

# **PUNJAB NATIONAL BANK**



**(Open Tender)**

## **Request for Proposal (RFP) For**

**COMPREHENSIVE CENTRALLY MONITORED ELECTRONIC  
SURVEILLANCE SYSTEM/SOLUTION FOR ATMs/e-Lobbies  
ON OPEX MODEL BASIS**

(Ref No: PNB HO/DBD/e-Surveillance/RFP/2020-21/01 Dated 28.01.2021)

Punjab National Bank  
**Digital Banking Division,**  
Corporate Office,  
5<sup>th</sup> Floor, Annex Building,  
Plot No.5, Institutional Area,  
Sector 32, Gurugram-122001

## DISCLAIMER

The information contained in this Request for Proposal Document (RFP Document) or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of the Punjab National Bank or any of their representatives, employees or advisors (collectively referred to as Bank Representatives), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.

This RFP Document is not an agreement and is not an offer or invitation by the Bank Representatives to any party other than the entities who are qualified to submit their Proposal (Bidders). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for the Bank Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document.

The Bank, its employees and advisors make no representation 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.

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.

The Bank Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

Following terms are used in the document interchangeably to mean:

1. Recipient, Respondent, Bidder means the respondent to the RFP document.
2. RFP means the "Request for Proposal" document.
3. Proposal, Bid means "Response to the RFP Document".
4. Tender means RFP response documents prepared by the Bidder and submitted.
5. Vendor means the successful bidder.
6. CBS means Core Banking Solution implemented in the Bank.
7. DC means Data Centre located at Delhi.
8. DR/DRC/DRS means Disaster Recovery Site located at Mumbai
9. Purchaser here refers to Bank.
10. Sites Means ATM sites ,e-Lobby etc

## TABLE OF CONTENTS

GENERAL TENDER DETAILS.....	7
1. INTRODUCTION: .....	10
2. PURPOSE OF THE PROJECT: .....	10
3. SCOPE OF WORK: .....	11
INSTRUCTION TO BIDDERS .....	13
1. POWER OF ATTORNEY/ AUTHORIZATION LETTER OR RESOLUTION COPY .....	13
2. COST OF BIDDING .....	13
3. BIDDING DOCUMENT .....	13
4. LANGUAGE OF BIDS .....	13
5. AUTHENTICATION OF ERASURES/ OVERWRITING ETC. ....	13
6. AMENDMENT OF BIDDING DOCUMENTS.....	13
7. VALIDITY OF BID DOCUMENT .....	13
8. LATE BID.....	14
9. BID CURRENCY .....	14
10. BID EARNEST MONEY .....	14
11. BIDDING PROCESS (TWO STAGES).....	14
a) TECHNICAL BID .....	14
b) COMMERCIAL BID .....	14
12. Pre-Bid Meeting & Pre-Bid Queries.....	15
13. SUBMISSION OF BID .....	15
14. DEADLINE FOR SUBMISSION OF BID.....	16
15. MODIFICATION AND/OR WITHDRAWAL OF BIDS .....	16
16. CONTACTING THE PURCHASER .....	16
17. TERMS AND CONDITIONS OF THE BIDDING FIRMS .....	16
18. LOCAL CONDITIONS .....	16
19. PURCHASERS RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS .....	17
20. OPENING OF BIDS .....	17
21. CLARIFICATIONS OF BID .....	17
22. PRELIMINARY EXAMINATION .....	17
23. REVELATION OF PRICES.....	17
24. EVALUATION AND AWARD CRITERIA .....	18
25. REVERSE AUCTION .....	19
26. PROCUREMENT THROUGH LOCAL SUPPLIERS (MAKE IN INDIA) .....	20
27. CONTACTING BANK OR PUTTING OUTSIDE INFLUENCE .....	21
28. CANCELLATION OF BID/ BIDDING PROCESS .....	21

29.	CONFIDENTIALITY .....	21
30.	FORCE MAJEURE .....	21
31.	NON DISCLOSURE.....	22
ANNEXURE I .....		23
TERMS AND CONDITIONS.....		23
1.	SIGNING OF CONTRACT.....	23
2.	DURATION OF CONTRACT.....	23
3.	PERFORMANCE BANK GUARANTEE.....	23
4.	ACCEPTANCE OF ORDER (ORDER PLACEMENT) .....	24
5.	NOT ACCEPTANCE/ NON EXECUTION OF ORDER .....	24
6.	ACCEPTANCE TEST .....	24
7.	IMPLEMENTATION .....	24
8.	MAINTENANCE SERVICES .....	24
9.	PAYMENT .....	25
10.	INSURANCE .....	25
11.	OBTAINING REQUISITE FORMS, ROAD PERMIT LIKE FORM 32 ETC .....	26
12.	UPGRADES AND UPDATES.....	26
13.	ONSITE TECHNICAL SUPPORT (OTS).....	26
14.	PENALTY CLAUSE .....	26
15.	LIQUIDATED DAMAGES.....	26
16.	TRAINING .....	27
17.	TAXES .....	27
18.	CANCELLATION OF PURCHASE ORDER .....	27
19.	INFORMATION SECURITY .....	28
20.	SIGNING OF PRE CONTRACT INTEGRITY PACT .....	28
21.	DELAYS IN THE SUPPLIER'S PERFORMANCE .....	28
22.	INDEMNITY.....	28
23.	EXCHANGE RATE VARIATION.....	28
24.	TERMINATION OF CONTRACT .....	29
25.	NO RIGHT TO SET OFF .....	30
26.	PUBLICITY .....	30
27.	COMPLIANCE WITH LAWS .....	30
28.	GOVERNING LAWS AND DISPUTES .....	30
29.	USE OF CONTRACT DOCUMENTS AND INFORMATION .....	31
30.	PATENT RIGHTS.....	31

31. ASSIGNMENT .....	31
32. CONTRACT BETWEEN BANK AND SHORTLISTED BIDDER/TSP (TECHNICAL SERVICE PROVIDER) .....	31
33. PRINCIPAL TO PRINCIPAL RELATIONSHIP .....	31
34. LIMITATION OF LIABILITY .....	32
ANNEXURE-II .....	33
UNDERTAKING FROM THE BIDDER .....	33
ANNEXURE-III .....	34
ELIGIBILITY CRITERIA OF THE BIDDER .....	34
ANNEXURE-IV .....	41
BIDDER'S INFORMATION .....	41
ANNEXURE V .....	43
COMPLIANCE STATEMENT .....	43
ANNEXURE – VI .....	44
PERFORMANCE CERTIFICATE .....	44
ANNEXURE – VII .....	45
LITIGATION CERTIFICATE .....	45
ANNEXURE - VIII .....	46
UNDERTAKING FOR NON- BLACKLISTED .....	46
ANNEXURE-IX .....	47
TURNOVER CERTIFICATE .....	47
ANNEXURE-Xa .....	48
MANUFACTURER'S (OEM) AUTHORIZATION FORM (MAF) .....	48
ANNEXURE-Xb .....	49
UNDERTAKING FOR BEING the OEM of the OFFERED SOLUTION .....	49
ANNEXURE-XI .....	50
TECHNICAL SPECIFICATIONS .....	50
ANNEXURE-XII .....	56
Performa for Indicative Commercial Offer .....	56
ANNEXURE XIII .....	59
PERFORMA FOR INTEGRITY PACT .....	59
ANNEXURE- XIV .....	65
Proforma for the Bank Guarantee .....	65
ANNEXURE- XV .....	67
UNDERTAKING FOR HAVING SERVICE SUPPORT CENTER & SPARE WAREHOUSES/ LOGISTIC CENTERS IN INDIA BEING THE OEM OF THE OFFERED SOLUTION .....	67
ANNEXURE-XVI .....	68

BOM OF OFFERED SOLUTION/PRODUCT/HARDWARE.....	68
ANNEXURE- XVII .....	71
Undertaking for Labour Laws Compliance.....	71
ANNEXURE- XVIII .....	72
Escalation Matrix (Both OEM & Bidder).....	72
ANNEXURE- XIX (a).....	73
CERTIFICATE REGARDING RFP FOR COMPREHENSIVE CENTRALLY MONITORED ELECTRONIC SURVEILLANCE SYSTEM/SOLUTION FOR ATMs/e-Lobbies .....	73
ANNEXURE- XIX(b).....	74
CERTIFICATE REGARDING RFP FOR COMPREHENSIVE CENTRALLY MONITORED ELECTRONIC SURVEILLANCE SYSTEM/SOLUTION FOR ATMs/e-Lobbies .....	74
ANNEXURE- XX .....	75
DRAFT SERVICE LEVEL AGREEMENT.....	75
Annexure–XXI.....	103
CERTIFICATE FOR LOCAL CONTENT.....	103
Annexure–XXII.....	104
CERTIFICATE FOR GFR RULE COMPLIANCE.....	104
Annexure–XXIII.....	105
SCOPE OF WORK.....	105
Annexure–XXIV .....	119
CERTIFICATE FOR WITHDRWAL OF SERVICES.....	119
ANNEXURE- XXV.....	120
14. PENALTY CLAUSE .....	120
ANNEXURE- XXVI.....	125
PARAMETERS REGARDING SECURITY CONTROL.....	125
ANNEXURE- XXVII.....	128
Checklist .....	128

## GENERAL TENDER DETAILS

RFP FOR SUPPLY, INSTALLATION, IMPLEMENTATION AND MAINTENANCE OF COMPREHENSIVE CENTRALLY MONITORED ELECTRONIC SURVEILLANCE SYSTEM/SOLUTION FOR ATMs/e-Lobbies ON OPEX MODEL	
1	Date of commencement of Bidding Process.
2	Last date and time for sale of Bidding Documents
3	Last date and time for receipt of queries from bidders for Clarifications
4	Date of Pre-Bid Meeting
5	Last date and time for Online bid submission (both Technical & Commercial) (Hash submission)
6	Last date and time for Bid Re-Encryption
7	Time for submission of technical supporting document (Hard Copy)
8	Date and Time of Technical Bid Opening
9	Place of Submission of Bids
1	Place of opening of Bid
1	Address for communication
1	Cost of RFP

28/01/2021

19/02/2021 upto 1600 Hrs

03/02/2021 upto 1700 Hrs

05/02/2021 at 1100 Hrs (Subject to Change)

19/02/2021 upto 1600 Hrs

From 19/02/2021 1701 Hrs to  
20/02/2021 1400 Hrs

From 19/02/2021 1701 Hrs to  
20/02/2021 1400 Hrs

20/02/2021 at 1600 Hrs

Assistant General Manager  
Punjab National Bank  
Digital Banking Division,  
5th Floor, Annex Building,  
Plot No.5, Institutional Area,  
Sector 32, Gurugram-122001

Punjab National Bank  
Digital Banking Division,  
5th Floor, Annex Building,  
Plot No.5, Institutional Area,  
Sector 32, Gurugram-122001

As above

Tel:- (0124)4176890, 4176882

**Rs. 10,000/- + 18 % GST\***(Non-refundable) should be submitted **online only** in favour of Punjab National Bank before last date of bid submission in the following account:

IFSC Code : **PUNB0015300**  
Bank & Branch : Punjab National Bank, Sansad Marg, New Delhi -110 001  
Account No :0153002200175716 (16 digits)  
Imprest Account: HO Digital Banking Division.

		*MSE bidder is exempted from payment of cost 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 payment of cost of RFP.
1	Earnest Money Deposit	Bidder has to submit the "Bid Security Declaration" on their organizations letter head duly signed and stamped by their authorized signatory" accepting that if they withdraw or modify their bids during period of validity of the bid, or if they are awarded the contract and they fail to sign the contract, or fail to submit a performance security before the deadline defined in the request for proposal (RFP) document, they will be Blacklisted.
1	Contact to Bidders	Interested Bidders are requested to send the email to <a href="mailto:ravi.gupta2@pnb.co.in">ravi.gupta2@pnb.co.in</a> , <a href="mailto:pankajyadav@pnb.co.in">pankajyadav@pnb.co.in</a> , containing following information, so that in case of any clarification, the same may be issued to them: (a)Name of Bidder, (b)Contact person, (c)Mailing address with Pin Code,(d)Telephone No., Fax No., Mobile No.(e) e-mail etc.

## NOTE

1. All the interested Bidders, who have not registered earlier with e-procurement site(<https://etender.pnbnet.in>), would have to register with our e-procurement site. Bidders to ensure to get themselves registered timely, atleast two working days before the Hash submission date, to avoid last moment issues.
2. Bidders are advised to go through Bidders Manual available on <https://etender.pnbnet.in> for registration and submission of tenders. If approval of registration is pending at Bank's end, Bidders should immediately contact Bank's Helpdesk on telephone No. 011-23765468 or email us at [eprocurement@pnb.co.in](mailto:eprocurement@pnb.co.in)
3. Bidders are required to strictly submit their bids in electronic form using the e-procurement system at <https://etender.pnbnet.in> by using their digital certificates of class II and above (both encryption and signing). Bidders are advised to keep digital certificates (or tokens) ready at time of submission of bid. Use of Digital Certificate is mandatory for participation in e-tendering process. Bidders should ensure that Digital token has not expired or corrupted at the time of e-tendering process.
4. Bidders are advised to go through Bidders Manual for Browser settings and Java settings required for participation in the bid. Follow each & every step mentioned in Bidder Manual. If bidder still faces any problem, he/she should immediately contact Bank Helpdesk on telephone No. 011-23765468 or email us at [eprocurement@pnb.co.in](mailto:eprocurement@pnb.co.in).
5. Bids received after closing of the bid in the e-procurement system will be auto-rejected by the system. Please note that HASH SUBMISSION and BID RE-ENCRYPTION is a mandatory activity, failing which Bank will not accept the hardcopy of Technical bid.
6. The Indicative commercial bids are to be submitted online only.



7. Bidders should submit bids well before time rather than waiting for last moment to avoid any technical glitches or networking issues etc at their end.
8. If bidder is shortlisted to participate in Reverse Auction (RA), Demo for Reverse Auction will be conducted a day before RA, if bidder requests for the same. Further, Demo for Reverse Auction will only be provided to bidders who have accepted the Base price (i.e. Terms & Conditions of the reverse auction).
9. 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).
10. 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.
11. If Bidders have any queries, they may call us at Helpdesk Telephone No 011-23765468 from 10.00 am to 05.00 pm (except Sundays and Bank holidays).

## 1. INTRODUCTION:

Punjab National Bank (PNB) is the second largest Public Sector Bank (PSB) of the country with pan India presence of 10,930 branches (1970 Metro, 2277 Urban, 2753 Semi-Urban & 3930 Rural), 13,878 ATMs. Bank has its Head Office at New Delhi, 24 Zonal Offices & 161 Circle Offices across India. Bank has e-Surveillance implemented at around 6000 ATM sites.

PNB has taken many IT initiatives. Bank has Computerized 100% of its branches and has implemented a Centralized Banking Solution (CBS) with Data Centre in New Delhi and Disaster Recovery Site at Mumbai. The centralized Banking Solution covers all the SOLs (Service Outlets), which are connected to the Data Centre and DRS through an Enterprise Wide Network which is a two tier meshed architecture. The mode of connectivity to the branches/offices is a combination of Leased Lines, ISDN Lines, MPLS, VSATs, Radio Links and other forms of connectivity, which may emerge in the near future.

Punjab National Bank also have a setup for Mail Exchange, Alternate Delivery Channels services like Internet Banking, ATM, POS, Payment gateway, Mobile Banking, Kiosks etc. Besides these services, there are interfaces with applications and networks used by different institutions like NPCI, MTNL, Customs, RBI, CIBIL, NSDL and other institutions wherever required. All the applications are having DRS setup. Bank has also implemented Security Operation Centre (SOC) and integrated the servers / devices for log analysis and monitoring of servers / devices installed across the Bank network. Bank has implemented Enterprise Data Ware House Project to provide better access to information, to foster better and more informed decision-making, besides providing statutory reporting and MIS for the Bank.

## 2. PURPOSE OF THE PROJECT:

The purpose of this RFP is to invite technically complete and commercially competitive proposals from reputed manufactures/authorized representatives for implementation & management of Comprehensive Centrally Monitored e-Surveillance Systems & Quick Response Team Service to address various concerns regarding the security & maintenance of ATMs/E-Lobbies & ATMs sites of Punjab National Bank, its sponsored RRBs and any of its existing or future subsidiaries / entities or in case of merger with any other organization in future, at various identified Locations as per Scope of Work and Technical & Functional Specifications given in this RFP during the empanelment period.

Punjab National Bank, therefore, invites bids (Technical Bid and Commercial Bid) from eligible bidders for Supply, Implementation and maintenance of E- surveillance Systems & Quick Response Team Service at Banks ATM sites **on Rental Basis on OPEX MODEL** for all its ATMs/E-Lobbies i.e. for 12000 ATMs approx. & ATMs to be installed in future, as per requirements mentioned in the RFP. The initial contract for the e-Surveillance System will be for the period of Five (5) Years from the date of signing of the Contract / SLA, subject to yearly performance review for satisfactory performance of the Vendor. The tenure of contract shall be extendable on same terms and conditions for a **maximum period of two years in two tranches** at the bank's discretion. The Quick Response Team Service will be availed by the Bank as and when required. The Bank may also not avail the QRT service for any site altogether.

This invitation of Bids is open to all Original Equipment Manufacturers (OEMs) having presence in India or their Authorized Representative in India, provided bidders fulfill the minimum Eligibility criteria as mentioned in bid document (Annexure-III). **Joint bid will not be accepted by Bank.**

In addition to the requirement for PNB, the selected bidder may also be required to supply, if required, the hardware to Bank's subsidiaries, its sponsored RRBs and any of its existing or future subsidiaries/entities or in case of merger with any other organization at the same rate and same terms and conditions.

**Maximum of three vendors will be shortlisted for the Rate Contract i.e. L1, L2 and L3 which will be valid for a period of Five Years**, and the orders placed for time-to-time requirement shall be distributed in the ratio of **45:30:25** (45% of the sites will be ordered to L1 vendor, 30% and 25% of the sites will be ordered to L2 and L3 vendors respectively). However, in case bids of only two bidders are qualify for commercial evaluation; then in such a case the orders will be placed in the ratio of 60:40 between the two successful L1 and L2 bidders respectively. The tentative number of sites is 12,000 presently (The actual sites for which order is placed may vary as per the requirement of Bank).

**Please note that any deviations mentioned in the bid will not be considered and evaluated by the Bank. Bank reserve the right to reject the bid, if bid is not submitted in proper format as per RFP.**

### **3. SCOPE OF WORK:**

As given in Annexure-XXIII of this document.

The Bank may, at its sole discretion, provide remote access to its information technology system to the Service Provider through secured Virtual Private Network (VPN) in order to facilitate the performance of IT Services. Such remote access to the Bank's information technology system shall be subject to the following:

- i Service Provider shall ensure that the remote access to the Bank's VPN is performed through a laptop/desktop ("Device") specially allotted for that purpose by the Service Provider and not through any other private or public Device.
- ii Service Provider shall ensure that only it's authorized employees/representatives access the Device.
- iii Service Provider shall be required to get the Device hardened/configured as per the Bank's prevailing standards and policy.
- iv Service Provider and/or its employee/representative shall be required to furnish an undertaking and/or information security declaration on the Bank's prescribed format before such remote access is provided by the Bank.
- v Service Provider shall ensure that services are performed in a physically protected and secure environment which ensures confidentiality and integrity of the Bank's data and artefacts, including but not limited to information (on customer, account, transactions, users, usage, staff, etc.), architecture (information, data, network, application, security, etc.),

programming codes, access configurations, parameter settings, executable files, etc., which the Bank representative may inspect. Service Provider shall facilitate and/ or handover the Device to the Bank or its authorized representative for investigation and/or forensic audit.

vi Service Provider shall be responsible for protecting its network and subnetworks, from which remote access to the Bank's network is performed, effectively against unauthorized access, malware, malicious code and other threats in order to ensure the Bank's information technology system is not compromised in the course of using remote access facility.

vii Any of the services mentioned under Scope of Work (Annexure-XXIII), can be withdrawn, fully or partially, by giving a notice of 60 days, any time during the contract period and no commercials for the service as per price discovery, will be paid subsequent to withdrawal of service. The bidders shall submit the undertaking on their letter on the format prescribed in Annexure-XXIV.

## INSTRUCTION TO BIDDERS

### 1. POWER OF ATTORNEY/ AUTHORIZATION LETTER OR RESOLUTION COPY

In case of company, Board Resolution in favor of Authorized Person and 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.

### 2. COST OF BIDDING

The Bidder shall bear all the costs associated with the preparation and submission of their bid and Punjab National Bank, hereinafter referred to as “Purchaser” or “Bank”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### 3. BIDDING DOCUMENT

The Bidder is expected to examine all instructions, forms, terms and conditions in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidders' risk and may result in the rejection of its bid without any further reference to the bidder. **Bidder should submit the bid strictly as per RFP failing which bid will be treated as non-responsive and will be liable for rejection.**

### 4. LANGUAGE OF BIDS

The bids prepared by the bidder and all correspondence and document relating to the bids exchanged by the bidder and PNB, shall be written in English.

### 5. AUTHENTICATION OF ERASURES/ OVERWRITING ETC.

Any inter-lineation, erasures or overwriting shall not be valid and it will lead to rejection of bid without quoting any reason.

### 6. AMENDMENT OF BIDDING DOCUMENTS

At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason, modify the Bidding Documents through amendments at the sole discretion of the Bank. All amendments shall be uploaded on the Bank's websites ([www.pnbindia.in](http://www.pnbindia.in) and <https://etender.pnbnnet.in>) and will be binding on all those who are interested in bidding. In order to provide prospective Bidders a reasonable time to take the amendment if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids. Bidders are required to go through the any subsequent amendment/Corrigendum/clarifications meticulously and submit their queries, if any, at least 2 working days before the hash submission date to avoid any last minute issues.

### 7. VALIDITY OF BID DOCUMENT

Bid shall remain valid for 12 months from last date of submission of bid prescribed by PNB. A bid valid for shorter period shall be rejected by the purchaser as non-responsive.

## **8. LATE BID**

Any bid received by the Bank after the deadline for submission of bid will be rejected.

## **9. BID CURRENCY**

Prices shall be expressed in the Indian Rupees only.

## **10. BID EARNEST MONEY**

Bidder has to submit the “**Bid Security Declaration**” on their organizations letter head duly signed and stamped by their authorized signatory” accepting that if they withdraw or modify their bids during period of validity of the bid, or if they are awarded the contract and they fail to sign the contract, or fails to submit a performance security before the deadline defined in the request for proposals (RFP) document, they will be Blacklisted.

## **11. BIDDING PROCESS (TWO STAGES)**

For the purpose of the present job, a two stage bidding process will be followed. The response to the present tender will be submitted in two parts:

- Technical Bid
- Commercial Bid

The bidders will have to submit the technical bid in Banks e-procurement system as well as in hard copy and commercial bids in only online form through Bank's e-procurement system. All documents/letters, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).

### **a) TECHNICAL BID**

The Technical bid must be submitted in hard bound file in a sealed envelope superscribing “**Technical Bid response against RFP FOR COMPREHENSIVE CENTRALLY MONITORED ELECTRONIC SURVEILLANCE SYSTEM/SOLUTION FOR ATMs/e-Lobbies**” & also online. Unsealed envelopes will not be accepted.

TECHNICAL BID will contain all the supporting documents regarding eligibility criteria, scope of work, Technical specifications, Compliance statement and Terms & Conditions etc. mentioned in the RFP, and **NOT contain any pricing or commercial information at all**. Technical bid documents with any commercial information will be rejected.

In the first stage, only TECHNICAL BIDs will be opened and evaluated. Bids of only those bidders would be evaluated further on Technical parameters who comply with all the eligibility criteria's. Only those bidders confirming compliance to all the terms & conditions of RFP document shall be short-listed for commercial stage.

### **b) COMMERCIAL BID**

In the second stage, the COMMERCIAL BID of only those bidders will be opened; who will comply with all the eligibility criteria's and will confirm compliance to all the terms & conditions of RFP document in the Technical Evaluation Stage. **(Annexure-XI& Annexure- XVI)**

## 12. Pre-Bid Meeting & Pre-Bid Queries.

Bidders are required to submit pre-bid queries, within the stipulated timelines as given in the General Tender Details, through mail (In excel format only). Bidders are also required to bring hard copy of the same queries on their letter head, duly signed and stamped by their authorized signatory. **Queries not submitted in hard copy will not be responded.**

Sr.No.	RFP Page No.	RFP Clause Name & No.	RFP Clause	Bidder's Query/Suggestion/Remarks

The queries submitted before pre-bid meeting and submitted in hard copy as mentioned above, will only be discussed in the pre-Bid meeting and their subsequent responses will be uploaded onto Bank's websites.

Only two persons per bidder will be allowed to attend the Pre-Bid meeting provided they have authorization letter from competent authority to attend the pre-bid meeting from their company. Bidders attending the pre-bid are also required to submit a copy of their I-card issued by their company.

Bidders are required to go through the RFP and any subsequent Corrigendum's/clarifications meticulously and submit their queries timely to avoid any last minute issues.

## 13. SUBMISSION OF BID

Bidders are required to strictly submit their bids in electronic form using the e-procurement system at <https://etender.pnbnet.in> by using their digital certificates of **Class II** and above (both encryption and signing). All the interested bidders should register themselves in the e procurement system <https://etender.pnbnet.in> for submitting the bids online, if they have not done earlier. The RFP document and further corrigendum, if any can also be downloaded from Bank's websites [www.pnbindia.in](http://www.pnbindia.in) & <https://etender.pnbnet.in>. Bids received after closing of the bid in the e-procurement system are summarily rejected without any reason. **The commercial bid should be submitted online only.**

All the Annexures and bid documents are to be uploaded in pdf format during the online bid submission and the same along with technical supporting documents should be submitted manually before the final date & time of bid submission at the following address.

The Assistant General Manager  
Punjab National Bank,  
Digital Banking Division,  
5<sup>th</sup> Floor, Annex Building  
Plot No-5, Institutional Area,  
Sector-32, Gurugram 122 001

The hard copy of the technical bid to be submitted should contain all the required annexures in original. Bidder to ensure submission of bid strictly as per the requirement of the RFP. **Kindly do not submit any extra documents/certificates which are not required.** At the time of physical submission of bid, bidder has to show acknowledgement e-mail received after completion of the bid submission in proof of having submitted the bid online.

#### **14. DEADLINE FOR SUBMISSION OF BID**

Bids must be submitted not later than the specified date and time mentioned in the Bid Document. If the specified date of submission of bids being declared a holiday for the Purchaser, the bids will be received up to the specified time in the next working day. The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Purchaser and bidders, previously subject to the deadline, will thereafter be subject to the deadline extended. All the correspondence should be addressed to Bank at the following address.

The Assistant General Manager  
Punjab National Bank,  
Digital Banking Division,  
5<sup>th</sup> Floor, Annex Building  
Plot No-5, Institutional Area,  
Sector-32, Gurugram 122 001

Please note that **HASH SUBMISSION and BID RE-ENCRYPTION** is a mandatory activity, failing which bidder will not be able to submit the bid. For details you may visit our e-Procurement Site <https://etender.pnbnet.in>

**Kindly also note that hard Copy of Technical Bid will be received only after successful Hash Submission and Online bid Re-encryption.**

#### **15. MODIFICATION AND/OR WITHDRAWAL OF BIDS**

Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder. In case of any deviation in the bid submitted in Online portal and the hard copy bid, the one submitted online will be considered and will be evaluated.

#### **16. CONTACTING THE PURCHASER**

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

#### **17. TERMS AND CONDITIONS OF THE BIDDING FIRMS**

The bidder has to accept all terms and conditions of 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 Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank.

#### **18. LOCAL CONDITIONS**

The bidder must acquaint himself with the local conditions and factors, which may have any effect on the performance of the contract and / or the cost.



## **19. PURCHASERS RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS**

The Purchaser reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for the purchaser's action. The Purchaser reserves the right to accept or reject any technology proposed by any bidder.

## **20. OPENING OF BIDS**

The Date, time and location of bid opening is as per the tender schedule. Any change in Date, time or location of bid opening will be communicated to the participating bidders through e-mail. The technical bids will be opened in the presence of representatives of the bidders who choose to attend. In the event of the specified date of bid opening being declared a holiday for purchaser, the bids shall be opened at the specified time and place on next working day.

## **21. CLARIFICATIONS OF BID**

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the bidder for clarification and response shall be submitted in writing, duly signed & stamped by the authorized signatory and no change in the price or substance of the bid shall be sought, offered or permitted. The clarification and response received from bidder will be subsequently part of bid submitted by that bidder.

## **22. PRELIMINARY EXAMINATION**

The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order.

Arithmetical errors will be rectified as follows:

- If there is any discrepancy in total amount and multiplication of unit rate and Multiplication factor, unit rates will prevail and the total amount shall be recalculated on the basis of Unit rate and multiplication factor.
- If there is any discrepancy between words and figures, the amount in the words will prevail.

The bid determined as not substantially responsive will be liable for rejection by the purchaser and may not be made responsive by the bidder by correction of the non-conformity. The decision of the Bank in this regard will be final.

**The purchaser may waive any minor informality 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.**

## **23. 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.

## 24. EVALUATION AND AWARD CRITERIA

After opening of the technical bids, all the documents and annexure (except commercial documents/offer) will be evaluated first by the Bank.

### First Stage: (Technical Evaluation)

1. Bid document must be submitted in a single hard bound file. (No loose pages must be submitted). **All pages of the Bid Document must be serially numbered and must be signed in Full (no initials) by the authorized signatory and stamped by Bidder's Official seal.** All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/third party. All documents, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).
2. All third party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the genuineness/authenticity of any third party document may make the bid liable for rejection.
3. **Technical bid opening will be done in presence of authorized representatives of all the bidders (if they choose to be present) who have submitted technical bid successfully (both online & in Hard Bound File) within the stipulated timelines set by the Bank.**
4. First of all, the RFP Cost and EMD (if required) of all bidders will be verified. If any RFP Cost/EMD is not found in order, that bidder will be declared ineligible for further participating in the tender process.
5. After that technical bids will be evaluated based on the eligibility criteria defined in the RFP document. Bids complying with all the eligibility criteria and confirming compliance to all the terms & conditions of RFP document would be further evaluated on technical parameters.
6. 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.
7. PNB will determine to their satisfaction whether the bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of PNB will be final in this regard.
8. The determination will take into account bidder's financial, technical and support capabilities as per RFP, based on an examination of documentary evidence submitted by bidders.
9. The Bank reserves the right to accept or reject any product/ item/ technology/ module/ functionality proposed by the bidder without assigning any reason thereof. The Bank also reserves the right to reject any Bid, in case any of the Technical Specification as per **Annexure XI** is not in compliance to Bank's requirement. Decision of the Bank in this regard shall be final and binding on the bidders.

## **Second Stage: (Commercial Evaluation)**

In the second stage, the COMMERCIAL BID of only those bidders will be opened who will comply with all the eligibility criteria and confirm compliance to all the terms & conditions and technical specifications of the RFP document.

1. The commercial bids shall be opened in the presence of shortlisted bidders, if they choose to be present. The intimation of time and place of opening of commercial bids will be informed separately to the shortlisted bidders only. If the shortlisted bidders or their duly authorized representatives are not present, the commercial bids will be opened in their absence. No information regarding the Commercial opening will be provided later to the bidders who did not attend the commercial opening, neither telephonically or through mail.

2. After opening of commercial bids as above, commercial evaluation & verification of the bids will be done by the Bank. Any arithmetic errors will be rectified as per clause 22-Preliminary Examination.

3. The bidders will be required to quote for all the items required by the Bank.

### **4. Price Variation Factor**

i) "If any bidder quoting higher prices, higher by more than 40% as compared to the average quoted prices (of all technically qualified bidders) for all items in aggregate, such bidder shall not be called for reverse auction process". If due to such price variation factor, a bidder is not found eligible to be called for reverse auction and only one bidder is left commercially eligible, in such a situation, Bank reserves the right to negotiate with the L1 bidder.

**5. The L-1 price and L-1 vendor for the rate contract will be decided on the basis of least grand total cost derived after conducting reverse auction.**

## **25. REVERSE AUCTION**

Bank will hold Reverse Auction in the event of two or more bidders are commercially eligible. Final Item wise price shall be arrived after Reverse Auction. The procedure for the same is available on our e-procurement website. Reverse Auction/s will be conducted on mandatory items only **(Table-A of Indicative Commercial bid format (Annexure XII))**. Base Price, Bid decrement value will be as per Bank's Discretion and will be communicated to all commercially eligible bidders only for seeking acceptance.

It will be mandatory for all the bidders to quote rates of all optional components that are required as per RFP. The rates of optional items will be negotiated with the successful bidder only, if required by Bank.

a. If the commercially eligible bidders do not accept the base price and bid decrement value fixed by the Bank within the stipulated time given by the Bank, in such a situation Bank reserves the right to disqualify that/those bidder(s) from further RFP process.

b. After giving the acceptance by bidder(s) for the base price and decrement value, if the bidder(s) do not login in Bank's E-Auction portal during the Reverse Auction or refuse to participate in Reverse Auction at any time thereafter, then the bidder(s) will automatically get disqualified for further RFP process.

c. During the course of Reverse Auction if eligible bidders accept the base price and do not place any bid below the accepted base price after logging into the Reverse Auction portal, then out of these bidders, the one who has quoted least total price in Table-A of Indicative Commercial bid format (Annexure XII) shall be treated as L1 bidder and Bank reserves the right to further negotiate with L1 bidder and finalize the final prices.

In case of any situation where Bank is left with only one eligible bidder, then Bank reserves the right to negotiate with that bidder and final Item wise price shall be arrived.

In case no bidder turn up for Reverse Auction or Reverse Auction could not be held on the prescribed date and time due to unforeseen circumstances, Bank reserves the right to again conduct the reverse auction with revised base price.

## **26. PROCUREMENT THROUGH LOCAL SUPPLIERS (MAKE IN INDIA)**

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 April 20, 2018 and basis of allotment will be done in terms of instructions on Public Procurement (Preference to Make In India), Order, 2017 – Revision; regarding issued vide GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion letter No. P45021/2/2017-PP (BE-II) dated 4<sup>th</sup> June 2020. Salient features are given below –

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

a. “Local content” means the amount of value added in India which shall 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. Verification of local content - For same, Bidder to upload a certificate as per **Annexure- XXI** from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number and seal, countersigned by bidder.

b. “Margin of purchase preference” means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

c. 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.

d. L1 will be decided by the price (A) discovered through Reverse Auction, which will be conducted for one site. Price (A) is the sum total of three mandatory services mentioned at Sl. No. 1, 2, and 3 of Indicative Commercial Bid Format placed at **Annexure “XII”**. Prices for all nine services are fixed by the Bank according to the % prescribed in the adjacent next column. Bidder will be required to fill up the rate in column A and prices in all other columns will be automatically arrived at as per the fixed % against each line item.

e. In case all bidders available for the captioned RFP are local suppliers, the allocation will be done between L1, L2, L3 in the ratio of 45:30:25 respectively, based on the price discovered in

the Reverse Auction, provided L2, L3 match the overall Reverse Auction price of L1 including line-item wise prices. In case any one of L2 or L3 bidder denies matching L1 prices, offer will be made to L4 and so on. In case, any of the bidders fails to match the price offered by L1 for L3 position or no bidder qualifies for L3 position, the allocation will be done in the ratio of 60:40 and so on. Further, in the event, any of the bidder fails to match the price offered by L1 for L2 position or no bidder qualifies for L2 position, Bank may decide to award the entire contract to L1.

Procurement through Local Supplier (Preference to Make in India) will be done as per the "Public Procurement (Preference to Make in India) Order 2017 issued vide Department of Industrial Policy and Promotion (DIPP) 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 & No. P-45021/2/2017-PP (BE-II) dated 04.06.2020.

'Local Supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order. The minimum local content shall be 50%.

**Verification of local content:** The local supplier at the time of submission of bid shall be required to provide a certificate as per **Annexure-XXI** 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. The bidder (if local supplier) will have to submit a self-certification that the offered item meets the minimum local content and shall give details of the Locations at which the local value addition is made.

## **27. CONTACTING BANK OR PUTTING OUTSIDE INFLUENCE**

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.

## **28. CANCELLATION OF BID/ BIDDING PROCESS**

PNB reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for its action.

## **29. CONFIDENTIALITY**

The bidder shall not, without the written consent of the Bank, disclose the contract or any provision thereof, any specification, or information furnished by or on behalf of the Bank in connection therewith, to any person(s).

The bidder shall not, without the prior written consent of the Bank, make use of any document or information except for purposes of performing this agreement.

## **30. FORCE MAJEURE**

Notwithstanding the above provisions, the successful bidder shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure. For purposes of this clause, "force majeure" means an event beyond the control of the bidder and not involving the bidders' fault or negligence and not foreseeable. Such events may include, but are not restricted to, war or revolution and epidemics. If a force majeure situation arises, the bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the bidder shall continue to perform its obligation under the contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the force majeure event.

### **31. NON DISCLOSURE**

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

- That the successful bidder will treat the confidential information as confidential and shall not disclose to any third party. The successful bidder will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.
- That the successful 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 successful 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 successful bidder shall use reasonable efforts to advise the Bank immediately in the event that the successful bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the successful bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.
- That if the successful bidder hires another person to assist it in the performance of its obligations under the 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.
- That the successful bidder will strictly maintain the secrecy of Bank's data.

## TERMS AND CONDITIONS

### 1. SIGNING OF CONTRACT

The successful bidder(s) shall mandatorily enter into a Service Level Agreement (SLA), Non-Disclosure Agreement (NDA) and integrity Pact (IP) with Bank, **within 30 working days** of the award of the tender or within such extended period as may be permitted by the 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 a Memorandum of Understanding to be signed at the time of execution of the Form of Contract. If the contract is not signed within the **given period (45 working days\*)**, Bid Security Declaration clause will be invoked after a grace period of 15 working days\*.

The bidder(s) has(ve) to accept all terms and conditions of 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 Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank.

Note: **Working days refers to Bank's working days.**

### 2. DURATION OF CONTRACT

The **Rate contract will be valid for five years from the date of agreement signed with the Bank**, subject to yearly performance review for satisfactory performance of the Vendor. The tenure of contract can be extendable on same terms and conditions **for a period of two years in single or multiple trenches** at the sole discretion of Bank subject to satisfactory performance of successful bidder and mutual agreement on the terms and conditions.

Bank reserves right to cancel the contract at any time in case system fails to meet any of the requirements as mentioned in the RFP

### 3. PERFORMANCE BANK GUARANTEE

The successful bidder has to submit the Performance Bank Guarantee (PBG), detailed as under:

- a) The successful bidder will have to submit Performance Bank Guarantee amounting to 3 % of Purchase Order within one month of acceptance of purchase order & initially valid for a period of 5 years with claim period of another 12 months. Validity of the PBG will be further extended for period of 2 years with claim period of another 12 months, before 2 months prior to expiry of PBG.
- b) The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than Punjab National Bank.
- c) The Performance Bank Guarantee will be furnished for due performance of the complete Solution.
- d) In case successful bidder submits any false information or declaration letter during the tender process or period of rate contract, Bank shall invoke the EMD/ Performance Bank Guarantee submitted by the bidder to recover penalty/damages. In case successful bidder fails to perform the contract, Bank shall invoke the Performance Bank Guarantee to recover penalty/damages.
- e) No interest on PBG will be paid by Bank.

#### **4. ACCEPTANCE OF ORDER (ORDER PLACEMENT)**

Orders will be placed by the respective CircleOffices/ZonalOffices/Head Office. The successful bidder (Vendor) shall have to accept and acknowledge orders within 15 working days from the date of order placement. Bank has a right to cancel the order and invoke the EMD declaration clause for blacklisting of vendor, if the same is not accepted within a period of 15 working days from the date of order, otherwise it will be considered as accepted.

#### **5. NOT ACCEPTANCE/ NON EXECUTION OF ORDER**

In case the bidder shortlisted through this RFP process (hereinafter called “successful bidder” or “Vendor”) refuses to accept / execute the order, Bank reserves the right to place the order to other successful bidders. Bank is having all the rights to recover the penalty amount from PBG as well as any amount payable to the said successful bidder. 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 three years from the date of blacklisting/debarment.**

#### **6. ACCEPTANCE TEST**

The system deployed by the Vendor will be subjected to an Acceptance test by Bank or any other Third party designated by the Bank for the Purpose. Vendor has to arrange one Engineer at the site at the date and time communicated by the Bank to assist in the acceptance test. Any deviation/deficiency observed during the Acceptance Test is to be addressed/ rectified by the Vendor, without any extra cost to the Bank.

#### **7. IMPLEMENTATION**

Bidder shall be responsible for complete installation and operationalization of the systems ordered at site within 45 days from the date of issuance of purchase order without any installation cost. However Bank has right to cancel the order, if the same is not delivered and installed within 45 days.

#### **8. MAINTENANCE SERVICES**

The Vendor shall provide free maintenance services for all the sites where e-Surveillance system is deployed, through professionally qualified engineers having complete knowledge and hands-on experience of the system supplied by the Bidder.

Maintenance should cover troubleshooting, removing bugs/errors and enhancement (if required). All upgrades / updates / new version releases will be provided during contract period free of cost. During implementation phase if any upgrades / updates / new version releases comes, it should be implemented free of cost.

The vendor shall also be fully responsible for all the equipments supplied including all accessories, spare parts etc. against any defects arising from design, material, manufacturing, workmanship or any act or omission of the manufacturer and/or vendor any defect that may develop under normal use of supplied equipment during contract period. Service support should be available online on 24 x 7 basis, through Online call logging mechanism, telephonically and



through Email. Bank should have facility to log the call directly with Vendor and OEM, if Bank faces any problem.

In case of critical failures when any service become unavailable due to malfunctioning of hardware, components, accessories, system software etc. the relevant defect should be attended immediately and must be resolved within 2 hours. In case of repetitive hardware failure (max two times in a quarter) it shall be replaced by equivalent or higher model of new equipment by vendor, at no extra cost to Bank. Free of cost version upgrade/customization will be done by vendor whenever new version is released.

## **9. PAYMENT**

- a) No advance payment will be made. Payment shall be made on Quarterly basis in arrears, by the respective Zonal / Circle Offices of the BANK under whose jurisdiction it falls against the invoice raised by the SERVICE PROVIDER after verification of uptime, maintenance and other reports(as desired by bank) submitted and deducting the penalties if any.
- b) Payment shall become due from the date of operationalizing of the individual service at the site from the date of installation/implementation. The service provider has to provide the IR certificate duly seal and signed by the bank official and vendor (installation report) to the Bank as a proof for successful installation/implementation.
- c) The payments shall be made only for the services provided by the service provider as mentioned in the scope of work. The payment shall be inclusive all taxes excluding GST, which shall be paid as per applicable rates or on producing original receipts. The rate of applicable GST should be informed and charged separately in the invoice generated. In case the Service Provider 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.
- d) Payment will be made after deducting TDS as per Income Tax Rules and any other Govt. dues/taxes which may be levied in future.
- e) Service Provider should submit the bills within 7 days at the end of the quarter along with the uptime report and other reports as mentioned in Scope of work. The payment shall be made after the date of final clarification submitted/ queries resolved by the SERVICE PROVIDER with regards to invoices.
- f) All expenses, duties, stamp duty, taxes (including GST), other charges / expenses if any, which may be levied in connection with execution of this Agreement shall be borne by the Service Provider only.
- g) All payments shall be made in Indian Rupees only.
- h) The Bank may withhold payment of any amount that it disputes in good faith for the services rendered, related to erroneous invoice and may set-off penalty amount which service provider owes the Bank under this Agreement.
- i) Further, the above payments will be released only after submission of PBG and signing of SLA (including Do's and Don'ts), Integrity Pact and NDA by Successful Bidder.

## **10. INSURANCE**

The hardware/equipment to be supplied under the contract period shall be fully insured till installation of the system by the bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. Bank will not be responsible for any loss to bidder on account of non-insurance to any equipment or services. All expenses towards insurance shall be borne by the successful bidder.

## **11. OBTAINING REQUISITE FORMS, ROAD PERMIT LIKE FORM 32 ETC**

Requisite form, like 32, will be the sole responsibility of the bidder. However, Bank will sign the forms as per the requirement from the bidder. For obtaining the requisite form, the bidder will provide the necessary documents i.e. Performa invoice etc

The Bidders shall adhere to the terms of this RFP and shall not deviate from the same. If the Bidders have absolutely genuine issues only then should they provide their nature of non – compliance to the same in the format provided. The Bank reserves its right to not accept such deviations to the Tender terms.

## **12. UPGRADES AND UPDATES**

The bidder shall be required to provide all future updates and upgrades for the proposed Solution/Appliance/hardware & software provided free of cost during contract period. If however, the upgrades/updates is not available then the support for the implemented Solution/Appliance/hardware & software should be available at any point of time.

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

## **13. ONSITE TECHNICAL SUPPORT (OTS)**

Vendor shall provide one official from his technical team with company provided Laptop at all Zonal Offices to provide onsite assistance to the Bank staff in resolving any issues being faced in E- surveillance solution, as and when required at no Extra Cost to Bank. In case of any requirement, the support resource at respective Zonal Offices must provide support to Circle Office also.

Bank will also require one resource to be posted/stationed at Bank Head office for any co-ordination, support, reporting, reconciling database, extracting video footages etc., at no Extra Cost to Bank.

## **14. PENALTY CLAUSE**

Penalties will be levied as per the terms described in **Annexure –XXV**

## **15. LIQUIDATED DAMAGES**

The Bidder should adhere to laws of the land and rules, regulations and guidelines issued by the various regulatory, statutory and Government authorities as required from time to time during the course of the contract. The Bank reserves the right to ascertain information from the Banks and other institutions to which the Bidders have rendered their services for execution of similar projects. Such feedbacks from high ranking officials would also form part of vendor selection and any strong adverse comment/action about product or service would make the Bidder ineligible for further assessment/processing.

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

In case of termination of contract the Bank reserves the right to recover an amount equal to 5% of the Contract value as Liquidated Damages for non-performance.

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 and LD 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.

## **16. TRAINING**

The successful bidder shall impart free of cost complete administration training & for day to day maintenance of offered solution for 3 days and for two batches of 10 officials each of the Bank preferably in Delhi/NCR) during first year of Contract after completion of implementation. Only Travelling Cost of Bank Officials will be borne by Bank. The training should cover complete administration & day to day maintenance of the solution and should be classroom based.

## **17. TAXES**

The rates quoted in Performa for Indicative Commercial offer should be inclusive of all taxes except GST. However, GST shall be paid to the bidder on actual basis at the rate applicable. The rate of applicable GST should be informed and charged separately in the invoice generated for supply of the product.

## **18. 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, for following reasons –

- a. Non submission of acceptance of order within 15 working days of placement of Purchase Order.
- b. Non submission of performance Bank guarantee within stipulated time as specified in the RFP.
- c. Non signing of contract within the time specified by Bank.
- d. Non submission of any report/undertaking/document/compliance which was due within one month from the date of Purchase Order.
- e. Delivery and installation not done within the stipulated time limits

## **19. 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 provides such regulatory requirements at no additional cost to Bank during the contract period. The 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, without any additional cost to the Bank. 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, without any extra cost.

## **20. 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 of Rs.100 and must be signed by all the witnesses also. The Performa of Integrity Pact is as per **(Annexure-XIII)**.

## **21. DELAYS IN THE SUPPLIER'S PERFORMANCE**

Delivery of the goods and performance of the Services shall be made by the supplier in accordance with the time schedule specified by purchaser. Any delay in performing the obligation by the supplier will result in imposition of liquidated damages and/or termination of rate contract for default.

## **22. INDEMNITY**

The bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes (except GST) and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect the Bank during the tenure of purchase order. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon.

In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine supplied by the bidder covered under the purchase contract or the use thereof, the bidder agrees and undertakes to defend and / or to assist the Bank in defending at the bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank. Successful bidder (Vendor) will also assume full responsibility of any loss or damage caused due to any of their onsite engineer/representative.

## **23. EXCHANGE RATE VARIATION**

If the contract is extended for any period, beyond its expiry, and there is any variation in exchange rates (positive & negative both), the prices shall vary accordingly. The variation will be considered

between the Exchange rate prevalent as on date of Acceptance of Letter of Intent and between the rates as on date of expiry of Contract. Increase in price of any item due to exchange rate variation shall be subject to negotiation.

## **24. TERMINATION OF CONTRACT**

**24.1 Termination for Default:** The quality of services given by the bidder & progress of the project will be reviewed monthly and if the services are not found satisfactory, the Bank reserves the right to terminate the contract by giving 30 days' notice to the bidder, including 15 days curing period. The decision of the Bank regarding quality of services shall be final and binding on the bidder. 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:

- a) Excessive delay in execution of order placed by the Bank
- b) Discrepancies / deviations in the agreed processes and/or products
- c) Failure of successful bidder (Vendor) to complete implementation of solution within the time as specified in the RFP document
- d) Violation of terms & conditions stipulated in this RFP.
- e) Exceeding any of the threshold limits of Delay as per clause 14.
- f) Penalty as in Clause 14 reaches its max. limit.
- g) If the contract is terminated under any termination clause, the vendor shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.
- h) During the transition, the Vendor shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.
- i) The Bank's right to terminate the Contract will be in addition to the penalties/ liquidated damages and other actions as deemed fit.
- j) In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of **an amount equivalent to 10% of the contract values** on demand to the Bank, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee.

Notwithstanding anything contained hereinabove, the Bank reserves the right to terminate the contract at any time without assigning any reasons.

In case of termination of contract for the reasons that the services of successful bidder are not found satisfactory", the Bank shall be free to Blacklist the successful bidder thereby debarring them from participating in future Bids/Tender processes.

**24.2 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.

**24.3 Termination for Convenience:** The Bank, by written notice of not less than 90 (ninety) 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.

## **25. 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.

## **26. PUBLICITY**

Any publicity relating to the work to be carried out in BANKS 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.

## **27. COMPLIANCE WITH LAWS**

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

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

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

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

## **28. GOVERNING LAWS 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 these Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the Arbitration and **Conciliation Act 1996**, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of courts at Delhi.

The bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained.

The venue of the arbitration shall be Delhi. This is applicable to successful bidder only.

## **29. USE OF CONTRACT DOCUMENTS AND INFORMATION**

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

## **30. PATENT RIGHTS**

The supplier shall indemnify 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 supplier shall, at their own expense, defend and indemnify the Bank 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 supplier 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 supplier shall be fully responsible including all expenses and court and legal fees.
- The Bank will give notice to the Supplier of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.
- The Supplier shall grant to the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use software (and other software items) provided by the supplier, including all inventions, designs and marks embodied therein in perpetuity.

## **31. ASSIGNMENT**

The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser's prior written consent.

## **32. CONTRACT BETWEEN BANK AND SHORTLISTED BIDDER/TSP (TECHNICAL SERVICE PROVIDER)**

The shortlisted bidder/TSP 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 empanelment letter given by the Bank.

## **33. 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 this Agreement shall be deemed to constitute a partnership 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 and there is no master-servant relationship between the parties. The relationship is on principal to principal basis.

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

#### **34. LIMITATION OF LIABILITY**

Successful 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 for

- a) IP Infringement indemnity
- b) Bodily injury (including Death) and damage to real property and tangible 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. Successful bidder shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**



**UNDERTAKING FROM THE BIDDER**

To

**The Assistant General Manager  
Digital Banking Division  
Punjab National Bank  
Head Office, Plot 5, 5<sup>th</sup> Floor  
Institutional Area, Sector 32  
Gurugram-122001**

Sir

**Reg.: COMPREHENSIVE CENTRALLY MONITORED ELECTRONIC SURVEILLANCE  
SYSTEM/SOLUTION FOR ATMs/e-Lobbies.**

We submit our Bid Documents herewith.

We understand that

- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form. Till such a formal contract is prepared and executed, this bid shall constitute a binding contract between us and Bank.
- If our bid is accepted, we are responsible for the due performance of the contract.
- You may accept or entrust the entire work to one Bidder or divide the work to more than one bidder without assigning any reason or giving any explanation whatsoever.
- We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at Annexure-XX 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.

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

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

**Yours faithfully**

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

## ELIGIBILITY CRITERIA OF THE BIDDER

Sr. No.	Criteria	Compliance (Yes / No)	Documents to be submitted	Details of proof submitted
1.	<p>Bidder should be a registered company in India under Company Act 1956/ 2013. Bidder OR their E-Surveillance partner – Should have been in the business of e-Surveillance in India for at least 2 years as on Bid Submission Date.</p> <p>Should have a tangible net worth of minimum Rs. 20 Crores in FY2019-20.</p> <p>Should have average overall Annual Turnover of minimum 20.00 Crores in the last three Financial Year ending 31-03-2018, 31-03-2019 and 31-03-2020.</p> <p>Should have Positive Profit Before Tax and Depreciation in each of the last three Financial Years i.e. FY17-18, FY18-19 &amp; FY19-20.</p>		<p>Copy of the Certificate of Incorporation Certificate of Commencement of Business.</p> <p>Audited Financial Statements (Balance Sheet &amp; Profit &amp; Loss statement) for the FY 2017-18, FY2018-19 and FY 2019-20 along with complete auditor's certificate / qualifications.</p> <p>Certificates from statutory auditor of firm specifying the turn over</p>	
2.	<p>The applicant or its technology partner providing e-surveillance services should be providing e-Surveillance system to deter crime for a minimum total of 1000 sites of at least 2 reputed Banks in India as on BID submission date with a minimum of 500 sites in atleast one Bank.</p> <p>(The Bank reserves the right to inspect such installations while evaluating the Eligibility cum Technical Bid and in case of any negative</p>		<p>Letter from these reputed Banks (clients) confirming successful implementation of e-Surveillance system with them, as on bid submission date to be submitted with following details</p> <ul style="list-style-type: none"> <li>- Name of the client</li> <li>- Number of sites</li> <li>- Location of Central Monitoring Station</li> <li>- Person who can be referred to from Clients' side, with Name, Designation, Postal Address, Phone and Fax numbers, E-</li> </ul>	

	feedback from the clients, Bank reserves the right to disqualify the vendor).		Mail Ids, etc., (Attach copies of purchase orders and satisfactory completion certificate signed by minimum Assistant General Manager/Deputy General Manager level of the Bank ). ( Date of issuing of Letter should not be before 31.12.2020 )	
3.	<p>The Bidders at its own or through its e-Surveillance Solution Partner should be having Command Centre for Centrally Monitored e-Surveillance Solution in India only.</p> <p>In case the bidder is providing services through a technology partner providing e-surveillance services then it should setup its central command centre within 6 months of the placement of order.</p> <p>CMES must be monitoring a minimum of 1000 sites as on date of bid submission, with capability to scale up by a minimum 5000 sites or the number of sites for which orders are placed with the vendor, whichever is higher, within a period of 90 days from the placement of order/ Letter of Intent.</p>		Self-Certificate stating clearly that they have an established Central Monitoring Station with complete infrastructure placed in and functioning from India. A certificate to the effect that they are not subletting their infrastructure support to any third party. Self-Certificate should be in Rs. 100/- stamp paper duly notarized.	
4.	Bidder should not have been black listed at any time by the Central /any of the State Governments in India or PSBs or any Financial Institutions in India in previous five years as on from the date of RFP		Statutory auditor of firm to provide certificate on Companies' letterhead.	

5.	The bidder / OEM 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 date 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.		Statutory auditor of firm to provide certificate on Companies' letterhead.	
6.	As per Central Vigilance Commission (CVC) directives, it is required that Bidders/ OEMs /Suppliers / Contractors observe the highest standard of ethics during the procurement, execution and continuation of such contracts in pursuance of this policy. Further, all bidders to submit and "PRE CONTRACT INTEGRITY PACT" as per <b>Annexure-XIII</b> on non-judicial stamp paper of requisite value.		"PRE CONTRACT INTEGRITY PACT" as per Annexure on non judicial stamp paper of Rs. 200/-	
7.	The bidder should be able to provide 24X7 supports at all locations where the equipment will be supplied & installed under this bid.		Undertaking to be submitted on company letter head by authorized signatory.	
8.	The bidder should have Support centers across India to attend calls within the TAT specified in SLA. In case bidder is not having support Centre at a particular location, where desired by the Bank, bidder should give undertaking to open the support Centre at that location <b>within two month</b> of award of tender.		Details of technical support centres in India with complete addresses and contact numbers as per Annexure XV to be submitted along with an Undertaking as per Annexure XV	

9.	The Bidder should have Offices in Metropolitan Centers and State Capitals. In		Undertaking to be submitted on company letter head by authorized signatory.	
10.	Bidder should have documentary proof of valid GST/Taxes as applicable.		Provide Copy of GST/Taxes registration certificate as applicable.	
11.	The Bidders or its e-Surveillance Solution Partner should be having its own Command Center/Central Monitoring Station and a Disaster Recovery Monitoring Station, both in two different Seismic Zones within India.		Provide the latest certification from the reputed authorities/agencies	
12.	Command Centre / Central Monitoring should bear the necessary ISO certification.		Necessary certificate/documents from the authorized organization in this regard.	
13.	Documents related to BCP/DRP should be vetted by respective auditors		vetted Copy of documents	
14.	Product being offered by the bidder should be conforming to FIPS 140-2 Level 2 or above Certification.		FIPS 140-2 Level 2 or above Certification to be submitted	
15.	Bidder must have requisite Central and State Labour Laws Compliance.		Undertaking to be submitted on company letter head by authorized signatory.	
16.	Bidder must have requisite Make in India Compliance		Undertaking to be submitted on company letter head by authorized signatory.	
17.	<p>The Bidder must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding bidders <b>from a country which shares land border with India.</b></p> <p><i>Any bidder from a country which shares a land border with India will be eligible to bid in this RFP only if the bidder is</i></p>		Undertaking to be submitted in Annexure XXII and provide registration certificate issued by competent authority.	

	<p>registered with Department of Promotion of Industry and Internal trade (DPIIT). Bidder for the purpose of this RFP (including the term 'Agency', 'Service Provider', 'tenderer', 'consultant', or (service provider) means any firm or person or company, including any member of a consortium or joint venture, every artificial juridical person not falling in any of the descriptions stated hereinbefore, including any agency Branch or office controlled by such person, participating in a bidding process.</p> <p>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</p>			
	<b>OEM Criteria</b>			
18.	<p>In case the OEM is not participating directly, bidder should be an authorized representative/reseller or channel partner of the OEM. An authorization letter from the OEM, with respect to this RFP, need to be submitted in original. The certificate shall be issued through the Global Headquarters and attested by the Indian Office in case OEM is of International repute.</p>		<p>Document proof and PO to be shared along with Undertaking.</p> <p>In case of authorized representative, MAF from OEM of the Solutions as per <b>Annexure- Xa</b> in their letter Head needs to be provided. In case the bidder is itself the OEM, undertaking as per <b>Annexure- Xb</b> on their company's letter head should be provided.</p> <p>MAF from OEMs of other components is also required.</p>	
19.	An OEM can participate with only one Representative / Channel Partner / Solution		Undertaking to be submitted on company letter head by authorized signatory.	

	Partner			
20.	OEM should have been in e-Surveillance Business for last three financial years as on 31-03-2020.		Document proof to be shared.	
21.	The OEM should have ISO certification.		Certificate should be attached.	
22.	All equipment and thematerials used shallbe Standard components that are regularly manufactured and used in the manufacturer's system and components should have been thoroughly tested.		Test report to be submitted	
23.	The MAC address of the IP Cameras must be registered in the name of the OEM supplying the Cameras.		Undertaking to be submitted on company letter head by authorized signatory.	
24.	All systems and components must bein compliance with CE/FCC/UL Certifications. It shall conformto ONVIF (S) Standards. The quoted Camera Model should also be listed in the ONVIF Website. Copy of the UL certification, ONVIF compliant certificate indicating the make and model of the camera offered shall be submitted,		Certificate should be attached model wise.	
25.	All the quoted cameras should be UL certified with camera test report of ILAC accredited lab shall be submitted.		Certificate along with proof should be attached	

**NOTE:**

1. Only the **OEM or its Authorized Representative** in India having IP Rights of Customization can bid. If both the OEM and its authorized representative bid for the same Solution, both the **bids will be rejected**.
2. If any Item/hardware/appliance/devices/Solution of Original Equipment Manufacturer (OEM) is being quoted in the tender through its authorized representative, the OEM Company cannot bid for any other OEM's product.
3. In case of Indian Authorized Representative (IAR) / Agent / System Integrator (SI), maximum two Authorized Representatives of a particular Principal or Original Equipment Manufacturer (OEM) / Solution Provider can participate in the tender process.
4. In case any purchase order has been issued to the bidder by our Bank in respect of any other project/product and the same has not been delivered/executed even after the

prescribed time period and if the delay is not accepted & approved by the Bank, the bid of the respective bidder is liable for rejection.

5. Bidder should submit detailed response along with documentary proof for all of the above eligibility criteria. The eligibility will be evaluated based on the bid and the supporting documents submitted. Bids not meeting the above eligibility criteria will be rejected.
6. Technical Evaluation will be done by Bank's technical evaluation committee and the decision of the committee will be final.
7. Bidders to submit relevant documentary evidence for all parameters mentioned.
8. Providing any wrong information by the bidder will result in disqualification of the bidder. The Bank may cross check above parameters by any means / during site visit.
9. **All Annexures** must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/third party. All documents, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).
10. All third party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident.
11. Bidder is also required to substantiate whether the person signing the document from his Company and from OEM Company is authorized to do so on behalf of his/OEM's company respectively. Inability of the bidder to prove the genuineness/authenticity of document from his Company and from OEM Company may make the bid liable for rejection.

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**



## BIDDER'S INFORMATION

S. N.	Information	Particulars / Response				
1.	Company Name					
2.	Constitution					
3.	Date of Incorporation					
4.	Company Head Office Address					
5.	Registered office address					
6.	GST No.					
7.	Whether MSE(quote registration no. and date of registration, copy to be attached)					
8.	Bank Account Detail: Account Number, Account Name, IFSC, Bank Name					
9.	Name, Designation, Tel. No, E-Mail of the authorized signatory submitting the RFP (Please enclose the copy of board resolution)					
10.	Specimen Full signature					
11.	Contact persons address, telephone number, mobile number, Fax Number, E-Mail ID. (give at least 2 contact persons details)					
12.	Details of Service Support Center in metropolitan cities and state capitals	Complete Address: No. of Support Engineers: Contact Person (Name & No.): Email ID:				
13.	Whether company has been blacklisted for service deficiency in last 5 years. If yes, details thereof.					
14.	Any pending or past litigation (within three years)? If yes please give details	Yes/No/Comments (if option is 'Yes')				
15.	Please mention turnover for last three financial years and include the copies of Audited Balance Sheet in support of it.	FY	Turnover Rs.(in Lacs)	Profit Before Tax & Depreciation	Net Profit/ Loss Rs. (in lacs)	Tangible Net Worth Rs. (in Lacs)
		2017-18				
		2018-19				
		2019-20				

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

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

Signature of Authorized Signatory

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

## COMPLIANCE STATEMENT

**Reg.: RFP FOR COMPREHENSIVE CENTRALLY MONITORED ELECTRONIC SURVEILLANCE SYSTEM/SOLUTION FOR ATMs/e-Lobbies****DECLARATION**

Please note that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. Bank reserve the right to reject the bid, if bid is not submitted in proper format as per RFP.

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

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

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

**Signature of Authorized Signatory**

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company

## PERFORMANCE CERTIFICATE

To be provided on letter head of the issuing company

The Assistant General Manager  
Digital Banking Division  
Punjab National Bank  
Head Office, Plot 5, 5<sup>th</sup> Floor  
Institutional Area, Sector 32  
Gurugram-122001

Sir,

Reg.: RFP FOR COMPREHENSIVE CENTRALLY MONITORED ELECTRONIC  
SURVEILLANCE SYSTEM/SOLUTION FOR ATMs/e-Lobbies

This is to certify that M/s \_\_\_\_\_ has supplied/implemented Complete \_\_\_\_\_(Name of the Solution)originally developed by \_\_\_\_\_(OEM name) to our organization since\_\_\_\_\_ for \_\_\_\_\_(brief Purpose/Objective of the Solution).

The solution has been implemented for \_\_\_\_\_no. of users.

The services provided by the M/s \_\_\_\_\_ are satisfactory.

The certificate has been issued on the specific request of the company.

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

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

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company

## LITIGATION CERTIFICATE

**Reg.: RFP FOR COMPREHENSIVE CENTRALLY MONITORED ELECTRONIC  
SURVEILLANCE SYSTEM/SOLUTION FOR ATMs/e-Lobbies**

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

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

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

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

**Signature of CA/Statutory Auditor**

**Name of CA/Statutory Auditor:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**UNDERTAKING FOR NON- BLACKLISTED****To be provided on letter head of the Bidder's/OEM Company**

The Assistant General Manager  
**Digital Banking Division**  
**Punjab National Bank**  
**Head Office, Plot 5, 5<sup>th</sup> Floor**  
**Institutional Area, Sector 32**  
**Gurugram-122001**

Sir,

**Reg.: RFP FOR COMPREHENSIVE CENTRALLY MONITORED ELECTRONIC  
SURVEILLANCE SYSTEM/SOLUTION FOR ATMs/e-Lobbies**

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

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

Thanking You,

Yours faithfully,

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

## TURNOVER CERTIFICATE

**Reg.: RFP FOR COMPREHENSIVE CENTRALLY MONITORED ELECTRONIC SURVEILLANCE SYSTEM/SOLUTION FOR ATMs/e-Lobbies**

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

This is to certify that M/s \_\_\_\_\_, a company incorporated under the companies act, 1956 with its headquarters at, \_\_\_\_\_ has the following Turnover, Net Profit/Loss and Net worth from its Indian Operations. This information is based on the Audited Financial Statements for 2017-18, 2018-19 and 2019-20.

Financial Year	Turnover (Rs. In Lacs)	Profit Before Tax & Depreciation (Rs. In Lacs)	Net Profit/Loss (Rs. In Lacs)	Tangible Net Worth (Rs. In Lacs)
2017-18				
2018-19				
2019-20				

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

**Signature of CA/Statutory Auditor**

**Name of CA/Statutory Auditor:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**MANUFACTURER'S (OEM) AUTHORIZATION FORM (MAF)**

(To be provided on the Letter Head of the OEM duly signed & stamped by their Authorized Signatory.)

To  
The Assistant General Manager  
**Digital Banking Division**  
**Punjab National Bank**  
**Head Office, Plot 5, 5<sup>th</sup> Floor**  
**Institutional Area, Sector 32**  
**Gurugram-122001**

Sir

**Reg.: RFP FOR COMPREHENSIVE CENTRALLY MONITORED ELECTRONIC SURVEILLANCE SYSTEM/SOLUTION FOR ATMs/e-Lobbies**

We hereby submit the following:-

1. We, M/s \_\_\_\_\_ are the OEM of \_\_\_\_\_ (Name of the product/Solution/Hardware), being offered to Punjab National 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 being offered to Bank.
3. We agree to provide services as per the scope of work and technical specifications of this RFP through our partner M/s \_\_\_\_\_
4. In case the bidder i.e. M/s \_\_\_\_\_ is not able to perform obligations as per RFP during the contract period (like if bidder ceases to exist from the ICT Industry, stops services or support to the Bank, terminates contract due any reasons with Bank or due to any other reason), we will perform the said obligations, as per given scope of work of RFP, either directly or through mutually agreed third party/any other authorized Partner of ours.
5. With reference to the all components/parts/assembly/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.
6. In case of default/unable to comply with above at the time of delivery or during implementation, for the IT asset including hardware / software already billed, we agree to take back the supplied items without demur, if already supplied and replace the same with new one.
7. We take complete Ownership of the complete solution (Hardware & Software) being offered to Bank by M/s \_\_\_\_\_ (Bidder's Name).

**Date:**

**Place:**

**Yours faithfully**

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company**



**UNDERTAKING FOR BEING the OEM of the OFFERED SOLUTION**

To  
The Assistant General Manager  
**Digital Banking Division**  
**Punjab National Bank**  
**Head Office, Plot 5, 5<sup>th</sup> Floor**  
**Institutional Area, Sector 32**  
**Gurugram-122001**

Sir

**Reg.: RFP FOR COMPREHENSIVE CENTRALLY MONITORED ELECTRONIC  
SURVEILLANCE SYSTEM/SOLUTION FOR ATMs/e-Lobbies**

We hereby submit the following:-

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

**Date:**

**Place:**

**Yours faithfully**

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company**

## **TECHNICAL SPECIFICATIONS**

### **Functional And Technical Specifications with Bidder's Response**

(Bidder are required to give relevant literature with details of the equipment's makes and model/ Manufacturers' authorisation for Camera, NVR and Alarm Panel/ Network Architecture and system architecture to support compliance claim / letter from respective Third party service providers/integrators, authorisation letter / MOU for their QRT & Roaming Beat Marshal support or declaration, 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 five years, wherever there is dependency on any third party.

### **MANDATORY REQUIREMENTS**

Sr. No.	Alarm Panel Specification Compliance	Compliance (YES/NO)
<b>1</b>	<b>Alarm Panel Key Features</b>	
	Alarm Panel with necessary online connectivity, sufficient zones, at least 12 hours battery backup for e-Surveillance equipment and sensors for ATMs, Cash Recycler, Passbook Kiosk and various equipment in the ATM cabin.	
<b>2</b>	<b>Required Sensors and Devices</b>	
	Metal contact Sensor for sensing the removal of ATMs, Cash Recyclers and More Units of other Self-service Terminals, opening of hood and chest door, and other equipments placed with the ATM room to detect any kind of tampering with the equipment installed at ATM site. Sensor should be wireless and temperature resist.	
<b>3</b>	<b>Image / Video Items</b>	
a	4/8/16Channel NVR/Edge Controller/Any higher device with Tamper indication and Surveillance rated HDD with 120 Day's motion based recording capacity.  Apart from NVR, motion based recording and images of 120 days should be available at cloud.	

b	<p>Cameras- 4 for sites with single ATM</p> <p>One 2 mega pixel IP Dome IR Camera – for front Lobby</p> <p>One 2 mega pixel IP Bullet IR Camera – for outside ATM room</p> <p>One 2 mega pixel IP hidden Camera with mirror</p> <p>One 2 mega pixel IP Camera IR – front / Back lobby</p> <p>Provision of additional Cameras where more than one ATM/Cash Recyclers is installed.</p> <p>All Cameras should be of High Resolution and temperature resist and should be able to record clear images and video in the scenario of dull light/no 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.</p>	
c	All above mentioned cameras must have SD card of 128 GB to capture recording	
d	Camera/Video analytics to detect loitering in ATM premise, Backroom	
e	Camera/Video Analytics for head count in ATM premise	
f	Video analytics to detect Motion, zone intrusion, atm vandalism, back room entry, camera tampering, hood opening, object detection etc	
<b>4</b>	<b>2 Way Audio Items</b>	
a	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 center.	
b	Pre-recorded messages should be played with minimum 60 seconds or more to avoid any theft/burglary or any suspicious activity.	
<b>5</b>	<b>Communication Equipment at Sites</b>	
	Communication equipments 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	
<b>6</b>	<b>Central Alarm Monitoring Station Infrastructure Requirements</b>	

a	Command Centre Servers should have 'HOT REDUNDANCY' atDC & DR with Changeover Facility from Primary DC to Secondary DC within 30 minutes, when required.	
b	Bandwidth – Minimum 30 MBPS Primary Back-haul from Network provider Hub to Central Monitoring Station and Minimum 30 MBPS Secondary Back-haul with auto switch over	
c	Generator & UPS with sufficient capacity, Data Storage on Network Access Storage (NAS) for High Redundancy	
<b>7</b>	<b>Central Alarm Monitoring Station Alert Handling Service Requirement</b>	
a	Capability of software alert in form of tickets besides popups from CMS to monitor the health of all equipment deployed at site on 24x7 basis and a complaint reporting protocol and escalation matrix with minimum 5 Agencies of various departments.  Capability of providing a separate console with attendant at Bank's site.	
b	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	
c	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.	
d	Capability of raising the matter as per the escalation matrix decided by Bank, if the crime cannot be deterred	
e	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	
<b>8</b>	<b>Central Recording</b>	
	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	
<b>9</b>	<b>Central Image Pulling</b>	

	Central Monitoring Station must have the ability to pull images and Video footage centrally from site NVR and from cloud as & when demanded by the Bank.	
<b>10</b>	<b>UPS function monitoring</b>	
	Solution should have capability of UPS Power Management by monitoring of power back-up, failure and battery discharge etc. Measuring and recording Input and Output Voltage/Charging Current/Frequency and related factors	
<b>11</b>	<b>Air Conditioner Power Management</b>	
	Solution should have capability to switch on/off toggle between the 2 AC units at a defined time, with a remotely changeable schedule and temperature management and submission of serviceability status of the ACs through SMS or e-mail.	
<b>12</b>	<b>ATM Signage Power Management</b>	
	Solution should have capability to switch on/off the ATM signage as per defined timings. Scheduling and management for the above should be possible from remote monitoring Centre and also submission of serviceability status through SMS or e-mail.	
<b>13</b>	<b>QRT &amp; Video Housekeeping</b>	
a	QRT - Capability to respond to the incident by physical presence within defined time, as per scope, to be able to deter and upscale the matter to Police, higher authorities and to report the matter	
b	Twice a day video housekeeping of the sites. Capability to view the housekeeping status of the ATM cabins and site surroundings using video, and to report about the incidents / unusual.	
<b>14</b>	<b>Web Based Portal</b>	
a	Capability to provide real time monitoring of sites through all installed cameras	
b	Capability to provide status of UP/down sites with aging of individual equipment	
c	History of previous theft/burglary and other suspicious incidence should be available in the portal and application	
d	Capability to provide real-time status of AC/UPS/Signage	
e	Capability to provide remotely activate hooter and two way communication	

f	Capability to raise manual ticket for down sites or any equipments	
g	Capability to take the screen shots of the live images and video	
h	SLA Measurement & Penalty Calculation Module (automatic calculations of monthly/ quarterly uptime & Penalty). Capability to put remarks by different teams.	
i	Previous 120 days recording should be available in web based Portal	
j	Capability to provide various reports as mentioned in Scope of this RFP	
<b>15</b>	<b>Mobile Based Application</b>	
a	Capability to provide real time monitoring of sites through all installed cameras	
b	Capability to provide status of UP/down sites with individual equipment age wise.	
c	History of previous theft/burglary and other suspicious incidence should be available in the portal and application	
d	Capability to provide real-time status of AC/UPS/Signage	
e	Capability to provide remotely activates hooter and two way communication.	
f	Capability to raise manual ticket for down sites or any equipments	
g	Capability to take the screen shots of the live images and video	
h	Mobile based Application on Android &iOS platform	
<b>16</b>	Compliance with parameters on security controls as per Annexure-XXVI	
<b>17</b>	<b>Toll Free Number facility</b>	
	Dedicated Toll free number facility should be displayed at ATM site for any complaint related to non-working of e-Surveillance system or its equipments	
<b>18</b>	<b>Reports</b>	
	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	

Yours faithfully,

**Signature of Authorized Signatory (of OEM)**

**Name of Signatory:**

**Designation:**

**Date:**

**Place:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**Signature of Authorized Signatory (of Bidder)**

**Name of Signatory:**

**Designation:**

**Date:**

**Place:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**Note:** Technical Specifications must be submitted on OEM's Letter Head Duly signed & Stamped by authorized signatory of OEM (who has signed the MAF) & also Duly countersigned & Stamped by authorized signatory of Bidder.

**Performa for Indicative Commercial Offer****RFP FOR COMPREHENSIVE CENTRALLY MONITORED ELECTRONIC SURVEILLANCE SYSTEM/SOLUTION FOR ATMs/e-Lobbies:****Indicative Commercial Bid**

The indicative commercial Bid needs to contain the information in a sealed envelope bearing the identification – “Indicative Commercial Bid for Comprehensive Centrally Monitored Electronic Surveillance ATM installations of Punjab National Bank on OPEX basis”.

Please note that:

1	L1 will be decided by the price (A) discovered through Reverse Auction, which will be conducted for one sample site on Point (A), given below under Table-A, which consists sum of three mandatory services mentioned at Sl. No. 1, 2 and 3 of Indicative Commercial Bid Format. However, for line item No.2, Bank shall avail services from L1 bidder and for this line item, there shall be separate billing per site per month basis.
2	For each of 9-line items, Bank has prescribed a maximum % of the price “A”. Bidder is free to quote % against each line item not exceeding the maximum % of the price “A” prescribed by the Bank. Bidder will be required to fill up the rate in column A and prices in all other columns will be automatically arrived at as per the % quoted by the bidder against each line item. Selected vendors (L2 / L3) will have to match all the line items of L1 mentioned against line item 1 to 9.
3	The Bank would be at liberty to take any of the following service(s) or combination of services or all the services at any particular site.

**COMMERCIAL BID – TABLE A**

Sl. No.	Particulars of Items	Price in (Rs.)	Maximum % of (A)
	Services		
1	Event based Surveillance System (having single ATM Machine at site) (per site per month) (Required for All ATM Sites) with Software Application and Mobile App as per scope in this RFP		70%
2	Cloud / Central Storage for e-Surveillance data including CCTV footage (per site per month) (Required for All ATM Sites) with Software Application as per scope in this RFP		15%



3	Energy/Power Management Solution (per site per month) (Required for All ATM Sites)		15%
	<b>A (L1 Price=1+2+3 Above)</b>		<b>100% of (A)</b>
	Services mentioned at point no. 4 to 9 below, are additional services for which the prices (rental) will be paid only, in case, the service(s) is/are availed.		
<b>Sl. No.</b>	<b>Particulars of Items/Services</b>	<b>Price in (Rs.)</b>	<b>Maximum % of (A)</b>
4	Price for site having additional ATM Machine(s) at site (per additional ATM Machine per month)		5%
5	Additional Cameras in main lobby (for bigger ATM rooms) (per additional Camera per month) (No Minimum sites)		2%
6	Quick Response Team (QRT) (per site per month) (For prescribed no. of ATM Sites)		15%
7	Equipment & Infrastructure Required for Auto Shutter opening / closing (per site) (Optional)		
8	Services of auto shutter opening / closing (per site / per month) (Optional)		2%
9	Eyeball(24X7) Dedicated Monitoring(per site per month) (For Select No. of ATM Sites)		20%
	<b>GRAND TOTAL (B)</b>		
	Vendor to quote the price of equipment & Infrastructure required for auto shuttering at Sl. no 7		
	<b>Breakup of GST</b>		
<b>Sr. No.</b>	<b>Name of activity/Services</b>	<b>GST%</b>	
1			
2			
3			
4			
5			
6			
7			
8			
9			
	Grand Total		
Signature			
Seal of Company			

**Note :-**

- i. If the cost for any line item is indicated as zero or blank, then Bank may assume that the said item is provided to the bank without any cost. All cost is quoted in INR only.
- ii. In case of any discrepancy between figures & words, the amount in words shall prevail.
- iii. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- iv. Bank is not bound to place any minimum order for any item. The quantity will also be as per requirement
- v. We have ensured that the price information filled in the Commercial Offer at appropriate column is without any typographical or arithmetic errors. All fields have been filled in correctly.
- vi. Lowest Bidder (L1) will be determined by the price (A) discovered through Reverse Auction, which will be conducted for one sample site on Point (A), given above under Table-A, which consists sum of three mandatory services mentioned at Sl. No. 1, 2 and 3 of Indicative Commercial Bid Format
- vii. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which is conditional and/or qualified or subjected to suggestions.
- viii. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which contain any deviation in terms & conditions or any specification.
- ix. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- x. Please note that any Commercial Offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.

We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated 28/01/2021 and subsequent pre-bid and amendments.

**Company Seal**

**Authorized Signatory**

**Date**

**Name & Designation:**

**PERFORMA FOR INTEGRITY PACT**

To,  
The Assistant General Manager  
**Digital Banking Division**  
**Punjab National Bank**  
**Head Office, Plot 5, 5<sup>th</sup> Floor**  
**Institutional Area, Sector 32**  
**Gurugram-122001**

**Subject: Submission of Tender for the work.....**

Dear Sir,

I/We acknowledge that Punjab National Bank is committed to follow the principle of transparency equity and competitiveness as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by Punjab National Bank. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 6 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, Punjab National Bank shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of Punjab National Bank.

## INTEGRITY AGREEMENT

Punjab National Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970 (Act no V of 1970) and having its Head Office at Plot no. 4, Sector 10, Dwarka, New Delhi 110075, hereinafter referred to as "The Principal", which expression shall mean and include unless the context otherwise requires, its successors in office and assigns of the First Part.

And

M/s. \_\_\_\_\_ having its registered office at \_\_\_\_\_ hereinafter referred to as "The Bidder/Contractor", expression shall mean and include unless the context otherwise requires, successors and permitted assigns of the Second part.

### **Preamble**

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

In order to achieve these goals, the Principal will appoint Independent External Monitors(IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1- Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  1. 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.
  2. 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.
  3. The Principal will exclude from the process all known prejudiced person.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

(1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption during any stage of bid process/contract. 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 the 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 contracts, 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 proposal and business details, including information contained or transmitted electronically.
- d. 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.
- e. 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.
- f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

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

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

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

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

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

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

(1). The Bidder declares that no previous transgression occurred in the last three years immediate before signing of this integrity pact with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprises or central/state government department in India that could justify his exclusion from the tender process.

(2). If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealing”.

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

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of integrity Pact by the Sub-contractor.

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

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

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

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

## Section 8- Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor (IEM) Shri. Raj Kumar Singh (I.R.S. Retd.), (email ID: [mr-rajksingh@gmail.com](mailto:mr-rajksingh@gmail.com), [mr-rajksingh@yahoo.com](mailto:mr-rajksingh@yahoo.com)) (Mob no.9818696406, 8141488880) 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 the agreement.
- (2) 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 Managing Director and CEO, Punjab National Bank.
- (3) 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 Bidder(s)/ Contractor(s). The Bidder(s)/Contractor(s) 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-contractor.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(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, Punjab National Bank and recuses himself/herself from that case.
- (5) 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 Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, 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.
- (7) The Monitor will submit a written report to the MD & CEO, Punjab National 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.
- (8) If the Monitor has reported to the MD& CEO, Punjab National Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD & CEO, PNB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word **‘Monitor’** would include both singular and plural.

### **Section 09- 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 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 as determined by MD & CEO, PNB.

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

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the "Place of award of work".
2. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
3. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
4. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
5. Should one or several provisions of this agreement turn out to be valid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
6. Issues like warranty/Guarantee etc. shall be outside the purview of IEMs.
7. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place..... Date.....

Witness 1:  
(Name & Address)

Witness 2:  
(Name & Address)



**Proforma for the Bank Guarantee**

(To be stamped in accordance with stamp act)

Ref: Bank Guarantee # Date

Punjab National Bank  
**Digital Banking Division**  
 Plot 5, 5<sup>th</sup> Floor,  
 Institutional Area, Sector 32  
 Gurugram-122001

Dear Sir,

In accordance with your bid reference no. \_\_\_\_\_

Dated \_\_\_\_\_ M/s \_\_\_\_\_ having its registered  
 office at \_\_\_\_\_ herein after

Called 'bidder') wish to participate in the said bid for **RFP FOR COMPREHENSIVE CENTRALLY  
 MONITORED ELECTRONIC SURVEILLANCE SYSTEM/SOLUTION FOR ATMs/e-Lobbies.**

An irrevocable Financial Bank Guarantee (issued by a nationalized / scheduled commercial Bank) against Earnest Money Deposit amounting to Rs. \_\_\_\_\_ Rupees (in words \_\_\_\_\_) valid up to \_\_\_\_\_ is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the bid document.

M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ has undertaken in pursuance of their offer to Punjab National Bank (hereinafter called as the beneficiary) dated \_\_\_\_\_ has expressed its intention to participate in the said bid and in terms thereof has approached us and requested us \_\_\_\_\_ (Name of Bank) \_\_\_\_\_ (Address of Bank) to issue an irrevocable financial Bank Guarantee against Earnest Money Deposit (EMD) amounting to Rs/- Rupees (in words \_\_\_\_\_) valid up to \_\_\_\_\_.

We, the \_\_\_\_\_ (Name of Bank) \_\_\_\_\_ (Address of Bank) having our Head office at \_\_\_\_\_ therefore Guarantee and undertake to pay immediately on first written demand by Punjab National Bank, the amount Rs. \_\_\_\_\_ Rupees (in words \_\_\_\_\_) without any reservation, protest, demur and recourse in case the bidder fails to Comply with any condition of the bid or any violation against the terms of the bid, Without the beneficiary needing to prove or demonstrate reasons for its such demand. Any Such demand made by said beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

This guarantee shall be irrevocable and shall remain valid up to \_\_\_\_\_. If any further extension of this Guarantee is required, the same shall be extended to such required period on receiving instructions in writing, from Punjab National Bank, on whose behalf guarantee is issued.

"Notwithstanding anything contained herein above Our liability under this Bank guarantee shall not exceed Rs \_\_\_\_\_ Rupees (in words \_\_\_\_\_).

This Bank guarantee shall be valid up to . We are liable to pay the guaranteed amount or any part thereof under this Bank guarantee only if you serve upon us a written claim or demand, on or before \_\_\_\_\_ hours (Indian Standard Time) where after it ceases to be in effect in all respects whether or not the original Bank guarantee is returned to us."

In witness whereof the Bank, through its authorized officer has set its hand stamped on this

\_\_\_\_\_ Day of \_\_\_\_\_ 2020 at \_\_\_\_\_

**Name of signatory**

**Designation**

**Email ID:**

**Contact No.**

**Bank Common Seal**

**UNDERTAKING FOR HAVING SERVICE SUPPORT CENTER & SPARE WAREHOUSES/  
LOGISTIC CENTERS IN INDIA BEING THE OEM OF THE OFFERED SOLUTION**

To  
Asst General Manager  
Punjab National Bank  
**Digital Banking Division**  
Plot 5, Institutional Area, Sector 32  
**Gurugram-122001**

Sir

**Reg.: RFP FOR COMPREHENSIVE CENTRALLY MONITORED ELECTRONIC  
SURVEILLANCE SYSTEM/SOLUTION FOR ATMs/e-Lobbies**

We hereby undertake the following: -

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

2. We have Service Support center\* in India at following locations:

Sl. No.	Full Address	Contact person Name	Designation	Contact Number
1				

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

Sl. No.	Full Address	Contact Person Name	Designation	Contact Number
1.				
2.				
3.				
4.				
5.				

\*At least details of one Service Support center & 5 warehouses/Logistic Centers to be mentioned.

4. We have Support centers across India to attend calls within the TAT specified in SLA. In case bidder is not having support Centre at a particular location, where desired by the Bank, bidder should give undertaking to open the support Centre at that location **within two month** of award of tender.

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

## BOM of Offered Solution/Product/Hardware

SPECIFICATIONS FOR VARIOUS CAMERA AND NVR			
SL. No.	Item	Specifications	Compliance (Yes/No)
1	2MP IP Dome IR Camera (2 in No.)	1/2.7" 2 Megapixel progressive CMOS	
		H.265 / H.264+ & H.264 dual-stream encoding	
		25/30fps@2M (1920x1080) WDR(120dB), Day/Night(ICR), 3DNR, AWB, AGC, BLC	
		Micro SD card slot, 128 GB	
		ONVIF Compliance.	
		2.7~12mm varifocal lens Max IR LEDs Length 30m IP67, IK10, PoE.	
2	2MP IP IR Bullet Camera	1/2.7" Progressive scan CMOS	
		compression techniques: H.265+/H.264+/MJPEG	
		3D digital N/R, WDR (120dB)	
		IR Distance up to 50 meters	
		IPv4 & IPv6	
		bi-directional talk	
		IP66 / IP67 Compliant	
		IK10 Compliant	
3	2MP IP Hidden Camera	SD Card – 128GB	
		2 Megapixel	
		Low Lux Recording - 0.1 lux – 0.01 lux	
		Resolution 1080p HD	
		Lens – 2mm	
		MicroSD Card – 128 GB	
		ONVIF Compatibility	
		WDR (120dB)	
		H.264 / H.265	
4	Network Video Recorder /edge controller/All in One IOT Panel	RJ-45 Ethernet – connector	
		Intel Processor	All in One IOT Panel will have the more weight in Scoring
		IP Camera Input (4/8/16)	
		Supports RAID 0/1/5/6/10	

		Interface: 2 HDMI, 1 VGA	
		Compression: H.264/MJPEG/H.265	
		OSD: Camera Title, time, video loss, Camera lock, Motion detection, recording Bit Rate 16 Kbps-20 Mbps per channel	
		Play back: 128 Mbps in RAID 5 Mode & up to 64 Mbps in Single HDD Mode	
		Play back Function: Play, pause, stop, rewind, fast play, slow play, next file, previous file, next camera, previous camera, full screen, repeat, shuffle, backup, selection, digital zoom.	
		Back Mode: USB/Network/e SATA Device	
		3rd Party Support: Vivotek, Videotec, Sony, Samsung, Pelco, Panasonic, Honeywell, Brickcom, CP plus, Bosch, AXIS, Dahua	
		Network Interface: 3 RJ45 ports (100/1000 Mbps)	
		Network Function: HTTP, HTTPs, IPv4/IPv6, TCP/IP, UPNP, RTSP, UDP, SMTP, NTP, DHCP, DNS, PPPOE, DDNS, FTP, IP Filter, SNMP, P2P, ONVIF Version 2.4 CGI Conformance, Alarm Server.	
		Optical Fiber Interface(Optional): 2 Giga Optical Fiber	
		Interface Internal HDD: 16 SATA III Ports up to 6TB Capacity for each HDD. Recording has to be done at FULL HD (i.e., 1080p @ 30fps) and recording bit rate as per RFP. (Storage shall be proposed to ensure the recording requirements are fulfilled. The bidder has to factor NVR as per the number of IP Camera Input Channel)	
		HDD Mode: Single, RAID 0/1/5/10	
		USB: 4 USB Ports (2 USB 2.0, 2 USB 3.0) RS232 & RS485 1 Port Mini SAS port	
		Certifications: CE & FCC	
5	Managed Network Switches	8/16/24/48 Ports (as per the requirement)	
		100/1000 Mbps	
		POE	
		Rack mountable switches	
5	Network Rack	Size as per requirement	
6	Cabling and conducting	Data Cable – Cat6 UTP, Patch panel, Patch Cords, power adaptors etc.	
7	Sensors	Wireless. All the critical sensors to be decided by the solution provider so that no incident goes undetected	

8	Any other item which are not included in the above, however require for completion of the project may be included	Details may be provided by the bidder	
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Preferred make:

1. Cameras & NVR – Panasonic, D-link, Infinova , Axis, Bosch, Hikvision, AXIS, Dahua, ,CP Plus or equivalent.
2. Network Switches – Cisco, Huawei, D-Link &Netgear or equivalent

Note:

- i) Storage capacity shall be provisioned to meet the requirement as mentioned in this RFP.
- ii) Above mentioned specifications are the indicative minimum specifications for vendor to propose the system.

Other Information Related to any other Item (Please provide in tabular Format)

Yours faithfully,

**Signature of Authorized Signatory (of OEM)**

**Name of Signatory:**

**Designation:**

**Date:**

**Place:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**Signature of Authorized Signatory (of Bidder)**

**Name of Signatory:**

**Designation:**

**Date:**

**Place:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**Note:** BOM must be submitted on OEM's Letter Head Duly signed & Stamped by authorized signatory of OEM (who has signed the MAF) & also Duly countersigned & Stamped by authorized signatory of Bidder.

**Undertaking for Labour Laws Compliance**

To  
The Assistant General Manager  
Punjab National Bank  
**Digital Banking Division**  
Head Office, Plot 5, 5<sup>th</sup> floor  
Institutional Area, Sector 32  
**Gurugram-122001**

Sir

**Reg.: RFP FOR COMPREHENSIVE CENTRALLY MONITORED ELECTRONIC  
SURVEILLANCE SYSTEM/SOLUTION FOR ATMs/e-Lobbies**

We, M/s\_\_\_\_\_ undertake that we comply with all the applicable clauses of  
Labour Law of India as on the date of this undertaking.

**Date:**

**Place:**

**Yours faithfully**

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company**

## Escalation Matrix (Both OEM &amp; Bidder)

To  
 The Assistant General Manager  
**Digital Banking Division**  
**Punjab National Bank**  
**Head Office, Plot 5, 5<sup>th</sup> Floor**  
**Institutional Area, Sector 32**  
**Gurugram-122001**

Sir

**Reg.: RFP FOR COMPREHENSIVE CENTRALLY MONITORED ELECTRONIC SURVEILLANCE SYSTEM/SOLUTION FOR ATMs/e-Lobbies**

We hereby submit the escalation matrix of our organization (M/s \_\_\_\_\_) for **ELECTRONIC SURVEILLANCE SYSTEM/SOLUTION** related issues as following:-

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

**Date:**

**Place:**

**Yours faithfully**

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company**



**CERTIFICATE REGARDING RFP FOR COMPREHENSIVE CENTRALLY MONITORED  
ELECTRONIC SURVEILLANCE SYSTEM/SOLUTION FOR ATMs/e-Lobbies**

**(To be provided on letter head by each OEM)**

We M/s \_\_\_\_\_, OEM of \_\_\_\_\_(item), having model No/version no.:\_\_\_\_\_, offered in this RFP, through our authorized Service provider, M/s\_\_\_\_\_, hereby undertake that we fully comply, without any deviation, with the Order (Public Procurement No.1) dt:23.07.2020 issued by Ministry of Finance, Department of Expenditure regarding Restriction under Rule 144(xi) in the GFR 2017.

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

**OEM Name:**

**Registered Address of the OEM:**

<b>Share holding structure of the OEM as on 31.03.2020</b>		
<b>%age of shares held</b>	<b>Name of holding Company/Individual</b>	<b>Registered Address of the share holding company/Individual</b>

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

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

<b>Share holding structure of the OEM's Parent Company as on 31.03.2020</b>		
<b>%age of shares held</b>	<b>Name of holding Company/Individual</b>	<b>Registered Address of the share holding company/Individual</b>

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

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**CERTIFICATE REGARDING RFP FOR COMPREHENSIVE CENTRALLY MONITORED  
ELECTRONIC SURVEILLANCE SYSTEM/SOLUTION FOR ATMs/e-Lobbies**

(To be provided on letter head of Bidder)

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

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

**Bidder Name:**

**Registered Address of the Bidder:**

<b>Share holding structure of the Bidder as on 31.03.2020</b>		
<b>%age of shares held</b>	<b>Name of holding Company/Individual</b>	<b>Registered Address of the share holding company/Individual</b>

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

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

<b>Share holding structure of the Bidder's Parent Company as on 31.03.2020</b>		
<b>%age of shares held</b>	<b>Name of holding Company/Individual</b>	<b>Registered Address of the share holding company/Individual</b>

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

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**DRAFT SERVICE LEVEL AGREEMENT**

AGREEMENT FOR Comprehensive Centrally Monitored Electronic Surveillance System/ Solution including QRT (Quick Response Team), Auto Shuttering Services, Energy/Power Management Solution and Cloud/Central Storage of related data of CCTV footages for ATM installations of Punjab National Bank on OPEX basis

BETWEEN

Punjab National Bank, Digital Banking Division, Head Office,

AND

Date of Commencement:

Date of Expiry:

## Contents

1.DEFINITIONS & INTERPRETATION .....	
2.SCOPE OF WORK.....	
3.FEES /COMPENSATION .....	
4.LIABILITIES/OBLIGATION .....	
5.REPRESENTATIONS &WARRANTIES.....	
6.GENERAL INDEMNITY .....	
7.CONTINGENCY PLANS. ....	
8.TRANSITION REQUIREMENT.....	
9.LIQUIDATED DAMAGES .....	
10.RELATIONSHIP BETWEEN THE PARTIES .....	
11.SUB CONTRACTING .....	
12.INTELLECTUAL PROPERTY RIGHTS .....	
13.INSPECTION AND AUDIT .....	
14.SECURITY AND CONFIDENTIALITY .....	
15.OWNERSHIP .....	
16.TERMINATION CLAUSE .....	
17.DISPUTE REDRESSAL MACHANISM & GOVERNING LAW .....	
18.POWER TO VARY OR OMIT WORK -	
19. NO WAIVER OF BANK RIGHTS OR. (SERVICE PROVIDER)'S LIABILITY	
.....	
20. LIMITATION OF LIABILITY .....	
21. FORCE	
MAJEURE.....	
22.....	NOTICES
.....	
23 .....	GENERAL TERMS & CONDITIONS
.....	
.....	33
ANNEXURES:	
Various Annexures to SLA will be as per RFP documents	

This agreement made at Gurugram, India on this \_\_\_\_\_ .

## BETWEEN

Punjab National Bank, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970, having its Corporate Office at Plot No. 4, Sector 10, Dwarka, New Delhi-110075 and amongst other offices its Digital Banking Division at, Plot-5, Institutional Area, Sector-32, Gurugram-122001, Haryana hereinafter referred to as “the Bank” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns) of one Part:

## AND

\_\_\_\_\_ company incorporated under the provisions of the Companies Act, 1956/2013, and having its registered Office at \_\_\_\_\_ hereinafter referred to as “Service Provider”, which expression shall mean to include its successors in title and permitted assigns) of the Other Part:

## WHEREAS

(i) The Bank is desirous of availing services for Comprehensive Centrally Monitored Electronic Surveillance System/ Solution, QRT (Quick Response Team), Auto Shuttering Service, Energy/Power Management Solution, Cloud/Central storage of related data including CCTV footage, & 24X7 EyeBall Monitoring; and

(ii) The Service Provider is in the business of providing Remote Comprehensive Centrally Monitored e-Surveillance services along with QRT (Quick Response Team), Auto Shuttering Service, Energy/Power Management Solution, Cloud/Central storage of related data including CCTV footage, & 24X7 EyeBall Monitoring and has agreed to provide the services as may be required by the Bank mentioned in the Request of Proposal (RFP) No. dated \_\_\_\_\_ along with its clarifications/corrigendum issued by the Bank, referred hereinafter as a “RFP” and same shall be part of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following terms and conditions hereinafter contained: -

### 1. DEFINITIONS & INTERPRETATION

#### 1.1 Definition

Certain terms used in this Agreement are defined hereunder. Other terms used in this Agreement are defined where they are used and have the meanings there indicated. Unless

otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are utilized in the information technology services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context, unless the context otherwise requires/mentions, the following definitions shall apply:

A. "The Bank" means Punjab National Bank (Corporate office at New Delhi, various other offices (Head Offices/Zonal Offices/Circle offices/Overseas Centres and offices, etc. of Punjab National Bank, domestic and foreign branches/other offices, other exchange companies available at various locations and managed by the Bank.

B. "Confidential Information" shall have the meaning set forth in Clause 14.

C. "Deficiencies" shall mean non- satisfactory outcome of the Services which has resulted in deviation from the desired outcome and has thereby cause loss to a party of this Agreement.

D. "Documentation" will describe in detail and in a completely self-contained manner how the User may access and use the Comprehensive Centrally Monitored Electronic Surveillance System/ Solution such that any reader of the Documentation can access, use and maintain all of the functionalities of the Comprehensive Centrally Monitored Electronic Surveillance System/ Solution, without the need for any further instructions. 'Documentation' includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures, Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable etc.

E. "Intellectual Property Rights" shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

F. "Project Cost" means the price payable to the Service Provider under the Agreement for the full and proper performance of its contractual obligations.

G. "Request for Proposal (RFP)" shall mean RFP NO. \_\_\_\_\_ dated \_\_\_\_\_ along with its clarifications/ corrigendum /addendum issued by the Bank time to time.

H. "Root Cause Analysis Report" shall mean a report addressing a problem or non-conformance, in order to get to the 'root cause' of the problem, which thereby assists in correcting or eliminating the cause, and prevent the problem from recurring.

I. 'Services' shall mean and include the Services offered by Service Provider including but not limited to Comprehensive Centrally Monitored e-Surveillance of ATM Installations/e-Lobbies/other sites on OPEX Basis under this Agreement more particularly described in Clause 2 of this Agreement. Services' shall also include the Implementation Services, Training Services and Maintenance Services etc. and other incidental services and other obligation of the service provider shall be provided under this Agreement

J. Interpretations:

1.1.1 Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).

1.1.2 The singular includes the plural and vice versa.

1.1.3 Reference to any gender includes each other gender.

1.1.4 The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.

1.1.5 The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.

1.1.6 A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.

1.1.7 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.

1.1.8 Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.

1.1.9 The terms not defined in this agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in technical sense in accordance with the industrial practices.

1.2 Commencement, Term & Change in Terms

1.2.1 This Agreement shall commence from its date of execution mentioned above/ deemed to have commenced from \_\_\_\_\_ (Effective Date).

1.2.2 This Agreement shall be in force for a period of FIVE (5) years, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement or RFP.

The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term at the sole discretion of the Bank.

## **2. SCOPE OF WORK**

The scope and nature of the work and the standard services which the Service Provider has to provide to the Bank (Services) is described in Annexure-XXIII. Specifications, Performance Standards, and Functional Requirements have been described in Annexure-XI.

### **2.1 Place of Services:**

ATM Sites located across the length and breadth of India, under 24 Zonal Offices /161 Circle offices of PNB.

### **2.2 Maintenance/Upgrades:**

2.2.1 Service Provider shall maintain and upgrade the Systems during the Contract Period so that the System shall, at all times during the contract Period, meet or exceed the specifications in the Project Documents and the performance requirements as set forth in this Agreement. Service Provider shall, at no cost to the Bank, promptly correct any and all errors, deficiencies and defects in the Systems.

2.2.2 Service Provider shall have the operational maintenance obligations (e.g., Central Monitoring Station, on-site installation and services, networking, telephone support, problem resolution, Reporting) as mentioned in Annexure-XXIII.

### **2.3 Correction of deficiencies in Deliverables**

If Service provider is unable to correct all Deficiencies preventing acceptance of a deliverable or meet the performance requirements, for which Service provider is responsible within the timelines as mentioned in this Agreement, the Bank may at its discretion:

- Impose penalty on Service Provider as mentioned under Annexure XXV.
- Terminate this Agreement for cause in accordance with Clause 17 (except that the Bank is under no obligation to provide Service provider any further opportunity to cure) and recover its damages as set forth in this Agreement.
- Allow Service Provider to continue its efforts to make corrections; or
- Accept the Deliverable with its Deficiencies and reach agreement with Service Provider on an equitable reduction to Service Provider's charges for developing such Deliverable to reflect the uncorrected Deficiencies;

### **2.4 Risk Management**

Service Provider shall identify and document the risk in delivering the services. Service Provider shall identify the methodology to monitor and prevent the risk and shall also document the steps taken to manage the impact of the risks.



## 2.5 Service Request / Metric

Service Provider shall dispense the service request / metric in accordance with terms mentioned below under this agreement:

### SERVICE METRICS

#### Service Measure or Service definitions

- i) Uninterrupted Functioning of e-Surveillance System at all the ATMs.
- ii) Deterrence of theft, vandalism and burglary at ATM Premises using Central Monitoring Station, Networking system, Cameras, Sensors, Video Analytics, Internet of Things (IOT), 2-way audio, Hooters and other required infrastructure as mentioned in Scope of Work in Annexure- XXIII and as per Specifications, Performance Standards, and Functional Requirements described in Annexure-XI.
- iii) Provide audio or video footage to Bank or other statutory authorities when requested at the appropriate time.
- iv) Daily, weekly and monthly reporting as agreed upon.

## 2.6 Service Management Tool

- i) Central Monitoring Station of the Service Provider placed in India with all the required equipment and manpower
- ii) Cameras, sensors, NVR/Edge Controller, IOT Panel, 2-way audio, hooters, networking facility etc. at ATM site

## 2.7 Service Complaints

The service complaint shall be addressed to \_\_\_\_\_ (Email IDs) (Contact no. \_\_\_\_\_). The complaint shall be acknowledged by the Service Provider in 1 working Hours

## 3. FEES /COMPENSATION

### 3.1 PAYMENT TERMS

- i. The Service Provider shall be paid fees for each of the services per month calculated at the rate as mentioned in Annexure 'XII' of this agreement. The Bank may discontinue / require the Service Provider to discontinue with any of the services as mentioned in Annexure XII whether temporarily or for the remaining period of this agreement, and in such case the Service Provider shall not be entitled to the fees payable for such service as mentioned in Annexure XII hereof for the period of discontinuance and that the fees/compensation payable to the Service Provider during the said period shall be reduced by the fees/compensation payable as per Annexure 'XII' for the said service that is discontinued. Provided, however, the Bank shall serve upon the Service Provider a notice of 60 (sixty) days before discontinuance of any of the services mentioned in Annexure XII.

ii. No advance payment will be made. Payment shall be made in arrears, on QUARTERLY basis (on completion of the QUARTER) on the monthly invoice raised by the Service Provider, by respective Circle Office/Zonal Office under whose jurisdiction it falls after verification of uptime report submitted/obtained from the dashboard and deducting the penalties, if any. Payment shall become due from the date of operationalization of the system at the ATM location. Payment of monthly rent will be made after deducting TDS as per Income tax guidelines. Service Provider shall submit the monthly invoice within 7 days at the end of the month along with the uptime report.

Service Provider shall be paid fees and charges in the manner detailed in hereunder:

3.2 All duties and taxes (excluding GST), if any, which may be levied, shall be borne by the Service Provider and Bank shall not be liable for the same. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider.

3.3 Service Provider shall provide a clear description quantifying the service element and goods element in the invoices generated by them.

3.4 Payment advice shall be provided by the bank for each payment made detailing payment reference, invoice numbers, deductions and the nature of the same if any.

### **3.5 Payments**

3.5.1 The Bank will pay properly submitted valid invoices within reasonable period but not exceeding thirty (30) days after its receipt thereof. All payments shall be made in Indian Rupees.

3.5.2 The Bank may withhold payment of any charges that it disputes in good faith, for deficiency in service or otherwise, and may set-off penalty amount and any other amount which Service provider owes the Bank against charges payable to Service provider under this Agreement.

3.5.3 In the event the Bank intends to withhold such payments of any withholding of payment of any charges by the Bank, the Bank shall notify the Service Provider, immediately, within 30 days of receipt of the invoice indicating the reason for such withholding and detailing the deficiency in services. Upon receipt of such intimation, the Service Provider shall either rectify such deficiency or provide adequate reasons for such deficiency or accept such deficiency. If the deficiency is rectified, or if the Bank is satisfied with the response of the Service Provider, then the Banks shall not withhold any payments.

3.5.4 In case of dismantling of e-Surveillance solution by the Bank on account of Renovation/Shifting/Replacement of ATM Machine or Site without prior information to e-Surveillance vendors, payment to service providers in such cases not to be stopped.

3.5.5 No payment to be released for unmatched/non-existent ATM IDs.

3.5.6 Payment shall not be withheld if Bank fails to provide the updated details of ATM IDs on account of Renovation/Shifting/Replacement of ATM Machine or Site.

### 3.6 Performance Guarantee and Penalties:

3.6.1 The Service Provider has to furnish a performance guarantee for an amount as applicable as per terms of RFP and based on the overall sites allocated including additional sites, if any, during the term of the contract, from a Scheduled Commercial Bank other than Punjab National Bank in a format provided/ approved by the Bank.

3.6.2 The performance guarantee is required to protect the interest of the Bank against delay in supply/installation and or the risk of unsuccessful implementation of the project, or performance of the material or services sold, which may warrant invoking of performance guarantee. In case any act of the Service Provider results in imposition of liquidated damages then also the Bank reserves the right to invoke the performance guarantee.

3.6.3 If at any time during performance of the contract, the Service Provider shall encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, the Service Provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.

3.6.4 Performance of the obligations under the Agreement shall be made by the Service Provider in accordance with the time schedule specified in this Agreement.

3.6.5 The Service Provider shall be liable to pay penalty at the rate mentioned in **Annexure-XXV** in respect of any delay beyond the permitted period in providing the Services.

3.6.6 No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons not attributable to the Service Provider (The onus to prove the same lies with Service Provider). On reaching the maximum of penalties specified the Bank reserves the right to terminate the contract.

3.6.7 Provider shall submit a Performance Bank Guarantee to the Bank for an amount equivalent to 3 % of order value (Price per month X number of ATM Sites X 12) within 15 days of issuance of Letter of Intent (LOI). The bank guarantee will be valid for period of five years and additional period of 12 months and such other extended period as the Bank may decide for due performance of the project obligations.

3.6.8 Subject to Clause 16 of this Agreement, any unexcused delay by the Service Provider in the performance of its Contract obligations shall render this Agreement to be terminated.

## 4. LIABILITIES/OBLIGATION

4.1 The Bank's Duties /Responsibility (if any)

(i) Provide access to the authorized personnel of Service Provider to the ATM site for Implementation and other services.

- (ii) Provide Phone numbers, email IDs, addresses etc. of the PNB Officials / Police Station / Fire Station to whom escalations, information, invoices, reports/images etc. are required to be sent.
- (iii) Respond to the information (regarding incidences) given by Service Provider and to take further course of action or remedial measures.
- (iv) Perusal of daily, weekly, and monthly reports submitted by Service Provider.
- (v) Conduct regular performance review meeting.
- (vi) Processing and Authorizing invoices.
- (vii) Payment of bills, within 30 days from the date of receipt, after due verification and satisfaction to the Bank.
- (viii) The Bank may:
  - a) Shift ATM machine(s) to new location or
  - b) Add new machine(s) at existing location or
  - c) Replace old ATM machine(s) with new one or
  - d) Renovate ATM Site, having e-Surveillance solution installed, during the contract period.

A notice of at least 3 working days to be given to the service provider by the Circle/Zones/HO, before dismantling/adding/replacing/renovation/shifting of any ATM machine/site, with full address of new site, if any.

- (ix) In case a bank decides to close down any site having e-Surveillance, a notice of at least 3 working days to be given to the service provider by the Bank for dismantling and a fresh ATM site to be provided for new installations, with full address of new site, if any.
- (x) In case, e-Surveillance system has been dismantled as part of Renovation/Shifting/Replacement exercise and prior information regarding the same and alternate sites for reinstallation of e-Surveillance solution is not provided by Circle Office/Zonal Office/HO within 30 days of Dismantling/Renovating/Shifting of any ATM machine/site, full monthly rental shall start for the respective ATM site till the expiry of the contract. In all such cases, e-Surveillance service providers will not be responsible for any incident occurred at the dismantled site and will not be liable to pay any penalty or loss.
- (xi) In case of change of ATM IDs, Bank shall arrange for reconciliation and provide updated ATM IDs to e-Surveillance vendors to enable the service provider to map it correctly in their database.

#### 4.2 Service Provider Duties

- (i) Service Delivery responsibilities
- (ii) To adhere to the service levels documented in this Agreement.

(iii) Service provider, if permitted to sub-contract, shall ensure that Service provider personnel and its subcontractors will abide by all reasonable directives issued by the Bank, including those set forth in the Bank's then-current standards, policies and procedures (to the extent applicable), all on-site rules of behaviour, work schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time.

(iv) For any of the components/ services from different OEMs sourced by the bidders, bidders will be solely responsible to the bank for performance of those components/ services as per requirements mentioned in RFP

(v) Cost of obtaining all statutory permits required from various agencies / government shall be borne by Service Provider. No letter will be issued by the Bank for this purpose.

(vi) To give suggestions to the Bank from time to time for bringing about improvement in the system.

(vii) The Bank may

a) Shift ATM machine(s) to new location or

b) Add new machine(s) at existing location or

c) Replace old ATM machine(s) with new one or

d) Renovate ATM Site, having e-Surveillance solution installed, during the contract period.

In all the mentioned cases, the bidder must Dismantle/Add/Replace/Shift/ Reinstall the same/new equipment/sensors at existing/new location, as the case may be without any cost to bank. The applicable monthly rental in such cases will be paid on pro-rata basis for the days for which the system was operational.

(viii) If service providers are not receiving alerts from the site, they shall take appropriate action to resolve the issue. In case, if the system has been permanently/temporary dismantled from the site, service provider should immediately take the custody of their systems and equipment. Bank will not be responsible for any loss of equipment under e-Surveillance solution.

(ix) The service provider to ensure the compliance of all the applicable laws / regulations / Acts, while providing the services of e-Surveillance to the Bank. For services like QRT or any other applicable service(s), the bidder to ensure that all regulatory requirements applicable under State and Central Law, including those mentioned under PRIVATE SECURITY AGENCIES (REGULATION) ACT OF 2005 (PSARA), Shops and Establishment License or any trade license as applicable or any other relevant applicable Act or Regulations, shall be complied with. The bidder(s) will be solely responsible for complying with all legal/ statutory/regulatory requirements for all the services being taken by the Bank. Bidder to provide the relevant certificate from the competent authority as a proof of compliance.

(ii) Security Responsibility

- (a) To maintain the confidentiality of the Bank's resources and other intellectual property rights.
- (b) Maintenance of safety and security of the entire infrastructure installed by Service Provider in the ATM site for e-Surveillance system will be the sole responsibility of Service Provider.
- (c) It shall be ensured that any equipment installed shall not hamper the working of the ATMs. Any loss to the Bank because of any damage caused to the ATM and its accessories or bank assets due to mishandling and carelessness by Service Provider's personnel shall be paid to the bank within reasonable time.
- (d) It shall be ensured that during installation of the equipment in the ATM Room, there shall not be any inconvenience to the public for transacting in the ATM.
- (e) Service providers should inform and take permission from bank before deleting data (including ticket details, CCTV footage/ images) related to disputed cases.

## **5. REPRESENTATIONS & WARRANTIES**

5.1 Each of the Parties represents and warrants in relation to itself to the other that:

5.1.1 It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through applicable corporate process to do so and that nothing contained herein or required in the performance here of conflict or will conflict with or give rise to a breach or default under, or permit any person or entity to terminate, any contract or instrument to which the party is bound.

5.1.2 The person(s) signing this Agreement on behalf of the Parties have the necessary authority and approval for execution of this document and to bind his/their respective organization for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.

5.1.3 It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including appropriate limited right of use of those owned by any of its service providers, affiliates or subcontractors) which it provides to the other Party, for use related to the Services to be provided under this Agreement, and that any IPR provided by a Party does not infringe the IPR status of any third party.

5.1.4 It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.

5.1.5 The execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any of the existing Agreement with any of the party and any other third party.

### **5.2 Additional Representation and Warranties by Service Provider**

5.2.1 The Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.

5.2.2 The Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.

5.2.3 The Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of the Service Provider.

5.2.4 The services and products provided by the Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party.

5.2.5 The Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted by the Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by the Service provider unless such person is found to be suitable in such verification and the Service Provider shall retain the records of such verification and shall produce the same to the Bank as and when requested.

5.2.6 Service Provider warrants that the software deployed/ upgraded as a part of this Agreement is free from malware, free from any obvious bugs, and free from any covert channels in the code (of the versions of the applications/software being delivered as well as any subsequent versions/modifications done) and free from OWASP vulnerabilities of applications/software arising out of faulty design, workmanship, etc. during the service period.

5.2.7 Service Provider represents and warrants that its personnel shall be present at the Bank premises or any other place as the bank may direct, only for the Services and follow all the instructions provided by the Bank; act diligently, professionally and shall maintain the decorum and environment of the Bank; comply with all occupational, health or safety policies of the Bank.

5.2.8 Service Provider shall assume responsibility under Labour Laws and also hold the Bank harmless from any loss, expense, damage or personal injury, death and any claim for payment of compensation of its employees, salary, retirement benefits, or any other fringe benefits asserted by an employee of Service Provider, arising out of Service Provider's performance of Services hereunder.

5.2.9 During the contract period, if any software or any component thereof is supplied by Service Provider is inoperable or suffers degraded performance, Service provider shall, at

the Bank's request, promptly replace the software or specified component with new software of the same type and quality. Such replacement shall be accomplished without any adverse impact on the Bank's operations within agreed time frame and without any additional cost to the Bank.

5.2.10 Service Provider warrants that the technical quality and performance of the Services provided will be consistent with the mutually agreed standards. Warranty shall be for a period of 5 years from the date of acceptance

## **6. GENERAL INDEMNITY**

6.1 Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of any deficiency in Services rendered by Service Provider or breach of any obligations mentioned in clause 5 hereinabove, including without limitation, breach of confidentiality obligations or any acts of commission / omission on the part of employees, agents, representatives or Sub-Contractors of Service Provider. Service Provider agrees to make good the loss suffered by the Bank on first demand made by the Bank in this regard which shall be final conclusive and binding on the Service Provider.

6.2 Service provider further undertakes to promptly notify the Bank in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.

6.3 The Service provider shall indemnify and keep fully and effectively indemnified the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Service Provider.

6.4 The Service Provider hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of software/ hardware/ deliverables within reasonable time. The Bank shall report as far as possible all material defects to the Service Provider without undue delay. The Service Provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.

6.5 Nothing contained in this Agreement shall impair the Bank's right to claim damages without any limitation for an amount equal to the loss suffered for non-performance of software.

## **7. CONTINGENCY PLANS**

The Service Provider shall arrange and ensure proper Data Recovery Mechanism, Attrition Plan and other contingency plans to meet any unexpected obstruction to the service provider or any employees or sub-contractors of the service provider in rendering the Services or any part of the same under this Agreement to the Bank. The Service Provider at Banks discretion shall co-operate with the Bank in case on any contingency.



## **8. TRANSITION REQUIREMENT**

In the event of failure of the Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another service provider. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistances to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of Services. If existing service provider is found to be in breach of this obligation, they shall be liable for paying a penalty amount equivalent to 10% of the total contract value, on demand to the Bank, which may be settled from the payment of invoices or performance guarantee for the contracted period.

## **9. LIQUIDATED DAMAGES**

The Bidder should adhere to laws of the land and rules, regulations and guidelines issued by the various regulatory, statutory and Government authorities as required from time to time during the course of the contract.

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

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 and LD 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.

In case of termination of contract the Bank reserves the right to recover an amount equal to 5% of the Contract value as Liquidated Damages for non-performance.

If the Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this Agreement, the Bank may, without prejudice to

its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project cost for delay of each week or part thereof maximum up to 5% of total Project cost. Once the maximum deduction (10% of Project Cost) is reached, the Bank may consider termination of the Agreement.

## **10. RELATIONSHIP BETWEEN THE PARTIES**

10.1 It is specifically agreed that the Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal - Agent relationship by express agreement between the Parties.

10.2 Neither the Service Provider nor its employees, agents, representatives, Subcontractors shall hold out or represent as agents of the Bank.

10.3 None of the employees, representatives or agents of Service Provider shall be entitled to claim any absorption or any other claim or benefit against the Bank.

10.4 This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.

10.5 All the obligations towards the employees of Service Provider including that on account of personal accidents/casualties occurred while working in the premises of the other /Bank shall be with the respective employer/ Service Provider and not on the /Bank in whose premises the accident/casualties occurred. In other words, Bank should not be made responsible for any incidental or accidental expenses or casualties arising out of QRT services, Housekeeping (cleaning) services, etc. and the responsibilities lies with Service Provider only.

## **11. SUB CONTRACTING**

11.1 In case of bidder being a non e-Surveillance company, subcontracting for availing e-Surveillance services using the command center of e-Surveillance company is permitted under the scope of this RFP, provided such services are availed from not more than one e-Surveillance company. Tie up with multiple e-Surveillance companies for providing the services to the Bank under the Scope of Work of this RFP is not permissible. The bidder is required to inform the Bank about such arrangement at the time of submission of Technical Bids. The Bidder is required to setup its own command centre within 6 months of allotment LOI.

The Bidder should have the Back to Back agreement with OEM during the entire contract period to ensure the smooth working and to achieve the highest uptime on the offered equipment& services. In case of failure of the Bidder, the OEM is required to finish the project as per the terms & conditions of this RFP. The bidder will be responsible for ensuring preventive maintenance.

11.2 Change of e-Surveillance Company by the bidder for providing the services under the Scope of Work to the Bank should be discouraged. However, in case, it is mandatory / necessary for the bidder to avail the services of new e-Surveillance company, fresh review of the solution and facility of new e-Surveillance company engaged by the selected bidder(s) will be conducted by the IS Department of the Bank or its representative(s) and cost for such review to be borne by the bidder.

11.3 For Services like QRT or any other applicable service(s), the bidder to ensure that all regulatory requirements applicable under State and Central Law, including those mentioned under PRIVATE SECURITY AGENCIES (REGULATION) ACT OF 2005 (PSARA), Shops and Establishment License or any trade license as applicable or any other relevant applicable Act or Regulations, shall be complied with. The bidder(s) will be solely responsible for complying with all legal/ statutory/regulatory requirements for all the services being taken by the Bank. Bidder has to provide the relevant certificate from the competent authority as a proof of compliance.

11.4 In case of subcontracting for other services, the contracting vendor/bidder will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting vendor/bidder is also responsible for ensuring that the sub-contractor comply with all security requirements of the contract and the Bank can obtain independent audit report for the same. In such a case, the Bidder shall provide subcontracting details to the Bank and if require, Bank may evaluate the same.

11.5 The Bank may choose to take an undertaking from Vendor employees and or employees of the sub-contractors, to maintain the confidentiality of the Bank's information/documents etc. The selected bidders need to obtain the Police Verification of its Employees / Employees of the sub-contractors, if any. Bank may seek details / confirmation on background verification and Police Verification of such employees worked/working on Bank's project as may have been undertaken / executed by the Vendor. Vendor should be agreeable for any such undertaking/verification.

11.6 Bidders to ensure that sub-contracted company comply all the laws as applicable. The successful bidder(s) will be responsible for complying with all legal/statutory/ regulatory requirements.

11.7 Successful bidders shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with DPIIT.

11.8 In case sub-contracting is permitted by the Bank for other services defined under this RFP, the Successful bidder shall also furnish a certificate in the below format to the Bank

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or if from such a country, has been registered with DPIIT and will not subcontract any work to a contractor from such countries unless such contractor is registered with DPIIT. I certify that the bidder fulfils all requirements in this regard and is eligible to be considered."

(Wherever applicable certificate of registration with DPIIT shall be attached)

## **12. INTELLECTUAL PROPERTY RIGHTS**

12.1 For any technology / software / product used/supplied by Service Provider for performing Services for the Bank as part of this Agreement, Service Provider shall have right to use as well as right to license such technology/ software / product. Any license or IPR violation on the part of Service provider shall not put the Bank at risk.

12.2 Without the Bank's prior written approval, Service provider will not use or incorporate in performing the Services link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this Agreement.

12.3 Service Provider shall, at their own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of trade mark, patent, copyright, industrial design or any other Intellectual Property Rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad. In case of violation / infringement of patent / trademark / copyright / trade secret or industrial design, (Service provider) shall, after due inspection and testing, get the solution redesigned for the Bank at no extra cost.

12.4 Service Provider shall expeditiously extinguish any such claims and shall have full rights to defend it there from.

12.5 The Bank will give notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim and will at no time admit to any liability for or express any intent to settle the claim.

12.6 Service Provider hereby grants the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India to access, replicate, modify and use service developed including its upgraded versions available during the term of this agreement by Service Provider as part of this engagement, including all inventions, designs and trademarks embodied therein perpetually.

12.7 Services provided as part of this Agreement can be put to use in all offices of Punjab National Bank

## **13. INSPECTION AND AUDIT**

13.1 It is agreed by and between the parties that the Service Provider shall get itself annually audited by internal/external empanelled Auditors appointed by the Bank/ inspecting official from the Bank, Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and the service provider shall submit such certification by such Auditors to the Bank. The service provider 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 Service Provider. The Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.

13.2 Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by the Service Provider that it shall correct/ resolve the same at the earliest 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 Service Provider 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.

13.3 Service Provider 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 Service Provider (e.g., financial, internal control and security reviews) and findings made on the Service Provider in conjunction with the services provided to the Bank.

13.4 The Bank has the right after providing reasonable notice to inspect, and test the infrastructure, software and procedures being followed for this engagement by Service Provider at any time.

13.5 The Bank may audit Service Provider's records during normal business hours related to the Services covered under this Agreement

13.6 The service provider should comply with the security controls parameters as defined in Annexure-XXVI

#### **14. SECURITY AND CONFIDENTIALITY**

14.1 "Confidential Information" mean all information which is material to the business operations of either party or its affiliated companies, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise proved. It is further agreed that the information relating to the Bank and its customers is deemed

confidential whether marked confidential or not. This clause shall survive even after the expiry / termination of this agreement.

14.2 All information relating to the accounts of the Bank's customers shall be confidential information, whether labelled as such or otherwise.

14.3 All information relating to the infrastructure and Applications (including designs and processes) shall be deemed to be Confidential Information whether labelled as such or not. Service Provider personnel/resources responsible for the project are expected to take care that their representatives, where necessary, have executed a Non-Disclosure Agreement similar to the provisions of the Non-Disclosure Agreement signed between the Bank and Service Provider.

14.4 Each party agrees that it will not disclose any Confidential Information received from the other to any third parties under any circumstances without the prior written consent of the other party unless such disclosure of Confidential Information is required by law, legal process or any order of any government authority. Service Provider in this connection agrees to abide by the laws especially applicable to confidentiality of information relating to customers of Banks and the banks per-se, even when the disclosure is required under the law. In such event, the Party must notify the other Party that such disclosure has been made in accordance with law, legal process or order of a government authority.

14.5 Each party, including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in this Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same.

14.6 Each party may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the Agreement. Further each party shall ensure that each personnel representing the respective party agree to be bound by the terms of this Agreement.

14.7 The non-disclosure obligations herein contained shall not be applicable only under the following circumstances:

(i) Where Confidential Information comes into the public domain during or after the date of this Agreement otherwise than by Disclosure by a Party in breach of the terms hereof.

(ii) Where any Confidential Information was disclosed after receiving the written consent of the other Party.

(iii) Where if a Party is requested or required by law or by any Court or governmental agency or authority to disclose any of the confidential information, then that Party will provide the other party with prompt notice of such request or requirement prior to such disclosure.

(iv) Where any Confidential Information was received by the Party from a third party which does not have any obligations of confidentiality to the other Party.

(v)Where any Confidential Information is required to be disclosed pursuant to a requirement of a governmental agency or law so long as the parties provide each other with timely prior written notice of such requirement and provide all reasonable co-operation in respect to taking protective action against such disclosure requirement.

14.8 Service Provider shall abide with the Bank's IT and IS policy in key concern areas relevant to the project. Specific requirements will be shared as and when required.

14.9 Service Provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis. Service Provider shall also implement any enhanced solutions mandated by security requirements for any / all types of Software / support.

14.10 The Service Provider shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement.

14.11 Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Service Provider's performance under the Agreement.

14.12 Upon expiration or termination of the Agreement and on all amounts as due and payable to Service Provider under the Agreement having been received by Service Provider, all proprietary documents, software documentation, programs partially or wholly completed, or materials or any data provided by the bank and data gathered from sites which are directly related to any project under the Agreement shall be delivered to the Bank or at the Bank's written instruction destroyed, and no copies shall be retained by Service provider without the Bank's written consent.

14.13 The security aspect of the solution / software will be comprehensively reviewed periodically by the Bank, and Service Provider shall carryout modifications / updates based on the security review recommendations on case to case basis without any cost to Bank.

## **15. OWNERSHIP**

15.1Service provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this Agreement shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.

15.2The Intellectual Property Rights on the software code, copyright and source code for various applications/ interfaces developed under this Agreement, and any other component/ framework/ middleware used/ developed as pre-built software assets to deliver the solution, shall belong to the Bank and the Bank shall have complete and unrestricted rights on such property. However, the service provider shall hold All Intellectual Property rights in any pre-built software per se, except for those which have been assigned under this agreement.

15.3All information processed by Service provider during software maintenance belongs to the Bank. Service provider shall not acquire any other right in respect of the information for

the license to the rights owned by the Bank. Service provider will implement mutually agreed controls to protect the information. Service provider also agrees that it will protect the information appropriately. Failure to protect information may attract civil, criminal, or administrative penalties.

## 16. TERMINATION CLAUSE

16.1 The Bank, without prejudice to any other remedy for breach of contract, shall have the right to terminate the contract in whole or part by giving a written notice of 30 days including 15 days curing period, if Service Provider, at any time, fails to deliver any or all of the deliverables within the period(s) specified in this Agreement, or within any extension thereof granted by the Bank pursuant to conditions of Agreement or if Service Provider fails to perform any other obligation(s) under the Agreement provided a cure period of not less than 15 days is given to Service Provider to rectify the defects.

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:

- a) Excessive delay in execution of order placed by the Bank
- b) Discrepancies / deviations in the agreed processes and/or products
- c) Failure of successful bidder (Vendor) to complete implementation of solution within the time as specified in the RFP document
- d) Violation of terms & conditions stipulated in this RFP.
- e) Exceeding any of the threshold limits of Delay as per Annexure XXV.
- f) Penalty as mentioned in Annexure-XXV reaches its max. limit.
- g) If the contract is terminated under any termination clause, the vendor shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.
- h) During the transition, the Vendor shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.
- i) The Bank's right to terminate the Contract will be in addition to the penalties/ liquidated damages and other actions as deemed fit.
- j) In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of **an amount equivalent to 10% of the contract values** on demand to the Bank, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee.



Notwithstanding anything contained hereinabove, the Bank reserves the right to terminate the contact at any time without assigning any reasons.

In case of termination of contract for the reasons that the services of successful bidder are not found satisfactory”, the Bank shall be free to Blacklist the successful bidder thereby debarring them from participating in future Bids/Tender processes.

16.2 The Bank, by written notice of not less than 90 (Ninety) days, may terminate the Contract, in whole or in part, for its convenience. The said notice of termination shall specify that the termination notice is on account of the Bank’s own convenience, the extent to which performance of the vendor under the contract is terminated and the date upon which such termination becomes effective.

16.3 In the event the Bank terminates the Agreement in whole or in part for the breaches attributable to the Service Provider, the bank may procure, upon such terms and in such manner, as it deems appropriate, Services similar to those undelivered and Service Provider shall be liable to the Bank for any increase in costs for such similar Services. However, Service Provider, in case of part termination, shall continue the performance of the Agreement to the extent not terminated.

16.4 In the event of termination of the Agreement, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination, subject to other terms of the contract.

16.5 The Bank may, at any time, terminate the Contract without notice to the Service provider, if the Service provider 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 Service provider, 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.

16.6 In the event of the termination of the Agreement, Service Provider shall be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertains to or relating to the Bank in its possession as per the process and method specified by Bank.

16.7 In the event of termination of the Agreement for material breach by Service Provider, the Bank shall have the right to give suitable publicity to the same including advising the Indian Bank’s Association.

16.8 Upon termination or expiration of this Agreement, all rights and obligations of the

Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of indemnity; obligation of payment ;confidentiality obligation; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the Applicable Law.

16.9 If the contract is terminated under any termination clause mentioned in this RFP / Agreement, the Service provider shall hand over all documents / source code / executables/ Bank's data / resources or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP / Agreement and shall also support the orderly transition to another Service provider or to the Bank.

16.10 The Service provider shall also support the Bank on technical queries / support on process implementation or in case of software provision for future upgrades. The Bank's right to terminate a contract will be in addition to the penalties mentioned.

16.11 If the contract is terminated by the Bank for the reason of inefficiency of the service provider, the Bank may, at its discretion, award the unfulfilled portion of the contract or a portion thereof, to the service provider who had emerged L2, L3, L4 and so on in the reverse Auction, on the same terms and conditions as was applicable to the terminated contract.

## **17. DISPUTE REDRESSAL MECHANISM & GOVERNING LAW**

17.1 All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement (including dispute concerning interpretation) or in discharge of any obligation arising out of the Agreement (whether during the progress of work or after completion of such work and whether before or after the termination of this Agreement, abandonment or breach of this Agreement), shall be settled amicably.

17.2 If the parties are not able to solve them amicably, either party (the Bank or Service Provider) shall give written notice to other party clearly setting out there in, specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties.

17.3 In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws.

17.4 Service Provider shall continue work under the Agreement during the arbitration proceedings, unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

17.5 Arbitration proceeding shall be held at Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

17.6 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.

17.7 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.

## **18. POWERS TO VARY OR OMIT WORK**

18.1 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by Service provider except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the Agreement, by notice in writing to instruct Service provider to make any variation without prejudice to the Agreement. Service provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of Service provider, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct Service provider to make such other modified variation without prejudice to the Agreement. Service provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If Bank confirms their instructions Service provider's obligations will be modified to such an extent as may be mutually agreed. If such variation is substantial and involves considerable extra cost, any agreed difference in cost occasioned by such variation shall be mutually agreed between the parties. In any case in which Service provider has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of Service provider, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

18.2 If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of reduction in payment to be made to Service Provider, before Service provider proceeding with the change.

## **19. NO WAIVER OF BANK RIGHTS OR SERVICE PROVIDER'S LIABILITY**

Neither any payment sign-off/payment by the Bank for acceptance of the whole or any part of the work, nor any extension of time/possession taken by the Bank shall affect or prejudice the rights of the Bank against Service provider, or relieve Service Provider of their obligations for the due performance of the Agreement, or be interpreted as approval of the work done, or create liability on the Bank to pay for alterations/ amendments/ variations, or discharge the liability of Service Provider for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which they are bound to indemnify Bank nor shall any such certificate nor the acceptance by them of any such paid on account or otherwise, affect or prejudice the rights of the Service provider, against the Bank.

## **20. LIMITATION OF LIABILITY**

20.1 For breach of any obligation mentioned in this agreement, subject to clause 20.3, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total Project Cost.

20.2 Service Provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused.

20.3 The limitations set forth in Clauses 20.1 shall not apply with respect to:

- (i) claims that are the subject of indemnification pursuant to Clause 12,
- (ii) Damage(s) occasioned by the gross negligence or wilful misconduct of Service Provider,
- (iii) Damage(s) occasioned by Service Provider for breach of Clause 14,
- (iv) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.
- (v) When a dispute is settled by the Court of Law in India.

## **21. FORCE MAJEURE**

21.1 Any failure or delay by either party in performance of its obligation, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or act of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of government authorities or other events beyond the reasonable control of nonperforming Party shall not be deemed as default.

21.2 If Force Majeure situation arises, the non-performing party shall promptly notify to the other party in writing of such conditions and the cause(s) thereof. Unless otherwise agreed in writing, the non-performing party shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

21.3 If the Force Majeure situation continues beyond 30 days, Bank shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of this Contract as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

## **22. NOTICES**

22.1 Any notice or other communication under this Agreement given by either party to the other party shall be deemed properly given if in writing and;

- i. When hand delivered during normal business hours of the recipient, acknowledgment taken.
- ii. If transmitted by facsimile during normal business hours of the recipient; proof of delivery taken. A copy sent by registered mail/ first class courier, return receipt requested shall follow all fax notices, to any Fax number of \_\_\_\_\_ Service provider's office at Mumbai, or any other place advised by Service provider to the Bank from time to time.

iii. If mailed by registered mail/ first class courier, return receipt requested, within five working days of posting, properly addressed and stamped with the required postage, to the intended recipient at its address specified below its signature at the end of this Agreement.

22.2 The Addresses for Communications to the parties are as under.

(a) In the case of the Bank

\_\_\_\_\_

(b) In case of Service Provider

\_\_\_\_\_

22.3 In case there is any change in the address of one party, it shall be communicated in writing to the other party within fifteen (15) days.

## 23. GENERAL TERMS & CONDITIONS

23.1 TRAINING: Service Provider shall train designated Bank officials on the configuration, operation/ functionalities, maintenance, support & administration for software, application architecture and components, installation, troubleshooting processes of the proposed e-Surveillance solution along with other services as mentioned in this Agreement.

23.2 PUBLICITY: Service Provider may make a reference of the services rendered to the Bank covered under this Agreement on Service provider's Web Site or in their sales presentations, promotional materials, business plans or news releases etc., only after prior written approval from the Bank.

23.3 SUCCESSORS AND ASSIGNS: This Agreement shall bind and inure to the benefit of the parties, and their respective successors and permitted assigns.

23.4 NON-HIRE AND NON-SOLICITATION: During the term of this Agreement and for a period of one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee/s or sub-contractor/s of the other party, or aid any third person to do so, without the specific written consent of the other party. However, nothing in this clause shall affect the Bank's regular recruitments as per its recruitment policy and not targeted to the employees of Service provider.

23.5 SEVERABILITY: The invalidity or unenforceability of any provision of this Agreement shall not in any way effect, impair or render unenforceable this Agreement or any other provision contained herein, which shall remain in full force and effect.

23.6 MODIFICATION: This Agreement may not be modified or amended except in writing signed by duly authorized representatives of each party with express mention thereto of this Agreement.

23.7 ENTIRE AGREEMENT: This Agreement, including all Work orders, Exhibits, Annexures, RFP and other documents or communications incorporated herein, represents the entire agreement for the Services of Comprehensive Centrally Monitored Electronic Surveillance System/ Solution, between the parties and supplements all prior negotiations, understandings and agreements, written or oral, relating to the subject matter herein.

23.8 PRIVACY: Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.

23.9 EFFECTIVE DATE: This Agreement shall be effective from the date mentioned at the beginning of this Agreement.

23.10 DUE AUTHORIZATION: Each of the undersigned hereby represents to the other that she/ he is authorized to enter into this Agreement and bind the respective parties to this Agreement.

23.11 COUNTERPART: This Agreement is executed in duplicate and each copy is treated as original for all legal purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and day first mentioned above.

Punjab National Bank

Service Provider

By:

By:

Name:

Name:

Designation:

Designation:

Date:

Date:

WITNESS:

1.

1.

2.

2.

**Certificate of Local Content**

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

Date:

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

**Ref.: RFP No.:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

This is to certify that proposed \_\_\_\_\_ <services as per scope of work mentioned in the indicative commercial bid> is having the local content of \_\_\_\_\_ % as defined in the above-mentioned RFP and amended thereto.

This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide order No. P-45021/2/2017-PP (BE-II) dated 4<sup>th</sup> June 2020.

**Signature of Statutory Auditor/Cost Auditor**

**Registration Number:**

**Seal**

**Counter-signed:**

**Bidder**

< Certified copy of board resolution for appointment of statutory/cost auditor should also be enclosed with the certificate of local content.>

**Certificate for Tenders for Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017**

To:

Date:

Dear Sir,

**Ref: RFP No. xxxx dated xxxx**

**Bidder Name:**

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

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

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

**Signature and Seal of the Bidder**

Note: Where applicable, evidence of valid registration by the Competent Authority shall be attached.



## **Scope of Work**

### **Broad Scope of Work**

- i Supply, Installation & Operationalization of Event Based e-Surveillance System at ATM Sites/e-Lobbies for 24x7 Monitoring with Video Analytics & Sensors Based Online Monitoring.
- ii Providing Secured Cloud / Central Storage of e-Surveillance Data including CCTV Footage of all the sites covered under e-Surveillance Solution, irrespective of the Vendor. Such Storage Facility should be within India only.
- iii Providing Web Portal for CCTV Footages for Download/View by Bank Officials by any given point of time by selecting ATM ID, Date of Footages and Time of Footages with Mobile App.
- iv Scalability of Solutions in terms of Camera/Devices/Sites
- v Continuous connectivity between Command Centre and site using aggregation technology having Multi-SIM Connectivity (at least two SIMs (4G or above))/broadband/VSAT or any higher connectivity wherever available with adequate Download / Upload Speed & Data Usage Plan.
- vi Services of Quick Response Team (QRT) for Attending the Incidents
- vii Energy / Power Management Monitoring of ATM Site Equipment & Signage
- viii Web Portal with Dashboard and Mobile App
- ix 24X7 Eyeball Monitoring of Select Critical Sites
- x Takeover of e-Surveillance Sites in Bank from existing Vendors as per Schedule provided by Bank.

### **Detailed Scope of Work**

A.	<b>Supply, Installation and Operationalization of Event Based e-Surveillance System at ATM Sites/e-Lobbies &amp; 24x7 Monitoring</b>
1.	Detection of Intrusion in the ATM premises/Sites, carrying out of unauthorized activity or disturbing the Bank's installed equipment such as ATMs, ACs, Cheque Drop Box, UPS and all the installed equipment under e-Surveillance.
2.	CCTV camera should be provided in main ATM room, outside the ATM room, in the ATM Back room and a hidden Pin Hole Camera at a suitable concealed location inside the main ATM room. 2 more cameras to be added per additional ATM in the ATM room/e-Lobbies. 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 background. While viewing the site in real time through CCTV surveillance from Command center of the vendor, there should be no interruptions due to connectivity/Bandwidth related issues. Vendor has to provide dedicated link between command centre and bank offices for real time viewing of footages.
3.	Customer credentials should not be captured through any camera/sensor or any type of equipments in ATM cabin installed by the bidder
4.	Video/Camera analytics using AI or any facility, which should be able to detect any person entering ATM room with covered face, face under mask and/or wearing helmet, carrying weapon/hammers etc.

5.	Alert in case of fire/abnormal heat, smoke, in the ATM premises / adjoining portion of Branch premises in case of Onsite ATMs, wherever, due to structure & lay-out, such overlaps occur
6.	To deter theft, burglary and vandalism & any other unwanted activities in ATM premises/e-Lobbies etc.
7.	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, 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 24 hrs basis. (Motion based monitoring throughout the day using video analytics or PIR sensor)
8.	Video Verification by viewing images and video of site on above event.
9.	Minimum front line staff for monitoring in command centre should be in the ratio of 1 staff per 100-200 sites exclusively for PNB.
10.	Storing of Images and Video for Verification (120 days) locally as well on cloud. Images and Video footages related to any incident detected/deterred should be stored beyond 120 days and till the closure of the case. (Should be able to store for higher period in case of future administrative/regulatory requirements).
11.	To provide images and video footages for the disputed ATM transactions. To store the images and video till the dispute is resolved. Video footages related to unsuccessful/disputed/fraudulent transaction will be flagged by bank and should be stored till the closure/resolution of case or 15 months from the date of flagging. Vendor to provide dashboard for flagging of such transaction footages individually and by using bulk upload method.
12.	The time stamping & ATM transaction stamping should be available on all images and video footages.
13.	The Centrally Monitored e-Surveillance System/ Solution vendor will be solely responsible to provide such information or footages or images or reports to the police or other regulatory authorities at the request/instruction of the Bank. Suitable penalty will be applicable in case of failure to provide requisite footages.
14.	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 center. Pre-recorded message of minimum 60 seconds should be played to deter any theft/burglary or any suspicious activity.
15.	Installations of panic button at ATM site.
16.	To use siren/hooter to scare away the culprits if they do not respond to 2-way communications.
17.	Bank 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.

18.	Storing of ticket related notes of conversation with various parties for 120 days. Storing of suspicious/criminal events beyond 120 days, till the closure of the case and submission of reports to Bank authorities.
19.	SMS and Emails to bank official at Branches/Circles/ Zones/HO on receiving an alert as per mutually agreed procedure. This disposition may be altered as per Bank requirement in future. Instant Alerts on Mobile App is also to be provided.
20.	Telephone Escalation to related parties on continuation of crime/in case of Fire/Smoke. To contact local police authorities or local fire station.
21.	Providing mutually agreed reports and bidder is under obligation to provide audio-video footage as per the requirement of the bank. Bank may ask to provide any report as and when required and bidder should be capable of developing the same at no extra cost to the bank.
22.	The offered system should have various reporting capabilities such as e-Surveillance system down report, system health check report, ATM-wise alert reports, ticket transaction reports, Mains/UPS power cut reports, chest door open report, hood open report, housekeeping attendant report, CRA attendance report and connectivity/ link uptime report etc.
23.	Twice a day video housekeeping to know the clean/unclean status of the site.
24.	All functionalities given in functional specification to be provided. Technical/ Functional Specification of the Centrally Monitored e-Surveillance Solution is as per Annexure
25.	To implement the offered System as per the technical/ functional specifications given in the RFP document.
26.	<p>The Bank may shift or renovate its ATMs during the contract period. In these cases, the bidder must shift/re-install the same/new equipment at the new/existing location. Vendor to bear the cost of such shiftings and reinstallations.</p> <p>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.</p> <p>Deinstallation / Dismantling of any esurveillance equipments from the site will be done without any additional cost to the Bank.</p>
27.	During the period 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.
28.	During the period of the contract, if any additional sensor is required to be installed, the vendor will install the same without any extra cost.
29.	To generate the alert in case of Fire/Smoke and to switch on/off Mains and Ups power.

31.	To maintain the database by mapping the ATM IDs with e-Surveillance site ID. In case of any mismatch, to co-ordinate with the Circle/Zonal authorities for necessary reconciliation.
32.	All the live feeds of the sites, such as CCTV status, health status of installed sensors, equipment installed at ATM site shall be integrated and available at the centralized dashboard maintained within the Bank.
33.	Continuous connectivity between the Command Centre and the ATM site by implementing the solution of multiple SIM connectivity, with broadband/4G/5G or any higher connectivity wherever available. Connectivity with minimum two SIMs functioning simultaneously and scalable up to 3 SIMS. Communication equipments 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
34.	All the sensors should be wireless. All wirings must be concealed and not accessible to an outsider. If any equipment loses its connection with the command center, command center should be able to identify the same within maximum 2 minutes.
35.	To install the public announcement system, to play the pre-recorded message at ATM site as per requirement of the Bank, e.g., not to divulge the pin information.
36.	To detect and deter a person wearing helmet, covering/masking the face, trying to carry out any unauthorized or suspicious activity. The command center should warn the person to remove helmet, mask, etc.
37.	To manage the crowding in the ATM site. If more than designated persons are present at ATM sites, appropriate announcements should be made and appropriate action to be initiated to control the situation.
38.	To detect the loitering inside the ATM lobby and initiate appropriate actions to deter the same.
39.	To detect and deter the activity of installing skimmer/cloning devices and hidden camera, external trays/dispensers/devices at ATM machines as well as site.
40.	To detect any kind of tampering with the equipment installed at ATM site.
41.	<p>The proposed system should have the capability to detect the Exceptional / unwarranted activities through various wireless sensors such as:</p> <ul style="list-style-type: none"> <li>a. Thermal Sensor</li> <li>b. Removal Detector,</li> <li>c. Vibration Sensor,</li> <li>d. Tilt Sensor,</li> <li>e. Motion Sensor,</li> <li>f. Smoke Sensor</li> </ul>
42.	Any financial loss due to mishappening / unwanted event at the sites that is not captured/detected, alerted by the solution or no suitable action is taken after alert generation would be passed on to the vendor and will be recovered from vendor.

43	Capability to remotely control the shutter of the ATM room between a specific time for opening and closing the ATM shutters. Bank can also use this facility at any point of time other than the schedule time. The working hours of the ATM site and the full address of the nearest Bank ATM must be displayed /painted at the closed shutter or at any place clearly visible to the customers. Any changes in the working hours of the ATM site or the address of the nearest Bank ATM to be done without any cost to the Bank. Selected bidders to carry on PoC of auto shutter closing/opening and the same will be implemented once the functionality is successfully and satisfactorily tested. Till that time, shutter closing/opening has been incorporated under the Scope of Work under Maintenance related activities.
44	The closing of Shutter to be accompanied by Flashing Lights and a Voice message that announces "ATTENTION: This Shutter is Closing" in three languages(English, Hindi and local vernacular language)
45	Photo Cell Sensor at the entrance to stop the shutter from closing if anyone enters by mistake at the time of Closing. The shutter will stop as it is. (If it goes up the customer may try to do a transaction) so programmed to stop not to go up.
46	Shutter not to close, if someone is inside the ATM room and performing any transaction, reminders for shutter closing to be repeated for 1 minute through 2-way communication system and then retry the shutter closing process. System should wait for the customer to complete the transaction and will retry the shutter closing process once customer leaves the ATM site.
47	Exit switch to open shutter from the inside. In case a genuine customer is locked inside the ATM room, the command center should be able to examine the situation and act accordingly and help the customer to leave the place by opening the shutter from their end.
48	Option of manual opening/closing of shutters. Proper care should be taken so that electric current does not leak to the shutter posing danger to general public. Devices and motors with standardization should be used.
49	Capability to detect forceful opening of shutter/ cutting/breaking/damaging of shutter by any means and take the appropriate action to prevent the same.
50	The equipment to control the shutters should be able to control the existing shutters installed at ATM sites. In no case, bank will replace the shutters except where the existing shutters are not functioning, after due inspection.
51	If the shutter is faulty before implementation of e-Surveillance solution, the repairing/maintenance cost will be borne by the Bank. Once the solution is implemented, the maintenance/repairing cost of the shutter are to be borne by the e-Surveillance vendor.
52	Separate power back up for the process related to shutter closing and opening, in order to ensure that process of Automatic shutter closing and opening should not be hampered in case of power failure.
53	Preventive maintenance of all the equipment covered under this scope to be carried out quarterly and a mobile application to be developed to submit the PM report to the concerned Circle/Zonal authorities and the same to be linked with the real-time dashboard.

54	For any new feature of e-Surveillance which is not available under existing e-Surveillance sites, Vendors need to carry out PoC at their own cost.
55	Any device/sensor installed at ATM machine and ATM site should not damage the Bank's installed system. Any loss arising out of such instances will be recovered from the vendor.
56	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.
57	The switch over from Primary Command Centre to DR command center should be within 30 minutes.
58	Capability to instantly detect the disconnection of Alarm Panel at ATM site, (such as wire cut, etc.) or disconnection of any of the critical sensor from Alarm Panel, and initiate appropriate and corrective actions to detect the reason of disconnection and in the event of occurring of any crime, escalation to the related parties (Police authorities/QRT/Bank Officials), to deter/prevent the crime.
59	Capability to instantly detect the disconnection of CCTV from the Command Centre or non-recording of Videos and images locally & on cloud at the ATM site or video loss/blacking out/masking the CCTV by any miscreant, and to take appropriate action in case of occurrence of any of the case mentioned as above.
60	Capability to instantly detect if view of the camera/Camera angles has been deviated as per original installations and to initiate appropriate action.
61	The bank may require the Command Centre to inform the Bank's ATM Switch Centre to cease the operations at a suspected ATM site, in case any suspicious activity is detected by the Command Centre.
62	Capable of preventing the malware attack on the hosted network/data center.
63	Capability to record attendance of authorized officials visiting the ATM sites, such as: a) Housekeeping, b) Circle IT official, c) FLM engineer, d) QRT personnel, e) Other technicians, etc.
64	An alert ticket must be raised if Hood door is opened at any time of the day and whole activity should be recorded as a continuous video.
65	At the time of cash replenishment, CRA team to call the command center of bidder to remotely open/close the shutter at the site.
66	Whole system of auto shutter closing/opening to be kept inactive 24x7 except when the shutters are to be closed or opened automatically. This to be done to avoid the risk of leakage of electric current through shutters.
67	A notice prepared elegantly (shall be approved by the Bank) to the effect that the site is under electronic surveillance shall be displayed on the front door of the ATM site.
68	24 * 7* 365 days per year, online support facility
69	Escalation process should be in place for unresolved issues
70	Bidder support staff should be well trained to effectively handle queries raised by the Bank customer / employees etc.
71	Bidder should have ability to generate MIS reports periodically for example: Volume of calls / per day, resolution % per day etc
72	Based on number of call request per day, the help desk should be manned with adequate number of persons dedicated to work for the Bank.

73	Compliance with Bank's IS Security policy
74	Responsibilities for data and application privacy and confidentiality
75	Responsibilities on system and software access control and administration
76	Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor
77	Physical Security of the facilities; & Physical and logical separation from other customers of the Vendor
78	Incident response and reporting procedures
79	Compliance to Password Policy of the Bank
80	Data Encryption/Protection requirement of the Bank
81	Installation of a GPS device at the ATM site which will provide the latitude and longitude of the site at real time, which will be useful for Bank Finder App/Websites.
82	<p>Bank will require one resource to be Posted/Stationed at Bank Head Office with company provided Laptop for any co-ordination, support, reporting, reconciling database, extracting video footages etc., at no Extra Cost to Bank.</p> <p>Bank will also require one resource to be Posted/Stationed at Bank's Zonal Offices as above with no extra cost.</p>
83	<p>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:</p> <ul style="list-style-type: none"> <li>i) Video housekeeping.</li> <li>ii) Camera health check-up</li> <li>iii) HDD health check-up</li> <li>iv) Sensor/ Detector health check-up.</li> </ul>
84	24*7 eyeball monitoring for the sites identified by Bank
85	Any site can be added for eyeball monitoring or downgraded to normal event based monitoring based on Bank requirements
86	Bidder has to install sufficient number of Cameras at each site (ATMs/E-Lobbies etc.). In case the no. of cameras is found to be insufficient, the same is to be installed without any extra cost to the Bank.
87	If any ATM site is closed by the Bank then the vendor will arrange to de-install the equipments installed for E Surveillance Monitoring within 10 days from the date of receipt of communication from bank. Bank will give one month's notice in such cases.
88	The software developed or customized should follow a standard development process to ensure that it meets functional, security, performance and regulatory requirements of the Bank.
89	<p>The Bidder to comply with the Bank's IS Security policy in key concern areas relevant to the RFP. Some of the key areas are as under-</p> <ul style="list-style-type: none"> <li>• Responsibilities for data and application privacy and confidentiality.</li> <li>• Responsibilities on system and software access control and administration.</li> </ul>

	<ul style="list-style-type: none"> <li>• Custodian responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the vendor.</li> <li>• Physical Security of the facilities.</li> <li>• Physical and logical separation from other customers of the vendor.</li> <li>• Incident reports and reporting procedures.</li> <li>• Password policy of the Bank.</li> <li>• Data encryption/ protection requirement of the Bank.</li> <li>• Storage of all data (videos, audios, log etc.) should be stored at the Vendor's location complying with the RBI and Bank's IS Security Policy.</li> <li>• In case of replacement/disposal of any storage media, bidder has to ensure that the media is properly degaussed before being disposed to rule out any possibility of data being misused and such certificate are to be submitted within 15 days</li> </ul> <p>Relevant portion of IS Security policy to meet the Security requirement of the Bank will be shared with the successful bidder for compliance.</p>								
90	Bidder has to provide access to its services/location (of Central E-Surveillance Setup)/servers/data storage etc. for RBI/Statutory/Bank auditors and other regulatory bodies as and when required								
91	Bidder must comply with the parameter on security control as per Annexure- XXVI								
<b>B</b>	<b>Services of Quick Response Team (QRT) for Attending the Incidents</b>								
1	To attend the site within reasonable time in case of any suspicious/untoward incident								
2	<p>QRT to be available at the site within specified time of reporting of the incident at Command Center as under :</p> <table> <tr> <td>Metro</td><td>- 15 minutes</td></tr> <tr> <td>Urban</td><td>- 15 to 20 minutes</td></tr> <tr> <td>Semi-Urban</td><td>- 20 to 30 minutes</td></tr> <tr> <td>Rural</td><td>- 30 to 40 minutes</td></tr> </table>	Metro	- 15 minutes	Urban	- 15 to 20 minutes	Semi-Urban	- 20 to 30 minutes	Rural	- 30 to 40 minutes
Metro	- 15 minutes								
Urban	- 15 to 20 minutes								
Semi-Urban	- 20 to 30 minutes								
Rural	- 30 to 40 minutes								
3	QRT to be located through GPS device.								
4	To take adequate/reasonable steps to deter the incident/crime, including lodging of FIR.								
5	To call and co-ordinate with local police authorities, Fire Brigade and Bank officials.								
6	To support the Bank/Law enforcement agencies in case of any incident occurred at ATM site.								
7	QRT should have professional knowledge of e-Surveillance system and should not be changed on frequent basis from their duties.								
<b>C</b>	<b>Maintenance Activities at ATM Sites</b>								



1	To maintain the site for its cleanliness and upkeep of equipment and installations.
2	To visit the ATM site four times a day to maintain the cleanliness at ATM room along with all the equipment. Every visit to the ATM site should be recorded electronically through mobile based applications and the same should be available along with the CCTV footage for audit by the bank officials up to a period of 3 months.
3	Pest Control once in every quarter and should be reported to the Bank through mobile based application.
4	To keep a check on the health of the equipment/sensors and if required, necessary steps to be taken to ensure that the same is replaced/repaired/rectified within a maximum period of 24 hours from the time of fault occurrence.
5	The Bank may also use the services of maintenance team to manage and maintain the Bank notice boards displayed at ATM site.
6	To report the unusual/unauthorized activity at the ATM site.
7	To close and open the shutter at the specific sites at the scheduled hours.
<b>D</b>	<b>Energy/Power Management Module</b>
1	To manage power consumption and keep a check on power and other equipment, such as UPS, battery, etc.
2	To monitor the status of Signage, Air Conditioners and lightings in the ATM room, to control the same by switch off/on from the Command Centre as per the specified schedule. The Bank may use this solution for any other site control measures also.
3	To monitor the status of Heaters (wherever installed) in the ATM room, to control the same by switch off/on from the Command Centre as per the specified schedule. The Bank may use this solution for any other site control measures also.
4	To monitor and control the temperature at the ATM site by remotely controlling the Air Conditioners (ACs). To switch off/on the ACs based on weather condition or depending upon day/night situation. To switch off/on the ACs when temperature goes below the minimum or above the maximum temperature according to geographical area or as per the instructions from Circle authorities
5	AC operations to be stopped if ATM door is found to be continuous opened.
6	ACs to be protected in case of low/high voltages.
7	The vendor should be able to identify if the AC is not switched on even after executing the 'switch on' command and it should be able to send SMS/e-mail to designated persons in case of such failures.
8	Alert to be generated when the temperature goes extraordinarily high/low at the ATM site.
9	To monitor the status of the Mains and UPS power and to switch on/off the Mains and UPS power, if required.
10	To monitor the health status of the batteries of UPS
11	To keep a check on the earthing voltage to save the equipment installed at ATM sites.
12	UPS Battery charge percentage should be monitored and Alert should be generated on low battery.

13	The solution should be able to measure and record Input & output Voltage, Input & Output Current, Input & Output Frequency, Battery Voltage UPS.
14	The solution should have the capability to identify the failure of the commands executed automatically or manually from the command center, in order to initiate any of the services under Energy/Power Management solution. E.g., AC/Signage/lightings could not be switched off/on, in such cases system should have the capability to communicate the same through SMS/Email to the designated person.
15	Any new monitoring tool or report relevant to monitoring or efficiency enhancement of the ATMs, its monitoring and higher deliverance can be added as per the requirements coming up or discovered in future and the bidder is bound to accept such requirements within the overall framework of the scope of the e-Surveillance services and within the cost or charges finalized as a result of this RFP.
<b>E</b>	<b>Web Portal with Dashboard and Mobile App</b>
1	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.
2	Web based portal and mobile based application should be capable to provide status of UP/down sites with individual equipment age wise
3	History of previous theft/burglary should be available in the portal and application
4	To provide real-time status of AC/UPS/Signage
5	To raise manual ticket for down sites or any equipments
6	To provide live view of sites in web portal which can change on rotational basis?
7	Customization of Software Application ( Web Portal and Mobile App) as per Bank's requirement
8	Capability to take the screen shots of the live images and video
9	To provide different type of reports in the portal
10	To develop any new feature in the dashboard at no extra cost to the bank.
11	<u>Incident Management/ Reporting System</u> : The possible incidents include vandalism, theft, fire, water leakage, misbehavior, 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- trail of all access/ actions. The reporting system should be comprehensive and should have graphical analytical reporting of all incidences.

12	<p>The selected bidders are required to provide the reports. Some of the indicative not exhaustive reports are as follows:</p> <ul style="list-style-type: none"> <li>• <u>System Uptime Report</u> Service Provider should provide uptime report of e-surveillance system to the Bank on (daily/weekly/monthly/quarterly).</li> <li>• <u>Incident Report</u> Service Provider should provide incident report for each incidence to the Bank on (daily/weekly/monthly/quarterly).</li> <li>• <u>Preventive Maintenance report</u> 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).</li> <li>• <u>Site Audit report</u> Service Provider should provide site audit report having details of all assets deployed by the Bank at site (Monthly).</li> <li>• <u>Reports to the MS Vendor</u> Service provider should provide reports as per the request of Bank to the respective MS Vendor who are managing the ATM sites for Bank</li> <li>• <u>Any other report as desired by bank</u> 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.</li> </ul>
13	To provide the live (real-time) view of the ATM sites to the dedicated users. Playing back capabilities of previous stored video footages both locally and from cloud.
14	To access the dashboard through Smart Phone Apps(Android / iOS / or any future mobile OS platform), Web portal & Windows App
15	To know the status of offline/online sites
16	To download the reports in mutually agreed formats.
17	To be able to provide the ATM related data, such as ATM ID, Location, Address, Contact details, etc. in the downloadable format as advised by the Bank.
18	To know the health status of the all the installed sensors and equipment, such as 2-way communication system, hooter, CCTV, HDD, IOT Panel, all the installed sensors, etc.
20	Availability of Penalty, Payment & Uptime Dashboard. To be able to generate the penalty calculation report, if required by the Bank. Billing module (automatic calculations of monthly bills) exclusively in web based portal. Capability to put remarks by bank officials.
21	Capability for lodging of request of footage retrieval. MIS on footages requested, retained / not retained. MIS on all footages purged & flagged.
22	To be able to integrate with the different systems of the Bank, such as Switch, ATM monitoring tool, etc., as per the Bank's requirement, at no extra cost to the Bank.

23	Capability to lodge the online complaint regarding the faulty equipment, faulty sensors, down/dismantled sites, unclean sites, shutter remaining opened/closed, signage boards/Air Conditioners/lightings not switched on/off, etc.
24	Capability to take the screen shots of the live images and video.
25	To monitor the ATM site live from any of the device as authorized to the Bank Official.
26	To show the live location of the site on Google map.
27	Every data related to ATM sites, should be available on both, i.e., bidder's portal as well as Bank's Centralized dashboard.
<b>F</b>	<b>Preventive Maintenance</b>
1	The Service Provider shall carry out preventive maintenance once in a quarter in consultations with Bank's team during the contract period. Preventive Maintenance will include replacement of worn-out parts, checking through diagnostic software etc
2	Worn out parts should be replaced/repared/rectified within a maximum period of 24 hours from the time of fault occurrence
3	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.
4	The Service Provider shall keep sufficient quantity of spares as stock during the contract period at their support office across the country
5	All the visits of Service Engineer along with FSR shall have to be recorded in Software Application along with schedule of PM visits.
<b>G</b>	<b>Maintenance / Upgrades</b>
1	SERVICE PROVIDER shall maintain and upgrade the Systems during the Contract Period so that the System shall, at all times during the contract Period, meet or exceed the specifications in the Project Documents and the performance requirements as set forth in the this Agreement. SERVICE PROVIDER shall, at no cost to the Bank, promptly correct any and all errors, deficiencies and defects in the Systems.
2	SERVICE PROVIDER shall have the operational maintenance obligations (eg. Central Monitoring Station, on-site installation and services, networking, telephone support, problem resolution, Reporting.)

***Note: Further Bank shall have the full discretion to avail any of the services enlisted in the scope of work. Bank, at its sole discretion, at any point of time, may avail or discontinue any of the services or increase / decrease the numbers of the sites during the period of contract by giving 15 days prior intimation to the bidder/s. In another words, Bank will not be obliged to accept all the works from the bidders at all the sites.***

**Other conditions:**

1. To supply of complete Hardware and Software as per specifications and requirements defined in RFP, commission, install, test, configure and maintenance of the required equipment/appliance/solution, at various locations identified by the Bank.
2. Configuration will include configuring the equipment as per Bank's requirements.
3. No right to employment in the Bank shall accrue or arise, at any point of time under this project.
4. A detailed agreement will be entered into with the vendor specifying deliverables, expected performance and penalties thereon for non-performances to the agreed level..
5. 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 vendor should provide solution and implementation for all the audit points raised by Bank's internal/external team during the contract period without any extra cost.
6. Obtaining of the Road permits or any other document for delivery of the material till Bank's premises will be the sole responsibility of the vendor. The vendor shall arrange road permit for locations applicable at no extra cost to the Bank. However, Bank will sign the necessary forms as purchaser, as per the requirements.
7. The bidder will provide the latest model available, if there is upward revision in the model offered, at no extra cost to the Bank.
8. The Bidder should specify any infrastructure requirements which need to be provided for commissioning and smooth functioning of the Solution.
9. The bidder will ensure seamless integration of all the supplied equipment for functioning of **existing** as well as new applications in consultation with OEM.
10. Bidder to do Proof-of-Concept (POC) to ascertain the quality and completeness of the installation.
11. The Bidder should have the Back to Back agreement with OEM during the entire contract period to ensure the smooth working and to achieve the highest uptime on the offered equipment& services. In case of failure of the Bidder, the OEM is required to finish the project as per the terms & conditions of this RFP. The bidder will be responsible for ensuring preventive maintenance.
12. The bidder should provide comprehensive support during the entire contract period for all equipment and required accessories, if any as per RFP by the Bank.
13. In case a product or part of the product (component) which has been quoted, is rendered out of sale during the contract period, a substitute of equivalent or higher capacity should be provided at the same cost/free of cost to the Bank in place of the original product given in the bidding document submitted by the successful bidder. The bidder shall inform the Bank well in advance, whenever OEM declares end of support of the relevant product during the contract period. Bank will have periodic review of technology. Successful bidder will supply the models approved as per technical aspects. In case any of the models becomes end of support during entire contract period, then Successful bidder will provide the latest model available at no extra cost to Bank without disruption in performance of services/applications.
14. The bidder should ensure the Return Material Authorization (RMA) support in case of supplied equipment fails. The replacement of faulty equipment should match the performance requirements of existing equipment or better. All the terms and conditions which are applicable to faulty equipment will also applicable to the replacement equipment.

15. Successful bidder shall provide all technical specifications, all necessary entitlements, papers of license, etc. for both hardware and software of all equipment covered in this RFP to the Bank.
16. The successful bidder including OEM will be required to submit an undertaking before signoff, explicitly stating their commitment to provide full technical, spares, operational and maintenance support to Bank during the contract period.
17. As per Bank's requirement, the successful bidder will arrange for team of experts for the solution from OEM to carry out trouble shooting if required, at the time of proof of concept and at the time of installation or in case of any issues with the installed devices in coordination with the Bank.
18. The successful bidder has to take over the existing sites for e-Surveillance if required by Bank.
19. Bank may conduct the Proof of Concept (POC) during or after technical evaluation in an extensive manner at specified locations of the Bank, to verify that the selected model conforms to all technical specifications mentioned in the RFP.
20. If there is any gap in interpretation of Bank's requirement and bidder/OEM understanding for proposed solution, it will be the responsibility of Bidder/OEM to fill up the gap on time without any extra cost to Bank during implementation/currency of Project.
21. The Bank reserves the right to shift the equipment/appliance/solution to a suitable location depending upon the need. The Bidder will arrange to uninstall, shift the equipment, re-install, configure and commission the same at the shifted location and making the entire system operational without any additional cost to Bank.

## Certificate for withdrawal of services

Ref: RFP No.

dated: /Jan/2021.

### **Procurement of Comprehensive Centrally Monitored Electronic Surveillance Solution for ATM sites/e-lobbies on Opex model**

We refer to the captioned RFP issued by Punjab National Bank (PNB) in which we,  
\_\_\_\_\_ have participated as a bidder.

2. In terms of the Provisions of the captioned RFP, any of the services mentioned under the Scope of Work (Annexure XXIV of RFP) can be withdrawn, fully or partially, by PNB by giving a notice of 60 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 PNB to withdraw any service at any time during the contract period with the mandated 60 days'notice.

3. 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

(Signature)

(In the capacity of)

Duly authorized signatory on behalf of

\_\_\_\_\_

Seal of the Company

## 14. PENALTY CLAUSE

Penalties will be levied as per the terms described as under

### 14.1 Penalty For delay in supply and installation-

The complete e-Surveillance system should be delivered and installed and made operational at all the identified sites within 45 days of issuance of purchase order. However, a weekly monitoring of installation would be done after a lead time of 21 days. Sites not covered in given timeline would attract a penalty at the rate of Rs.1000 (Rs. One Thousand only) per week per site (starting from completion of the above stated 45 days).

The maximum penalty **would not exceed 50% of the aggregate monthly charges payable** to vendor for all sites for a particular month. Beyond this, Bank shall have the option of cancelling the orders and / or invoking Bank Guarantee, with a thirty days' notice, unless delay is due to Bank's dependency or reasons beyond control of both Bidder/Bank.

In case of invoking of the Performance Bank Guarantee, the vendor would be Black listed for appearing in any future RFP process of the Bank and the data would also be shared with the IBA and RBI.

### 14.2 Penalty for Operational Deficiency –

**14.2.1** In case e-Surveillance System for ATMs is non-functional then the penalty will be applied as per below –

Total duration for which the system is Non-Functional (fully/partially) in a month	Penalty Percentage of Monthly Rentals per site
>1 hrs to <=4 hrs	20%
>4 hrs to <=8 hrs	30%
>8 hrs to <=16 hrs	40%
>16 hrs to <=24 hrs	50%
>24 hrs to <= 48 hrs	75%
Beyond 2 days	100%

**14.2.2** In case any of the equipments installed at the site is Non-operational –

Equipment	Duration for which the e-Surveillance equipment is Non- Functional in a day	Penalty per equipment per site per day (in Rs.)



Camera, Sensors, 2-Way Audio System, Hooter, Battery Backup of Panel	>1 hrs to <=4 hrs	300
	>4 hrs to <=8 hrs	400
	>8 hrs to <=16 hrs	500
	>16 hrs to <=24 hrs	600
	Beyond 24 hrs	700

**14.2.3 In case the ticket request defined in the SOP is not followed when a ticket is generated** – Inactivity/inaction of the command center as per the process defined in SOP will attract a penalty of Rs. 500/- per incidence. Further any loss to the Bank's asset due to such negligence will be borne by the service provider only.

**14.2.4 In case of failure to detect and escalate about cleanliness and upkeep of the site through video surveillance**– in case of failure to detect and report issue with maintenance of the site a penalty of Rs.250/- per incidence per site will be applicable.

**14.2.5 In case of delay in reaching the site by QRT at the time of incidence** – in case of an incident if the QRT does not reach the site in the time frame as defined in the RFP, a penalty of Rs.500/- per incidence will be applicable except for the cases where site is inaccessible on account of unforeseen circumstances like bandhs, civil commotion, floods, earthquakes, etc.

**14.2.6 In case of non-reporting or delay in reporting of the health status report to the MS Service provider**– in case the health status or downtime of AC/ UPS/ Signage is not reported to the MS Service provider a penalty of Rs.200 per incidence per site will be applicable.

**14.2.7 In case of delay on opening and closing the shutter**– in case of delay in opening and closing the shutter as per predefined time a penalty of Rs. 500 per incidence per site will be applicable.

Over and above the above mentioned penalty clauses Bank shall have the option of cancelling the orders and / or invoking Bank Guarantee, with a 30 days' notice, unless delay/ non-performance is due to Bank's dependency or reasons beyond control of both Service Provider/Bank.

In case of invoking of the Performance Bank Guarantee, the service provider would be Black listed for appearing in any future RFP process of the Bank and the data would also be shared with the IBA and RBI.

### **14.3 Penalties FOR Non-maintenance of Sites –**

#### **Penalties FOR Negligence on the part of the Vendor –**

If there is any loss to the ATM machine/ or other assets due to negligence on part of the e- Surveillance Bidder/ their Quick Response Team/ their Roaming service facilitators, vendor shall be held liable for the same & Bank shall recover the same from the Bidder.

The penalties referred in clause 14 above may be recovered from the future payments and /or by invoking the performance Bank guarantee.

If the successful bidder fails to complete the due performance as per this Agreement, BANK reserves the right to terminate the contract and recover Liquidated Damages **maximum 10% of contract value**.

Both the above Penalty and Liquidated Damages are independent of each other and applicable separately and concurrently.

The Penalty and Liquidated Damages are not applicable in case the delay is for reasons attributable to the BANK and Force Majeure. However it is the responsibility of the successful bidder to prove that the delay is attributed to BANK and Force Majeure to the satisfaction of Bank.

The decision taken by BANK in this regard shall be final and successful bidder shall not dispute the same.

If the successful bidder fails to perform its obligation as per this Agreement then BANK reserves the right to get the balance work executed by another service provider as per choice of BANK and successful bidder shall be liable to bear the expenditure which BANK may incur for the execution of balance work and its completion.

#### **14.4 Penalty for Non Submission of CCTV Footage**

Flat Rs.10,000/-(Rupees Ten Thousand only) per incident for non-submission of CCTV footage or the penalty imposed on Bank by Ombudsman/RBI/Court/Regulatory bodies whichever is higher.

#### **14.5 Penalty for Damaging Bank's Asset**

Any damages to the Bank's assets due to negligence of services provider will be recovered on actual basis from the bills payable to bidder.

If the **SERVICE PROVIDER** fails to complete the due performance of the contract in accordance to the specifications and conditions agreed during the final contract negotiation, the Bank reserves the right either to cancel the contract or to accept performance already made by the SERVICE PROVIDER. The Bank reserves the right to recover an amount as deemed reasonable, as Liquidated Damages for non-performance.

Both the Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently.

Penalty and Liquidated Damages are not applicable for reasons attributable to the Bank and Force Majeure.

**14.6.** If however, there are recurrent instances where Bank had to resort to penalty of 50% regularly, Bank at its absolute discretion may cancel engagement / orders for a particular location / Circle / Zone / Bank as a whole and would ask the vendor to remove its equipment within 30 days from such site/s. Bank may place order to the other empanelled vendors for such locations. The decision of the Bank will be final and binding on the vendor and the vendor will have no recourse in such cases. The Cancellation of the orders as such would be within the purview of that particular Circle Office / Zonal Office under which the said ATMs are installed.

**14.7.** Beyond this bank shall also have the option of cancelling the orders/ or invoking Bank Guarantee unless delay is on part of the bank or reasons beyond control of both bidder/bank.

**14.8.** If there is any loss to the ATM machine/ or other assets due to negligence on part of the bidder, he shall be held liable for the same & Bank shall recover the same from the bidder.

The penalties referred in clause 14 above may be recovered from the future rentals and /or by invoking the performance bank guarantee.

#### **14.9 Uptime**

The selected bidder shall guarantee an uptime of **99.00%** for the hardware equipment & solution provided which shall be calculated on monthly basis.

The **Uptime** is equal to total contracted hours in a month less downtime. The Downtime is the time between the time of report by the Bank and time of restoration of service within the contracted hours. "**Restoration**" is the condition when the selected bidder demonstrates that the solution is in working order and the Bank acknowledges the same. For SLA purpose a quarter will be treated as 90 days. If the bidder fails to maintain guaranteed uptime on quarterly basis, Bank shall impose penalty. If the uptime is below **90%**, the Bank shall have full right to terminate the contract under this RFP.

Once go live of application, the services should be available on **365X24x7** basis and hence any technical problem should be resolved as per the response Time Matrix given below.

<b>Sl. No.</b>	<b>Severity</b>	<b>Severity Description Support for Software Solution</b>	<b>Response Time</b>	<b>Resolution Time</b>
1	Severity 1	If the call is pertaining to complete disruption of services resulting in non-functioning of application / Solution. The operation is mission critical due to major disruption.	Within 30 Min of call reported.	Within 2 Hrs. of call reported
2	Severity 2	The issue is severe in nature but services are available with restricted operations and some manageable workarounds.	Within 30 Min of call reported	Within 3 Hrs. of call reported.
3	Severity 3	Minor loss of service and the impact of the issue could be minor in nature which may require some workaround to bring the normal functioning.	Within 30 Min of call reported	Within 4 Hrs. of call reported.

Functionality of automated tickets raising with severity level should be there in the solution of the Bidder and on resolution of issue raised against individual the tickets, system should close the corresponding tickets. Bidder is expected to respond and resolve issue within prescribed time frame based on the severity description decided by Bank mentioned above and needs to strictly adhere to Server Level Agreement (SLA).

## PARAMETERS REGARDING SECURITY CONTROLS

S. No.	Required Controls	Mandatory	Compliance (Yes/No)
1	Whether Bidder has information security policy in place with periodic review	Yes	
2	Whether Bidder has operational processes with periodic review in following areas: a) Business continuity management b) Backup Management c) Desktop/ system/ server/ network device hardening with baseline controls d) Patch management e) Port management f) Media movement g) Log management h) Personnel security i) Physical security j) Internal security assessment processes	Yes	
3	Whether Bidder has instituted proper documented change management process	Yes	
4	Whether Bidder has proper documented policy and process of incident management/ response	Yes	
5	Whether Bidder's IT environment is suitably protected from external threats by way of firewall, WAF, IDS/IPS, AD, AV, NAC, DLP etc.	Yes	
6	Whether Bidder has approved process for implementing rules on firewalls in its environment and the same are followed.	Yes	
7	Whether Bidder monitors firewall rule position regularly for presence of any vulnerable open port or any-any rule.	Yes	
8	Whether Bidder has captive SOC or managed service SOC for monitoring their system and operations.	Yes	
9	Whether Bidder's environment is segregated into militarized zone (MZ) and demilitarized zone (DMZ) separated by firewall, where any access from an external entity is permitted through DMZ only.	Yes	
10	Whether Bidder has deployed secure production, disaster recovery and testing environment for their application.	Yes	
11	Bidder to confirm that no internet access is permitted on internal servers, database servers etc.	Yes	

12	Whether the Bidder has a dedicated information security team independent of IT, reporting directly to MD/CIO for conducting security related functions & operations.	Yes	
13	Bidder will engage CERT-IN empanelled ISSPs for ensuring security posture of their application.	Yes	
14	Whether quarterly vulnerability assessment and penetration testing is being done by the Bidder for its IT infrastructure.	Yes	
15	Whether suitable security certification (ISO, PCI-DSS etc.) of the security posture at Bidders IT environment are in place.	Yes	
16	While sharing the data, whether Bidder is agreeable to encrypt the same as per industry best standards with robust key management.	Yes	
17	Whether Bidder is agreeable to completely erase the data after processing at their end, if so permitted to be stored.	Yes	
18	Whether Bidder is agreeable to store the data with encryption (Data at rest encryption), if storing is permitted in RFP.	Yes	
19	Whether Bidder is agreeable to get the data storage technology (Servers /Public Cloud/ Tapes etc.) appropriately reviewed by the Bank.	Yes	
20	Bidder to confirm that it will not share the Bank's data to any other party for any purpose without prior permission of the Bank.	Yes	
21	Whether Bidder is willing to put in place a system of obtaining approval from the Bank before carrying out any changes in their environment.	Yes	
22	Bidder to confirm that it will not take any crucial decisions on behalf of the Bank without written approval from the Bank.	Yes	
23	Whether Bidder is willing to implement an efficient and sufficient preventive controls to protect the Bank's interests against any damage under section 43 of IT Act.	Yes	
24	Whether Bidder is agreeable to provide the process by which segregation of user accounts, database, backup, application admin and support account activities is achieved.	Yes	
25	Whether the Bidder is agreeable to store the archived data in a manner that it will not be available over internet in any case and will have restricted access.	Yes	

26	If required by the Bank, whether the Bidder is willing to use Competent Authority (CA) approved digital signing for non-repudiation purpose.	Yes	
27	Whether Bidder is willing to purge the post archival data regularly and report the same to the Bank.	Yes	
28	Whether controls have been put in place for PKE keys, if stored locally for providing access to privileged user access only.	Yes	
29	Whether bidder is having system in place for proper log generation, storage, management and analysis?	Yes	
30	Whether bidder is maintaining all Web, Application, DB, Configuration and User access logs for forensic readiness?	Yes	
31	Whether bidder is maintaining logs for privileged access to their critical systems?	Yes	
32	Bidder is required to store data on cloud in India only. Bidder to submit compliance certificate from auditor yearly.	Yes	

## Checklist

Sl. No.	Particulars	Submitted (Yes/No)	Page
1.	Proof of Payment of RFP Cost		
2.	Proof of EMD Declaration		
3.	Terms and Conditions (Annexure-I)		
4.	Undertaking By The Bidder (Annexure-II)		
5.	Compliance To Eligibility Criteria (Annexure III)		
6.	Bidders Information (Annexure-IV)		
7.	Compliance Statement (Annexure-V)		
8.	Performance certificate(Annexure-VI)		
9.	Litigation Certificate (Annexure – VII)		
10.	Undertaking For Non- Blacklisted(Annexure – VIII)		
11.	Turnover Certificate by CA(Annexure-IX)		
12.	Manufacturer's Authorization Form (MAF) (Annexure-Xa) (In case Bidder is not OEM)		
13.	Undertaking for being the OEM of the offered Solution/Appliance (Annexure-Xb) (In case Bidder is OEM)		
14.	Technical Specifications of the Solution (Annexure – XI)		
15.	Certificate of Incorporation		
16.	Audited Balance Sheets & Profit & Loss Statements		
17.	Integrity Pact (Annexure – XIII)		
18.	UNDERTAKING FOR HAVING SERVICE SUPPORT CENTER & SPARE WAREHOUSES/ LOGISTIC CENTERS IN INDIA (Annexure – XV)		
19.	Complete Bill of Material (BOM) (Both hardware & Software)(Annexure – XVI)		
20.	Undertaking for Labour Law Compliance (Annexure – XVII)		
21.	Escalation Matrix Both OEM & Bidder(Annexure-XVIII)		
22.	Certificate regarding RFP for Comprehensive Centrally Monitored e-Surveillance System for ATMs/E-Lobbies (ANNEXURE- XIX(a)) : (to be provided on letter head Each OEM)		
23.	Certificate regarding RFP for Comprehensive Centrally Monitored e-Surveillance System for ATMs/E-Lobbies (ANNEXURE- XIX(b)) : (to be provided on letter head by Bidder)		
24.	DRAFT SLA (Annexure-XX)		
25.	Certificate of Local Content (Annexure- XXI)		
26.	Certificate for Tenders for Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017 (Annexure-XXII)		



27.	Scope of Work (Annexure-XXIII)		
28.	Undertaking for Withdrawal of Services (Annexure-XXIV)		
29.	Penalty Clause(Annexure-XXV)		
30.	Parameters for Security Controls(Annexure-XXVI)		
31.	Power of Attorney and Copy of Board Resolution		