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Punjab & Sind Bank

(A Government of India undertaking)

Addendum No. 1 Dated: 28.11.2025

RFP through GeM for selection of vendor for Procurement of Integrated E-surveillance system at ATMs/CRMs under OPEX Model for Five (5) Years

GeM BID No: GEM/2025/B/6902983 Dated 18-11-2025

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This document is prepared by Punjab and Sind Bank for the "Selection of vendor for Procurement of Integrated E-surveillance system at ATMs/CRMs under OPEX Model for Five (5) Years" The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned. The Bank reserves the right to amend and reissue this RFP Document and all amendments will be integral part of the RFP. The Bank also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever and without any cost and / or compensation therefor

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Where service is a way of life

Addendum - 1

Contents

Introduction

Bank has published the Tender No: **GeM BID No: GEM/2025/B/6902983 Dated 18-11-2025** regarding "selection of vendor for Procurement of Integrated E-surveillance system at ATMs/CRMs under OPEX Model for Five (5) Years."

Following amendments have been made to RFP clauses. All other terms and conditions of the RFP shall remain unchanged.

Modification in RFP Clauses

				AMENDMENTS	
S.No.	**Page No.**	**Clause No.**	**Sub-Clause**	**Query**	**Amendment**
1	67	Annexure-II - Eligibility Criteria	Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company	Since the **Certificate of Commencement of Business** is applicable only to Public Limited Companies incorporated or converted on or after November 2018, we request clarification on compliance requirements for companies registered or upgraded to Public Limited status prior to this period, as only the Certificate of Incorporation is applicable in such cases. Therefore, kindly confirm whether submission of the **Certificate of Incorporation** alone will be acceptable for companies incorporated before November 2018.	1. Copy of Certificate of Incorporation and Certificate of Commencement of Business (where applicable) in case of Public Limited Company. 2. Bidder to submit a CA certified declaration confirming the date of incorporation/conversion and affirming that the Certificate of Commencement of Business was not required under applicable law at that time.

2	67	Annexure-II - Eligibility Criteria Point-4	Under clause Document para: 2. Satisfactory confirmation letter to be obtained from the respective Bank, mentioning the period and no. of sites (The Letter must be issued post the date of 22.08.2025, preferably on the format given in Annexure-5 of RFP)	Since most banks issue performance/completion certificates in their own format in response to tender-related requests, we kindly request that such certificates be accepted, provided they clearly specify the duration of service and the number of sites covered. We further request that no additional mandatory wording or prescribed statement be enforced beyond these essential details so kindly make the revision on obtaining the require certificate from customers.	1. Copies of the relevant Purchase/Work Order or Signed SLA duly attested by the Bidder. 2. Letter to be obtained from the respective Bank to the effect that the project has been implemented successfully and the bidder is/was rendering the services , mentioning the period and no. of sites (The Letter must be issued post the date of 22.08.2025, preferably on the format given in Annexure-5 of RFP)
3	67	Annexure-II - Eligibility Criteria Point-5	Under clause Document para: 2. Satisfactory confirmation letter to be obtained from the respective Bank, mentioning the period and no. of sites (The Letter must be issued post the date of 22.08.2025, preferably on the format given in Annexure-5 of RFP)	Since most banks issue performance/completion certificates in their own format in response to tender-related requests, we kindly request that such certificates be accepted, provided they clearly specify the duration of service and the number of sites covered. We further request that no additional mandatory wording or prescribed statement be enforced beyond these essential details so kindly make the revision on obtaining the require certificate from customers.	1. Copies of the relevant Purchase/Work Order or Signed SLA duly attested by the Bidder. 2. Reference letter to be obtained from the respective Bank, mentioning the period and no. of sites (The Letter must be issued post the date of 22.08.2025, preferably on the format given in Annexure-5 of RFP)

4	67	Annexure-II - Eligibility Criteria Point-8	The Bidder should have dedicated setup for Integrated ESurveillance system solution with 24x7 operations team to manage the all these services at Own Command Centre/Central Monitoring Station and a Disaster Recovery Monitoring Station in 2 different seismic zones within India with real-time failover system and both facilities must be owned and operated solely by the Bidder		The Bidder should have dedicated setup for Integrated ESurveillance system solution with 24x7 operations team to manage all these services at Own Command Centre/Central Monitoring Station. Bidders should also have a Disaster Recovery Monitoring Station in 2 different seismic zones within India with a real-time failover system.
5	44	3.2 (1 (w))	During the currency of the contract, if any additional sensor is required to be installed, the vendor will install the same without any extra cost.	Commercial as agreed mutually at that time	During the currency of the contract, if any additional sensor is required to be installed, the vendor will install the at a cost mutually agreed at that time .
6	48	XII	Billing module (automatic calculations of monthly bills) exclusively in web based portal.	We request to bank for Consolidated billing	Billing module for automatic calculations of site wise uptime, downtime and penalty. Exclusively in web based portal.

7	129	C	K ATM signage report ü ATM ID ü ATM Signage ON ü ATM Signage OFF ü ATM Signage Exception Report (in case of Non-functionality report to Branch / ZO)	In Detailed scope of work there isn't any signage control solution required. We request bank to please exclude this caluse from report section	Under mandatory reports Point C K ATM signage report · ATM ID · ATM Signage ON · ATM Signage OFF · ATM Signage Exception Report (in case of Non-functionality report to Branch / ZO) Stands Deleted

S.No.	Page No.	Clause No.	Sub-Clause	Query	Clarification
1	3 & 20 of 131	Submission of Hard Copies of Bid:	In Page Number 3 at Note: Point 5 In Page No 17 clause 2.14 (2)	Kindly clarify whether all bid documents are required in hard copy submission or only the BG (EMD) and documents executed on Stamp Paper (NDA and Integrity pact and other declarations)need to be physically submitted.	Please adhere to the terms of RFP

	21	2.17 - Confidentiality of the Bid Document	2) Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, purchase order to be issued, data papers and statements and trade secret of the Bank relating to its business practices and their competitive position in the market place provided to the selected Bidder by the Bank in connection with the performance of obligations of Bidder under the purchase order to be issued, in part or complete shall be considered to be confidential and proprietary information ("Confidential Information") and shall not be disclosed to any third party/published without the written approval of the Bank. 3) The Confidential Information will be safeguarded, and Bidder will take all the necessary action to protect it against misuse, loss, destruction, alterations, or deletions thereof. In the event of a breach or threatened breach by Bidder of this section, monetary damages may not be an adequate remedy; therefore, Bank shall be entitled to injunctive relief to restrain Bidder from any such breach, threatened or actual. 4) Any document, other than the Contract	We propose that the Clause be made mutual in order to protect the confidentiality of the Parties as data shall be shared at both ends. REQUIRED DISCLOSURE OF CONFIDENTIAL INFORMATION: If either party of this agreement is directed by way of a court order, subpoena or other legal or regulatory request or similar process to disclose information recorded on any documents or any of other party's Confidential Information, concerned party shall immediately notify other party in writing, in sufficient detail immediately upon receipt of such court order, subpoena, legal or regulatory request or similar process, in order to enable other party to make an application for an appropriate protection order. Provided however that, other party shall require to seek or the concerned party may seek on behalf of other party, a legally binding and enforceable injunctive order from competent court before the date of appearance of the concerned party before such competent authority which has sought the disclosure, so as to prevent contempt by the concerned party. A copy of the court order shall accompany such notice,	Please adhere to the terms of RFP

			itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Vendor's performance under the Contract, if so required by the Bank.	subpoena, legal or regulatory request or similar process.	

3	29	2.28 - Contract Period	The contract will start from the Acceptance of the Purchase Order by the Vendor and will be valid for the period of five years from the Acceptance of the Purchase Order by the Vendor. Contract may be extended on same terms and conditions and mutually agreed rates in single or multiple tranches up to 1 years i.e. another 1 Year at the sole discretion of the Bank, subject to yearly performance review for satisfactory performance of the Bidder. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this tendering process shall be borne by the successful bidder. Bank reserves the right to cancel / terminate the contract at any time by giving a written notice of 30 days in case bidder fails to meet any of the requirements as mentioned in the RFP.	We suggest that the terms and conditions of extension of the contract should be mutually agreed upon. A curing period of minimum 30 days should be given to the Bidder before providing notice of termination of 30 days.	Please adhere to the terms of RFP

4	33	2.34 - Service Level Agreement	On the completion of selection process, the successful bidder(s) shall be required to enter into a contract with Bank and need to execute a comprehensive Service Level Agreement (SLA) with Bank within thirty (30) days of Acceptance of Purchase Order or within such extended period, as may be specified by the Bank. This contract shall be based on this RFP document (read with Addendums / Corrigendum / Clarifications), LOI, Purchase Order, the Bidder's offer document with all its enclosures, modifications arising out of negotiation / clarification etc. and such other terms and conditions as may be determined by Bank to be necessary for the due performance of the work, as envisaged herein and in accordance with the bid. However, the terms and conditions of Purchase Order and RFP (read with Addendums / Corrigendum /Clarifications) shall constitute a binding contract till such time the formal contract is signed by the Bank and the Bidder. The successful bidder may have to sign multiple contracts with the State Nodal Offices at each State in India as per GST Rules. Bank expects that the Bidder shall be bound by the Service Levels described	We propose that the time for execution be extended to 45 days. Further, we suggest that the right to Audit needs to be only after prior intimation of 15 days to the Bidder. The bidder should be responsible only to show the relevant data pertaining to the contract and not otherwise. Further, in case Bank retain any information / data of the Bidder, the Bank/ third party engaged by Bank shall be obliged and shall adhere confidentiality obligations and protect the information / data in the same manner as if Bidder protects Bank's information. Further, there should not be any conflict of interest with the Auditors. The Bank shall ensure such audit personnel shall maintain confidentiality and follow the code of conduct impelmented by the bidder if at the premises of the bidder.	Please adhere to the terms of RFP

			in this document. Service Levels will include Availability measurements and Performance parameters. Bank requires the Bidder to provide reports for all availability and performance parameters a log of all issues that have been raised and Closed/ Pending Closure by the Bidder. The frequency of these reports would be Weekly, Monthly, Quarterly and Yearly. However, all Availability and Performance Measurements will be on a monthly basis for the purpose of Service Level reporting. Service Level Availability is to be measured and reported on a monthly basis by bidder and will be validated by PSB. Audits will normally be done on monthly/quarterly basis or as required by Bank and will be performed by Bank or Bank appointed third party agencies.		

5	36	5. Uptime	The bidder shall guarantee a 24x7x365 availability of the solution with monthly minimum uptime as per the following SLA metrics shall apply to the e-surveillance solution: Failure to meet SLA shall attract a penalty of 0.5% of the monthly invoice per site for each parameter breached, subject to a maximum cumulative penalty of 10% of the monthly invoice amount. Repeated SLA violations (more than three times in a quarter) may lead to invocation of the Performance Bank Guarantee and/or contract termination.	Any penalty or deduction or invocation of PBG or termination of contract shall be subject to prior cure notice in writing by the Bank. The Bidder shall not be responsible for downtime which is arising due to reasons which are not attributable to Bidder or where downtime is due to the Bank's negligence or failure to perform its part or Bank's infrastucture failure. Our liability in relation to the aforesaid services will be limited to the scope of services provided by us. We will assume no liability for any loss (either direct or indirect) that may be caused to you, due to factors that are beyond our reasonable control. While we take all efforts to ensure that there are no downtimes, please note that our services are provided on a best effort basis, and you may experience downtimes due to technical factors beyond our control. We will not be responsible for any unfortunate incident that is beyond our scope of service and control, during downtime.	Please adhere to the terms of RFP

6	37	5.6 - Uptime	Penalties/Liquidated Damages for non-performance: If the bidder does not meet the requirements of the GeM BID (RFP) during contract, the bidder shall rectify the same at bidders cost to comply with the requirements immediately to ensure completion of the activity, failing which the Bank reserves its right to invoke the Bank Guarantee.	The Bank shall not levy any liquidated damages to the bidder further both the penalty and liquidated damages cannot be levied simultaneously. We suggest deletion of the clause related to liquidated damages. As mentioned hereinabove, the PBG shall be invoked or contract should be terminated only after providing a reasonable cure period of minimum 30 days.	Please adhere to the terms of RFP
7	37	5.9	If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non performance.	The Bank shall not levy any liquidated damages to the bidder. The Bank may terminate the RFP/agreement. We suggest deletion of the clause related to liquidated damages. As mentioned hereinabove, the PBG shall be invoked or contract should be terminated only after providing a reasonable cure period of minimum 30 days.	Please adhere to the terms of RFP
8	37	5.10.	Any financial loss to the Bank on account of fraud taking place due to Successful Bidder, its employee or their services provider’s negligence shall be recoverable from the Successful Bidder along with damages if any with regard to the Bank’s reputation and goodwill.	Bidder should be liable for the proven and actual losses only and which are directly attributable to the Bidder. We cannot be liable for any indirect or consequential loss.	Please adhere to the terms of RFP

9	37	5.12	The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.	Bank should not levy any liquidated damages. We further request that the Bank should serve with pre-invocation notice of minimum 30 days. Further, the Bank should agree that it shall not invoke the Performance Bank guarantee beyond the losses suffered by the Bank which is directly attributable to the Bidder and shall return the same to the Bidder upon expiry or termination of the contract, along with a suitable discharge letter.	Please adhere to the terms of RFP

10	38	6. - Payment Terms	The following terms of payment shall be applicable to this contract and will be released after execution of Contract Agreement. · Bank will release the payment on completion of activity and on production of relevant documents/invoices. Please note that Originals of invoices (plus One Copy) reflecting GST, GSTIN, State Code, HSN Code, State Name, Taxes & Duties, Proof of delivery duly signed by Bank officials of the respective Branch/office and Manufacturer's / Supplier's Warranty Certificate should be submitted while claiming payment in respect of orders placed. · The solution provider has to submit installation report/ UAT Form report duly signed by the Bank officials of the respective Branch/offices in originals while claiming payment. The invoice and installation report should contain the product serial number of the items supplied. · Bank will not pay any amount in advance. The payments to the Service Provider will be made on monthly basis based on monthly invoice raised by the Bidder along with monthly downtime reports after deducting applicable penalty, if any. All invoices shall be	We propose that no penalty shall be imposed and no set offshall be avaliable agasint the pending Invoices. We suggest to add the below clauses: The Bank shall return any incorrect invoice to the Bidder within (three)3 working days of receipt of invoice, After such three (3) working days of receipt of the invoice, the invoice shall be considered correct/proper and Bank shall be obliged to make payments accordingly. Should Bank dispute in good faith all or any portion of the amount due or require any adjustment to the fees, Bank may withhold payment of the disputed amount but shall notify the Bidder in writing of the nature and basis of the dispute and/or adjustment within (three) 3 working days from the date of receipt of the invoice and the accepted amount shall be settled through debit note/credit note. Each party shall use its commercially reasonable and good faith efforts to resolve the dispute prior to the payment due date. In case of any delay for payment of the billed amount more than stipulated period, the interest @ 18% per annum will be levied on the outstanding amount from the date of default until actual realization and if	Please adhere to the terms of RFP

			submitted by the Service Providers to the respective Zonal Office and payments released from respective Zonal Offices only. · The payment will be made only for the services provided by the Service Provider as mentioned in the scope of work. The vendor has to submit the invoices within 1st week of every succeeding month along with the uptime and downtime reports as mentioned above. -The Bank shall right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to default on the Bank. If the line items are mentioned in the commercial bid is not taken up by the Bank during the course of assignment, the Bank will not pay the amount quoted against such activity/line item. - The Bank shall finalize the Installation and User Acceptance Test format mutually agreed by the solution provider. The solution provider shall strictly follow the mutually agreed format and submit the same for claiming installation and acceptance payment. - The payments will be released through NEFT after deducting the applicable LD/Penalty (if any) and applicable TDS,	the payments are still not processed for further period in 2 months, the Bidder shall also be entitled to suspend Services and such suspension shall not be termed as breach of the Agreement by the Bidder and could not be held responsible or penalized for Service lapses.	

			centrally by respective Zonal Offices and the Service provider has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code, region (State / UT) wise GSTIN etc.		

11	38	7. - Paying Authority	First Month's payment will be calculated on pro-rata basis from date of UAT signed by Branch Officials of the site. The onus lies with the Service Provider to submit the UAT format duly attested by Bank Officials after LIVE of Site and providing demo to Designated Branch Officials. Consolidated Payment for all sites per month shall be made by respective Zonal Office within 10 working days from receipt of Monthly Invoice with all complete documents / invoices, subject to performance and delivery of the services to the satisfaction of the Bank as per SLA/scope of work.	We suggest deletion of the portion highlighted in red.	Please adhere to the terms of RFP

12		2.38 - Solicitation of Employee	Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who – · Initiate discussions regarding such employment without any direct or indirect solicitation by the other party. · Respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or · Has been terminated by a party prior to the commencement of employment discussions with the other party.	We suggest deletion of this clause.	Please adhere to the terms of RFP

13	50		Bidders not complying with the terms and conditions of the RFP are liable to be rejected. The successful bidder must initiate work on the project within 15 days of execution of the contract. The first page of the contract agreement shall be on a stamp paper of appropriate value. The selected Bidder should perform activities as mentioned in "Section-3 Scope of Work". However, if for any reason the work is not completed as per the requirements of the RFP within the stipulated time the bank will impose Liquidated damages and penalty.	We suggest the said period be extended to 30 days. Further, the Bank should not impose Liquidated damages and penalty as it has the right to terminate the contract. In any event, we suggest that before imposing any penalty Bank needs to prove that there is default on part of the Bidder. The Bank before imposing any penalty shall provide a details of the claim along with a detailed notice of such claim together with relevant supporting documents. Further, Bidder should be entitled for a cure period before such penalties are levied. Further, before imposing any penalty the Bank shall provide an advance notice of 30 days to rectify the defect / default, and the penalty shall be imposed only on failure to rectify the default.	Please adhere to the terms of RFP

14	50	4.2 - Duration of Contract	The contract will start from the date of acceptance of purchase order by the Bidder and will be valid for Five (05) years, subject to yearly performance review for satisfactory performance of the Bidder. If required, the tenure of contract can be extendable on same terms and conditions. Bank reserves the right to cancel / terminate the contract at any time by giving a written notice of 30 days in case bidder fails to meet any of the requirements as mentioned in the RFP.	We suggest that the terms and conditions of extension of the contract should be mutually agreed upon. A curing period of minimum 30 days should be given to the Bidder before providing notice of termination of 30 days.	Please adhere to the terms of RFP
15	51	4.4 - Not acceptance/ non-execution of order	In case the bidder shortlisted through this RFP process (hereinafter called “successful bidder” or “Vendor”) refuses to accept / execute the order, Bank reserves the right to place the order to other successful bidders in its sole discretion. Bank is having all the rights to recover the penalty amount from PBG as well as any amount payable, expenses, costs, charges etc. from such successful bidder who refused to accept/executed the order. Bank also reserves the right to blacklist/debar the said successful bidder in such eventuality without giving any notice thereof in this regard for a period of further 2 years from the date of blacklisting/debarment.	We suggest deletion of the portion highlighted in red as the Bank is entitled to termination and also blacklist/ debar the Bidder.	Please adhere to the terms of RFP

16	51	4.5 - Penalty	The selected Bidder should perform activities as mentioned in "Scope of Work". However, if for any reason the work is not completed as per the requirements of the RFP within the stipulated time the bank will impose Liquidated damages and Penalty as per Annexure-23 Penalty clause.	Further, the Bank should not impose Liquidated damages and penalty as it is entitled to terminate the contract.	Please adhere to the terms of RFP
17	51	4.7 - No right to set off	In case the Bidder has any other business relationship with the Bank, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this empanelment to the Bidder for any payments receivable under and in accordance with that business.	We suggest that this should be applicable to Bank also whereby the Bank also should not claim any set-off.	Please adhere to the terms of RFP

18	52	4.1	It is the responsibility of the bidder to change/upgrade/customize the infrastructure at all levels (like software, hardware supplied to Bank, Infrastructure at Management Centre, ATM site etc.) for ensuring the compliance to statutory, RBI, IBA etc. requirements to the Bank. Bank reserves the right to close the machine at its discretion for non-compliance of regulatory guidelines. Cyber security Compliance: · Vendor shall comply with RBI Master Directions on Cyber Security Framework and Master Direction on Outsourcing of IT Services, 2023. The vendor shall ensure that the surveillance infrastructure is protected against cyber threats through secure configurations, timely patching, and vulnerability remediation. · Vendor shall submit an annual Cyber security Compliance Certificate from a CERT-In empaneled auditor confirming that the deployed infrastructure meets applicable regulatory and industry cyber security standards.	This shall be mutual. Compliance should be by both Parties	Please adhere to the terms of RFP

19	Chapter 4	4.11 - Liquidated damages	The Liquidation Damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, Operationalization, implementation, warranty, maintenance etc.) by the Bidder. The Bank will consider the inability of the Bidder to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Bidder. If the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 10% of the complete contract amount. Bank may also consider termination of the contract. In case of termination of contract due to breach committed by the Successful Bidder, the Bank reserves the right to recover an amount equal to 10% of the Contract value as Liquidated Damages. Both Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently.	The entire clause of liquidated damages to be deleted as the Bank is entitled to terminate the contract. If the same is to be retained then we suggest this clause to be adding the following: Notwithstanding anything contained elsewhere in this Agreement, the maximum aggregate liability of the Bidder hereunder (whether arising out of or in relation to indemnity, contract, tort, including negligence or otherwise) shall in no event exceed the aggregate invoice amount for 12 months.	Please adhere to the terms of RFP

			The penalty is for delay of performance and not for termination, whereas the liquidated damages are applicable only on event of termination on default. Penalty or/and Liquidated Damages is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the selected Bidder to prove that the delay is attributable to the Bank and Force Majeure. The selected Bidder shall submit the proof authenticated by the Bidder and Bank’s official that the delay is attributed to the Bank and/or Force Majeure along with the bills requesting payment. The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner. If any act or failure by the Bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions, to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures. If the Bidder fails to complete the due performance of the contract in document, the Bank reserves the right either to terminate the order or to recover a suitable amount as deemed reasonable as		

			Penalty / Liquidated damages for non-performance. Any financial loss to the Bank on account of fraud/data breach/loss/damage, third party claims of infringement of patent, trademark or industrial design, etc. taking place due to successful bidder, its employees or due to successful bidder’s negligence shall be recoverable from the successful bidder along with the damages, if any, with regard to Bank’s reputation and goodwill. Decision of the Bank in this regard shall be final and binding on the successful bidder.		

20	54	4.12.3. - termination for convenience	The Bank, by written notice of not less than 30 (Thirty) days sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.	We suggest that the Bank shall not terminate the agreement for convenience as Bidder may suffer huge loss and damage due to such convenience termination. We therefore suggest deletion of this clause for termination of agreement for convenience.	Please adhere to the terms of RFP

21	Chapter 4	4.13 - Subcontracting	Subcontracting is prohibited. However, if due to some unavoidable circumstances, such requirement is needed in part or full, then the successful bidder will have to obtain specific written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same. In case sub-contracting is permitted by the Bank, the contracting vendor will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all the terms and conditions of this RFP. PSB shall deal with successful bidder only and any third-party contract made by it and terms & conditions associated therewith will not be binding on PSB. The successful bidder shall be responsible for managing the activities of its personnel and any sub-contracted personnel, and will hold itself responsible for any misdemeanor of civil and criminal nature. Security requirements of the contract and the Bank can obtain independent audit report for the same. In such a case, the successful bidder shall provide subcontracting details to the Bank and if require, Bank may evaluate the same.	We suggest that sub-contracting to Bidders subsidiaries should be allowed.	Please adhere to the terms of RFP

			Such sub-contractor shall be subject to the obligations and duty under the Agreement as Supplier/bidder/Successful bidder.		

22	55	4.14 - Force Majeure	The bidder or the Bank shall not be responsible for delays or non-performance of any or all contractual obligations due to any Force Majeure cause which is beyond the control of the bidder or Bank, as the case may be and which substantially affects the performance of the obligations under the Agreement of the contract such as including: · Acts of God, natural calamities, including but not limited to floods, droughts, earthquakes and epidemics; · Acts of any country, domestic or foreign, including but not limited to war, declared or undeclared priorities, quarantines, embargoes; · Riots and civil commissions; · Lockdown imposed by Govt., Pandemic declared by Govt. and Quarantine restriction imposed by the govt. etc. · Provided that the bidder shall notify the Bank in writing of such causes within ten days from the occurrence of such a cause. · Provided further that in case of delay in Services, which shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the contract and the Bank shall have the right to terminate this contract. A cure period of 15 days from the date of notification to the service provider will be provided prior to issue of	The definition of Force Majeure should also be include Strikes and Bandhs. And should also include, notifications issued by governmental or semi-governmental bodies from time to time or any other acts of Government. Further, wer request that Bank shall also not withhold any dues payable to Bidder against the services provided due to such cases.	Please adhere to the terms of RFP

			notice of termination/invocation of Bank Guarantee on account of any or all of the subclauses. ·Further, Bank also reserves the right to assign the work to other successful bidders or/and bidders without any consequences and claims. ·· Unless otherwise directed by the bank in writing, the Bidder affected by force majeure shall continue to perform the obligations under this agreement, which are not affected by the force majeure event and shall take such steps as are reasonably necessary to remove the causes resulting in force majeure and to mitigate the effect thereof. ·· As soon as the cause of force majeure has been removed, the Bidder shall notify the Bank and resume the affected activity without delay. ·· Notwithstanding the above, the decision of the bank shall be final and binding on the Bidder in the event of force majeur		

23	Chapter 4	4.16 - Contract between Bank and Shortlisted Bidder	The shortlisted bidder shall be required to execute SLA (Service Level Agreement), IP (Integrity Pact) and NDA (Non-Disclosure Agreement) with the Bank within 30 working days of issuance of Purchase Order by the Bank.	We suggest that a copy to be provided to the Bidder for its records.	Please adhere to the terms of RFP

24	56	4.17 - Principal to Principal Relationship	The employees engaged by the Successful bidder shall be deemed to be the employees of successful bidder only, and the Bank shall not be connected with the employment or the terms and conditions thereof in any way. The Successful bidder alone would comply with the statutory obligations and Labour Regulations/ Rules in this regard. None of the provisions of the Agreement shall be deemed to constitute a partnership/Joint Venture between the parties hereto, and neither party shall have authority to bind the other except as specifically provided for hereunder. Neither party hereto is the agent of the other nor there no master-servant relationship between the parties. The relationship is on principal-to-principal basis. The Successful bidder shall be responsible for payments of all statutory dues with respect to each of its personnel/employees engaged by it to render service under this Agreement with respect to each applicable Labour law, including, the Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Payment of Bonus Act, 1965, the Employees' State Insurance Act, 1948, the Payment of Gratuity Act,1972, the Maternity Benefit Act, 1961, the Employees' Provident Funds and	We suggest that this should be applicable to the Bank and its employees as well. Therefore, the clause to be suitably modified.	Please adhere to the terms of RFP

			Miscellaneous Provisions Act, 1952, etc. No dues/contributions under any future law/-Labour legislations, as applicable, are payable by the Bank with respect to the Successful bidder’s personnel/employees. The successful bidder will have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to personnel/employees of under applicable Labour legislations.		

25	56	4.18 - Assignment	The successful bidder shall not assign to anyone, in whole or in part, its obligations to perform under the contract, except with the Bank's prior written consent and PSB reserves its right to terminate the Agreement, if no such consent is obtained by the successful bidder. If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this contract shall be considered to be assigned to the new party and such an act shall not affect the rights and obligations of the successful bidder and such amalgamated/merged entity.	We propose to add that within 7 days of the merger, amalgamation, take-over etc., the Bank should inform the Bidder about the same.	Please adhere to the terms of RFP

26	56	4.19 - Patent Rights	The successful bidder shall indemnify and keep harmless the Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India. · The bidder shall, at their own expense, defend and indemnify and keep the Bank harmless against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad. · The bidder shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the bidder shall be fully responsible to compensate the bank against such financial loss including all expenses and court and legal fees. · The Bank will give notice to the bidder of any such claim without delay, provide reasonable assistance to the bidder in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim. The successful bidder shall be responsible	The bidder shall only indemnify for direct damages, costs etc. Additionaly the bidder shall not indemnify the Bank for any indirect or consequentials losses. We suggest to add below clause : The indemnity Provisions shall be subject to adherence of reconciliation process and limit on liability. Further, the Bank shall, while making any indemnity claim, shall provide a detailed notice of such claim together with relevant supporting documents. The Bidder shall not be responsible under indemnity provisions in this Agreement to the extent that loss is attributable to the negligence and/or breach of this Agreement or breach of applicable Laws by the Bank or its employees or for any services that is availed by Bank outside the scope of this Agreement. The bidder shall be liable for any third-party IPR infringement claim if such infringement is solely attributable to the bidder's acts or omission under the agreement.	Please adhere to the terms of RFP

			for obtaining all necessary authorizations and consents from third party licensors of software used by successful bidder in performing its obligations under this Project.		

27	57	4.20 - Confidentiality	The selected bidder acknowledges that all material information which has or will come into its possession or knowledge in connection with this Agreement or the performance hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to PUNJAB & SIND BANK. The bidder agrees to hold such material and information in strictest confidence and not to make use thereof other than for the performance of this agreement to release it only to employees requiring such information and not to release or disclose it to any other party. The bidder agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and nondisclosure of confidential information under this Agreement can be fully satisfied. Punjab & Sind Bank's data is confidential and should NEVER be disclosed to any institutions or used by the bidder for purpose other than required for performing the Contract. The selected bidder will take suitable steps to ensure the confidentiality of Punjab & Sind Banks' data. This step should include having the employees assigned to Punjab & Sind Banks' work sign a 'Confidentiality Agreement'. The selected bidder	We propose that this clause should be mutual as data will be shared by both parties. Accordingly, appropriate changes to be made to this clause.	Please adhere to the terms of RFP

			undertakes not to keep this data with its company after the end of this agreement. This clause will outlive the agreement date. The Bidder shall sign a Non-disclosure Agreement as per Annexure-13.		

28	57	4.21 - Inspection and Audit	It is agreed by and between the parties that the Bidder shall get itself annually audited by internal/external empaneled Auditors appointed by the Bank/ inspecting official from the Bank, Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and the bidder shall submit such certification by such Auditors to the Bank. The bidder and or his / their outsourced agents /sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Bidder. The Bidder shall, whenever required by such Auditors, furnish all relevant information, records/data to them without any delay or/and protest. All costs for such audit shall be borne by the Bidder. · Where any deficiency has been observed during audit of the Bidder on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by the Bidder that it shall correct/ resolve the same within the timeline specified by the Bank and shall	We propose deletion of the portions highlighted in red and add the following in this clause appropriately: The Inspection and Audit can be done only after prior intimation of 15 days to the Bidder. The bidder should be responsible only to show the relevant data pertaining to the contract and not otherwise. Further, in case Bank retain any information / data of the Bidder, the Bank/ third party engaged by Bank shall be obliged and shall adhere confidentiality obligations and protect the information / data in the same manner as if Bidder protects Bank's information. Further, there should not be any conflict of interest with the Auditors. The Bank shall ensure such audit personnel shall maintain confidentiality and follow the code of conduct impelmented by the bidder if at the premises of the bidder.	Please adhere to the terms of RFP

			provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. It is also agreed that the Bidder shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies observed. · Bidder further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/ Reserve Bank of India and or any regulatory authority required for conducting the audit. The Bank reserves the right to call and/or retain for any relevant material information / reports including audit or review reports undertaken by the Bidder (e.g., financial, internal control and security reviews) and findings made on the Bidder in conjunction with the services provided to the Bank. · The Bank has the right without notice to inspect immediately as per circumstances as decided by bank, and test the infrastructure, software and procedures being followed for this engagement by Bidder at any time. · The Bank may audit Bidder’s records		

			during normal business hours related to the Services covered under this Agreement. · The bidder shall provide unrestricted access to its premises and records being maintained with regard to the job being performed as per its contract with the Bank, to the authorized personnel of the Bank / its auditors (internal and external)/ any statutory / regulatory authority / authorized personnel from RBI to carry out any kind of process of audit including that of its operations and records related to Bank's Middleware, as per its own satisfaction, in the presence of representatives of the bidder, at any point of time by giving advance notice. · It shall be the responsibility of the bidder to ensue unrestricted access to the authorities/ officials as mentioned above to the places where such services are outsourced, for inspections and verification. · Before the UAT sign off and Go live, VAPT/audit is mandatory. It is responsibility of the bidder to support Bank's official to provide all records for audit purpose. · The bidder should comply with the security controls parameters.		

29	58	4.23 - Infringement Indemnity	1. The vendor shall indemnify and keep harmless the Purchaser/Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India. a. The vendor shall, at their own expense, defend and indemnify and keep the Bank harmless against all third party claims of infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights (collectively referred to as "Infringement Claims") arising from use of the products or any part thereof in India or abroad. b. The vendor shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the vendor shall be fully responsible to compensate the bank against such financial loss including all expenses and court and legal fees. 2. The Bank will give notice to the vendor of any such claim without delay, provide reasonable assistance to the vendor in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim. 3. The vendor shall be responsible for	The bidder shall only indemnify for direct damages, costs etc. Additionaly the bidder shall not indemnify the Bank for any indirect or consequentials losses. We suggest to add below clause : The indemnity Provisions shall be subject to adherence of reconciliation process and limit on liability. Further, the Bank shall, while making any indemnity claim, shall provide a detailed notice of such claim together with relevant supporting documents. The Bidder shall not be responsible under indemnity provisions in this Agreement to the extent that loss is attributable to the negligence and/or breach of this Agreement or breach of applicable Laws by the Bank or its employees or for any services that is availed by Bank outside the scope of this Agreement. The bidder shall be liable for any third-party IPR infringement claim if such infringement is solely attributable to the bidder's acts or omission under the agreement. Indemnification Procedure to be followed by the Parties: The indemnification obligations of Bidder for Third Party Claim against the Bank shall	Please adhere to the terms of RFP

			obtaining all necessary authorizations and consents from third party licensors of software used by vendor in performing its obligations under this Project.	be subject to: a) Bank giving prompt notice of the third party claim received, reasonable co-operation and assistance as may be required by the Service Provider for defending the third party claim; b) allow the Service Provider to control the defence or settlement of the third party claim by appointing legal counsel of its choice; c) provide required information about the third party claim which is not available with the Service Provider and required to defend the third party claim and take necessary steps to mitigate or salvage the losses, if possible; and d) comply with the court's order.	

30	59	4.24 - Non-exclusivity	Notwithstanding anything contained in the present Agreement, the arrangement hereby agreedbetween the parties, shall be on a non-exclusive basis. Bank reserves its right to appoint/engage one or more bidder(s) to provide like services concurrently or otherwise during the currency of this Agreement.	We suggest that this should not be non-exclusive as if the Bank appoints/ engages some other entity then it may cause loss to the sucessful bidder.	Please adhere to the terms of RFP

31	59	4.25 - Governing Law and Disputes	All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of this Agreement or breach thereof shall be settled amicably within reasonable time. If, however, the parties are not able to find a resolution to issues amicably within reasonable time, the same shall be settled by arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996. The matter shall be referred to a sole arbitrator pursuant to issue of a notice of 30 days to invoking arbitration in writing to the other party clearly setting out the specific dispute(s). For the appointment of sole arbitrator, Bank shall suggest a Panel of Arbitrators consisting three names out of which the Bidder may agree to any one. In case, Bidder fails to convey its determination within a period of 30 days from the date of receiving such names, Bank shall nominate a Sole Arbitrator out of the Panel of Arbitrators and the same shall be acceptable to Vendor. In case of failure of parties to appoint sole arbitrators, Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator." The award passed by sole	We suggest that the seat and venue of arbitration shall be Mumbai. Further, we suggest that both parties appoint the arbitrators and the two arbitrators appointed a third arbitrator to form a tribunal.	Please adhere to the terms of RFP

			Arbitrator shall be binding on the parties. The seat and venue of the arbitration shall be at Delhi. Any challenge including appeal to the arbitral award shall be subject to the exclusive jurisdiction of courts at Delhi. Bidder shall continue to work under the Agreement during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the approval of bank in writing that the events are such where work cannot possibly be continued or until the arbitrator's decision to the contrary, as the case may be, has been obtained by Bidder. However, during such a contingency, the Bank shall be entitled to make alternative arrangements to tackle the situation in any manner it deems fit, at the cost of the Bidder which may be adjusted by the Bank from the Performance Bank Guarantee and/or any amount to the credit of or payable to Bidder, being treated in default, so that the business of the Bank is not disrupted. Parties shall bear their own costs and cost of the Arbitrator shall be shared by the parties. The venue of the arbitration shall be Delhii. · The language of the arbitration proceedings and that of all documents and communications between the parties shall be in English and a daily English		

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

32	60	4.28 - Data Protection	Successful bidder will comply with the digital personal data protection Act, 2023 and will comply with all privacy and data protection provisions & subsequent amendments & modifications thereon. Further it must be ensured that due care be taken while collecting and dealing with sensitive personal data or information. Web portal will be secured to avoid hacking, infusion of virus, unauthorized copying, tampering, etc. and all sort of security required as per law & practices to be adopted and implemented by bidder. Any breach of this Condition by the bidder shall be deemed to be a material breach of the Contract and the Bidder shall indemnify BANK from the against any costs, losses, damages, proceedings, claims, expenses or demands incurred or suffered by BANK which arise as a result of such breach. Bidder shall not use for publicity, promotion, or otherwise, any logo, name, trade name, service mark, or trademark or any simulation, abbreviation, or adaptation of the same of the Punjab and Sind Bank or any of its affiliate or the name of any Bank's employee or agent, without Bank's prior written express consent. The Bank may withhold such consent, in case so granted by it, in its absolute discretion. Violation	We propose that the Clause be made mutual as data shall be shared at both ends and in order to protect the confidentiality of the Parties.	Please adhere to the terms of RFP

			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.		

33	122			We suggest to add below clause under clause No.1 The Bank before imposing any penalty shall provide details of the claim along with a detailed notice of such claim together with relevant supporting documents. Further, Bidder should be entitled for a cure period before such penalties are levied. Further, before imposing any penalty the Bank shall provide an advance notice of 15 days to rectify the defect / default, and the penalty shall be imposed only on failure to rectify the default.	Please adhere to the terms of RFP
34	122	2. Penalty on delay in submission of PBG:	In case the selected Bidder fails to submit performance bank guarantee within the time stipulated, penalty of Rs.5,000/- per day, subject to maximum 5% Total contract value will be levied.	We suggest that the penalty to be reduced to Rs. 500 per day and 5% to be reduced to 1 % as the existing penalty is on very higher side.	Please adhere to the terms of RFP
35	122	4. Liquidation Damages	If the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 10% of the complete contract amount. Bank may also consider termination of the contract.	We suggest that this clause to be deleted as we are not ok charging both the penalty and liquidated damage, we suggest either of the one to be charged.	Please adhere to the terms of RFP

36	125			we suggest to add the below clause as clause No. 10. The Bidders liability in relation to the aforesaid services will be limited to the scope of services provided by the Bidder. The Bidder assume no liability for any loss (either direct or indirect) that may be caused to you, due to factors that are beyond our reasonable control. While the Bidder take all efforts to ensure that there are no downtimes, please note that the services of the Bidder are provided on a best effort basis, and the Bank may experience downtimes due to technical factors beyond our control. The Bidder will not be responsible for any unfortunate incident that is beyond our scope of service and control, during downtime.	Please adhere to the terms of RFP

37	Page 56	Clause 4.28 Data Protection	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.	The data protection clause is not applicable as the Service Provider i is not having access to any Data. We propose the following addition: The Bank, shall, while making any indemnity claim, provide a detailed notice of such claim, together with relevant supporting documents. The Bidder shall not be responsible under indemnity provisions in this Agreement to the extent that loss is attributable to the negligence and/or breach of this Agreement or breach of Applicable laws by Bank or its emplooyees or for any services that is availed by the Bank outside the scope of this Agreement. The Indemnities shall always be subject to the adherence of the reconciliation process and limit on liability.	Please adhere to the terms of RFP

38	Page 89	NON-DISCLOSURE AGREEMENT Clause 4 (f)	The said proceedings shall be conducted in English/Hindi language at New Delhi and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto. This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of New Delhi.	The said proceedings shall be conducted in English/Hindi language at Mumbai New Delhi and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto. This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of New Delhi Mumbai.	Please adhere to the terms of RFP
39	Page 118	Annexure-23	Penalty Clause	We suffest to add the below clause : The Bank before imposing any penalty shall provide a details of the claim along with a detailed notice of such claim together with relevant supporting documents. Further, Bidder should be entitled for a cure period before such penalties are levied. Further, before imposing any penalty the Bank shall provide an advance notice of 15 days to rectify the defect / default, and the penalty shall be imposed only on failure to rectify the default.	Please adhere to the terms of RFP

40	Page 99	chapter 3 scope of work page no 39	The proposed Central Monitoring System (CMS) shall be modular and scalable to accommodate future expansion, including integration with other bank surveillance systems and additional ATMs/CRMs without significant architectural changes.		Subclause Quoted but no Query raised by bidder
41	Page 99	Site preperation page no 41	The selected bidder is required to do all site preparation jobs, if required, to mount the desired device/equipment. Site and location identification for installation of system would be done solely at the discretion of the Bank. The Bank may shift its ATMs/Branches during the contract period and these cases, the bidder has to shift the same equipment to the new location without incurring any additional cost to the Bank		Subclause Quoted but no Query raised by bidder
42	Page 99	Supply of equipment	· Provide BIS certification for all equipment models, where applicable. The Bank reserves the right to reject equipment from vendors or OEMs not meeting these criteria.	16 – 32 Zone Alarm Panel with BIS/UL/FCC/CE/NAB L Certification	Please adhere to the terms of RFP

43	Page 100	PBG	We can issue BG only thru Private Banks. BG format may undergo changes at the time of vetting by Bank. You need to share SFMS Enables IFSC code to transmit BG online		Subclause Quoted but no Query raised by bidder
44	99	3.9	Pre-recorded messages should be played with minimum 60 seconds or more to avoid any theft/burglary or any suspicious activity.	please specify list of scenerios along with the pre- recorded voice message to be played at site	Please adhere to the terms of RFP
45	99	3.6	Camera analytics for head count in ATM premise (it is required to ascertain footfall required for assessment of viability / profitability / potential of the Site. To detect / thwart potential 60 untoward incidents and to auto generate alert tickets for incident escalation)	please clarify about this clause. Need person count?	**Clarification** : it is required to ascertain footfall and To detect / thwart potential untoward incidents and to auto generate alert tickets for incident escalation

46	10	1.21	Auto Shutter Lock Sensor Zone (Shutter sensor is required with role limited to the monitoring of opening/closing activity of ATM Shutter)	please clarify about auto shutter lock	**Clarification:** Shutter sensor is required with role limited only to the monitoring of opening/closing activity of ATM Shutter
47	67	Annexure-II - Eligibility Criteria	Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company	Since the Certificate of Commencement of Business is applicable only to Public Limited Companies incorporated or converted on or after November 2018, we request clarification on compliance requirements for companies registered or upgraded to Public Limited status prior to this period, as only the Certificate of Incorporation is applicable in such cases. Therefore, kindly confirm whether submission of the Certificate of Incorporation alone will be acceptable for companies incorporated before November 2018.	Please refer Addendum 1

48	67	Annexure-II - Eligibility Criteria -Point-4	The Bidder should have at least 3 years of experience as on 31.07.2025 in providing and successfully implementing Integrated E-Surveillance solution for at least 2 Scheduled Commercial Banks, out of which at least 1 must be Public Sector Undertaking (PSU) Bank With Work Order of minimum 3000 sites (ATMs, CRMs, e-lobbies, Branches) in Last 3 years.	Clarification on Site Requirement: 1. We request confirmation on whether the requirement of a minimum 3000 sites (including at least 1 PSU Bank) is to be considered only for work executed within the last 3 years as on 31.07.2025, OR whether work orders covering 3000 sites (including 1 PSU Bank) that were issued more than 3 years prior to 31.07.2025 — but this contract is still active, ongoing, or under continuation — will also be considered as eligible under the evaluation criteria. 2. We request the confirmation on the asked type of sites, whether it's a combination of ATMS, CRMs, e-Lobbies, Branches all together accepted or separate any single type either of any as well be accepted. Pl. elaborate the same	**Clarification:** 1. Work orders covering 3000 sites (including 1 PSU Bank) that were issued more than 3 years prior to 31.07.2025 — this contract can be still active, ongoing, or under continuation — will also be considered as eligible under the evaluation criteria 2. It can be Integrated E-Surveillance solution at ATMs/CRMs/e-loobies/Branches or in combination of all

49	67	Annexure-II - Eligibility Criteria Point-4 & 5	Under clause Document para: 2. Satisfactory confirmation letter to be obtained from the respective Bank, mentioning the period and no. of sites (The Letter must be issued post the date of 22.08.2025, preferably on the format given in Annexure-5 of RFP)	Since most banks issue performance/completion certificates in their own format in response to tender-related requests, we kindly request that such certificates be accepted, provided they clearly specify the duration of service and the number of sites covered. We further request that no additional mandatory wording or prescribed statement be enforced beyond these essential details so kindly make the revision on obtaining the require certificate from customers.	Please refer Addendum 1
50	38	Payment Term	Payment Term for Shifting charges	Kindly confirm the authority responsible for processing payments related to e-surveillance shifting, ATM renovation, and re-installation charges during the contract period. Specifically, please clarify whether such payments will be made by the respective Zonal Office or the concerned Branch/Site Office.	Please refer to the terms of RFP

51	123	Penalty for delay in Downtime:	1/2 <DT<3 Rs. 1,000/- Or 20 % of Monthly Cost (Payable) to bidder, whichever is higher 3 <DT<6 Rs. 2,000/- Or 40 % of Monthly Cost (Payable) to bidder, whichever is higher 6 <DT<12 Rs. 3,000/- Or 60 % of Monthly Cost (Payable) to bidder, whichever is higher 12 <DT<24 Rs. 4,000/- Or 80 % of Monthly Cost (Payable) to bidder, whichever is higher DT>24 Rs. 5,000/- Or 100 % of Monthly Cost (Payable) to bidder, whichever is higher	As per This term penalty is very high we request you to kindly amend the penalties as per below suggestions : 1 <DT<4 10 % of Monthly Cost (Payable) to bidder 4 <DT<8 Rs. 20 % of Monthly Cost (Payable) to bidder, 8<DT<12 Rs. 40 % of Monthly Cost (Payable) to bidder 12 <DT<24 60 % of Monthly Cost (Payable) to bidder, whichever is higher 24<DT>48 80 % of Monthly Cost (Payable) to bidder, DT>48 100 % of Monthly Cost (Payable) to bidder,	Please adhere to the terms of RFP
52	124	Penalty on other cases:- Ponit-9	Failure of any equipment/ sensor should be replaced/repaired within 24 hours.	We request you to kindly mention the Tat time within 2 working day. After 2 working day to 3 working day: 25 % of monthly charge 3 working day to 4 working days: 50 % of monthly charge 4 working day to 7 working days: 75 % of monthly charge After 7 working days: 100 % of monthly charge	Please adhere to the terms of RFP

53	126	Commercial Bill of Material	Surveillance Equipment damage/Missing during to ATM Shifting and damage due to water, light fluctuation and any other.	Kindly suggest and mentioned the paying authority and TAT against these work.	Please refer to the terms of RFP
54	5	Specification on GEM- Type of Access Control System Required	Role-Based Access Control System (RBAC)	Is there any access control requirement. If Yes please explain as unable to understand the same.	Please refer to the terms of RFP

55	8	Annexure-A2 Checklist	Annexure-10A: Bid security Declaration Annexure-11: Performa for Performance Bank Guarantee(PBG)	Annexure-10 A. Does it require for All bidders or Its applicable for only they are seeking exemption? Because its been asked in RFP Annexure-11: Usually it submits post successful bid, Kindly confirm if require to submit along tender document.	Clarification: Annexure 10A Required for the bidders seeking exemption Annexure 11 : Draft annexure duly signed and stamped required to confirm having read all the terms and conditions in the given format.
56	44	3.2 (1 (v))	The Bank may shift/renovate its ATMs during the contract period. In such cases, 60% of the cost per month per site shall be paid to the service provider towards the cost of shifting the equipment to the new location". Shifting will be within Zone, normally.	Shifting cost is more than 15K including the Material,Logistic cost and service charges hence minimum amount should be 15K only	Please adhere to the terms of RFP
58	44	3.2 (1 (w))	During the currency of the contract, if any additional sensor is required to be installed, the vendor will install the same without any extra cost.	Commercial as agreed mutually at that time	Refer to Addendum 1

60	44	3.2 (1 (x))	De-installation/Dismantling of any e-surveillance equipment from the site will be done without any additional cost to the Bank.	There is a minimum cost of 5K for deinstalltion/Dismantle	Please adhere to the terms of RFP
61	60	4.26	Limitation Of Liability-Bidder’s aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims. ü IP Infringement indemnity(ü Bodily injury (including Death) and damage to real property caused by successful bidder/s' gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the successful bidder that gave rise to claim, under this tender	Intellectual property is not covered (in premises). General insurance will be provided for theft and parts.	Please adhere to the terms of RFP
63	122	3	In case of termination of contract due to breach committed by the Successful Bidder, the Bank reserves the right to recover an amount equal to 10% of the Contract value as Liquidated Damages.	it Should be 2%	Please adhere to the terms of RFP

64	103	1.5	Built-In Internal SMPS and Battery with minimum 12 Hours backup for alarm panel for Alarm Panel, Router, Microphone, Speaker, NVR and 1 IR Vandal Proof Dome Camera + 1 IR Vandal Proof weather proof Bullet Camera + 1 IP Based Vandal Proof Camera + 1 hidden Camera with mirror. All Cameras should be of High Resolution and should be able to record clear images and video in the scenario of dull light at ATM site or the bright light from the back- ground. While viewing the site in real time through CCTV surveillance from Command centres of the vendor, there should be no interruptions due to connectivity/Bandwidth related issues	We request bank to consider backup upto 4-6 hours as achieving 12 hours power backup will require additional UPS system .	Please adhere to the terms of RFP
65	48	XII	Billing module (automatic calculations of monthly bills) exclusively in web based portal.	We request to bank for Consolidated billing	Refer to Addendum 1

66	129	C	K ATM signage report ü ATM ID ü ATM Signage ON ü ATM Signage OFF ü ATM Signage Exception Report (in case of Non-functionality report to Branch / ZO)	In Detailed scope of work there isn't any signage control solution required. We request bank to please exclude this caluse from report section	Refer to Addendum 1