

Punjab National Bank



REQUEST FOR PROPOSAL

**"FOR END TO END MANAGEMENT & PROCESSING
OF
ATM RECONCILIATION
&
CUSTOMER COMPLAINT
REDRESSAL"**

Digital Banking Division
Corporate Office, Plot No. 4, Sector 10,
Dwarka, New Delhi - 110 075
Tel: (011)- 43532201

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Important Clarifications:

1. 'Bank' means 'Punjab National Bank '
2. 'Successful Bidder' means the bidder who emerges successful after completion of technical and commercial evaluation of the bids submitted in response to this RFP.
3. 'RFP' or 'Tender' means the Request for Proposal document.
4. 'Recipient' or 'Respondent' or 'Bidder' means to whom the RFP document is issued by the Bank.
5. 'Offer' means response to RFP document submitted by Recipient to the Bank.

GENERAL TENDER DETAILS

Tender for		
1.	Date of commencement of Bidding Process.	25/09/2019
2.	Last date and time for receipt of queries from Successful Bidders for Clarifications	03/10/2019 up to 1700 Hrs
3.	Date of pre-bid meeting	05/10/2019 at 1600 Hrs
4.	Last date and time for sale of Bidding Documents	16/10/2019 up to 1600 Hrs
5.	Last date and time for Hash submission	16/10/2019 up to 1600 Hrs
6.	Time for submission of Technical supporting document	17/10/2019 up to 1700 Hrs
7.	Last date and time for online bid submission/Bid Re-Encryption	17/10/2019 up to 1600 Hrs
8.	Date and Time of Technical Bid Opening	21/10/2019 up to 1700 Hrs (Subject to Change)
9.	Place of opening of Bids	Punjab National Bank, Digital Banking Division, Corporate Head Office, Dwarka, New Delhi
10.	Address for communication	As above Tel:(011) / (011) 43532231
11.	Cost of RFP	Rs.10000/- (Ten thousand only)+GST Non-refundable in nature to be credited to our income account through NEFT. Proof of NEFT to be submitted at the time of physical bid submission. The account details are as follows: Account No. 0153002200175716 (16 digits) IFSC Code : PUNB0015300 Bank & Branch: Punjab National Bank, Sansad Marg, New Delhi -110 001. Imprest account – HO Digital Banking Division
12.	Earnest Money Deposit (EMD)	Rs.10 lacs (Rupees Ten Lacs only) in the form of BG/ NEFT valid for 6 months in favour of Punjab National Bank, Digital Banking Division payable at New Delhi. EMD should be enclosed in a separate sealed envelope and must be submitted with the Bid at the time of bid submission. Bids that are not accompanied with the EMD in a separate envelope super scribed as 'EMD' will not be considered. Bank's account details are as under if submitted through NEFT: Account No. 0153002200175716 (16 digits) IFSC Code : PUNB0015300 Bank & Branch: Punjab National Bank, Sansad Marg, New Delhi -110 001. Imprest account – HO Digital Banking Division
13.	Contact to Bidders	Interested Bidders are requested to send the e-mail to aditya@pnb.co.in , vijaya.sagar@pnb.co.in b.chowdhury@pnb.co.in

Note: Technical Bids will be opened online as well as in physical form but Commercial bid will be opened online only; Bidders may view the details through their terminal using their e-procurement [<https://etender.pnbnet.in/login>] registration login. Only technical supporting documents should be given in physical form. However, Commercial Bid should only be submitted online in our e-procurement system.

Covering letter of Bid

The Asstt General Manager

Digital Banking Division
Corporate Head Office
Dwarka- Sec-10
New Delhi

Sir,

Ref: Our bid for “End to end management and processing of ATM Reconciliation & Customer Complaints Redressal System”

We submit our Bid Document 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 Bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.

If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.

Bidder means the Successful Bidder who is decided and declared so after examination of commercial bids.

The names of successful bidder/s to whom the contract is finally awarded after the completion of second stage (Commercial Bid), shall be displayed on the Notice Board of the Bank at Punjab National Bank, Digital Banking Division, Corporate Head Office, Plot NO.4, Sector 10, Dwarka, New Delhi - 110075

Date: _____
Place: _____

Yours faithfully,

Signature of Authorized Signatory
Name of Signatory:
Designation:

Seal of Company

1. INTRODUCTION:

- 1.1 Punjab National Bank is one of the largest Public Sector Banks with more than 7500 Service Out-Lets (SOLs) located at more than 3500 centres all across India. PNB also has 5 sponsored Regional Rural Banks (RRBs) in the state of Bihar, Uttar Pradesh, Himachal Pradesh, Punjab and Haryana. The Bank is fully computerized and networked in order to achieve the effective and efficient customer services and Back office operations.
- 1.2 Punjab National Bank, hereinafter referred to as Bank invites technically complete and commercially competitive proposals from experienced and reputed Service Providers for providing **“End to end management and processing of ATM Reconciliation & Customer Complaints Redressal System”** in our Bank.
- 1.3 Bank has a large network of approx.9000 ATMs, more than 3.35 crores active debit cards and Approx 4 million transactions take place every day on our ATMs as well as through our debit cardholders on other Banks' ATMs. Bank is a member of National Financial Switch and all major international payment systems/interchanges. And total transactions(ATM/POS/UPI/IMPS/AEPS/BBPS/NCMC/WTC) are approx 70 million transactions. Onus transactions are 8.6 millions, Issuer transactions are 16.3 millions and UPI and other transactions are 49.7 millions.
- 1.4 This invitation of Bids is open to all Service Providers who have presence in India and who fulfil the minimum qualification criteria and who fully comply with all the requirements of Scope of Work as mentioned in the bid document.
- 1.5 The proposed solution of the bidder should be automated and be capable of implementation of transaction reconciliation, accounting and complaint acceptance, tracking & redressal mechanism for the transactions being done through our ATM network, by our Debit Cards holders, Point of Sale (POS), e-payment gateway, mobile wallet, and other such delivery channels being deployed by the Bank from time to time. The solution should be capable of being integrated with Bank's CBS System, through flat files or through APL. It should also be capable of being integrated with Bank's Corporate Data Warehouse, middleware solution and Bank's Call Centre system.
- 1.6 The service provider will be required to undertake reconciliation work of all ATMs and other channels of Alternate Delivery based transactions viz. POS/UPI/IMPS/AEPS/BBPS/NCMC/WTC. The service provider should have appropriate software and experienced & skilled manpower for the related jobs. The software to be offered by the service provider should be efficient and capable to handle huge volumes of transactions to be completed within the defined timelines as per established rules and mandates of various interchange networks under ATM Sharing arrangement as well as per guidelines issued from time to time by the regulatory and statutory authorities.
- 1.7 The project of reconciliation of transactions and complaint redressal has critical implications for ensuring satisfactory customer services and meeting all the guidelines of the regulatory bodies; therefore the bidders should be vastly experienced with a proven track record in this domain and will be required to submit certificates from at least 3 banks regarding satisfactory performance. Bank may visit the recon facilities of the clients to whom services being provided by the bidder.
- 1.8 **The Successful Bidder will set up requisite software, hardware and other applications at Bank's premises in Delhi to provide reconciliation, accounting and related services as per the Scope of Work mentioned in the RFP document. The Bidder should also make sure that their application should be capable of using API functionality as per the requirement of the Bank. The Bidder will also deploy experienced and skilled resources of minimum 120 numbers for 24*7 basis work along with team leaders to provide the services as per Scope of Work.**
- 1.9 **Bank is seeking solution initially for a period of 3 years, however, the same should be renewable after completion of 3 years for a further period up to 2 years on mutually agreed terms and costs if the Bank so desires.**

- 1.10 Present Setup of ATM Switch in the Bank: Bank presently has deployed IST EFT Switch Solution to drive its network of around 9000 ATMs of various makes and models of prominent ATM/ATM Recycler vendors. Bank is issuing, MasterCard, VISA& RuPay cards to its customers. The peak day volume for ATM transactions was around 25 lakh for the last financial year and is expected to grow substantially in next 5 years. Presently on an average, more than 615 Lakh transactions take place on our ATM Switch & other systems in a month which are required to be reconciled. Bank has its Data Center (DC) site at Delhi and Disaster Recovery (DR) site at Mumbai.

2. ELIGIBILITY CRITERIA:

Bidder has to provide compliance of Eligibility criteria as under:

Sl	Eligibility Criterion
2.1	Bidder should be an established Indian Company (incorporated in India under the Companies Act). Bidder to give certificate of incorporation or any other certificate of registration issued by Competent authority from Government of India.
2.2	The bidder should have positive net-worth in the last 3 consecutive years as per their audited balance sheets(Bidder must attach relevant documents i.e. copies of audited balance sheets, certificates from auditors, etc. to support financial claims)
2.3	Bidder should have a minimum turnover of Rs.10 Crores (Rupees Ten Crores) per year for the preceding two financial years from reconciliation activities (exclusively) .This must be the individual company's turnover participating in bidding process and not that of any group of Companies. Balance Sheet and Auditors' certificates to be provided in support of this clause.
2.4	Bidder should have at least 5 years of experience in handling Reconciliation activities in Banks In India at the time of submission of bids. Exact period of experience (Bank wise details) should be provided Bidder to submit copies of Certificates from Customer Banks as evidence.
2.5	Bidder should have provided Reconciliation & Accounting Services to a minimum of 3 Banks in India including at least one Public Sector Bank for a tenure of at least one year during the last 5 Years as on the date of submission of bids.
2.6	Bidder should have handled reconciliation work of minimum 3000 ATMs for any one Bank (public /Private) functioning in India with an average of daily minimum 8 lacs transactions.
2.7	The solution to be deployed for Reconciliation should be PA DSS/PCI DSS compliant. The PCI Compliance as per Industry standard is mandatory. Certificate to be attached in the Bid. The Bidder should be Payment Card Industry Data Security Standards (PCI DSS) compliant for Enabling the Bank to carry out PCI DSS certification of its infrastructure. The solution being Provided by the bidder should also be PA DSS Compliant. Necessary Certification/documents/undertakings should be provided by the bidders.
2.8	Bidder should not have had any unsuccessful implementations (Contract termination) for non-performance in ATM Reconciliation in any of the earlier contracts with any Bank during last 5 Years. A Self Certificate to this effect should be submitted by the bidder.
2.9	A company or its subsidiary/associates which is presently providing any ATM Managed Services or any Switch services to PNB at the time of submission of bid would not be eligible to participate in this RFP.
3.0	Vendor should be capable of end to end automated reconciliation including reconciliation of Cash in ATMs, GL and complaints resolution. The participant of the RFP should offer to do Reconciliation on T+1 basis and have the capability to reconciliation on real time basis.

Sl	Eligibility Criterion
3.1	Vendor should not have been disqualified on account of indulging in unethical business practices, a certificate to this effect be made available by the bidder from their existing clients/ Banks where they are involved in providing MS services/switch services/reconciliation activities.
3.2	Bidder should have a solution capable integrating with the Bank's Robotic Process Automation which is presently under implementation by the Bank.

3. SCOPE OF WORK Bidders to confirm compliance to all the points of this Clause 3 as well as "Detailed Scope of Work" attached at Annexure III of this document. A Technical Compliance Report to be provided by the bidders on the Performa given at Annexure IV

3.1 Expectations from the Bidder:

- 3.1.1 Bidder to have experience and capability for implementing and successfully running Reconciliation & Accounting, Settlement, Clearance and Chargeback solutions for large volumes of ATMs/ PoS /EComm./ BNA devices as well as transactions related to ATM/ PoS/ BNAs/ Debit Cards/Prepaid cards including WTC cards / E-Commerce / E - Wallets / Micro ATMs / Card to Card Transfer / Unified Payment Interface (UPI)/IMPS/IMT/BBPS/AEPS / NFC / Contactless Cards / Payment Gateway / Card Less ATM Transactions etc and other such mediums; taking place through Bank's existing EFT or any other Switch that Bank may acquire in future as well as through NPCI / MasterCard / VISA or other such standard interchanges / clearance houses; without any constraints on the number of devices/Transactions.
- 3.1.2 Successful Bidder will also be required to provide Reconciliation Services for Bank's subsidiaries (Domestic or International) & sponsored Regional Rural Banks (present & Future) connected to Bank's ATM Switch. (Bank has at present five sponsored Regional Rural Banks and subsidiaries in Nepal, Bhutan and some other foreign locations. The bidder would perform Recon functions for the entities which are routing transactions through Bank's Switch/s. Successful Bidder will handle all transactions which take place through Bank's ATM Switch pertaining to bank or its subsidiaries/RRBs)
- 3.1.3 Successful Bidder will operate from Bank's premises in Delhi.
- 3.1.4 Track record: The understanding and proficiency of the bidder and past record of satisfactory services will be a critical factor in selection.
- 3.1.5 Architecture: Bidder should provide details of architecture of the proposed solution containing complete details of specifications of components of proposed solution. (This information may be provided on Annexure "VI")
- 3.1.6 Data security and confidentiality: Successful Bidder to ensure no unwarranted, illegal, and fraudulent misuse of data shared by the Bank and Bidder to categorically indemnify the Bank against any losses that the Bank may suffer on account of any such fraudulent and illegal act by the Company or its employees
- 3.1.7 The Successful Bidder should have a fully established Business Continuity Plan in

Place and should have provision and capability to operate from Bank's Disaster Recovery (DR) Site in Belapur, Mumbai in case of need / exigency. And replication of data to be carried in Near Real time(max 30 minutes),RTO-4 Hours, RPO-30 Minutes and back up requirement as per the Bank's policy on daily interval.

3.1.8 The Software Solution to be deployed by the successful bidder should have flexibility and scalability for acceptance of changes in file structure of Bank's ATM Switch for implementing in the Solution in a time bound manner. The Bidder should also have capability to provide Reconciliation Services for any other ATM Switch that Bank may acquire in future. **(Pricing in case of any major upgrade only be examined on a case to case basis and decided accordingly)**

3.1.9 **Presently, Bank is reconciling its ATMs on End of Day + 1 days (EOD + 1) basis; which Bank is trying to improve further and bring it to real time basis. The Successful Bidder should have the capability and expertise to meet Bank's goals of reconciling transactions on a T+0 basis within 6 months of award of contract.**

3.1.10 Bidder should have experience of implementing Bulk Note Acceptor (BNA) Reconciliation for Banks. (Bank does not intend to avail cash forecasting services from the bidder; however Bank expects the bidder to have capability to provide inputs and to do analysis on the cash forecasting being done by Bank's managed Services, if so required by the Bank.)

3.1.11 Bidder should have a solution capable of integrating with the Bank's Robotic Process Automation which is presently under implementation by the Bank.

3.1.12 Bidder should have capability of integrating along with Bank Robotic Process Automation and AI for future use by bank as per requirement.

3.2 Broad Outlines of Scope of Work

3.2.1 Reconciliation of all ATMs on an end to end basis of the Bank including GL, Cash reconciliation and complaint resolution.

3.2.2 Reconciliation, Accounting, Settlement, Clearance, chargeback etc of Transactions of ATM/ PoS/ Debit Cards/Prepaid cards including WTC cards / E-Commerce / E - Wallets / Micro ATMs / Card to Card Transfer / Unified Payment Interface (UPI) of NPCI / IMPS / AEPS / NFC / Contactless Cards / Pack & Go / Payment Gateway / IMT/BBPS/Card Less ATM Transactions and other such mediums which bank will implement from time to time.

3.2.3 Accounting for Cash in ATM Reconciliation accounts and maintenance of all related accounts

3.2.4 Chargeback Management & Complaint resolution for all the activities mentioned as per point no.3.2.2 within Turn-Around-Time (TAT) prescribed by RBI / NPCI / MasterCard etc and other such entities. **(The chargeback management will be in accordance with the timelines specified by the regulatory authorities and other stake-holders from time to time.)**

3.2.5 Interface with Bank's CBS, ATM Switch, Debit Card Management System and all other such entities required to perform reconciliation and related activities. (Successful Bidder will download files from ATM Switch / NPCI / EJ Servers / CBS / MasterCard and other such entities for reconciliation purposes. As of now, interface is not required. However, the solution of the bidders should have capability for interfaces with above systems, if required in future.)

3.2.6 Providing MIS reports as per requirement of the Banks as per present and future requirement of the bank without any extra cost.

- 3.2.7 Management of Electronic Journal data: **Bidder would manage the EJ data for the purpose of reconciliation and accounting. The EJ data would be pulled by the MS Vendors from the ATMs and pushed to the EJ Server.**
- 3.2.8 Providing Reconciliation and Accounting Services to the Bank adhering to all statutory and regulatory guidelines.
- 3.2.9 Attending to queries, communications and complaints from customers, branches and other offices of the Bank. **(All Complaints are logged through portal of Bank's Call Centre or any other complaint related portal. The Recon Vendor will download the complaints from the portal for their redressal.)**
- 3.2.10 Attending to complaints lodged with Banking Ombudsman/ Consumer Courts and other such entities.
- 3.2.11 Bidder should have DR Setup and ability to provide support from bank's DR location in Mumbai.
- 3.2.12 Successful Bidder should have a well- defined data migration strategy and PERT-chart with definitive timelines for migration of data from the existing set-up of the Bank if required. (Data from 1st April 2011 is to be migrated by the successful bidder). **Successful Bidder will also maintain all old data relating to complaints and processing, which is available at recon servers.**
- 3.2.13 Successful Bidder should have the capability of reconciliation of transactions of all alternative delivery channels viz. POS/UPI/IMPS/WTC/AEPS/NCMC/BBPS etc. and all other modes of transactions which will be included by PNB in the future.

It shall be the sole responsibility of a successful bidder to migrate the entire data w.e.f. 01.04.2011 as per its own file/data structure to new vendor.

The data would include entire data relating to complaints, suspense, and sundry all data files & other related data necessary for complaint resolution and reconciliation.

The new vendor will create its database and undertake the entire reconciliation and complaint resolution activities on a parallel basis for 3 months before taking over the entire work independently.

From the date of creation of database till the date when the entire work is undertaken by the new vendor independently bank would pay a nominal 15% of the amount which is payable to the existing vendor for that month till the currency of the period of parallel run for a maximum period up to 3 months . These charges shall be paid along with the first regular payment after successful bidder completes takeover of entire operations.

In case the successful bidder is not able to take-over the operations within the stipulated time period .Bank reserves the right to extend the offer to the L2 bidder provided they agree to match the prices of the L1 bidder. In case of L2 vendor is not able to match the price, Bank shall be free to make the offer to the L3 vendor and so on.

In case a successful bidder's services are not found satisfactory the contract may be terminated after giving 3 month's notice and the contract will be awarded to the L2 bidder provided the L2 bidder is willing to provide the services at the rate quoted by the L1 bidder. Subsequently if the L2 bidder is not willing to provide the services then bank may call the L3 bidder on aforesaid conditions.

3.3 Detailed Scope of Work has been specified as Annexure III

4. General Provisions

- 4.1 Successful Bidder shall pay to its employees/personnel, who are engaged for providing the Services to the Bank, all wages, salaries, allowances etc in accordance with the terms of Contract of their employment / various Laws/ Statutes / Acts applicable and the Bank shall not be liable in this regard either to Successful Bidder or to its personnel in any manner whatsoever. Further, Successful Bidder shall also maintain all records in this regard as required by the relevant laws including, the Minimum Wages Act, the Payment of Wages Act and the Contract Labour (Regulation & Abolition) Act or any other State Level/Central Act/Law that is applicable and shall comply with all the statutory provisions as prescribed under relevant rules and statutes for the time being in force. The successful bidder will enforce job rotation policy of all staff members of the company who are engaged in the reconciliation, complaint resolution and other activities on behalf of the Bank.
- 4.2 Successful Bidder will undertake to indemnify the Bank and keep the Bank and its officers/employees/Directors fully indemnified and harmless from and against all the consequences of any of its actions and/or its sub-contractors, representatives, employees leading to breach of any of the provisions of Law faced, suffered or incurred by the Bank.
- 4.3 Similarly, in the event of any claims being made on the Bank, on account of any breach or non-compliance of any applicable law, unauthorized act, fraud, deed or thing done or omitted to be done or undertaking made or deficiency in service by Successful Bidder, its employees, officers, agents, Successful Bidder undertakes to pay on first demand made by the Bank of any amount on this account without any demur, contest, protest whatsoever within 7 working days of the demand being made. The Bank may at its discretion settle any or all claims made on it and recover the amount so paid from Successful Bidder and /or make deductions from the amount payable by the Bank to Successful Bidder.
- 4.4 Neither the contract which will be entered by the Bank with the successful bidder nor any action taken by the Successful Bidder shall constitute as between the Parties as partnership, association, joint venture or other common enterprise. The relationship between Successful Bidder and the Bank hereunder is on Principal-to-Principal basis. Successful Bidder is to ensure that no nexus, either direct or indirect, shall be established between its personnel and the Bank which may lead to any presumption or conclusion to the effect that the personnel may be treated as the employees of the Bank.
- 4.5 That the Bank, its representatives, its Regulators including RBI or persons authorized by the Regulator, its internal/ external/ other Auditors, shall, whenever required/called for, have access to i) All books, records, information of the Successful Bidder; ii) Any documents, records of transactions and other necessary information processed/ stored by, given to the Successful Bidder; and iii) Any document/information given by the Bank to the Successful Bidder and / or relevant to the outsourced activities available with the Successful Bidder pertaining to the services provided under this Agreement by the Successful Bidder. Bank shall provide a reasonable prior notice before such audit and the cost of the audit shall be borne by the bank.

- 4.6 The access shall also extend to the books, records, information held by/available with any person/firm agent/company engaged by Successful Bidder or any documents records of transactions and other necessary information given/stored or processed provided by the Bank, to Successful Bidder and in turn provided by Successful Bidder to another agency, in order to render the required Services to the Bank.
- 4.7 Successful Bidder shall ensure preservation of documents and data in accordance with legal/regulatory obligation of the Bank communicated to Successful Bidder in writing by the Bank, provided to Successful Bidder by the Bank, in order to render the required Service to the Bank.
- 4.8 That due diligence/KYC/physical verification of employees of the company/their sub-contractor will be done and proper record of the same will be maintained.
- 4.9 That adequate step will be taken to build strong safeguards to avoid the comingling of information/documents records and assets of the Bank with other organizations for whom Successful Bidder undertakes similar services.
- 4.10 That the Successful Bidder will ensure to get its security, practices and control process audited on a regular basis and disclose security breaches, if any, to the Bank. The copy of such audit report including the steps taken to address the issues raised by the auditors be provided to the Bank.
- 4.11 Successful Bidder will ensure to have effective business continuity and disaster recovery plan. Successful Bidder shall develop and establish a robust framework for documenting, maintaining and periodic testing of business continuity and recovery procedures and shall maintain a record of the same. **(Successful Bidder should have capability to operate from Bank's premises in Data Centre Delhi as well as from Bank's location in Mumbai as Disaster Recovery Site. RRB transactions will be routed through Bank's ATM Switch in DC)**
- 4.12 The Successful Bidder will conform to the laws, rules and regulations as stipulated by the Central/State Govt/RBI/ and/or any regulatory authority in regard to employment of agents/associates/employees etc including the Minimum Wages Act.

It shall be the sole prerogative of the Bank to deploy Bank's personnel on key functions for any reconciliation activity.

5. BIDDING : TERMS & CONDITIONS

5.1 COST OF BIDDING

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

5.2 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 strictly submit the bid as per RFP failing which bid will be rejected as non-responsive.

5.3 AUTHENTICATION OF ERASURES/ OVERWRITING ETC.

Any inter-lineation, erasures, or overwriting shall be valid only if the person(s) signing the bid initial(s) them

5.4 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 and <https://etender.pnbnnet.in/login>) and will be binding on all 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.

5.5 CONTACTING THE BANK

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

5.6 BANK'S RIGHT 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 bank's action. The bank reserves the right to accept or reject any technology proposed by the bidder.

5.7 MODIFICATION AND WITHDRAWAL

Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No bid will allowed to be modified after the submission of bid. No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

5.8 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 commercial bid. Failure to do so will make the bid liable to be rejected.

5.9 TERMS AND CONDITIONS OF THE BIDDING FIRMS

The bidding firms are not allowed to impose their own terms and conditions to the bid and if submitted will not be considered as forming part of their bids. Bidder has to strictly comply with the terms and conditions mentioned in the RFP.

5.10 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.

5.11 CLARIFICATIONS OF BIDS

To assist in the examination, evaluation and comparison of bids the bank may, at its discretion, ask the bidder for clarification. The response should be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

5.12 BID EARNEST MONEY

Bidder has to submit the Bid Earnest Money of **Rs.10 Lakh (Rupees Ten Lakh)** either online on or before last date of bid submission or in the form of BG as per Annexure- VIII for the period of 6 months from the last date of bid submission favouring PUNJAB NATIONAL BANK, Digital Banking Division and filling all the details in the format provided in the RFP for the same. In case of unsuccessful bidder, EMD will be refunded on completion of tender process and no interest will

Be payable on EMD amount. The EMD will be refunded to the successful bidder upon submission of Performance Bank Guarantee.

5.13 DEADLINE FOR SUBMISSION OF BIDS

Bids must be submitted not later than the specified date and time mentioned in the Bid Document. If specified date of submission of bids being declared a holiday for the Bank, the bids will be received up to the specified time in the next working day. The Bank 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 Bank and bidders, previously subject to the deadline, will thereafter be subject to the deadline extended.

5.14 PERIOD OF VALIDITY OF BIDS

Bid shall remain valid for Six Months from last date of submission of bid prescribed by Bank. A bid valid for shorter period is liable to be rejected by Bank. The bidders may be required to give consent for the extension of the period of validity of the bid, if so desired by Bank in writing or by fax. Refusal of such consent would not forfeit the Bid Security and granting of request will not allow the bidder to revise/ modify his bid.

5.15 LATE BIDS

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

5.16 OPENING OF BIDS

All the bids will be opened at the date, time and locations mentioned in RFP (as per tender schedule). The technical bids will be opened in the presence of representatives of the bidders who choose to attend. The date and time of bid opening will be intimated to bidders after last date of submission separately.

The bidders names, modifications, bid withdrawal and the presence or absence of requisite Bid Security and such other details, as Bank at their discretion, may consider appropriate will be announced at the bid opening.

5.17 BID CURRENCY

The Prices in the bid document shall be expressed in Indian Rupees (INR) only

5.18 LANGUAGE OF BID

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

6. SUBMISSION OF BIDS

6.1 A two-stage bidding process will be followed. The response to the present tender will be submitted in two parts:

1. **Technical Bid**
2. **Commercial Bid**

6.2 The Technical bid and Commercial bid will be submitted by the bidders separately as per formats mentioned in this document. Apart from submission of technical bid in hard copy, the Bidders are also required to submit their technical and commercial bids in electronic form using Bank's e-procurement system at <https://etender.pnbnet.in/login> by using digital certificates of their authorized signatory as per the Board resolution. **Digital Certificate should be class II and above (both encryption and signing).** All the interested bidders should register themselves in the e procurement system <https://etender.pnbnet.in/login> 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 website www.pnbindia.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.**

7. BIDDING PROCESS (TWO STAGES)

- 7.1 As explained above, Bidders will submit technical bids both in online mode (through E-procurement) and in hardcopy. The Commercial Bid will however be submitted only in online mode.
- 7.2 As explained above, in addition to on-line submission, the Bidder will also have to submit hard copies of the Technical bids. In case of any discrepancy between physical and digital copies of bid, digital copy shall prevail.
- 7.3 The Bidders shall submit Technical Bid in sealed envelope, duly super scribed as "TENDER FOR "End to End Management & Processing of ATM Reconciliation & Customer Complaint Redressal" that may be duly specified as the "TECHNICAL BID". It is reiterated, that at the time of the submission of bid, the bid should be accompanied with a separate envelope containing the draft/Bank Guarantee for the prescribed amounts towards the required EMD.
- 7.4 The technical supporting documents should be submitted manually before the final date & time of bid submission at the following address.

The Asst General Manager

Punjab National Bank,
Digital Banking Division
Corporate HO: Dwarka, Sec-10
New Delhi

- 7.5 **At the time of physical submission of bid, bidder has to show e-mail received after completion of the bid submission in proof of having submitted the bid online.**

8. TECHNICAL BID

- 8.1 The TECHNICAL BID will contain the required information called for from the bidder vide various formats of the RFP document
- 8.2 The TECHNICAL BID will not contain any pricing or commercial information at all.
- 8.3 The hard copy of the technical bid shall be typed or written in indelible ink and shall be signed by authorized representative(s) of the Successful Bidder/s duly authorized to bind the Successful Bidder/s to the contract. The authorization shall be indicated by a written power of attorney accompanying the Bid. All pages of the Bid except un-amended printed literature shall be initiated by the person(s) signing the Bid.
- 8.4 The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Successful Bidder/s, in which case corrections shall be signed in full by the person(s) signing the Bid document.

9. COMMERCIAL BID

- 9.1 The Commercial Bid will be submitted in online mode only. Bidders shall provide quotes as per the format **Annexure-VII**.
- 9.2 The Commercial quote should be inclusive of all costs involved including cost that the

Bidder may incur on software solution, servers, other hardware and staff deployed by the bidder at Bank's premises in Delhi, maintenance etc for providing reconciliation and other services as per Scope of Work. The cost quoted should be exclusive of applicable taxes like GST or any other tax that may be levied by any Government in future in lieu of GST or other taxes within the Contract period. It is also clarified that any payment made by the Bank shall be subject to TDS as applicable from time to time.

9.3 Bidder to quote price per Financial Transaction (excluding non-financial transactions like balance enquiry, PIN change etc and system reversal transactions) which are successful at the ATM Switch & other Switches of the Bank.

10. REVERSE AUCTION

Technically qualified bidders will be required to participate in the reverse auction on the quoted cost. Bank will decide the Base Price of commercial quote after opening of the commercial bids which will be the basis of Reverse Auction. Bank will hold Reverse Auction in the event of 2 or more bidders are technically eligible. The procedure for the same is available on our e-procurement website.

a. Price Variation Factor in Reverse Auction

If the price quoted by a bidder is, higher by more than 40% as compared to the average quoted prices (of all technically qualified bidders) for all items in aggregate, the said 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.**

11. PRELIMINARY EXAMINATION

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

11.2 The bid determined as not in order as per the specifications will be rejected by the Bank.

12. OPENING OF BIDS EVALUATION AND AWARD CRITERIA

12.1 The purchaser will open the bids, in the presence of Bidders/their authorized representatives who choose to attend, at the time and date mentioned in Bid document at the address mentioned in Bid document.

12.2 A 60:40 Techno-Commercial scoring model will be used for the evaluation. The total marks scored by the eligible bidders as determined by the Bank under Technical Evaluation Matrix chart (Annexure "XI") will be given 60% weightage and shall be called **Weighted Technical Score (WTS)**. The formula to arrive at WTS has been explained below under Clause no. 11.4.7

- 12.3 The Total Weighted Commercial Cost as explained below will be given 40% weightage and shall be called **Weighted Commercial Score (WCS)**. The formula to arrive at WCS has also been explained below.
- 12.4 **The bidder with the highest aggregate score of the WTS and WCS will be selected as "H1 Bidder" and shall be declared as the Successful Bidder.**
- 12.5 At the time of opening of bids, the bidders/their representatives, who are present, shall sign the register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for Bank, the bids shall be opened at the specified time and place on next working day. Technical Evaluation will be as explained in following points:
- 12.5.1 **Verification of EMD:** First of all, the EMD of all bidders will be verified. If EMD of any bidder is not found in order or not found to have been submitted / deposited, the said bidder will be declared ineligible for further participating in the tender process.
- 12.5.2 **Bidders' response to Eligibility Criteria specified under Clause 2 and Annexure II of this Bid Document:** The TECHNICAL BIDS of those bidders whose EMD has been found in order as per terms of the RFP, will be evaluated for the first stage of evaluation. After their opening, the TECHNICAL BIDS will be evaluated at the outset in terms of bidders' response to the eligibility criteria and supporting documents. TECHNICAL BIDS of only those bidders will be evaluated further fully who meet and comply with the Eligibility Criteria.
- 12.5.3 **Response to Scope of Work and other specifications:** The TECHNICAL BIDS of bidders, shortlisted as above after evaluation of their status in terms of the eligibility criteria, will be thoroughly evaluated in terms of its response to Scope of Work mentioned in the bid document (Response will be submitted in **Annexure "IV": Compliance Statement**) A bid determined as **not substantially responsive** will be rejected.
- 12.5.4 **Scoring in the Technical Evaluation Matrix:** The Bidders, who comply with Bank's technical specifications and other terms and clauses of the RFP document as explained in above points, will be shortlisted for evaluation as per the Technical Evaluation Matrix (Annexure "XI") **The bidders are expected to submit sufficient supporting details along with all documentary evidence / records in their technical bid for enabling the Bank for objective evaluation and scoring in the Technical Evaluation Matrix. The Bidders themselves will not fill in any score in Annexure XI (Technical Evaluation Matrix).** Evaluation and scoring process will also involve independent verification by the Bank of the details submitted in the Bid Document.
- 12.5.5 After scrutiny of the TECHNICAL BID document and supporting documents, and responses to various Technical Evaluation Matrix (**Annexure "XI"**) points, scoring of marks will be done therein against bids of shortlisted bidders as explained above the total marks in the Matrix scored by the bidder will be called Technical Score.
- 12.5.6 Only those bidders achieving at least **70% total score** in the Technical Evaluation Matrix (**as per Annexure "XI"**) will be short-listed and proceed to the next round of evaluation i.e. COMMERCIAL EVALUATION.
- 12.5.7 The marks obtained in Technical Evaluation Matrix (**Annexure "XI"**) will be given a weightage of 60% which will be termed as **"Weighted Technical Score" (WTS)** and shall be arrived at as under:

Weighted Technical Score (WTS):

Bidder's total technical score / Highest technical score (i.e. 100 marks) X 0.60

If for example, there are two bidders "A" and "B" who score 80 and 90 marks respectively, their "WTS" would be as under:

$$\text{Bidder "A"} = 80 / 100 \times 0.60 = 0.48$$

$$\text{Bidder "B"} = 90 / 100 \times 0.60 = 0.54$$

12.5.8 If sufficient numbers of bidders do not qualify the cut off score, Bank at its sole discretion may reduce the cut off score. Bank reserves the right to accept or reject any technical bid without assigning any reason thereof. Decision of the Bank in this regard shall be final and binding on the bidders.

12.6 In the second phase of Evaluation, the COMMERCIAL BIDs of those bidders, whose technical bids have been short-listed and who have qualified in technical evaluation as explained above after scoring of Techno Evaluation Matrix, will be opened. After opening of COMMERCIAL BIDs, commercial evaluation & verification of the commercial bids will be done by the Bank.

12.7 The bidder should quote the price strictly as per commercial bid format specified in **Annexure VII** of this bid document. The cost quoted should be exclusive of applicable taxes like GST or any other tax that may be levied by any Government in future in lieu of service tax within the Contract period. Bidder to quote price per Financial Transaction (excluding non-financial transactions like balance enquiry, PIN change etc and system reversal transactions) which are successful at the ATM Switch & other Switches of the Bank.

12.8 The COMMERCIAL BIDs shall be opened in the presence of shortlisted bidders, if they are present. If the shortlisted bidders or their duly authorized representatives are not present, the COMMERCIAL BIDs will be opened in their absence. The intimation of time and place of opening of COMMERCIAL BIDs will be informed separately to shortlisted bidders only. The Commercial Quotes will be subject of Reverse Auction process as explained at Point no. 10 above.

12.9 After completion of Reverse Auction process, for final evaluation, per transaction Cost quoted and finalized after Reverse Auction by the bidder will be the given 40% weightage using the formula, given below as part of Techno-Commercial Evaluation Process:

$$\text{"Weighted Commercial Score (WCS)" = } \frac{\text{Lowest quoted Cost (after Reverse Auction) Amongst all shortlisted bidders}}{\text{Successful Bidder's quoted Cost (After Reverse Auction)}} \times 0.40$$

Extending the example given above at clause 11.5.7, in case Bidders Bidder "A" and "B" for example quote per transaction cost as Rs.1.65 and Rs.1.45 respectively, then the WCS in their case would be calculated as under:

$$\begin{aligned}\text{Bidder "A"} &= 1.45 / 1.65 \times 0.40 = 0.35 \\ \text{Bidder "B"} &= 1.45 / 1.45 \times 0.40 = 0.40\end{aligned}$$

12.10 The total of Technical and Commercial Scores of each bidder will become basis of final ranking of bidders. Bidder whose total of Technical & Commercial Scores is highest will be as "H-1 Bidder" and bidders with second & third highest final scores will be ranked as "H-2" and "H-3" and so on and so forth. The "H1 Bidder" shall be selected as the "Successful Bidder" after completion of the entire process.

In above examples, the Total Score after Techno-Commercial evaluation of Bidders "A" and "B" will be as under:

Bidder	Weighted Technical Score	Weighted Commercial Score	Total Score
A	0.48	0.35	0.83
B	0.54	0.40	0.94

In the above example, Bidder "B" would be "H1 Bidder" and Bidder "A" would be "H2 bidder".

12.11 Bank will notify the successful bidder in writing through letter/fax/Letter of Intent. Bank will not enter into any communication at any stage with the unsuccessful bidder. The Successful bidder will have to return the duplicate copy of the letter/ Letter of Intent (LOI) to the Bank within 7 working days, duly accepted, stamped and signed by its Authorized Signatory in token of acceptance.

13. CONTACTING BANK OR PUTTING OUTSIDE INFLUENCE

13.1 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.

14. ASSIGNMENTS

14.1 The Successful Bidder shall not assign to anyone, in whole or in part, its obligations to perform under the contract, except with the Bank's prior written consent.

15. VERIFICATION OF REFERENCES

15.1 Bank may, if deemed necessary, conduct verification of references provided by bidders to satisfy themselves on the performance of the equipment / services offered with reference to their requirements. Bank may also conduct verification of references through other resources and means like visits etc.

16. CANCELLATION OF BID/ BIDDING PROCESS

16.1 Bank 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.

17. INFORMATION SECURITY

- 17.1 Successful Bidder upon selection will provide an undertaking to comply with the provisions of the Information Security Policy of the Bank.

18. USE OF CONTRACT DOCUMENTS AND INFORMATION

- 18.1 The Bidders will not, without the Bank's prior written consent, make use of any document or information provided by the bidder in Bid document or otherwise except for purposes of performing contract.

19. RESOLUTION AND DISPUTES

- 19.1 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 applicable Indian Laws, 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 the courts at Delhi. During the arbitration proceedings the Successful Bidder shall continue to work under the Contract 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.

20. PATENT RIGHTS

- 20.1 The supplier shall indemnify the Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India.
- 20.2 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.
- 20.3 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 for such compensation, including all expenses and court and legal fees.
- 20.4 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.

21. INDEMNITY

- 21.1 The bidder assumes responsibility for and shall indemnify and keep the Bank from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect the Bank during the tenure of purchase order.

21.2 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.

21.3 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.

22. FORCE MAJEURE :

22.1 Notwithstanding the above provisions, the successful bidder shall not be liable for penalty or termination for default if and to the extent that it's 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 or epidemics or natural disasters etc. 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.

23. INTELLECTUAL PROPERTY RIGHTS

23.1 The Bidder warrant that in the course of providing the services, they shall not infringe upon any third party Patent, Copyright, Design, Trademark, or any other Intellectual Property Rights for system software and application software. The Bidder shall indemnify and at all times keep the Bank fully indemnified and hold harmless against any and all loss, damages, costs and expenses including Attorney's fees, which may be incurred as a result of any claim or action associated with such infringement, PROVIDED HOWEVER, the Bank agrees to give prompt notice to the Bidder of any such claim or action ,gives complete authority and freedom to the Bidder in defending and/or settling such claim and gives all reasonable assistance to the Bidder in doing so.

23.2 The remedy available to the Bank under this clause will survive termination of the Purchase Order such that in the event of violation of IPR claim by any third party after the expiry of the contract between Bank and the Bidder, the indemnity clause listed above will be valid and applicable beyond the contract period.

24. NON DISCLOSURE

24.1 The Successful Bidder shall hold in confidence all business and technical information which they come across pursuant to their selection as successful bidder , whether or not such information is specifically identified as confidential. Successful Bidder shall not have any obligation to maintain such information in confidence provided it can be shown by the successful bidder that such information was publically available or developed by it independent of this RFP Process

24.2 The Successful Bidder shall take all steps as may be reasonably necessary to protect the confidential information and to ensure non-disclosure thereof.

24.3 The Successful Bidder shall use the confidential information only for the purpose for which it was provided

- 24.4 The NDA clauses will remain valid even after the termination of the expiry of the Contract
- 24.5 The Successful Bidder shall maintain proper records for the audit trail of data & server and also facilitate audit trail of the data/server to the bank
- 24.6 Successful Bidder shall not without the consent of the Bank make use of any document or information coming in its way while discharging their jobs of the Bank except for the purpose of performance of the contract. The Successful Bidder shall enter into a Confidentiality/Non-Disclosure Agreement with the Bank

25. LIMITATION OF LIABILITY

- 25.1 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 IP Infringement indemnity. 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.

26. TERM &TERMINATION OF CONTRACT

- 26.1 The Contract including all its terms and conditions and approved commercial rates will be valid for a period of 3 (three) years from the date of entering into the Contract which should be extendable for a further period of at least 2 years if so agreed mutually between the Purchaser and the success bidder. The cost of extended period of license may be renegotiated upon completion of the term of 3 years by the Purchaser. However, Successful Bidder shall pass any benefit due to downward recourse in the prices of activities to the Bank. The Successful Bidder may make a request for the change of terms and conditions at the time of renewal of the Agreement after the initial period and the Bank may consider request on merits & convey the acceptance or rejection of such request
- 26.2 The quality of services given by the Successful Bidder will be reviewed regularly and if the services are not found satisfactory, The Bank reserves its right to cancel the remaining tenure of rate contract at any time by assigning appropriate reasons in the event of on one or more of the following conditions and giving a minimum period of 3 months' notice. The decision of the Bank regarding quality of services shall be final and binding on the Successful Bidder. The process of Termination of Contract may be initiated on following grounds:
 - 26.2.1 If the Successful Bidder fails to execute the work or any part thereof in accordance with the contract.
 - 26.2.2 If abandonment of the work or any part thereof by the Successful Bidder.
 - 26.2.3 If the progress made by the Successful Bidder is found to be unsatisfactory.
 - 26.2.4 Failure to deposit the performance bank guarantee asked for under the contract.
 - 26.2.5 In the event of commencement of liquidation or winding-up (whether voluntary or compulsory) of the Successful Bidder or appointment of a receiver or manager of any of the Successful Bidder's assets and/or insolvency of the Successful Bidder.
 - 26.2.6 Distress, execution, or other legal process being levied on or upon any of the Successful Bidder's goods and / or assets.
 - 26.2.7 If the Successful Bidder shall assign or attempt to assign his interest or any part thereof in the contract.
 - 26.1.1 Delay in operationalizing / customizing the service beyond the specified period; or
 - 26.1.2 Serious discrepancies in Reconciliation work, or
 - 26.1.3 Any other reason which in the judgment of Bank does warrants termination of contract proceedings

- 26.2 If the bidder is unable to improve services/performance to the satisfaction of the Purchaser within the notice period, the contract may be terminated after completion of the notice period. Upon termination of the license, Bank may recover losses incurred by it if any on account of non-performance by the Bidder by invocation of and from the proceeds of Performance Bank Guarantee submitted by the bidder. In case, the amount of Performance Bank Guarantee is not sufficient to meet the recoverable amount, then the Bank shall recover the same through arbitration\other options available to the Bank.
- 26.3 Under Termination of the Agreement / during shifting of the services to a new agency, the Successful Bidder shall continue to provide services and extend the necessary help till smooth switch over and necessary training to Bank staff
- 26.4 If the Successful Bidder wants to terminate the Agreement at least six months' notice will be required in advance, failing which Bank guarantee would be invoked. The Successful Bidder would be liable for any cost/damages the Bank incurs/suffers on account of such action on the part of the Successful Bidder.
- 26.5 If the Agreement is terminated by the Bank, the Bank would be entitled to enforce the Bank Guarantee and Bank shall also be entitled to get back the infrastructure & hardware provided by the Bank if any after settling Successful Bidder's dues in full. Any termination of the contract from the bank's side may also be accompanied by a de-facto blacklisting of the vendor

27. SECURITY & AUDIT

- 27.1 The process and solution for Reconciliation deployed by the Successful Bidder will be installed in the Bank's premises/network and has to abide by the information security policy, procedure and guidelines.
- 27.2 The process & solution will be subject to audit by Bank's appointed Software Audit firm/in house team. All audit points raised by the Audit Team should be complied with by the selected bidder without any extra charge and within the stipulated time frame decided between the Bank and the successful bidder.
- 27.3 Successful Bidder may have to get their processes audited by independent auditors if so asked by Bank/Bank's Auditors; cost of which will be borne by the bidder.

28. COMMERCIAL TERMS AND CONDITIONS:-

- 28.1 **SIGNING OF CONTRACT:** The successful bidder(s) shall be required to enter into a Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) with PNB, within 30 days of the award of the tender or within such extended period as may be permitted by the bank on the basis of the Tender Document, the Tender of the successful bidder, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions shall be contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract.
- 28.2 **Payment Terms:**
- 28.3 Payment shall be made at the costs finalized through this RFP per Financial Transaction (excluding non-financial transactions like balance enquiry, PIN change etc and system reversal transactions) subject to deduction of penalties. Applicable taxes like Service Tax or any other tax that may be levied by any Government in future in lieu of service tax within the Contract period shall be paid extra by the Bank

- 28.3.1 Bank will be responsible to pay Reconciliation charges per transaction as per costs finalized through this RFP and shall not be liable to pay any other

charges/salaries/wages/perk/compensation etc payable by the Service Provider for providing the services. The recruitment/training/employment/contract shall be the sole responsibility of the Service Provider.

- 28.3.2 Bank shall be entitled to the right of set off against and deduct and recover from the aforesaid charges and any other sums payable by the Bank to the Service Provider at any time, any tax, levy and any other amount whatsoever which may be required to be deducted by order of any court / authority under any law now existent or which may come into existence during the currency of the engagement as also any and all amounts which may be or become payable by the service provider to the Bank under this Agreement or pursuant thereto, provided however that the Bank will give the service provider a notice of not less than 10 days prior to making of any set-off, deduction or recovery (other than a set-off, deduction or recovery made in accordance with any law or required to be made under any law or made pursuant to any order of a court or other authority) against or from the aforesaid charges/sums lying with the Bank.

28.4 Taxes:

- 28.4.1 Bank will pay per transaction cost finalized through this RFP plus applicable taxes like Service Tax and any other applicable tax that may be levied by any Government in lieu of service tax.
- 28.4.2 Bank will also deduct any tax deductible at source as required by law or regulations, from payments, required to be made to the Successful Bidder for the services or in relation to this RFP.
- 28.4.3 The Successful Bidder shall co-operate fully in defence of any claims by any Union, State or Local Government authority against the Bank and its subsidiaries or affiliates, regarding taxes assessed with respect to the Successful Bidder.
- 28.4.4 This clause shall survive the period of contract that the Bank will enter into with the successful bidder and remain in effect until the statute of limitations including extensions thereof for all claims by any government or other competent authority against the Bank, its subsidiaries and affiliates for taxes expire.

28.5 Penalties:

- 28.5.1 The Successful Bidder is to reconcile the transactions and resolve the complaints of the customer within the T+1 or whatever timelines subsequently defined by the Bank. Similarly Sharing Settlement accounts are to be reconciled within T+5 or whatever timelines are defined by the Bank. In any case, the period of reconciling of ATM Accounts on Sharing Settlement Accounts should not go beyond T+7 days
- 28.5.2 In case of delay in reconciliation beyond 10 days for the accounts mentioned above, penalty will be imposed on the Successful Bidder for the un-reconciled accounts due to reasons attributable to the Successful Bidder as decided by the Bank as under:

28.5.3 ATM Accounts

28.5.3.1 Period of 10 days from the date of transaction: NIL

28.5.3.2 Beyond 10 days penalty would be chargeable on proportionate basis from the date of transaction as under:

Period of Delay	Amount of penalty chargeable from the date of transaction
11 days to one month	Number of ATMs un-reconciled X number of days since un reconciled X Rs.20/-
Between one month to two months	Number of ATMs un-reconciled X number of days since un reconciled X Rs.25/-
Between two months to three months	Number of ATMs un-reconciled X number of days since un reconciled X Rs.30/-
Beyond three months	Number of ATMs un-reconciled X number of days since un reconciled X Rs.50/-

28.5.4 Sharing Settlement Accounts

Period of delay	Amount of penalty chargeable from the date of transaction
11 days to one month	Number of Sharing Settlement Accounts un-reconciled X Rs.5000/-
Beyond one month	Number of Sharing Settlement Accounts un-reconciled X Rs.10000/-

28.5.5 The penalty would be calculated as on the 1st day of every month and would be subject to the cap of 10% of the billing amount for the Recon Activity for that particular month.

28.5.6 The penalty on account of the above clause would be over and above the penalty/compensation on account of the following clauses:

28.5.7 RBI has presently prescribed that the complaint of the customers for the wrongful debit of account (non/partial disbursement of cash from ATMs) be resolved maximum within 7 working days from the date of complaint of the customer/Bank. In case the complaint is not resolved within the time prescribed by RBI compensation of Rs.100/- per day of delay irrespective of the amount of transaction is to be paid to the customer without any claim from the customer. The Successful Bidder will have to comply with the instructions/guidelines of RBI and any penalty/compensation levied by RBI or any other regulatory authority from time to time in this regard will be borne by the Successful Bidder due to the reasons attributable to the Successful Bidder as decided by the Bank. The Successful Bidder will have to comply with all regulations, present and future as prescribed by the Regulatory authorities.

28.5.8 The Service Provider will also be liable to bear the actual loss on account of wrongful/excess credits or wrong/delayed reporting in reconciliation activities undertaken by the Successful Bidder due to reasons attributable to the Successful Bidder as decided by the Bank.

28.5.9 In case the Successful Bidder is able to reconcile 90% or more ATM Accounts and related Settlement Accounts within the T+5 days (or timelines defined by the Bank) throughout a month, incentive of Rs.20/- for each ATM tallied would be payable to the Successful Bidder for that month. On 1st day of every month, the recon position of the ATMs & Settlement Accounts would be taken into account and incentive, if any, would be calculated accordingly.

29. Performance Bank Guarantee: The Successful Bidder shall at its own expense deposit with the Bank an unconditional and irrevocable Performance Bank Guarantee (PBG) from any Scheduled Bank acceptable to the bank. The following points must be noted with respect of the PBG:

29.1 The PBG must be furnished in the format provided by the Bank

29.2 The Successful Bidder must submit the PBG within 15 (fifteen) days from the date of

award of contract

- 29.3 The PBG will be for an amount of **Rs.75 lakh**(Rupees seventy five Lakh) denominated in Indian Rupees. Tenure of Bank Guarantee will be 4 years from the date of execution of SLA.
- 29.4 The charges whatsoever such as premium, commission etc with respect to the PBG shall be borne by the Successful Bidder
- 29.5 Each page of the PBG shall bear the signature and seal of the Bank and PBG number
- 29.6 The PBG shall be valid for a period of 39 months from the date of award of contract/effective date of contract
- 29.7 The PBG will be payable on demand for the due performance and fulfilment of the Agreement by the Successful Bidder
- 29.8 In case of the Successful Bidder being unable to service the Contract for whatever reason, the Bank would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to the Bank as compensation for any loss resulting from the Successful Bidder's failure to complete its obligations under the Contract. The Bank shall notify the Successful Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligations for the service provider is in default.
- 29.9 The Bank shall also be entitled to make recoveries from the Successful Bidder's bills, performance Bank Guarantee or from any other amount due to it, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

30. Inspection & Audit

- 30.1 The Bank reserves the right to conduct an end to end audit or inspection of the Reconciliation System and Complaint Resolution activity of the Successful Bidder at any time whether by its internal or external auditors or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the Successful Bidder in conjunction with the services performed for the Bank. The Successful Bidder shall allow the same, provide access to all books, records & information relevant to the outsourced activity and extend necessary cooperation. The Recommendations of the auditors shall be implemented by the Successful Bidder.
- 30.2 The Successful Bidder shall allow the RBI or persons authorized by it to access Bank's documents, records of transactions and other necessary information given to, stored or processed by the Successful Bidder within a reasonable time
- 30.3 The Successful Bidder will be liable to get the efficiency of its system audited through CISA qualified professional once in a year at its own cost and submit a copy of the report to the Bank. The deficiencies so reported in the report will have to be removed/or the system of the Successful Bidder will have to be made compliant as per report within a maximum of 60 days.
- 30.4 The Successful Bidder will have to outline the scrutiny practices and control processes of the activity and share the same with the Bank within 30 days from the signing of the Agreement. The Successful Bidder will be required to disclose any scrutiny breach (es) immediately to the Bank.

31. MIS Reports

- 31.1 MIS reports are to be provided to the Bank by the Successful Bidder in soft copies as well as hard copies on the format provided by the Bank on daily basis covering Reconciliation and Settlement areas. Any other details which may be required by the Bank shall also be provided by the Successful Bidder in the desired format.
- 31.2 **Other Reposts & Statements:** The Successful Bidder shall be responsible for preparation and submission of monthly / quarterly statements /reports at regular intervals to the national / international interchanges service providers such as IDRBT / VISA / MasterCard etc or any such regulatory agency / authority as asked by the Bank.

32. Data Security & PCI PA-DSS Compliance: It will be the responsibility of the Successful Bidder to take care of the data confidentiality, PCI PA-DSS Compliance and other security regulations as per the industry standards.

33. Integrity Pact

- a. Integrity pact essentially envisages an agreement between the prospective Successful Bidders/bidders and the Bank for procurements above threshold value of Rs. 60 lakhs. Only those Successful Bidders/bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification.
- b. Integrity Pact, in respect of a particular contract, would
 - i. Be operative from the stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
 - ii. Cover all phases of the contract, i.e. from the stage of Notice Inviting Tender, Pre-bid stage till the conclusion of the contract, i.e. the final payment or the duration of warranty/guarantee.
 - iii. Be deemed as part of the contract so that the parties concerned are bound by its provisions.
- c. The bidder should undertake for signing of the Integrity Pact as per the Performa ([Annexure-IX](#)) provided by the bank to the bidder as per CVC guidelines.

Date: _____

Place: _____

Signature of Authorized Signatory

Annexure II

BIDDER'S RESPONSE TO ELIGIBILITY CRITERIA:

S No	Pre-Qualification Criteria	Compliance (Yes/No)	Document Required
1	Bidder should be an established Indian Company (incorporated in India under the Companies act) Bidder to give certificate of incorporation or any other certificate of registration issued by Competent authority from Government of India.		Certificate of incorporation or any other certificate of registration issued by competent authority from Government of India
2	The bidder should have Positive Net worth in last three Consecutive years in last three audited Balance Sheet. (Bidder must attach relevant documents i.e. copies of audited balance Sheets, certificates from auditors, etc. to support financial claims)		Balance Sheet and other financial statements
3	Bidder should have a minimum turnover of Rs. 10 Crores (Rupees ten crores) per year for the preceding two financial years from the reconciliation activity exclusively. This must be the individual company's turnover participating in bidding process and not that of any group of companies. Balance Sheet and Auditors' certificates to be provided in support of this clause.		Balance Sheet and other financial statements
4	Bidder should have at least 5 years of experience in handling t Reconciliation activities in Banks in India at the time of submission of bids. Exact period of experience (Bank wise details) should be provided Bidder to submit copies of Certificates from Customer Banks as evidence.		Customer References
5	Bidder should have provided Reconciliation & Accounting Services to a minimum of 3 Banks in India including at least one Public Sector Bank for tenure of at least one year during the last 5 years as on the date of submission of bids.		Customer References
6	Bidder should have handled reconciliation work of a minimum 5000 ATMs concurrently with an average of daily minimum 10 lacs transactions.		Customer References
7	The solution to be deployed for Reconciliation should be PA DSS compliant. The PCI compliance as per Industry standard is mandatory. Certificate to be attached in the Bid.		PCI / PA DSS Certificate
8	Bidder should not have had any unsuccessful implementations (Contract termination) for non-performance in Reconciliation in any of the earlier contracts with any Bank during last 5 years. A Self Certificate to this effect should be submitted by the bidder.		Self-Certificate
9	A company or its subsidiary/associates which is presently providing ATM Managed Services/Switch Services to PNB at the time of submission of bid is not eligible to participate in this RFP.		Undertaking

10.	Vendor should be capable of end to end automated reconciliation including reconciliation of Cash in ATMs, GL and complaints resolution and have the capability to do reconciliation on a real time basis		Undertaking
11.	Vendor should not have been disqualified on account of indulging in unethical business practices, a certificate to this effect be made available by the bidder from their existing clients/ banks where they are involved in providing MS services/switch services/reconciliation activities.		Certificate from Bank(s)
12.	Bidder should have a solution capable of integrating with the Bank's Robotic Process Automation which is presently under implementation by the bank.		Under taking

Date: _____

Place: _____

Name of Signatory: _____

Designation: _____

Signature of Authorized Signatory

Seal of Company

NOTE:

All certificates undertaking must be signed by the company Director/Authorized representative duly authorized by the company by passing the resolution in his/her favour may signed the document. In case of partnership firm documents must be signed by the one of the authorized partner as per partnership deed (In case of Partnership firms they are required to submit the duly certified copy of partnership deed along with bids documents)

Supporting Document for Pre Qualifications for Bidder.

All the interested bidders are requested not to upload the supporting document in e-Procurement system instead they may submit the same in physical form before bid submission time.

Please enclose documentary proof for all the above criteria. In absence of these, the bids will not be considered for further evaluation. No further correspondence will be entertained in this case. Further, those bidders who have not satisfactorily completed any earlier contract with the Bank shall not be eligible for participating in this process.

Detailed Scope of Work:

This Annexure contains various activities which the successful bidder will perform; along with the details given under Clause 3 of this RFP document, upon selection. The activities and responsibilities given under clause 3 and this Annexure are however not exhaustive and other related activities not mentioned under these clauses will also have to be performed by the successful bidder.

I. Reconciliation

The Successful Bidder will manage all ATM transactions' reconciliation work with the appropriate software, an experienced/skilled manpower for the related jobs. The software should be efficient enough to handle current and future volumes of transactions which can complete the reconciliation process within time bound schedule as per established rules and mandates of various interchange networks with which the bank has ATM sharing arrangements, with tracking capabilities of each event for each transaction to avoid duplication of the same activity at any level up to the closure of the transaction.

II. ATM &PoS/ECOM Transactions:

- The successful bidder will upload data files from Bank's Central Server/Base24 Switch/EJ Data /Transaction Log Files (TLF)/Data Files as received from ATM Sharing Networks, in the Reconciliation Server and carry out the process of reconciliation of all entries by generating reports of matched, unmatched, failed, reversal, partial reversal, suspected, manual entries, ATM wise etc of:
 - o Reconciliation of cash in all ATMs
 - o Reconciliation and complaint resolution for all
 - (a) ATM txns – onus, issuer & acquirer
 - (b) POS txns
 - (c) E-comm txns through debit cards and on IBS
 - (d) E-wallet
 - (e) IMPS
 - (f) UPI
 - (g) AEPS
 - o Reconciliation of all Pool/ Settlement accounts o
 - o Reconciliations of all Suspense/ Sundry accounts
 - o Various type of MIS as per requirement and the Bank that arise from to time
 - o Download all files from CBS/Switch/various networks like NPCI/Master/VISA etc.
 - o Download EJs/C3Rs/other related files/inputs from related servers
 - o Reconciliation of customer complaints with Customer Care Division/Call Centre of the Bank

- o Seamless integration of the reconciliation system of the vendor with the CBS system so as to ensure that transaction files created from the reconciliation software are ported on to the bank's CBS(Core Banking Software) in encrypted format and are uploaded automatically without any user intervention.
- o Reconciliation of ATM transactions such as Onus , Acquirer and Issuer transactions including BNA/Recycler ATMs with tie-up Banks/Networks like MasterCard/VISA/EBL/NFS/SBI/DPL/Payment Gateway etc on daily basis based on Host, Switch and EJ/JP Log.
- o Reconciliation for all PoS/Ecom Transactions made through our PIN based and Signature/biometric etc based Debit Cards,
- o Reconciliation for inter account transfer of funds through ATMs
- o Reconciliation of Sundry and Suspense Account entries(Pointing type accounts), including ATM related Sundry and Suspense Account being maintained at branches for shortage and overage purpose. Vendor should have capability to automatically knock off sundry and suspense entries and generate TTUMs on the basis of parameters provided by the Bank.
- o Reconciliation of Imprest/intermediately/Settlement accounts of various networks.
- o Handling queries from branches on the reconciled and pending entries etc
- o Quantifying the funds to be provided to sharing Banks and facilitating transfer of such funds to them.
- o Reconciliation of our Bank' settlement accounts with the settlement accounts maintained with different Banks for different ATM Sharing Arrangement/Interchanges like NPCI, MasterCard, and VISA etc.
- o Raising all chargeback's for resolution of disputes, rising & settling debit/credit adjustments cases etc, SAFE reporting of all eligible transactions as per Rules and
- o Making 1st presentments, 2nd presentments etc. making, receiving and presenting arbitration cases etc SAFE Reporting of all eligible transactions as per rules and mandates of different ATM Sharing arrangements
- o Reconciliation for all existing products(Like NFS, ONUS, Master Card, EBL,DPL,WTC, Payment Gateway Txns, IMPS, UPI, Wallet Txns,AEPS, Cash@POS, Rupay POS,IRCTC,IMT,VISA,BBPS etc.) and new products in tie up present & future
- o Process electronic journal pulled from ATMs as integral components of reconciliation.
- o Processing of C3R's(cash reconciliation and replenishment report) in time bound manner which is presently T+1 basis and to provide TTUM's on T+2 basis.
- o Follow up with the branches for adjustment of Suspense entries related to cash given to CRA's.
- o Reconciliation of transactions related to Pre-paid cards including WTC cards.

III. Accounting, Reconciliation & Reports:

- o Creation of Interface/Reports for auto-debiting/crediting cardholders account through up loadable data files
- o Fees Management – Interchange Fee as well as other charges for debit to cardholders' accounts. **(The files may be both in online format and up loadable format.)**
- o Charge back Management
- o Generating up loadable files of credit vouchers in favour of branches for the credits received from different ATM sharing arrangement o daily basis
- o Receiving and recording of claims applications from cardholders / branches / other
- o Facilitating reply to cardholders queries on pending clams, placing periodical MIS reports on claims settled as per formats defined by the Bank

- o The software used must be compatible to the electronic journal pulled from ATMs of NCR / Diebold / Wincor / Lipi / Nautilus and EJ agents deployed by ATM Managed Service Successful Bidders.
- o MIS Reports must meet both specified and need based present and / or future requirements of the Bank
- o The Successful Bidder shall deploy adequate resources to meet Bank's reconciliation and complaint resolution requirement within the turnaround period stipulated by Bank/RBI/Any other regulatory authority
- o Bank has approved procedure of reconciliation of ATM transaction by matching EJ data with Finacle Data. Base 24 files will be used for the purpose of reference for determining cases for customer's claims
- o Successful Bidder will segregate ATM transaction done by Shared Network member Bank's cardholders from TLF (Switch) and prepare batch files for debiting the consolidated amount to the various Suspense Accounts viz. NFS Suspense A/c, Master Suspense A/C, VISA Suspense accounts, EBL Suspense A/c, etc and crediting these transactions individually in each ATM on the next day so that such transactions may be uploaded in the Finacle for each ATM. (ATM Shortages and Overages are kept by the Bank in Suspense and Sundry Accounts. Successful Bidder will be required to reconcile these accounts also)
- o Successful Bidder will also maintain record of entries debited to Suspense account and adjustment thereof and provide outstanding suspense entries and issue reminders periodically as desired by the Bank
- o Successful Bidder will reconcile on daily basis reports of ATMs where there is difference in cash Debit/Credit as per ATM account (using Finacle Data) vis-à-vis bills appearing in ATM counters as per EJ/JP logs. Automated letters/emails/SMS alerts be generated to the branches showing cash differences with instructions to pass rectification (adjustment) vouchers. Report showing compliance by the branch will also be provided with dates of adjustment.
- o Successful Bidder will generate automated letters and send through emails, SMS etc to the customers and branches as per formats provided by the bank from time to time. (Successful Bidder may be required to generate automated emails for the said purpose. However, the bidder should have capability for interfacing with bank's SMS Server also if so required in future)
- o Providing files for uploading in Finacle relating to excess/short receipt of ATM transaction accounts
- o The Successful Bidder to present Reconciliation Reports in consonance with day's transactions, amount, interchange fee, remittance sent, balance in respective Settlement account all other Accounts maintained for reconciliation purposes etc.
- o The Successful Bidder to modify its solution in accordance with the changes in the Accounting Systems of the Bank from time to time without asking for any commercials for such modifications
- o Keep follow up with different Sharing Networks for issues related thereto till resolutions
- o The Successful Bidder should be using RDBMS based software for all the service and Should either own the software or hold license, with the right to customize. Software interface wherever required for CBS, BASE24 Switch and other accounting systems will have to be provided by the Successful Bidder.

IV. Quality Assurance

- Quality assurance programme to be followed for the execution of the contract will be as under:
 - o The secure SDCL process shall be adopted for configuration customization and the software in line with PCI DSS by adoptions
 - o Whenever major enhancement are carried out they should be done after vulnerability Assessment on Applications

- o UAT: Both operational staff of the Successful Bidder and users of the Bank shall test the System and ensure that the same meets the agreed specification before it is transferred to production. Test criteria shall be developed and agreed prior to commencement of User Acceptance Test. Errors shall be documented and rectified.
- A set of Support and Maintenance procedures shall be implemented and maintained as follows:
 - o Compliance of Service Level Agreement: To monitor the performance of operational activities on periodical basis.
 - o Issue Management: To record all day to day operational issues for timely resolution
 - o Change Management: To record all new requirements to track changes and configuration of system and to ensure that changes are made in a secure manner
 - o Incident Management: To record all incidents and escalate to respective teams based on escalation matrix to do root cause analysis for corrective actions.
 - o Log Management: To log and track all operational activities to prevent security flaws
 - o Project Management: To establish a steering committee to guide the project and resolve issues and disputes between Successful Bidder and Bank
- The Successful Bidder shall conduct an Annual Onsite Audit of its Systems & Personnel with regard to SLA conformance

V. Obligation of Successful Bidder

- o Successful Bidder shall carry out work of ATM/Debit card reconciliation, accounting, Accounting of cash in reconciliation accounts, charge back management etc as per the work flow specified by the Bank
- o Successful Bidder shall provide the necessary hardware like primary servers, stand by servers/backup servers/personal computers, terminals, printers, scanners etc along With the necessary software/pregame required for carrying out the Reconciliation activity under the scope of work detailed in this RFP document.
- o Successful Bidder shall make its own arrangement for proper maintenance of all the Equipment i.e. computers, servers, printers, scanners etc and shall be responsible for bearing all costs of the repairs and spares. The Bank shall only provide the consumables like the ink cartridges/ribbons & the printing stationary paper.
- o Successful Bidder shall define Business Continuity Plan & provide the necessary fall back arrangements including Disaster Recovery system for continuing the work Unhindered in case of disasters
- o Although Bank shall take normal care of the equipment of Successful Bidder lying at the premises of the Bank, yet in its own interest, Successful Bidder should get the all its equipment comprehensively insured at its own cost against all types of risks (including the theft, national calamities, fire etc). The Bank shall not be responsible for any loss or damage to the equipment for any reason whatsoever.
- o Successful Bidder will have to carry out all the operations from the ATM Reconciliation Cell, HO DBD New Delhi and /or from any other location as decided by the Bank. The Bank will provide the necessary space, networking and telephones for operations
- o Successful Bidder will not use the facilities of workspace, networking, email & internet etc provided by the Bank for any other work other than the Reconciliation work assigned to the Successful Bidder by the Bank
- o Successful Bidder shall use RDBMS based software for all the services and should Either own the software or hold license with the rights to customize. The Successful Bidder shall customize the software as per requirement of the Bank with maximum fifteen days of the request by the Bank during the currency of the Agreement.
- o Successful Bidder shall provide the necessary manpower for carrying out the Reconciliation and Complaint Resolution. It should specify total number of man power require to handle the work & the Bank shall accordingly make arrangements for the work space

- o Successful Bidder must assure that the maximum turnaround time for reconciliation of any transaction shall be T+3 days (Or any other time schedule Bank may advise any time during the contract period) and make arrangements for reconciliation of the transactions within the given time frame without any exception. However, in case of circumstances beyond the control of Successful Bidder, the reconciliation of the transactions may extend up to 10 days from the date of transaction with specific permission from the Bank failing which it shall be treated as breach of contract & liable for penalty as per terms set in item no. 11 of this Agreement.
- o If the Reconciliation of ATMs' transactions get delayed for any reason i.e. delays in receipt of requisite reports/files from MasterCard/IDRBT/SBI or other such Sharing Networks. It will be responsibility of Successful Bidder to take up matter directly with the concerned department of Switching Successful Bidder and the respective Network Operator for resolution. However, if the reports/files are not received from the respective agencies even after 1 working day of such efforts by the Successful Bidder then Successful Bidder will escalate the matter to Bank and Bank shall intervene and make efforts to close the issue. If necessary the Bank shall invoke the agreements with these agencies for penalty/compensation for such delayed transmission of files/reports.
- o Set up teams for providing services at PNB premises consisting of competent and experienced staff, who are sufficiently skilled in the software solution. Teams should be headed by more experienced resources for each vertical separately like Complaint Redressal, Reconciliation, EJ Processing etc
- o Resources deployed should be sufficiently qualified to handle the Reconciliation work and hold experience of a minimum of 6 months in ATM Reconciliation work. The leaders of various vertical should hold a minimum of 2 years' experience in handling ATM Reconciliation Process
- o There would be a Project Leader in the team who would head the local team of resources deployed at Bank. He / She should have an experience of at least 5 years of ATM Reconciliation or related processes
- o Successful Bidder would provide self-certification for the past experience for the resources being deployed in the bank. Verification of credentials of resources will be the responsibility of the bidder. At the time of deputing the resources at Bank's site, Vendor will provide joining letter to the resource based on which he/she will be allowed to work at the banks site. In the event of transfer/ resignation of any resource working at bank's site, prior information in this regard should be given to the bank before relieving. The Bidder will submit list of resources to be deployed with details of experience for their approval by the Bank
- o Successful Bidder will ensure taking of and maintenance of the Back-up of data as well as system as per Bank's back up policy. Generally, the data should be readily available for up to three years in the system / back up media. (The Successful Bidder will manage backup on end to end basis as per backup policy of the bank.)

VI. Successful Bidder will ensure timely reconciliation of all accounts including Settlement Accounts. Timelines for ensuring reconciliation of various accounts will be conveyed to the successful bidder upon its selection

Signature of Authorized Signatory
Seal of Company
Date & Place:

COMPLIANCE STATEMENT**DECLARATION**

Compliance	Description	Compliance (Yes/No)	Remarks/Deviations
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 bids).		
Technical Specification	We certify that the systems/services offered by us for tender confirms to all the technical and other specifications stipulated by you under Clause 3 and Annexure III of the RFP Document with the following deviations:		

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

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 not submitted in proper format as per RFP.

Date: _____

Place: _____

Signature of Authorized Signatory

Seal of Company

Date & Place:

Annexure V

BIDDER'S INFORMATION

Please provide following information about the Company

S. No.	Information	Particulars / Response			
1.	Company Name				
2.	Date of Incorporation				
3.	ISO certification of company				
4.	Name and Address of authorized Signatory (Please enclose the copy of Board resolution)				
5.	Contact Person(s) Phone Fax E-mail Website				
6.	Bank Account Detail:				
7.	Please mention turnover for last three financial years and include the copies of Balance Sheet in support of it.	Year	Turnover Rs.(in Cr)	Profit/L oss Rs.(in Lakhs)	Net worth
		2015-16			
		2016-17			
		2017-18			

Signature of Authorized Signatory

Seal of Company

Date & Place:

Technical Architecture

SI No.	Description	Response
1	Software Solution Application architecture (Complete application architecture should be explained including scalability, customization to India conditions, Ease and time taken for Customization, security features etc.)	
2	Details of application proposed to be used for performing services as per Scope of Work	
3	Hardware details	
4	Any other additional information	

Signature of Authorized Signatory

Seal of Company

Date & Place:

Annexure VII

COMMERCIAL OFFER (ONLINE SUBMISSION ONLY)

COMMERCIAL OFFER

Amount in Rs.

DESCRIPTION	Amount in Indian Rupees
Per Successful Financial Transaction cost for providing services as per terms of the RFP and as per Scope of Work	

Note:

- Bidder to quote price per Financial Transaction (excluding non-financial transactions like balance enquiry, PIN change etc and system reversal transactions) which are successful at Bank's Switches subject to deduction of penalties.
- The Commercial quote of "Per Successful Financial Transaction Cost" should be inclusive of all costs to be incurred by the bidder for providing reconciliation services at bank's premises including cost of software solution, servers, other hardware, cost of resources deployed at bank's premises in Delhi, maintenance etc. The cost quoted should be exclusive of applicable taxes like GST or any other tax that may be levied by any Government in future in lieu of service tax within the Contract period, which will be paid on actual basis. Payment made by the Bank however shall be subject to TDS as applicable from time to time.

**Signature of Authorized Signatory
Seal of Company
Date & Place:**

Annexure VIII

Performa for the Bank Guarantee for Earnest Money Deposit

(To be stamped in accordance with stamp act)

Ref: Bank Guarantee # Date

Punjab National Bank

Digital Banking Division

Plot No. 4, Sec – 10, Dwarka

New Delhi - 110075

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 ATM Reconciliation floated by the BANK having its Corporate Head Office at, Dwarka
Sec-10, New Delhi.

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.

"Not withstanding 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 _____ 2018 at _____

Name of signatory

Designation

Bank Common Seal

INTEGRITY PACT

PERFORMA FOR INTEGRITY PACT

To,
Chief Manager,
Punjab National Bank
HO: Digital Banking Division
Plot No. 4, Sector – 10, Dwarka
New Delhi - 110075

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

This Integrity Agreement is made at on this day of 2018.

BETWEEN

Punjab National Bank is a Bank constituted under The Banking Companies (Acquisition & Transfer of Under-takings) Act 1970, having its Head Office at Plot No. 4, Sector – 10, Dwarka, New Delhi - 110075, and inter-alia a Branch Office/ Circle Office at _____ (Hereinafter referred as the Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and assigns)

AND

..... (Name and Address of the Individual/firm/Company) Through..... Details of duly authorized signatory) (Hereinafter referred to as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context here of include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender for (.....Name of Work.....) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s). AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If any information comes to the notice of the Principal/owner on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and forthwith report the Principal/Owner about all suspected fraudulent act or corruption or Coercion or Collusion of any person connected with the tender process which it has knowledge or becomes aware any time, during the tendering process and throughout the negotiation or award of a contract.

2) The Bidder/Contractor commits himself/itself to take all measures necessary to prevent corruption. He/it commits himself/itself to observe the following principles during his/its participation in the Tender process and during execution of the Contract:

a) The Bidder/Contractor shall not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

b) The Bidder/Contractor shall not enter with other Bidder(s) 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 cartelize in the bidding process.

c) The Bidder/Contractor will not commit any offence under the relevant IPC/PC Act. Further the Bidder/Contract will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted Electronically.

3) The Bidder/Contractor of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder/Contractor of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

4) The Bidder/Contractor will, when presenting his/its bid, disclose any and all payments he/it has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

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

4.2. The Bidder/Contractor will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment to the interests of Principal/Owner.

4.3. The Bidder/Contractor will not, directly or through any other person or firm use Coercive Practices against principal/owner and/or other bidder(s)/contractor(s). Coercive practices mean the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process.

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1) If the Bidder/Contractor, either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner at its discretion, is entitled to disqualify the Bidder/Contractor from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes after giving 14 day's notice to the contractor. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3) Criminal Liability: If any act/omission or conduct of a Bidder or contractor conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder

or Contractor which constitutes corruption within the meaning of IPC/PC Act brought to the notice of the Principal/Owner, or if the Principal/ Owner has substantive suspicion in this regard, the Principal/Owner shall be at liberty to inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

(i) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

(ii) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or the contract, if already awarded, can be terminated for such reason. Principal/owner will be entitled to exclude the contractor from future tender/contract award processes for a period not exceeding three years.

(iii) Without prejudice to any other legal rights or remedies available to the principal under the relevant clauses of the tender document.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

5.1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.

5.2. The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

5.3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/ Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/ determined by the Competent Authority, Punjab National Bank.

Article 7-Independent External Monitor (IEM)

1. The Principal/Owner has appointed competent and credible Independent External Monitor(s) (IEM) for this Pact in consultation with the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to MD& CEO, Punjab National Bank.

3. The Bidder/Contractor accepts that the IEM has the right to access, without restriction, to all Project documentation of the Principal/Owner including that provided by the Contractor. The Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his or any of his Sub-Contractor's project documentation. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

4. In case of tenders having estimated value exceeding Rs 60 lakhs, the Principal/Owner will provide to the IEM sufficient information about all the meetings among the parties related to the Project and shall keep the IEM apprised of all the developments in the Tender Process.

5. As soon as the IEM notices, or believes to notice, a violation of this Pact, he will so inform the Management of the Principal/Owner and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. However, beyond this, the IEM has no right to demand from the parties that they act in a specific manner, and/or refrain from action or tolerate action.

6) The IEM shall submit a written report to the MD & CEO, of the Principal/Owner within 6 to 8 weeks from the date of reference or intimation to him by the Principal/Owner and, should the occasion arise, submit proposals for correcting problematic situations.

(i) The word "IEM" would include both singular and plural.

(ii) IEMs will not use or pass on any information or document provided to it regarding plans, proposals and business details for the purpose of competition or personal gains etc.

Article 8- Other Provisions

This Pact is subject to Indian Law, place of performance and jurisdiction is place where office of the Principal/Owner, who has floated the Tender, is located.

1. Changes and supplements need to be made in writing.

2. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

3. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

4. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 9- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact. IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

..... (For and on behalf of Principal/Owner)
..... (For and on behalf of Bidder/Contractor)

WITNESSES:

1..... (Signature, name and address)

2. (Signature, name and address)

Place:

Dated:

Annexure-X

Check List- Technical Bid

Sl. No.	Documents	Submitted in Bid
1.	Covering letter of Bid (Annexure-I)	
2.	Response to Eligibility Criteria (Annexure-II) along with supporting documents	
3.	Bidder's Information (Annexure-V) along with supporting documents	
4.	Compliance Statement (Annexure-IV)	
5.	Bank Guarantee format for EMD (Annexure-VIII)	
6.	Pre-Contract Integrity Pact (Annexure-IX)	
7.	Any other document giving details of any value additions in the services being offered	
8.	True copy of valid PCI PA DSS Certificates including along with its listing on PCI Security Standards website.	
9.	Copy of last two years audited balance sheets/ Profit & Loss Statements duly attested by the Company Secretary/authorized signatory.	
10.	Power of attorney in case of authorized contact person.	
11.	All pages of bid documents must be signed by authorized person and all pages of the bid document should be numbered in serial order i.e.1, 2, 3...	
12.	Technical Architecture Annexure VI along with supporting documents	
13.	Supporting documents and details in respect of Techno Evaluation Matrix Annexure XI	

Commercial bid (Only Online)

Sl. No.	Documents	Submitted (Yes/No)
1.	Commercial bid. (Annexure-VII)	

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

Technical Evaluation Matrix**Maximum Marks: 100**

S No	Parameter	Weightage / Marks	Description	Basis of Marks
1	Largest single successful running of the ATM Reconciliation Process in Banks in India in terms of ATMs handled directly through the process as on date of submission of bids	20	20 marks - no. of installed ATMs greater than 12000 15 marks - no. of installed ATMs between 8000 and 12000 10 marks – no. of installed ATMs between 5000 and 8000	Bidder to provide the customer References which should comprise requisite information
2	Largest single successful running of the ATM Reconciliation Process in Banks in India in terms of average daily ATM/PoS/E-Comm transactions handled	20	20 marks – no. of daily transaction handling greater than 1.5 millions 15 Marks – no of daily transactions between 0.8 million and 1.5 million 10 marks – no. of daily transaction handling between 0.5 million and 0.8 millions	Bidder to provide the customer References which should comprise requisite information
3	Bidder's experience in terms of successful running of the ATM Reconciliation process for Scheduled Commercial Banks in India for a least one completed year on the date of submission of bids	10	2 mark for each schedule commercial Bank in India where the ATM Reconciliation Process has been handled by the bidder successfully for at least one completed year on the date of submission of bids.	
4	Bidder's experience in terms of successful running of the ATM Reconciliation process in India for Scheduled Commercial Banks in terms of years of experience on the date of submission of bids	10	1 marks for each year of experience.	
5	Assessment of the bidder and its Reconciliation Process through feedback from Banks or visits	20	Marks will be allocated by The Bank based on feedback /Site Visits	

6	Financial strength of bidder in the last financial year (2014-15) in terms of the following parameters :a. Turnover b. Net profit	20	Maximum of 10 marks each will be allocated to the bidder/s with highest strength in each of these two parameters and marks to other bidders will be allocated in inverse proportion to other bidders	Bidder to submit the Balance sheet along with Audited Balance sheet which should specifically comprises of Turnover, Net profit and Net worth. In the absence of same No mark will be allocated to bidder.
	Total	100		

PROFORMA FOR THE BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be stamped in accordance with stamp act)

Ref: Bank Guarantee # Date

Punjab National Bank

Digital Banking Division

Plot No. 4, Sector – 10

Dwarka, New Delhi – 110075.

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 Supply, Installation, Commissioning and Maintenance of ATMs and ATM Buyback.

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.

"Not withstanding 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 _____ 2019 at _____

Name of signatory

Designation

Bank Common Seal

UNDERTAKING

We hereby undertake:

1. That if bank terminates our services, IBA can be informed regarding the same for maintaining a caution list (of such service providers for the entire banking industry) to be shared amongst banks.
2. That the service provider, it is not a subsidiary of the bank, is not owned or controlled by any director or officer/employee of the bank or their relatives having the same meaning as assigned under Section 6 of the Companies Act, 1956.
3. That bank will have access to all books, records and information relevant to the outsourced activity available with the service provider.
4. That our company has contingency plans to ensure business continuity.
5. That the Vendor shall be open and provide for continuous monitoring, assessment and immediate / speedy implementation of corrective measures as suggested by the bank.
6. That Vendor will take prior approval / consent before engaging a subcontractor for all or part of an outsourced activity.
7. That bank shall have the right to conduct audits on the service provider whether by its internal or external auditors, or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the service provider in conjunctions with the services performed for the bank.
8. That Vendor will allow Reserve Bank of India or persons authorized by it to access the bank's documents, records of transactions, and other necessary information given to, stored or processed by the service provider within a reasonable time.
9. That Vendor shall recognize the right of the Reserve Bank to cause an inspection to be made of a service provider of a bank and its books and account by one or more of its officers or employees or other persons.
10. That confidentiality of customer's information should be maintained even after the contract expires or gets terminated.
11. That Vendor shall provide for the preservation of documents and data by the service provider in accordance with the legal / regulatory obligation of the bank in this regard.
12. That in the event of termination of the agreement for any reason, this shall be publicized so as to ensure that the customers do not continue to entertain the service provider.

Authorized Signatory