify loss of revenue, like:</p> <ul style="list-style-type: none"> - Transaction Denial reasons at different levels - Number and percentage of Timeout Transactions [ONUS, NOT ONUS etc] at user desired intervals. - Evaluates response time of Onus & Not Onus transactions - TPS etc. 		
15	<p>Solution should be capable to display/report:</p> <ul style="list-style-type: none"> - Amount of cash usage in network - Amount of cash remaining in the network. - Statistics on Transaction Type, for example - withdrawal, deposit, balance enquiry etc. - Statistics based on different Intervals like daily, weekly, monthly for each node and total. - Statistics based on user defined criteria. - Problems for each characteristics or root cause, daily , weekly , monthly for each node and total. - Frequent 'N' problems affecting the network with in user defined time intervals 		
16	<p>Solution should display Transaction occurred at ATM/CRM based on:</p> <ul style="list-style-type: none"> - Card type - Acquirer - Issuer - Number of successful and unsuccessful transaction - Response Code, for example, Invalid PIN, Invalid Card in text or graph format. - Amount derived from transaction type; for example , deposit , withdraw , transfer etc. 		
17	Filters can be defined on raw data.		
18	Solution dashboards should allow searching and sorting on the entities and fields.		
19	The solution should mask the Card Holder/Account holder details for certain set of users like Vendors, Service providers etc. It should be a configurable parameter with Admin user to grant control.		
20	Dashboards should display the information at Bank desired intervals. Like Top denial reasons hourly, ATM Transaction summary [every 5 mins, hourly, daily etc], Acquirer & Issuer activities [in last 5 mins, hourly, weekly etc], Top performers in Region, State, Cities on the basis of user criteria and in the intervals [like hourly, in 5 hours, daily etc] etc.		
21	It should have the Dashboard to show real-time Transaction details Bin wise at various intervals such as hourly, daily, weekly. The Grid representation should show various fields of Transactions table. The Dashboard should allow ad-hoc export of the information into excel format.		

22	<p>Solution should provide the Dashboard to show:</p> <ul style="list-style-type: none"> - Card type breakdown information. For e.g. Transaction statistics for debit/credit cards. - Transaction Type count on hourly, daily, weekly etc basis - Transactions in % such as Approval%, Denial%, Timeout%, Reversal% for hourly, daily, weekly, monthly intervals. 		
23	<p>Solution should monitor the Interchange [NFS, MDS, VISA etc.].</p> <ul style="list-style-type: none"> - Should do monitoring of Interchange Issuer Transactions. - Monitoring at BIN level - Monitor bulk reversals/late reversals. - In case of bulk transaction reversals/late reversal from Interchange, the solution should do alert notification. The solution should display these reversals and should allow exporting the information in excel. - Should display the denial/decline reasons categorized by Business and Technical reasons: Business Reasons - like Invalid PIN, Invalid Card, Insufficient Funds in Account, Ineligible transactions, Withdrawal limit exceeded etc. Technical Reasons - Destination not available, System Error, Routing Look-up problem, Message Edit error etc. - Should display Transaction decline count indicators for: Transaction not Supported Unauthorized usage Message edit error Invalid card Insufficient funds System error Destination not available PIN tries exceeded Ineligible account Invalid PIN Withdrawal Limit would be exceeded Ineligible transactions Withdrawal limit already reached 		
F	Incident Management System		

1	<p>Solution should be able to seamlessly integrate with Bank's ATM Monitoring Solution,</p> <p>It should also have Incident Management functionality:</p> <ul style="list-style-type: none"> - Automatic creation of trouble tickets - Manual creation of tickets - Amendments/modifications in the tickets - Addition of user comment/responses against the follow-up - Defining of Escalation matrix - Defining SLA and its adherence/management using colour coding - Generate and send alerts through email/SMS. Templates for SMS and Email should be available. - Automatic closure of tickets on problem rectification - Public/Private Ticket Comments - Multi-level support group definitions - Toggling of Tickets, Issue tracking, overlapping issues etc. 		
2	Solution should do monitoring of its own services, processes and should send Alert notification on failure of processes/services. It should follow escalation matrix and also send alerts consecutively after every parameter driven time is passed and resolution hasn't happened.		
3	Interface should be User friendly with configurable views as per business/user requirement.		
4	Solution should allow replaying of performance statistics at user desired time ranges.		
5	Solution should have the capability for 2 way integration with Third-party/OEMs Helpdesk		
6	Solution should contain Web-Browser support for monitoring critical events.		
7	Solution should do accurate and faster root-cause analysis.		
8	Solution should be able to track complete Life-Cycle of the incident		
9	Solution must have Application health monitoring functionality.		
10	Solution must have rest APIs to enable integration with Incident Management Systems of vendors like FLM, SLM, Cash, Network etc. It should act as a feed distribution system to the other help desk/incident management system. Incidents feed should from the monitoring solution should automatically open and close incidents in aforementioned vendors' system. All the comments, ETA, external incident Ids should automatically exchange between the systems. A two way integration between the monitoring solution and vendors' help desk systems is a mandatory requirement.		
G	Security Aspect		
1	The solution should be PCI-SSF v1.2 compliant.		

2	The application should enforce idle session timeout. [i.e. when no user activity for certain period of time, the session will be terminated. User has to re-logout after timeout termination] The timeout period should be configurable.		
3	The application system must prohibit simultaneous logon sessions from more than 1 workstation.		
4	The application must be able to provide the following audit logs on application level: - Application log - User activity - Access exception		
5	The application should be reviewed against commonly identified vulnerabilities such as below: - Invalidated Input - Broken Access Control - Broken Authentication and Session Management - Cross-Site Scripting [XSS] Flaws - Buffer Overflows - Injection Flaws - Improper Error Handling - Insecure Storage - Denial of Service - Insecure Configuration Management		
6	All system changes must go through a formal change control process.		
7	Database software should be protected from unauthorized modification.		
8	Configuration Management policies should be available for database applications.		
9	Database application software should be owned by a single, protected account.		
10	A database software baseline should be available to allow determination of unauthorized modifications.		
11	Audit trail data should be maintained for X number of years. It can be archived and kept separately.		
12	The connection timeout parameter should be set to prevent denial of service attacks on the listener port.		
13	The expiry time parameter should be set to prevent inactive remote connections to the database		
14	Access control policies are in place for data access privileges.		
15	Password must not be same as the user id or "PASSWORD" upon creation of the new user id.		
16	The input field for password must not be visible while the users type in their passwords.		
17	Password must not be stored in clear. It must be encrypted or masked.		
18	User id/Password repository [e.g.. a file, database-table] must not be allowed to be copied out or must be secured against password-cracking.		

19	User cannot change password similar to the previous password. Password expiration and Password history should be configurable.		
20	Minimum password length should be configurable. Password complexity configuration should be available		
21	Password must force to change on the first sign-on.		
22	Account lockout should be configurable. After a certain number of unsuccessful attempt, the user id should get locked		
23	Password must meet complexity requirements such as alphanumeric with case sensitive and symbols.		
24	Inappropriate Password Traversal may lead to Passwords been stolen from device logs further leading to database compromise hence should not be allowed.		
25	Changing of password can be done without administrator assistance.		
26	IDs that have been dormant or inactive for X number of days must be revoked. Dormant period should be configurable		
27	Inactive ID for more than Y number days must be deleted.		
28	Vendor supplied default passwords for the system should be changed immediately upon installation.		
29	No single person can use super user ID to access the application. Usage of super user IDs and passwords should be minimized and properly authorized.		
30	Attackers may perform unauthenticated actions leading to users credentials compromise further leading to database breach so Cross Site Scripting should not be allowed.		
31	File transfer between ATM [Agent] and Server should be through secured through SSL [Solution should use HTTPS] and key pair exchange should be followed. Data transfer should be encrypted by following an industry standard encryption mechanism [minimum TLS 1.2].		