



**Punjab & Sind Bank, Head Office Security Department, New Delhi,
Invites**

E-TENDER / RFP from eligible OEMs, OEM-authorized dealers, and OEM-authorized vendors for the supply, installation, testing, commissioning (SITC), and Comprehensive Annual Maintenance Contract (CAMC) of Smart Swing Barrier Gates with Integrated Access Control System and Customised Time-Attendance Software at Punjab & Sind Bank, Head Office, 21, Rajendra Place, New Delhi – 110008

E-TENDER/RFP REFERENCE NO: - HOSD/SITC/ACCESS-CONTROL/HO-RP/2025-26/1

Date of issue of E-TENDER/RFP	11.02.2026
Bid Submission Start Date	12.02.2026 after 11:00 AM
Bid Submission End Date	06.03.2026 up to 03:00 PM
Pre- Bid Meeting Date	16.02.2026 at 11.00 AM (Head Office, Rajendra Place)
Site Visit	16.02.2026 to 18.02.2026 from 11:00 Hrs. to 15:00 Hrs
Technical bid opening date	06.03.2026 at 03:30 PM
Financial Bid Opening date	Will be informed subsequently to technically qualified bidders.
Validity of bid	90 Days

**ASST. GENERAL MANAGER (SECURITY)
PUNJAB & SIND BANK
HEAD OFFICE SECURITY DEPARTMENT
AT PUNJAB & SIND BANK,
21, RAJENDRA PLACE NEW DELHI – 110008**

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 therefor. This RFP is prepared by Punjab and Sind Bank for supply, installation, testing, commissioning (sitc) and comprehensive annual maintenance contract (camc) of Swing barrier gates with integrated access control system and customised time attendance software at punjab & sind bank, 21, rajendra place new delhi – 110008. 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 RFP 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.

PUNJAB & SIND BANK

TENDER/RFP NOTICE

E-TENDER / RFP IS INVITED FROM ELIGIBLE OEMS, OEM-AUTHORISED DEALERS, AND OEM-AUTHORISED VENDORS FOR THE SUPPLY, INSTALLATION, TESTING, COMMISSIONING (SITC), AND COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) OF SMART SWING BARRIER GATES WITH INTEGRATED ACCESS CONTROL SYSTEM AND CUSTOMISED TIME-ATTENDANCE SOFTWARE AT PUNJAB & SIND BANK, HEAD OFFICE SECURITY DEPARTMENT, 21, RAJENDRA PLACE, NEW DELHI – 110008

START DATE: 12.02.2026

CLOSE DATE: 06.03.2026

Punjab & Sind Bank, Head Office Security Department, New Delhi, invites e-TENDER / RFP from eligible OEMs, OEM-authorized dealers, and OEM-authorized vendors for the supply, installation, testing, commissioning (SITC), and Comprehensive Annual Maintenance Contract (CAMC) of Smart Swing Barrier Gates with Integrated Access Control System and customised Time-Attendance Software at Punjab & Sind Bank, Head Office Security Department, 21, Rajendra Place, New Delhi – 110008.”

Considering that the proposed system constitutes mission-critical security infrastructure, the successful bidder shall be required to ensure adequate local service support capability within Delhi NCR to provide prompt on-site response and uninterrupted system operations.

“The TENDER / RFP shall be conducted under a two-bid system, comprising:

- (i) Technical Bid (Annexure-I), and
- (ii) Commercial Bid (Annexure-II(A) & Annexure-II(B)).

Bidders are required to submit both the Technical Bid and Commercial Bid electronically through the Bank’s e-procurement portal at <https://psb.eproc.in>.”

Information for online participation

This TENDER/RFP will follow E-TENDER/RFP process which will be conducted by bank’s authorized E-TENDER/RFP services provider M/s C1 India Pvt. Ltd. through website: <https://psb.eproc.in>

Instructions:

Bidders who wish to participate will have to register with the website. (<https://psb.eproc.in>). Bidders will be required to create login id & password on their own in registration process. Bidder who wish to participate in this TENDER/RFP need to procure Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency. Bidders can view the list of licensed CA.s from www.cca.gov.in. In case of any clarification/ queries regarding online registration/ participation, Bidders may reach out to: Email: psbsupport@c1india.com

Ph.: 0124-4302033/36/37.

It is suggested that the prospective Bidders shall monitor the <https://psb.eproc.in> website constantly for any changes / updates.

Place: New Delhi

Chief Security Officer (AGM)

INTRODUCTION

Punjab & Sind Bank invites bids through Open E-Tender for procurement, SITC and 5-Year CAMC of an Automated Flap/Swing Barrier Access Control System with AI-Based Face Recognition at Head Office, Rajendra Place, New Delhi. The project shall be executed on a turnkey basis through a single vendor responsible for end-to-end delivery and long-term maintenance.

NOTICE INVITING TENDER/RFP

Punjab & Sind Bank, Head Office Security Department, New Delhi, invites e-TENDER / RFP from eligible OEMs, OEM-authorized dealers, and OEM-authorized vendors for the supply, installation, testing, commissioning (SITC), and Comprehensive Annual Maintenance Contract (CAMC) of Smart Swing Barrier Gates with Integrated Access Control System and customized Time-Attendance Software at Punjab & Sind Bank, Head Office Security Department, 21, Rajendra Place, New Delhi – 110008.”

Considering that the proposed system constitutes mission-critical security infrastructure, the successful bidder shall be required to ensure adequate local service support capability within Delhi NCR to provide prompt on-site response and uninterrupted system operations.

The details of the TENDER/RFP are given below:

S.No	Information / Item	Details
1	RFP Reference Number	HOSD/SITC/ACCESS-CONTROL/HO-RP/2025-26/1
2	Date of RFP Issue	11.02.2026
3	Project Name	SITC and CAMC of Smart Swing Barrier Gates with Integrated Access Control & Customised Time-Attendance Software
4	Location of Work	Punjab & Sind Bank, Head Office, 21, Rajendra Place, New Delhi - 110008
5	Earnest Money Deposit (EMD)	₹50,000/- (Exempt for MSME/NSIC/Start-ups with valid proof)
6	RFP Fee / Cost	NIL
7	Performance Bank Guarantee	5% of the total accepted Contract Value
8	Total Contract Period	72 Months (12 Months Warranty + 60 Months CAMC)
9	Bid Validity	90 Days from the date of Technical Bid Opening
10	Pre-Bid Meeting	16.02.2026 at 11:00 AM at HO Security Dept (1st Floor) 21, Rajendra Place new Delhi – 110008
11	Site Visit	16.02.2026 to 18.02.2026 (11:00 AM to 03:00 PM)(except public Holidays) at Punjab & Sind Bank, Head Office Security Department, Punjab & Sind Bank, First Floor ,21, Rajendra Place new Delhi – 110008

12	Bid Submission Deadline	06.03.2026 up to 03:00 PM
13	Technical Bid Opening	06.03.2026 at 03:30 PM via E-Procurement Portal
14	L1 Selection Basis	Total Cost of Ownership (TCO) = [SITC Price + Total 5 Year CAMC]
15	E-Procurement Portal	https://psb.eproc.in
16	Eligibility (Local Presence)	The bidder must have a registered office in Delhi NCR to ensure timely support and service
17	Eligibility (Experience)	Min. 3 years in SITC of similar Access Control Systems
18	OEM Criteria	OEM Brand must be established in India for min. 5 years
19	OEM Back-End Support (for Non-OEM Bidders)	OEM Undertaking confirming: <ul style="list-style-type: none"> • Availability of critical spares in India • Technical & escalation support during Warranty & CAMC
20	Local Support Capability in Delhi NCR (Critical Infrastructure)	Any ONE of the following: <p>A. Own Service Presence in Delhi NCR</p> <ul style="list-style-type: none"> • GST Registration OR Shop & Establishment / Gumasta <p>OR</p> <ul style="list-style-type: none"> • Valid Lease/Rent Agreement (min. 1 year) + Utility Bill OR <p>B. Authorized Local Service Arrangement</p> <ul style="list-style-type: none"> • Service Support Agreement / MoU with Delhi NCR-based partner • OEM Authorization Letter confirming partner's role
21	Quality Certifications	BIS Certificates, wherever applicable , and ISO 9001:2015 / ISO 14001:2015 wherever applicable
22	Payment Terms	Paid against successful SITC, No Advance Payment
23	Mobilization Period	07 Days from the date of Work Order
24	Completion Timeline	30 Days from the date of commencement of work
25	User Registration	Face, Figure, Cards will be registered in Access control system by L1 bidder only (Registration of cards with employees name and PF number for records)
26	SLA & Compliance Acknowledgement	Signed SLA Acceptance Letter confirming: <ul style="list-style-type: none"> • 4-hour response time • Uptime requirements • Penalties for non-compliance • Termination rights of the Bank
27	Contact Person	Mr. Gaurav Singh Senior Manager (7906956526) Mr. Chandra Kishore Pal, Manager (8319493516)
28	Department Email	ho.security@psb.co.in

Section-01
General Information

Punjab & Sind Bank, Head Office Security Department, New Delhi, invites e-TENDER / RFP from eligible OEMs, OEM-authorized dealers, and OEM-authorized vendors for the supply, installation, testing, commissioning (SITC), and Comprehensive Annual Maintenance Contract (CAMC) of Smart Swing Barrier Gates with Integrated Access Control System and customized Time-Attendance Software at Punjab & Sind Bank, Head Office Security Department, 21, Rajendra Place, New Delhi – 110008.”

Considering that the proposed system constitutes mission-critical security infrastructure, the successful bidder shall be required to ensure adequate local service support capability within Delhi NCR to provide prompt on-site response and uninterrupted system operations.

Site and its Location :- The proposed work is to be carried out at at Punjab & Sind bank Head office security department at Punjab & Sind bank, 21, Rajendra Place New Delhi – 110008.

- Complete set of TENDER/RFP documents can be downloaded from <https://psb.eproc.in> or CPPP Portal.
- The TENDER/RFP documents are not transferable.

Site Visit :-The TENDER/RFP must visit site himself on his own responsibility and his own expenses all information and data which may be required for the purpose of filling this TENDER/RFP document and enter into a contract for the satisfactory performance of the work. The TENDERER is requested satisfy himself regarding the availability of water, power, transport and communication facilities, the character quality and quantity of the materials, labour, the law and order situation, climatic conditions, liaison requirements with local authorities/ authorities maintaining the campus, security agencies guarding the campus, traffic regulations in and around the site etc; The TENDER/RFP will be fully responsible for considering the financial effect of any or all the factors while submitting his TENDER/RFP. Bidder can visit site from **16.02.2026 to 18.02.2026, from 11:00 Hrs. to 15:00 Hrs.** (except public Holidays) Certificate of Site Visit should be uploaded with TENDER/RFP documents.

1.1 The Bank may reject any or all/ incomplete applications, even though the firms primarily satisfy the Pre-qualification criteria. The Bank reserves the right to cancel the TENDER/RFP process without giving any reasons at any stage. The bank’s decision in this regard shall be final and binding on all concerned.

1.2 The Bid prepared by the Applicant/Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Applicant/Bidder and the Bank and supporting documents and printed literature shall be submitted in English.

1.3 By responding to the Bank’s TENDER/RFP Document, the Applicant/Bidders will be deemed to have accepted the terms as stated in this TENDER/RFP Document.

1.4 The participating Bidders shall bear all costs associated with or relating to preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Bank or any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or expenses incurred by Bidder regardless of the conduct or outcome of the bidding process.

1.5 Willful misrepresentation of any fact within the Bid will lead to the cancellation of the

contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of the Bank. The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

1.6 The Bank reserves the right to verify any or all of the statements made by the Bidder in the Bid document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity/capabilities to perform the job.

1.7 In case the date of opening/ closing of Bids is declared a holiday in New Delhi, the bids will be opened/closed on the next working day at the same time.

1.8 **Errors and Omissions:** Each bidder shall notify the Bank of any error, omission, or discrepancy, if any, found in this Bid Document. Bank may issue corrigenda for clarification, which will be notified on the e-procurement portal. Bidders are advised to check for updates regularly.

1.9 **Acceptance of Terms:** The bidders will, by responding to the Bank's Bid document, be deemed to have accepted the terms as stated in this Bid document.

Section-2

EARNEST MONEY DEPOSIT AND SECURITY DEPOSIT

2.1 Rs. 50,000/- (Rupees Fifty Thousand) crossed Bank draft / Banker's Cheque draw in favour of Punjab & Sind Bank payable at Delhi before last date of submission of TENDER/RFP and a photocopy should be uploaded on E-procurement portal.

(All MSEs having registration as per provisions of the Public Procurement Policy for Micro and Small Enterprises i.e. District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME and Start-ups (recognized by DIPP) are exempted from submission of TENDER/RFP Fee and Bid security declaration as applicable. Relevant certificates should be submitted by the bidder in this regard to avail exemption.)

2.2 Security Deposit amount of 5 % of the accepted value of contract will be submitted to the bank by the selected vendors within 07 days of work order, by way of Bank Guarantee from any Scheduled As per NIT amount. Alternatively, STDR/ BG/ DD in favor of Asst. General Manager (Security), Punjab & Sind Bank ,Head Office New Delhi, payable at Delhi. The performance security Deposit shall be convert as Security Deposit till CAMC period, and will be discharged by the Bank after completion of the supplier's performance obligations including any warranty obligations under the contract.

2.3 MSEs as defined in MSE Procurement Policy issued by GOI are exempted from clause of EMD subject to providing copies of such Valid Registration Certificates. However, Successful Bidders must remit the Security Deposit.

2.4 The EMD receipt or Registration Certificate as MSME should form part of the Technical Bid Document submitted by the Applicant/Bidder. Failure to comply with this condition shall result in summarily rejection of the Bid.

2.5 The EMD shall be forfeited if the Applicant/Bidder withdraws the offer during the period of validity of the bid. The Bank's decision in the above cases will be final.

2.6 No interest shall be paid on the EMD to the Applicant/Bidder/ Vendor. EMD of unsuccessful Applicant/Bidders will be refunded on completion of the TENDER/RFP process, without any interest

thereon. The EMD of the successful Bidder shall be retained as Security Deposit and payable at the end of the Contract Period, subject to the terms and conditions of the contract.

SECTION-3

3.1 SCOPE OF WORK

The Scope of Work shall include Supply, Installation, Testing, and Commissioning (SITC) of Smart Swing Barrier Gates with integrated Face Readers, Smart Card Readers, and Customised Time-Attendance Software, along with a Comprehensive Annual Maintenance Contract (CAMC) for 60 months following a 12-month warranty period, at Punjab & Sind Bank, Head Office Security Department, 21, Rajendra Place, New Delhi – 110008. The work includes delivery, unloading, installation, cabling, commissioning, software optimization/customization, and providing warranty and post-warranty services. Service Level Agreements (SLA) for response times during CAMC will be defined in service level agreement (SLAs) for comprehensive annual maintenance contract (CAMC).

3.2 Allotment of Work

Acceptance of the full scope of work is mandatory. The Bank reserves the right to reject any bid based on non-compliance with eligibility criteria, technical specifications, or incomplete submission, and such rejection will be communicated in writing to the bidder. The Bank does not bind itself to accept the lowest quote.

3.3 Single Vendor Award

The entire project shall be awarded to a single vendor to ensure seamless integration, uniformity of system components, and efficient coordination, thereby ensuring optimal performance and functionality of the access control solution. This approach is necessary due to the mission-critical nature of the Bank's security infrastructure.

3.4 Work Requirement

The Vendor shall furnish all labor, materials, equipment, and appliances necessary to install and commission the system **as per technical specifications in Annexure-I and schedule of quantities in Annexure-II(A) & II(B)**. All equipment and materials shall comply with **relevant BIS / ISO standards**, wherever applicable.

3.6 Completion Period

The work shall be completed within **30 days from the date of handing over of the site**. Time is of the essence. The **CAMC period will commence post-warranty** and will be governed by separate

service level agreements. Delays beyond this period shall attract Liquidated Damages as per Clause 3.8.

3.7 Validity of Tender

The bid shall remain valid for **90 days from the date of opening of the price bid**. Withdrawal or modification of the bid during this period without Bank consent will lead to **forfeiture of the EMD / Security Deposit** in accordance with Clause 2.

3.8 Liquidated Damages

Liquidated Damages shall be **0.5% of the accepted contract value per week of delay**, subject to a **maximum of 10% of the accepted contract value**. LD calculation shall commence **from the first day after the stipulated 30-day completion period**.

3.9 Sub-contracting

No sub-contracting of any part of the services by the Vendor shall be allowed without **prior written approval of the Bank**.

3.10 Indemnity

The Vendor shall indemnify and hold the Bank harmless **against all direct losses, claims, damages, and expenses arising from infringement of intellectual property rights or non-compliance with applicable laws, statutes, and regulations**. This indemnity excludes indirect, consequential, or incidental damages. The Vendor shall defend any third-party claims at its own cost and ensure compliance with the **IT Act, Copyright Act, and all applicable statutory requirements**.

3.11 Publicity

The Vendor shall not publicize or associate the Bank's name with the project **without prior written approval from the Bank**.

3.12 Audit / Confidentiality

The Bank reserves the right to conduct audits or concurrent audits of services. The Vendor shall **maintain confidentiality of all proprietary information and records** and shall retain all documents for a **minimum of five years post-contract**, in compliance with IT Act 2000 and applicable regulations. Disclosure shall only be made to authorized personnel for performance of contract obligations.

3.13 Ownership and Retention of Documents

All documents prepared by the Vendor for the Bank shall be the **property of the Bank**. Upon expiry or termination of the contract, the Vendor shall **return all documents within 15 days**. The Vendor shall not copy, distribute, or retain any documents without **prior written consent of the Bank**.

3.14 Contingency / Continuity

The Vendor shall ensure **proper contingency and continuity arrangements** to maintain uninterrupted service/CAMC. In case of failure, the Vendor shall be liable to pay **Rs. 500 per day**, recoverable from Security Deposit or invoices, with cumulative liability not exceeding the Security Deposit amount. The Vendor shall provide reasonable assistance to any new vendor during transition periods at **no additional cost**.

3.15 Conflict of Interest & Compliance

The Vendor shall **disclose any actual or potential conflicts of interest** immediately upon becoming aware. The Vendor shall submit a **self-declaration confirming compliance with all applicable laws, IT Act, RBI guidelines, and statutory obligations**. Non-compliance will attract indemnity as per Clause 3.10.

3.16 Rate & Prices

The Bidder shall quote rates **both in words and figures** for each item. In case of discrepancies, the **rate in words shall prevail**. All rates must include applicable **taxes, duties, and levies**. Unit rates shall govern over total amount calculations. The Vendor shall comply with all **applicable labour laws** and submit statutory returns as required. All pages of the bid document shall be **signed by an authorized person**.

SECTION -4

ELIGIBILITY CRITERIA (PRE-QUALIFICATION)

Punjab & Sind Bank, Head Office Security Department, New Delhi, invites E-TENDER/RFP from eligible bidders including OEMs, OEM-authorized dealers, and OEM-authorized vendors for the supply, installation, testing, commissioning (SITC), and Comprehensive Annual Maintenance Contract (CAMC) of Smart Swing Barrier Gates with Integrated Access Control System and customised Time-Attendance Software at Punjab & Sind Bank, Head Office, 21, Rajendra Place, New Delhi – 110008.

The proposed system forms part of the Bank's critical physical security infrastructure. Accordingly, bidders are required to demonstrate adequate technical capability, financial capacity, OEM support,

and local service response capability to ensure uninterrupted operations and immediate rectification of failures.

Bidders meeting the following eligibility criteria and submitting the prescribed supporting documents shall be eligible to participate. Non-submission of mandatory documents may render the bid liable for rejection.

Sr. No.	Eligibility Requirement	Supporting Documents to be Submitted	Remark (Yes/No)
1	Business Experience: Minimum 3 years in business as on 24.02.2026	Self-attested copy of Certificate of Incorporation / Partnership Deed	
2	Project Experience: Execution of similar works in Govt./PSU/Banks/Corporate Offices during last 3 years	(i) Self-attested Work Orders(ii) Completion Certificates(iii) Satisfactory Performance Certificates	
3	Financial Capacity: Average Annual Turnover of ₹12 Lakhs (FY 2022-23 to 2024-25)	CA-certified Audited Balance Sheets & ITRs for last 3 years	
4	Specific Work Value: One project ₹30L OR Two projects ₹20L each OR Three projects ₹16L each	Work Orders & Completion Certificates clearly indicating project value (excluding GST)	
5	Statutory Compliance	Copy of PAN Card & GST Registration Certificate	
6	OEM Status	OEM Proof / Manufacturer's Authorisation Form (MAF), as applicable	
7	OEM Presence in India	OEM GST Registration Certificate (India)	
8	OEM Brand Experience: OEM Brand must have minimum 5 years presence in India	Brand Registration / Trademark / Certificate of Incorporation	
9	OEM Financial Soundness	CA Certificate / Audited Financials showing positive net worth for last 3 years	
10	Long-Term Maintenance Support (CAMC)	Back-to-back OEM agreement / Undertaking confirming spares & support for 5 years	
11	Manufacturer Authorization	Valid Manufacturer's Authorisation Form (MAF) (Original / Digitally signed)	

12	Quality & Standards Compliance	BIS Certificates, wherever applicable , and ISO 9001:2015 / ISO 14001:2015 wherever applicable	
13	Local Support Capability in Delhi NCR (Critical Infrastructure)	A. Own Service Presence in Delhi NCR <ul style="list-style-type: none"> • GST Registration OR Shop & Establishment / Gumasta OR <ul style="list-style-type: none"> • Valid Lease/Rent Agreement (min. 1 year) + Utility Bill OR B. Authorized Local Service Arrangement <ul style="list-style-type: none"> • Service Support Agreement / MoU with Delhi NCR-based partner OR <ul style="list-style-type: none"> • OEM Authorization Letter confirming partner's role 	
14	Emergency Response SLA (\leq 4 Hours)	Self-Declaration on bidder's letterhead confirming: <ul style="list-style-type: none"> • Availability of trained engineers in Delhi NCR • On-site response within 4 hours • Acceptance of SLA, penalties & contract conditions 	
15	Availability of Technical Manpower	List of service engineers deployed in Delhi NCR with: <ul style="list-style-type: none"> • Name • Qualification / OEM Training Certificate • Mobile No. • Location 	
16	OEM Back-End Support (for Non-OEM Bidders)	OEM Undertaking confirming: <ul style="list-style-type: none"> • Availability of critical spares in India • Technical & escalation support during Warranty & CAMC 	
17	SLA & Compliance Acknowledgement	Signed SLA Acceptance Letter confirming: <ul style="list-style-type: none"> • 4-hour response time • Uptime requirements • Penalties for non-compliance • Termination rights of the Bank 	
18	Bid Security & Financial Assurance	(i) EMD ₹50,000/- as per RFP (ii) Solvency Certificate may be sought from L1 bidder before award , if required	

Note :-The Bank reserves the right to physically verify the service support facility, service partner arrangement, or availability of service engineers in Delhi NCR at any stage before or after award of contract.

SECTION-05

CLARIFICATION/ AMENDMENT OF BIDDING DOCUMENT

5.1 Applicant/Bidder requiring any clarification may notify the Bank in writing by letter or e-mail indicated before pre-bid meeting date or seek the same during Pre-bid meeting.

5.2 At any time prior to the last date for submission of Bids, the Bank, on its own, or in response to clarification sought by an Applicant/Bidder, may modify part of TENDER/RFP, by amendment which shall be published on the E-Procurement Portal as corrigendum/addendum that will be binding on the Applicant/Bidders. No individual clarification will be sent.

5.3 The Bank, at its discretion, for any reason whatsoever, may extend the deadline for submission of bids as deemed fit which is binding on all the Applicant/Bidders.

5.4 Applicant/Bidders must take into consideration such clarifications/ amendments before submitting the bid. The bank will not take responsibility for any omissions.

SECTION-06 **BID PRICES**

6.1 Currency and Inclusivity Prices must be quoted in Indian Rupees (INR) as applicable. The quoted price shall be all-inclusive, covering the cost of equipment, transportation, insurance, installation, commissioning, and any other incidental charges required to complete the SITC and CAMC as per the scope of work.

6.2 Itemized Pricing Structure In compliance with statutory requirements, the Bidder must provide a clear break-up of the costs in the Financial Bid (Commercial Annexure). The following must be mentioned separately for each line item:

- Basic Unit Price: (Excluding taxes).
- GST Component: (Applicable percentage and absolute value).
- Other Levies/Duties: (If any).
- Total Price: (Inclusive of all taxes).

6.3 Fixed Price Period (GFR Rule 174) Prices quoted by the Bidder shall be Fixed and Firm for the entire duration of the contract.

- Validity: The Bid shall remain valid for a minimum period of 90 days from the date of opening of the Financial Bid.
- Non-Adjustable: A Bid submitted with an adjustable price quotation or subject to any escalation (due to exchange rate fluctuations, raw material costs, etc.) will be treated as non-responsive and shall be summarily rejected.

6.4 Statutory Variations While the basic price is fixed, any statutory increase or decrease in GST or other Govt. duties/taxes enacted by the Government of India after the date of bid submission

but before the contractual completion date shall be adjusted by the Bank on actuals (supported by documentary evidence).

SECTION-07

DOCUMENTS ESTABLISHING APPLICANT/BIDDER'S ELIGIBILITY & QUALIFICATIONS

7.1 Documentary evidence to prove Applicant/Bidder's qualification to bid shall be established to Bank's satisfaction for availability of adequate support services and Applicant/Bidder will assume total responsibility for fault-free operation & maintenance till contract period. Applicant/Bidder to provide maintenance services for up to next five (05) years under CAMC, post warranty.

SECTION-08

DOCUMENTS ESTABLISHING ELIGIBILITY OF PRODUCTS & CONFIRMITY TO BID

8.1 The Applicant/Bidder shall submit point by point compliance to the technical specifications. Any deviations from specifications should be clearly brought up by the Applicant/Bidder with adequate explanation.

8.2 The Applicant/Bidder should quote for entire package on a single responsibility basis for hardware/ software/ services it proposes to supply/ provide.

8.3 Item-wise price breakup to be submitted and price should NOT be quoted above MRP; else will result in rejection of the bid and the next lowest vendor will be considered.

SECTION-09

VALIDITY PERIOD OF BIDS

9.1 Bids shall remain valid for a period of 90 days from the date of opening. A Bid with shorter validity period may be rejected by the Bank as non-responsive.

9.2 In exceptional circumstances, the Bank may solicit the Applicant/Bidder's consent to an extension of the period of validity. EMD provided shall also be suitably extended. An Applicant/Bidder may refuse the request without forfeiting its EMD.

9.3 The Bank reserves the right to call for fresh quotes any time during the validity period of the bid, if considered necessary.

SECTION-10

TECHNICAL BID

10.1 Preliminary Examination (GFR Rule 173 - ii & iii) Bids that do not fulfill the mandatory eligibility criteria or do not conform to the terms and conditions of this RFP will be treated as non-

responsive and will not be taken up for further evaluation. As applicable those Bidders who are found to be in full conformity with the eligibility criteria during the preliminary screening will be qualified for the Technical Evaluation stage.

10.2 Verification of Documents: The Bank reserves the right to verify the originals of all self-attested documents submitted by the Bidder. If any discrepancy or forgery is found between the uploaded scanned copies and the originals, the Bid liable to be rejected, and the Bidder may be blacklisted from future procurement.

10.3 Clarification of Bids (GFR Rule 173 - iv) : During the evaluation of Bids, the Bank may, at its discretion, ask the Bidder for a clarification of its Bid in writing.

- **No Price Change:** The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered, or permitted.
- **Bidder Initiative:** No post-bid clarification at the initiative of the Bidder will be entertained. Any attempt by a Bidder to influence the Bank's bid evaluation, bid comparison, or contract award decisions may result in the rejection of their Bid.

10.4 Technical Evaluation (Annexure-I) The Technical Bid will be evaluated based on the specifications and criteria provided in Annexure-I.

- **Site Visit & Demo:** As part of the technical evaluation, the Bank may require a demonstration of the proposed Access Control System or a visit to a site where the Bidder has successfully installed a similar system.
- **Compliance:** Bidders meeting all mandatory technical specifications shall be considered technically qualified.

10.5 Commercial Evaluation and L1 Determination : The Financial Bids of as applicable the technically qualified Bidders will be opened. As per GFR guidelines, the L1 (Lowest Bidder) will be determined based on the Total Cost of Ownership (TCO) for the full 72 Months (12 Months Warranty + 60 Months CAMC).

SECTION-11

COMMERCIAL BIDS

11.1 Opening of Financial Bids The Financial Bids of as applicable those Bidders who have been found technically qualified after evaluation of their Technical Bids (Annexure-I) will be opened. The L1 Bidder will be selected based on the lowest Total Cost of Ownership (TCO) as per the criteria defined in the RFP.

11.2 Rectification of Arithmetic Errors (GFR Rule 173-iv) During the evaluation of the Financial Bids, the Bank will rectify arithmetic errors on the following basis:

1. **Unit Price vs. Total:** If there is a discrepancy between the unit price and the total price (obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction, the Bid will be rejected.
2. **Figures vs. Words:** If there is a discrepancy between the unit price quoted in figures and in words, the amount in words shall prevail.
3. **Total Calculation:** If the Bidder has not calculated the total price or if the total does not correspond to the unit price, the price quoted in words shall be taken as the correct value for evaluation.

11.3 Minor Infirmities the Bank may waive any minor infirmity, non-conformity, or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any other Bidders.

11.4 Incomplete Quotes & Notional Pricing Bidders must quote for the complete solution (All line items in SITC and CAMC).

- If a price is missing for an item, the highest price quoted for that item among other qualified Bidders will be used for evaluation (TCO calculation).
- If the Bidder is eventually awarded the contract, the lowest price quoted for that item by other Bidders will be paid.
- The Bank reserves the right to reject any Bid as incomplete if critical components are not quoted.

11.5 Scope of Commercial Bid The Commercial Bid must be all-inclusive, covering the complete cost of the project including supply, implementation, testing, commissioning, labor, transportation, insurance, and taxes.

11.6 Rejection of Abnormally Low Bids (GFR Rule 173-i) The Bank reserves the right to reject unexpectedly low commercial bids (predatory pricing) if the Bank determines that the Bidder will be unable to maintain the quality of service. In such cases, the Bank may debar the Bidder from participating in future RFP processes.

11.7 Bank may seek **price justification** before rejection.

11.8 For Commercial Bid refer Annexure-II (A) & Annexure- II(B)

SECTION -12 **SELECTION OF THE VENDOR**

12.1 After opening the commercial bids Applicant/Bidder who secures L1 position would be selected. Until a formal contract is prepared and executed, this offer, along with Bank's written acceptance thereof and the Bank's notification of award, shall constitute a binding contract between the Bank and the successful Applicant/Bidder.

12.2 After securing the L1 position, the Vendor must submit their consent in writing for working with bank as per the Terms and Conditions of this TENDER/RFP on their company letter head, sealed and signed by the authorized person.

12.3 Vendor selected must have to open an account with the Bank in which all transactions with Bank will be routed. Vendors not having an account are required to be open the same within 07 days from awarding of work order, failing which, bills will be withheld.

SECTION -13

13.1 Contract Tenure, Warranty & CAMC Period

The total contract duration shall be **seventy-two (72) months**, comprising **twelve (12) months comprehensive on-site warranty** from the date of successful commissioning and acceptance of the system by the Bank, followed by **sixty (60) months Comprehensive Annual Maintenance Contract (CAMC)**. The CAMC shall be continued on the same terms and conditions for the entire CAMC period, subject to **satisfactory performance of the Vendor, continued requirement of the services, and mutual acceptance by the**

Vendor. The Bank also reserves the right to extend the CAMC for a **shorter period, up to three (3) months**, if required, on the same terms and conditions.

SECTION -14 **INSTRUCTIONS TO BIDDERS (ITB)**

14.1 General Instructions

- I. Scope of Bid: The bidder is required to Supply, Install, Test, and Commission (SITC) a 4-Lane Integrated Access Control System at Head Office, Rajendra Place, and provide comprehensive maintenance for a total period of 72 Months (12 Months Warranty + 60 Months CAMC).
- II. Single Responsibility: The successful bidder shall be the single point of contact for hardware, software, and mechanical maintenance. Sub-contracting the CAMC to a third party is strictly prohibited.

14.2 Pricing & Financial Bid Structure

- I. Consolidated Bidding: Bidders must quote for all items in the Price Schedule. Incomplete bids (e.g., quoting for hardware but not CAMC) will be summarily rejected.
- II. L1 Determination (Evaluation Criteria): As per GFR guidelines, the Lowest Bidder (L1) will be decided based on the Total Cost of Ownership (TCO), calculated as:
 - a. $TCO = [Total\ Cost\ of\ SITC\ (including\ 1yr\ Warranty)] + [Total\ Cost\ of\ 5\ Years\ CAMC]$
- III. Fixed Pricing: The rates quoted for CAMC from Year 2 to Year 6 must be firm and not subject to any escalation (inflation) during the entire contract period.

14.3 Warranty & CAMC Obligations

- I. Comprehensive Nature: Both Warranty and CAMC are "Comprehensive," including the cost of all spare parts, sensors, motors, PCBs, biometric/face terminals, batteries for UPS, software updates, and labor.
- II. Preventive Maintenance (PM): The bidder must conduct at least one Preventive Maintenance visit every quarter (4 times a year). A PM report signed by the Bank's Security Officer must be submitted for payment processing.
- III. Response Time: For critical failures (Lane Blocked), the response time must be within 4 hours. Failure to resolve issues within 24 hours will attract a penalty as defined in the SLA section.

14.4 Performance Security (PBG)

- I. Initial PBG: The successful bidder must submit a Performance Bank Guarantee (PBG) of 5% of the total SITC value, valid for the 1-year warranty period plus a claim period of 3 months.
- II. CAMC PBG: Upon expiry of the warranty, a fresh PBG equivalent to 5% of the total CAMC value must be submitted annually or as a single block to ensure service continuity until the end of the 6th year.

14.5 Site Visit

- I. Site Inspection: Bidders are advised to visit the Rajendra Place Head Office to understand the floor layout, cabling requirements, and integration with the existing Fire Alarm Panel. No cost escalation will be entertained due to site conditions post-award.

14.5 Summary for bidders

Requirement	Description
Total Project Duration	72 Months (12 Months Warranty + 60 Months CAMC)
L1 Selection Basis	TCO (SITC Price + Total 5-Year CAMC Price)
Payment for CAMC	Quarterly payment after submission of PM reports
Service Scope	Full Parts + Labor + Software + UPS Batteries
Attendance	Pre-Bid Meeting & Site Visit
Certifications	OEM Authorization (MAF)

Special Conditions of Contract

Note for Bidders: Following Special Conditions of Contract (SCC) shall apply for this procurement/CAMC. 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.

(a) **Preventive Maintenance Service**: The service provider will provide a quarterly Maintenance Service visits during the currency of contract to the PSB Head Office to carry out functional checkups and minor adjustments/ tuning as may be required.

(b) **Breakdown maintenance Service**: In case of any breakdown of the equipment/system, on receiving a call/email from the Buyer, the Seller is to provide maintenance service to make the equipment/system serviceable within 4 hours, if there is no replacement of any part. In case on preliminary inspection, it is observed that part of the system/equipment has gone defective and require replacement, the service provider shall replace the defective part within 48 hours of lodging the complaint and make the system/equipment operational.

(c) **Response time**: The response time of the Seller should not exceed 36 hours from the time the breakdown intimation is provided by the Buyer.

(d) Serviceability of 95 % per year is to be ensured. This amounts to total maximum downtime of 18 days per year. Also unserviceability should not exceed more than 02 (two) days at one time. Required spares to attain this serviceability may be stored at site by the Seller at his own cost. Total down time would be calculated at the end of the year. If downtime exceeds permitted downtime, LD would be applicable for the delayed period.

(e) Maximum repair turnaround time for equipment/system would be 02 (two) days. However, the spares should be maintained in a serviceable condition to avoid complete breakdown of the equipment/system.

(f) **Technical Documentation**. All necessary changes in the documentation (Technical and Operators manual) for changes carried out on hardware and software of the equipment will be provided.

(g) During the CAMC period, the Seller shall carry out all necessary servicing/repairs to the equipment/system under CAMC at the current location of the equipment/system. Prior permission of the Buyer would be required in case certain components/sub systems are to be shifted out of location. On such occasions, before taking over the goods or components, the Seller will give suitable bank guarantee to the Buyer to cover the estimated current value of item being taken.

(h) The Buyer reserves its right to terminate the maintenance contract at any time without assigning any reason after giving a notice of three months. The Seller will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the Seller for maintenance services already performed in terms of the contract, the same would be paid to it as per the contract terms.

1. **Authorisation Certificate by OEM.**

2. **Back End Support.** The service providers should submit the documents for back end support from the OEM before award of work.

3.Average Operation Hours of the Systems. On starting of comprehensive maintenance successful service providers has to maintain the complete installation in working condition and it should be 95% working at any point of time. The payment of comprehensive maintenance will be made after CAMC payments shall be made **quarterly**, subject to:
–Submission of PM reports & Minimum uptime of 95%.

4. **New Technology/Upgrade:** - The vendor shall carry out/provide all software updates / patches as and when released by the OEM from time to time free of cost during the CAMC period.

5.Term, Termination and cancellation of Contract. The Bank reserves the right to terminate the contract in part or full in any of the following cases: -

- (a) If services of the service provider are deficient or the services are of sub-standard quality.
- (b) The services provider is declared bankrupt or becomes insolvent.
- (c) The delivery of the services is delayed for causes not attributable to Force Majeure for more than 02 months.
- (d) The delivery of services is delayed due to causes of Force Majeure by more than 02 months provided Force Majeure clause is included in contract.
- (e) As per decision of the Arbitration Tribunal.
- (f) The Bank reserves the right to terminate contract partially or fully at any time by giving three months' notice, without assigning any reason whatsoever.
- (g) The bank also reserves the right to terminate this contract if it is established on the basis of price discovery that it would be beneficial for the bank to go in for a fresh empanelment/contract.

6. **Verification of records & preservation of records**

(a) The service provider will be required to produce all original documents pertaining to their eligibility & experience as claimed in response to TENDER/RFP for entering into contract for verification by authorized staff of the Bank whenever for inspection or any external inspecting authorities of Government. The contractor/Service Provider will also be required to produce the relevant 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 successful service provider & its employees deployed with the Bank.

(c) The successful service provider 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.

7. **Claim for Employment in Bank**

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

(b) The service provider's employees 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 employees deployed by the service provider 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 Bank will have privity of contract as applicable with the selected service provider and will give instructions to it as applicable and will have nothing to do or concerned with the conditions of the employment of the personnel /employees and deployed by the selected service provider.

8. **Payment Schedule.** No advance payment will be made to the selected bidder. The payment will be made on Quarterly basis for CAMC. The selected service provider should submit a seller's invoice along with the copy of relevant pages of maintenance register maintained service provider. Under no circumstances, the bank will adopt the mode of cash/ cheque for making payment to the service provider. However, it may be noted that the bank reserves the right to withhold the payment, if services are not rendered as per the terms and conditions of the contract.

12. **Liquidated Damages:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods/services and conduct trials, installation of equipment, training, etc as specified in this TENDER/RFP & subsequent contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

13. **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 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.

The service provider should preserve the documents and data in accordance with the legal/regulatory obligations of the banks.

14. **Non-Disclosure Clause.** The service provider 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 service provider is the "Proprietary Information" of the Punjab & Sind Bank. The service provider undertakes not to disclose any such Proprietary Information or any information derived there from to any third person. The selected Bidder shall be required to sign a Non-Disclosure Agreement with the Bank as per format shared by the Bank.

15. **Clarification regarding contents of the Bids.** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the service provider for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the service provider will be entertained.

16. Rights of PSB

a) PSB reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor/Service Provider for any compensation.

b) To terminate the contract or get any part of the work done through other agency or deploy PSB's own/hired/otherwise arranged resources, at the risk and cost of the contractor/Service Provider after due notice period of two weeks by PSB in the event of:

- (i) Contractor/Service Provider's continued poor progress
- (ii) Withdrawal from or abandonment of the work before completion of the work.
- (iii) Contractor/Service Provider's inability to progress the work for completion as stipulated in the contract
- (iv) Poor quality work
- (v) Corrupt act of Contractor/Service Provider
- (vi) Insolvency of the Contractor/Service Provider
- (vii) Persistent disregard to the instructions of PSB
- (viii) Assignment, transfer, sub-letting of contract without PSB's written permission
- (ix) Non fulfilment of any contractual obligations
- (x) In the opinion of PSB, the contractor/Service Provider is overloaded and is not in a position to execute the job as per required schedule

c) To effect recovery from any amounts due to the contractor/Service Provider under this or any contract or in any other forms, the moneys PSB is statutorily forced to pay to anybody, due to contractor/Service Provider's failure to fulfil any of his obligations. PSB shall levy overheads of 5% on all such payments.

d) Performance Indicator/Uptime: The contractor/Service Provider during the contract shall be responsible to maintain the complete systems/equipments/software in good working condition by maintaining minimum uptime 95%, which would be calculated for each individual system, which form part of the overall system of the building. The uptime would be calculated on monthly basis and proportionate deductions would be made from the security amount of the contractor/Service Provider for the correspondence month for which an uptime of 95% could not be maintained before releasing the final security amount.

17. Responsibilities of the contractor/Service Provider in respect of local laws, employment of works etc: - The contractor/Service Provider shall fully indemnify PSB against any claims of whatsoever nature arising due to the failure of the contractor/Service Provider in discharging any of his responsibilities. The following are the responsibilities of the contractor/Service Provider in respect of observance of local laws, employment of personnel, payment of taxes etc.:

- a) The contractor/Service Provider at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals and religious and other customs.
- b) The contractor/Service Provider shall comply with all applicable State and Central Laws, Statutory Rules, Regulations etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Dispute Act, Employers Provident Act, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act 1970, Payment of Bonus & Gratuity Act and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at Site. The Contractor/Service Provider shall also give to the local Governing Body, Police and other relevant Authorities all such notices as may be required by the Law.
- c) The Contractor/Service Provider shall obtain independent License under the Contract Labour (Regulations and Abolition Act, 1970) as required from the concerned Authorities based on the certificate (Form-V) issued by the Principal Employer/Customer.
- d) The Contractor/Service Provider shall pay all taxes, fees, license charges, deposits, tolls, royalties, commission or other charges which may be liable on account of his operations in executing the contract.
- e) Contactor shall be responsible for provision of Health and Sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act), Safety precautions etc. as may be required for safe and satisfactory execution of contract.
- f) The Contractor/Service Provider shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.
- g) The Contractor/Service Provider shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it is responsibility of the contractor/Service Provider to make good the losses or compensate for the same.
- h) The Contractor/Service Provider shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
- i) All safety rules and codes applied by the PSB at site shall be observed by the contractor/Service Provider without exception. The contractor/Service Provider shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards, slings etc. or other protection necessary for the purpose. Contractor/Service Provider shall also take such additional precautions as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards. Due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of Clerical staff, watch and ward, store keepers to take care of equipment/materials and construction tools and tackles shall be posted at site by the contractor/Service Provider till the completion of work under this contract.
- j) The contactor shall arrange for such safety devices as are necessary for such type of work and carry out requisite site tests of handling equipment, lifting tools, tackles etc. as per prescribed standards and practices.
- k) Contractor/Service Provider has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by PSB/Customer. The contractor/Service Provider has to assist in HSE audit by PSB/Customer and submit compliance Report. The contractor/Service Provider has to generate and submit record/reports as per HSE plan/activities as per instruction of PSB/Customer.
- l) The contractor/Service Provider will be directly responsible for payment of wages to his workmen. A pay roll sheet given all the payments given to the workers and duly signed by the contactor's representative should be furnished to PSB site for record purpose, if so called for.

m) In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of PSB.

18. Confidentiality of Banks Data:-

a) Vendor agrees that all information gathered during the course contract from the Bank including oral enquiries, letters, documents, emails, presentations, interactions, technical documentation and other information are confidential information of the Bank. Unauthorized disclosure of any such confidential information will amount to breach of contractual terms and in such cases Bank may prematurely terminate the contract and initiate any legal action as deemed fit.

b) The Vendor will treat as confidential all data and information about the Bank obtained in the process of execution of their responsibilities, in strict confidence, and will not reveal such information to any other party without the written approval of the Bank.

19. Force Majeure

The following shall amount to Force Majeure:

- a) Acts of God, act of any Government, War, Sabotage, Riots, Civil commotion, Police action, Revolution, flood, Fire, Cyclones, Earth quake and Epidemic and other similar causes over which the contractor/Service Provider has no control.
- b) If the contractor/Service Provider suffers delay in the due execution of the contractual obligation due to delays caused by force majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the contractor/Service Provider shall be extended by a period of time equal to period of delay, provided that on the occurrence of any such contingency, the contractor/Service Provider immediately reports to PSB in writing the causes of delay and the contractor/Service Provider shall not be eligible for any compensation.

General Conditions of Contract/TENDER/RFP

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 will constitute the entire agreement between the Bank and the selected service provider 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 TENDER/RFP 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 will be the selected service provider 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 service provider to the Bank. At any time during the currency of the contract, the Bank may suo-moto or, on request from the service provider by written order, amend the contract by making alterations and modifications within the general scope of the Contract.
 - (b) If the service provider 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 service provider 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 TENDER/RFP & the Contract to be entered subsequently between Bank & service provider, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.

The Parties agree to submit to the exclusive jurisdiction of the appropriate court in Delhi in connection with any dispute between the Parties under the Agreement.
 - (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 TENDER/RFP, 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 service provider 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 service provider 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 service provider as mentioned in the contract, unless the service provider has notified change by a separate communication containing no other topic to the Bank. The service provider 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 service provider 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 service provider, and its affiliates, as well as any Subcontractor/Service Provider 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 service provider or any of its partners or the Personnel commit a default or breach of any of the clauses of the contract, the service provider 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 service provider or any partner of the service provider firm has committed a default or breach of any of the conditions shall be final and binding on the service provider.

11. **Assignment and Sub-contracting.** The service provider has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any obligations under this TENDER/RFP 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. Indemnity.

(a) The service provider shall indemnify the bank against all claims for death or injury caused to any person, whether workman or not, while engaged in any process connected with the service provider's work or for dues of any kind whatsoever, and the bank shall not be bound to defend any

claim brought under the Workmen's Compensation Act, 1923 or Payment of Wages Act 1936, or any other statutory Act or Law in force from time to time and applicable to the said work

(b) The service provider shall indemnify the bank against all claims, including claim by any third party at any time on account of the infringement or license issues of any or all the rights mentioned in the TENDER/RFP. , whether such claims arise in respect of manufacture or use. It shall be the responsibility of the service provider to complete the supplies irrespective of the fact of infringement of any such rights.

(c) The Service Provider assumes responsibility for and shall indemnify and keep the Bank its officers & employees harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the service provider's obligation under the general conditions contained in this TENDER/RFP & for loss or damage arising from any negligence or wilful conduct of service provider & its employees or agent.

13. Confidentiality and Secrecy

(a) The service provider 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/RFP 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 service provider 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/RFP 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 service provider becomes aware. The service provider 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 service provider 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 Service Provider

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

(b) The service provider 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 service provider in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and as applicable so far as necessary for such performance for this contract.

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

(d) The obligation of the service provider under sub-clauses above, however, shall not apply to information that: the service provider 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 service provider; b) can be proven to have been possessed by the service provider 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 service provider 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 service provider 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 service provider shall furnish to the Bank, performance security, valid up to sixty days after the date of completion of all contractual obligations by the service provider including the Defect Liability obligations.

(b) The amount of Performance security shall be as per the TENDER/RFP conditions (5 % of the accepted value of contract), 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 service provider, 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 service provider 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 service provider the amount of such security deposit by deducting the amount from the pending bills of the service provider 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 service provider 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 service provider 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 service provider 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 service provider 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 service provider for similar reasons.

(g) Subject to the sub-clause above, the Bank shall release the performance security without any interest to the service provider on completing all contractual obligations, including the Defect Liability

obligations, if any. Alternatively, upon the contractor/Service Provider service provider 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) The service provider status shall be that of an independent service provider and Primary Employer of staff deployed during the contract by him or his sub-contractor/Service Providers or other associates. The service provider, its employees, agents, and subcontractor/Service Providers performing under this Contract are not employees or agents of the Procuring Organization or Bank or Central or State Government or their agencies/ Enterprises, simply by Services delivered under this Contract.

(b) **Obligations of the service provider under Labour Codes and Rules**

(i) In cases where Services are to be performed by the service provider at the premises of the Bank or Beneficiary of Services, the service provider 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 service provider 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.

17. **Permits, Approvals and Licenses**. Whenever the delivery of services and incidental Goods/ Works requires the service provider to obtain permits, approvals, and licenses from local public authorities, it shall be the service provider'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 service provider, the Bank shall make its best effort to assist the service provider in complying with such requirements in a timely and expeditious manner, without any dilution of the service provider's responsibility in this regard.

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

19. **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. As applicable the delivered quantity shall be paid for as per the terms of the contract.

20. **Option Clause**. If stipulated otherwise in the contract, the Bank shall have the right to exercise the following options, by written notification to the service provider 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.

21. **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 service provider 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.

22. **Compliance to Bank's Instructions.** the bank shall direct the order in which the several components of the Services shall be provided, and the service provider shall execute without delay all orders given by the bank from time to time. Still, the service provider 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 service provider in connection with the Services shall bind the service provider as though the bank had given it provided as follows -.

23. **Commencement of Services Effective Date of Contract:** The service provider 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.

24. **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 service provider 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 service provider encounters conditions hindering the timely performance of services, the service provider 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 service provider'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.

25. **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 service provider 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.

26. **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.

27. **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.

28. **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 service provider 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.

29. **Taxes and Duties**. The service provider shall be entirely responsible for all taxes, duties, fees, levies etc., incurred until delivery of 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 service provider shall be made as applicable 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 as applicable, 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 service provider 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 service provider) shall refund to the Bank, the Bank's share out of such refund received by the service provider. The service provider 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 service provider fault. Wherever the service provider 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 service provider's tax payment or duty under a misapprehension of the law. iii) service provider 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 service provider relating to GST tax, the service provider 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 service provider 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 as applicable on the nett balance payment due. Statutory Variation Clause: Unless otherwise stated in the contract, statutory increase in applicable GST rate as applicable 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 service provider. 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 as applicable, against documentary evidence, provided such an increase of GST rates takes place after the last date of bid submission.

30. **Withholding and lien in respect of sums claimed.** Whenever any claim or claims for payment of a sum of money arises against the service provider, 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 finalization or adjudication of any such claim from - a) any security or retention money, if any, deposited by the service provider. b) any sum(s) payable till now or hereafter to the service provider 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 service provider.

31. **Completion Certificate and Final Payment.** Completion Certificate upon a written intimation from the service provider, 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.

32. **Approval As applicable 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 service provider 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.

33. **Cessation of Bank's Liability** After the issue of Completion Certificate, the Bank shall not be liable to the service provider for any matter arising out of or in connection with the contract for

the delivery of the Services, unless the service provider shall have claimed in writing in respect thereof before the issue of the Completion Certificate for service in Contract.

34. **Unfulfilled Obligations** Notwithstanding the issue of Completion Certificate for service, the service provider 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.

35. **Final Payment**. The service provider 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 service provider.

36. **No Claim Certificate and Release of Contract Securities** The service provider 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 service provider. The service provider 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 service provider, 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.

37. **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.

38. **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 Delhi (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 Delhi and Courts at Delhi shall have exclusive jurisdiction over the matters covered.

39. **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.

40. **Defaults and Breach of Contract**. In case the service provider 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 service provider 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 service provider 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 service provider 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.

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

42. **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 service provider, terminate the contract in whole or in part, without compensation to the service provider.

(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 service provider 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.

43. **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 service provider 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.

44. **Limitation of Liability.** Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the service provider 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 service provider to indemnify the Bank concerning IPR infringement.

45. **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 due to frustration of the Contract, by serving a written '**Notice for Determination of Contract**' of not less than thirty (30) days on the Service Provider at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Bank or due to frustration of the contract and shall indicate, inter-alia, the extent to which the Service Provider's performance under the contract is terminated and the date from which such termination shall become effective. Such termination shall not prejudice or affect the rights and remedies accrued and/or to accrue thereafter to the Parties. Unless otherwise instructed by the Bank, the Service Provider 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 (30) days after the Service Provider'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 (b) to cancel the remaining portion of the Services and incidental goods/works and compensate the Service Provider by paying an agreed amount for the cost incurred by the Service Provider, if any, towards the remaining portion of the Services and incidental goods/works

46. **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.

47. **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.

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

(a) **Code of Integrity.** Procuring authorities as well as service providers, suppliers, service provider, 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/RFP Process or to otherwise influence the TENDER/RFP 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/RFP 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 service providers, with or without the knowledge of the Bank, that may impair the transparency, fairness, and the progress of the TENDER/RFP 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/RFP 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/RFP or execution process of contract; or improper use of information obtained by the (prospective) service provider from the Bank with an intent to gain unfair advantage in the TENDER/RFP 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;

49. **Obligations for Proactive Disclosures**

(a) Procuring authorities, service providers, suppliers, service provider, 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/RFP Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity.

(b) Any service provider 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/RFP Processes. Failure to do so shall amount to a violation of this code of integrity.

50. **Misdemeanours and Penalties**

(a) **Misdemeanours**. The following shall be considered misdemeanours - if a service provider 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/RFP/ 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 thereunder;

(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 rate.

Evaluation Criteria

The broad guidelines for evaluation of Bids will be as follows:

1. As applicable those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the TENDER/RFP, both technically and commercially.
2. In respect of Two-Bid system, the technical Bids forwarded by the service providers will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the TENDER/RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the TENDER/RFP. The Price Bids of as applicable those service providers will be opened whose Technical Bids would clear the technical evaluation.
3. The Lowest Bid will be decided upon the lowest price quoted by the particular service provider as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:
 - (a) All taxes and duties (including those for which exemption certificates are issued) quoted by the service providers will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.
 - (b) The service providers are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, GST etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices.
 - (c) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
 - (d) The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different service providers for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest service provider is not in a position to supply full quantity in stipulated time.

Technical Bid (to be submitted on Company's Letter Head)

S. No.	Particulars enclosed	Yes/ No
1.	The Manufacturer / Firm / Company / Dealer / Vendor has been engaged in supply, installation, testing, commissioning and maintenance of Access Control Systems comprising Smart Swing Barriers with integrated Face Reader and Card Readers for a minimum period of 03 years as on 25.02.2026.	
2.	Company / Manufacturer / Firm / Dealer / Vendor profile submitted. Bidder shall demonstrate local service support capability in Delhi NCR, either through own office or authorised service arrangement, as per RFP conditions.	
3.	Installation of similar systems carried out in Central Govt./State Govt./Semi-Govt./PSU/Public Sector Banks/Reputed Private Sector Organisations during the past 3 years.	
4.	Complete Contact details submitted.	
5.	Company meeting the prescribed turnover criteria and submission of audited Balance Sheets and ITR copies as per RFP.	
6.	Company having required number and value of work order and its work completion certificates.	
7.	Satisfactory Performance Certificate from customers whose work orders shown.	
8.	Pre-Bid Meeting attended, wherever conducted.	
9.	Technical Specifications/ Brochure of the product(s) offered submitted.	
10.	Name of the Bank, Amount, Draft No. and date towards EMD available/ Exempt for MSME/NSIC/Start-ups with valid proof	
11.	Latest copies of GST Registration Certificate and PAN Card.	
12.	Valid Manufacturer's Authorisation Certificate (MAF) from OEM and back-to-back OEM support undertaking for Warranty & CAMC period	
13.	Copies of ISO 9001:2015 or certification. ISO 14001:2015, if available.	
14.	BIS certificate of the product offered, wherever applicable.	
15.	Details of service support office or authorised service arrangement in Delhi NCR, along with supporting documents, as per RFP.	
16.	List of qualified technicians available for deployment, along with proof of OEM training / experience.	
17.	Company / OEM having positive net worth during the last three financial years	
18.	Copy of registration / partnership deed, as applicable. In case of a Limited Company, copy of Certificate of Incorporation, Memorandum & Articles of Association and Power of Attorney for authorised signatory	

Place:

Date:

(Signature of Applicant/Bidder/ Authorised Signatory along with Seal)

Commercial Bid (to be submitted on Company's Letter Head)

Annexure – II(A)

To,
Asst. General Manager (Security)
Punjab & Sind Bank,
New Delhi

Dear Sir,

PRICE BID BID

Having examined the Bidding Documents, we, the undersigned, submit our Price Bid for Supply, Installation, Testing, Commissioning, and Maintenance of Access Control System comprising of Smart Swing Barriers with built-in Face Reader along with Smart Card Readers & Customised Time Attendance Software in conformity with the said Bidding documents as under:-

Rs. ____ (Rupees _____) *(in words and figures)*. All-inclusive; The price-break up as per **Annexure-II (B)** related to TENDER/RFP is enclosed.

2. While submitting this bid, we certify that:

- (a) The undersigned is authorised to sign on behalf of the Vendor and the necessary support document delegating this authority is enclosed.
- (b) The price bid submitted by us have been arrived at without agreement with any other Vendor of this TENDER/RFP for the purpose of restricting competition.
- (c) The Price bid submitted by us has not been disclosed and will not be disclosed to any other Vendor responding to this TENDER/RFP.
- (d) We have not induced or attempted to induce any other Vendor to submit or not to submit a bid for restricting competition.

3. We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.

4. Until formal contract is prepared and executed, this Bid, along with your written acceptance thereof and your notification of award, shall constitute binding Contract between us.

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

6. We understand that you are not bound to accept the lowest or any Bid you may receive, and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.

Dated this day of..... 2026.

(Signature)

(Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

Commercial Bid (to be submitted on Company's Letter Head)**BOQ: SMART SWING BARRIERS WITH BUILT-IN FACE READER ALONG WITH SMART CARD READERS & CUSTOMISED TIME ATTENDANCE SOFTWARE & CAMC****PART A: Supply, Installation, Testing & Commissioning (SITC)****(Includes 1-Year Comprehensive On-site Warranty)**

Sr.	Item Description	Specification / Makes	Qty	Unit	Rate (INR)	Total (INR)
1	Swing Lane Barrier: SS-304, DC Brushless Motor, Safety Sensors 6 pairs, Lane Indicators. Passage: 650mm or equivalent ,MCBF (Main cycle between failure) 3 millions ,Throughput -20 to 60person per minute , Stainless/Acrylic Swings	Standard or Equivalent	3	Lane		
2	Motorized P-Type Swing Gate: For Material/Handicapped, access (900mm passage). SS-304,Stainless/Acrylic Swing	Standard or Equivalent	1	Lane		
3	Face Reader Mounting Stand: Custom stands for swing lane integration.	Custom or Equivalent	8	Nos		
4	Face Recognition Terminal: 2MP Camera lens, Touch Screen 7inches, Walk-through, Liveness Detection, Anti-Spoofing, 6k Users, Recognition – 0.5 to 3 Meters),Face Recognition speed – 0.2 Seconds Or Equivalent	AI-Based or Equivalent	8	Nos		
5	Data Management Software: MS SQL DB for 1000 Users (or Equivalent)	Enterprise or Equivalent	1	Nos		
6	Web-Based Attendance Software: Data calculation, 6000 User License.	Web-Based or Equivalent	1	Nos		
7	ACS Server PC: Workstation (Core i5, 16GB RAM, 1TB HDD, 64-bit OS).	Dell/HP or Equivalent	1	Nos		
8	Online UPS: 3 KVA with batteries for backup.	APC/Vertiv or Equivalent	2	Nos		
9	Networking Switch: 16 Port Non-POE.	Cisco/Dlink or Equivalent	1	Nos		
10	Power Supply: SMPS/Linear for Face Readers.	Standard or Equivalent	4	Nos		
11	Cabling (CAT-6): Network communication cable.	Molex/Dlink or Equivalent	300	Mtr		
12	Cabling (3 Core 2.5mm): unArmored multi-mode power/comm cable.	Polycab or Equivalent	100	Mtr		
13	Conduit: PVC Conduit Pipe (25mm)	Standard or Equivalent	200	Mtr		
14	RFID Cards: Mifare cards for backup access	Mifare	1000	Nos		

15	OEM Access Control software integration with our HRMS software & Fire Alarm system	Lot	1	Job		
16	Turnkey Charges: Delivery, Civil Work, Electrical Work, Training & Commissioning.	Lot	1	Job		
A1	SUB-TOTAL PART A (Excluding GST)					
A2	GST on Part A (Applicable @ 18%)					
A	TOTAL SITC COST (A1 + A2)					[Value A]

**PART B: 5-Year Comprehensive AMC (Post Warranty)
(CAMC begins after the expiry of the 1-year SITC warranty)**

Sr. No.	Maintenance Period	Total Annual Cost (Excl. GST)	GST (@ 18%)	Total with GST
1.	2nd Year Comprehensive AMC			
2.	3rd Year Comprehensive AMC			
3.	4th Year Comprehensive AMC			
4.	5th Year Comprehensive AMC			
5.	6th Year Comprehensive AMC			
B	TOTAL 5-YEAR CAMC COST (With GST)			[Value B]

GRAND TOTAL (VALUE A + VALUE B) (TOTAL COST OF OWNERSHIP) FOR L1 DETERMINATION

Description	Total Amount in Figures (INR)
Grand Total (Value A + Value B) (Total Cost of Ownership)	
Grand Total in Words	Rupees _____.

Terms & Conditions:

1. L1 Criteria: The Lowest Bidder (L1) will be determined based on the Grand Total (TCO) of 72 Months (12 Months Warranty + 60 Months CAMC)
2. **Validity:** This bid is valid for **90 days** from the date of opening.
3. **Escalation:** No price escalation shall be allowed during the entire contract period (6 years).

Place: _____

Date: _____

(Signature of Authorized Signatory with Seal)

Annexure-III

APPLICATION FORM

(Please read the Application Documents carefully before filling-up) (Please strike-off which is not applicable)

1.	Name of the Contractor/Service Provider/ Firm	
2.	a. Full Postal Address of Contractor/Service Provider/ Firm	
	b. Telephone & Mobile No.	
	c. Email ID	
3.	Main Activities of Contractor/Service Provider/ Firm (Please use additional sheet, if required)	
4.	Year of establishment of Contractor/Service Provider/ Firm (Enclose certified copies of relevant documents)	
5.	Constitution of Firm (Enclose certified copies of relevant documents)	Sole Proprietorship/ LLP/ Partnership/ Private Ltd. / Public Ltd./ Any other (Please specify)
6.	Name of the Proprietor/ Partners / Directors of the Organisation / Firm.	a.
		b.
		c.
7.	a. Details of Authorised Signatory (i)Name of Authorised Signatory	
	(ii) Phone No.	
	(iii) Mobile No.	
	(iv) Email-ID	
	b. Mode of Authorisation of Authorised signatory (Enclose certified copies of relevant documents as)	Resolution/ Partnership Deed/ Registered Power of Attorney/ Proprietor/ any other (please specify)
8.	Whether registered with the registrar of companies/ Registrar of firms. If so, mention number and dates. (Enclose certified copies of relevant documents)	
9.	a. PAN No. (Income tax) (Enclose certified copies of relevant documents)	
	b. GST No. (Enclose certified copies of relevant documents)	
	c. PF Registration No. (Enclose certified copies of relevant documents)	
	d. ESIC Registration No. (Enclose certified copies of relevant documents as)	

10.	If Registered in the Panel of other Organisations such as CPWD, PWD, MES, Banks etc. mention Name of the Organisation, Registration No. & Date and Category (Enclose certified copies of relevant documents)	
11.	a. Banker's Details: (Enclose certified copies of Cancelled Cheque)	
	(i) Banker's Name	
	(ii) Full Postal Address of Branch	
	(iii) Telephone No.	
	(iv) Account No.	
	(v) Type of Account	
	b. Solvency Limit (Enclose certified copies of relevant documents)	
12.	a. Yearly turnover of the Firm during the last 03 financial years. (Enclose copy of Affidavit / Certificate from Chartered Accountant mentioning turnover of last 03 financial years)	F.Y. 2024-25: F.Y. 2023-24: F.Y. 2022-23: Average :
	b. Profit & Loss Statement of the last 03 financial years (Enclose self- certified one-page summarised balance sheet (audited) and one page of summarised Profit & Loss Account for the last 03 years collectively)	F.Y. 2024-25: F.Y. 2023-24: F.Y. 2022-23:
13.	Whether last three years IT returns filed (Please enclose certified copies of the IT Returns of 2022-23, 2023-24 and 2024-25) (Enclose certified copies of relevant documents Certificates)	Yes / No
14.	Details of similar works executed & completed. (Enclose certified copies of Work Completion Certificates)	Please fill up enclosed Annexure-I& enclose copies of Work Order & Work Completion Certificates)
15.	Please attach certified copies of Performance Report of at least 3 works referred to in Annexure-I	
16.	Name, Address, Email and Contact Nos. of at least 3 persons who are in position and competent to report about the quality and performance of your Firm. (These 3 persons should have been associated with any 3 completed similar works mentioned in Annexure-I).	
17.	Details (including status) of all the disputes (including Litigation, Arbitration, Mediation etc.) pertaining to all Contracts between Applicant/Bidder's Firm and Clients during the last 07 years (i.e. from 31.03.2017) (Please use additional sheet, if required)	

18.	Details of all delisting/ debarring/ blacklisting/ de-paneling etc. of the Applicant/Bidder Firm by any Organization/ Client during the last 07 years (i.e. from 31.03.2019)	
19.	Details (Name, Designation, PF No.) of near relatives working in State Bank of India. (for definition of near relatives please refer Instructions, Terms and Conditions)	

(Note:- All Enclosures must be self-certified by Authorised Signatory)

I/We have read and understood all the contents of these Application Documents and are acceptable to us. I/We also certify that my/our firm fulfils the ELIGIBILITY CRITERIA for this work.

I/ We hereby confirm and certify that the information given above are correct and true and the Annexure/ Enclosures etc. enclosed herewith are genuine.

I/ We are authorised to sign and submit the Application Documents for pre-qualification.

I/ We understand and agree that if at any stage it is found/ noticed by the Bank that any information provided by us is untrue / incorrect, partly or fully and / or concealed in these Application Documents and / or also in case of receipt of any adverse/ unsatisfactory report from previous or present clients/ Bankers, the Bank on its own discretion may reject application at any stage and/ or may de-list us from PQ or may take any other appropriate action.

I/ We also understand and agree that partly / wrongly filled application and / or applications not on prescribed proforma and/ or applications not accompanying relevant Documents/ Enclosures/ Annexures and Application Documents not signed by the Authorised Signatory and / or received after the due date and time are liable to be summarily rejected by the Bank at its own discretion.

I/ We understand and agree that this is merely an application/ and does not entitle us to be necessarily pre-qualified by the Bank and/ or invite us for participation in TENDER/RFP process. Bank reserves the right to reject all and/ or any application without assigning any reason thereof.

(Signature of Authorised Signatory)(Seal of the

Firm) Name :

Designation in Firm:.....

Place:

Date

(Please ensure to enclose all annexures / enclosures / relevant documents etc with application documents before submitting)

ANNEXURE-IV

PROFORMA OF AFFIDAVIT FOR NON - BLACK LISTING

I/ we undertake and confirm that our firm/partnership firm has not been blacklisted by any Central Govt. Dept./ State Govt. Dept./ Semi Govt. Dept./ PSU/ Public Sector Banks/ Reputed Private Sector Organisations during the past 3 years of its operations. Further that, if such information comes to the notice of the State Bank of India, then I/we shall be debarred for bidding in Punjab & Sind Bank in future forever. Also, if such an information comes to the notice of Punjab & Sind Bank on any day before date of start of work, the Assistant General Manager (Security) shall be free to cancel the agreement and to forfeit the entire amount of Earnest Money Deposit/ Performance Guarantee (Scanned copy of this notarised affidavit to be uploaded at the time of submission of bid)

NOTE: Affidavit to be furnished on a 'Non-Judicial' stamp paper worth Rs.500/-.

Signature of Bidder(s) or an authorized

Officer of the firm with stamp

Signature of Notary with seal

ANNEXURE-V

UNDERTAKING CUM AFFIDAVIT

I/ we M/s undertake and confirm that, we will provide the comprehensive after sales service support to Punjab & Sind Bank for a period of six years including warranty period of one years from the date of successful commissioning of Access Control System and comprehensive AMC for 5 year after warranty period of one year at the rates quoted by us / our Authorised Channel or Business Partner / Dealer M/s i
n the bid and thereafter at mutually agreed upon reasonable rates, for the
make of

Access Control System and all the accessories of make _____, _____
and _____ to be installed at Punjab & Sind bank head office security department at Punjab & Sind bank, 21, Rajendra Place New Delhi – 110008

We also confirm that, we will make available all the required spare parts/ software and its updates that are required to keep the said Access Control System in satisfactory working condition for a period of 6 years from successful commissioning of the UPS System.

NOTE: Undertaking cum Affidavit to be furnished on a 'Non-Judicial' stamp paper worth Rs.500/-.

Signature of OEM with stamp

Signature of Notary with seal

Annexure-VI

SITE VISIT CERTIFICATE

Date:

I/We _____ authorized representative of
M/s _____ have visited the site of site for installation
of items described in Bid No./TENDER/RFP No. : _____)
Location at at Punjab & Sind bank head office security department at Punjab & Sind bank, 21,
Rajendra Place New Delhi – 110008 on Date: _____.

We have submitted this offer after satisfying ourselves about the Site conditions, local cost
etc. We have quoted our rate for bid items specifications and service required as per the terms
and condition mentioned in the bid.

We will not claim any extra charges for any other work for Supply installation testing and
commissioning of on items described in bid at respective location.

Signature of Bank Official

Signature of Bidder (With Stamp)

Annexure-VII

**MANUFACTURER'S AUTHORIZATION CERTIFICATE & WARRANTY
SUPPORT DECLARATION**

(ON OEMs Letterhead)

TENDER/RFP /Bid No:

Date:-

The Assistant General Manager,
HO Security Department,
Punjab & Sind Bank
Head Office First Floor
21,Rajendra Place New Delhi

We, [name of Manufacturer], who are official manufacturers of [Insert type of goods manufactured] having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following goods, manufactured by us [insert name and or brief description of the goods], and to subsequently negotiate and sign the contract.

We here by extend our full guarantee, warranty, availability of spare parts in accordance with the Terms and Conditions of Contract with respect to the Goods offered by the above firm.

Name and Designation of the Authorized Signatory Signature of Authorized

Signatory with Date and Stamp of the OEM

Annexure-VIII

SELF-DECLARATION FOR SLA ACCEPTANCE

(To be submitted on Bidder's Letterhead)

We, **M/s** _____, having our registered office at _____, hereby solemnly declare and confirm as under:

1. We have carefully read, understood and accepted all **Service Level Agreement (SLA)** conditions specified in the RFP issued by **Punjab & Sind Bank** for the project "**SITC and CAMC of Smart Swing Barrier Gates with Integrated Access Control System and Customised Time-Attendance Software**".
2. We confirm our capability and commitment to provide **local service support within Delhi NCR** with availability of trained and OEM-certified service engineers.
3. We undertake to ensure **on-site response within a maximum of four (4) hours** from the time of lodging of complaint/call, including during Warranty and CAMC periods.
4. We agree to comply with all **uptime requirements, preventive maintenance schedules, fault rectification timelines**, and escalation mechanisms as stipulated in the RFP.
5. We unequivocally accept the **penalties, liquidated damages, service credits, and other contractual consequences** for non-compliance with SLA parameters, as defined in the RFP and Contract.
6. We understand and accept that **persistent SLA violations** may lead to **forfeiture of Performance Security, recovery of penalties, or termination of contract**, as per the terms and conditions of the RFP.
7. We confirm that this declaration is true and correct, and that **any false declaration or non-compliance** shall render our bid liable for rejection and may lead to cancellation of contract, without prejudice to any other rights of the Bank.

This declaration is submitted in compliance with the **General Financial Rules (GFR)** and tender conditions.

Authorized Signatory:

Name: _____

Designation: _____

Signature: _____

Company Seal: _____

Date: _____

Place: _____

UNDERTAKING FOR PRE-CONTRACT INTEGRITY PACT

The Assistant General Manager,
HO Security Department,
Punjab & Sind Bank
Head Office First Floor
21,Rajendra Place New Delhi,

Dear Sir,

INTEGRITY PACT

SUBJECT - PUNJAB & SIND BANK, HEAD OFFICE SECURITY DEPARTMENT, NEW DELHI, INVITES E-TENDER / RFP FROM ELIGIBLE DELHI NCR-BASED COMPANIES, OEM-AUTHORISED DEALERS, AND OEM-AUTHORISED VENDORS FOR THE SUPPLY, INSTALLATION, TESTING, COMMISSIONING (SITC), AND COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) OF SMART SWING BARRIER GATES WITH INTEGRATED ACCESS CONTROL SYSTEM AND CUSTOMISED TIME-ATTENDANCE SOFTWARE AT THE BANK'S HEAD OFFICE.

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder) To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of Bidder.

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/ service provider" 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 Supply, installation, testing, commissioning (SITC) and comprehensive annual maintenance contract (CAMC) of Swing barrier gates with integrated access control system & customized time attendance software at Punjab & Sind bank head office security department at Punjab & Sind bank, 21, Rajendra Place New Delhi – 110008. 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 service provider (s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the TENDER/RFP 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/RFP 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/RFP process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the TENDER/RFP 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/RFP process or the contract execution.

(c) The Principal will exclude from the process all known prejudiced persons.

1. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the BNS/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)/ Service Provider (s)

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

(a) The Bidder(s)/ service provider(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/RFP 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/RFP process or during the execution of the contract.

(b) The Bidder(s)/ service provider(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Bidder(s)/ service provider(s) will not commit any offence under the relevant BNS/PC Act; further the Bidder(s)/ service provider(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 bids and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/ service provider(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any similarly the Bidder(s)/ service provider(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)/ service provider (s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees.

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

Section 3 - Disqualification from TENDER/RFP process and exclusion from future contracts

If the Bidder(s)/ service provider(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)/ service provider(s) from the TENDER/RFP 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/RFP 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/RFP process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the TENDER/RFP 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 / service providers / Subcontractor/Service Providers

1. In case of Sub-contracting, the Principal service provider shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor/Service Provider.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and service providers.
3. The Principal will disqualify from the TENDER/RFP process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/ service provider (s) /Subcontractor/Service Provider(s)

If the Principal obtains knowledge of conduct of a Bidder, service provider or Subcontractor/Service Provider, or of an employee or a representative or an associate of a Bidder, service provider or Subcontractor/Service Provider 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:

1. Shri. Debal Kumar Gayen-9113484729
2. Shri. Pramod Kumar Garg-9810778058

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/ service providers as confidential. He/ she reports to the MD & CEO, Punjab & Sind Bank.
3. The Bidder(s)/ service provider(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the service provider. The service provider will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractor/Service Providers.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ service provider(s)/ Sub-contractor/Service Provider(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 service provider. 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 bids 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 service provider _____ 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 service provider 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/ service provider)

(Office Seal)
Place

(Office Seal)
Place

Date

Date

Witness 1: _____
(Name & Address) _____

Witness 1: _____
(Name & Address) _____

Witness 2: _____
(Name & Address) _____

Witness 2: _____
(Name & Address) _____

AGREEMENT FORMAT

This agreement is made on the _____ day of the month of _____ in the year 2026 at..... BETWEEN, Punjab and Sind Bank a body Corporate constituted and functioning under the Banking Companies (Acquisition and Transfer of undertaking Act) 1980 with its Corporate office at East Kidwai Nagar Delhi and Head Office at Bank House Building, 21 Rajendra Place, New Delhi-110008 represented by Neeraj Gour, (Assistant General Manager), hereinafter referred to as “BANK”, which expression shall, unless excluded by or repugnant to the context, mean and include its successors in interest and assignees, on the one part and (Name of the bidder), a company registered under Companies Act, 2013, a firm registered under Partnership Act, 1932/ LLP Act, 2008 or Sole Proprietorship registration under Shop and Establishment Act having its registered office at Represented by its (Auth. Signatory) Shri here in after referred to as the “BIDDER”, which expression shall, unless excluded by or repugnant to the context, mean and include its successors in interest and assignees on the other part; WHEREAS the Bank having agreed to engage the service provider for Supply, installation, testing, commissioning (SITC) and comprehensive annual maintenance contract (CAMC) of Swing barrier gates with integrated access control system & customised time attendance software at Punjab & Sind bank head office security department at Punjab & Sind bank, 21, Rajendra Place New Delhi – 110008, who agrees to provide the services, as per the requirements and the terms and conditions finalized between the service provider and Bank, NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz;
 - 1.1 The TENDER/RFP document with all Addendums, Annexure and Price Bid.
 - 1.2 The TENDER/RFP, Letter of Acceptance, Letters from & to the bidder, if any, leading to and prior to acceptance letter.
 - 1.3 Technical Specifications, Special Conditions.
 - 1.4 Minutes of pre-bid meeting, if any.
 - 1.5 The details submitted in technical bid, design, and such other documents.

In consideration of the payments to be made by the Bank to the bidder, the bidder hereby covenants and agrees with the Bank to render the service in conformity with and subject to all terms and conditions/rules as mentioned in the General Conditions as also in the aforesaid documents which shall form part of this agreement.

In witness where of the parties hereto have here unto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the said bidder, _____ to
..... (Name of the Bank) _____ in the presence of:

Signature of Bidder (with seal)

Signature of Authorized representative of the Bank / Accepting Authority.

Witness (Signature, Name & Address): 1)

2)

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 service provider’s for Supply, installation, testing, commissioning (SITC) and comprehensive annual maintenance contract (CAMC) of Swing barrier gates with integrated access control system & customised time attendance software at Punjab & Sind bank head office security department at Punjab & Sind bank, 21, Rajendra Place New Delhi – 110008,
WHEREAS

1. The Obligor has
 - (a) Offered to Punjab & Sind Bank the service(s) as stated under Scope of Work of TENDER/RFP
 - (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/RFP
 - (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/RFP 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/RFP/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.

SERVICE LEVEL AGREEMENT (SLA) FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC)

This Service Level Agreement (SLA) forms part of the Contract between **Punjab & Sind Bank**, Head Office Security Department, New Delhi (hereinafter referred to as “the Bank”) and **M/s _____** (hereinafter referred to as “the Service Provider”).

1. Scope of SLA

This SLA covers the **operation, maintenance, preventive maintenance, breakdown maintenance, spares replacement and technical support** for **Smart Swing Barrier Gates with Integrated Access Control System and Customised Time-Attendance Software** installed at Punjab & Sind Bank, Head Office, New Delhi during the **CAMC period of 60 months** after expiry of warranty.

2. Service Coverage

The Service Provider shall provide:

- Preventive maintenance as per OEM recommendations
- Breakdown maintenance including fault diagnosis and rectification
- Replacement of defective parts/spares (excluding consumables, if any)
- Software support, configuration and updates
- Technical support and escalation support

3. Service Availability

- Services shall be available **24x7x365** for emergency support.
- On-site support shall be provided during Bank working hours or as required in case of critical faults.

4. Response Time & Resolution Time

Priority	Nature of Fault	Response Time	Resolution Time
P1	System down / access blocked	≤ 4 hours	≤ 24 hours
P2	Partial system failure	≤ 6 hours	≤ 48 hours

5. Preventive Maintenance

- Minimum **quarterly preventive maintenance** shall be carried out.
- Preventive maintenance reports shall be submitted to the Bank after each visit.
- Failure to conduct preventive maintenance shall be treated as SLA breach.

6. Uptime Commitment

- Minimum system uptime of **95% on monthly basis** shall be maintained during CAMC.
- Downtime due to scheduled maintenance with prior approval shall be excluded from uptime calculation.

7. Spares & Replacement

- All critical spares shall be replaced **free of cost** during CAMC.
- Replaced parts shall be new and OEM-approved.
- No component shall be declared End-of-Life during CAMC without Bank approval.

8. Penalty for SLA Non-Compliance

SLA Breach	Penalty
Delay in response beyond SLA	₹500 per day
Failure to resolve within SLA	₹5,00 per day
Uptime below 95%	5% deduction from CAMC quarterly invoice
Repeated SLA violations (3 times in a quarter)	Right of termination and PBG invocation

Maximum penalty shall be **capped at 10% of Total CAMC value**.

9. Escalation Matrix

The Service Provider shall provide a **three-level escalation matrix** including:

- Service Engineer
- Service Manager
- OEM Support Head

10. Reporting & Documentation

- Call logs, service reports and uptime reports shall be submitted monthly.
- All records shall be subject to audit by the Bank.

11. Termination for SLA Failure

The Bank reserves the right to terminate the CAMC contract in case of:

- Persistent SLA breaches
- Failure to maintain uptime
- Non-availability of spares or manpower

12. Compliance & Confidentiality

The Service Provider shall comply with all applicable laws, IT Act 2000, and confidentiality obligations of the Bank.

13. Governing Law

This SLA shall be governed by the laws of India and subject to jurisdiction of courts at **New Delhi**.

For Punjab & Sind Bank

Authorized Signatory

Name & Designation

Date

Place: New Delhi

For Service Provider

Authorized Signatory

Name & Designation

Date

Place