RFP (R1) for Installation, Operation and Maintenance of Automated teller Machine (ATM) at Gandhinagar Capital Railway Station, Gandhinagar (Gujarat).

GANDHINAGAR RAILWAY &
URBAN DEVELOPMENT CORPORATION LIMITED

GARUD
Block No. 3, 3rd floor, E1 Wing
Gandhinagar, Gujarat 382010
Off. 079-299-16002
Website: https://www.garud.org.in/
Email: garud-gandhinagar@gujarat.gov.in

CRITICAL DATES

#	Particulars	Detail
1.	Date of publish of Tender document	27 November 2026
2.	Start download date of RFP/RFQ/Tender documents	27 November 2026
3.	Last download date of RFP/RFQ/Tender Document	05 December 2026
4.	Pre-bid meeting at 3rd Floor, Block No.3, E1 Wing Sector – 10 A Gandhinagar.	30 November 2026 @ 1200 Hrs
5.	Last date for submission of bids at GARUD office	05 December 2026 @ 1600 Hrs
6.	Technical Bid Opening date	05 December 2026 @ 1700 Hrs
7.	Financial Bid Opening date	To be notified only to Technically qualified bidders.

GANDHINAGAR CAPITAL RAILWAY STATION, GANDHINAGAR (GUJARAT)

Tender Details	
Work Details	RFP (R1) for Installation, Operation and Maintenance of Automated Teller Machine (ATM) at Gandhinagar Capital Railway Station, Gandhinagar (Gujarat)
Railway Station Details	Gandhinagar Capital Railway Station, Gandhinagar which has the following: • Departure Hall • Queuing Hall • Stage/Statue Area • Booking office • ELV Room • First aid Room • Shop (Platform no. 1and 2) • Prayer Room • Baby Feeding Room • Water Room • Divyang Toilet • Male/ Female Toilet • Waiting/Multipurpose Hall
Tender Notice	GARUD/ GNC/ATM/931/2026/R1
Area provided for installation of ATM	10 * 10 ft.
Location	At entry porch of Gandhinagar Capital Railway Station
Station Currently Managed by	Gandhinagar Railway & Urban Development Corporation Limited (GARUD) which is a Joint Venture Company of Government of Gujarat (equity contribution 74%) and Ministry of Railways/ RLDA (equity contribution 26%)

The form below should be filled by bidder along-with all supporting documents as stipulated in the relevant rows. Failure to adhere to the format will lead to rejection of Bid.

Mandatory Information for Eligibility of the bid (To be filled in by the Bidder)

#	Criteria	Details (To be filled in by the bidder)	Supporting Document kept at pg. no.
1.	Name of the tendering bank		
2.	Registration particulars (if any)		
3.	Name of authorized agency/Individual if the tender is submitted on behalf of the Bank.		
4.	Power of Attorney to submit the tender on behalf of the bank (duly stamped & authenticated by a Notary public or by Magistrate in Favor of the specific person, authorizing him/them)		
5.	Details of experience		
6.	No of ATM's being operated by the bank in City/State		
7.	Details of RBI approval		
8.	Address of registered office		
9.	Address of Head office		
10.	Address of nearest branch of the bank		
11.	PAN Number of the tendering bank (Please enclose the self-attested photocopy of PAN Card issued by Income Tax Department)		
12.	GSTIN Number of the bidder (Please enclose the attested photocopy of GST Registration Certificate issued by relevant authorities)		

Note: The details as required in must be submitted with supporting documents for each criterion mentioned in each row.

Instructions to Bidder

1. For and on behalf of Gandhinagar Railway & Urban Development Corporation Ltd. (GARUD) sealed bid **Public Sector banks** having valid statutory and regulatory approvals for installation, operation and maintenance of an Automated Teller Machine (ATM) at Gandhinagar Capital Railway Station for the period of 5 year are being invited.

Size	Location	Nos of ATM
10 * 10 Ft	At entry porch of Gandhinagar Capital Railway Station	1 No

2. Highest quote/offer over shall be the sole parameter for selection of highest bidder. H1 bidder will be derived on highest individual bid for installation of ATM. The minimum reserve price shall be Rs. 20,000 per month exclusive of GST.

3. The tendering bank has to pay the rental on monthly basis.

4. The Scope of Work and Terms of Reference is provided in Bid Document.

5. M/s GARUD reserves the right to accept/reject any or all Bids without assigning any reason thereof.

6. M/s GARUD reserves the right to change/modify/amend any or all of the provisions of this Bid Document at any stage. Such changes shall be notified to all bidders who have bought the tender document.

7. All payments to be remitted vide Cheque / Demand draft /RTGS in favour of Gandhinagar Railway & Urban Development Corporation Ltd. (GARUD)

8. Receipt of Bids: Sealed bids should be addressed to the Office of Managing Director, GARUD, Block No. 3, 3rd floor, E1 Wing Gandhinagar, Gujarat 382010 not later than 16:00 hrs on 05 December 2026.

9. Address for Communication: Senior Manager, Gandhinagar Railway & Urban Development Corporation Limited (GARUD), Block No. 3, 3rd floor, E1 Wing Gandhinagar, Gujarat 382010.

10. Bid Shall be Valid for a period of 60 days.

11. **Site Visit:** Tendering bank is advised to depute a competent team to visit the site to fully understand the job, obtain related information and ascertain the difficulties likely to be encountered. For the purpose of the site visit, the interested bank may contact GARUD officials on the address given above.

12. **Pre -Bid Meeting**

12. 1 If a prospective tendering bank requires any clarification on the bidding documents may notify GARUD in writing at the address indicated above. GARUD will respond to all requests for clarification which it receives prior to or during the Pre-Bid Meeting. Copies of GARUD's response including a description of the enquiry will be posted on its website without disclosing its source.

12.2Pre-bid meeting shall be conducted as given in tender notice. It will be advisable for the Bidders to attend the Pre-Bid Meeting so as to understand and clarify issues related to bid and work. The purpose of the meeting shall be to clarify issues and to answer questions on any matter that may have been raised by the prospective bidders in writing and received by GARUD's office prior to or during the Pre bid Meeting.

12.3 Any modification of the bid document, which may become necessary as a result of the pre-bid meeting, will be made by GARUD exclusively through the issue of an Addendum / Corrigendum pursuant to relevant clause/clauses.

12.4 The Addendum / Corrigendum will be published on the website(s) where the original tender is uploaded and made available for reference to prospective bidders. No separate communication or any advertisement in the publications will be made. Tendering bank will have to visit the websites for downloading the addendum / corrigendum.

13. Tender Fee

Tender Fee is Rs. 1000/- (Rupees One Thousand Only). Bidder shall submit tender fee in the form of DD in favour of 'Gandhinagar Railway and Urban Development Corporation Ltd' from any Nationalized & scheduled Bank.

14. Earnest Money Deposit (EMD)

14.1 Earnest Money Deposit is Rs. 20,000/- (Rupees Twenty Thousand Only). Bidder shall submit EMD in the form of DD in favour of 'Gandhinagar Railway and Urban Development Corporation Ltd' any Nationalized & scheduled Bank

14.2 The EMD submitted in the form of DD shall have minimum validity of Six months from the date of online submission of tender by the bidder.

14.3 If the tendering bank modifies or withdraws his bid while his bid is under consideration, the EMD shall be forfeited and the bidder may be disqualified from tendering for future works under GARUD.
14.4 The EMD will be returned to the unsuccessful Bidders. The Earnest Money will be returned to the successful Bidder after he furnishes security deposit (performance security) and duly enters into the contract.
14.5 Within 15 (Fifteen) days or within the extended time frame permitted by GARUD up to 7 days' time with imposition of a penalty of Rs. 5,000 from date of receipt of LOA, the successful bidder shall furnish the required security deposit (performance security) and attend the office of the Tender Inviting Authority for execution of the contract documents. If the successful bidder fails to furnish security deposit (performance security) within stipulated time frame, the EMD deposited will be forfeited and such bidder's bid shall be rejected such bidder's bid shall be rejected and the bidder may be disqualified from tendering for future works under GARUD.

15. **Security Deposit (Performance Security)**

The Successful Bidder shall furnish a Security Deposit equivalent to **three (3) months of the accepted Monthly Licence Fee** within fifteen (15) days from issuance of the Letter of Award or within such extended period as may be permitted by GARUD.
The Security Deposit may be furnished in the form of Demand Draft, Fixed Deposit Receipt or unconditional and irrevocable Bank Guarantee issued by a Scheduled Commercial Bank acceptable to GARUD.
Where furnished through Bank Guarantee, the same shall remain valid throughout the Licence Period and for a further period of **ninety (90) days after expiry or termination of the Licence Agreement**.
GARUD shall be entitled to appropriate/recover from the Security Deposit any unpaid Licence Fee, electricity charges, penalties, damages, restoration expenses or any other amount due from the Licensee.
The Security Deposit shall be refunded, without interest, after expiry/termination of the Licence Agreement, vacation and satisfactory restoration of the premises and settlement of all outstanding dues.

16. Licenses, Permits, Insurance and Liability

i. The Bidder shall, at its own cost and responsibility, obtain and keep valid throughout the Tenure all licenses, registrations, permits, certificates, and approvals required under applicable law for setting up and operating the kiosk and for operating and maintaining the ATM contemplated under this Agreement, including all statutory or Railway/GARUD-mandated approval. GARUD shall bear no responsibility for obtaining, renewing, or maintaining any such license, permit, registration, or approval.
ii. The Bidder shall, at its own cost, procure and maintain adequate insurance cover for the duration of the Tenure, including but not limited to public liability insurance, fire and allied perils insurance for the ATM structure, stock, and fixtures, and any statutory insurance (such as employee/workmen compensation insurance) required in respect of its staff. The Bidder shall furnish copies of such insurance policies to GARUD on request and shall ensure that all policies remain valid and in force at all times during the Tenure.
iii. GARUD shall not be liable for any loss, damage, injury, claim, penalty, fine, or liability of any nature whatsoever — whether to the Bidder, its staff, its property, third parties, or passengers — arising out of or in connection with the Bidder's failure to obtain or maintain any license, permit, registration, approval, or insurance required under this clause, or arising out of the Bidder's operations, acts, omissions, or those of its staff or agents. All such liability shall rest solely and exclusively with the Bidder, who shall indemnify and keep indemnified GARUD, Railways, and their respective officers and employees against any such loss, claim, damage, penalty, or liability, including reasonable legal costs incurred in defending any such claim.

iv. non-possession of any mandatory license, permit, registration, or insurance at any point during the Tenure shall constitute a material breach of this Agreement and shall entitle GARUD to take suitable action, including suspension of operations, imposition of penalty, or termination of this Agreement, without prejudice to GARUD's other rights and remedies.

17. Eligibility Criteria

The bidder should satisfy the following minimum eligibility requirements:

1. The bidder shall be a **Public Sector banks** eligible to provide ATM/banking services under applicable Indian laws and regulations.
2. The bidder shall possess all necessary licences, registrations and regulatory approvals.
3. The bidder shall have adequate financial and technical capacity to install and operate the ATM.
4. The bidder shall have experience in operating and maintaining ATMs or equivalent banking self-service infrastructure.
5. The bidder shall not have been blacklisted/debarred by any Government department, statutory authority, Railway organisation or other competent authority, subject to applicable procurement rules.
6. The bidder shall have a valid PAN, GST registration and other applicable statutory registrations.
7. The bidder shall comply with all applicable RBI, banking, cybersecurity, accessibility, electrical, fire and railway requirements.

GARUD reserves the right to verify the information and documents submitted by the bidder.

18. Two-Envelope Bid System

The tender shall be submitted under a **Two-Envelope Bid System**, comprising a **Technical Bid (Envelope-I)** and a **Financial Bid (Envelope-II)**. Both envelopes shall be separately sealed and thereafter placed together in one sealed **Master Envelope**.

A. Envelope-I – Technical Bid

Envelope-I shall be clearly superscribed **"TECHNICAL BID – RFP for Installation, Operation and Maintenance of ATM at Gandhinagar Capital Railway Station"** and shall contain all documents required for determining the eligibility and technical responsiveness of the Bidder, including the Tender Fee, Earnest Money Deposit (EMD), duly filled eligibility details, statutory and regulatory approvals, authorisation/Power of Attorney, PAN, GST registration, experience credentials, declarations, duly signed and stamped Tender Document and all other documents stipulated in the RFP.

The Technical Bid shall not contain the Financial Bid or any indication whatsoever of the Licence Fee/financial offer quoted by the Bidder. Disclosure of the financial offer in Envelope-I may render the Bid liable to rejection.

B. Envelope-II – Financial Bid

Envelope-II shall be clearly superscribed **"FINANCIAL BID – RFP for Installation, Operation and Maintenance of ATM at Gandhinagar Capital Railway Station"** and shall contain only the Financial Bid in the prescribed format, duly filled, signed and stamped by the authorised signatory of the Bidder.

The Bidder shall quote the **Monthly Licence Fee** for the designated ATM space. The quoted Monthly Licence Fee shall not be less than the Minimum Reserve Licence Fee prescribed in

the Tender Document and shall be exclusive of GST and other charges payable separately in accordance with the Tender conditions.

No conditions, qualifications, deviations or additional commercial terms shall be inserted in the Financial Bid.

C. Master Envelope

Envelope-I and Envelope-II shall be placed together in one sealed Master Envelope, which shall be clearly superscribed with:

"RFP (R1) for Installation, Operation and Maintenance of Automated Teller Machine (ATM) at Gandhinagar Capital Railway Station, Gandhinagar (Gujarat)"

Tender Notice No.: GARUD/GNC/ATM/931/2026/R1

The Master Envelope shall also clearly mention the **name and address of the Bidder** and shall be submitted at the designated GARUD office on or before the date and time specified in the Tender Document.

D. Opening and Evaluation of Bids

In the first stage, only **Envelope-I – Technical Bid** shall be opened on the prescribed Technical Bid Opening Date.

GARUD shall examine the Technical Bids to determine whether the bidders fulfil the prescribed eligibility criteria and whether the bids are substantially responsive to the requirements of the Tender Document. GARUD may seek clarifications and/or supporting documents from the Bidder where considered necessary, provided that such clarification shall not result in any material alteration of the bid or permit submission of a substantially deficient bid after the due date.

Only those bidders whose Technical Bids are found **technically qualified and substantially responsive** shall be eligible for opening of their Financial Bids.

Envelope-II – Financial Bid of technically disqualified/non-responsive bidders shall not be opened.

The date and time for opening of the Financial Bids shall be as specified in the Critical Dates or shall be communicated by GARUD to the technically qualified bidders.

E. Financial Evaluation and Selection

The Financial Bids of technically qualified bidders shall be opened and evaluated on the basis of the **Monthly Licence Fee** quoted in the prescribed Financial Bid format.

The technically qualified bidder quoting the **highest Monthly Licence Fee (H1)**, subject to the quoted amount being equal to or higher than the prescribed Minimum Reserve Licence Fee, shall ordinarily be considered for award, subject to fulfilment of all Tender conditions and approval of the Competent Authority.

In case of discrepancy between the amount quoted in figures and words, **the amount quoted in words shall prevail**.

GARUD reserves the right to accept or reject any bid in accordance with the provisions of the Tender Document and applicable rules.

2. INSTRUCTIONS TO BIDDERS REGARDING TENDER FORMS DOWNLOADED FROM INTERNET

1. Tender document is to be downloaded from the www.garud.org.in and printout is to be taken on A4 size paper and details are to be entered by the tenderer as required in the document.

2. The tender document (in full) downloaded along with the various documents required to be submitted as per the tender conditions should be put in a sealed cover duly super scribing with the name of the work, tender notice no. and date.

3. Tenderers are advised to download tender documents well in advance and submit the tender before the stipulated time.

4. Each page of the tender to be signed and stamped by respective bidders (authorized personnel). Which means the bidder agrees with terms and condition of the bid documents.

3. CONDITIONS OF TENDER

1. Main Objectives

The objective of this tender is to provide convenient banking/ATM services to:

- Railway passengers;
- Railway employees and authorised personnel;
- Visitors and members of the public using the station;
- Other authorised users.

The ATM facility is intended to improve passenger amenities and provide convenient access to cash and permitted banking services at Gandhinagar Capital Railway Station.

2. Scope of Work

The successful bidder shall undertake the following activities at its own cost and responsibility:

2.1 Installation

The bidder shall:

1. Supply and install a new and fully functional ATM machine.
2. Provide all associated equipment required for safe and reliable operation.
3. Undertake installation only at the location approved by the Railway/Station Authority.
4. Provide suitable ATM enclosure/cabin, if required by the Railway.
5. Provide appropriate illumination, signage and customer information displays.
6. Ensure that the installation does not obstruct passenger movement, emergency exits, railway operations or existing station facilities.
7. Obtain all permissions/approvals required for installation and operation.

2.2 ATM Equipment

The ATM shall be modern, secure and compliant with applicable banking and regulatory requirements.

The ATM should, as applicable, support:

- Cash withdrawal;
- Balance enquiry;
- Mini statement;
- PIN change;
- Other permitted banking services;
- EMV/chip card transactions;
- Contactless transactions, where supported;
- Accessibility features for persons with disabilities, wherever applicable.

The bidder shall ensure adequate cash availability based on transaction demand.

2.3 Connectivity

The bidder shall arrange reliable communication connectivity between the ATM and its banking/network infrastructure.

The bidder shall be responsible for:

- Primary connectivity;
- Backup connectivity, wherever required;
- Network equipment;
- Communication charges;
- Cybersecurity and network security;
- Restoration of connectivity in the event of failure.

2.4 Power Supply

The bidder shall provide all electrical equipment required for ATM operation, including, as applicable:

- UPS;
- Voltage stabiliser;
- Surge protection;
- Battery backup;
- Appropriate earthing;
- Other electrical protection equipment.

Any electrical work within the railway premises shall be undertaken only with the prior approval of the competent Railway authority.

2.5 Operation and Maintenance

The bidder shall be responsible for:

- Preventive maintenance;
- Corrective maintenance;
- Software and firmware maintenance;
- Hardware replacement;
- Cash replenishment;
- Cleaning of the ATM and immediate surrounding area;
- Removal of technical faults;
- Maintaining adequate uptime;
- Customer assistance/contact facility.

3. Tenure of Bidder

The Licence shall initially be granted for a period of five (5) years from the Commencement Date, unless terminated earlier in accordance with the Agreement.

Any extension beyond the initial Licence Period shall not be automatic or a matter of right of the Licensee.

GARUD may, subject to applicable policy, approval of the Competent Authority, satisfactory performance of the Licensee and applicable Railway/Government requirements, consider extension of the Licence for such further period and on such commercial terms, including revised/escalated Licence Fee, as may be mutually agreed in writing.

Mere continuation of occupation after expiry shall not be deemed to constitute renewal or extension.

If the Bidders does not operate the ATM upto atleast 50% of the contract period, then the party is liable to be debarred for next bidding and the paid Bidder fees.

4. Installation and Commissioning

The successful bidder shall install and commission the ATM within **30 days** from the date of site handover/work order.

Before commissioning, the bidder shall obtain approval from the competent authority regarding:

- Installation;
- Electrical connections;
- Signage;
- Cabin/enclosure;
- Safety arrangements;
- Connectivity;
- Other associated works.

The ATM shall be declared operational only after successful testing and acceptance by the Railway/Authority.

The Successful Bidder shall complete installation and commissioning of the ATM within **thirty (30) days** from the date of handing over of the designated space or issuance of permission to commence installation, whichever is later, unless otherwise approved by GARUD.

The "Commencement Date" for the purpose of calculation of Licence Fee and Licence Period shall be the date specified by GARUD in the Letter of Award/Agreement/site handover document.

Any delay attributable solely to GARUD/Railways in making the designated space available shall be considered appropriately while determining the Commencement Date.

5. Performance and Uptime

The bidder shall maintain the ATM in operational condition throughout the contract period.

The target ATM availability shall be:

The Licensee shall maintain minimum ATM availability/uptime of **98% in each calendar month**, excluding downtime attributable to scheduled maintenance approved by GARUD/Railway, failure of utilities/services under the control of GARUD/Railways, Force Majeure Events or other reasons accepted by GARUD as being beyond the reasonable control of the Licensee.

For the purpose of calculating operational availability, prolonged non-availability of cash attributable to the Licensee may be treated as non-availability of the ATM.

The Licensee shall maintain appropriate records of uptime, downtime, cash availability, faults and corrective actions and shall furnish the same to GARUD whenever required.

Repeated failure to maintain the prescribed service level, prolonged closure or abandonment of the ATM without reasonable cause shall constitute a breach and may result in notice, penalty and/or termination in accordance with the Agreement.

The bidder shall maintain records of:

- ATM uptime/downtime;
- Technical faults;
- Cash replenishment;
- Maintenance;
- Complaints;
- Corrective action.

GARUD may review these records periodically.

6. Cash Management

The bidder shall ensure adequate availability of cash in the ATM based on transaction requirements.

The bidder shall be solely responsible for:

- Cash loading;
- Cash balancing;
- Cash reconciliation;
- Cash-in-transit arrangements;
- Security during cash replenishment;
- Removal of excess cash;
- Investigation and resolution of cash-related discrepancies.

GARUD shall not be responsible for cash held inside the ATM.

7. SECURITY REQUIREMENTS

The bidder shall provide appropriate security arrangements for the ATM, including as applicable:

- CCTV coverage;
- Alarm system;
- Tamper detection;
- Anti-skimming measures;
- Secure cash cassette arrangements;
- Appropriate physical protection;
- Emergency contact mechanism;
- Monitoring of ATM status.

The installation shall comply with applicable security standards and directions of competent banking/regulatory authorities.

Where CCTV is installed, its placement and operation shall comply with applicable law and Railway security requirements.

8. FIRE AND ELECTRICAL SAFETY

The bidder shall ensure that:

1. The installation complies with applicable electrical safety requirements.
2. Suitable fire-safety equipment is provided wherever required.
3. Electrical cables are properly protected and routed.
4. Earthing is provided as required.
5. No unauthorised electrical connection is made.
6. Any electrical modification in Railway premises is carried out with prior permission.
7. The installation does not create a hazard to passengers, railway employees or property.

9. SIGNAGE AND BRANDING

The Licensee may display its name, logo, ATM identification and mandatory customer information only within the dimensions and locations approved by GARUD/Railways.

No third-party advertisement, commercial display, digital advertisement, promotional material, product advertisement or branding unrelated to the ATM/banking facility shall be displayed without prior written permission of GARUD.

GARUD may require removal or modification of any signage that is considered inconsistent with station aesthetics, passenger information systems, safety or Railway requirements.

10. HOUSEKEEPING

The bidder shall maintain the ATM premises in a clean and hygienic condition.

The bidder shall ensure:

- Regular cleaning;
- Removal of waste;
- Clean ATM surfaces;
- Clean flooring and surrounding area;
- Proper lighting;
- Functional customer information displays.

The bidder shall promptly rectify any condition that may inconvenience passengers.

11. CUSTOMER SERVICE

The bidder shall provide a clearly displayed customer-service/helpdesk contact number.

Customer complaints relating to ATM transactions, cash withdrawal, card retention, failed transactions or other banking matters shall be handled by the bidder through its established customer-service mechanism.

GARUD shall not be responsible for resolving banking transaction disputes.

12. COMPLIANCE WITH LAWS AND REGULATIONS

The bidder shall comply with all applicable:

- Acts and Rules of the Government of India;
- Railway regulations and instructions;
- RBI directions and applicable banking regulations;
- Cybersecurity requirements;
- Data-protection and privacy requirements;
- Labour laws;
- Electrical safety requirements;
- Fire and life-safety requirements;
- GST and taxation requirements;
- Accessibility requirements;
- Local statutory requirements.

Any subsequent regulatory requirement applicable during the contract period shall also be complied with by the bidder, to the extent applicable.

13. DATA SECURITY AND PRIVACY

The bidder shall implement appropriate technical and organisational measures for protection of customer and transaction information.

The bidder shall:

- Protect transaction data;
- Prevent unauthorised access;
- Maintain confidentiality;
- Implement appropriate cybersecurity controls;
- Report security incidents through prescribed channels;
- Comply with applicable data-protection and banking requirements.

No customer information obtained through ATM operations shall be used for unauthorised purposes.

14. INSURANCE

The bidder shall obtain and maintain, at its own cost, appropriate insurance policies covering its equipment, employees, cash-handling operations and liabilities arising from its activities, wherever applicable.

The bidder shall provide evidence of insurance upon request by the GARUD.

15. DAMAGES TO RAILWAY PROPERTY

The bidder shall be responsible for any damage to Railway property caused by its installation, employees, contractors or agents.

The cost of repair/reinstatement may be recovered from the bidder as per the applicable contract provisions.

16. SUB-CONTRACTING/SUBLETTING

The Licensee shall not assign, transfer, sub-license, sublet, part with possession of or otherwise create any third-party right or interest in the licensed premises.

Engagement of specialised agencies for cash replenishment, ATM maintenance, connectivity, security or other ancillary ATM services shall not constitute assignment or subletting, provided that the Licensee shall remain fully responsible and liable for the acts and omissions of such agencies.

17. INSPECTION AND AUDIT

The Railway/Authority shall have the right to inspect the ATM facility during the contract period.

The bidder shall provide reasonable access for inspection of:

- ATM premises;
- Equipment;
- Safety arrangements;
- Maintenance records;
- Uptime records;
- Other contract-related matters.

The bidder shall promptly rectify deficiencies identified during inspection.

18. RELOCATION OF LICENSED SPACE

GARUD/Railways shall have the right, where reasonably required due to passenger circulation, safety, security, redevelopment, station operations, statutory/Railway requirements or other operational necessity, to require relocation of the ATM to another suitable location within the station premises.

GARUD shall, as far as reasonably practicable, provide prior written notice and identify an alternative suitable location.

The Licensee shall cooperate with such relocation and shall not claim any tenancy or permanent right over the originally allotted location.

The allocation of an alternative location and responsibility for relocation costs shall be determined by GARUD having regard to the reason necessitating such relocation and the applicable circumstances.

19. NO OTHER COMMERCIAL ACTIVITY

The licensed premises shall be used **solely for installation, operation and maintenance of the ATM and directly associated banking/self-service facilities approved by GARUD**.

No retail activity, vending, advertisement, promotional kiosk, commercial solicitation or sale of any goods/services unrelated to the permitted banking facility shall be undertaken from the licensed premises without prior written approval of GARUD.

20. VACATION AND RESTORATION OF PREMISES

Upon expiry or earlier termination of the Licence Agreement, the Licensee shall, within **fifteen (15) days** or such other period permitted by GARUD:

(a) discontinue ATM operations;
(b) remove the ATM, enclosure, signage, equipment, furniture, cabling and other installations belonging to it;
(c) clear all outstanding dues;
(d) repair any damage caused during removal; and
(e) restore and hand over the licensed premises to GARUD in a clean and satisfactory condition, subject to normal wear and tear.

If the Licensee fails to remove its equipment within the prescribed period, GARUD may remove/store the same at the risk and cost of the Licensee, after giving appropriate notice.

All restoration/removal costs recoverable from the Licensee may be adjusted against the Security Deposit.

21. INDEMNITY

The Licensee shall indemnify, defend and keep indemnified GARUD, Railways and their respective officers, employees and representatives against third-party claims, losses, damages, liabilities, penalties, costs and reasonable legal expenses arising out of:

(a) installation, operation or maintenance of the ATM by the Licensee;
(b) negligence or wilful misconduct of the Licensee, its employees, contractors or agents;
(c) violation of applicable law or regulatory requirements by the Licensee;
(d) bodily injury or property damage attributable to the Licensee's activities; or
(e) breach of the Licence Agreement by the Licensee.

The indemnity shall not apply to the extent that any such loss is directly attributable to the negligence or wilful misconduct of GARUD.

22. DAMAGE TO GARUD/RAILWAY PROPERTY

The Licensee shall be responsible for damage caused to GARUD/Railway property due to the installation, operation, maintenance or removal of the ATM or due to any act or omission of its employees, contractors or agents.

The Licensee shall rectify such damage to the satisfaction of GARUD within the period specified. In case of failure, GARUD may undertake the rectification and recover the actual reasonable cost from the Licensee, including by adjustment from the Security Deposit.

23. ESCALATION:

The monthly rent/license fee quoted by the successful bidder for the ATM kiosk space shall remain firm for the initial period of **one (1) year** from the date of commencement of the Agreement/License.

Thereafter, the monthly rent/license fee shall be subject to an **annual escalation of 5% (Five Percent)** over the rent/license fee payable for the immediately preceding year.

Such escalation shall become applicable automatically upon completion of every twelve (12) months from the date of commencement of the Agreement/License and shall continue throughout the tenure of the Agreement, including any extension or renewal thereof, unless otherwise mutually agreed in writing.

For avoidance of doubt, the escalated monthly rent/license fee for each subsequent year shall be calculated on a **cumulative/compounded basis**, i.e., by applying 5% escalation to the monthly rent/license fee applicable during the immediately preceding year.

All applicable taxes, duties, levies and other statutory charges, if any, shall be payable in addition to the monthly rent/license fee in accordance with the terms of the tender and applicable laws.

24. ELECTRICITY SUPPLY AND CHARGES

Subject to technical feasibility and approval of GARUD/Railway authorities, electrical power required for operation of the ATM may be made available from the existing electrical system at the station at an identified point.

The Successful Bidder shall, at its own cost, provide all downstream cabling, distribution boards, MCBs/RCCBs, UPS, stabiliser, surge protection, earthing and other equipment necessary for safe operation of the ATM.

Electricity consumption shall be measured through a **dedicated sub-meter**, wherever feasible, to be installed at the cost of the Successful Bidder.

The Successful Bidder shall pay electricity charges based on actual consumption at the tariff/rate prescribed or applicable by GARUD/Railway from time to time, together with applicable taxes/charges.

Electricity charges shall be **over and above the Monthly Licence Fee**.

No unauthorised electrical connection or alteration shall be permitted.

25. DELAYED PAYMENT

In the event the Licensee fails to pay the Monthly Licence Fee, electricity charges or any other amount payable under the Agreement by the prescribed due date, the outstanding amount shall attract **interest at 12% per annum**, calculated from the due date until the date of actual payment.

If any undisputed amount remains unpaid for more than **thirty (30) days** from its due date, GARUD may issue a notice requiring payment within the period specified therein.

Continued failure to make payment despite such notice shall constitute an Event of Default and GARUD shall be entitled to invoke the Security Deposit and/or terminate the Agreement, without prejudice to recovery of outstanding dues.

26. SITE INSPECTION

The Bidder is advised to inspect the proposed ATM location before submission of its bid and satisfy itself regarding the dimensions, access, visibility, passenger circulation, availability of electrical infrastructure, connectivity requirements and other site conditions.

Submission of the bid shall be deemed to constitute acknowledgement that the Bidder has considered the site conditions while preparing its offer.

The photograph/location plan provided in the RFP is indicative and shall be read together with the actual site conditions.

27. PRIORITY OF RAILWAY OPERATIONS AND SECURITY

The Licensee acknowledges that the licensed premises form part of an operational railway station. Passenger safety, railway operations, security and directions of competent Railway/GARUD/security authorities shall at all times take precedence over the Licensee's commercial operations. The Licensee and its employees, cash replenishment agencies, maintenance personnel and other authorised representatives shall comply with applicable access-control, security and operational instructions while entering or working within the station premises.

28. FORCE MAJEURE

Neither Party shall be liable for failure or delay in performing an obligation, other than payment obligations already accrued, to the extent such failure or delay is caused by an event beyond its reasonable control, including natural disasters, flood, earthquake, fire, war, civil disturbance, epidemic/pandemic, governmental restrictions or other comparable events.

The affected Party shall notify the other Party as soon as reasonably practicable and shall take reasonable steps to mitigate the effects of the Force Majeure Event.

If the Force Majeure Event continues for a prolonged period making continued performance substantially impossible, the Parties may determine continuation, suspension or termination of the Agreement in accordance with its terms.

29. DISPUTE RESOLUTION

The Parties shall endeavour to resolve amicably through mutual discussions any dispute arising out of or relating to the RFP, Letter of Award or Licence Agreement.

If the dispute remains unresolved, the same shall be dealt with in accordance with the dispute-resolution mechanism specified in the final Licence Agreement and applicable law.

The Agreement shall be governed by the laws of India.

Subject to the agreed dispute-resolution mechanism, the courts having territorial jurisdiction over **Gandhinagar, Gujarat** shall have jurisdiction in respect of matters arising from the Agreement.

I would have GARUD's legal team settle the exact arbitration mechanism, if arbitration is intended, rather than inserting an ad-hoc appointment mechanism at RFP stage.

30. TERMINATION FOR DEFAULT

Termination by GARUD

GARUD may terminate the Licence Agreement by written notice in the event of any material breach by the Licensee, including:

1. failure to pay Licence Fee or other undisputed dues within the stipulated period;
2. failure to install and commission the ATM within the prescribed period without approved extension;
3. prolonged or repeated non-operation of the ATM;
4. use of the premises for any unauthorised purpose;
5. assignment, subletting or creation of third-party rights without approval;

6. breach of applicable RBI, Railway, safety, security or statutory requirements;
7. loss, suspension or cancellation of any mandatory regulatory approval;
8. failure to maintain required insurance;
9. insolvency, winding-up or cessation of business of the Licensee;
10. material misrepresentation in the bid; or
11. any other material breach remaining unrectified despite reasonable notice from GARUD.

Where the breach is capable of rectification, GARUD may provide a reasonable cure period before termination, except where immediate action is necessary on grounds of safety, security, statutory compliance or public interest.

Termination shall be without prejudice to GARUD's right to recover outstanding dues, damages and other amounts payable under the Agreement.

31. TERMINATION / CLOSURE REQUIRED BY RAILWAY OR PUBLIC AUTHORITY

Termination due to Operational/Statutory Requirement

Notwithstanding anything contained elsewhere, GARUD may require discontinuation, relocation or termination of the ATM facility where the licensed space is required pursuant to any direction of Railways, Government, statutory authority, security agency or due to redevelopment, safety, security or essential operational requirements of the station.

In such event, GARUD shall, as far as practicable, provide reasonable prior notice to the Licensee.

The financial consequences, including adjustment/refund of any Licence Fee paid in advance for the unutilised period, shall be dealt with in accordance with the Agreement. The Licensee shall not be entitled to claim loss of business, loss of profit or consequential damages solely on account of such termination.

SELF – DECLARATION

I/We _____do hereby declare that the entries made in the above are true to the best of my/our knowledge and also that we shall be bound by the acts of my/our duly constituted attorney.

(Signature of the Tendering bank)

SEAL

Date:

Name:

Address:

PRICE BID

To be submitted in separate cover along with the Bid Document

Name of Facility	Amount in Rs. Per month
Installation, Operation and Maintenance of Automated Teller Machine at Gandhinagar Capital Railway Station, Gandhinagar (Gujarat) **Space 10 * 10 Ft.**	

Amount in words.....……..(Excluding GST)

Please note that H1 bidder will be selected as per Highest bid amount.

Proposed Location for ATM

