



Request for Proposal For

E- Tender for Outsourcing of Armed security guards for deployment at branches in Telangana and Andhra Pradesh states under RO Vijayawada

E-Tender Reference	PSB/ROVJA/SECURITY/E-TENDER/01/2026-27
Date of Issue of Tender	27-08-2026 BY 10AM
Bid Submission Start Date	27-08-2026 BY 10AM
Pre-bid meeting	28-08-2026 at 1 PM
Bid Submission End Date	10-09-2026 by 5.00 PM
Technical bid opening date	10-09-2026 by 5.30 PM
Financial Bid Opening date	Will be informed subsequently to technically qualified bidders.

TENDER DOCUMENTS

FOR VIJAYAWADA REGION (BRANCHES IN TELANGANA AND ANDHRA PRADESH STATES)

Regional Office: Punjab & Sind Bank, 4th floor, RK Galleria, Srinivasa Nagar, Bank Colony, Vijayawada, Andhra Pradesh-520008
Email:suresh.ega@psb.bank.in; ro.vijayawada@psb.bank.in
Phone No.0866-2974191/92, 9987890609

The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this RFP Document and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever and without any cost or compensation therefore.
This document is prepared by Punjab and Sind Bank for outsourcing of armed security guards for deployment to branches under RO Vijayawada. It should not be reused or copied or used either partially or fully in any form.

Disclaimer

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by Punjab and Sind Bank or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The RFP is not an offer by Punjab and Sind Bank, but an invitation for bidder's responses. No contractual obligation on behalf of Punjab and Sind Bank, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of Punjab and Sind Bank and the selected Bidder.

NOTICE INVITING TENDER THROUGH GeM PORTAL

Punjab and Sind bank invites applications on the prescribed format from Director General Resettlement sponsored Ex servicemen Corporations to outsource armed security guards for deployment at branches under RO Vijayawada. The details of the tender are given below-

E-Tender reference	PSB/ROVJA/SECURITY/TENDER/01/2026-27
Date of issue of RFP	From 27-08-2026 to 10-09-2026 on GeM portal and bank's website https://punjabandsind.bank.in/tender section
Details of work to be done	OUTSOURCING OF 7 ARMED SECURITY GUARDS FOR DEPLOYMENT AT BRANCHES UNDER RO VIJAYAWADA (BRANCHES IN TELANGANA AND ANDHRA PRADESH STATES)
Earnest money deposit	Nil
Performance security	As per DGR guidelines 10% of the total one month wage bills in the form of insurance surety bonds, Account payee DD, Deposit receipt, or bank guarantee from any of the commercial banks in an acceptable form in favour of Punjab and Sind bank payable at Vijayawada.
Period of contract	2 years
Last date & time of receipts of tender bids	10-09-2026 by 5.00 pm on GeM portal
Bids are to be submitted	Bids are to be submitted on GeM portal
Date of opening of Bids (Technical Bids)	10-09-2026 by 5:30 PM
Opening of Bids (Financial / price bids)	Only eligible bidders who qualify in technical bid shall be informed
Undertaking for abnormal low/high	In case of abnormal low quote, procuring entity may seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to Scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the bids document. If, procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/ Proposal.
Address of communication	Regional Manager, Punjab & Sind Bank, Regional Office-Vijayawada, 4 th Floor, R k Galleria, Srinivasa Nagar, Bank colony, Vijayawada, Andhra Pradesh-520008
Email address	ro.vijayawada@psb.bank.in
Contact Telephone	E.Suresh kumar(Regional Security Officer)-9987890609 Regional Office-0866-2974191/92/94
Bids to be submitted	Bidder has to submit the bid on GeM portal
Bid validity period	180 Days

Tender will be opened on the dates mentioned or in case of the date of opening of /closing of bids is holiday ,the bids will be opened closed on the next working day at the same time accordingly changes if any will be intimated to the bidders.

Bank has the right to accept/ reject all bids without assigning any reason. The Bank also reserves the right to reject any bid which in the opinion of the Bank is too low, or unrealistic for effectively carrying out the obligations required under the terms and conditions of the tender.

Respective bidders may mail their queries and suggestions for any changes required to be made in the tender/ bid documents through email on or before 10-09-2026. No suggestions or queries shall be entertained after 28-08-2026.

Regional Office
Vijayawada

Disclaimer:

The information contained in this Tender document or information provided subsequently to bidders or applicants whether verbally or documentary form by or on behalf of Punjab and Sind Bank is provided to the bidders on the terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided.

This tender invitation is neither an agreement nor an offer letter and is only an invitation by the bank to the interested parties for submission bids. The purpose of this tender invitation is to provide the bidder with information to assist in the formulation of this proposals. This tender invitation does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigation and analysis and should check the accuracy , reliability and completeness of the information in this tender document and where necessary obtain independent advice, banks makes no representation or warranty and shall incur no liability under any law, statute, rules and regulation, as to the accuracy reliability and completeness of this tender.

Bank may in its absolute discretion but without being under any obligation do so, update, amend or supplement the information in this tender document. NO collateral obligation whatsoever shall arise from the tender process until a formal contract is signed and executed by duly authorised officers of the bank with the selected bidder.

Signature and date and seal of the bidder.

E- Tender for Outsourcing of Armed security guards for deployment at branches under RO Vijayawada

1. INTRODUCTION

Bank invites E-tenders in two bid systems i.e. Technical bid & Financial Bid for outsourcing armed security guards at branches in Telangana and Andhra Pradesh states under RO Vijayawada.

2. SCOPE OF WORK

Description of services required: List of services required are as follows-

<u>Offices</u>	<u>Armed security guard</u>	<u>Unarmed security guard</u>
<u>Branches/offices in Telangana and Andhra Pradesh states under RO Vijayawada</u>	<u>7</u>	<u>0</u>

*Detailed list is attached.

3. **Delivery period-** The deployment of armed security guards shall come into affect from 01-10-2026.

4. **Period of contract-** The contract will be valid for a period of 2 years, the contract will be initially for one year and after one year the performance will be reviewed and an option to extend it for another one year at same terms and conditions subject to satisfactory performance of the state ESM corporation.

The ESM corporation has to give its willingness to extend the contract in writing on its letter head duly signed by an authorized person. However, the end decision to extend the contract is at sole discretion of the bank. The vendor at any given point of time cannot dictate the bank for extension of the contract despite, the performance of vendor being not satisfactory during period of contract.

The decision of the bank will be final on extension of the contract.

5. Payment of guards

The payment to guards shall be done in accordance with minimum wages act 1948, and other labor laws applicable. The detailed format containing component of wages is placed in succeeding pages to this agreement. The increment in wages will have to be claimed by the ESM corporations along with the notification issued by the office of the chief labour commissioner, Ministry of labour and Employment, Govt of India.

6. **Consignee details—**The list and address of branches where armed security guards needs to be deployed / provided by the ESM Corporation is as mentioned below—

Branches where armed security guards are to be deployed—

S	BIC	BRANCH	ADDRESS	TEHSIL	DISTRICT	STATE	PINCODE	CATEGORY	BRANCH SIZE	EMAIL	AREA
1	A1404	AUSHAPUR	5-65, DARGAH ROAD, AUSHAPUR	GHATKESAR	Medchal–Malkajgiri	TELANGANA	501301	Rural	MEDIUM	a1404@psb.bank.in	C
2	H0170	ABIDS, HYDERABAD	1ST FLOOR, 7 METRO ESTATE, ABIDS, HYDERABAD	NAMPALLY	Hyderabad	TELANGANA	500001	Metro	EXCEPTIONALLY LARGE	h0170@psb.bank.in	A
3	N1659	NAD JUNCTION, VISAKHAPATNAM	Ground Floor, D. No 37-12-131, Flat No 102 103, K.S.R.RK Vaibav Apt, NGGOS Colony, Visakhapatnam, Andhra Pradesh	Visakhapatnam	VISAKHAPATANAM	ANDHRA PRADESH	530007	Metro	SMALL	N1659@psb.bank.in	B
4	T1234	TIRUPATI	D NO 20-3-124K,AK BUILDING, KARAKAMBADI MAIN ROAD, LEELA MAHAL CIRCLE,TIRUPATI.	TIRUPATI	TIRUPATI	ANDHRA PRADESH	517501	Urban	LARGE	t1234@psb.bank.in	C
5	V0318	VIJAYAWADA	#29-13-7/1, GROUND FLOOR, LA RESIDENCY, KALESWARA ROAD, GOVERNORPET, VIJAYAWADA	KRISHNA	KRISHNA	ANDHRA PRADESH	520002	Metro	EXCEPTIONALLY LARGE	v0318@psb.bank.in	B
6	V0477	VISAKHAPATNAM	DOOR NO 48-3-34, SUBHA VASISTA ENCLAVE, NEAR RAMA TALKIES, SRINAGAR AREA, VISAKHAPATNAM	VISAKHAPATANAM	VISAKHAPATANAM	ANDHRA PRADESH	530016	Metro	LARGE	v0477@psb.bank.in	B
7	G1013	GUNTUR	DOOR NO.5-37-103, BODDUPALLI COMPLEX, 4/15 BRODIPET, GUNTUR.	GUNTUR	GUNTUR	ANDHRA PRADESH	522002	Urban	LARGE	g1013@psb.bank.in	B

Special Conditions of Contract

Note for Bidders: Following Special Conditions of Contract (SCC) shall apply for this procurement. These Special Conditions shall modify/ substitute/ supplement the corresponding (GCC) clauses as indicated below. Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

1. Term, Termination and cancellation of Contract.

(a) The contract would be initially for a period of ----- years. The contract will be reviewed yearly, and may be extended/terminated for further period, as deemed fit by the Bank. The requirement of security guards may vary according to the need & may be reviewed/ reduced/enhanced as and when required.

(b) The contract can be terminated before the expiry of contract period owing to deficiency in service or sub-standard quality of service provided by the ESM Corporations.

(c) Bank reserves the right to terminate contract at any time by giving one month's notice, without assigning any reason whatsoever.

(d) The Bank reserves its right to terminate contract partially or fully / cancel unexecuted part of contract at any time by assigning appropriate reasons in the event of one or more of the following events by giving one month's written notice to ESM CORPORATION:

(i) Abnormal Delay in deployment of security guards. Any delay of more than 1 months beyond the specified period.

(ii) Non-satisfactory performance during implementation.

(iii) Indiscipline by guards and ESM CORPORATION.

(iv) Non Adherence to dress code.

(v) Irregular attendance.

(vi) Non punctuality and casual attitude.

(vii) Failure to take instructions of the Bank.

(viii) Indulging in mischief, fraudulent, theft, criminal activities.

(ix) Breaches in the terms and conditions of the Offer.

(x) Non-payment of statutory dues to concerned departments.

(xi) Non remittance of EPF, ESI, ELDC contributions.

(xii) Non-payment of wages or irregular/ delay in payment of wages.

(xiii) Failure to safe guard the Bank's property, abandonment of service.

(xiv) Cancellation / suspension of ESM CORPORATION RA License.

(e) In addition to the partial/full termination of the contract or cancellation of contract, the Bank shall forfeit fixed deposit with interest/ invoke Performance Bank Guarantee given by the ESM CORPORATION towards non-performance/noncompliance of the terms and conditions of the contract for an amount equivalent to the security deposit of the number of sites cancelled/ terminated. In the event of termination, Bank reserves the right to allot/divert the sites to other empanelled ESM CORPORATIONS and the ESM CORPORATION shall have no right to object to such diversions.

(f) In case it is found that the services provided by the selected ESM CORPORATION is not as per requirement / standards, time lines, or the frequency of corrective measures required is high then BANK retains the right to terminate the Contract with the selected agency and in such case, the ESM CORPORATION will not be entitled to claim any damages from BANK or make any claim for fees in respect of such unsatisfactory / substandard services .As also BANK reserves the right to terminate this contract if it is established on the basis of price discovery that it would be beneficial for BANK to go in for a fresh empanelment/contract.

(g) **Foreclosure of specific site**. Any time during the contract, Bank reserves the right to cancel/foreclose a specific site without assigning any reason by serving one month's written notice to the ESM CORPORATION. The ESM CORPORATION shall withdraw the guards from the closed site. The ESM CORPORATION have no right to claim any damages or compensation from the Bank.

(h) **Increase / Reduction in the Guarding hours**. Bank reserves the right to increase/decrease the guarding hours based on its needs and directions of the local authorities. ESM CORPORATION shall deploy the number of guards according to the changed hours.

2. Verification of records & preservation of records

(a) ESM CORPORATIONS will be required to produce all original documents kept in their office for verification by authorized staff of the Bank whenever they visit ESM CORPORATION's Office for inspection or any external inspecting authorities of Government. ESM CORPORATIONS will also be required to produce the documents whenever called for by the Bank.

(b) The Bank as well as any regulatory/ Inspection authority shall have the right to access all books, records and information relevant to the ESM CORPORATION & its employees deployed with the Bank and shall have the right to cause an inspection on the ESM CORPORATION's office & training infrastructure and audit the books & records as relevant to the services provided to the Bank.

(c) The ESM CORPORATION shall preserve all the data and documents pertaining to their employees deployed with the Bank for not less than Five years and shall make them available to the Bank, if a need arises.

3. Claim for Employment in Bank

(a) The ESM CORPORATION's employees shall not claim any employment relationship with the Bank under any circumstances. The ESM CORPORATION shall obtain written undertaking from each of the ESM CORPORATION's employees deployed with the Bank that he is an employee of the ESM CORPORATION and the written undertaking in original shall be given to Bank's office, where he is deployed.

(b) The security guards deployed by the selected ESM CORPORATION under contract shall not be entitled for claim, pay, perks and other facilities which may be admissible to

casual, part time/ confirmed employees of the Bank, during and/or after expiry of the contract. In case of termination of the contract also, the security guards deployed by the ESM CORPORATION shall not be entitled to any or /and will not have any claim for absorption or relaxation for absorption in the regular / otherwise, in any capacity in the Bank.

(c) The ESM CORPORATION's employees deployed for the security of the branches / Administrative units as per the terms of this agreement shall always be treated as the employees of the ESM CORPORATION only and will not have any right to seek employment in the services of the Bank. It is to be clearly understood and agreed that under this agreement, no relationship of Bank or employee is created between the Bank and personnel engaged and deployed by the ESM CORPORATION. It will be the responsibility of the ESM CORPORATION to pay wages to its personnel and to ensure compliance of all the labour laws applicable.

(d) The Bank will have privity of contract only with the ESM CORPORATION and will give instructions to it only and will have nothing to do or concerned with the conditions of the employment of the personnel /employees and deployed by the ESM CORPORATION.

(e) The Bank will not have any connection with the personnel engaged and deployed by the ESM CORPORATION and neither any of its officials will supervise or dictate the manner of execution of the work to the personnel. The ESM CORPORATION shall obtain written undertaking from each of the ESM CORPORATION's employees deployed with the Bank that he is an employee of the ESM CORPORATION and the written undertaking in original shall be given to Bank's office, where he is deployed.

4. **Payment Schedule.** Payment will be made to ESM CORPORATION on monthly basis by the branch/ office, where the security guard is deployed. Under no circumstances any type of advance payment will be paid to the ESM CORPORATION. Monthly payment conforming the attendance of the security guards as per documents maintained by ESM CORPORATION and shown to the Bank, shall be made within a week after submission of the bills by ESM CORPORATION. The ESM CORPORATION should ensure the following: -

(a) The wages should be paid to the guards as per minimum wages act.

(b) The wages to the guards should be paid through direct crediting in their Bank Account before 5th (even if it is a holiday) of every subsequent month of duty, and monthly salary slip should be given to the Guard.

(c) The bills / Claim should be raised along with copies of all required documents specified in the contract.

(d) At any cost, ***“mode of Cash/Cheque payment”*** should not be used for making payment / wages.

(e) Proper documentation should be maintained regarding wage payment.

(f) All reports & returns regarding wage disbursement asked for by the bank should be submitted correctly & timely under the signature of authorized signatory as per direction based on the T &C of the contract.

Every month, along with the bills the ESM CORPORATION shall also submit the copies of

- (a) Wage slips of all guards
- (b) The Attendance sheets
- (c) Previous Electronic Challan cum Return for Employees Provident Fund and

The Contribution History for the ESI premiums contribution for the ESM CORPORATIONS employees deployed with the Bank. The ESM CORPORATION shall ensure that Savings Bank Account of the ESM CORPORATION Employee gets credited by the 05th day of the month following the wage month and further ensure that the amount credited is the same as the net wage payable as per the wage slip.

(a) The ESM CORPORATIONS shall have to open Escrow account (Current A/c) with Punjab & Sind Bank and all payments will be routed through the Agency's account with Punjab & Sind Bank.

(b) The ESM CORPORATION shall pay the monthly wages to ESM CORPORATION's employees deployed with the Bank by crediting the Savings Bank Account of the ESM CORPORATION's employees with any Bank. The ESM CORPORATION shall provide the list of the employees and their Bank account details to Punjab & Sind Bank with copy of the standing instructions given to the respective Bank for direct transfer of the wages to individual Bank accounts of the guards.

(c) ESM CORPORATION shall maintain proper records/details of the ESM CORPORATION's employees deployed in the Bank Site. ESM CORPORATION shall submit monthly bills to P & E Section, Head Office giving details of the ESM CORPORATION's employees deployed and the payment claimed for each of them. Bills should be supported with attendance sheets of the security guards. Payment will be made on a monthly basis within seven working days of receipt of the relevant bill from the ESM CORPORATION.

(d) However in case of any discrepancy in the bill detected by the Bank, the payment will be released to the ESM CORPORATION within four days from the date of resolving the discrepancy by the ESM CORPORATION.

(e) Bank shall not make any direct payment of whatsoever nature to the ESM CORPORATION's employees. All payment payable by Bank in connection with or arising out of this agreement shall be made only to ESM CORPORATION Escrow account and not to the ESM CORPORATION's employees.

(f) Receipts for payments made on account of a service, when executed by a firm, shall be in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.

(g) Bank reserves the right to withhold the bills partially or fully or administrative charges, if any, of the above required documents stated in the preceding paragraphs are not submitted while claiming the bills.

(h) Selected ESM CORPORATION shall be fully and absolutely responsible for the payment of salary and other statutory dues to ESM CORPORATION's employees like

salary/wages, bonus, arrears, overtime, employment/terminal benefit, compensation or other claims of whatsoever nature to ESM CORPORATION's employees and Bank will not undertake any liability in relation to such matters.

(i) ESM CORPORATION hereby undertakes to ensure payment of wage to its ESM CORPORATION's employees in compliance with Minimum Wages Act 1948 and other relevant statutes in force and modified/amended or revised from time to time as per enactment of Central/State Governments, as the case may be.

(j) The ESM CORPORATION hereby undertakes further that additional/excess payment over the contracted amount, which may arise due to extraneous reasons during the currency of this agreement shall be borne by the ESM CORPORATION alone and the Bank shall not be liable to pay excess amount other than the difference between the revised basic pay, VDA and the resultant difference in statutory dues, i.e., EPF, Gratuity, Bonus, ESI & EDLI vis-à-vis the rates prior to revision and the difference in GST.

(k) Selected ESM CORPORATION shall submit printed receipts for all the payments received from Bank. The ESM CORPORATION shall also furnish the proof of having paid the wages to the ESM CORPORATION's employees engaged by them within one week of the disbursement of the wages to them and proof of having paid the statutory dues to the concerned authorities on monthly basis. Non-payment of monthly wages by the ESM CORPORATION to the ESM CORPORATION's employee deployed with Bank will make this contract null and void and will result in termination of the deployment of ESM CORPORATION's employees with the Bank with immediate effect and the Bank will not be required to make any payment to the ESM CORPORATION thereafter.

(l) Bank shall not make any direct payment of whatsoever nature to the ESM CORPORATION's employees. All payment payable by Bank in connection with or arising out of this agreement shall be made only to ESM CORPORATION and not to the ESM CORPORATION's employees.

(m) Tax shall be deducted at the source (TDS) as per the provisions of the Income Tax Department by the Bank and a certificate to this effect shall be provided to the ESM CORPORATION by the Bank.

(n) The claim in bills regarding GST etc. should be necessarily accompanied with documentary proof pertaining to the concerned month's bill. A requisite portion of the bill / whole of the bill amount will be held up till such proof is furnished, at the discretion of the Bank. Payment of the bill will be effected only on production of copy of the previous month's wage sheet, ESI & EPF remittance with nominal roll of the security guards and half yearly/yearly return under the respective Acts.

(o) In case of any mishap of whatsoever nature (minor / major/ fatal including death during the course of their duty) sustained by selected ESM CORPORATION'S employees, the responsibility for meeting the medical/hospitalization expenses or of granting compensation, if any, on that count will be that of the selected ESM CORPORATION only and not of the Bank. If for any reason, compensations, costs etc, are paid by the Bank, the same shall be reimbursed by the ESM CORPORATION to Bank without any demur including interest at ruling rate till settlement and such settlement shall be made by the ESM CORPORATION within one month from the date of

demand by the Bank and upon failure of the ESM CORPORATION to do so, the Bank shall have the right to adjust the monthly bills payable to the ESM CORPORATION towards the amounts payable by the ESM CORPORATION till the ensure dues are wiped off.

5. **Penalty**

(a) In case the ESM CORPORATION is not able to provide proper support, Penalty clause shall be applicable as per details given below. The penalty will be levied over and above related recoveries if any.

	<i>Nature of default</i>	<i>Penalty(In Rs)</i>
a.	Failure of ESM CORPORATION to provide Guards at allotted sites within 05 days from date of award of work	Rs. 1000/- per week or part thereof for each site
b.	Late Reporting by the Guard	Rs 100/-per day
c.	Non reporting by the Guard	Rs. 500/-per day*
d.	Refusal of duties by the guard which is specified in the contract	Rs. 200/-per instance
e.	Non-observation of dress-code and turn-out	Rs. 500/-per instance
f.	Change of security guards without prior Permission from Bank.	Rs. 500/-per instance
g.	Non-payment of wages to the guard as per wage chart	The amount not paid will be recovered along with 10% as penalty.
h.	Non-Adherence of any other contractual obligations, unless and until bank is informed in advance and permission in written is obtained from Bank.	Rs. 500/-per instance
i.	Any breach of contractual obligations of serious nature Or Non-responsiveness of HO's directions under the ambit of the Contractual T & C	Withdrawal of any Guard Post/ Guards from the ESM CORPORATION responsibility thereby reducing the stake of the ESM CORPORATION as far as number of Guard deployment is considered.
j.	Highly serious violations of the Contractual obligations as well as repetition of any violation as specified above.	Withdrawal of all Guards, without any notice period / de-empanelment with forfeiture of PGs / recommending for black-listing with IBA.
k.	Any violation of undertaking submitted in lieu of EMD	Penal action as specified in the undertaking submitted in lieu of EMD.

I.	Any other aspects specified in the RFP related to Penalty	Penal action as per the clause referred
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(b) If the security services are not provided for continuous 3 days, or repeated defaulting of above instances by the ESM CORPORATION, Bank may be imposing further penalty as below.

- (i) Reduction/removal of Guard Sites/Guards with one-month notice and awarding the same to other ESM CORPORATION (Banks discretion)
- (ii) Termination of the Contract and forfeiture of the PGs
- (iii) de-empanelment,
- (iv) black listing from Bank / Letter to IBA

(c) The Bank reserves, the right to encash the PGs deposited by the ESM CORPORATIONS in case if it finds any serious deviation in the terms and conditions specified above.

(d) The Bank shall give the reasons in writing to the ESM CORPORATION pointing out the deviations while invoking the Performance Guarantee.

(e) Bank shall also take-up case with IBA for blacklisting in all such cases and with government authorities for cancellation of ESM CORPORATIONRA, if any violation is against government directives.

6. **Book Examination Clause.** The Bank reserves the right for 'Book Examination' as follows: the right of the bank to conduct audit on the service provider whether by its internal or external auditors or by agents appointed to act on its behalf and o obtain copies of any audit or review reports and findings made on the service provider in conjunction with the services performed for the bank.

Reserve Bank of India or person authorized by it has a right to access the bank's documents, records of the transactions and other necessary information given to stored or processed by the service provider within a reasonable time.

Reserve Bank of India reserves the right to cause an inspection to be made of a service provider of a bank and its books and accounts by one or more of its officers or employees or other persons.

ESM CORPORATION should preserve the documents and data in accordance with the legal/regulatory obligations of the banks.

7. **Non-Disclosure Clause.** ESM CORPORATION understands that the Punjab & Sind Bank has disclosed or may disclose information relating to the Security environment or allied operations of the Bank, which to the extent previously, presently, or subsequently disclosed to the ESM CORPORATION is the "Proprietary Information" of the Punjab & Sind Bank. ESM CORPORATION undertakes not to disclose any such Proprietary Information or any information derived there from to any third person.

General Conditions of Contract

1. **Language of Contract.** Unless otherwise stipulated in the SCC, the contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.
2. **The Entire Agreement.** This Contract and its documents constitutes the entire agreement between the Bank and the ESM CORPORATION and supersedes all other communications, negotiations, and agreements (whether written or oral) of the Parties made before the date of this Contract. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not outlined in this Contract.
3. **Severability.** If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract.
4. **Parties.** The parties to the contract are the ESM CORPORATION and the Bank and as nominated in the contract.
5. **Modifications/ Amendments.**
 - (a) If any of the contract provisions must be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Bank, and no modified provisions shall be applicable unless such modifications have been done. No variation in or modification of the contract terms shall be made except by a written amendment signed by the Bank. Requests for changes and modifications may be submitted in writing by the ESM CORPORATION to the Bank. At any time during the currency of the contract, the Bank may suo-moto or, on request from the ESM CORPORATION by written order, amend the contract by making alterations and modifications within the general scope of the Contract.
 - (b) If the ESM CORPORATION does not agree to the suo-moto modifications/ amendments made by the Bank, he shall convey his views within 14 days from the date of amendment/ modification. Otherwise, it shall be assumed that the ESM CORPORATION has consented to the amendment.
 - (c) Any verbal or written arrangement abandoning, modifying, extending, reducing, or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Bank unless and until the same is incorporated in a formal instrument and signed by the Bank, and till then the Bank shall have the right to repudiate such arrangements.
6. **Governing Laws and Jurisdiction**
 - (a) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.
 - (b) Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Letter of Award (LoA, or the contract Agreement, in the absence of LoA) has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.
7. **Changes in Laws and Regulations.** Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Service Date and/ or the contract Price, then such Service Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the ESM CORPORATION has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such

additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

8. **Communications**

(a) All communications under the contract shall be served by the parties on each other in writing, in the contract's language, and served in a manner customary and acceptable in business and commercial transactions. The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later.

(b) The person who has signed the contract on behalf of the ESM CORPORATION shall sign all correspondences.

(c) Unless otherwise stipulated in the contract, the Contract Operating Authority signing the contract shall administer the contract and sign communications on behalf of the Bank. Beneficiaries of Services and the Paying Authorities mentioned in the contract shall also administer respective functions during Contract Execution.

(d) For all purposes of the contract, including arbitration, the address of the ESM CORPORATION as mentioned in the contract, unless the ESM CORPORATION has notified change by a separate communication containing no other topic to the Bank. The ESM CORPORATION shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid. The address of the Bank shall be the address mentioned in the contract. The ESM CORPORATION shall also send additional copies to officers of the Bank presently dealing with the contract.

9. **Restriction on Potential Conflict of Interests.**

(a) Neither the PSB nor its Subagents nor the Personnel shall engage, either directly or indirectly, in any of the following activities: (i) during the term of this Contract, any business or professional activities in India that would conflict with the activities assigned to them under this Contract. (ii) after the termination of this Contract, such other activities as may be stipulated in the contract.

(b) During the term of this Contract and after its termination, the ESM CORPORATION, and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the subject Service of this Contract and any continuation thereof) for any project resulting from or closely related to the subject services of this Contract.

10. **Consequences of breach.** by Constituents of a Contract Should the ESM CORPORATION or any of its partners or its Subcontractors or the Personnel commit a default or breach of any of the clauses of the contract, the ESM CORPORATION shall remedy such breaches within 21 days, keeping the Bank informed. However, at its discretion, the Bank shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies there under. The decision of the Bank as to any matter or thing concerning or arising out of clause of the contract or on any question whether the ESM CORPORATION or any partner of the ESM CORPORATION firm has committed a default or breach of any of the conditions shall be final and binding on the ESM CORPORATION.

11. **Assignment and Sub-contracting.** The ESM CORPORATION has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. **Obligation to Indemnify Bank**

(a) the ESM CORPORATION shall indemnify and keep harmless the Bank, from and against, all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against the Bank because of any act or omission or default or negligence or trespass of the PSB, his

agents, or employees despite all reasonable and proper precautions may have been taken, during the execution of the Services. The ESM CORPORATION shall make good at his own expense all resulting losses and/ or damages to: the Services themselves or any other property of the Bank or the lives, persons, or property of others.

(b) In case the Bank is called upon to make good such costs, loss, or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Bank may incur about it, shall be charged to the ESM CORPORATION. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained and whether or not any damage shall have been sustained.

(c) The Bank shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings, or in anticipation of legal proceedings being instituted consequent on the action or default of the ESM CORPORATION, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to ESM CORPORATION, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defense or compromise, and the incurring of any such expenses shall not be called in question by the ESM CORPORATION.

13. **Confidentiality and Secrecy-**

(a) The ESM CORPORATION shall observe the strictest confidentiality in respect of all matters relating to the implementation of this agreement. All the information under this agreement will be treated as confidential and shall not be disclosed to any third party unless otherwise agreed by the non-disclosing party. Nothing in this tender shall however be deemed to prohibit disclosure of any confidential information required under law, under a court order or by any regulatory or governmental authority. The obligation to maintain secrecy shall survive the termination of the agreement.

(b) The ESM CORPORATION shall agree to notify the Bank within two (2) business days in writing of any discovery by them of any breach or suspected breach of the provisions of this Tender or any loss or unauthorized use, disclosure, acquisition of or access to any Bank's Confidential Information and/or bank's business systems of which the ESM CORPORATION becomes aware. The ESM CORPORATION shall promptly take all appropriate or legally required corrective actions, and shall cooperate fully with Bank in all reasonable and lawful efforts to prevent, mitigate or rectify such Data Breach.

(c) **Secrecy**. If the contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", the ESM CORPORATION shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed there under.

14. **Obligations of the ESM CORPORATION / Vendor**

(a) Without the Bank's prior written consent, the ESM CORPORATION shall not use the information mentioned above except for the sole purpose of performing this contract.

(b) The ESM CORPORATION shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of the Bank, divulge to any person other than the person(s) employed by the ESM CORPORATION

in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.

(c) Notwithstanding the above, the ESM CORPORATION may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives from the Bank to the extent required for performing the contract. In this event, the ESM CORPORATION shall obtain from such holding company/ Subcontractor(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the ESM CORPORATION under the above clauses.

(d) The obligation of the ESM CORPORATION under sub-clauses above, however, shall not apply to information that: the ESM CORPORATION needs to share with the institution(s) participating in the financing of the contract; a) now or hereafter is or enters the public domain through no fault of ESM CORPORATION; b) can be proven to have been possessed by the ESM CORPORATION at the time of disclosure and which was not previously obtained, directly or indirectly, from the Bank; or c) otherwise lawfully becomes available to the ESM CORPORATION from a third party that has no obligation of confidentiality.

(e) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be given by the ESM CORPORATION before the date of the contract in respect of the contract or any part thereof.

(f) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

15. **Performance Bond/ Security**

(a) Within fourteen days after the issue of Letter of Award (LoA or the contract, if LoA is skipped) by the Bank, the ESM CORPORATION shall furnish to the Bank, performance security, valid up to sixty days after the date of completion of all contractual obligations by the ESM CORPORATION including the Defect Liability obligations.

(b) The amount of Performance security shall be @ 5% of the contract Price, denominated in Indian Rupees or the currency of the contract and shall be in the forms Bank Guarantee issued by a commercial bank in India, in the prescribed in Format with claim period of minimum 3 months.

(c) If the ESM CORPORATION, having been called upon by the Bank to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Bank at its discretion to annul the award and enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.

(d) If the ESM CORPORATION during the currency of the Contract fails to maintain the requisite Performance Security, it shall be lawful for the Bank at its discretion (a) to terminate the Contract for Default besides availing any or all contractual remedies provided for breaches/ default, or (b) without terminating the Contract: i) recover from the ESM CORPORATION the amount of such security deposit by deducting the amount from the pending bills of the ESM CORPORATION under the contract or any other contract with the Bank or the Government or any person contracting through the Procuring Organisation or otherwise or ii) treat it as a breach of contract and avail any or all availing any or all contractual remedies provided for breaches/ default.

(e) In the event of any amendment issued to the contract, the ESM CORPORATION shall furnish suitably amended value and validity of the Performance Security in terms of the amended contract within fourteen days of issue of the amendment or before the expiry of the previous PBG whichever is earlier. .

(f) The Bank shall be entitled, and it shall be lawful on his part, (i) to deduct from the performance securities or to forfeit the said security in whole or in part in the event of: (aa) any default, or failure or neglect on the part of the ESM CORPORATION in the

fulfilment or performance in all respect of the contract under reference or any other contract with the Procuring Organisation or any part thereof (ab) for any loss or damage recoverable from the ESM CORPORATION which the Bank may suffer or be put to for reasons of or due to above defaults/ failures/ neglect (ii) and in either of the events aforesaid to call upon the ESM CORPORATION to maintain the said performance security at its original limit by making further deposits, provided further that the Bank shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the ESM CORPORATION for similar reasons.

(g) Subject to the sub-clause above, the Bank shall release the performance security without any interest to the ESM CORPORATION on completing all contractual obligations, including the Defect Liability obligations, if any. Alternatively, upon the contractor ESM CORPORATION submitting a suitable separate Defect Liability Security for the duration of Defect Liability obligations, the original Performance Guarantee Security shall be released mutatis mutandis.

(h) No claim shall lie against the Bank regarding interest on cash deposits or Government Securities or depreciation thereof.

16. **Labour Codes and Related Obligations**

(a) **Independent ESM CORPORATION**. The ESM CORPORATION's status shall be that of an independent ESM CORPORATION and Primary Employer of staff deployed during the contract by him or his sub-contractors or other associates. The ESM CORPORATION, its employees, agents, and subcontractors performing under this Contract are not employees or agents of the Procuring Organisation or Bank or Central or State Government or their agencies/ Enterprises, simply by Services delivered under this Contract.

(b) **Obligations of the ESM CORPORATION under Labour Codes and Rules**

(i) In cases where Services are to be performed by the ESM CORPORATION at the premises of the Bank or Beneficiary of Services, the ESM CORPORATION shall comply with the provisions of the Labour Codes including Code on Wages, 2019, The Industrial Relations Code 2020, Code on the Social Security 2020, and The Occupational Safety, Health and Working Conditions 2020, and Draft Rules made there under, as modified from time-to-time, wherever applicable and shall also indemnify the Bank from and against any claims under the aforesaid Labour codes and the Rules.

(ii) The ESM CORPORATION shall obtain a valid licence under the aforesaid Labour codes and the Rules as modified from time to time before the commencement of the contract and continue to have a valid licence until the completion of the contract. Any failure to fulfil this requirement, the Bank shall treat it as a breach of contract for default as per the contract and avail any or all remedies there under.

(iii) In respect of all labour directly or indirectly employed in the contract for the performance of the ESM CORPORATION's part of the contract, the ESM CORPORATION shall comply with or cause to comply with the provisions of the aforesaid Labour codes and the Rules wherever applicable. The ESM CORPORATION shall be solely responsible for submitting all the necessary returns under these Codes and the Rules. Nevertheless, the ESM CORPORATION shall submit monthly returns to the Bank to confirm compliance with such Codes and rules. Failure to do so shall entitle Bank to take any measure to ensure compliance to such codes and rules by the ESM CORPORATION and his associates, including, but not limited to, withholding ESM CORPORATION's on-account bills.

(iv) The ESM CORPORATION shall pay the wages as per the Code on Wages to their workers not below the rate of minimum wages, as notified by the State

Government or Central Government, whichever is higher, through the bank transfer. The ESM CORPORATION shall, notwithstanding the contract's provisions to the contrary, cause to be paid the wages to labour directly or indirectly engaged on the contract, including any engaged by his Sub-Contractors in connection with the said contract as if he had immediately employed the labour. The Bank shall, without any commitments or being obliged to do, may its discretion, monitor that such payments are being made. The ESM CORPORATION shall be required to submit, every month, documentary evidence in the form of a Bank Statement of having transferred the gross minimum wages to each worker. Failure to do so shall entail Bank taking up any measure to ensure the payment of wages including, but not limited to, withholding ESM CORPORATION's on account bills.

17. **Medical Certificate of Fitness for Labour.** The ESM CORPORATION shall not employ a person below 18 years of age. For delivery of Services under the contract, unless a medical certificate of fitness in the prescribed form under labour codes (or as directed by the bank) is granted to each worker by a certifying surgeon certifying that he is fit to work as an adult, is obtained and kept in the custody of the ESM CORPORATION or a person nominated by him in this behalf and the person carries with his, while at work, a token giving a reference to such certificate.

18. **Period of Validity of Medical Fitness Certificate:** A certificate of fitness granted or renewed for the above-said purposes shall be valid only for one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if, in his opinion, the holder of it is no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.

19. **Contract Labour Records and Management System.** A comprehensive record needed for contract labour management and monitoring attendance (Identity Cards, Labour Records, Attendance, Time Sheets, Training Record, acknowledgements of labour Codes) for efficient performance and safeguarding workers' welfare must be maintained by the ESM CORPORATION. It shall be inspected during site Inspections by the bank.

20. **Permits, Approvals and Licenses.** Whenever the delivery of services and incidental Goods/ Works requires the ESM CORPORATION to obtain permits, approvals, and licenses from local public authorities, it shall be the ESM CORPORATION's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to licences or environmental clearance if required. If requested by the ESM CORPORATION, the Bank shall make its best effort to assist the ESM CORPORATION in complying with such requirements in a timely and expeditious manner, without any dilution of the ESM CORPORATION's responsibility in this regard.

21. **Accounting, Inspection and Auditing.** The ESM CORPORATION shall keep accurate and systematic accounts and records regarding the provision of the Services under this Contract, as per accounting principles prescribed in India.

22. **Book Examination Clause.** The Bank reserves the right for 'Book Examination' as follows: the ESM CORPORATION shall, whenever called upon and required to produce or cause to be produced, for examination by any Government Officer duly authorised in that behalf, any cost or other book of account, voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document. The ESM CORPORATION shall also furnish information relating to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract to such Government Officer in such manner as may be required. The decision of such Government Officer on the question of relevancy of any document, information of return being final and binding on the parties. The obligation imposed by this clause is without prejudice to the ESM CORPORATION's obligations under any other statute, rules or orders which shall be concurrently binding on the ESM CORPORATION. The ESM CORPORATION shall, if the authorised Government Officer so

requires (whether before or after the prices have been finally fixed), afford facilities to the Government Officer concerned to visit the ESM CORPORATION's premises to examine the processes of production and estimate or ascertain the cost of performance of Contract. The authorised Government Officer shall have power, mutadis mutandis, to examine all the relevant books of ESM CORPORATION's subcontractor, or any subsidiary or allied firm or company, if any portion of the contract is entrusted or carried out by such entities. If on such examination, it is established that the contracted price is more than the actual cost-plus reasonable margin of profit, the Bank shall have the right to reduce the price and determine the amount to a reasonable level. The ESM CORPORATION or its agency is bound to allow examination of its books within 60 days from the date the notice is received by the ESM CORPORATION or its agencies calling for the production of documents under sub-clause (1) above. In the event of the ESM CORPORATION's or his agency's failure to do so, the contract price would be reduced and determined according to the best judgment of the Bank, which would be final and binding on the ESM CORPORATION and his agencies.

23. **Scope of Services**

(a) This contract is for the performance/ delivery of Services of the description, scope/ quantum, performance standards and quality outlined in the contract during the contract Period specified therein. Unless otherwise specified, the Services shall conform to performance and quality standards as stipulated in the contract or as per best standards in the market, where not so specified.

(b) The Services shall include all such work-elements not mentioned explicitly in this Contract, but that can be reasonably inferred from this Contract as being required for attaining Completion of the Services as if such items were expressly mentioned in this Contract.

(c) Incidental Works/ Goods: If so stipulated, the ESM CORPORATION shall be required to perform/ deliver specified incidental Works/ Goods as an integral part of the Services in the contract.

24. **Performance Standards**. The ESM CORPORATION shall perform the Services as per Description of Services, and carry out its obligations with all due diligence, efficiency, and economy, observing sound management practices, and employ appropriate advanced technology and safe methods as per the performance standards and quality control parameters as stipulated in the contract. For matters where the contract does not specify any Standard, the Services delivered shall conform to National/ International Standards or generally accepted professional techniques and practices.

25 **The shortfall in Performance**: In cases where the performance or/and quality of Services is/are found to be unsatisfactory, Bank or his representatives shall impose damages for the shortfall in performance. This levy of damages shall not absolve the ESM CORPORATION from rectification or re-performance of the defective Service without further payment.

26. **Quantity Tolerance**. Unless otherwise stipulated in the contract, the obligation for completing Services shall be considered complete if the Services have been performed to the tolerance of plus or minus 5% of the quantum or the total value of Services ordered in the contract. Only the delivered quantity shall be paid for as per the terms of the contract.

27. **Option Clause**. If stipulated otherwise in the contract, the Bank shall have the right to exercise the following options, by written notification to the ESM CORPORATION no later than thirty (30) days before Contract end: increase the ordered quantum of Services upto the percentage specified therein (or 25% if not specified) at any time, till the completion date of the contract, by giving reasonable notice and providing a reasonable extension in delivery period

for increased quantum, even though the quantum ordered initially has been delivered in full before the completion Period.

28. **Modifications of Quantities in Contract.** The quantities set out in the contract are the estimated quantities of the Services, and they shall not be taken as the actual and correct quantities of the Services to be executed by the ESM CORPORATION to fulfil his obligations under the contract. Payment shall be made for the actual quantities deployed/ delivered; however, payments shall not be made for quantities over and above those indicated in the contract unless extra quantity has been asked in a written order by the bank.

29. **Security Arrangements**

(a) The ESM CORPORATION shall secure security arrangements at the site against unauthorised access/ trespass, pilferage, theft, leakage or misuse of property or belongings of Bank and its Staff by his staff or third parties or trespassers.

(b) **Preservation of Peace.** The ESM CORPORATION shall take requisite precautions and use their best endeavours to prevent any riotous or unlawful behaviour their workers

(c) **Prohibition of Smoking and Intoxicants.** The ESM CORPORATION or his staff or any labour employed through sub-contractors or petty ESM CORPORATIONS shall be prohibited from Smoking in 'No Smoking Zone' and in Public Places and also prohibited from the use of any intoxicating substances including, but not limited to, intoxicating beverages during the service period or on-site or near the site or in any of the facilities, sites, buildings, encampments, or tenements owned, occupied by or within the control of the ESM CORPORATION or any of his employees. The ESM CORPORATION shall exercise influence and authority to the utmost extent to secure strict compliance with this condition.

30. **Removal of Personnel on Orders of the Bank**

(a) If the Bank finds that any of the Personnel have (i) committed severe misconduct or have been charged with having committed a criminal act, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the ESM CORPORATION shall, at the Bank's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Bank, subject to sub-clause 2) below.

(b) The ESM CORPORATION shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

31. **Compliance to Bank's Instructions.** the bank shall direct the order in which the several components of the Services shall be provided, and the ESM CORPORATION shall execute without delay all orders given by the bank from time to time. Still, the ESM CORPORATION shall not be relieved thereby from responsibility for the due performance of the Services in all respects. Any instructions or approval given by the bank to ESM CORPORATION in connection with the Services shall bind the ESM CORPORATION as though the bank had given it provided as follows - Failure of the bank's representative to disapprove any work/ Services or materials shall not prejudice the power of the bank after that to disapprove such Services or material and order the rectification thereof. If the ESM CORPORATION is dissatisfied because of any decision of the bank's representative, he shall be entitled to refer the matter to the Head of Procurement through the bank, who shall there upon confirm or vary such decision.

32. **Compliance with ESM CORPORATION's Request for Details:** The bank shall furnish with reasonable promptness, after receipt of the ESM CORPORATION's request, additional instructions regarding procedures, specifications or otherwise, necessary for the proper performance of the Services or any part thereof. All such procedures, specifications and instructions shall be consistent with the contract Documents and reasonably inferable from them.

33. **Commencement of Services Effective Date of Contract:** ESM CORPORATION shall commence the Services and shall proceed with due expedition and without delay, from the effective date of Contract (all dates of delivery shall be counted from such a date), which shall be the date mentioned as the effective date in the contract.

34. **Time for Delivery of services and Extensions thereof.** The time and uninterrupted delivery of Services shall be deemed to be the essence of the contract. Subject to any requirement in the contract as to the completion of any portions or portions of the Services before completion of the whole; the ESM CORPORATION shall fully and finally complete the whole of the services comprised in the contract as per the Delivery and Completion Schedule stipulated in Description of Services. If at any time during the currency of the contract, the ESM CORPORATION encounters conditions hindering the timely performance of services, the ESM CORPORATION shall promptly inform the Bank in writing about the same and its likely duration. He must make a request to the Bank for an extension of the delivery schedule. On receiving the ESM CORPORATION's communication, the Bank shall examine the situation and, at its discretion, may agree to extend the completion schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract in terms of the following clauses.

35. **Extension Due to Modification.** The bank might grant a reasonable extension of the completion date if any modifications ordered materially increase the time for delivery of the services. The ESM CORPORATION shall be responsible for requesting such extension of the date as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the services.

36. **Extension for Delay Not Due to ESM CORPORATION.**

(a) If in the opinion of the ESM CORPORATION, the progress of Services i.e. timely placement of Security personnel as per requirement of the Bank. has any time been delayed due to following reasons, then within 15 days of such happening causing delay, he shall give notice thereof in writing to the bank, but shall nevertheless do due diligence to bring down or make good the delays and to proceed with the services: any act or neglect of other ESM CORPORATION employed by the Bank or in executing the work/service not forming part of the contract but on which Contractor's performance necessarily depends or proceeding taken or threatened by or dispute with external third parties arising otherwise than from the contractor's own default etc. or any act or neglect of Bank's employees or delay authorized by the bank pending arbitration or the contractor not having received in due time necessary instructions from the Bank for which he shall have especially applied in writing to the bank or his authorized representative. hand over possession of the site or the necessary facilities/ documents/ data or instructions by the Bank to the contractor or give the necessary notice to commence the services, or any other delay caused by the Bank due to any other cause whatsoever.

(b) The contractor may also indicate the period for which the Services is likely to be delayed and ask for a necessary extension of time. On receipt of such request from the

contractor, the bank shall consider the same and grant such extension of time as in his opinion is reasonable regarding the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period. The same rates, terms, and conditions as the original Contract shall apply during the extended period.

37. **Extension of Time for Delay Due to ESM CORPORATION**

(a) If the ESM CORPORATION fails to deliver the Services i.e. placement of security personnel as per requirement of the Bank within the fixed/ extended period for reasons other than those stipulated in GCC-clauses, the Bank may, if satisfied that the service delivery can still be completed within a reasonable time, extend the period further.

(b) On such extension, the Bank shall be entitled without prejudice to any other right and remedy available on that behalf to recover from the ESM CORPORATION as agreed damages and not by way of penalty Liquidated Damages as per GCC.

(c) Provided further, that if the Bank is not satisfied that the service can be completed by the ESM CORPORATION or in the event of failure on the part of the ESM CORPORATION to complete the service within the extension of time allowed further as aforesaid, the Bank shall be entitled without prejudice to any other right or remedy available in that behalf, treat the delay as a breach of contract and avail any or all the remedies there under, whether or not actual damage is caused by such default.

(d) **Inordinate Delays**: Delays due to the ESM CORPORATION of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays shall be noted as poor performance and be held against the ESM CORPORATION in future tenders. A show-cause notice shall be issued to the ESM CORPORATION before declaring it a poor performance. Such delays may be considered as a breach of the contract at the option of the Bank.

38. **Right of the Bank to recover Damages**. Bank shall be entitled to, and it shall be lawful for him to recover damages for the shortfall in performance as and Liquidated damages as detailed in this clause from all payments due or any Performance Security or any retention money. This clause does not limit Bank from imposing more than one damages under the contract, and such damages shall be applied concurrently.

39. **Denial Clause**.

(a) No increases in price on account of any statutory increase in or fresh Imposition of GST, or on account of any other taxes/ duty/ cess/ levy) leviable in respect of the Services and incidental goods/ works stipulated in the said Contract which takes place after the original delivery date shall be admissible on such of the said Services, as are delivered after the said date; and

(b) Notwithstanding any stipulation in the contract for an increase in price on any other ground, including the price variation clause, no such increase after the original delivery date shall be admissible on such Services delivered after the said date.

(c) Nevertheless, the Bank shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, or on account of any other Tax or duty or any other ground as stipulated in the price variation clause, which takes place after the expiry of the original delivery date.

40. **Force Majeure**

(a) On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the Bank in writing, the ESM CORPORATION shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 15 days or more at any time, either party shall have the option to terminate the contract on expiry of 30 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this Contract before such termination.

(b) Notwithstanding the remedial provisions contained in GCC, none of the Party shall seek any such remedies or damages for the delay and/ or failure of the other Party in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.

41. **Taxes and Duties.** The ESM CORPORATION shall be entirely responsible for all taxes, duties, fees, levies etc., incurred until delivery of the Services to the Bank. Further instruction, if any, shall be as provided in the SCC. If applicable under relevant tax laws and rules, the Bank shall deduct from all payments and deposit required taxes to respective authorities on account of GST Reverse Charge Mechanism; Tax Deducted at Source (TDS), and Tax Collected at Source (TCS) relating to Income Tax, labour cess, royalty etc. Payment of GST Tax under the contract: (a) The payment of GST and GST Cess to the ESM CORPORATION shall be made only on the latter submitting a GST compliant Bill/ invoice indicating the appropriate HSN code and applicable GST rate thereon duly supported with documentary evidence as per the provision of relevant GST Act and the Rules made there under. The delivery of Services shall be shown being made in the name, location/ state, and GSTIN of the beneficiary of the Services only, the location of the procurement office of the Bank has no bearing on the invoicing. (b) While claiming reimbursement of duties, taxes etc. (like GST) from the Bank, as and if permitted under the contract, the ESM CORPORATION shall also certify that in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the ESM CORPORATION) shall refund to the Bank, the Bank's share out of such refund received by the ESM CORPORATION. The ESM CORPORATION shall also refund the appropriate amount to the Bank immediately after receiving the same from the concerned authorities. (c) All necessary adjustment vouchers such as Credit Notes/ Debit Notes for any short/ excess delivery of Services or revision in prices or any other reason under the contract shall be submitted to the Bank in compliance with GST provisions (d) GST shall be paid as per the rate at which it is liable to be assessed or has been assessed provided the provision of Services is legally liable to such taxes and is payable as per the terms of the contract subject to the following conditions: i) The Bank shall not pay a higher GST rate if leviable due to any misclassification of HSN number or incorrect GST rate incorporated in the contract due to ESM CORPORATION's fault. Wherever the ESM CORPORATION invoices the Goods at GST rate or HSN number, which is different from that incorporated in the contract, payment shall be made as per GST rate, which is lower of the GST rates incorporated in the contract or billed. ii) However, the Bank shall not be responsible for the ESM CORPORATION's tax payment or duty under a misapprehension of the law. iii) Bidder is informed that he shall be required to adjust his basic price to the extent required by a

higher tax rate billed as per invoice to match the all-inclusive price mentioned in the contract. iv) In case of profiteering by the ESM CORPORATION relating to GST tax, the ESM CORPORATION shall treat it as a violation of the Code of Integrity in the contract and avail any or all punitive actions there under, in addition to recovery and action by the GST authorities under the Act. (e) The ESM CORPORATION should issue Receipt vouchers immediately on receipt of all types of payments along with tax invoices after adjusting advance payments, if any, as per Contractual terms and GST Provisions. (f) Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only on the net balance payment due. Statutory Variation Clause: Unless otherwise stated in the contract, statutory increase in applicable GST rate only during the original delivery period shall be to Bank's account. Any increase in the rates of GST beyond the original completion date during the extended delivery period shall be borne by the ESM CORPORATION. The benefit of any reduction in GST rate must be passed on to the Bank during the original and extended delivery period. However, GST rate amendments shall be considered for quoted HSN code only, against documentary evidence, provided such an increase of GST rates takes place after the last date of bid submission.

42. **Withholding and lien in respect of sums claimed.** Whenever any claim or claims for payment of a sum of money arises against the ESM CORPORATION, out of or under the contract, the Bank shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain such sum or sums, in whole or in part pending finalisation or adjudication of any such claim from - a) any security or retention money, if any, deposited by the ESM CORPORATION. b) any sum(s) payable till now or hereafter to the ESM CORPORATION under the same Contract or any other contract with the Bank if the security is insufficient or if no security has been taken from the ESM CORPORATION.

43. **Preconditions for Passing the Bills.**

(a) The bank shall ensure and cross-check with all relevant records before passing the bills of the ESM CORPORATION. Upon verification of the records by Bank, payments can be released to the ESM CORPORATION.

(b) The ESM CORPORATION shall ensure that Minimum gross wages, including ESI, EPF etc., is paid as per the actuals by the ESM CORPORATION to all workers, and portions to be deposited with the relevant authorities has also been deposited by him. If the ESM CORPORATION fails to pay the gross minimum wages, the same shall be informed to the Regional Labour Commissioner.

(c) the bank shall ensure that the ESM CORPORATION submits all the relevant records related to statutory obligations and agreement conditions for claiming monthly bills.

(d) Bank shall upload the details of the ESM CORPORATION online on the Employees' Provident Fund Organisation (EPFO) portal. Every month, Bank may, if required, cross-verify the ESM CORPORATION's monthly statements regarding EPF and other contributions from the EPFO's records online. The ESM CORPORATION must provide documentary evidence to show coverage of all his workers or labour under the schemes mentioned in.

44. **Completion Certificate and Final Payment.** Completion Certificate upon a written intimation from the ESM CORPORATION, the bank shall issue a certificate of completion duly indicating the date of completion after satisfying himself of the following. The bank may also issue such a certificate indicating the date of completion concerning any part of the service (before the completion of the whole of service), which has been completed to the satisfaction of the bank.

45. **Approval Only by Completion Certificate:** No certificate other than completion certificate referred to in sub-clause above shall be deemed to constitute approval of any service or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof or of the accuracy of any claim or demand made by the ESM CORPORATION or of additional varied Services having been ordered by the bank nor shall any other certificate conclude or prejudice any of the powers of the bank.

46. **Cessation of Bank's Liability** After the issue of Completion Certificate, the Bank shall not be liable to the ESM CORPORATION for any matter arising out of or in connection with the contract for the delivery of the Services, unless the ESM CORPORATION shall have claimed in writing in respect thereof before the issue of the Completion Certificate for service in Contract.

47. **Unfulfilled Obligations** Notwithstanding the issue of Completion Certificate for service, the ESM CORPORATION and the Bank shall remain liable for the fulfilment of any obligation incurred under the provision of the contract before the issue of the Completion Certificate for service, which remains unperformed at the time such certificate is issued. The contract shall be deemed to remain in force till the nature and extent of any such obligations are determined.

48. **Final Payment.** The ESM CORPORATION shall submit a Final bill on the bank certificate of completion regarding the services. The Final payment shall be made after receiving a clear "No Claim Certificate" signed from ESM CORPORATION.

49. **No Claim Certificate and Release of Contract Securities** The ESM CORPORATION shall submit a 'No-claim certificate' to the Bank in such form as shall be required by the Bank after the Services are finally admeasured and before the final payment/ performance securities are released. The Bank shall release the contractual securities without any interest if no outstanding obligation, asset, or payments are due from the ESM CORPORATION. The ESM CORPORATION shall not be entitled to make any claim whatsoever against the Bank under or arising out of this Contract, nor shall the Bank entertain or consider any such claim, if made by the ESM CORPORATION, after he shall have signed a "No Claim" Certificate in favour of the Bank. The Contactor shall be debarred from disputing the correctness of the items covered by the "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

50. **Payment Against Time-Barred Claims** All claims against the Bank shall be legally time-barred after three years calculated from the date when the payment falls due unless the payment claim has been under correspondence. The Bank is entitled to, and it shall be lawful for it to reject such claims.

51. **Disputes Resolution.**

(a) This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of India without regard to any principles of conflicts of laws thereof. In case of any disputes, differences the parties shall have the exclusive jurisdiction of Courts of------(where the services are availed or where the administrative office is situated)

(b) All differences, disputes, issues relating to interpretation of any clauses and claims whatsoever arising out of or in any manner related to any provision of this Agreement including any failure of the Parties to reach an understanding under any provision of this agreement shall be settled amicably through mutual discussion and negotiation

between the Parties. If no settlement to dispute(s) or difference (s) can be reached through amicable negotiation between the Parties within 30 days of such reference, the Parties shall approach the appropriate Court of Law. However, upon mutual consultation, the Parties may also have an option to refer the dispute(s) or difference(s) for settlement by Arbitration.

(c) If the parties mutually opt for Arbitration, the same shall be conducted as follows:

(i) There shall be a sole Arbitrator as mutually appointed by the Parties as per the provisions of The Arbitration and Conciliation Act, 1996 and subsequent modifications thereon.

(ii) If the parties are unable to appoint a sole Arbitrator on mutual basis, then each Party shall nominate one Arbitrator each, who shall jointly appoint the third Arbitrator (umpire). The majority of such Arbitrators shall be final and binding on the parties.

(iii) The Proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force.

(iv) The costs of the Arbitration shall be borne equally by both Parties.

(v) Any arbitration shall be confidential and neither you nor the bank may disclose the existence, content or results of any arbitration, except as required by law or purpose of enforcing the arbitration award.

(vi) The arbitration proceedings shall be in English. The place of Arbitration shall be -----(shall be at place where services are availed) and Courts at -----shall have exclusive jurisdiction over the matters covered.

52. **Cost of Arbitration and fees of the Arbitrator(s)**. The concerned parties shall bear the cost of arbitration equally. The cost shall inter-alia include fees of the Arbitrator. Further, the fees payable to the Arbitrator shall be governed by instructions issued on the subject by the Bank and/ or the Government from time to time, in line with the Arbitration and Conciliation Act, irrespective of the fact whether the Arbitrator is appointed by the Bank or the Government under this clause or by any court of law unless directed explicitly by Hon'ble court otherwise on the matter.

53. **Defaults and Breach of Contract**. In case the ESM CORPORATION undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Bank's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia.

(a)Default in Performance and Obligations. If the ESM CORPORATION fails to deliver any or all of the services or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the Bank.

(b)Insolvency. If the ESM CORPORATION being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition

under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

(c)Liquidation.If the ESM CORPORATION is a company being wound up voluntarily, or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager.

54. **Notice for Default.** As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the ESM CORPORATION, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the ESM CORPORATION would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

55. **Terminations for Default.**

(a) Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, the Bank, if so decided, shall by written Notice of Termination for Default sent to the ESM CORPORATION, terminate the contract in whole or in part, without compensation to the ESM CORPORATION.

(b) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to the Bank after that.

(c) Unless otherwise instructed by the Bank, the ESM CORPORATION shall continue to perform the contract to the extent not terminated.

(d) All Defect Liability obligations, if any, shall continue to survive despite the termination.

56. **Contractual Remedies for Breaches/ Defaults or Termination for Default** If there is an unsatisfactory resolution within this period, the Bank shall take one; or more of the following contractual remedies. Temporary withhold payments due to the ESM CORPORATION till recoveries due to invocation of other contractual remedies are complete. Call back or advances of payment, if any, with a levy of interest at the prevailing rate. Recover liquidated damages and invoke denial clause for delays. Encash and/ or Forfeit performance or other contractual securities. Prefer claims against insurances, if any. Terminate Contract for default, fully or partially including its right for Risk-and-Cost Procurement as per following sub-clause.

57. **Limitation of Liability.** Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the ESM CORPORATION to the Bank, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the ESM CORPORATION to indemnify the Bank concerning IPR infringement.

58. **Notice for termination of Contract.** The Bank reserves the right to terminate the contract, in whole or in part for its (the Bank's) convenience or frustration of Contract as per sub-clause below, by serving written 'Notice for Determination of Contract' on the ESM CORPORATION at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Bank or the frustration of the contract. The notice shall also indicate inter-alia, the extent to which the ESM CORPORATION's performance under the contract is terminated, and the date with effect from which such termination shall become effective. Such termination shall not prejudice or affect the rights and remedies

accrued and/ or shall accrue after that to the Parties. Unless otherwise instructed by the Bank, the ESM CORPORATION shall continue to perform the contract to the extent not terminated. All Defect Liability obligations, if any, shall continue to survive despite the termination. The Services and incidental goods/ works that can be delivered or performed within thirty days after the ESM CORPORATION's receipt of the notice of termination shall be accepted by the Bank as per the contract terms. For the remaining Services and incidental goods/ works, the Bank may decide: a) To get any portion of the balance completed and delivered at the contract terms, conditions, and prices; and/ or to cancel the remaining portion of the Services and incidental goods/ works and compensate the ESM CORPORATION by paying an agreed amount for the cost incurred by the ESM CORPORATION, if any, towards the remaining portion of the Services and incidental goods/ works.

59. **Notice of Frustration Event:** Upon a supervening cause occurring after the effective date of the contract, including a change in law, beyond the control of either party whether as a result of the Force Majeure clause or within the scope of section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the contract within a reasonable timeframe, the affected party shall give a 'Notice of Frustration Event' to the other party giving justification. The parties shall use reasonable efforts to agree to amend the contract, as may be necessary to complete its performance. However, if the parties cannot reach a mutual agreement within 60 days of the initial notice, the Bank shall issue a 'Notice for Determining the contract' and terminate the contract due to its frustration as in the sub-clause above.

- (a) However, the following shall not be considered as such a supervening cause
 - (i) Lack of commercial feasibility or viability or profitability or availability of funds.
 - (ii) if caused by either party's breach of its obligations under this Contract or failure to act in good faith or use commercially reasonable due diligence to prevent such an event.

60. **Closure of Contract.** The contract shall stand closed upon successful performance of all obligations by both parties, including completion of Defect Liability obligations and final payment.

61. **Code of Integrity in Public Procurement.**

- (a) **Code of Integrity.** Procuring authorities as well as bidders, suppliers, ESM CORPORATIONS, and consultants - should observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the execution of contracts:
 - (b) **"Corrupt practice"** - making offer, solicitation or acceptance of a bribe, reward or gift or any material benefit, in exchange for an unfair advantage in the Tender Process or to otherwise influence the Tender Process;
 - (c) **"Fraudulent practice"** - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information, for participation in a tender process or to secure a Contract, or in the execution of the contract;
 - (d) **"Anti-competitive practice"** - any collusion, bid-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness, and the progress of the Tender Process or to establish bid prices at artificial, non-competitive levels;
 - (e) **"Coercive practice"** - harming or threatening to harm persons or their property to influence their participation in the Tender Process or affect the execution of a contract;

(f) “**Conflict of interest**” –participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if their personnel have a relationship or financial or business transactions with any official of Bank who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Bank with an intent to gain unfair advantage in the Tender Process or for personal gain;

(g) “**Obstructive practice**” - materially impede Bank’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank’s rights of audit or access to information;

62. **Obligations for Proactive Disclosures**

(a) Procuring authorities, bidders, suppliers, ESM CORPORATIONS, and consultants are obliged under this Code of Integrity to suo-moto proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any Tender Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity.

(b) Any bidder must declare, whether asked or not in a bid-document, any previous transgressions of such code of integrity during the last three years or of being under any category of debarment by the Central Government or by the Ministry/ Department of the Procuring Organisation from participation in Tender Processes. Failure to do so shall amount to a violation of this code of integrity.

63. **Misdemeanours and Penalties**

(a) **Misdemeanours**. The following shall be considered misdemeanours - if a ESM CORPORATION either directly or indirectly, at any stage

(i) Violates the code of Integrity mentioned in GCC or the Integrity Pact (if included in the Tender/ Contract);

(ii) Has been convicted of an offence: a) under the Prevention of Corruption Act, 1988; or b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.

(iii) It is determined by the Government of India to have doubtful loyalty to the country or national security consideration.

(iv) Employs a government servant, who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt government servants or employs a government officer within one year of his retirement, who has had business dealings with him in an official capacity before retirement.

(b) **Penalties for Misdemeanours** Without prejudice to and in addition to the rights of the Bank to other remedies as per the contract, If the Bank concludes that a (prospective) vendor directly or through an agent has violated this code of integrity or committed a misdemeanour in executing a contract, the Bank shall be entitled. It shall

be lawful on his part to take appropriate measures, including the following: if his bids are under consideration in any procurement.

- (i) Forfeiture or encashment of Bid Security.
- (ii) Calling off of any pre-contract negotiations, and;
- (iii) Rejection and exclusion of vendor.

If a contract has already been awarded

- (i) Termination of Contract for Default and availing all remedies prescribed there under;
- (ii) Encashment and/ or Forfeiture of any contractual security or bond relating to the procurement;
- (iii) Recovery of payments including advance payments, if any, made by the Bank along with interest thereon at the prevailing

GENERAL REQUIREMENT/TERMS OF SERVICE

1. The ESM CORPORATION shall ensure that the security guards provided to the bank are Ex-servicemen, medical fit and are below the age of 60 years.
2. The ESM CORPORATION shall ensure that security guards so deployed conform to the STANDARDS prescribed in the Private Security Agencies Rules framed by the respective State Governments/ Union Territories.
3. The ESM CORPORATION shall ensure that the guard will report to Bank's designated office and guard will function under their general directions. The authorized representative of the ESM CORPORATION will introduce their security staff to such Officer in this behalf for the operation of the agreement by Bank for his verification and satisfaction before their deployment and the ESM CORPORATION shall furnish the complete particulars / bio-data (names, permanent & local addresses) of security personnel along with latest passport size colour photo duly attested by the Gazetted Officer or the ESM CORPORATION, thumb impression & signatures of the guards before deployment including the copy of arm license, wherever applicable. This exercise shall be mandatorily repeated whenever a new guard reports to a site, even in case of temporary reliever.
4. There will be no enhancement in rates/charges during the period of empanelment unless and until specified separately. No other charges shall be payable to the ESM CORPORATION, except the agreement amount.
5. The ESM CORPORATION shall furnish the following documents in respect of each security guard deployed, before the commencement of contract:
 - (a) List of trained security guards identified/selected by agency for deployment with Bio data i.e., date of birth, age, qualification address etc. (KYC documents).
 - (b) Training certificate issued by training /institute /organization.
 - (c) Certified copy of the character certificate.
 - (d) Undertaking of the Guard.
 - (e) Medical certificate as specified
6. In case, the security guard deployed by the ESM CORPORATION commits any act of omission / commission resulting in loss/damage to the Bank, the ESM CORPORATION shall take appropriate disciplinary action against such personnel immediately on being brought to their notice, failing which it would amount to breach of contract and may lead to termination of contract. The Bank is also not precluded from taking action on its own against the security guards and the ESM CORPORATION if the act and omissions of the security guard result in loss/damage as aforesaid.
7. The ESM CORPORATION shall ensure that the guards shall be deployed at the branch/ATMs/ Admin Office as per the duty schedule given by the Bank and for the

office/quarters etc. as per the Bank duty schedule given by Bank.

8. The ESM CORPORATION should, at his own expense, provide proper uniform and other accessories, to the security guard deployed at the branch/ Admin office sites as given in the conditions of the tender other than those which are stipulated to be supplied by Bank, if any. No personal items will be supplied by the Bank. The Security Guards shall also be provided with an identity card having the photograph of the person and personal information such as name, designation, address and identification mark etc.

9. The ESM CORPORATION should, at his own expense, designate/deploy a field officer at its own cost, as per labor laws, who would regularly interact with officers of the Bank for better co-ordination, utilization of services, so as optimal manpower deployment etc., could be addressed. The security supervisor/field officer is to be provided exclusively for supervising the security guards deployed with Bank and he shall report to the concerned branch/officer in charge/official at least once a week for the purpose of briefing the developments. He must carry out checking of guards wherever deployed for alertness on regular basis as instructed by branch/office. Bank will not be liable for separate payments for this arrangements and the cost of such arrangements shall be borne entirely by the ESM CORPORATION.

10. Bank shall have the power to make alteration in, omissions from, additions to or substitutions for the original number of guards to be posted and instructions that may appear to him to be necessary or advisable during the progress of the work.

11. Bank at its own discretion may increase or decrease the number of Security guards during the currency of the contract. All terms and condition of the contract will be applicable for the above said change in number of guards.

12. It will be the responsibility of the ESM CORPORATION to provide accommodation, transport, food, medical and any other requirement for their personnel deployed. The Bank will have no liability what so ever in this regard at any stage.

13. The security guards of the ESM CORPORATION shall be required to work in shifts of 8 hours' duration (including lunch / dinner recess) on all seven days with staggered weekly off in administrative offices. The general duty hours of each guard shall be 8 hours per day.

14. The security guard deployed shall be required to report for work at specified shift duty hours and remain in the designated post till the end of the shift. In case, any post is vacant on any shift/day, the ESM CORPORATION shall immediately inform the Bank and make alternate arrangements for ensuring deployment of security guard.

15. All compensation or the other sums of money payable by the ESM CORPORATION under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest if any, arising there from, or from any sums

which may be due to or may become due to the ESM CORPORATION by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deduction or sale as aforesaid, the ESM CORPORATION shall within 10 days make good in the cash or Guarantee Bond of a Scheduled Bank other than Bank in favour of the Bank or fixed deposit receipt tendered by the Bank (in case of guarantee offered by scheduled banks, the amount shall be within the financial limits prescribed by the Reserve Bank of India); any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.

16. The ESM CORPORATION shall be responsible for arranging and maintaining at his own cost all facilities for workers and all other services as required for undertaking the specified work unless otherwise specifically provided for in the contract documents.

17. The ESM CORPORATIONS shall provide security guards of the age below 60 years & preferably from local area / State with knowledge of local language and with well-built physique and medically fit.

18. The un/armed guards should be an Ex-servicemen in Shape 1 category.

19. The ESM CORPORATION should be able to provide security guards, with minimum educational qualifications of 10th class.

20. The ESM CORPORATION shall not engage any person who is below 18 years of age.

21. The ESM CORPORATIONS shall deploy the required number of guards on each shift to discharge the specified activities.

22. The ESM CORPORATION shall engage only security guards who are in good health, active, physically & medically. They should not be suffering from any infectious disease. The guard should be physically fit in all respects, i.e. should not be in Low Medical Category i.e. Medical category recorded in discharge book of ex-servicemen/ex-Para military personnel will be considered valid for 2 years from date of discharge and thereafter his medical fitness will be considered as per fresh medical fitness certificate from Registered Medical practitioner with qualification not less than M.B.B.S. as produced for verification by the ESM CORPORATION. Certificate of medical fitness from a Medical Practitioner (having at least MBBS qualification) in respect of each and every deployed guard will be required to be produced by the ESM CORPORATION every year on or before 31 Mar or at any other date and at such place as informed by the Bank.

23. The supervisory mechanism of the ESM CORPORATION should be such that the Supervisor visits the Branch / Office where an armed guard / security guard is deployed, at least once in a week, seeks feedback from the Branch / office incumbent, submits its visit remarks in the guard duty register kept at the Branch and initiates corrective /

remedial measure, if required. He must carry out checking of guards wherever deployed for alertness on regular basis as instructed by reporting official.

24. The personnel so deployed by ESM CORPORATION shall be under the direct control and supervision of the ESM CORPORATION.

25. The ESM CORPORATION shall engage guards having adequate knowledge and experience in use / handling of portable fire extinguishers and shall take necessary proactive preventive action in case of activation of fire alarm system or in case of a fire in the Branches / Admin Units.

26. ESM CORPORATION shall ensure that security guards possessing the required skill and training shall only be deployed at the Branches / Admin Units.

27. The ESM CORPORATION shall ensure that the ESM CORPORATION and their employees deployed with the Bank shall comply with all obligations, conditions and restrictions regarding uniform, photo identity card, etc., as laid down in notifications, rules, regulations, statute etc. by the Government of India or the respective state in which the ESM CORPORATION is engaged by the Bank.

28. The Personnel deployed by the ESM CORPORATION shall maintain a high standard of discipline, turnout and alertness. Therefore, the ESM CORPORATION shall adhere to the instructions from the Bank from time to time and ensure deployment of only well trained able bodied guards of age group above 18 years for guarding Bank's Branches / Administrative units.

29. The ESM CORPORATION will ensure that at no point of time during the prescribed duty hours of the guard, the guard will leave his duty area or absent from his place of duty without a reliever. The ESM CORPORATIONS will arrange to send a substitute whenever the regular guard/s is /are absent or on leave or completes his shift etc.

30. The guards shall remain alert during their working hours to prevent any Theft/ Burglary/ Robbery/ Dacoity / Fire and other untoward incidents.

31. The guards reporting for duty will report to Branch / Admin Unit in charge as per the timings in the duty roster and sign in the duty register maintained at the site.

32. ESM CORPORATION shall maintain duty register for each ESM CORPORATION's employees and get the register checked by the Bank's branch/office daily, along with timings. In case a ESM CORPORATION's employee is found absent from the place of his duty, the pro-rata payment for the day's absence will be deducted from the payment due to the ESM CORPORATION.

33. ESM CORPORATION shall alone decide and be responsible for the leave or absence of the ESM CORPORATION's employees and Bank shall not in any way be responsible for sanction of leave, etc., to the ESM CORPORATION's employees.

34. The ESM CORPORATIONS and the deployed guards shall be fully responsible to protect the premises of the Branches / Admin Units and its assets against burglary, theft, robbery, Dacoity and pilferage etc. and also provide safety to the customer in the Branches / Admin Units premises

35. The ESM CORPORATION agrees that the duty of security guards is to keep a watch over persons visiting the Branches / Admin Units for the purpose of safety and security against infiltration and against removal of Bank's property by any unauthorized person and/or to watch and guard the above.

36. The ESM CORPORATION s shall change the guard immediately on instructions from the Bank if the posting of that particular guard is not acceptable to the Bank due to misbehavior, indulging in unlawful activities, inefficiency, intoxicated condition, alcoholic, physically/medically unfit, or any other reason concerning the safety and security of site, equipment and customers.

37. Bank shall not be responsible for providing food and/or transport to the staff / guards of the ESM CORPORATION. ESM CORPORATIONS have to make their own arrangements.

38. Bank will not be responsible for any loss to the property or to persons of the ESM CORPORATION in the event of fire, catastrophe or civil commotion etc., if they occur.

39. The ESM CORPORATION shall get antecedents of all guards verified through local Police and submit the Police Verification report to the Bank for scrutiny before deploying the guards at the sites.

40. The ESM CORPORATION hereby undertakes to abide by the requirements of physical standards for the ESM CORPORATION's employees and their training as prescribed in the Private Security Agencies (Regulation) Act 2005 and the rules framed there under.

41. The ESM CORPORATION shall ensure that all the ESM CORPORATION's employees are subjected to basic training & refresher training program on regular basis at its cost and the proof of the same to be submitted along with the Contract. The armed guards shall be imparted firing practice with their own guns during the annual training. Proper report regarding this shall be submitted to RO

42. The ESM CORPORATION shall ensure that the ESM CORPORATION's

employees function under general directions of branch manager/Authorized official through ESM CORPORATION.

43. The ESM CORPORATION shall ensure that the guard shall wear full prescribed uniform with proper photo identity card.

(a) All essential items for security purposes like torches, baton, whistle, shoes/rain boots, raincoats, first aid arrangement etc. shall be provided by the ESM CORPORATION at their own cost

(b) The identity cards shall be produced on demands by the guards to any authority of the Bank or of Government.

(c) The guards shall be smartly dressed, disciplined and shall maintain an apt turn-out with proper hair-cut and properly shaved while on duty.

44. The ESM CORPORATION shall ensure that the ESM CORPORATION's employees shall not accept any eatables, tea, coffee, tobacco, etc., from strangers. The ESM CORPORATION's employees shall not take any alcohol or intoxicants or be found in an inebriated state or smoke during the duty hours. It will be the responsibility of the ESM CORPORATION to ensure such decorum and discipline of the guard during duty hours.

45. The ESM CORPORATION shall ensure that no familiarity develops between the ESM CORPORATION's employees and the Bank staff. Further, the ESM CORPORATION shall ensure that the ESM CORPORATION's employees do not indulge in any activities including money transactions, which may tarnish the image of the Bank.

46. ESM CORPORATION Guards are not the employees of Bank and hence they shall not claim any privilege which is entitled for Bank Staff.

47. The ESM CORPORATION should deal with any incidence/contingency/mishaps that may arise during the execution of contract.

48. The ESM CORPORATION must ensure that its employees entrusted to provide service to Bank are aware of the Official Secrets Act 1923 and adhere to it.

49. Valid Police Verification certificate for the guards deployed to be submitted along with the contract and to be renewed from time to time each year.

50. In case of any pilferage, damage or theft, the ESM CORPORATION or their representative shall report the matter immediately to the authorities of the Bank and shall take up the matter with the police for lodging FIR/Proper investigation and recovery of loss. The ESM CORPORATION will be wholly responsible for any loss due to theft, pilferage etc. and will make good the loss sustained by the negligence, absenteeism, lethargic attitude or dereliction of duty by their security guards.

51. If act of an armed guard / security guard, whether deliberate or inadvertent, casual or negligent, being that of omission or commission causes any injury to a customer or staff or any individual or causes loss of property of Bank or of customer or of any individual, the compensation for the same in full will have to be borne by the ESM CORPORATION.

52. Media Interaction by the ESM CORPORATION/ Guards: No information of any kind is to be divulged to the media (press/ social media) including still photographs, video footage, any written document or any oral information. Any such disclosure of information would be viewed seriously and the Bank would be free to take any legal action against the ESM CORPORATION as deemed fit.

53. The ESM CORPORATION shall ensure that the guard shall be conversant with the use of fire extinguishers, fire hydrant system, security alarm system and other security gadgets and shall take necessary action in case of activation of alarm system /emergency.

54. In addition to their duty of providing security services i.e. Guarding the site against robbery/dacoity; the ESM CORPORATION guards will also be required to perform the following duties: -

- (a) Checking and regulating visitors and maintenance of various prescribed document (Necessary entries be made in the records/registers).
- (b) Checking of incoming/outgoing materials and vehicles at the gate.
- (c) Prevention of losses from theft/pilferage/damage to Bank property.
- (d) Assisting in case of strike/unrest of employees and shall render necessary and adequate assistance to Bank administration and also take necessary steps to control mob/unruly crowd.
- (e) Render assistance in firefighting whenever fire takes place inside the premises or when called upon to do so. All personnel employed by the ESM CORPORATION should be suitable trained in fire fighting techniques and handling of firefighting equipment and first aid procedures.
- (f) Prevention of misuse of water, electricity & other facilities by outsiders/un authorized persons and prevention of entry of stray animals into Bank's premises.
- (g) Apprise the Bank administration of any lapses covered under the scope of this work and suggest remedial methods.
- (h) Ensure cleanliness of the general area in & around the post of the duty.
- (i) Ensure orderly marshalling & parking of both Bank & visitors' vehicles around the Bank's premises.

55. The ESM CORPORATION shall comply with all the provisions of laws of the land applicable while providing guards to the Bank.

56. It is clarified that.

- (a) The guards deployed by the ESM CORPORATION during contract with Punjab & Sind Bank shall not work in any other organization or shall not be deployed by the ESM CORPORATION to any other organisation.

(b) If any such case comes to the notice during the agreement period, Bank shall have the right to impose suitable penalty on the ESM CORPORATION, which will be recovered from the monthly bills or security deposit or any other dues of the ESM CORPORATION.

(c) The ESM CORPORATION shall employ good and trained persons with good health and clean record and must have good working knowledge of English or Hindi or vernacular language.

(d) In case, any of the guard so provided is not found suitable by the Bank, the Bank shall have the right to ask for his replacement without giving any reason thereof.

(e) It will be the responsibility of the ESM CORPORATION to ensure that approved strength is maintained at all the times and security services continue without any break.

(f) The ESM CORPORATION will change the Guard immediately on instructions from the Bank if the performance of that particular guard is not acceptable or found physically/medically unfit and decision of the Bank is final in this regard.

(g) The Bank reserves the rights to ask the ESM CORPORATION to remove any guard found not discharging his duties satisfactorily or of doubtful character and he will immediately remove such person / persons and provide replacement.

(h) The Bank shall not provide any residential accommodation in the premises of the Bank or elsewhere for the security guards deployed by the ESM CORPORATION.

(i) The duty points and retention of security guards deployed by the ESM CORPORATION will be decided by the Bank through its Officer-in-Charge or any person so authorised in this regard and the ESM CORPORATION will have to abide by such direction.

(j) It may be distinctly understood that there shall not be any absenteeism by the security guards and in case of absenteeism an immediate replacement will be provided by the ESM CORPORATION. If any guard's replacement deputed by the ESM CORPORATION is unable to join his duty within two hours, such failure to join duty will attract penalty on the ESM CORPORATION. Such replacement guard shall also be subject to meeting the same standards as mentioned *ibid*.

(k) The ESM CORPORATION shall give weekly off to their security guards and shall provide a reliever in their place wherever required as per Bank's requirement/norms. The ESM CORPORATION is required to conduct surprise check frequently at least twice a week during late hours and to see themselves that their guards are discharging duties faithfully and properly and also submit their report to the official identified by the Bank. No guard will be allowed to perform more than 8 hrs of duty in a cycle of 24 hrs and the duty hours will be strictly as per The Contract labour (Regulation) Act 1970.

57. Neither the ESM CORPORATION nor any of their Guards will have any claim against the Bank for any liability arising out of any commission/omissions caused by the guard while on duty except the hiring charges payable to the ESM CORPORATION as per the contract.

58. In case of any property loss of Bank, Bank Staff or Bank customer while inside Bank's premises(Indoor) / injury to any one of Bank staff due to negligence of the ESM CORPORATION guard or due to dereliction of duty or in-attentiveness or negligence of the guard, all liabilities arising out of such incident will be fully met by the ESM CORPORATION. Indemnity of Debts / loss occurred due to the acts of the guards will be with the ESM CORPORATION.

59. The ESM CORPORATION should ensure the rotation of the guards at the particular post at least once in six months with the prior permission from the Bank or on receipt of such advice from the Bank.

60. This Agreement with ESM CORPORATION can be terminated at the discretion of the Bank at one month's notice. further, if the ESM CORPORATION fails to meet the stipulations notified by central/state government under the private security agencies (regulation) Act, ESM CORPORATION shall be de-empanelled& services shall be terminated with immediate effect with our prejudice to our banks' (Bank) rights to take any appropriate action it may warrant.

61. The ESM CORPORATION may ensure the following: -

- (a) All details as shown below are available with the security guard checking register for use in case of emergency to report to the concerned authorities.
- (b) Name & telephone numbers of in-charge / contact person of
 - (i) Branch Manager / Authorized Person.
 - (ii) In-charge Officer of the Branch / Authorized Person.
 - (iii) Contact person of the AMC vendor for security gadgets.
 - (iv) Contact person of the AMC vendor for Firefighting equipments.
 - (v) Nearest police post / police station.
 - (vi) Nearest Fire station.
 - (vii) Supervisor / Field officer of the ESM CORPORATION.
 - (viii) Manager of the ESM CORPORATION.
- (c) To submit all required documents like police verification, gun license, etc. after getting verified along with original by the bank manager.

62. For all intents and purposes, the ESM CORPORATION shall be the "Employer" within the meaning of various Labour Legislations in respect of security guards so employed and deployed at Bank's ATM sites for guarding, on contract.

63. The ESM CORPORATION shall alone, be solely responsible for redressal of grievances/resolving of disputes relating to guards deployed. Bank, shall in no way, be responsible for any damages, losses, FINANCIAL or other injury claims to any security guard deployed by the ESM CORPORATION in the course of his performing the functions / duties, or for payment towards any compensation.

64. The security guards deployed by the ESM CORPORATION shall not have any claim of Master and Servant relationship vis-a-vis Punjab & Sind Bank. They also shall not have any Principal and Agent relationship with or against the Bank. The security guards of the ESM CORPORATION shall not be treated or considered as employees of the Bank and they shall not have any right to claim permanent employment with the Bank under any circumstances.

65. The security guards deployed by the ESM CORPORATION under contract shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, part time/confirmed employees of the Bank, during and/or after expiry of the contract. In case of termination of the contract also, the security guards deployed by the ESM CORPORATION shall not be entitled to any or/and will not have any claim for absorption or relaxation for absorption in the regular/otherwise, in any capacity in the Bank.

66. The ESM CORPORATION shall alone be liable to pay compensation for any damage/death/injury sustained by the security guard or any other member of the ESM CORPORATION as sustained by them in the course of their work/duty at any site during the contract period.

67. In case, the ESM CORPORATION fails to comply with any statutory / taxation liability under appropriate law and as a result thereof, if the Bank is put to any loss/obligation, monetary or otherwise, Bank will be entitled to recover such damage/loss/deemed loss, either out of the outstanding bills or from the security deposit of the ESM CORPORATION.

68. The ESM CORPORATION will indemnify the Bank from all legal, financial, statutory, taxation and any other liabilities.

69. The aspects specified in the RFP document shall remain sacrosanct and valid for entire term of contract.

70. The Bank reserves the right to include / exclude any clause related to the ESM CORPORATION duty which seems required at that point of time with regard to the safety and security of Banks resources.

71. No guard shall be deployed for more than 8 hours in a day except when requested by the Bank or its officials. Bank will not entertain any such deployment for more than 8 hours, and if, the ESM CORPORATION is deploying any guard on its own, it will be the responsibility of the ESM CORPORATION to provide all benefits including OT to the Guard. The bank will have no liability what so ever in this regard at any stage, and will not pay the ESM CORPORATION any extra amount. In case of any exigencies, authorized Bank official will place a formal request to the ESM CORPORATION for extra duty which will be compensated accordingly.

72. The agency shall deploy security personnel for securing the property and also the people in the building, guarding the building & its periphery, Checking/barring all unauthorised entry, preventing the thefts, screening of people/visitors, visitor's management software, parking management, gate management, operating X – ray scanner, under vehicle scanner, boom/pole barrier, issuing visitors card etc.

FOR ARMED GUARDS (IN ADDITION TO NORMAL SECURITY DUTIES & THOSE SPECIFIED ABOVE) :-

73. The ESM CORPORATION shall be responsible for the provision and maintenance of the authorized Non Prohibited Bore weapons (preferred Pump Action Guns) to the Armed Guards along with ammunition (10 Rounds) for the weapon. A valid License and the retainership for the Armed Guard is to be carried by him at all times and is to be produced whenever asked for.

74. The ESM CORPORATION shall be responsible to ensure that the Armed Guards deployed are not involved in any type of Strike/Dharna as long as they are performing their duties for Punjab & Sind Bank.

75. The ESM CORPORATION must ensure that the Armed Guards thus deployed are not involved in any type of commercial activities or Personal employment (regular/Part time) at any given point of time during the period of contract.

76. Armed Guard deployed must carry a copy of Valid GUN License with UIN number and Retainer ship on his person at all times. He must carry a minimum of 10 rounds of

ammunition (02 rounds loaded and 03 rounds in pouch and 05 rounds as spare).

77. The Armed Security Guard should perform his duty only with non-lethal category weapon of Non Prohibited Bore (DBBL/PUMP ACTION 12 BORE) as approved by regulatory authorities and endorsed in the license.

78. Armed Guard deployed must identify a safe place in the branch in consultation of Branch Head for loading /unloading of weapon against a sand bag and follow the safe procedure for the same.

79. Renewal of Gun license should be done promptly and the responsibility lies with the Private security agency

80. In case of any accidental firing, all legal/ medical / Financial responsibility to customers lies with ESM CORPORATIONS. The matter /incident is to be immediately informed to the Bank authorities through branch. Bank will not be responsible for any dispute thus arising.

81. Annual inspection of the guns of the deployed Armed Guards will be required to be got done from an authorized Armourer / Arms Dealer and certificate of fitness of the gun will be required to be submitted on or before 31st of March every year along with Annual Training report.

82. Gun should be IOF (Indian Ordnance Factory) Tested.

83. Safe keeping of Guns after the office hours is the sole responsibility of the guards and the Gun will not be allowed to be kept inside the branch.

84. The ESM CORPORATION should ensure that the gun used by the guard should be in working condition and cost of any repairs, cartridges etc. shall be borne by the Guard /ESM CORPORATION and the Bank shall not be responsible for its maintenance & repairs.

85. The ESM CORPORATION should ensure that the gun shall be kept loaded and the safety catch is kept in safe position while on duty and adequate extra cartridges shall be carried by the guard.

86. The ESM CORPORATION should instruct the armed Guard that any use of weapon should be only as per Indian penal code / Indian Arms Act for defending the property of the Bank and the property and lives of the employees and customers of the Bank or in self-defense during the duty as provided in IPC.

87. The ESM CORPORATION should ensure that if required, the Armed Guard shall accompany escort remittances to guard against any robbery/waylaying enroute and instruct the guard to keep such movement absolutely confidential.

88. The ESM CORPORATION is entirely liable for any mishaps/ accidental firing deliberate or otherwise occasioned by ESM CORPORATION Armed Guard Posted at branches, and is

responsible for all criminal, civil, monetary liability arising out of such incident/mishap against claims made against Bank either by its own staff, customers or outsiders.

89. The ESM CORPORATION to ensure that the Armed Guard should always be in possession of a valid arms license which is valid for deployment in the jurisdiction of State/ States and shall be renewed on or before due dates. The ESM CORPORATION should ensure that the Armed Guard registers the license in the area police station of the Duty site.

**TECHNICAL BID
SERVICE PROVIDER'S PROFILE**

<u>S No</u>	<u>Information Regarding</u>	<u>Details to be furnished</u>
1.	Name & Address of the firm	
2.	PAN No and GST number	
3.	Type of organization & year of Incorporation.	
4.	Correspondence address with contact person, name, telephone number, mobile number, E-mail etc.	
5.	Name & details of Directors/Partners/Proprietor	
6.	Company Profile with year of establishment	
7.	Details of offices	
8.	Whether registered with Registrar of Companies, if so, number & date.	
9.	Registration with tax authorities (with copies of 3 years IT Returns)	
10.	Income Tax No.	
11.	Sales/ Commercial Tax No.	
12.	Names of the Bankers with address	
13.	DGR registration number and certificate	
14.	ESM CORPORATIONRA license for the state of operation of the state ESM Corporation	
15.	EPF and ESCI registration no	
16.	All the pages of tender document uploaded must be duly signed and stamped by the authorized person.	

Note: Copy of all the above mentioned documents (point no 1 to 10) to duly verified and uploaded on GeM portal.

COMMERCIAL BID TO BE SUBMITTED ON STATE ESM CORPORATION LETTER HEAD
(ARMED SECURITY GUARDS

SI No	Particulars (Establishment Expenses)		Armed Security Guard A Area	Armed Security Guard B Area	Armed security guard C Area
1	Basic wage plus variable dearness allowance				
2	ESI (Employee State Insurance)	3.25% of basic plus VDA and as applicable			
3	Employment Provident Fund (EPF)	12 % of Basic plus VDA subject pf maximum VDA of Rs. 15000			
4	Employment Deposit linked Insurance(EDLI)	0.5 % of Basic plus VDA (Limited to Rs 15,000)			
5	Administrative Charges (EPF & EDLI)	0.5% of basic plus VDA subject to maximum VDA of Rs 15000			
6	HRA (House Rent Allowance)	24%/16%/8% of basic plus VDA or 5400/3600/1600 whichever is higher			
7	ESI on HRA	3.25 % of HRA			
8	uniform outfit allowance	5% of basic plus VDA			
9	uniform washing allowance	3% of basic plus VDA			
10	sub total				
11	cost per day				
12	sum total for 26 days				
13	service charge				
14	GST				

PRE CONTRACT INTEGRITY PACT

Between

This pre contract Agreement (hereinafter called the integrity pact is made on day of the month of 202__, between, on one hand, Punjab and Sind Bank, acting through Shri....., Designation....., Punjab and Sind Bank, Government of India Undertaking (hereinafter called the "Principal/Bank" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the first part and M/s.....represented by Shri....., authorized signatory of M/s.....(hereinafter called the "BIDDER/ESM CORPORATION" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns)of the second part.

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for outsourcing of the security services at RO _____ Punjab & Sind Bank. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or ESM CORPORATION(s).

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

Section 1 - Commitments of the Principal

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

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

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

Section 2 - Commitments of the Bidder(s)/ ESM CORPORATION(s)

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

- (a) The Bidder(s)/ ESM CORPORATION(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (b) The Bidder(s)/ ESM CORPORATION(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in

particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

(c) The Bidder(s)/ ESM CORPORATION(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ ESM CORPORATION(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/ESM CORPORATIONS(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/ESM CORPORATIONS(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/ESM CORPORATION(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

(e) The Bidder(s)/ ESM CORPORATION(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(f) Bidder(s) /ESM CORPORATION(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ESM CORPORATION(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ESM CORPORATION(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at (page nos. 8-17).

Section 4 - Compensation for Damages

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

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Bidder liquidated damages.

Section 5 - Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

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

Section 6 - Equal treatment of all Bidders / ESM CORPORATIONS / Subcontractors

1. In case of Sub-contracting, the Principal ESM CORPORATION shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

2. The Principal will enter into agreements with identical conditions as this one with all Bidders and ESM CORPORATIONS.

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

Section 7 - Criminal charges against violating Bidder(s)/ESM CORPORATION(s)/Subcontractor(s)

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

Section 8 - Independent External Monitor

The Principal appointed as per Central Vigilance Commission guidelines. Name and addresses of the Monitors are given below:

Sh/Smt _____

Email: _____ **Mob:** _____

1. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/ESM CORPORATIONS as confidential. He/ she reports to the MD & CEO, Punjab & Sind Bank.

3. The Bidder(s)/ESM CORPORATION(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the ESM CORPORATION. The ESM CORPORATION will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ ESM CORPORATION(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform MD & CEO, Punjab & Sind Bank and recuse himself / herself from that case.

5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the ESM CORPORATION. The parties offer to the Monitor the option to participate in such meetings.

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

7. The Monitor will submit a written report to the MD & CEO, Punjab & Sind Bank within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8. If the Monitor has reported to the MD & CEO, Punjab & Sind Bank, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the MD & CEO, Punjab & Sind Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the ESM CORPORATION_____ months after the last payment under the contract, and for all other Bidders_____after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by MD & CEO, Punjab & Sind Bank.

Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the ESM CORPORATION is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(For & On behalf of Bidder/ ESM CORPORATION)

(Office Seal)
Place

(Office Seal)
Place

Date

Date

Witness 1: _____
(Name & Address)_____

Witness 1: _____
(Name & Address)_____

Witness 2: _____
(Name & Address)_____

Witness 2: _____
(Name & Address)_____

DEED OF INDEMNITY
(To be executed on stamp paper of requisite value)

This Deed of Indemnity is executed at -----(at place of execution where indemnity is signed) on the _____ day of _____ 2026 by (hereinafter referred to as “the Obligor” which expression shall unless it be repugnant to the context, subject or meaning thereof, shall be deemed to mean and include successors and permitted assigns);

IN FAVOUR OF PUNJAB & SIND BANK, a body Corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act of 1980 having its Head Office at 21, Rajendra Place, New Delhi - 110008 (hereinafter referred to as “Punjab & Sind Bank” which expression shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include its successors and assigns)

WHEREAS Punjab & Sind Bank vide its enquiry [-----] dated [-----] had invited Bids from the eligible ESM CORPORATIONS for outsourcing of security services in Punjab & Sind Bank, ZO_____.

WHEREAS

1. The Obligor has
 - (a) Offered to Punjab & Sind Bank the service(s) as stated under Scope of Work of Tender
 - (b) Represented and warranted that it has all permissions, consents, approvals and license from all authorities, both regulatory / statutory and non-regulatory, for executing the services as stated in the Contract dated...../Tender
 - (c) Represented and warranted that the aforesaid services offered to Punjab & Sind Bank do not violate any provisions of the applicable laws, regulations or guidelines. In case there is any violation of any law, rules or regulation, which is capable of being remedied the same will be got remedied immediately during the implementation, maintenance and contract period to the satisfaction of Punjab & Sind Bank;
 - (d) Represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such Contract with Punjab & Sind Bank;
2. Punjab & Sind Bank, relying and based on the aforesaid representations and warranties of the Obligor, has agreed to avail the services from the Obligor on the terms and conditions contained in its Contract dated (the Contract) with the Obligor;
3. One of the conditions of the aforesaid Contract/Tender is that the Obligor is required to furnish an indemnity in favour of Punjab & Sind Bank indemnifying the latter against any loss, damages or claims arising out of any violations of the applicable laws, regulations, guidelines during the execution and rendering/delivery of service(s) to Punjab & Sind Bank and/or due to breach of terms and conditions of the Contract by the Obligor and/or on account of misconduct, omission or negligence or otherwise by the Obligor.
4. In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of Punjab & Sind Bank as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER: -

The words and expressions not specifically defined shall have the same meanings as are respectively assigned to them in the Tender/the Contract. In consideration of Punjab & Sind Bank having agreed to award the Contract to the Obligor, the Obligor hereby unconditionally, absolutely and irrevocably agree and undertake that: -

1. The Obligor shall, at all times hereinafter, save and keep harmless and indemnified Punjab & Sind Bank, including its respective directors, officers, employees, agents and representatives and keep them indemnified from and against any claim, costs, charges, damages, demand, losses, liabilities or expenses of any nature and kind whatsoever and by

whomsoever made in respect of the Contract and any loss or damage caused from and against all suits and other actions that may be instituted taken or preferred against Punjab & Sind Bank by whomsoever and all losses, damages, costs, charges and expenses that Punjab & Sind Bank may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws and also from the environmental damages, if any, which may occur or result from the terms of the Contract.

2. The Obligor further agrees and undertakes that the Obligor shall, ensure that all the permissions, authorizations, consents and licenses are obtained and renewed from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, rules, regulations, guidelines, orders framed or issued by any appropriate authorities.

3. If any additional approval, consent or permission is required by the Obligor to execute and perform the Contract during the currency of the Contract, it shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.

4. The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Contract or other agreement, or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in circumstance whatsoever indemnifier or Obligor or any other which might otherwise constitute a discharge or defence of an indemnifier.

5. The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it or to Punjab & Sind Bank).

6. This deed of indemnity shall survive the Contract.

7. Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the Contract and/or as stated above.

8. This indemnity and other non-contractual obligations arising out of this indemnity, shall be governed by and construed in accordance with, the laws of India. The Obligor irrevocably and unconditionally agrees that any legal action, suit or proceedings arising out of or relating to this indemnity may be brought in the Courts/Tribunals at Delhi. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.

9. Punjab & Sind Bank may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of Punjab & Sind Bank.

IN WITNESS WHEREOF the Obligor has signed these presents on the day, month and year first above written.

Signed, sealed and delivered by the said service provider, to

(Name of the Bank)

Witness:

- 1.
- 2.