



**Request for Proposal For**

**E-TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) OF CLOSED CIRCUIT TELEVISION (CCTV) SURVEILLANCE SYSTEM, MAKE HONEYWELL AND ADDRESSABLE FIRE ALARM SYSTEM INCLUDING PUBLIC ADDRESS SYSTEM, MAKE NOTIFIER INSTALLED AT PUNJAB & SIND BANK, CORPOARTE OFFICE, BLOCK 3, NBCC OFFICE TOWERS, EAST KIDWAI NAGAR, NEW DELHI – 110023**

**E-TENDER REFERENCE NO: - HOSD/AMC/CCTV & FF EQUIPMENTS/2024-25**

<b>Date of issue of E-Tender</b>	<b>17.02.2025</b>
<b>Bid Submission Start Date</b>	<b>18.02.2025 after 11:00 AM</b>
<b>Bid Submission End Date</b>	<b>10.03.25 up to 03:00 PM</b>
<b>Pre- Bid Meeting Date</b>	<b>24.02.25 at 11.00 AM</b>
<b>Technical bid opening date</b>	<b>10.03.25 at 03:30 PM</b>
<b>Financial Bid Opening date</b>	<b>Will be informed subsequently to technically qualified bidders.</b>
<b>Validity of bid</b>	<b>180 Days</b>

**Corporate Office: Punjab and Sind Bank, Security Department, Ground Floor, Block 3, NBCC Office Towers, East Kidwai Nagar, New Delhi - 110023**

**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 document is prepared by Punjab and Sind Bank for Comprehensive Annual Maintenance Contract of Closed Circuit Television (CCTV) Surveillance System and Addressable Fire Alarm System including Public Address System installed at corporate office building. It should not be reused or copied or used either partially or fully in any form.**

### **Disclaimer**

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

**PUNJAB & SIND BANK**

**TENDER NOTICE**

**Tender for Comprehensive Annual Maintenance Contract (CAMC) of Closed Circuit Television (CCTV) Surveillance System, Make Honeywell and Addressable Fire Alarm System including Public Address System, Make Notifier installed at Punjab & Sind Bank, Corporate Office, Block 3, NBCC Office Towers, East Kidwai Nagar, New Delhi – 110023**

START DATE: 18.02.2025

CLOSE DATE: 10.03.2025

Punjab & Sind Bank invites bids in the prescribed format from **authorised distributors/ dealers/OEM/ Service Agency of M/s Honeywell and Notifier systems**. The details of the systems/ equipment's installed at Corporate Office of Punjab & Sind Bank are mentioned at Annexure -01 & Annexure -02 of the tender. The tender will be in two bid system i.e. Technical Bid and Commercial Bid. The bidders have to submitted the technical and Commercial bid <https://psb.eproc.in> (Bidder has to submit the bid electronically)

**Information for online participation**

This Tender will follow e-tendering process which will be conducted by bank's authorized e-tendering services provider M/s C1 India Pvt. Ltd. through website: <https://psb.eproc.in>

**Instructions:**

1. 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.
2. Bidder who wish to participate in this tender 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](http://www.cca.gov.in).
3. In case of any clarification/ queries regarding online registration/ participation, Bidders may reach out to: Email: [psbsupport@c1india.com](mailto:psbsupport@c1india.com)  
Ph.: 0124-4302033/36/37.
4. 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**

## NOTICE INVITING TENDER

**Punjab & Sind Bank invites bids in the prescribed format from authorised distributors/ dealers/OEM/ Service Agency of M/s Honeywell and Notifier systems. The details of the tender are given below: -**

1.	<b>Tender reference</b>	<b>PSB/HOSD/CCTV &amp; Fire Safety/2024-25</b>
2.	<b>Date of Issue of tender documents</b>	<b>17.02.2025</b>
3.	<b>Name of Work</b>	Comprehensive Annual Maintenance Contract of Closed Circuit Television (CCTV) Surveillance System and Addressable Fire Alarm System including Public Address System
4.	<b>Earnest Money Deposit (EMD)</b>	Rs. 35,000/- (Rupees Thirty-Five Thousand Only) crossed Bank draft / Banker's Cheque draw in favour of Punjab & Sind Bank payable at Delhi. #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 Fee and Bid security declaration only. Relevant certificates should be submitted by the bidder in this regard to avail exemption.
5.	<b>Performance Guarantee</b>	5 % of the accepted value of contract.
6.	<b>Period of Contract</b>	24 Months
7.	<b>Last Date and time of receipt of tender bids</b>	10.03.25 at 03:30 PM
8.	<b>Date and Place of Pre-bid Meeting</b>	24.02.25 at 11.00 AM and Corporate Office Security Department, Punjab & Sind Bank, Ground Floor, Block 3, NBCC Office Towers, East Kidwai Nagar, New Delhi - 110023
9.	<b>Submission of Bids</b>	<a href="https://psb.eproc.in">https://psb.eproc.in</a> (Bidder has to submit the bid electronically)
10.	<b>Validity of Bids</b>	180 days
11.	<b>Date and Place of Opening of Bid</b>	10.03.25 at 03:30 PM and Corporate Office Security Department, Punjab & Sind Bank, Ground Floor, Block 3, NBCC Office Towers, East Kidwai Nagar, New Delhi - 110023

12.	<b>Opening of Bids (commercial/price bids)</b>	<b>Only eligible Bidders who will qualify in technical bid shall be informed (via E-mail/telephone) separately.</b>
13.	<b>Address for communication</b>	Corporate Office Security Department, Punjab & Sind Bank, Ground Floor, Block 3, NBCC Office Towers, East Kidwai Nagar, New Delhi - 110023
14.	<b>e-mail address</b>	Ho.security@psb.co.in
15.	<b>Contact Details</b>	Mr. Chandra Kishore Pal, HO Security Department Manager (8319493516)

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

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

Respective bidders may mail their queries and suggestions for any changes required to be made in the tender/bid documents through email on ho.security@psb.co.in on or before 21.02.2025. No suggestion or queries shall be entertained after 21.02.2025.

**Corporate Office  
Punjab & Sind Bank**

**DISCLAIMER:**

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

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

Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender documents. No contractual obligation whatsoever shall arise from the Tender process until a formal

contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.

**(Signature with date and seal of the Bidder)**

## Scope of Work

### 1. Description of Services Required:

S No	Description of Work/Services	Duration
(a)	Comprehensive Annual Maintenance Contract of CCTV system-Maxpro NVR, Workstation, Server, PTZ, POE switch (make Honeywell)	24 Months
(b)	Comprehensive Annual Maintenance Contract of Addressable Fire Alarm System with Public Address System (Notifier/ Honeywell Make)	

2. **Date of Commencement of Contract** The contract will commence from first day of the following month of conclusion of contract or from the date as agreed by both the parties to the contract.

3. **Period of Contract**. The contract will be valid for a period of 24 months (two years) with an option to extend it for another one years at same terms and conditions subject to satisfactory performance of the Private Security Agency. The firm has to give its willingness to extend the contract in writing on its letter head duly signed by an authorised person. However, the end decision to extend the contract is at sole discretion of the Bank. The vendor at any given point of time cannot dictate the Bank for extension of contract despite, the performance of vendor being satisfactory during currency of contract. The decision of the Bank will be final on extension of the contract.

4. **Inventory List**. The details of the equipment's/items/devices installed in Closed Circuit Television surveillance system and Addressable Fire Alarm System with Public Address System is placed at Annexure-01 & Annexure-02 of this tender.

### CCTV Inventory list (**Annexure-01**)

S.N.	DEVICE	MODEL	QTY
1	CCTV	HC30W45R2	40
2	PTZ	HDZI454DIK	5
3	LED DISPLAY 55 INCH	SAMSUNG	4
4	POE SWITCH 24 PORT	CISCO	3
5	MAXPRO-WORKSTATION	3660 DELL I7	2
6	MAXPRO-NVR	POWER EDGE-T440	2
7	HARD DISK	40 TB	40 TB
8	PC MONITOR 28 INCH		2

## Fire Alarm & Detection system inventory list (Annexure-02)

S.N.	DEVICE	MODEL	QTY
1	MAIN FIRE ALARM PANEL	NFS2-3030 + DVC	1
2	PHOTO THERMAL DETECTOR	FSP/951T	188
3	MANUAL CALL POINT	F-MCP-GLASS	8
4	HOOTER CUM STROBE	SYS/HS	8
5	CONTROL MODULE	FCM/1 + FRM/1	57
6	DUCT DETECTOR	FSP/951 + DNR + DST	16
7	FAULT ISOLATER MODULE	ISO/X	14
8	TELEPHONE JACK	FPJ	8
9	REPEATER PANEL	LCD-160	3
10	GRAPHICS SYSTEM	OW-LITE-NW	1
11	RESPONSE INDICATOR		112
12	PA CONTROLLER	EVAC-PRO-G2	1
13	PA AMPLIFIER	HN-IA480	4
14	PA CALL STATION	EVACPRO-MIC 1	1
15	PA SPEAKER	HN-CL06-E	154

## **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.

1. **Comprehensive Annual Maintenance Contract (CAMC)**. The service provider will provide the Comprehensive Annual Maintenance of CCTV system-Maxpro NVR, Workstation, Server, PTZ, POE switch (make Honeywell) and Addressable Fire Alarm System with Public Address System (Notifier/ Honeywell Make) for 24 months. The CAMC will cover repair, maintenance and replacement defective parts of the equipments/systems with new parts of same or equivalent make and specifications at no additional cost to the bank. The CAMC services would be provided in two distinct ways:

(a) **Preventive Maintenance Service**: The service provider will provide a monthly Maintenance Service visits during the currency of contract to the Corporate 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 24 hours, if there is no replace 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 90 % per year is to be ensured. This amounts to total maximum downtime of 36 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 AMC period, the Seller shall carry out all necessary servicing/repairs to the equipment/system under AMC 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.

2. **Authorisation Certificate**. This work involves Comprehensive Annual Maintenance Contract (CAMC) of Closed Circuit Television (CCTV) Surveillance System, Make Honeywell and Addressable Fire Alarm System including Public Address System, Make Notifier. Hence, the service providers, if not the OEM, **shall submit an authorisation certificate issued by the OEM to undertake** this Comprehensive Annual Maintenance Contract of aforesaid systems installed at multi-storeyed building of Punjab & Sind Bank, Corporate Office, Block 3, NBCC Office Towers, East Kidwai Nagar, New Delhi –110023.
  
2. **Back End Support**. The service providers should submit the documents for back end support from the OEM before award of work.
  
3. **Verification of Inventory**. List of items/equipment's/ devices installed pertaining to CCTV & Addressable Fire Alarm System and Public Address System is placed at Annexure-01 & Annexure-02. The service providers are advised to verify the inventory on-site, variation if any, may be intimated to HO Security Department, Punjab and Sind bank for verification and incorporation.
  
4. **Inventory cum Maintenance Register**. After award of contract to the successful service providers, the agency will have to prepare the Inventory cum Maintenance Register containing complete details of material of complete CCTV & Fire alarm system indicating all types of devices, locations, models of device, present status of the device and number of devices. Such register will be required to be countersigned by the authorised representative of HO Security Department Punjab and Sind Bank after completion of preventive maintenance on monthly basis.
  
5. **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 successful monthly Mock drills and testing of the systems.
  
6. **Genuine/ Original Spare Parts**. The complete Closed Circuit Television (CCTV) Surveillance System and Addressable Fire Alarm System and installed within the multi-storeyed wings of Punjab & Sind Bank, Corporate Office, Block 3, NBCC Office Towers, East Kidwai Nagar, New Delhi – 110023 premises are Honeywell and Notifier make, so its required all the spares used during the rectification of defect should be Honeywell/NOTIFIER make/models or as recommended make by OEM.
  
7. **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.

8. **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.

9. **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 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 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.

10. **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 only with the selected service provider and will give instructions to it only and will have nothing to do or concerned with the conditions of the employment of the personnel /employees and deployed by the selected service provider.

11. **Payment Schedule.** No advance payment will be made to the selected bidder. The payment will be made on monthly basis. 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 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.

## **General Conditions of Contract**

1. **Language of Contract.** Unless otherwise stipulated in the SCC, the contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.
2. **The Entire Agreement.** This Contract and its documents 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 Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract.
4. **Parties.** The parties to the contract 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 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.

(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 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 providers 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 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 its Subcontractors 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 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 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 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 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 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 only 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(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(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 Director General Resettlement Guidelines, 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 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-contractors or other associates. The service provider, its employees, agents, and subcontractors performing under this Contract are not employees or agents of the Procuring Organisation or Bank or Central or State Government or their agencies/ Enterprises, simply by Services delivered under this Contract.

(b) **Obligations of the 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. Only 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. **Compliance with service provider's Request:** The bank shall furnish with reasonable promptness, after receipt of the service provider's request, additional instructions regarding procedures, specifications or otherwise, necessary for the proper performance of the Services or any part thereof. All such procedures, specifications and instructions shall be consistent with the contract Documents and reasonably inferable from them.
24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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 only on the latter submitting a GST compliant Bill/ invoice indicating the appropriate HSN code and applicable GST rate thereon duly supported with documentary evidence as per the provision of relevant GST Act and the Rules made there under. The delivery of Services shall be shown being made in the name, location/ state, and GSTIN of the beneficiary of the Services only, the location of the procurement office of the Bank has no bearing on the invoicing. (b) While claiming reimbursement of duties, taxes etc. (like GST) from the Bank, as and if permitted under the contract, the 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 only on the nett balance payment due. Statutory Variation Clause: Unless otherwise stated in the contract, statutory increase in applicable GST rate only during the original delivery period shall be to Bank's account. Any increase in the rates of GST beyond the original completion date during the extended delivery period shall be borne by the 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 only, against documentary evidence, provided such an increase of GST rates takes place after the last date of bid submission.

31. **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 finalisation 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.

32. **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.

33. **Approval Only by Completion Certificate**: No certificate other than completion certificate referred to in sub-clause above shall be deemed to constitute approval of any service or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof or

of the accuracy of any claim or demand made by the 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.

34. **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.

35. **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.

36. **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.

37. **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.

38. **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.

39. **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.

40. **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.

41. **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.

42. **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.

43. **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.

44. **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.

45. **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.

46. **Notice for termination of Contract.** The Bank reserves the right to terminate the contract, in whole or in part for its (the Bank's) convenience or frustration of Contract as per sub-clause below, by serving written 'Notice for Determination of Contract' on the 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 the frustration of the contract. The notice shall also indicate inter-alia, the extent to which the service provider's performance under the contract is terminated, and the date with effect from which such termination shall become effective. Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue after that to the Parties. Unless otherwise instructed by the Bank, the 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 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 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.

47. **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.

48. **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.

49. **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 Process or to otherwise influence the Tender Process;

(c) **“Fraudulent practice”** - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information, for participation in a tender process or to secure a Contract, or in the execution of the contract;

(d) **“Anti-competitive practice”**

- any collusion, bid-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more service providers, with or without the knowledge of the Bank, that may impair the transparency, fairness, and the progress of the Tender Process or to establish bid prices at artificial, non-competitive levels;

(e) **“Coercive practice”** - harming or threatening to harm persons or their property to influence their participation in the Tender Process or affect the execution of a contract;

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

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

50. **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 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 Processes. Failure to do so shall amount to a violation of this code of integrity.

51. **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/ 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. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the 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 RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only 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)**

<b><u>S No</u></b>	<b><u>Information Regarding</u></b>	<b><u>Remarks</u></b>
1.	Name & Address of the Registered Office of the service provider /Vendor	
2.	PAN No	
3.	GST Number	
4.	Manufacturer Authorization Form issued by OEM i.e M/s Honeywell / Notifier	
5.	Undertaking for this work from OEM for unconditional technical support throughout the period of contract for useful life of the system	
6.	Undertaking for this work from OEM for providing all the spare parts required for healthy operations/functioning of the equipment for the period of contract system	
7.	Satisfactory Performance Certificate (three in number), where the vendor has provided services of similar nature for equipment's/ systems of same make.	
8.	Earnest Money Deposit of Rs----- or exemption certificate, if any	
9.	Details of OEM certified Engineers for CCTV system based in Delhi NCR (certificates to be enclosed)	
10.	Details of OEM certified Engineers for Addressable Fire Alarm System including Public Address System based in Delhi NCR (certificates to be enclosed)	

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

S No	Description of Work/Services	Duration	Rate
(a)	Comprehensive Annual Maintenance Contract of CCTV system-Maxpro NVR, Workstation, Server, PTZ, POE switch (make Honeywell)	12 Months	
(b)	Comprehensive Annual Maintenance Contract of Addressable Fire Alarm System with Public Address System (Notifier/ Honeywell Make)		
(c)	Total Price for 12 Months		
(d)	GST @ -----		
(e)	Total Price including GST for 12 months		
(f)	Total Price including GST for 24 Months		

Bid is valid for----- days from \_\_\_\_\_

## 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 CAMC at Corporate Office \_\_\_\_\_ Punjab & Sind Bank. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or service provider (s).

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

### Section 1 - Commitments of the Principal

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

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

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

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

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 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 process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(b) The Bidder(s)/ 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 cartelisation 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 proposals 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 only.

(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 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 process or take action as per the procedure mentioned in the "Guidelines on Banning of business

dealings". Copy of the "Guidelines on Banning of business dealings" is placed at (page nos. 8-17).

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

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Bidder liquidated damages.

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

1. The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

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

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

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

#### **Section 8 - Independent External Monitor**

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

Sh/Smt \_\_\_\_\_

\_\_\_\_\_  
Email: \_\_\_\_\_ Mob: \_\_\_\_\_

1. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/ 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-contractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ service provider(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform MD & CEO, Punjab & Sind Bank and recuse himself / herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the 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 proposals for correcting problematic situations.
8. If the Monitor has reported to the MD & CEO, Punjab & Sind Bank, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the MD & CEO, Punjab & Sind Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

#### **Section 9 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the 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)  
provider)

(For & On behalf of Bidder/ service

(Office Seal)  
Place

(Office Seal)  
Place

Date

Date

Witness 1: \_\_\_\_\_  
(Name & Address) \_\_\_\_\_

Witness 1: \_\_\_\_\_  
(Name & Address) \_\_\_\_\_

Witness 2: \_\_\_\_\_  
(Name & Address) \_\_\_\_\_

Witness 2: \_\_\_\_\_  
(Name & Address) \_\_\_\_\_

## DEED OF INDEMNITY

(To be executed on stamp paper of requisite value)

This Deed of Indemnity is executed at -----(at place of execution where indemnity is signed) on the \_\_\_\_\_ day of \_\_\_\_\_ 2020 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 CAMC services in Punjab & Sind Bank, ZO-\_\_\_\_\_.

WHEREAS

1. The Obligor has

- (a) Offered to Punjab & Sind Bank the service(s) as stated under Scope of Work of Tender
- (b) Represented and warranted that it has all permissions, consents, approvals and license from all authorities, both regulatory / statutory and non-regulatory, for executing the services as stated in the Contract dated...../Tender
- (c) Represented and warranted that the aforesaid services offered to Punjab & Sind Bank do not violate any provisions of the applicable laws, regulations or guidelines. In case there is any violation of any law, rules or regulation, which is capable of being remedied the same will be got remedied immediately during the implementation, maintenance and contract period to the satisfaction of Punjab & Sind Bank;
- (d) Represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such Contract with Punjab & Sind Bank;

2. Punjab & Sind Bank, relying and based on the aforesaid representations and warranties of the Obligor, has agreed to avail the services from the Obligor on the terms and conditions contained in its Contract dated (the Contract) with the Obligor;

3. One of the conditions of the aforesaid Contract/Tender is that the Obligor is required to furnish an indemnity in favour of Punjab & Sind Bank indemnifying the latter against any loss, damages or claims arising out of any violations of the applicable laws, regulations, guidelines during the execution and rendering/delivery of service(s) to Punjab & Sind Bank and/or due to breach of terms and conditions

of the Contract by the Obligor and/or on account of misconduct, omission or negligence or otherwise by the Obligor.

4. In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of Punjab & Sind Bank as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER: -

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

1. The Obligor shall, at all times hereinafter, save and keep harmless and indemnified Punjab & Sind Bank, including its respective directors, officers, employees, agents and representatives and keep them indemnified from and against any claim, costs, charges, damages, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the Contract and any loss or damage caused from and against all suits and other actions that may be instituted taken or preferred against Punjab & Sind Bank by whomsoever and all losses, damages, costs, charges and expenses that Punjab & Sind Bank may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws and also from the environmental damages, if any, which may occur or result from the terms of the Contract.

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

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

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

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

6. This deed of indemnity shall survive the Contract.

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

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

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

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

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

(Name of the Bank)

Witness:

1.

2.

