

PUNJAB & SIND BANK



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

Issued By:

Punjab and Sind Bank
Head office ATM Cell,
2nd Floor, Institution Plot No. 151,
Sector 44, Gurugram -122003.
E-mail: atmcell@psb.co.in /atm.infra@psb.co.in
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This document is prepared by Punjab and Sind Bank for the “RFP through GeM for 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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Annexure- A

Data sheet-Key Information

The RFP shall be published on the GeM portal and notification for the same shall be published on Central Public Procurement Portal (CPPP) as well as on the Bank's website <https://punjabandsindbank.co.in> & <https://gem.gov.in>.

Particulars	Details
Department	Punjab and Sind Bank, IT Department (ATM Cell)
Tender Ref. Number	GeM BID No: GEM/2025/B/6902983 Dated 18-11-2025
Tender Title	RFP through GeM for selection of vendor for Procurement of Integrated E-surveillance system at ATMs/CRMs under OPEX Model for Five (05) Years
Participation Fee	Nil As per GeM guidelines
Bid Security (EMD)*	Rs.2,00,00,000/- Excusive GST (Rupees Two Crores Only) In the form of Irrevocable Bank Guarantee for Minimum 225 days from the date of Bid Opening Date from any Scheduled Commercial Bank except Punjab and Sind Bank, Cooperative Bank and RRB as per format – Annexure 10. Bank: Punjab & Sind Bank Branch: Sector- 44, Gurugram, 122003 IFSC Code: PSIB0021509
Bid Validity	180 days
Performance Bank Guarantee	As per GeM Bid Document
Date of Publishing the tender #	18-11-2025
Last Date for submission of Pre-Bid Query #	24-11-2025 till 5:00PM a) Pre bid queries should be submitted as per Appendix-C in MS- excel format. b) Queries must be mailed to atmcell@psb.co.in only quoting tender reference number in the subject. Subject of the email should be given as "Pre Bid Queries for GEM/2025/B/6902983 Dated 18-11-2025". Queries reaching afterwards will not be entertained.
Pre-Bid meeting date and Time	25-11-2025 11:00AM Pre Bid meeting will be held Online and participants are requested to attend the meeting Online. Those who are interested in participating the prebid meeting should

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Particulars	Details
	share the participant details to atmcell@psb.co.in Upon perusal of the same, the link / meeting id will be shared to the participant to participate in the virtual meeting.
Last date of Submission of Bids (Online & Offline both)	09-12-2025 3:00PM
Date and Time of Opening of Technical Bids	09-12-2025 3:30PM
Date and Time of opening of Commercial Bids	To be notified later to the qualifying bidders only.
Date and Time of Reverse Auction (Through GeM)	To be notified later to the qualifying bidders only.
Place of submission and opening of Physical Bids	Punjab & Sind Bank Head Office: ATM Cell, 2nd Floor, Plot No. 151, Sector 44, Institutional Area, Gurugram -122003
ContactPersons for any clarifications/Submission of Bids	Mr. Amrit Pal Singh, AGM (IT), ATM Cell, Mob:-9999304778 Ms. Ruchi, Sr. Manager, Mob:-9888301993 e-mail: atmcell@psb.co.in
- All MSEs (Micro & Small Enterprises) having registration as per provisions of the Public Procurement Policy for Micro and Small Enterprises i.e. District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME and Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Start-up Recognition Certificate are exempted from submission of Participation Fee and EMD only. - Sellers / Service Provider having annual turnover of ₹ 500 Crore or more, at least in one of the past three completed financial year(s) shall be exempted from furnishing Bid security (EMD) only. Relevant Certificates should be submitted by the bidder in this regard to avail exemption. This exemption is not applicable for Start-ups which are not under the category of MSE, traders, sole agents, distributors etc.	

Note:

- If any of the dates given above happens to be Holiday in Gurugram (Haryana), the related activity shall be undertaken on the next working day at the same time.
- All Claims made by the Bidder will have to be backed by documentary evidence.

3. *Bidders to ensure to get themselves registered timely over GeM portal as detailed in the RFP.*
4. *The bid documents and commercial bid shall be submitted online on GeM portal as per this RFP document and as per the provisions and terms & conditions of GeM portal.*
5. *Bank Guarantee towards Earnest Money Deposit (EMD), Integrity Pact and Non-Disclosure agreement which needs to be submitted on Stamp Paper shall be submitted along with RFP Documents both Online (Scanned Copy) on GeM portal and Offline (Original) within the stipulated timeline by the bidder before bid submission timeline as mentioned above, at:*

**Punjab & Sind Bank, Head Office ATM Cell,
2nd Floor, Plot No. 151, Sector 44, Gurugram -122003
E-mail: ho.atmcell@psb.co.in**
6. *The Envelope containing Offline documents as mentioned above shall contain the name, address and contact number of the bidder and name of RFP. If the envelope containing such documents is not sealed and marked in the prescribed manner, the Bank will assume no responsibility for the bid's misplacement or premature opening.*
7. *The information and documents provided by the bidders in response to this RFP shall become the property of the Bank and will not be returned. Only the Bank Guarantee towards Earnest Money Deposit/Bid Security shall be returned in accordance with relevant clause of RFP.*
8. *Bids shall be opened as per the process and guidelines of GeM Portal. Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.*
9. *The bidder shall upload all the requisite documents while submitting the bid online on GeM portal as per the terms, conditions and process of GeM Portal. It is bidder's responsibility to ensure submission of all documents at the time of submission of bid online and no request in this regard shall be entertained post completion of bidding timeline.*
10. *The Reverse auction process of bidding will be followed. Only the technically qualified bidders will be asked to participate in the reverse auction, which will be conducted for this purpose. The business rules, terms and conditions of the reverse auction process are available on GeM Portal GeM portal (<https://bidplus.gem.gov.in/bidlists>).*
11. *If bidder is participating in the Reverse Auction, it is advised that Bidders place their bids well before time rather than waiting for auction end time to avoid any last minute glitches (or any network issues or internet response issues etc.) occurring at Bidder's end. Bidders may keep refreshing auction page to ensure that they are connected to server (via internet).*

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12. *No Claim of any bidder shall be entertained, whatsoever for delayed submission of their bid at any stage because of any reason. Therefore, bidders are advised to submit their bids well before the scheduled time.*
13. *Any amendments, addendum, modifications, Pre-Bid replies & any communication etc. shall be uploaded over Bank's Website and GeM Portal (i.e. <https://punjabandsindbank.co.in/module/tender-list> & <https://gem.gov.in/>) only. No individual communication will be sent to the individual bidder.*
14. *Bidders are requested to use a reliable internet connection (data cable / broad band) to safeguard themselves. Bank is not responsible for telephone line glitch, internet response issues, hardware hangs etc., at bidder's end.*

Annexure- A1

Major terms/ abbreviations used on the RFP document

S. N.	Acronym/Terms Used	Definition
1.	AMA	Advanced Measurement Approach
2.	AMC	Annual Maintenance Contract
3.	Bank or PSB	Punjab and Sind Bank
4.	BG	Bank Guarantee
5.	BID	Offer/Proposal in contexts to the RFP
6.	Bidder	Eligible Entity/Firm submitting a Proposal/Bid in RFP
7.	CBS	Core Banking Solution referring to Finacle System (Infosys)
8.	Contract	Agreement signed by successful Bidder and the Bank
9.	EMD	Earnest Money Deposit
10.	E-Surveillance	Electronic Surveillance
11.	GeM	Government e-Marketplace
12.	HTTPS	Hyper Text Transfer Protocol secure
13.	ISDN	Integrated Services Digital Network
14.	IPR	Intellectual Property Right
15.	IP	Integrity Pact
16.	LAN	Local Area Network
17.	LD	Liquidated Damage
18.	MAF	Manufacturer Authorization Form
19.	MIS	Management Information System
20.	MSE	Micro and Small Enterprises
21.	MSME	Micro, Small and Medium Enterprises
22.	NDA	Non-Disclosure Agreement
23.	OEM	Original Equipment Manufacturer – Product Vendor
24.	PO	Purchase Order
25.	Project	Request for Proposal (RFP) through GeM for selection of vendor for Procurement of Integrated E-surveillance system at ATMs/CRMs under OPEX Model for Five (5) Years
26.	Project Cost	The price payable to the Vendor under the Contract
27.	RFP	Request for Proposal
28.	RBI	Reserve Bank of India
29.	RFP	Request for Proposal
30.	SLA	Service Level Agreement
31.	Services	All services under scope of work of RFP
32.	TCO	Total Cost of Ownership
33.	UAT	User Acceptance testing

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Annexure-A2 Checklist

S. N.	List of Documents	Submitted (Yes/No)	Page No.	
			From	To
1	Details of Participation Fee paid online be submitted viz., UTR , Date and Amount etc.			
2	Copy of Certificate of Incorporation/ Partnership Deed/Bye Law/ Registration Certificate issued by Registrar of companies along with Memorandum & Articles of association , and full address of registered office or/and Principal address (if different address)			
3	PAN, GSTN Registration (incl. Annexure-A&B of Registration)			
4	Resolution of Board, List of Ultimate Beneficial Owner			
5	Authorization letter / Power of Attorney authorizing the Signatory of the Bid to Sign the Bid, interact with the Bank for all sorts of communication as well as appearing in for any subsequent meetings, sign Agreement/Contract with the Bank on behalf of the Company.			

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6	Copies of Audited Financial Statements, Annual Reports (in case of Listed companies) for FY 2022-23, 2023-24 and 2024-25. And copies of audited balance sheets and P&L statements in case of others.			
7	Undertaking from Company Secretary/CEO certifying that all the components, parts, assembly etc. used inside the Company products / hardware are new and original.			
8	ISO Certification Document.			
9	Annexure-1: Bid Cover Letter			
10	Annexure-2: Eligibility Criteria			
11	Annexure-3: Compliance Certificate			
12	Annexure-4: Bidder Information			
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Chapter 1: Notice Inviting Tender (NIT)

1.1. 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 1607 branches, 29 Zonal Offices, 74 Departments in Head Office, 3 Regional Clearing Centers and 12 Currency Chests all networked under Centralized Banking Solution. It also has a network of 1000 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.

1.2. Objective:

Bank intends to invite sealed bids from experienced and eligible entities (hereinafter referred to “Bidder” or “Vendor”) for **“RFP through GeM for selection of vendor for Procurement of Integrated E-surveillance solution at ATMs/CRMs under OPEX Model for Five (05) Years”**

1. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in **Chapter-2- Information to Bidders and Annexure- 2- Eligibility Criteria** of this RFP and willing to provide the Services as required in this bidding document. The interested Bidders who agree to all the terms and conditions contained in this document may submit their Bids with the information desired in this bidding document (Request for Proposal).
2. In order to meet the Services requirements, the Bank proposes to invite tenders from eligible Bidders/Venders as per Scope of Work mentioned in **Chapter-3-Scope of work** in this RFP document.
3. Address for submission of Bids, contact details including email address for sending communications are given in **Annexure-A-Data sheet- Key Information**.
4. The contract agreement will contain various terms and conditions as mentioned in **Chapter-4- Term & conditions** relating to payment, delivery, installation and commencement of operations, training, commissioning and acceptance, Onsite-support during periods of warranty and maintenance, penalty due to delay in performance etc.
5. Penalties will be levied as per the terms described in the **Annexure-23-Penalty clause**.
6. The purpose of this RFP is to seek a detailed technical and commercial proposal for Services desired in this document.
7. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
8. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank’s discretion.

1.3. Information for Participating through GeM:

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

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

Following activities will be conducted online through GeM:

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

1.4. Disclaimer:

1. This Request for Proposal Document (RFP) is an integral part of the Tender Document and serves a limited purpose of invitation, and does not purport to contain all relevant details for submission of bids which each Bidder may require. The information contained in this RFP Document or subsequently provided to Bidder/s, whether verbally or in documentary form/email by or on behalf of the Punjab & Sind Bank or any of their representatives, employees or advisors (collectively referred to as — Bank Representatives), provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions is subject to the terms and conditions set out in this RFP document. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
2. This RFP document's objective is to give the bidder information to help them formulate their proposal. This request for proposals (RFP) document might not be suitable for every individual and the Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
3. This RFP is neither an agreement nor an offer and is only an invitation by the Bank Representatives to any party other than the entities who are qualified to submit their Proposal (Bids). The issue of this RFP does not imply that the Bank is bound to select a Bidder or to appoint the Selected Bidder or

Concessionaire, for the Project and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

4. Bidders must go through the complete Tender Document for details before submission of their Bids. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. Failure to furnish all information required by the bidding document or to submit a Bid not substantially responsive to the bidding document in all respect will be at the Bidder's risk and may result in rejection of the Bid.
5. Each Bidder should conduct its own investigations, analysis, should check the accuracy, reliability and completeness of the information contained in this RFP and wherever necessary obtain independent advice/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
6. The terms and conditions written in this RFP document shall supersede any conflicting terms and conditions mentioned in GeM portal. The Bank's interpretations and decisions will be final and binding on the bidders.

Chapter 2: Instruction to Bidder

The Bank is intended to select a vendor for providing end to end Procurement of Integrated E-surveillance system for All ATM/CRMs under OPEX Model including Central Monitoring Station. The Bidder should be well established and have sound financial standing. Only those Bidders who fulfil the eligibility criteria (as per Annexure-2 –Eligibility Criteria) are eligible to respond to the RFP. Offers received from the Bidders who do not fulfil any of the eligibility criteria are liable to be rejected. This invitation of Bids is open to all Bidders having presence in India or their Authorized Representative having registered offices in India.

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

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

2.1 Soft copy of tender document:

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

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

2.2 Participating Fee/Cost of Tender:

Nil As per GeM guidelines

2.3 Terms and Conditions for the Bidders:

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

2.4 Authorized Signatory:

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

1. All pages of the Bid document should be serially numbered and shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be

affixed on each page except for an un-amended printed literature.

2. Board Resolution in favor of Authorized Person or Power of Attorney / Authorization letter (from authorized person executed on stamp paper of appropriate value), in case the authorized person delegates authority to another person of the company to sign the Bid documents, is to be submitted with bid documents
3. Executive(s) representing the bidder should be duly authorized to sign the bid, interacting with the Bank for all sorts of communication as well as appearing in for any subsequent meetings, sign Agreements/Contracts with the Bank, raise invoice and accept payments in case the bidder emerges as successful bidder as a result of commercial evaluation of eligible bidders.
4. It is mandatory for all the bidders to have class III Digital Signature Certificate (DSC) (in the name of the person who will sign the bid from any of the licensed certifying agency to participate in this RFP. DSC should be in the name of authorized signatory. It should be in Corporate Capacity (that is in Bidder Capacity).

2.5 Language of the Bid

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

2.6 Bid Currency & Price Structure

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

2.7 Pre-Bid Meeting:

1. For clarification of doubts of the bidders on issues related to this RFP, the Bank intends to hold a Pre-Bid Meeting as per GeM Guidelines and Procedure on the date and time as indicated in the RFP in Key-Information which may be attended by the maximum two authorized representatives of the Bidders. In case pre-bid meeting is also conducted online, the details of the same including the link for participation will be intimated to the prospective bidders.
2. Bidder requiring any clarification of the bidding document may notify through On-line GeM Portal strictly within the date/time mentioned in the schedule of events. **The bidder may send their queries by email to atmcell@psb.co.in** as per the format given in (Pre-bid Query Format) by last date of submission of queries as defined in “Annexure-A-Data sheet” in this document. Queries received after the scheduled date and time will not be responded/acted upon. It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only.
3. Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding document, by amendment which will be made available to the Bidders by way of corrigendum/addendum through the GeM

portal (<https://bidplus.gem.gov.in/bidlists>) and Bank Website <https://punjabandsindbank.co.in>. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the schedule of events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. Bank, at its own discretion, may extend the deadline for submission of Bids to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidder.

4. No request for change in substance of the bid, commercial/legal terms and conditions, other than what has been mentioned in the RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
5. Online Link for Pre Bid meeting (if required) to be shared with the bidders.

2.8 Clarification of Bids:

1. To assist in the scrutiny, evaluation and comparison of offers / bids, the Bank may, at its sole discretion, ask some or all Bidders for clarifications on any aspect from the Bidder. The request for such clarifications and the response will necessarily be made in writing over the GeM portal. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
2. The Bidder must provide specific and factual replies to the points raised in the RFP. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
3. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid, if required.
4. Bidders are forbidden to contact Bank or its Consultants on any matter relating to this bid from the time of submission of commercial bid to the time the contract is awarded. Any effort on the part of the bidder to influence bid evaluation process, or contract award decision may result in the rejection of the bid. Bank's decision will be final and without prejudice and will be binding on all parties.

2.9 Cost of Bid Preparation:

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

- If any Information / Data / Particulars are found to be incorrect, Bank will have the right to Disqualify/ Blacklist the company and invoke the Bank Guarantee/ forfeit the EMD.

- All communications, correspondence will be only to the prime bidder. Any partner/sub-contractor has to communicate only through the prime bidder. The prime bidder will act as the single point of contact for the bank.
- Bank reserves it right to cancel the order even after issuing the letter of Intent (LOI) / Purchase Order, if bank receives any directions / orders from Statutory Body / RBI/Govt. of India in a nature that binds the bank not to take the project forward.

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

2.10 Late Bids

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

2.11 Two Bid System

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

2.12 Modifications and/ or Withdrawal of Bids

- a) After the deadline for submission of bids, No bidder shall be allowed to withdraw the bid. Bids once submitted will be treated, as Final and No modification will be permitted. No correspondence in this regard will be entertained.
- b) In case of the successful bidder, he will not be allowed to withdraw/back out from the bid commitments. The bid earnest money in such eventuality shall be forfeited and all interests/claims of such bidder shall be deemed as foreclosed.

2.13 Erasures or Alterations

- a) The Bid should contain no alterations, erasures or overwriting. There should be no hand- written material, corrections or alterations in the Bids. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of bid not substantially / conclusively responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid.
- b) Technical information of the product and services being offered must be completely filled in. Any inter-lineation, erasures or overwriting shall be valid only if these are initiated by the person signing the Bids
- c) Bidders are advised to exercise greatest care in entering the pricing figures. No corrigenda or requests

for prices to be corrected will be entertained after the bids are opened. Discrepancies in bids will be corrected as follows:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall prevail.
 - Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of Bank, there is an obvious error such as a misplacement of a decimal point, in which case the line item total will prevail.
 - Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the schedule of prices, the amount obtained on totaling the line items in the Bill of Materials / Services will prevail.
- d) The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail.
- e) During Tender process, if any event of conflict arise between the content of the Annexures submitted by bidders and the main body of RFP , then the content of main RFP shall prevail/ applicable.

2.14 Submission of Bids

(1) Bid Submission through GeM:

This tender will follow e-Tendering guidelines of GeM portal under which the bidding process shall be conducted by the Bank. Bidder shall necessarily register on GeM portal for participating in the bid. Bidders will have to abide by terms and conditions of GeM portal for participating the bidding process. The bid documents and commercial bid shall be submitted online on GeM portal as per the RFP document and as per the provisions and terms & conditions of GeM portal. Please make sure that all the documents are properly scanned and are legible to read.

The Technical Bid shall contain the documents Annexure-A2- Checklist.

(2) Submission of Hard Copies of Bid:

Bidder may submit the hard copies of Bids. The hard copies of same documents submitted online (GeM-Portal) should be submitted by the bidder before bid submission timeline at mentioned address in Annexure-A.

Bank Guarantee towards Earnest Money Deposit (Original Hard Copy), Pre-Contract Integrity Pact, Non-Disclosure Agreement (NDA) and all such Declarations/ Forms/ Formats/ Documents etc. asked in the RFP, which need to be submitted on Company Letter Head at the time of Bid submission and on Stamp Paper at the time of award of successful bidder, shall be submitted in original with RFP Documents within the stipulated timeline.

Bid documents shall be submitted in a single sealed envelope, proof of online payment towards document cost of RFP, Bid Security (EMD) and other required documents as mentioned in the tender and a sealed envelope containing Indicative Commercial Bid (Estimated) Price, duly super-scribing

the envelope with the reference of this RFP, due date, name of the Bidder with contact details, Offer reference number etc. Bid document should be duly filed and all the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form.

The Bank expects the bidders to carefully examine all instructions, terms and conditions mentioned in this RFP document before submitting its unconditional compliance as part of the RFP. Failure to furnish all information required or submission of an RFP not substantially responsive to the RFP in every respect will be at the bidder's risk and may result in the rejection of the Bid.

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

All communications, correspondence will be only to the prime Bidder. Any partner/sub-contractor has to communicate only through the prime bidder. The prime bidder will act as the single point of contact for the bank.

(3) Deadline for submission of Bids:

Bids must be received at the GeM portal and by the date and time mentioned in the Notice Inviting e-Tender as per schedule of events. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received up to the appointed time on the next working day.

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

2.15 Revelation of Prices

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

2.16 No commitment to accept lowest or any Bid

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

2.17 Confidentiality of the Bid Document

- 1) The Bidder, irrespective of his / her participation in the bidding process, shall treat the details of the documents as secret and confidential.
- 2) Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, purchase order to be issued, data papers and statements

and trade secret of the Bank relating to its business practices and their competitive position in the market place provided to the selected Bidder by the Bank in connection with the performance of obligations of Bidder under the purchase order to be issued, in part or complete shall be considered to be confidential and proprietary information (“Confidential Information”) and shall not be disclosed to any third party/published without the written approval of the Bank.

- 3) The Confidential Information will be safeguarded, and Bidder will take all the necessary action to protect it against misuse, loss, destruction, alterations, or deletions thereof. In the event of a breach or threatened breach by Bidder of this section, monetary damages may not be an adequate remedy; therefore, Bank shall be entitled to injunctive relief to restrain Bidder from any such breach, threatened or actual.
- 4) Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Vendor’s performance under the Contract, if so required by the Bank.

2.18 Amendment in RFP content

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

2.19 Disqualification

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

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

- (1) Punjab & Sind Bank reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof even after issuance of letter of Intent. Any decision of Punjab & Sind Bank in this regard shall be final, conclusive and binding upon the bidders.
- (2) The Bank reserves the right to accept or reject any Bid in part or in full, and to annul the Bidding process and reject all Bids at any time prior to award of contract, without assigning any reasons and without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank’s action.
- (3) During any stage of evaluation process, if it is found that the bidder does not meet the eligibility criteria or has submitted false/incorrect information, the bid will be summarily rejected by the Bank and no further correspondence would be entertained in this regard.
- (4) Bank reserves the right to amend, rescind, reissue or cancel this RFP and all amendments will be advised to the Bidder and such amendments will be binding upon them. Bank will be under no obligation to have discussions with any bidder, and / or entertain any representation.

- (5) The Bank also reserves its right to accept, reject or cancel any or all responses to this RFP without assigning any reason whatsoever. Further, please note that the Bank would be under no obligation to acquire any or all the items / services proposed. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed between duly authorized officials of Punjab & Sind Bank and the Bidder.
- (6) The Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete.

2.21 Normalization of Bids:

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

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

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

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

2.22 Bid validity period

- (i) Bids shall remain valid for 180 (One Hundred Eighty) days after the date of bid opening prescribed by the Bank. The Bank holds the rights to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.
- (ii) In exceptional circumstances, the Bank may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids or price will not entitle the Bidder to revise/modify the Bid document. In any case the bid security of the Bidders will be returned after completion of the process.
- (iii) Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

2.23 Bid Opening

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

2.24 Evaluation Process of the Bids

The Bank will scrutinize the Bid/s received to determine whether they are complete in all respects as per RFP, whether the documents have been properly signed by the authorised signatory, whether items/ goods / services are offered as per RFP requirements and whether technical documentation as required to evaluate the offer has been submitted.

Prior to detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the bidding document. Substantial responsiveness means that the bid conforms to all terms and conditions, scope of work and technical specifications and bidding document is submitted without any deviations.

- During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The bidder has to respond to the bank and submit the relevant proof /supporting documents required against clarifications, if applicable. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the Bank.
- The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. Bank’s decision with regard to ‘minor non-conformity’ is final and the waiver shall be binding on all the bidders and the Bank reserves the right for such waivers

The Bids which do not fulfill the Eligibility Criteria and all Terms and Conditions during preliminary evaluation will not be taken up for detailed evaluation. The Evaluation will be a two-stage process:

A. Technical Evaluation:

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

- 1) Completeness of bid as per RFP requirement.
- 2) Compliance of Eligibility Criteria of the RFP as per Annexure-2- **Eligibility Criteria**.
- 3) Compliance of Technical Proposal submitted by Bidder as per Annexure-16 (Techno-Functional Requirement) and Annexure-17 (General Functional and Business Requirement).
- 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 26** etc. All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA.
- 5) Adherence to Support set up requirements, Acceptance of Scope of work / service as per RFP.
- 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.
- 7) Bank may give some time to furnish the gap documents or supporting documents and clarifications on the documents submitted during the technical bid.

- 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.
- 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.
- 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.

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

B. Commercial Evaluation of indicative Bid:

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

Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest Quoting Bidder. The technically qualified Highest Quoting Bidder will not be eligible to participate in RA. However, H-1 will be allowed to participate in RA in following cases:

- a) If number of technically qualified bidders are only 2 or 3.
- b) If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- c) In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- d) If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L- 1.
- e) If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non- MII (Make in India) L-1.

2.25 Reverse Auction

- (i) Indicative Price bid will be only for the purpose of determining Start price for reverse auction and elimination of H1 bidder. Final Item wise price shall be arrived after Reverse Auction. Bank will conduct Reverse Auction as per GeM guidelines in which all the technically qualifies bidders after elimination of H1 Bidder (if applicable) will be eligible to participate.
- (ii) The business rules, terms and conditions of the reverse auction process are available on GeM Portal GeM portal (<https://bidplus.gem.gov.in/bidlists>).

- (iii) Bank will hold Reverse Auction in the event of two or more bidders are commercially eligible.
- (iv) The L-1 bidder will be determined on the basis of the lowest Total Cost of Operation (TCO) as per Indicative commercial bids (**Annexure – 24-Commercial Bill of Material**).
- (v) The bidders who has quoted the least TCO shall be treated as L1 bidder and Bank reserves the right to further negotiate with L1 bidder and finalize the final TCO.
- (vi) In case of any situation where Bank is left with only one eligible bidder, then Bank reserves the right to negotiate with that bidder to arrive the final TCO.

2.26 Procedure for Selecting Successful Bidders

- (i) The L1 bidder emerged out of the Reverse Auction will be selected as Successful L1 bidder. The Successful L1 bidder emerging at the end of the Reverse Auction process shall be required to submit the break-up of Final TCO as per **Annexure-24** within 2 working days over GeM portal /Bank.
- (ii) The final decision on the bidder will be taken by the Bank. The implementation of the project will commence upon successful negotiation of a contract between Bank and the selected bidder.
- (iii) Bank reserves the absolute and unconditional right to reject any or all proposals without assigning any reason thereof. No correspondence in this regard will be entertained. Similarly, it reserves the right not to include any vendor in the final short-list.
- (iv) Bank may award the contract to next lowest bidders if L1 bidder fails to honor the commitment or not in a position to supply the offering as per RFP.
- (v) The final bidder (L1) will be announced over GeM portal (<https://bidplus.gem.gov.in/bidlists>), Central Public Procurement Portal (CPPP) and Bank Website <https://punjabandsindbank.co.in>. No separate intimation will be sent to successful Bidder.

2.27 Purchase preference Policies of the Government

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

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

- (i) **“Local content”** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

- (ii) **“Class-I local supplier”** means a supplier or bidder, whose goods, services or work offered for procurement, has local content as prescribed for Class –I Local supplier’ under this Order.
- (iii) **“Class-II local supplier”** means a supplier or bidder, whose goods, services or work offered for procurement, meets the minimum local content as prescribed for ‘Class-II local supplier’ but less than that prescribed for ‘Class –I local supplier’ under this Order.
- (iv) **“Non-Local supplier”** means a supplier or service provided, whose goods, services or works offered for procurement, has local content less than that prescribed for ‘Class-II local supplier’ under this Order. Further, the bidders offering imported products will fall under the category of non-local suppliers they cannot claim themselves as Class I Local Suppliers/ class II Local Suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sales services like AMC/ CMC etc. as local value.
- (v) **“Local Supplier/bidder”** means a supplier/bidder or bidder whose product or service offered for procurement meets the minimum local content as prescribed under this Order. The minimum local content shall be 50% for Class I and 20% for Class II supplier or as per guidelines changed from time to time.
- (vi) **“L1”** means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- (vii) **“Margin of purchase preference”** means the maximum extent to which the price quoted by a local supplier/bidder may be above the L1 for the purpose of purchase preference. The applicable margin of purchase preference as per guideline shall be 20%.
- (viii) **“Verification of local content”**-The local supplier at the time of submission of bid shall be required to provide a certificate as per **Annexure– 22** from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- (ix) **“Decisions on complaints”** relating to implementation of the above shall be taken by the competent authority which is empowered to look into procurement related complaints relating to the procuring entity.
- (x) **“Purchase Preference”** Subject to the provisions the order, purchase preference shall be given to ‘Class-I Local supplier’ in procurement over ‘Class II Local supplier as per the following procedure:
 - a. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class –I local supplier’, the contract will be awarded to L1.
 - b. If L1 is not ‘Class –I local supplier’, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the ‘Class-I local supplier’ will be invited to match the L1 price for the remaining 50% quantity subject to the ‘Class-I local supplier’s’ quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such ‘Class-I local supplier’ subject to matching the L1 price. In case such lowest eligible ‘Class-I local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher ‘Class I local supplier’ within the margin of purchase preference shall be invited to match the

L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on 'Class-I local suppliers', then such balance quantity may also be ordered on the L1 bidder.

- C. 'Class-II local supplier' will not get purchase preference in any procurement undertaken by procuring entities.

2.27.2 Procurement through MSEs:

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

- (i) MSEs should be registered with:
 - District Industries Centers or
 - Khadi Village Industries Commission or Khadi & Village Industries Board
 - Coir Board or National Small Industries corporation or
 - Directorate of Handicrafts & Handloom or
 - Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
 - Udyam Registration Portal
- (ii) MSEs participating in tenders, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 in a situation where L1 price is from someone other than MSE and such MSE shall be allowed to supply up to 20% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately according to the tendered quantity. Bank shall procure minimum 20% of their annual value of goods or service from MSEs.
- (iii) Special provisions for MSEs owned by SC or ST out of 20 percent target of annual procurement from Micro and Small Enterprises, a sub-target of 20 percent (i.e., 4 per cent out of 20 per cent) shall be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs.
- (iv) MSEs shall have to first fulfill the basic required qualification under eligibility criteria specified In the RFP to become qualifying Bidders and only then shall be able to avail benefits under the above Policy.
- (v) Kindly note that no relaxation in any of the eligibility criteria will be provided to MSE bidders.

2.27.3 Start-ups:

- (i) As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in tender document.
- (ii) Bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and certified by independent Chartered Accountant and notary public with legible stamp.

- (iii) Indian Startup Bidders are exempted from submission of Tender Fee and EMDs as defined in gazette notification no. D.L- 33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time.
- (iv) Following evaluation, a Contract/ Purchase Order may be awarded to the bidder(s) whose bid meets the requirements of this RFP and provides the best value to the Bank commercial point of view.
- (v) The Bank reserves the right to award the contract in whole or in part. The acceptance of the bid, subject to contract, will be communicated by way of placing a purchase order in writing at the address supplied by the bidder in the bid document. Any change of address of the bidder should therefore be notified promptly to the Assistant General Manager (IT) at the address given in this RFP. The terms and conditions of purchase order and RFP shall constitute a binding contract.
- (vi) All the latest Government of India Guidelines for preference to small and micro enterprises, make in India will be applicable. The bidder has to ensure compliance for preference.

2.27.4 Ministry of Electronics and Information Technology (MEITY):

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

Following evaluation, a Contract/ Purchase Order may be awarded to the bidder whose bid meets the requirements of this RFP and provides the best value to the Bank commercial point of view. The Bank reserves the right to award the contract in whole or in part. The acceptance of the bid, subject to contract, will be communicated by way of placing a purchase order in writing at the address supplied by the bidder in the bid document. Any change of address of the bidder should therefore be notified promptly to the Assistant General Manager (IT) at the address given in this RFP. The terms and conditions of purchase order and RFP shall constitute a binding contract

2.28 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.

2.29 Award of Contract

Following evaluation, a contract may be awarded to the bidder whose bid meets the requirements of this RFP and provides the best value to the Bank from both a techno-functional and commercial point of view.

The Bank reserves the right to award the contract in whole or in part. The acceptance of the bid, subject to contract, will be communicated by way of placing a Purchase / Work Order in writing at the address supplied by the bidder in the bid document. Any change of address of the bidder should therefore be notified promptly to the Assistant General Manager (IT) at the address given in this RFP.

2.30 Earnest Money Deposit (EMD)/Bank Guarantee in Lieu of EMD:

- (i) Bidders (except MSE) are required to submit the Bid Earnest Money (EMD) to protect the Bank against the risk of Bidder's conduct. EMD of Rs.2,00,00,000/- issued in favor of Punjab & Sind Bank shall be in paper form as well as issued under the "**Structured Financial Messaging System**" (SFMS) as mentioned in **Annexure-A-Data sheet** should be in the shape of irrevocable Financial Bank Guarantee only from any Scheduled Commercial Bank except Punjab and Sind Bank valid for minimum 225 Days from the last date of Bid Submission as per **Annexure- 10**. EMD will not be accepted in any other form & will lead to outright rejection of the Offer / Bid.

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

- (ii) Any Bid not accompanied by EMD for the specified amount, submitted to the Bank as mentioned in this RFP will be rejected as non-responsive.
- (iii) Scanned copy of original EMD Bank Guarantee should be uploaded on GeM portal along with technical bid. Further, Original EMD Bank Guarantee should be sent to the Bank with technical bid through registered post or in person at the address specified in Schedule of Events, within the bid submission date and time for the RFP.
- (iv) Bidder shall be responsible to get the same extended for a further period of 6 months, if required by the bank.
- (v) EMD of unsuccessful Bidders will be returned to them within 2 weeks of completion of the procurement process. The EMD of successful Bidder will be discharged within 30 days upon furnishing the Bank Guarantee for the amount and validity as mentioned in this RFP and the signing the Contract. No interest is payable on EMD.
- (vi) MSE bidder is exempted from Bid Earnest Money (EMD) of RFP if bidder can furnish requisite proof subject to the satisfaction of Bank. This exemption is not applicable for traders, sole agents, distributors etc. Start-up bidder recognized by Department of Industrial Policy and Promotion (DIPP) is also exempted from Earnest Money Deposit of RFP. MSE (Micro & Small Enterprises) bidder need to submit the "Bid Security Declaration".
- (vii) The Earnest Money Deposit may be forfeited under the following circumstances:
 - a) If the Bidder withdraws its bid during the period of bid validity (180 days from the date of opening of the technical bid).
 - b) If the Bidder makes any statement or encloses any form which turns out to be false, incorrect

- and / or misleading at any time prior to signing of contract and / or conceals or suppresses material information ; and / or
- c) In case of Technically qualified bidder, if the bidders fails:
 - i. To participate in Reverse Auction
 - ii. To accept bid after submitting the bid in online reverse auction
 - d) In case of the successful Bidder, if the Bidder fails:
 - i. To Accept the bid submitted during Reverse Auction
 - ii. To sign the contract in the form and manner to the satisfaction of the Bank.
 - iii. Failure or refusal to offer the services/goods at the price committed through Reverse Auction.
 - iv. To furnish performance Bank Guarantee in the form and manner to the satisfaction of the Bank.

2.31 Performance Bank Guarantee (PBG)

- (i) The PBG is required to be submitted by the successful bidder to protect the interest of the Bank against delay in supply/installation and or the risk of non-performance or failure to perform any obligation(s), either fully or partially, of the successful Bidder in respect of implementation of the project, or performance of the agreement(s) pursuant to this RFP.
- (ii) The Selected bidder, within 15 days from the date of issuance of Purchase Order will have to furnish a Performance Bank Guarantee to issue by any scheduled commercial bank (other than Punjab & Sind Bank) equivalent to 5% of total cost of project (60 Months validity with additional 12 months claim period). The Bank Guarantee as per **Annexure– 11** issued by the issuing Bank on behalf of Bidder in favour of Punjab & Sind Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be summarily rejected.
- (iii) For compliance of any amendment in GFR 2017 or any other guidelines of Govt. during any time of contract period, the Bank may ask the successful bidder to submit revised PBG which must be submitted by the bidder within 30 days from date of such instruction of Bank.
- (iv) The PBG must be duly accompanied by a forwarding letter issued by the issuing bank on the printed letterhead of the issuing bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favour with authorization to sign the documents. Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number.
- (v) Further, in case the selected Bidder fails to submit performance bank guarantee within the time stipulated, penalty of Rs.5,000/- per day, subject to maximum 5% Total contract value will be levied. Bank shall invoke the Performance Guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or Bank incurs any loss due to Bidder's negligence in carrying out the obligation as per the agreed terms & conditions. Bank also reserves the right to cancel the order in case of non-submission of PBG by the bidder.
- (vi) The Bidder will fulfil its commitments under the Agreement in line with the timeline provided in the Request for Proposal (RFP). The Bank will offer a 15-day cure period if the Successful Bidder delays project implementation beyond the timeframes specified in the RFP or materially violates the terms and conditions of the contract.

- (vii) If, after a 15-day cure period, the selected bidder doesn't fulfill the contractual obligations or if the bank suffers any losses as a result of the bidder's carelessness in fulfilling the obligation in accordance with the agreed terms and conditions or any act of the supplier results in imposition of Liquidated Damages then bank reserves the right to invoke the PBG.
- (viii) The Bank shall also be entitled to make recoveries from the Successful Bidder's bills, Performance Bank Guarantee, or any other amount due to it, the equivalent value of any payment made to it by the Bank due to inadvertence, error, collusion, misconstruction or misstatement. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to the Bank as compensation by the Successful Bidder for its failure to complete its obligations under the contract. Bank shall notify the Successful Bidder in writing of the exercise of its right to receive such compensation within 15 days, indicating the contractual obligation(s) for which the Successful Bidder is in default. Once the maximum deduction equivalent to PBG is reached, the Bank may consider termination of the Agreement.
- (ix) In case the Rate Contract is extended after the Rate Contract Period, then the PBG will be reviewed again after completion of the period and a fresh PBG will be provided by the successful bidder for the extended period of rate contract in accordance with the above clauses.
- (x) The successful bidder shall ensure that the Performance Bank Guarantee to be issued at its request in the favour of Bank, under the terms of the RFP/SLA, shall be submitted to the Beneficiary Bank directly by the issuing bank under Registered Post (A.D.).

2.32 Pre-Contract Integrity Pact

- (i) To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this tender shall be covered under the Integrity Pact (IP) policy of the Bank. The pact essentially envisages an agreement between the prospective bidders/vendors and the Bank committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The format of the agreement is enclosed as **Annexure -12**.
- (ii) Signing of Integrity Pact with Bank would be one of the preliminary qualifications for further evaluation. In other words, entering into this pact would be one of the preliminary qualifications for this RFP Document and the pact shall be effective from the stage of invitation of bids till the complete execution of the contract. Any vendor/ bidder not signed the document or refusing to sign shall be disqualified in the bidding process.
- (iii) CVC has nominated two Independent External Monitors (IEMs) for our Bank who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact. The details of IEMs are as below: -

Sh. ASHA RAM SIHAG Email ID: arsihag@gmail.com Mobile No: 9911558502	Sh. ADITYA PRAKASH MISHRA Email ID: apmishra53@gmail.com Mob No. 9560625666
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2.33 Non-Disclosure Agreement (NDA)

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

Bank's data as per following:-

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

The bidder shall furnish an undertaking and have to sign Non- Disclosure Agreement as per **Annexure-13**. That the bidder will strictly maintain the secrecy of Bank's data.

2.34 Service Level Agreement (SLA)

On the completion of selection process, the successful bidder(s) shall be required to enter into a contract with Bank and need to execute a comprehensive Service Level Agreement (SLA) with Bank within thirty (30) days of 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 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.

1. Delivery, Installation and Commissioning:

- Bank has furnished Zone wise List of ATMs (Onsite and Offsite) including Cash Recyclers as on 30.06.2025.
- The list shared through Annexure is only indicative list for implementation of the e-Surveillance solution by the successful bidders, However, Bank reserves the right to change/modify/remove/add locations as per Business / Operational requirement of the Bank.
- Delivery of complete systems with all accessories and installation (going live) are to be completed within 3 months from the date of issue of delivery instructions by the Bank/ Zonal Office. In case of delay in installation (going live) in the stipulated period, penalty shall be levied at the rate of Rs.500/- per delayed day per ATM site subject to a maximum amount equal to two months charge. and the cumulative amount shall be deducted from the invoice raised,
- The vendor shall provide detailed documentation, including:
 - User manuals
 - Troubleshooting guides
 - Preventive maintenance checklists
 - Standard Operating Procedures (SOPs) for all operational scenarios.

2. Integration Testing & User Acceptance Testing:

- In case, Bank needs to integrate Service Provider's solution/Servers with Bank's Systems/Server, the successful bidder should ensure the same as per mutually agreed rates, except for the regulatory requirements where it should be without any additional cost to the Bank duly complying the Bank's IT guidelines.
- System integration testing will be followed by user acceptance testing, plan for which should be submitted by the Vendor to the Bank. The UAT includes functional tests, resilience tests, benchmark comparisons, operational tests, load tests etc. Designated Bank staff will carry out the functional testing. Bank staff will need necessary on- site
- Training for the purpose and should be provided by the Vendor. Vendor shall provide comprehensive training for Bank's security, IT operations, and ATM operations teams, covering:
 - System usage and monitoring.
 - Troubleshooting of hardware and software issues
 - Reporting and incident escalation processes.
- Vendor should carry out other testing like resiliency/benchmarking/load etc. Vendor should submit result log for all testing to the Bank.
- The Bank will carry out the acceptance tests as per Scope of Work supplied and implemented by the successful bidder as part of the Project. The successful bidder shall assist the Bank in all acceptance tests to be carried out the Bank. The provisioned items will be deemed accepted only on successful acceptance of those products and the bidder would need to provide insurance of those items till successful acceptance. The Bank at its discretion, may modify, add or amend the acceptance tests which then will have to be included by the Bidder. The successful bidder shall

arrange for the respective tests at the relevant sites in the presence of the officials by the Bank. The successful bidder shall ensure that the tests will involve trouble free operation of the complete e-Surveillance System apart from physical verification and testing and that there shall not be any additional charges payable by the Bank for carrying out this acceptance tests.

- Bidder has to coordinate for smooth implementation of the proposed solution.

3. Acceptance of Solution:

- The Installation will be deemed as incomplete if any component of the Solution is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank after acceptance testing/ examination. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted. The installation will be accepted only after complete commissioning of Solution.
- The commissioning of the solution will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this RFP / GeM bid.
- The solution will be accepted after complete integration and satisfactory working of the solution.
- Any deliverable that has not been implemented or not operational or delayed, will be deemed or treated as Non-Delivery thereby excluding Bank from all payments obligations under this RFP or agreement.
- Bank will evaluate the offered Solution implemented by the bidder. If the Solution experiences no failures and functions according to the requirements of the GeM bid as determined by the Bank during the procurement period, then the solution will be accepted by the Bank.

4. Onsite and Offsite Resources:

- The bidder has to provide technically qualified Onsite and Offsite resources that are well versed in the proposed solution for the entire contract period at their own cost. It is clarified that the Onsite resource requirement is envisaged upto the project LIVE and not 24x7x365 requirement. Being purely administrative in nature, the same cannot be catered for in commercials.
- The selected bidder should provide a dedicated Project Manager with whom Bank will be able to co-ordinate with until PROJECT LIVE. Bank reserves the right to claim change in resource based on the performance of the resources.
- Bank at its discretion may avail Onsite/Offsite resources based on the requirement. Support should include advisory to Bank in implementing controls for the risk advised by regulators/Govt. of India.
- Support has to cover to solve day to day issue while using the proposed solution in our environment like resolving the issues related to incident, security threat, signature updates, daily updates, service related issues and any other issues to the bank as per the SLA at no extra cost.
- Bidder is responsible for providing practical solution for resolution of the issues and Procurement of the same to resolve the issues. If the Issue requires OEMs technical person's/ product developer etc. intervention, Bidder has to take up suitability with the appropriate level at OEM and obtain the

solution and implement it for resolution of the issue. If the analysis of the issue requires log submission, Bidder will submit the same for further analysis in consultation with the Bank.

- The Bidder should help bank in resolving any security observations as per the IS Policy of the Bank.
- Bidder will be responsible for attending complaints during the contract period.
- Bidder to provide Onsite/Offsite resources as per Bank's requirement at their own cost. In case the resources go on leave/absent, replacements having equivalent or more experience and qualification has to be arranged by the Bidder to ensure that regular functioning of the solution is not hampered.

5. Uptime:

1. 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:

Parameter	Target
System Uptime per Site	≥ 97% monthly
Incident Response Time (P1)	≤ 30 minutes
Resolution Time for P1 Incidents	≤ 4 hours
Replacement of faulty devices	≤ 3 business days
CMS Availability	≥ 99.9% monthly

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.

2. The "Uptime" is, for calculation purposes, equals to the Total contracted minutes in a month less Downtime. The "Downtime" is the time between the Time of Failure and Time of Restoration within the contracted minutes. "Failure" is the condition that renders the Bank unable to perform any of the defined functions on the Solution. "Restoration" is the condition when the selected bidder demonstrates that the solution is in working order and the Bank acknowledges the same.
3. The percentage uptime is calculated on monthly basis as follows:

$$\frac{(\text{Total contracted Hrs in a month} - \text{Downtime Hrs within contracted Hrs}) \times 100}{\text{Total contracted hours in a month}}$$
4. Contracted Hours of a month = No. of days in that Month X 24 Hours.
5. Once Go-Live of Application, the proposed solution shall be available on 24*7*365 basis and hence any technical issues may be resolved as per the Time matrix provided below.

S.N.	Severity	Description of Severity	Response Time	Resolution Time
1.	Level 1 – Severity (Critical)	Complete disruption of services resulting in non-functioning of application of proposed solution.	Within 30 Mins of Disruption	Within 2 hours of call reported
2.	Level 2 – Severity (Medium)	The issue is severe in nature but services are available with restricted operations and some manageable workarounds.	Within 30 Mins of Disruption	Within 4 hours of call reported
3.	Level 3 – Severity (Low)	Minor loss of service and impact of the issue could be minor in nature which may bring some workaround to bring the normal functioning.	Within 30 Mins of Disruption	Within 8 hours of call reported

6. 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.
7. The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
8. 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.
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.
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.
11. Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of the Bidder.
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.
13. All the above LDs are independent of each other and are applicable separately and concurrently.
14. LD is not applicable for the reasons attributable to the Bank and Force Majeure.

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 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, 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.

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.

8. Local Support:

The bidders should be capable of meeting the service and support standards as specified in this RFP.

9. Documents, Standard Operating Procedures and Manuals

All related documents, manuals, Standard Operating Procedures (SOPs), best practice documents and information furnished by the bidder shall become the property of the Bank.

10. Security

- The Bidder has to use standard procedures like hardening, dedicated configuration in order to comply security standards including cyber security.
- The Bank will not provide any remote session and direct internet connectivity to the equipment in terms of support which may leads to the vulnerability of the system.
- The Bank may conduct security audit in the proposed solution after complete implementation.
- The Bidder has to do necessary changes in the configuration directed by security team of the bank after security audits like VAPT, Code Audit, RBI Audit etc. without disturbing the production and existing backed up copies.
- The Bidder has to follow the industry best practices in Configuration of Operating System and other Software.
- Any kind of change like update, upgrades etc. in the system after complete installation will not lead into any commercial during contract tenure.
- Bidder should take adequate security measures to ensure confidentiality, integrity and availability of the information.
- Bidders are liable for not meeting the security standards or desired security aspects of all the ICT resources as per Bank's IT/Information Security / Cyber Security Policy.
- The selected bidder will have to establish all the necessary procedures/infrastructure/technology /personnel to ensure the Information System Security as per the guidelines prescribed by RBI and the policies of the Bank.
- Compliance with Bank's IS Security Policy: The selected bidder has to comply with the Bank's Information Security Policy which is relevant to the RFP.

11. Defect Liability:

In case the product/items/service provided by the selected bidder is found to be defective or do not achieve the targeted performance as specified herein or with bugs within the period of the contract, the selected Bidder shall forthwith replace such defective solution at no extra cost to the bank without prejudice to other remedies as may be available to the Bank as per GeM bid terms.

2.35 Contract Amendment

- (i) The successful bidder can't alter, amend, omit, add, suspend, or vary the work (henceforth referred to as variation) under the contract unless specifically instructed in writing by Bank. During the course of the contract, the Bank shall have the right, subject to the provisions specified above, to direct the successful bidder to make any modifications without impairing the terms of the agreement by means of written notification. The bidder who is finally selected will implement the changes and, to the extent that they apply, will be subject to the same terms as if the changes had been included in the contract provisions.
- (ii) If the finally selected Bidder believes that any suggested variations, if implemented, will prohibit him

from performing any of his obligations under the contract, he must notify Bank in writing of this belief and provide justification. Bank will then direct the successful Bidder to implement the other modified variation without impairing the terms of the contract.

- (iii) If any change in the scope of work as per instruction from the Bank is likely to result in Increase/reduction in cost, the parties shall agree in writing to the extent of change in contract price, before the finally selected Bidder proceeds with the change.
- (iv) Neither any sign-off, nor any payment by the Bank for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Bank shall affect or prejudice the rights of Bank against the finally selected Bidder(s), or relieve of his obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in the Bank to pay for alterations/ amendments/ variations, or discharge the liability of the successful Bidder for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Bank nor shall any such certificate nor the acceptance by him of any such amount paid on account or otherwise affect or prejudice the rights of the successful Bidder against Bank.
- (v) No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

2.36 Putting Outside Influence to Bank

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

2.37 Re-tendering

In case no or only a single vendor qualifies the technical evaluation, in such event, Bank may cancel the tender process and re-tender it in conventional two part bid method as per GeM Rule.

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.

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Chapter 3: Scope of Work

In order to achieve the Bank's Business objectives in striving to offer innovative products and superior service, the Bank intends the bidder to provide a robust and highly scalable integrated e-surveillance system in all ATMs/CRMs for Five (05) Years on OPEX Model. The purpose of implementing the proposed system / solutions is to avoid any mis-happening, crime, theft, burglary, vandalism at its ATMs installations (Onsite and Offsite) locations and also to detect any intrusion.

- The solution must support deployment of on premise, cloud, or hybrid models, at the discretion of the Bank. Cloud deployments, if chosen, shall comply with RBI's data localization guidelines and DPDP Act, 2023, ensuring all surveillance data resides within India.
- The proposed Central Monitoring System (CMS) shall be modular and scalable to accommodate future expansion. In case the Bank needs to integrate service provider's solution/server, the successful bidder should ensure the same as per mutually agreed rates (except for regulatory requirements) duly complying the Bank's IT guidelines.
- The system shall optionally support AI-based analytics including, but not limited to:
 - Intrusion detection
 - Loitering detection
- Such analytics shall generate real-time alerts to enhance security monitoring.
- The CMS shall integrate with the Bank's existing Incident Response System, ATM monitoring platforms, ticketing tools, and security operations centre (SOC), facilitating automated incident reporting and escalation.

The offices of the Bidders should be in a position to deploy adequate staff/ personnel having requisite qualifications and experience to provide above services (in a cost effective manner) and meet service level requirements (as would be prescribed in the contract, in line with industry standards).

The proposed e-Surveillance System would consist of the following:

- a. Monitoring of the ATMs/ CRMs Sites
- b. Event based Alert Generation and Reporting till resolution.

3.1 Timelines

Bidder is required to implement the project within the stipulated timelines provided below:

Deliverables	Elapsed Time
Integrated e-Surveillance system including Central Monitoring System, shall be set up and made Go-live seamlessly (full-fledged) at the existing sites as on the PO date.	T+ 90 Days (T :- Date of Acceptance of Purchase Order)

***Note:** The implementation shall comprise of system configuration, customization, pilot implementation, UAT and system roll out. The bidder shall submit schedule of activities and its timelines within overall implementation period and shall be agreed upon by the Bank.*

Bidder to provide implementation plan meeting all the requirement of in scope applications and in adherence to the SLA and timelines as a part of the Technical Proposal. Liquidated damages will be imposed if the bidder fails to deliver the hardware/software/services within the stipulated timelines.

The bidder will be responsible for delivering the end to end solution and will be the single point of contact for the Bank.

3.2 Detailed Scope of work

Major Scope of Services to be rendered by the vendor is as follows:

1. Event based e-Surveillance Activities:

- a. Detection of Intrusion in the ATM, Control Panel, etc. at ATM/e-Lobbies premises.
- b. Camera analytics or any facility, which should be able to detect any person entering ATM room with covered face, face under mask and/or wearing helmet etc. to ascertain footfall required for assessment of viability / profitability / potential of the Site. To detect / thwart potential untoward incidents and to 30 auto generate alert tickets for incident escalation
- c. Alert in case of fire/abnormal heat, smoke, in the ATM/e-Lobbies.
- d. CCTV Surveillance should be provided in ATM Room and ATM Back room / UPS Cabinet if in ATM front lobby -as well as the front entrance area.
- e. Event Based detection of loitering or unauthorized activity, using motion detectors through PIR (Passive Infrared) sensor/ IP Camera on a round the clock basis / or on a shift basis, wherever the ATMs functioning is on a shift basis. In other words, the Trigger action in all the ATMs including the ATMs closed in night would be on event based basis however, all the ATMs would remain under Surveillance for the 24x7x365 basis.
- f. Video verification by viewing images of site on above event.
- g. Storing of Images and Video for any Verification (180 days minimum) (Expandable to meet higher period for storing in case of any future administrative / regulatory requirements). For flagged/event based cases storage till the resolution of the case is required at no additional cost.
- h. Images and Video for any Verification (180 days minimum) (Expandable to meet higher period for storing in case of any future administrative / regulatory requirements) will be stored in NVR placed in Back Room at site location and the backup for the same should be available for 7 days at central monitoring location at FPS acceptable for forensic and legal requirements. For flagged/event based cases storage till the resolution of the case if required.
- i. Use of 2-Way Audio to deter the attempted crime and the system should be highly capable of clear voice/sound quality and there should be no disconnection even if the connectivity is lost with the command centre.
- j. Pre-recorded message of minimum 60 seconds should be played to deter any theft/burglary or any suspicious activity.
- k. Storing of ticket related notes / recordings of conversation with various parties for 180 days minimum. Storing of suspicious / criminal events would be for beyond 180 days, till the closer of the case.
- l. SMS / Emails/Calls to Bank officials posted at Branches/Regions/ Circles/Head Office, on receiving an alert as per mutual agreed procedure. This disposition may be altered as per Bank requirement in future.
- m. Telephone escalation to related parties regarding communication of crime.
- n. Bank (Branches/Zonal Office/Head Office) should have the authority and discretion to remotely view any of the ATMs under this solution whenever required, carry out mock drills etc. with availability of log details.

- o. Bidder shall be liable for providing reports as per Bank's requirement and bidder is under obligation to provide audio-video footage / images as per the requirement of the Bank within 24hrs.
- p. Providing audio – video footage/ images for submission to Police authorities/ Civil Administration authorities, under the law.
- q. All functionalities given in functional specification to be provided. Functional specifications of the e-Surveillance system are as per General Functional Requirement and Mandatory Functional requirement mentioned in this RFP.
- r. The offered system should have various reporting capabilities such as e- Surveillance system down report, system health check report, ATM-wise site- wise alert reports, ticket transaction reports, ATM main power cut reports, chest door open report, hood open report, and connectivity/ link uptime report etc.
- s. The e-Surveillance vendor will be solely responsible to provide such information or video footage or image or reports (in portable device) to the police or other regulatory authorities on demand and under the permission of Bank's authorities. Suitable penalty will be applicable in case of failure to provide requisite footages.
- t. To implement the offered system as per the technical/ functional specifications given in the RFP document.
- u. Site and Geography identification for installation of system would be done absolutely at the discretion of the Bank. Similarly, any addition of the site should not attract any additional commercial.
- 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.
- w. During the currency of the contract, if any additional sensor is required to be installed as per the present scope of work or in case of the regulatory requirement, the vendor will install the same without any extra cost.
- x. De-installation/Dismantling of any e-surveillance equipment already installed on the site will be done without any additional cost to the Bank.
- y. During the currency of the contract, the vendor should upgrade the system at no additional cost, particularly with reference to up gradation in technology related to CCTV camera (resolution)/Sensors or due to compliance of any Regulatory guidelines/requirements etc.
- z. The Bank would use this support infrastructure for any other site control measures also.
- aa. Customer credentials should not be captured through any camera/sensor or any type of equipment in ATM cabin installed by the bidder.

2. Site preparation-

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/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.

3. Connectivity-

The selected bidder is required to provide end to end secure and dedicated connectivity from the individual site setups to the central monitoring system. Bidders have to provide separate VPN (Virtual Private Network) network based on GSM (Global System for Mobiles) or CDMA (Code Division Multiple Access) with redundant connectivity, from two different service providers.

4. **Online Remote Monitoring-** The proposed solution should be reliable, robust, scalable and latest surveillance system. The system should comprise of:
- Intruder Alarm System
 - Video Surveillance System:
 - (i) The proposed system shall provide secure encryption (minimum AES-256) for all video feeds and data at rest. Vendor shall ensure security hardening of all hardware and software components, including but not limited to:
 - Disabling default credentials
 - Implementing role-based access controls (RBAC)
 - Supporting multifactor authentication (MFA) for administrative access
 - Maintaining audit logs of all administrative actions
 - (ii) Vendor shall ensure that all surveillance data remains within India. No video feeds, metadata, or analytics data shall be transmitted or stored outside India without written approval from the Bank.
 - (iii) All cameras shall support H.265 video compression or better, for optimized bandwidth and storage utilization.
 - (iv) Cameras deployed in the solution shall preferably support edge analytics capabilities, allowing basic functions such as motion detection, tamper alerts, or intrusion detection directly on the device.
 - (v) Vendor shall facilitate annual security audits and vulnerability assessments (VAPT) of the deployed e-surveillance infrastructure through a CERT-In empanelled auditor. A security compliance certificate shall be submitted to the Bank annually.
 - Fire Detection System

The services offered by the proposed system should include but not limited to following functionalities:

5. **Remote monitoring of the location:**

Event Based detection of loitering or unauthorized activity, using motion detectors through PIR (Passive Infrared) sensor Based Monitoring of individual sites from the Remote Central Monitoring System. Camera analytics or any facility, which should be able to detect any person entering ATM room with covered face, face under mask and/or wearing helmet etc. The Central Monitoring System should have facility to remotely control the equipment/ devices installed at individual sites. The Solution should capture, store, and analyse digital Video images with audio to enable central monitoring, increase operational efficiency, reduce liability, minimize risk and secure people & property.

Centralized Monitoring System: The vendor shall have license for the software offered and shall own the CMS hardware and accessories. Access to the CMS to be provided for the Bank officials at our

Security Department, Head Office. The required infrastructure for CMS will be responsibility of the bidder. The bidder has to size the hardware considering the requirement of the Bank and perform upgrade if any, required, at their own cost.

6. Online Video/Audio pulling:

The Video/ Audio captured from the individual sites should be accessible on-demand, online from the Remote Central Monitoring System. Storing of Images and Video for any Verification (180 days minimum) (Expandable to meet higher period for storing in case of any future administrative / regulatory requirements).

7. Two-way Audio to deter/warn criminal attempts/activities.

The system should be highly capable of clear voice/sound quality and there should be no disconnection even if the connectivity is lost with the command centre. Pre-recorded message of minimum 60 seconds should be played to deter any theft / burglary or any suspicious activity.

8. The proposed system should have the capability to detect the Exceptional / unwarranted activities through various sensors such as:

- Thermal Sensor
- Removal Detector,
- Vibration Sensor,
- Tilt Sensor,
- Motion Sensor,
- Smoke Sensor

9. Monitoring of Devices and Equipment-

The system should check the house keeping of the site and should generate status report at predefined intervals. The system should have machine based automated diagnostics for preventing down time. The monitoring of devices and equipment will cover but not limited to the following activities:

- Video housekeeping.
- Camera health check-up
- HDD health check-up
- Sensor/ Detector health check-up.

Supply of Equipment:

All hardware components, including cameras, NVRs, switches, and accessories, shall be sourced from Original Equipment Manufacturers (OEMs) who:

- Are not under any restriction by Government of India authorities.
- Have not been blacklisted due to data privacy or national security concerns.

- 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.

10. Maintenance-

The selected bidder shall carry out the preventive maintenance of 25% of allocated sites once in every 3 months and the remaining allocated sites to be distributed per quarter. Preventive Maintenance will include replacement of worn-out parts, checking through diagnostic software etc. Worn out parts should be replaced/repaired/rectified within a maximum period of 24 hours in metro & urban and 48 hrs in other regions from the time of fault occurrence. Monthly health Monitoring Reports to be submitted by the selected vendor to the respective zones. All such reports shall be duly authenticated by the Branch Officials & submitted to ZO.

In case equipment is taken away for repairs, the Service Provider shall provide a standby equipment (of equivalent configuration), so that the work of Bank is not affected. The Service Provider shall keep sufficient quantity of spares as stock during the warranty period at their support office across the country.

11. Web Portal and Mobile based Application:

- The Service Provider shall provide dedicated web based portal and also mobile based application to Bank that enable us to provide real time monitoring of sites.
- Web based portal and mobile based application should be capable to provide status of UP/down sites with individual equipment age wise. Besides regular UP/Down time reports which are to be sent on the mail, the sites UP/Down status must also be available on the Web based portal and mobile based application with the downtime age of each Equipment
- Portal should be enabled for viewing for respective BMs / ZMs / FGMO officials and Officials at ATM Cell and HO Security Department.
- History of previous theft/burglary should be available in the portal and application.
- To raise manual ticket for down sites or any equipment's.
- To provide live view of sites in web portal which can be changed on rotational basis.
- Customization as per Bank's requirement. Which should be free of cost for the first six months from the date the portal is go live. After that customization will be on mutually agreed terms
- Capability to take the screen shots of the live images and video.
- To provide different type of reports in the portal.
- To develop any new feature in the dashboard at no extra cost in case the proposed change is within the present scope of work to the bank and as per the instructions of the regulatory authorities. For the new features i.e. out of the present SOW, the successful bidder should ensure the same as per the mutually agreed rates duly complying the Bank IT guidelines
- To be able to generate the penalty calculation report, if required by the Bank.

xii. Billing module (automatic calculations of monthly bills) exclusively in web based portal.

12. Hosting and operating a web-based Monitoring live Screen at Head Office Security Department

The Service provider shall provide the Parallel feeds of all alerts, CCTV status, health status of installed sensors and equipment installed at ATMs/CRMs sites. Live video setup on a designated LCD display on 24*7 basis at Head Office Security Department New Delhi.

13. Incident Management/ Reporting System-

The possible incidents include vandalism, theft, fire, water leakage, misbehaviour, mischief, crimes, or any other untoward incidents affecting the safety & security of the customer & Bank property. The proposed system should have automated on-line real-time fault detection & trouble tracking system. The system should have multiple means (email/ SMS etc.) for delivering alerts alarms to intimate above the incidents / situations to the authorized officials of the Bank/ local authorities. The proposed system should generate all management reporting of all untoward incidents and should store audit- trial of all access/ actions. The reporting system should be comprehensive and should have graphical analytical reporting of all incidences. Storing of ticket related notes / recordings of conversation with various parties for 180 days minimum. Storing of suspicious / criminal events would be for beyond 180 days, till the closer of the case.

The major reports to be provided by the selected bidder are as follows:

a. System Uptime Report

Service Provider should provide uptime report of e-surveillance system to the Bank on (daily/weekly/monthly/quarterly).

b. Incident Report

Service Provider should provide incident report for each incidence to the Bank on (daily/weekly/monthly/quarterly).

c. Preventive Maintenance Report

Service Provider should submit preventive maintenance report in banks format duly signed by E-channel manager (in case of offsite) and signed by connecting branch official (in case of onsite) (Monthly).

d. Site Audit Report

Service Provider should provide site audit report having details of all assets deployed by the Bank at site under the present scope of work (Monthly).

e. Any other report as desired by Bank/RBI/Auditor(external/internal)

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Service provider should provide customized reports and dashboards as per the requirement of the Bank with any subsequent modifications as may be required due to changing necessity without any recourse of any cost revision.

Chapter 4: Terms & Conditions

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

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

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

The bill for the services rendered must be furnished along with the prices thereof, as per the terms and conditions contained in this document. Payment shall be made on the actual procurement however the commercial evaluation shall be on the Total Cost of Ownership (TCO).

4.1 Signing of Contract

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

4.2 Duration of Contract

The contract will start from the date of acceptance of purchase order by the Bidder and will be valid for Five (05) years, subject to yearly performance review for satisfactory performance of the Bidder. If required, the tenure of contract can be extendable on same terms and conditions.

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

4.3 Acceptance of Order (Order Placement)

Orders will be placed by the Bank. The successful bidder (Vendor) shall have to accept and acknowledge orders within 7 days from the Issuance of Purchase Order by the Bank. Bank has a right to cancel the order and invoke the Bid Security Declaration/forfeit the EMD of vendor or Performance Bank Guarantee, if the same is not accepted within a period of 7 days from the date of order, otherwise it will be considered as

accepted. For review the order status, bank shall share, escalation matrix with successful bidders for Review of issues from both ends viz. Field escalations as well as Bidders escalation.

4.4 Not Acceptance/ Non-Execution of Order

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

4.5 Penalty

The selected Bidder should perform activities as mentioned in “Scope of Work”. However, if for any reason the work is not completed as per the requirements of the RFP within the stipulated time the bank will impose Liquidated damages and Penalty as per Annexure-23 Penalty clause.

4.6 Signing of Pre Contract Integrity Pact

The bidder should submit original executed Integrity Pact along with the technical BID. The Integrity Pact must be executed on stamp paper and must be signed by all the witnesses. The Performa of Integrity Pact is as per (Annexure-12).

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.

4.8 Publicity

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

4.9 Compliance with Laws

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

This RFP and process incidental thereto shall remain subject to the guideline/order issued by Ministry of

finance Department of Expenditure, Govt. Of India vide its Order No. 6/18/2019-PPD dated 23rd July 2020.

4.10 Compliance of all Regulatory Requirement like MHA, RBI, IBA etc. during the Contract period

It is the responsibility of the bidder to change/upgrade/customize the infrastructure at all levels (like software, hardware supplied to Bank, Infrastructure at Management Centre, ATM site etc.) for ensuring the compliance to statutory, RBI, IBA 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.

4.11 Liquidated Damages(LD)

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 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.

4.12 Termination Of Contract

1. Termination for Default:

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

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

- Excessive delay or fails to execute the work or any part thereof in accordance with the contract/.
- Discrepancies / deviations in the agreed products.
- Violation of terms & conditions stipulated in this RFP/Purchase order or Breach of the Agreement.
- Failure to deposit the Performance Bank Guarantee (PBG) asked for under the contract.
- In the event of commencement of liquidation or winding-up (whether voluntary or Compulsory) of the vendor or appointment of a receiver or manager of any of the vendor's assets and/or insolvency of the vendor.
- If the vendor assigns or attempts to assign his interest or any part thereof in the Contract without written, express permission of the Bank.
- If required, Bank may also take action against the vendor and blacklist them without any correspondence in this regard.
- The Bank suffers a reputation loss on account of any activity of vendor or its person, subcontractor and agents.

- After giving notice to terminate the contract, the vendor must continue to extend his services till an alternative vendor is found.
- If the Successful Bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

In the event of Bank terminating the Contract in whole or in part, the Bank will procure, upon such terms and in such manner, as it deems appropriate, systems at Written Down Value (WDV). However, the Bidder shall continue the performance of the contract to the extent not terminated.

2. Termination for Insolvency:

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

3. Termination for Convenience:

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

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

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 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 majeure

4.15 Cancellation of Purchase Order:

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

- Non-submission of acceptance of order within 7 days of placement of order.
- Non submission of **Performance Bank Guarantee** within stipulated time as specified in the RFP.
- Non-signing of contract within the time specified by bank.

4.16 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.

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

4.18 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.

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

4.20 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 non-disclosure of confidential information under this Agreement can be fully satisfied.

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

The Bidder shall sign a Non-disclosure Agreement as per Annexure-13.

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 provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. It is also agreed that the Bidder shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies observed.
- Bidder further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/ Reserve Bank of India and or any

regulatory authority required for conducting the audit. The Bank reserves the right to call and/or retain for any relevant material information / reports including audit or review reports undertaken by the Bidder (e.g., financial, internal control and security reviews) and findings made on the Bidder in conjunction with the services provided to the Bank.

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

4.22 Intellectual Property Rights (IPR)

All rights (including the intellectual property rights), title, and interest in the solution and the platform provided pursuant to this Agreement, shall remain vested in the Vendor, at all times. Nothing contained in this Agreement shall be construed as granting a license, transfer, or assignment of such rights, title, or interest to the Bank.

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

4.24 Non-Exclusivity

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

4.25 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 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 Delhi.

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

mentioned in this clause shall be observed. Any appeal will be subject to the exclusive jurisdiction of courts at Delhi. All arbitration proceeding shall be conducted in English.

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.

- ✓ IP Infringement indemnity
- ✓ Bodily injury (including Death) and damage to real property caused by successful bidder/s' gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the successful bidder that gave rise to claim, under this tender.

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

4.27 Information Security

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

4.28 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 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.

Ownership and Retention of Documents

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

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

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

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

4.29 Business Continuity Plan

The Successful Bidder shall ensure to have effective business continuity and disaster recovery plan. The Successful Bidder shall develop and establish a robust framework for documenting, maintaining and periodic testing of business continuity and recovery procedures and shall maintain a record of the same.

The Central Monitoring System (CMS) shall include Disaster Recovery (DR) capabilities. Vendor shall define DR strategies, including:

- Real-time replication of surveillance data.
- Weekly backups of critical configuration and video footage.
- DR site restoration procedures to resume surveillance operations in case of primary site failure.

4.30 Adherence of Cyber Security Policy

Successful Bidder should adhere to Bank's IT/Information Security / Cyber Security Policy. The IT /Information Security/ Cyber Security Policy will be shared with successful bidder. Bidders should ensure Data Security and protection of facilities/application managed by them. The deputed persons should be aware about Bank's IT/IS/Cyber security policy and have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised/disclosed/ misused/misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank.

Bidder has to agree and provide undertaking not to disclose any Bank information and will maintain confidentiality of Bank information as per policy of the Bank and will sign "Non-Disclosure Agreement" document provided by Bank.

The legal and regulatory requirements, including data protection, intellectual property rights, copy right, all the relevant regulations for sub-contracting; including the controls that need to be implemented shall be included in the supplier agreement.

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

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

The Bank shall evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/outsourcing activities and bidder shall ensure to support baseline system security configuration standards. The Bank shall also conduct effective due diligence, oversight and management of third party vendors/bidders & partners.

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

4.31 Compliance with Statutory and Regulatory Provisions

It shall be the sole responsibility of the Vendor to comply with all statutory, regulatory & Law of Land and provisions while delivering the services mentioned in this agreement. All suggested changes due to changes in Bank policy, Changes in Govt. Rule, Changes by Regulators shall be done without extra cost to the Bank, during contract period.

4.32 Legal Compliance:

The Vendor hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required. If at any time during the term of this agreement, the Bank is informed or information comes to the Bank's attention that the Vendor is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority), the Bank shall be entitled to terminate this agreement with immediate effect. The Vendor shall maintain all proper records, particularly but without limitation accounting records, required by any law, code, practice or corporate policy applicable to it from time to time including records, returns and applicable documents under the Labour Legislation. The Vendor shall ensure payment of minimum wages to persons engaged by it as fixed from time to time under the Minimum Wages Act, 1948. In case the same is not paid, the liability under the act shall solely rest with the Vendor.

4.33 Security:

For all solution(s), application(s), software(s), hardware/ networking component(s) and security component(s) that the vendor provides as part of the requirements of this Agreement, the Vendor is requested to ensure that adequate controls and governance are implemented. Audit trail and logs of the corresponding solution and/or application and/or software and/or hardware and/or networking components and/or security components must be logged, reported, monitored and made available to the bank for further

analysis. The transfer of audit trail and logs, of the in-scope components mentioned above, to Bank's Security Operations Center or to Bank's custodian, may be fulfilled on real time basis or store & forward basis, as decided by the bank.

4.34 Proprietary Rights:

The work product including but not limited to all information, reports, studies, software (including source codes, object codes and executable), flow charts, diagrams and other intangible and tangible material of any nature whatsoever produced by or as a result of any of the services rendered by the Service Provider shall be the sole and exclusive property of the Bank. In furtherance thereof, the Service Provider hereby irrevocably grants, assigns, transfers to the Bank all rights, title and interest of any kind, in and to any work product produced under RFP contract. The Service Provider shall be entitled to make absolutely no use of any of the materials except as may be expressly permitted in writing by the Bank.

Annexure – 1

Bid cover Letter

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

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

Sir

Reg. RFP through GeM for selection of vendor for Procurement of Integrated E-surveillance system at ATMs/CRMs under OPEX Model for Five (05) Years

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ amendments / addendums, if any, furnished by the Bank and we offer to supply, Install, test and support the desired Software Solution detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP.

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

1) While submitting this Bid, we certify that:

- a) The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
- b) We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
- c) Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- d) The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
- e) We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
- f) We have quoted for all the products/services mentioned in this RFP in our indicative price Bid.
- g) The rate quoted in the indicative price Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.

2) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

3) We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to

any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

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

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No. 3) dated 24.07.2020 along with subsequent Orders and its amendment thereto regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority (where applicable evidence of valid certificate to be attached). We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.

- 17) If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.
- 18) We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.
- 19) We hereby declare that if we withdraw or modify our bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in the GeM bid, we understand that the bid security shall be forfeited (for the bidders who have submitted Bid Security) and we will be suspended for the period of two years from being eligible to submit bids for contracts with Punjab & Sind Bank.

Date: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Mobile No/ Telephone No.:

Seal of Company

Annexure – 2

Eligibility Criteria

S.N.	Eligibility Criteria	Prospective Document to be Enclosed
1.	The Bidder should be registered company in India as per company Act 1956 & 2013 or Government Organization/Public Sector Undertaking/Private Sector Enterprise or a limited Company under Indian Laws or /and an autonomous Institution approved by Govt. of India/Reserve Bank of India since last 5 years as on RFP submission date. In case of Micro, Small & Medium Enterprises (MSME): Procurement of Services through MSMEs will be done as per the policy guidelines issued by Ministry of Micro, Small and Medium Enterprises (MSME), GOI from time to time. MSMEs registered under the SPRS (Single Point Registration Scheme) of NSIC and complying with all the guidelines thereunder as well as those issued by GOI from time to time shall be eligible. MSMEs meeting all the eligibility criteria laid down in in this RFP will be eligible to bid for this RFP.	Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company or Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies. Memorandum & Articles of association and full address of the registered office. Copy of valid MSME/NSIC registration Certificate bearing registration number to be submitted.
2.	Bidder should have its own Proprietary/OEM software solution platform for providing Integrated E-surveillance system Solution which includes Monitoring console, Alarm panel and Health Monitoring Dashboard. Further both OEMs and bidder cannot participate in the bid process it can be either of them.	1. Bidder self-declaration in case of own proprietary/OEM software solution 2. OEM authorization letter/MAF confirming ownership of software and platform.
3.	The Central Monitoring Station Infrastructure must be in place in India and should be capable to monitoring a minimum of 5000 sites which may include ATMs, CRMs, e-lobbies, Branches.	Undertaking to be given by the bidder.
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.	1. Copies of the relevant Purchase/Work Order or Signed SLA duly attested by the Bidder. 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)

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S.N.	Eligibility Criteria	Prospective Document to be Enclosed
5.	The Bidder should have at least 3 active valid contract with PSU Bank in providing command centre based Integrated E-surveillance services covering minimum 5000 sites (ATMs/CRMs/e-lobbies/branches) as on the date of Bid submission.	1.Copies of the relevant Purchase/Work Order or Signed SLA duly attested by the Bidder. 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)
6.	The Bidder or its technology partner (OEM) provider should not be owned or controlled by any Director, officer or employee of Punjab & Sind Bank or by related party having the same meaning as assigned under section 2(76) of the companies act or relative having same meaning as assigned section 2(77) of companies act 2013 read with rule 4 of the companies (specification of definition details) rules 2014.	Undertaking to be given by the Bidder.
7.	The Bidder or its technology partner (OEM) should have average turnover of at least INR 90 Cr. during the Last 3 FYs i.e. 2022-23, 2023-24 and 2024-25.	Copies of Audited Balance sheet along with Profit and Loss A/c statement duly signed and stamped by CA as per Annexure 4 (A). If audited balance sheet for FY 2024-25 not available, then Provisional Balance sheet duly signed and stamped by CA as per Annexure 4 (A).
8.	The Bidder or its technology partner (OEM) should have Positive Net worth (as EBIDTA i.e., Earning before Interest, Tax, Depreciation and Amortization) for the Last 3 FYs i.e. 2022-23, 2023-24 and 2024-25.	Copies of Audited Balance sheet along with Profit and Loss A/c statement duly signed and stamped by CA as per Annexure 4 (A). If FY2024-25 not available, then Provisional Balance sheet duly signed and stamped by CA as per Annexure 4 (A).
8.	The Bidder should have dedicated setup for Integrated E-Surveillance 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.	Self-Declaration from the Bidder regarding seismic zones location and ownership
9.	The Bidder should not have been blacklisted at the time of submission of the bid by RBI/ any Regulator/statutory body/	Self-Declaration from the Bidder

RFP through GeM for selection of vendor for Procurement of Integrated E-surveillance system at ATMs/CRMs under OPEX Model for Five (05) Years



S.N.	Eligibility Criteria	Prospective Document to be Enclosed
	any Government Department/ PSU/PSE/ Financial Institution or banks in India.	
10.	The Bidder should not be classified as an Insolvent / Bankrupt by any Bank. The bidder should not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons	Self-Declaration from the Bidder
11.	The Bidder should have service centres across the country. Preferably covering all the state capitals with at least one (1) dedicated for North-East region and should be capable of expanding the service centres.	Self-Declaration from the Bidder with support Centre address.
	The Bidder should have a reach to service across all the branches of Punjab & Sind Bank.	Self-Declaration from the Bidder
	The Bidder should not appear in any “Caution” list of RBI / IBA or any other regulatory body for outsourcing activity as on the date of bid submission	
12.	There are no pending cases against the Bidder involving cheating /fraudulent activities. Details of such activities, if any, must be furnished to the Bank	Self-Declaration Certificate from company to be submitted.
13.	The set up for the proposed Integrated E-Surveillance system solution should be ISO 27001:2013/2022 or above certified as on the date of bid submission.	Copy of valid Certifications.
14.	Bidder should not have had any unsuccessful implementations (Contract termination) for non-performance in Integrated E-Surveillance system solution in any of the earlier contracts with any Bank during last 5 years.	Self-Declaration Certificate from company to be submitted.
15.	As per Central Vigilance Commission (CVC) directives, it is required that Bidders/ OEMs /Supplier/bidders / Contractors observe the highest standard of ethics during execution and continuation of such contracts in pursuance of this RFP document.	Self-Declaration from the Bidder
16.	The Bidder must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding bidders from a country which shares land border with India.	Self-Declaration from the Bidder
17.	Bidder should not be involved any litigation that impacts the solvency of the bidder.	Self-Declaration from the Bidder

RFP through GeM for selection of vendor for Procurement of Integrated E-surveillance system at ATMs/CRMs under OPEX Model for Five (05) Years



S.N.	Eligibility Criteria	Prospective Document to be Enclosed
18.	Bidder must have requisite Central and State Labour Laws Compliance	Self-Declaration from the Bidder
19.	The bidder must sign the Non-Disclosure Agreement (NDA) and Integrity Pact while submitting the response to the Request for proposal (RFP). Bidders must comply with all clauses mentioned in the NDA and Integrity Pact. No changes to the NDA and Integrity Pact are allowed.	Duly signed Non-Disclosure Agreement (NDA) as Annexure-13 and Integrity Pact (IP) as Annexure-12. The NDA and Integrity Pact must be executed on Stamp Paper at time of Bid submission.
20.	Bidder should not be subletting their infrastructure to third party.	A certificate to the effect that they are not subletting their infrastructure support to any third party.
21.	Bidder should not have been disqualified on account of indulging in unethical business practices.	Self-Declaration from the Bidder

Note:

- All the undertakings/self-declarations must be submitted with the signature and stamp of Company Secretary or Board authorized representative (Copy of Board resolution to be submitted). All the undertakings/self-declarations should be issued post the date of RFP being published by PSB.
- The bidder should not have their Directors convicted of any criminal offence related to their professional conduct or making false statements or misrepresentations as to their qualifications to enter into a Procurement Contract within a period of two years preceding the last date of bid submission of RFP. If a bidder chooses not to disclose any such issue, and the same comes to Bank's notice at a later date, the Bank will be free to revoke any contract entered with the vendor and invoke Bank Guarantee at its discretion.
- Subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/ management or partnership firms / LLPs having common partners should not participate in the bid process.

We confirm that the information furnished above is true and correct. We also note that, if there are any inconsistencies in the information furnished above, the bid is liable for rejection. All documentary evidence / certificates confirming compliance to Eligibility Criteria should be part of Eligibility bid.

Date: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Mobile No/ Telephone No.:

Seal of Company

Annexure-3

Compliance Certificate

Sub: RFP through GeM for selection of vendor for Procurement of Integrated E-surveillance system at ATMs/CRMs under OPEX Model for Five (05) Years

GeM Bid Ref. No:

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. We also agree that the Bank reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.

Description	(Yes / No)	Remarks / Deviations
Compliance to Terms and Conditions		
Compliance to Technical & Functional Requirements/ Specifications of the subject RFP (Annexure-16-Techno-Functional Requirement & Annexure-17-General Functional and Business Requirement)		
Compliance to Scope of Work of the subject RFP		

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

Date:

Place: _____

Signature of Authorized Signatory Name of

Signatory:

Designation:

Email ID:

Mobile/Telephone No.:

Seal of Company

RFP through GeM for selection of vendor for Procurement of Integrated E-surveillance system at ATMs/CRMs under OPEX Model for Five (05) Years



Annexure – 4

Bidder Information

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

S. N.	Information	Particulars / Response		
1	Company Name & Registered Office address (Principal Address also, if differ from Registered Office address)			
2	Date of Incorporation / or Commencement of Business			
3	Certification of Incorporation			
	Whether MSME (quote Registration no. and Date of registration, copy to be attached)			
4	Company website URL			
5	PAN & GSTIN			
7.	Whether bidder eligible for preference to Domestically Manufactured Electronic Products (DMEP) in government procurement vide notification dated 23.12.13 and guideline dated 16.11.15 as amended from time to time and updated in ministries web site www.deity.gov.in/esdm/pmn as applicable to the Bank.			
8.	Particulars of the Authorized Signatory of the Bidder: - Name and Designation - Mobile No. and E-mail - Address			
9	Bank Account Detail: - Account Number & Account Name - IFSC - Bank and Branch Name			
10.	Please mention turnover for last three financial years and include the copies of Audited Balance Sheet in support of it. This information is based on the Audited Financial Statements for 2022-23, 2023-24 and 2024-25*.	Financial Year	Turnover. (Rs. in Lakh)	Profit/Loss (Rs. in Lakh)
		2022-23		
		2023-24		
		2024-25*		

Yours faithfully,

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Seal of Company

Annexure – 4 (A): Turnover Certificate
(To be provided by Statutory Auditor/Chartered Accountant)

Reg: RFP through GeM for selection of vendor for Procurement of Integrated E-surveillance system at ATMs/CRMs under OPEX Model for Five (05) Years

This is to certify that M/s _____, a company incorporated under _____ with its headquarters at, has the following Turnover, Net Profit/Loss and Net worth from its Indian Operations. This information is based on the Audited Financial Statements for 2022-23, 2023-24 and 2024-25*. (If balance sheet of 2024-25 has not yet audited, then Provisional Balance sheet figures should be mentioned):

Financial Year	Turnover **	Profit Before Tax & Depreciation**	Net Profit/Loss**	Tangible Net Worth**
2022-23				
2023-24				
2024-25*				

**Rs in Lakh.

Date:

Place:

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company

Annexure – 5

Performance Certificate/Experience Certificate

TO WHOM SO EVER IT MAY CONCERN

In regards to the RFP floated by Punjab & Sind Bank, GeM Bid Ref No. ----- dated ----- this is to certify that M/s ----- has supplied Integrated E-Surveillance system Solution including Centralised Monitoring System Station originally developed by ----- (OEM Name/ Bidder Name) to our organization since ----- on total Outsourced (OPEX) Model.

The said integrated e-surveillance services provided by the M/s ----- are running successfully in our ----- (Name of Organisation) from ----- to ----- for ----- sites. The services provided by M/s -----are satisfactory. The certificate has been issued on the specific request of the M/s ----- (Name of company/Partnership firm/LLP).

Date: /Date should be later than RFP Float Date/
Place:

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

Seal of Company:

Annexure – 6

Litigation Certificate

(To be provided by Statutory Auditor / Chartered Accountant)

Reg: RFP through GeM for selection of vendor for Procurement of Integrated E-surveillance system at ATMs/CRMs under OPEX Model for Five (05) Years

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

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

Date: /Date should be later than RFP Float Date/

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Annexure – 7

Self-Certification/Undertaking for Non- Blacklisted

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

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

Sir,

Reg: RFP through GeM for selection of vendor for Procurement of Integrated E-surveillance system at ATMs/CRMs under OPEX Model for Five (05) Years

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

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

Thanking You,

Yours faithfully,

Date:

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Annexure – 8

Manufacturers (OEM/Bidder) Authorization Form (MAF)

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

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

Sir,

Reg: RFP through GeM for selection of vendor for Procurement of Integrated E-surveillance system at ATMs/CRMs under OPEX Model for Five (05) Years

We hereby submit the following: -

1. We, M/s _____ are the OEM of _____ (Name of the product/Solution/Hardware), being offered to Punjab And Sind Bank through M/s _____ (Bidder's Name), who is our authorized Partner/representative in India for supply of this Product/Solution/Hardware/ Services.
2. We, M/s _____ have the IP (Intellectual property) rights for the products being offered to Bank.
3. We, have service support Centre/ Resources available in all location in India.
4. We agree to provide services as per the scope of work and technical specifications of this RFP through our partner M/s _____.
5. With reference to the all components/parts/assemble/software/services used inside the company products/Hardware being quoted by us vide your tender cited above, we hereby undertake that:-
6. All the components / parts / assembly used inside the company products/Hardware shall be original new components / parts / assembly / software /Services only, from respective OEMs of the products and
7. No refurbished / duplicate / second hand components / parts / assembly are being used or shall be used.
8. We take complete Ownership of the complete solution (Hardware, Software & Services) being offered to Bank by M/s _____ (Bidder's Name).
9. We, M/s _____ (Bidder's/OEM Name) also confirm that we will ensure all product updates (including management software updates and new product feature releases) are provided by M/sfor all the products quoted for and supplied to the bank during the Contract period. In case this is not considered while quoting and in the event M/s fail in their obligations to provide the updates within 30 days of release/announcement, we hereby confirm that we will provide the same to the

RFP through GeM for selection of vendor for Procurement of Integrated E-surveillance system at ATMs/CRMs under OPEX Model for Five (05) Years



bank at no additional cost to the bank and we will directly install the updates and any new Operating Software releases at the bank's premises.

10. We also confirm that the proposed solution offered by the bidder to the Bank are correct, viable, technically feasible for implementation and the solution will work without any hassles in all the locations. We also confirm that all the equipment offered are not "End of Life" during the next One Year and "End of Support" for total Contract Period.

Date:

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

RFP through GeM for selection of vendor for Procurement of Integrated E-surveillance system at ATMs/CRMs under OPEX Model for Five (05) Years



Annexure – 9

Undertaking for Being the OEM

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

Sir

Reg: RFP through GeM for selection of vendor for Procurement of Integrated E-surveillance system at ATMs/CRMs under OPEX Model for Five (05) Years

We hereby submit the following: -

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

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

Date:

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Annexure – 10

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

Note:

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

Ref: Bank Guarantee # _____

Date: _____

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

Dear Sir,

In accordance with your GeM Bid Ref. No. _____ Dated _____
M/s _____ having their registered office at _____
(hereinafter called the 'Bidder') wish to respond to the "RFP through GeM for selection of vendor for Procurement of Integrated E-surveillance system at ATMs/CRMs under OPEX Model for Five (05) Years". and submit the proposal for the same as listed in the RFP document.

Whereas the 'Bidder' has submitted the proposal in response to RFP, We, The _____ (Name of Bank) a body corporate constituted under _____, having its Registered Office/ Head Office at _____, and a Branch Office at _____ (Hereinafter referred to as "the Guarantor") Hereby irrevocably guarantee an amount of Rs. 2,00,00,000.00 (Rupees Two Crores Only) as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

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

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

We undertake to pay immediately on demand, to Punjab and Sind Bank (PSB) , the said amount of Rs. 2,00,00,000.00 (Rupees Two Crores Only) without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by Punjab and Sind Bank (PSB) which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

RFP through GeM for selection of vendor for Procurement of Integrated E-surveillance system at ATMs/CRMs under OPEX Model for Five (05) Years



Notwithstanding anything contained herein:

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

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

Signature
Name (In Block letters)
Designation
(Staff Code No.)

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

WITNESS:

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

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

Annexure-10 (A)

Bid Security Declaration

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

Dear Sir,

We, the undersigned, declare that:

We, M/s.....(herein referred as Bidder) understand that, according to bid clause, bids may be supported with a Bid Security Declaration, therefore rather than submitting the Earnest Money Deposit Form as attached at Annexure 10: Performa of Bank Guarantee in lieu of Earnest Money Deposit (EMD), bidder render the declaration that:-

Bank may proceed against us for recovery of actual direct losses as per the remedy available under an applicable law (EMD Value : Rs.2,00,00,000) fixed for “RFP through GeM for selection of vendor for Procurement of Integrated E-surveillance system at ATMs/CRMs under OPEX Model for Five (05) Years” and In case of Execution of Bid Security Declaration, We, M/s.....may be suspend for three (5) years from being eligible to submit our bids for any contracts with the Bank if we, M/s..... are in breach of our obligation(s) under the bid conditions, in case we, M/s.....:-

1. Fails to honor submitted Bid; and/or
2. Withdraws/modify its Bid during the period of Bid validity; and / or
3. Fails to sign the contract in line with the terms of the RFP; and/or
4. Fails to furnish performance Bank Guarantee in the format as per Annexure 11; and /or
5. Fails to sign the contract and submit the Performance Bank Guarantee as per the terms of RFP and/or
6. Makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information.

We, M/s.....understand that this declaration shall expire if we are not the successful bidder and on receipt of purchaser’s notification of the award to another bidder; or 45 days after the validity of the bid; whichever is earlier.

Date:

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company

Annexure – 11

Format of Performance Bank Guarantee (PBG)

Note:

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

Tender Reference No:

Date:

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

Dear Sir,

This GUARANTEE AGREEMENT executed at ____ day of _____ 2025 _____ by _____ (Name of Bank), a body corporate constituted under _____, having its Registered Office/ Head Office at _____, and a Branch Office at _____ (Hereinafter referred to as “the Guarantor”, which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns).

- 1) Whereas Punjab & Sind Bank (PSB), a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 and having its Corporate Office at NBCC Complex, East Kidwai Nagar, New Delhi-110023 through its HO ATM Cell at 2nd Floor, Institutional Plot 151, Sector-44, Gurugram-122003 (hereinafter referred to as “PSB” or “Bank” which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

Whereas Bank had called for the bids for “RFP through GeM for selection of vendor for Procurement of Integrated E-surveillance system at ATMs/CRMs under OPEX Model for Five (05) Years” and for the purposes M/s..... Has been appointed as the Vendor (hereinafter referred to as "Vendor") and accordingly has entered into Contract / Agreement on (Agreement) with Bank under Tender reference No.datedvide Purchase Order No.dated Subject to the terms and conditions contained in the said documents and the Vendor has duly confirmed the same.

Whereas pursuant to the Bid Documents, the Agreement, and the other related documents mentioned in RFP (hereinafter collectively referred to as “the said documents”, the Bank has agreed to avail

from M/s..... has agreed to provide to the Bank, more particularly described in the Schedule/Annexure to the said documents, subject to payment of the contract price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained the said documents AND the Vendor has duly signed the said documents.

Whereas in terms of the said Bank's Purchase Order called upon Bidder to furnish a Performance Guarantee, for Rs.....Rupees only), equivalent to.....of the Contract value, to be issued by a Bank in your favour towards due performance of the Contract in accordance with the specifications, terms and conditions of the said Appointment letter / Purchase Order and an Agreement entered / to be entered into in this behalf.

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

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

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

(2) We also agree to undertake to and confirm that the sum not exceeding Rs..... (Rupees Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the PSB on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the PSB shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the PSB, without protest or demur or without reference to Bidder and notwithstanding any contestation or existence of any dispute whatsoever between Bidder and PSB, pay PSB forthwith from the date of receipt of the notice as aforesaid. We confirm that our obligation to the PSB under this guarantee shall be independent of the agreement or agreements or other understandings between the PSB and the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the PSB.

(3) We hereby further agree that –

- a. Any forbearance or commission on the part of the PSB in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by the PSB to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance

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

Yours faithfully,

For and on behalf of

(Authorized official of the bank)

Annexure – 12

Pre-Contract Integrity Pact

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

This Pre-Bid Pre-Contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month ____ of 2025, between, on the one hand, the Punjab and Sind Bank having its Corporate Office at NBCC Complex, East Kidwai Nagar, New Delhi-110023 through its HO ATM Cell at 2nd Floor, Institutional Plot 151, Sector-44, Gurugram-122003 (hereinafter called the "Principal", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part.

And

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

Whereas the "Principal" is an office/Department of the Punjab and Sind Bank (is a Public Sector Undertaking and registered under Companies Act 1956) performing its functions on behalf of Punjab and Sind Bank. Principal propose to "*Procurement of Integrated E-surveillance system at ATMs/CRMs under OPEX Model for Five (05) Years*" as per RFP.

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract/ s for "*Procurement of Integrated E-surveillance system at ATMs/CRMs under OPEX Model for Five (05) Years*". The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) / Contractor(s).

In order to achieve these goals, the Principal has appointed 1. Sh. ASHA RAM SIHAG and Sh. ADITYA PRAKASH MISHRA as Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

1. Commitments of the Principal:

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal will exclude from the process all known prejudiced persons.

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

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

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

- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
- d. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- e. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

3. Disqualification from tender process and exclusion from future contracts:

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

4. Compensation for Damages

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

5. Previous transgression

- The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

6. Equal treatment of all Bidders/Contractors/Subcontractors

- The vendor shall not sub-contract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract without the prior written consent of the Bank. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

8. Independent External Monitor

- 1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the MD & CEO of Punjab & Sind Bank.
- 2) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction

to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

- 3) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform MD & CEO of Punjab & Sind Bank and recuse himself / herself from that case.
- 4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 6) The Monitor will submit a written report to the MD & CEO of Punjab & Sind Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 7) If the Monitor has reported to the MD & CEO of Punjab & Sind Bank, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the MD & CEO of Punjab & Sind Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8) The word 'Monitor' would include both singular and plural

9. Pact Duration

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

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

10. Other provisions

- 1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the Principal,
- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this

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agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

- 5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- 6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

Place -----

Date -----

(For & On behalf of the Principal)

(For & On behalf of Bidder / Contractor)

(Office Seal)

(Office Seal)

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

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

This Non-Disclosure Agreement made and entered into at ThisDay of.....2025.

BY AND BETWEEN

M/s, a company incorporated under the Companies Act, 1956 having its registered office at..... (Hereinafter referred to as **the “Vendor”** which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

Punjab & Sind Bank(PSB) , a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 and having its **Corporate Office** at NBCC Complex, East Kidwai Nagar, New Delhi-110023 **through its HO ATM Cell at 2nd Floor, Institutional Plot 151, Sector-44, Gurugram-122003** (hereinafter referred to as **“PSB” or “Bank”** which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns) of the SECOND PART.

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

Whereas:

- **Punjab & Sind Bank (PSB)** is engaged in the business of providing financial services to its customers and intends for **“Procurement of Integrated E-surveillance system at ATMs/CRMs under OPEX Model for Five (05) Years”**.
- For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other (the Party receiving the information being referred to as the “Receiving Party” and the Party disclosing the information being referred to as the “Disclosing Party. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

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

1. Confidential Information:

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

Confidential Information shall not include any information that:

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

2. Non-Disclosure:

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

3. Rights and Remedies

- a. Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- b. Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- c. Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled,

without waiving any other rights or remedies (including but not limited to as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

- i. Suspension of access privileges
 - ii. Change of personnel assigned to the job
 - iii. Termination of contract
- d. Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4. Miscellaneous

- a. All Confidential Information and Confidential Materials are and shall remain the sole and of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party's patents, copyrights, trademarks, or trade secret information.
- b. Confidential Information made available is provided "As is," and disclosing party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, and fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or wilful default of disclosing party.
- c. Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- d. The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
- e. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- f. In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English/Hindi language at New Delhi and in

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accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto. Nothing in this clause prevents a party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or any other provisional judicial relief it considers necessary to avoid irreparable damage. This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of New Delhi.

- g. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- h. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- i. The Agreement shall be effective from _____ ("Effective Date") and shall be valid for a period of _____ year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

5. Suggestions and Feedback

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

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

For and on behalf of
M/s ----- Ltd.
(Designation)

For and on behalf of
Punjab & Sind Bank
(Designation)

Witness: 1 (Details)

Witness: 2 (Details)

Annexure – 14

Undertaking for Minimum Wages Act & Labour Laws

(Letter on the Company's letterhead)

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

Dear Sir,

Sub: RFP through GeM for selection of vendor for Procurement of Integrated E-surveillance system at ATMs/CRMs under OPEX Model for Five (05) Years

This is to reference to our proposal dated, in response to the Request for Proposal (GeM Ref. Nohereinafter referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank.

The bidder has to ensure that the payment towards services is in compliance with all laws, rules, regulations, orders, notifications, and directions applicable in respect of its personnel (including, but not limited to, the Contract Labour (Prohibition and Regulation) Act 1986, the Payment of Bonuses Act 1965, the Minimum Wages Act 1948, the Employees' Provident Fund Act 1952, and the Workmen's Compensation Act 1923, and shall maintain all proper records, including, but not limited to, accounting records required under the Applicable Laws, or any code, practice or corporate policy applicable to it from time to time.

Yours faithfully,

Date:

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

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Annexure – 15

Escalation Matrix (Bidder)

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

Dear Sir,

Sub: RFP through GeM for selection of vendor for Procurement of Integrated E-surveillance system at ATMs/CRMs under OPEX Model for Five (05) Years

We hereby submit the escalation matrix of our organization M/s. _____
for “**RFP through GeM for selection of vendor for Procurement of Integrated E-surveillance system at ATMs/CRMs under OPEX Model for Five (05) Years**” related issues as following:-

Delivery Related issues:

S. N.	Escalation Level	Name	Designation	Contact No.	Email ID
1.	Escalation Level 1				
2.	Escalation Level 2 (if response not received within 24 Hrs)				
3.	Escalation Level 3 (Regional/Zonal Head)				
4.	Escalation Level 4 (Country Head)				

Service Related issues:

S. N.	Escalation Level	Name	Designation	Contact No.	Email ID
1.	Escalation Level 1				
2.	Escalation Level 2 (if response not received within 24 Hrs)				
3.	Escalation Level 3 (Regional/Zonal Head)				
4.	Escalation Level 4 (Country Head)				

Any change in designation, substitution will be informed by us immediately.

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Date:

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Annexure – 16

Techno-Functional Requirement

Bidder are required to give relevant literature with details of the equipment's makes and model/ Manufacturers' authorization for Camera, NVR and Alarm Panel/ Network Architecture and system architecture to support compliance claim / MAF, authorization letter, if they themselves have the said service in-house.

Documentary evidences should clearly suggest the proven capability of past and sufficient dependency for the future **Three (3)** years, wherever there is dependency on any third party.

Any of the bidder not fulfilling mandatory technical criteria under MANDATORY REQUIREMENTS or even having said "Yes" in the bid document but found "No" on the ground during actual evaluation would be summarily rejected.

- *An additional column titled 'Reference Page No. / Clause No. in Bidder's Technical Documents' be included in the Specification Response Sheet.*
- *The Bidder must mandatorily mention the exact page number and clause or section reference from their submitted technical proposal or product documentation which demonstrates compliance with each functional specification/requirement. Any response marked as 'Complied' without a valid page or clause reference shall be treated as incomplete and may be liable for rejection or scoring penalties.*

S.N.	Alarm Panel Specification	Mandatory Compliance (Yes)	Reference Page No./Clause No.
1.	Alarm Panel Key Features		
	Alarm Panel with necessary online connectivity, sufficient zones, sufficient Battery backup, and removal sensor for ATMs, cash recycler, passbook printer, AOK and various equipment in the ATM cabin.		
2.	Required Sensors and Devices		
	Metal contact Sensor for sensing the removal of ATMS, Cash Recyclers and More Unit of other Self-service Terminals, opening of hood and chest door, Auto shutter open/shut and other equipment placed with the ATM room. To detect any kind of tampering with the equipment installed at ATM site. Note: Wireless sensors would be carrying extra weightage and all sensors should be temperature resist.		
3.	Image / Video Items		
3.1	Images and Video for any Verification (180 days minimum) (Expandable to meet higher period for storing in case of any future administrative / regulatory requirements) will be stored in 8 channel NVR placed in Back Room at site location and the backup for the same should be available for 7 days at central monitoring location at FPS acceptable for forensic and legal requirements. For flagged/event based cases storage till the resolution of the case is required..		

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S.N.	Alarm Panel Specification	Mandatory Compliance (Yes)	Reference Page No./Clause No.
3.2	Cameras – One 2 Mega Pixel IP Dome IR Camera – for front Lobby One 2 Mega Pixel IP Bullet IR Camera – for outside ATM room One 2 Mega Pixel IP hidden Camera with/without mirror One 2 mega pixel IP Camera IR – front / Back lobby <i>(All Cameras should with High Resolution , temperature resist 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 background. 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.)</i>		
3.3	All above mentioned cameras must have SD card of 32 GB to capture recording.		
3.4	AI based events to be achieved either through AI based camera or by using alternative mechanism/device which should be installed at the site for significant feature achievement.		
3.5	Camera analytics to detect loitering in ATM premise, Backroom		
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)		
3.7	2 Way Audio Items		
3.8	Use of 2-Way Audio to deter the attempted crime and the system should be highly capable of clear voice/sound quality and there should be no disconnection even if the connectivity is lost with the command centre.		
3.9	Pre-recorded messages should be played with minimum 60 seconds or more to avoid any theft/burglary or any suspicious activity.		
4.	Communication Equipment at Sites Communication equipment with GSM / VPN/ multi SIM intelligent Router with bandwidth aggregator/or any aggregation technology with minimum Triple/quad connectivity (4G SIM & above) to ensure that functioning of ATM is not impacted because of the failure of any communications equipment		

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S.N.	Alarm Panel Specification	Mandatory Compliance (Yes)	Reference Page No./Clause No.
5.	Central Alarm Monitoring Station (Infrastructure requirements)		
5.1	Servers with „HOT REDUNDANCY“ with immediate changeover facility from Primary server to secondary server with no time loss.		
5.2	Bandwidth – Minimum 30 MBPS Primary Back- haul from Network provider Hub to Central Monitoring Station and Minimum 30 MBPS Secondary Backhaul with auto switch over		
5.3	Generator & UPS with sufficient capacity, Data Storage on Network Access Storage (NAS) for high Redundancy.		
5.4	Upgradation of Back-haul bandwidth shall be undertaken by the Bidder to fulfil the future requirement of the Bank, if necessitated, at no additional cost.		
6.	Central Alarm Monitoring Station Alert Handling Service requirement		
6.1	Capability of software alert in form of tickets besides Pop – Ups from CMS to monitor the health of all equipment deployed at site on 24x7 basis and a complaint reporting protocol and escalation matrix up to 5 Agencies of various departments.		
6.2	Capability of – recording the conversation details of various agencies like MSP, Dispatch agency, Police and Fire Department and Bank individual; remotely controlling Siren, Smoke/Fire sensor from Central station and Raising of alerts on Scheduled timings or 24x7 basis as required by Bank.		
6.3	Capability of identifying the abnormal activities through Motion monitoring and Video verification and deterring them through the use of 2-way audio communication and pre-recorded messages.		
6.4	Capability of raising the matter as per the escalation matrix decided by Bank if the crime cannot be deterred.		
6.5	Capability of supporting in incident investigation by way of previous preview functionality (in the form of footage or images) attached to the ticket for last 30 minutes or more		
6.6	Capability of sending SMS to ZO Officials in case of single staff operation for ATM replenishment.		

RFP through GeM for selection of vendor for Procurement of Integrated E-surveillance system at ATMs/CRMs under OPEX Model for Five (05) Years



S.N.	Alarm Panel Specification	Mandatory Compliance (Yes)	Reference Page No./Clause No.
7.	Central Recording When the Central Monitoring Executive has viewed the site through video verification, the video verification images should be stored centrally to ensure that images are available for forensic purpose even if the burglars destroy the NVR at the site.		
8	Central Image Pulling Central Monitoring Station must have the ability to pull images and Video footage centrally from site NVR and cloud of when demanded by the Bank.		
9	Web based portal		
9.1	Capability to provide real time monitoring of sites through all installed cameras		
9.2	Capability to provide status of UP/down sites with aging of individual equipment		
9.3	History of previous theft/burglary and other suspicious incidence should be available in the portal and application.		
9.4	Capability to provide remotely activate hooter and two way communication.		
9.5	Capability to raise manual ticket for down sites or any equipment		
9.6	Capability to take the screen shots of the live images and video.		
9.7	Billing module (automatic calculations of monthly bills)		
9.8	Previous 180 days recording should be available in web based portal/or should be made available by the selected bidder through some alternative mechanism like through Pen drive.		
9.9	Capability to provide various reports as mentioned in Scope of this RFP		
10	Mobile based Application		
10.1	Capability to provide real time monitoring of sites through all installed cameras		

RFP through GeM for selection of vendor for Procurement of Integrated E-surveillance system at ATMs/CRMs under OPEX Model for Five (05) Years



S.N.	Alarm Panel Specification	Mandatory Compliance (Yes)	Reference Page No./Clause No.
10.2	Capability to provide status of UP/down sites with individual equipment age wise		
10.3	History of previous theft/burglary and other suspicious incidence should be available in the portal and application.		
10.4	Capability to provide remotely activate hooter and two way communication.		
10.5	Capability to raise manual ticket for down sites or any equipment		
10.6	Capability to take the screen shots of the live images and video		
11	1 LCD display along with the Hardware and connectivity required to set up system for getting Parallel feeds along with alerts at HO Security department, Kidwai Nagar New Delhi.		
12	Toll Free number facility Dedicated Toll free number facility should be displayed at ATM site for any complaint related to non-working of e-surveillance system or its equipment		
12	Reports Capability of generating all Ticket Reports with all details that include Date and Time of Alert and also capability of generating required MIS data with respect to surveillance		

***Note: All Cameras specification should be 2 MP with 25 fps and resolution (1920X1080) with 32 GB memory card recording and also have day/night mode visibility. Bitrate of camera recording as per industry standards and acceptable for forensic and legal requirements**

RFP through GeM for selection of vendor for Procurement of Integrated E-surveillance system at ATMs/CRMs under OPEX Model for Five (05) Years



Annexure – 17

General Functional and Business Requirement

Our detailed functional and business requirement out of above Mandatory Requirements and capabilities are given hereunder which will be expected to be fulfilled by the bidders for the service deliverance.

S. N.	Specification	Mandatory	Compliance (Yes/ No)	Page No.
	Sensors, Detectors and Cameras are Certified	Yes		
1	Alarm Panel Key Features	Yes		
1.1	Panel with on-line connectivity to Central Monitoring Station	Yes		
1.2	16 – 32 Zone Alarm Panel with BIS/UL/FCC/CE/NABL Certification	Yes		
1.3	Ethernet card for TCP/IP Networking	Yes		
1.4	Capability to detect low or no battery	Yes		
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	Yes		
1.6	Metal Security enclosure with Key lock for Alarm panel, NVR & Router with Key and Tamper zone on opening	Yes		
1.7	ATM Mains power sensing ability (Power Input Sensor- Mains Input (ON/OFF) (Silent Zone)	Yes		
1.8	UPS power sensing ability (Power Output) Sensor- UPS Output (ON/OFF) (Silent Zone)	Yes		
1.9	Built-In Internal SMPS and Battery (12 Hours) for router, NVR, 4 Cameras, Microphone and speakers	Yes		
1.10	ATMS, Cash Recyclers and other Self-service Terminals, and other equipment Removal Zone (Unique Zone)	Yes		
1.11	ATMS, Cash Recyclers and other Self-service Terminals, and other equipment Seismic Sensor / Vibration Sensor Zone (Unique Zone) (Drilling and hammering protection)	Yes		
1.12	ATMS, Cash Recyclers and other Self-service Terminals, and other equipment hood and Chest Door Zone (Unique Zone)	Yes		
1.13	ATMS, Cash Recyclers and other Self-service Terminals, and other equipment Thermal Sensor Zone (Unique Zone)	Yes		

RFP through GeM for selection of vendor for Procurement of Integrated E-surveillance system at ATMs/CRMs under OPEX Model for Five (05) Years



1.14	ATM Back Room Door open Zone (Unique Zone)	Yes		
1.15	CCTV Camera 1 (with IR Vandal Proof Dome Cameras), Speaker & Microphone removal Zone in series	Yes		
1.16	CCTV Camera 2 (IR Vandal Proof Bullet Camera) Removal Zone (Unique Zone)	Yes		
1.17	CCTV Camera 3 (IR Vandal Proof PIN hole Camera) Removal Zone (Unique Zone)	Yes		
1.18	CCTV Camera 4 (IP Vandal Proof Dome Camera) Removal Zone (Unique Zone).	Yes		
1.19	Smoke / Fire Sensor Zone (Unique Zone)	Yes		
1.20	Panic Switch Zone (Unique Zone)	Yes		
1.21	Auto Shutter Lock Sensor Zone (Shutter sensor is required with role limited to the monitoring of opening/closing activity of ATM Shutter)	Yes		
1.22	Motion Sensor Zone to Detect motion between 22.00 hrs and 06.00 hrs or any differentially defined time set to detect motion in ATM room (Unique Zone). Timing should be programmable for each site specific requirements.	Yes		
1.23	Glass Break Zone to Detect breaking of glass (Unique Zone)	Yes		
1.24	12 Hours battery backup for Alarm Panel	Yes		
2	Required Sensors and Devices	Yes		
2.1	ATMS, Cash Recyclers & other Self-service Terminals, and other equipment Removal Sensor (Metal contact Sensor)	Yes		
2.2	ATMS, Cash Recyclers & other Self-service Terminals, and other equipment Seismic sensor / Vibration sensor Zone (to work with UL 291 Business hour and UL 291,24 hour ATM Chest)	Yes		
2.3	ATMS, Cash Recyclers, hood and other equipment Chest Door Zone (Plastic /metal Contact Sensor)	Yes		
2.4	ATMS, Cash Recyclers & other Self-service Terminals, and other equipment Thermal Sensor with Rate of rise feature	Yes		
2.5	ATM Back Room Sensor (Metal contact Sensor)	Yes		

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2.6	Security Enclosure Tamper Sensor	Yes		
2.7	Removal Sensor UPS and Battery (Metal contact Sensor)	Yes		
2.8	Speaker Removal Sensor (Plastic Contact sensor)	Yes		
2.9	Microphone Removal Sensor (Plastic Contact Sensor)	Yes		
2.10	CCTV Camera 1 Removal sensor	Yes		
2.11	CCTV Camera 2 Removal Sensor	Yes		
2.12	CCTV Camera 3 Removal Sensor	Yes		
2.13	CCTV Camera 4 Removal Sensor	Yes		
2.14	Glass Break Sensor	Yes		
2.15	PIR Motion Sensor/ Occupancy Sensor/Camera analytics	Yes		
2.16	Removal sensor for Siren/hooter	Yes		
2.17	Panic Switch/ Duress Button at backroom/lobby / as required	Yes		
2.18	Backdoor open/close sensor	Yes		
2.19	Shutter sensor to monitor opening/closing activity (Optional)	Yes		
3	Image & Video Items	Yes		
3.1	8 Channel NVR with Tamper indication and Surveillance rated 4TB HDD with 180+ Day's motion based recording capacity. Bidder must provide the HDD specification and proof that HDD is Surveillance rated HDD.	Yes		
3.2	180+ days motion based recording on site and 7 days on cloud	Yes		
3.3	IP Dome IR Camera – front Lobby	Yes		
3.4	IP Camera IR – front / Back lobby, as required	Yes		
3.5	IP Bullet IR Camera – out Side ATM room for entrance / front surrounding monitoring	Yes		
3.6	IP hidden Camera with mirror	Yes		
4	2 Way Audio Items	Yes		
4.1	High standard Speaker with audio cables.	Yes		
4.2	High standard Microphone with audio cables.	Yes		
4.3	Pre-recorded message of minimum 60 seconds should be played with clear audio to deter any theft/burglary or any suspicious activity. Such Messages shall be in Regional Language, Hindi and English.	Yes		
5	Communication Equipment at Sites	Yes		
5.1	GSM /VPN with minimum 4G/5G multi SIM intelligent Router with bandwidth aggregator/any other suitable mode (triple/quad Connectivity is required)	Yes		
5.2	High Gain Antennae where required	Yes		

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5.3	The functioning of the ATM should not be impacted because of the use or failure of any communication equipment	Yes		
6	Central Alarm Monitoring Station (Infrastructure Requirements)	Yes		
6.1	Servers with "HOT REDUNDANCY". If the Primary server fails, the secondary server takes over immediately with no time loss	Yes		
6.2	Minimum 30 MBPS Primary Back-haul from Network Provider Hub to Central Monitoring Station with auto switches over. Letter from network provider is required.	Yes		
6.3	Minimum 30 MBPS Secondary Back haul from another Network provider for Back up to Primary Back Haul. Letter from network provider is required.	Yes		
6.4	UPS Supply to all systems	Yes		
6.5	Generator Back-Up to Mains Power with auto-Start	Yes		
6.6	Data Storage on Network Access Storage (NAS) for high data Redundancy	Yes		
6.7	GSM /VPN with minimum 4G/5G multi SIM intelligent Router with bandwidth aggregator/any other suitable mode (triple/quad Connectivity is required) auto switchover	Yes		
6.8	Should have a documented and tested Business Continuity Plan (BCP), a Disaster Recovery site according to Disaster Recovery Plan (DRP) and the documents related to both BCP/DRP should be submitted to the Bank	Yes		
6.9	If not, then can DRC be implemented within 3 Months from date of first purchase order (Due undertaking to be submitted)	Yes		
6.10	Scalability of the solution	Yes		
7	Communication Requirements Networking	Yes		
7.1	On-line Alarm Panel with TCP/IP communication over secure wireless VPN Network for Alarm data, Video data and Audio data.	Yes		
7.2	On-line Alarm Panel with TCP/IP communication over secure wireless VPN Network for Alarm data, Video data and Audio data.	Yes		
7.3	TCP/IP Networking	Yes		
7.4	International standard SIA messaging	Yes		
7.5	Suitable network security to prevent hacking/sniffing/malware attack on the network	Yes		
8	Central Alarm Monitoring Station Alert Handling Service Requirement -	Yes		
	(Scope)Alarm Station Service Requirement	Yes		
8.1	The software alert should be in form of tickets and not only Pop-Ups	Yes		
8.2	The ticket should have ability to store escalation details as below associated with the particular site that generated the alert (Individual to the sites)	Yes		

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8.3	The Bidder should have a Central Monitoring System to monitor the health of all equipment deployed at sites on 24 X 7 basis. All the complaints will be reported to the Bidder and the Bidder should coordinate with their local representatives/technicians to attend all the complaints.	Yes		
8.4	Store escalation matrix of 5 MSP agency individual associate with that particular site	Yes		
8.5	Store escalation matrix of 5 Dispatch Agency individual associate with that particular site	Yes		
8.6	Store escalation matrix of 5 Fire Department individual associate with that particular site	Yes		
8.7	Store escalation matrix of 5 Police individual associate with that particular site	Yes		
8.8	Store escalation matrix of 5 Bank individual associate with that particular site	Yes		
8.9	The ticket must have ability to note the conversation details of each escalation individual of MSP, Dispatch Agency, Police and Fire departments and Bank individuals within the ticket.	Yes		
8.10	The ticket must have the ability to record closure Comments	Yes		
8.11	Start Siren from Central station	Yes		
8.12	Stop Siren from Central station	Yes		
8.13	Bypass sensors from central station	Yes		
8.14	Reset Smoke/Fire sensor from Central Station	Yes		
8.15	Ability to put Alarm Panel on "Test Mode" that generates no SMS or emails when alarm panel is under testing	Yes		
8.16	Chest Door opening should have a schedule setting at Central Monitoring Station.	Yes		
8.17	An alert ticket must be raised if chest door is opened at any time of the day/night even for cash replenishment and credentials of Replenishing Authority shall be verified through 2 Way AV communication . Auto SMS to be enabled for Bank.	Yes		
8.18	Ability to set the schedule individually for each ATM Site.	Yes		
8.19	Video verification must be performed to verify the incident/activity	Yes		
8.20	Escalate as per escalation procedures if crime cannot be Deterred (Escalation matrix will be worked out)	Yes		
8.21	Back room Door opening should have a schedule setting at Central Monitoring Station.	Yes		
8.22	An alert ticket must be raised if Back room door is opened at any time of the day/night even for cash replenishment and whole activity should be recorded as a continuous video; Auto SMS to be enabled for Bank	Yes		
8.23	Video verification must be performed to verify the incident/activity	Yes		
8.24	If abnormal activity is detected, then use 2-way audio to deter the activity	Yes		

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8.25	Ability to set the schedule individually for each ATM Site.	Yes		
8.26	Escalate as per escalation procedures if crime cannot be deterred (Escalation matrix will be worked out)	Yes		
8.27	In case of single staff operation for ATM replenishment, SMS Escalation to Zonal Office to be sent.	Yes		
9	Motion Monitoring of ATM room	Yes		
9.1	An alert ticket must NOT be raised if there is motion after 06.00 hrs and before 22.00 hrs. Siren must NOT Sound. Auto SMS to be enabled for Bank	Yes		
9.2	An alert ticket must be raised if there is motion between 22.00 hrs to 06.00 hrs. Siren must NOT Sound.	Yes		
9.3	Video verification must be performed to verify the incident/activity	Yes		
9.4	If abnormal activity is detected, start siren from central monitoring station and use 2-way audio to deter the Activity	Yes		
9.5	Ability to set the schedule individually for each ATM Site.	Yes		
9.6	Escalate as per escalation procedures if crime cannot be Deterred. (Escalation matrix will be worked out); Auto SMS to be enabled for Bank	Yes		
10	Sensor tripping must generate an alert ticket	Yes		
10.1	Video verification must be performed to verify the incident	Yes		
10.2	If normal activity switch off siren from Central Station	Yes		
10.3	If abnormal activity perform 2 -way audio to deter the Activity	Yes		
10.4	Escalate as per escalation procedures if crime cannot be deterred	Yes		
11	Send Emails, SMS & Phone Calls instantaneously to the personnel as per the given Contact list. Details to be provided by the Bank	Yes		
11.1	In case of Robbery/Burglary/ snatching attempt - to Channel Managers, nearest Police Station and as per escalation matrix provided. Auto SMS to be enabled for Bank	Yes		
11.2	In case of Fire - to Channel Managers, nearest Fire Brigade Station and as per escalation matrix provided. Auto SMS to be enabled for Bank	Yes		
12	Previous Pre-view functionality: The Central monitoring station must have a previous preview functionality attached to the ticket where they can view previous images of the site of last 30 minutes. This is required to get images even if the burglar has blocked the camera before perpetrating the crime.	Yes		
13	Central Recording	Yes		
	When the Central Monitoring Executive has viewed the site through video verification, the video verification image should be stored centrally to ensure that images and videos are available for forensic purpose even if the burglars destroy the DVR at the site.	Yes		

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14	Central Image Pulling	Yes		
14.1	Central Monitoring Station must have the ability to pull images and Video footage centrally from site NVR of when demanded by the Vendor/ Bank.	Yes		
14.2	Vendors to provide the facility of downloading the images/video footages centrally to the head Office and Circle Offices.	Yes		
15	Dash Board Access	Yes		
	Bidder should provide an online real-time Dashboard Access at various operational levels in the bank viz All controlling offices or as required by the bank or to the Vendors without any limitation to number of users.			
16	Reports	Yes		
A	All Ticket Report with all details that include Date and Time of Alert : • Site ID, • Site Address including location, state and city, • Type of Alert. • Name of Operator to whom ticket was assigned • Time of acknowledging the ticket • Time lapsed to acknowledge the ticket • Time when operator started deterrence (If any) • Time lapsed for above • Operator comments of his conversation with escalation persons • Operator closure comments	Yes		
B	Deterrence Ticket Report (where deterrence was performed) with all details that include – • Date and Time of Alert • Site ID • Site Address including location, state and city • Type of Alert • Name of Operator to whom ticket was assigned • Time of acknowledging the ticket • Time lapsed to acknowledge the ticket • Time when operator started deterrence • Time lapsed for above • Operator comments of his conversation with escalation persons • Operator closure comments	Yes		
C	Chest Door Open Report with all details that include – • Date and Time of Chest door open • Site ID	Yes		

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	• Site Address including location, state and city • Type of Alert • Date and Time of Chest Door close			
D	E- Surveillance System down report with all details that include – • Date and Time of System down and resumed functioning • Reason, • Site ID, • Site Address including location, state and city	Yes		
E	Alarm panel not responding report with all details that include – • Date and Time of when not getting status message from panel • Site ID • Site Address including location, state and city • Type of Alert • Date and Time of regaining communication	Yes		
F	Video Housekeeping Reports • 06.00 Hrs – 18.00 Hrs • 1800 Hrs – 0600 Hrs	Yes		
G	Cameras/ Sensors down report with all details that include • Date and Time of system down and resumed functioning • Reason • Site Id • Site Address including location, state and city	Yes		
H	Penalty Calculation Report	Yes		
I	Monthly Availability Report	Yes		
J	Daily Installation Progress Report	Yes		

Annexure – 18

Self-Certification/Undertaking from Bidder

(To be provided on Letter Head of Bidder)

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

Dear Sir,

Sub: RFP through GeM for selection of vendor for Procurement of Integrated E-surveillance system at ATMs/CRMs under OPEX Model for Five (05) Years

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

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

- 1) We have read the clauses stated in the Office Memorandum issued by Ministry of Finance on the Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 dated 23.07.2020 and amendments & clarifications hereto, regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.
- 2) we fully comply, without any deviation, with the Order (Public Procurement No.1) dated 23.07.2020 issued by Ministry of Finance, Department of Expenditure regarding Restriction under Rule 144(xi) in the GFR 2017.
- 3) If at any time our undertaking is found false or non-compliant with the above order of the Ministry of Finance, Bank may immediately terminate the contract and may take legal action in accordance with the law.

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

Bidder Name and Registered Address:

Shareholding structure of the Bidder as on 31.03.2025		
%age of shares held	Name of holding Company/ Individual	Registered Address of the share holding company/Individual

RFP through GeM for selection of vendor for Procurement of Integrated E-surveillance system at ATMs/CRMs under OPEX Model for Five (05) Years



Bidder's Parent Company and Registered Address

Shareholding structure of the Bidder as on 31.03.2025		
%age of shares held	Name of holding Company/ Individual	Registered Address of the share holding company/Individual

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

Shareholding structure of the Bidder as on 31.03.2025		
%age of shares held	Name of holding Company/ Individual	Registered Address of the share holding company/Individual

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

Date:

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Certificate for Withdrawal of Services

Sub: RFP through GeM for selection of vendor for Procurement of Integrated E-surveillance system at ATMs/CRMs under OPEX Model for Five (05) Years

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

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

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

Date:

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Annexure 20 (A) –

Compliance Statement – Reverse Auction

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

To

The Deputy General Manager

Punjab & Sind Bank

Head Office ATM Cell,

2nd Floor, Plot No. 151, Sector 44, Institutional Area,

Gurugram -122003

Dear Sir,

We hereby declared that:-

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

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No/Telephone No.:

Seal of Company:

Letter of Authority for Participation in Reverse Auction

To

The Deputy General Manager

Punjab & Sind Bank

Head Office ATM Cell,

2nd Floor, Plot No. 151, Sector 44, Institutional Area,

Gurugram -122003

Dear Sir,

We hereby declared that:-

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

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No/Telephone No.:

Seal of Company:

Annexure 20 (C)

Undertaking of Process Compliance Statement for Reverse Auction

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

To

The Deputy General Manager

Punjab & Sind Bank

Head Office ATM Cell,

2nd Floor, Plot No. 151, Sector 44, Institutional Area,

Gurugram -122003

Dear Sir,

This letter is to confirm that:

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

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No/Telephone No.:

Seal of Company:

Annexure- 20 (D)

Compliance certificate w.r.t. RBI's "Master Direction on Outsourcing of Information Technology services"

<< COMPANY LETTER HEAD>>

To,
Punjab & Sind Bank
Plot No.151, Sector-44, Institutional Area
Gurugram-122003

Subject: Compliance Certificate w.r.t. Para 4c of Master Direction on Outsourcing of Information Technology Services.

In reference to the above, we *<Name of Company>* hereby furnish and confirm the details as below:

1. Date of Agreement with Punjab & Sind Bank:
2. Expiry Date of Agreement:
3. Type of Entity : Group Company/ Not a Group Company
4. Name of Directors of Company:
5. Is any of the Director(s), Key Managerial Personnel and their relatives as stated above related to Punjab & Sind Bank: YES/ NO

Note: The terms 'director', 'key managerial personnel', and 'relative' have the same meaning as assigned under the Companies Act, 2013 and the Rules framed thereunder from time to time.

Yours Truly,

For *<Name of Company>*

Authorized Signatory

(Name & Designation)

Annexure- 20 (E)

Cyber security Compliance certificate

<< On Company Letter Head>>

To,
Punjab & Sind Bank
Plot No.151, Sector-44, Institutional Area
Gurugram-122003

Subject: Compliance Certificate regarding Cyber security.

In reference to the above, we <*Name of Company*> hereby furnish and confirm that:-

We <*Name of Company*> submit an annual certificate from a CERT-In empanelled auditor confirming:

- a. Compliance with RBI Cyber Security Framework for Banks.
- b. Secure configurations and patch levels for all surveillance equipment.
- c. No critical vulnerabilities exist in deployed systems as of the audit date.
- d. Compliance with DPDP Act, 2023 for all surveillance data handling.

Further, We <Name of Company> maintain Cyber Insurance with a minimum coverage of Rs. 5 Crore to cover data breaches, ransomware attacks, and other cyber security incidents affecting the surveillance infrastructure deployed under this contract.

Yours Truly,
For <*Name of Company*>

Authorized Signatory
(Name & Designation)

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 empanelled auditor confirming that the deployed infrastructure meets applicable regulatory and industry cyber security standards.

Annexure – 21

Pre Bid Query Format

Sub: RFP through GeM for selection of vendor for Procurement of Integrated E-surveillance system at ATMs/CRMs under OPEX Model for Five (05) Years

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 to atmcell@psb.co.in only):

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

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

Date:

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

RFP through GeM for selection of vendor for Procurement of Integrated E-surveillance system at ATMs/CRMs under OPEX Model for Five (05) Years



Annexure – 22

Self-Certification of Local Content

Date:

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

Dear Sir,

Sub: RFP through GeM for selection of vendor for Procurement of Integrated E-surveillance system at ATMs/CRMs under OPEX Model for Five (05) Years

This is to certify that proposed *Integrated E-surveillance system at ATMs/CRMs under OPEX Model for Five (05) Years* services provided by M/s _____ as per scope of work is having the local content of _____% as defined in the above-mentioned RFP and amended thereto.

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

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

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

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

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

Date:

Place: _____

Signature of Authorized Signatory Name of

Signatory:

Designation:

Email ID:

Mobile/Telephone No.:

Seal of Company

Annexure-23

Penalty Clause

1. Penalty on delay in signing of Contract:

The successful bidder(s) shall mandatorily enter into Service Level Agreement (SLA), Non-Disclosure Agreement (NDA) with Bank and submit the Bank Guarantee, within **30 calendar days** from the Acceptance of Purchase Order by Bidder.

The letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions shall be contained in the contract. If the contract is not signed within the given period (30 calendar days), Bid Earnest Money/Bid Security Declaration will be invoked after a grace period of **15 calendar days**.

2. Penalty on delay in submission of PBG:

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

3. Termination of Contract:

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

4. Liquidation Damages

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

5. Penalty for delay in implementation:

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

Activity	Timeline for completion	Penalty
Installation of Integrated E-surveillance system in All ATMs/CRMs with Live Operation and Centrally connected with Central Monitoring Station at Head	90 days from the date of accepting the purchase order	- In case of delay in delivery/ installation in the stipulated period, penalty shall be levied at the rate of Rs.200/- per delayed day per ATM site and the cumulative amount shall be deducted from the payment of the first month, subject to a maximum amount equal to one month charge per month till successful installation . - In case bidder not complete the integration within TAT then Bank shall terminate the contract and invoke the Bank

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Office		Guarantee or blacklist the bidder for a period of 02 years for further participation in Banks RFP or both.
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6. Penalty for delay in Downtime:

Penalty will be charged as per the table below, if the required uptime is not maintained on a monthly basis.

Down time (DT) in Hours	Penalty
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

7. Penalty against Regulatory Compliance:

Any penalty/cost imposed by the Regulator on Bank will be the responsibility and liability of the successful bidder and the bank shall be compensated for the same.

8. Penalty on delay in Audit:

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

Any Delay by the Bidder in conducting the audit within 1 month of beginning of every quarter, bank shall levy the penalty of **Rs.5,000 per day till the bidder conduct the Audits**. Also, it is the responsibility of the bidder to close all identified gaps and ensure closure of all identified gaps by the end of each quarter.

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

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

9. Penalty on other cases:-

S.N.	Description	Penalty
1	Delay in providing detailed Root Cause Analysis (RCA) Report	Any Delay in providing the Detailed RCA report (after 7 th days of issue being notified/identified, Bank shall levy penalty of INR 500/- for each day of delay or part thereof.
2	Delay in the Procurement of functionalities as per present SOW required by the Bank	Rs.200/- Per calendar day from Due date
3	Delay in addressing Security related observations	Rs.500/- Per calendar day from Due date
4	<u>Incident Reporting:</u>	For every identified incident, the Bidder should have evidence of incident (video recording, two-way audio communication logs, and system logs), records for action taken and reporting to respective authorities as per agreed mechanism. In case of noncompliance, Bank will levy a penalty of 50% of the total monthly bill payable to the selected bidder.
6	Failure to submit mandatory reports as per Annexure-26	Bank shall randomly verify the location on monthly basis for SLA monitoring. In case of noncompliance, Bank will levy a penalty of 10% of the total monthly bill payable to the selected bidder.
7	Non maintenance of Turn Around Time for CCTV footages.	Rs. 500/- per incident for such delays beyond 3 days or actual loss to the Bank whichever is higher.
8	Unable to handle the crowd/detection of person entering with mask or helmet	Actual loss to the ATM will be recovered if any damage occurs because of non-detection.
9	Failure of any equipment/ sensor should be replaced/repared within 24 hours.	If the system remains non functional for period beyond the permissible downtime, the penalties shall be applicable as below : (a) Failure above 24 hrs upto 48 hrs : 25% of Monthly charges(b) Failure above 48 hrs upto 72 hrs : 50 % of Monthly charges (c) Failure above 72 hrs upto 1 Week : 75 % of Monthly charges(d) Failure above 1 Week : 100 % of Monthly chargesThe above penalties are applicable per site
10	Shifting/Reinstallation in case of Dismantled/ Relocated ATM/CRMs to new location	Penalty of Rs.500/- per day from the 16th day of placement of delivery Instruction.
11	Loss occurring out of equipment installed by vendor OR due to negligence on part of e-	Actual loss to the Bank will be recovered.

RFP through GeM for selection of vendor for Procurement of Integrated E-surveillance system at ATMs/CRMs under OPEX Model for Five (05) Years



	Surveillance vendor OR due to non-functioning of the system OR due to deficiency in services	

Annexure-24

Commercial Bill of Material

Sub: RFP through GeM for selection of vendor for Procurement of Integrated E-surveillance system at ATMs/CRMs under OPEX Model for Five (05) Years

GeM Bid Ref. No:

(The commercial Bid needs to contain the information in a sealed envelope bearing the identification)

With reference to the above RFP / Bid reference, we submit hereunder the Price bid for “RFP through GeM for selection of vendor for Procurement of Integrated Electronic Surveillance system at ATMs/CRMs including Comprehensive Central Monitoring Station on OPEX Model for Five (05) Years” for specifications given in Annexure .

1. Integrated E-Surveillance system including A Centralised Monitoring Station (at Head Office)						
a	b	c	d	e	Total Cost of Ownership (Excl. GST)	Total Cost of Ownership (Incl. GST)
Cost per Site per Month			Months	No. of sites	F=a*d*e	G=c*d*e
(Excl. GST)	(GST)	(Incl. GST)				
Rs	Rs...	Rs.....	60	1550	Rs.....	Rs.....

Arithmetical Errors will be rectified on the following basis.

- If there is a discrepancy between Unit Price and the Total Price that is obtained by multiplying unit price and quantity, unit price shall prevail and total price corrected.*
- If there is a discrepancy between words and figures, the amount in words will prevail.*
- If the Bidder does not accept the correction of Errors, its BID will be rejected and Bid Security will be forfeited.*

Terms & Conditions:

- The cost shall be quoted for each item in accordance with the Technical Specification specified in this RFP.
- The Bidder shall quote the overall value i.e. Total Cost of Ownership for 5 Years on the GeM portal while submitting the price bid.
- The L1 bidder will be decided based upon the TCO quoted by the Bidders under GeM portal after the outcome of Reverse Auction conducted under GeM procurement and L1 price determined.
- Splitting of Bids:**
 - With a view to reducing the risks of dependency on a single bidder, Bank reserves the right to split the order among two technically qualified least quoting bidders i.e. L1 & L2 in the ratio of 60:40, provided that L-2 accepts the item wise price of L1-bidder.
 - In case L2 bidder is not willing to supply at L-1 price, Bank shall call L3, L4 etc.
- A document on Bidder's Letter Head shall be prepared containing Item wise rates as per table mentioned above and the same shall be uploaded on GeM portal along with the quoted price. Bidders to note that the

RFP through GeM for selection of vendor for Procurement of Integrated E-surveillance system at ATMs/CRMs under OPEX Model for Five (05) Years



price quoted on GeM portal shall match with the Total Price mentioned in the uploaded document.

- (vi) All figures to be in Indian Rupees (₹) and rounded off to up to two places of decimal.
- (vii) Lowest Price will be determined based upon the TCO quoted by bidders. The Price Bid evaluation shall be done in accordance with the rules specified elsewhere in this document.
- (viii) If more than one ATM is covered in a site under e-surveillance, **an additional cost of 20% above the price quoted** shall be applicable for each additional ATM installed in the site.
- (ix) The Bank may shift/renovate its ATMs during the contract period. **In such cases, 20% 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
- (x) The Cost quoted should be inclusive of all taxes, duties and statutory levies, GST, which shall be reimbursed/paid as per applicable rate or on producing original receipts with proof of delivery. In case the Bidder is enjoying any Tax exemption for any particular component or components and if the tax exemption ceases during the tenure of contract, Bank shall not pay the exempted tax component which is levied due to cessation of exemption.
- (xi) Please note that any Commercial Offer which is conditional and/ or qualified or subjected to suggestions will be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so, such offer will be summarily rejected.

Declaration by Bidder:

- We understand that the above quantities are indicative and there may be upward/downwards variation in the said quantities and the quoted rate will prevail.
- We confirm that, we have gone through the RFP Clauses, subsequent amendments and replies to Pre-Bid Queries (if any) and abide by the same.
- We have not changed the structure of the format nor added any extra items. We note that any such alteration will lead to rejection of the bid.
- We agree that no counter condition/assumption in response to commercial bid will be accepted by the Bank. Bank has the right to reject such Bid.

Date:

Place: _____

Signature of Authorized Signatory Name of

Signatory:

Designation:

Email ID:

Mobile/Telephone No.:

Seal of Company

RFP through GeM for selection of vendor for Procurement of Integrated E-surveillance system at ATMs/CRMs under OPEX Model for Five (05) Years



Annexure-25

List of Zonal Offices

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

Annexure-26

Mandatory Reports

The successful bidder has to submit the following mandatory reports to respective Zonal Offices and to HO ATM Cell as per the schedule defined in this RFP.

Reports	
A	All Ticket Report with all details that include • Date and Time of Alert • Site ID • Site Address including location, state and city • Type of Alert (chest door open, back door open, cheque drop box open, ATM removal, Heat sensing, Vibration sensing, Fire/Smoke, Panic button, CCTV disconnection, Motion Sensor, etc. • Name of Operator to whom ticket was assigned • Time of acknowledging the ticket • Time lapsed to acknowledge the ticket • Time when operator started deterrence (If any) • Time lapsed for above • Operator comments of his conversation with escalation persons • Operator closure comments
B	Deterrence Ticket Report (where deterrence was performed) with all details that include • Date and Time of Alert • Site ID • Site Address including location, state and city • Type of Alert • Name of Operator to whom ticket was assigned • Time of acknowledging the ticket • Time lapsed to acknowledge the ticket • Time when operator started deterrence • Time lapsed for above • Operator comments of his conversation with escalation persons • Operator closure comments
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)
D	Cash Replenishment report • ATM ID • Time Chest Door Open • Time Chest Door Closed • SR No. of Officials for CRA purpose • Exception Report (in case of single staff at Site for CRA to Branch / ZO)

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