



E-TENDER FOR ENGAGEMENT OF SERVICE PROVIDER FOR HIRING OF 10 NO'S DRIVERS FOR OFFICE USE ON CONTRACT BASIS AT PUNJAB & SIND BANK, CORPORATE OFFICE, NBCC OFFICE COMPLEX, PLATE-B, BLOCK-3, EAST KIDWAI NAGAR, NEW DELHI-110023.

Tender Reference Number: - LMV/DRIVER/24-25/02

IMPORTANT DATES	
DATE OF ISSUE OF TENDER	19.03.2025
LAST DATE OF SUBMISSION OF QUERIES	24.03.2025 up to 17:00 hrs
DATE OF PRE-BID MEETING	25.03.2025 at 11:30 hrs.
LAST DATE OF SUBMISSION OF TENDER	29.03.2025 up to 17:00 hrs.
DATE OF OPENING OF TENDER	29.03.2025 at 17:30 hrs.

OFFICE ADDRESS:

Punjab & Sind Bank
HO Premises Department
Corporate Office, Plate-B
Ground Floor, Office Block-3
NBCC Commercial Complex,
East Kidwai Nagar, New Delhi – 110023
Tel. No. 011 - 40175100
E-mail :- ho.premises@psb.co.in

The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this RFP Document and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever and without any cost or compensation therefore. This document is prepared by Punjab and Sind Bank for **NOTICE INVITING TENDER FOR ENGAGEMENT OF SERVICE PROVIDER FOR HIRING OF 10 NO'S LMV (Light Motor Vehicle) DRIVERS ON CONTRACT BASIS.**

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PUNJAB & SIND BANK

NOTICE INVITING TENDER (NIT)

NOTICE INVITING TENDER FOR ENGAGEMENT OF SERVICE PROVIDER FOR HIRING OF 10 NO'S LMV (Light Motor Vehicle) DRIVERS ON CONTRACT BASIS.

- a) Punjab and Sind Bank invites tenders through Government e-marketplace (GeM) only from reputed, experienced and financially sound service providers to provide Light Motor Vehicle (LMV) Drivers at Punjab and Sind Bank, Corporate Office, Plate-B, Ground Floor, Office Block-3, NBCC Commercial Complex, East Kidwai Nagar, New Delhi -110023 in Two Bid System i.e. Technical Bid & Financial Bid.
- b) Bank may initially hire 10 No's of LMV (Light Motor Vehicle) drivers under skilled category.
- c) The actual requirement may increase or decrease during the contract period at the same rate and terms & conditions.
- d) Agencies having minimum 03 (Three) Years of experience in providing such type of services of LMV (Light Motor Vehicle) Drivers in PSUs/Banks/Government/Public Sector/Listed Companies, shall be considered for pre-qualifications.
- e) Bank reserves the rights to modify, expand, restrict, scrap, and re-float the tender without assigning any reasons.
- f) The initial contract for work shall be awarded for a period of 01 (One) Year, that may be further extended and renewed for consecutive two years (for each year separately) based on the lowest quotes & depending upon the satisfactory performance of the Agency, solely at the discretion of the Bank.
- g) Tender documents are available on GeM (Government e-marketplace), CPPP Portal & Bank Website (<https://punjabandsindbank.co.in>).
- h) Key dates for the tender is as follows:

Date of Issue of Tender	19.03.2025
Last date for Submission of Queries	24.03.2025 up to 17:00 hrs
Date of Pre Bid Meeting	25.03.2025 at 11:30 hrs.
Last date and time for Submission of Bid	29.03.2025 up to 17:00 hrs.
Date of opening of Technical Bids	29.03.2025 at 17:30 hrs.

- i) **The service providers are requested to go through the tender enquiry document carefully and submit the tender on GeM portal only.**
- j) The Technical Bid means this tender document, excluding Financial Bids.
- k) Financial Bid should only indicate prices filled be provided in the tender documents along with commercial terms and conditions.
- l) The service providers are expected to furnish all the information asked for, sign all the pages and submit the tender i.e. Technical Bid, EMD and the Financial Bid.

ELIGIBILITY CRITERIA

CRITERIA	DOCUMENTS REQUIRED
a) The Service Provider may be a Government Organization/PSU/ PSE/ Proprietorship/Private /Public Limited Indian Company/registered Partnership Firm/LLP under Indian Laws, and registered in NCR (National Capital Region) only.	In case Service Provider is a Private Ltd. Company/Public Ltd. company, shall submit the Certificate of Incorporation, Memorandum of Association and Articles of Association. In case of Partnership firm, Registered Partnership deed and certificate of Registration shall be submitted. In case of Proprietorship firm certificate of registration
b) The bidder should have minimum 3 (Three) years satisfactory experience in providing minimum 3 (Three) Drivers (LMV) Services in reputed Govt./ PSU/ Banks/ Pvt. Ltd./Listed Co./ anywhere in India.	Work order reference and details (Submit copy of work order) & Completion Certificate issued reputed Govt./ PSU/ Banks/ Pvt. Ltd./Listed Co./ (anywhere in India) during the last 3 years (minimum) ending 28.02.2025 should be provided. The scope of works carried out, period of contract, Staff employed and value of work should be clearly defined. Similar work means providing Drivers (LMV) services.
c) The average annual turnover for financial year 2021-22, 2022-23, 2023-24 should not be less than Rs. 20 lacs.	Submit CA Certificate/CA certified Financial Statements as documentary evidence. CA certificate in the letter head of the Auditor Firm should invariably contain UDIN number.
d) The service provider should have registered with the following statutory authorities :- E.S.I.C., E.P.F, Income Tax, GST, registration certificate under Contract labor (R & A) Act 1970 and Central Rules 1971 etc.	Photocopies of valid registrations/ license and latest Challan's should be furnished with the Tender. Breakup of Labor rates in compliance of Minimum wages as per Government of India, Ministry of Labor & Employment, Office of the Chief Labor Commissioner (C). (Delhi)

Note: Documentary evidence like certificates etc. must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

Yours faithfully,

1. DETAILS OF BID SUBMISSION:

- a) Bids are invited from the service provider who has office registered in NCR only. An attested copy of the Registration Certificate (NCR Region only) should be enclosed along with the tender.
- b) The service provider should furnish its own Bank Account & GST details.
- c) Self-Certificate that the firm has not been blacklisted/Bankrupt/litigation/Arbitration by any central Government Department/ Ministries/PSU's/Banks/ Pvt. Ltd./ etc. should be enclosed.
- d) The service provider shall be liable for payment of any or all taxed etc., now in force or imposed by the Central/State Government/UT or by any other authority with respect to/or covered by wages, salaries, or other compensations paid or payable to persons employed by the service provider.
- e) Agencies should have sufficient numbers of drivers having experience of driving.
- f) The firm should ensure that the drivers employed hold valid driving license, are well trained, well behaved, reasonably educated and conversant with traffic rules & regulations. The renewal of the driving licenses & police verification will be the responsibility of the employer.
- g) Each driver employed by the firm must have a cell phone/uniform/employee ID while on duty.
- h) Punctuality will have to be ensured and log book shall be maintained by the drivers for this purpose. The driver should not leave the office without prior permission of the concerned department.
- i) Bank will not bear any personal expenses or travelling allowance (TA).
- j) The firm should inform in advance the bio-data of all drivers who would be deployed on duty.
- k) Shifting/changes are not allowed without the prior consent of concerned department. In case of reliever driver, the driver should have the proper proof of identification and deputation letter from the service provider. Declaration from the service provider on their letter-head stating that the drivers provided are of Good Character, has police verification, have valid driving license and are aware of the roads of Delhi/NCR is required.
- l) Bank will not responsible for the driver's injury/casualty, disablement, or loss of life.
- m) The driver provided by the contractor should fulfil the following conditions:
 1. Shall not smoke/chew pan/ pan masala/ tobacco/ consume alcohol.
 2. Should be conversant with the local routes of all banks offices within Delhi & NCR.
 3. Should not indulge in any activity inimical to security of the officers travelling in his car.
- n) The service provider should have an adequate numbers of telephones for contact & a valid mail id. A daily record indicating time and movement of vehicle shall be maintained by the driver in a log book in a format as per banks instructions.

- o) The Bank also reserves the right to amend the tender prior to the last date for bid-submission. The Bank may at its discretion, extend the last date for bid-submission on any justified ground.
- p) The bids not accompanied by the EMD in the form of Demand Draft/FDR/RTGS/NEFT (**Beneficiary Name: RTGS NEFT OUTWARD PARKING ACCT, A/c No. 90065040050003, IFSC: PSIB0009006**), in the name of Punjab & Sind Bank payable at Delhi, of requisite amount shall be out rightly rejected.
- q) The Service provider shall bear all the costs associated with the preparation and submission of bid and Punjab & Sind Bank or its any employee will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- r) Application/Tender document is non-transferable. Tenders received from Tenderer(s) in whose name Tender Document has been issued shall only be considered.
- s) Bank reserves the rights to modify, expand, restrict, scrap, re-float the tender without assigning any reasons.”

Note: Bids are to be submitted on GeM portal only. Offline Bids will not be accepted.

2. AUTHORITY TO SUBMIT BIDS:

- a) Only authorized personnel of the agencies/firm or organization shall sign the bid.
- b) In case the principal service providers authorize their business partners to bid on their behalf, a separate authorization letter as per format (Letter of Authorization to bid) enclosed, along with a commitment to fulfill the terms of tender should be submitted.
- c) The certified photocopy of Resolutions/Authority/ Power of Attorney having authority to authorize the person to submit Bid documents on behalf of the company should be submitted.

3. EARNEST MONEY:

- a) Earnest Money of **Rs. 80,000/- (Rs. Eighty Thousand Only)** also be deposited in the shape of FDR/DD/RTGS/NEFT (**Beneficiary Name: RTGS NEFT OUTWARD PARKING ACCT, A/c No. 90065040050003, IFSC: PSIB0009006**), in the name of **‘PUNJAB & SIND BANK, Payable at Delhi.**
- b) No interest would be payable on the earnest money deposit amount.
- c) This amount would be forfeited if the service provider withdraws his bids during the period of bid validity.
- d) In the event of non-submission of earnest money deposit, the proposal would be rejected.
- e) EMD would be released to the unsuccessful bidders after signing of the contract agreement with L1 bidder and finalization of Bank’s internal procedures for the same.
- f) EMD of the successful bidder shall be released after submission of the Performance Bank Guarantee.

g) As per OM No F.20/2/2014-PPD (Pt.) dated 25.07.2016 and 20.09.2016, Firms recognized as Start-ups by Department of Industrial Policy & Promotion (DIPP) are exempted from submitting Earnest Money Deposit (EMD) and Tender Fee / Cost.”

4. BID Validity:

The Bids shall be valid for a period of 90 days from the date of submission of bids. A bid valid for a shorter period shall be rejected by the Bank as non-responsive.

5. PRE-BID MEETING:

A pre-bid meeting will be held on 25.03.2025 at 11.30 A.M. at the following address to clarify doubts or queries if any, of the prospective service providers.

**Punjab & Sind Bank
HO Premises Department
Corporate Office, Plate –B
Office Block-3, NBCC Commercial Complex
East Kidwai Nagar
New Delhi – 110023.**

The prospective service providers shall give in writing the points on which clarifications are required by them, sufficiently in advance. Clarifications/ details furnished by the Bank in writing alone shall be binding and shall form part of the tender document.

Clarifications are to be requested by prospective service providers in the following format (in word document) through e-mail ho.premises@psb.co.in, only. The last date of submission of queries is **24.03.2025 up to 05:00 P.M.**

S. No.	TENDER Clause No/Page No	TENDER Term	Service providers Request for following Clarifications

Changes if any made in the tender conditions, consequent to the pre-bid meeting will be informed to the service providers participated in the pre-bid meeting besides uploading the corrigendum on Bank’s website www.punjabandsindbank.co.in. Hence the service provider shall keep visiting the GeM (Government e-marketplace) Portal for changes if any made in the tender documents.

6. BID OPENING:

- Bank will open the bids, on 29.03.2025 at 05:30 PM. In the event of the specified date of bid opening being declared a holiday for Bank, the bids shall be opened at the appointed time on next working day.
- The tenders received within the due date and time only will be considered for evaluation.
- Any incomplete or ambiguous terms/conditions/quotes will disqualify the offer.**

7. CLARIFICATIONS OF BIDS:

To assist in the examination, evaluation and comparison of bids the Bank may, at its discretion, ask the service provider for clarification and response shall be in writing and no change in the price or substances of the bid shall be sought, offered or permitted.

8. SIGNING OF CONTRACT:

The successful service provider(s) shall be required to enter into a contract with Punjab & Sind Bank within 7 days of the award of the tender/ Letter of Intent or within such extended period as may be specified by The Assistant General Manager, Punjab & Sind Bank, HO - Premises Department, Corporate Office, New Delhi.

9. AUDIT and DISCLOSURE:

- i. Bank reserves the right to conduct an audit / concurrent audit of the services provided by the successful bidder.
- ii. The successful bidder shall allow the Reserve Bank of India (RBI) or persons authorized by it to access Bank's documents, records or transaction or any other information given to, stored or processed by the successful bidder within a reasonable time failing which the successful bidder will be liable to pay any charges / penalty levied by RBI.
- iii. Further, the selected Service Provider shall acknowledge that all material information which has or will come into its possession or knowledge in connection with the performance of services, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to PUNJAB & SIND BANK. The vendor shall agree to hold such material and information in strictest confidence and not to make use thereof other than for the performance to release it only to employees requiring such information and not to release or disclose it to any other party. The vendor shall agree to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information can be fully satisfied.

10. COMMENCEMENT OF WORK:

- a) The date of commencement shall be the date on which work is actually taken up at site.
- b) The service provider shall have to engage LMV (Light Motors Vehicle) driver at site within 7 days from the date of acceptance of letter of intent.
- c) If the service provider fails to do so, the Bank shall forfeit the Performance Bank Guarantee, submitted by the service provider.
- d) Letter of Intent (LOI) will be placed by the Bank after the successful contractor, signs the contract.

11. EMD & PERFORMANCE GUARANTEE:

- a) The Contractor, whose tender is accepted, will be required to furnish Performance Guarantee of 5% (Five Percent) of the initial contracted value. This guarantee shall be in the form of PBG/FD/DD/RTGS/NEFT, which shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations.
- b) Annual contract value shall be calculated as the actual basic cost offer per month including agency charges (as presented by the contractor in the monthly bills) *12.
- c) On completion of the contract period, the accounts of work shall be closed and the settlement for refund of excess Security Deposit received, if any shall be made.
- d) EMD will be released to service provider after receiving Performance Guarantee of 5% of contracted value from L1 bidder.
- e) It is agreed that the bank shall have the right to retain or refuse to pay the amount as mentioned hereinabove in full or in proportion thereof in the event of the service provider committing any breach or failure to comply with the any of terms and conditions of the agreement. The bank shall be the sole judge as to any breach or failure and extent of such breach or failure committed by the service provider and the amount retainable in respect thereof and the decision of the bank in this regard shall be final and binding on the service provider.

12. PERIOD OF RATE CONTRACT:

The rates quoted by the service provider shall hold till the expiry of the Contract Period. However, in case there is a revision of Minimum wages of Driver (Skilled Labour) as per rule of Govt. of India, Minimum Wages Act, and Ministry of Labour & Employment, the revision will be considered for enhancement in the agreed rates of the Drivers.

13. SPECIAL TERMS AND CONDITIONS:

- a) The Service provider shall attend to all emergency calls relating to assigned works promptly and in time bound manner.
- b) The service provider will have to work in close coordination with the designated Bank's officials at Corporate Office, East Kidwai Nagar New Delhi may modify working schedule/time as per the convenience of the Bank, if required. No extra claim whatsoever on this account shall be entertained.
- c) **Service/Agency Charges:** The service provider should quote the service charges as a percentage of monthly wage bills exclusive of GST **as per DoE OM No. F/6/1/2023-PPD, dated 06.01.2023**. If a bidder is found to have quoted less than the minimum service charges, then their bid will be summarily rejected.
- d) The Service provider agency shall maintain the following documentation and produce the same whenever requested for by the Bank.
 - Organizational structure and line of authority
 - Driver manual and all SOP (Standard Operating Procedures)

- List of Drivers
 - Description for each Driver
 - Maintaining records/ details of a) Complaint Book b) Duty Roster/Deployment Sheet of Drivers c) Accident / Theft Register e) Weekly Checklist for Drivers services
- e) The service provider agency shall submit the records/details as mentioned above along with the bills every month while claiming the payment for the contract.
- f) Contractor and his employees shall be subjected to verification of their character and antecedents by the Police, the cost of which shall be borne by the contractor. For security reasons, no contractor, or his employee shall be allowed to enter bank premises if their character antecedent's verification has not been cleared by the Police department. The contractor shall submit documentary proof of such clearance to the bank.

14. WORKFORCE ENGAGED BY THE SERVICE PROVIDER:

- a) The service provider shall deploy sufficient personnel for carrying out all types of services/works strictly as per stipulated frequency/time mentioned in the detailed scope of works.
- b) The personnel deployed shall be of good health and moral character, well behaved, obedient, experienced and skilful in their tasks.
- c) The personnel employed by the service provider shall compulsorily wear uniform prescribed by the Bank while on duty and shall always carry his / her Identity Cards.
- d) The cost of the uniform and the Identity Cards for the Staff deployed shall be borne by the service provider.
- e) The service provider agency shall co-ordinate and report to the concern officer in charge or Care Taker of the Bank and shall be available in Punjab and Sind Bank office premises at all times from the time of commencement of work (i.e. 9.00 am) till completion of all the works on that day as per the requirement of office/contract/Bank and shall be in uniform provided by the Agency.
- f) The Service provider shall be responsible for the payment of wages / dues to its employees. All liabilities arising out of violation of any local and Central Laws shall be the responsibility of the Service provider without encroaching upon the rights and liabilities upon the Bank in any manner.
- g) The Service provider shall furnish a detailed duty chart of the employees to be employed by him for various works enumerated in the scope of work and the same shall be approved by Bank at the beginning contract and shall maintain the same for every month thereafter.
- h) The Service provider shall not make any changes in duty chart without prior permission from the Bank during course of contract.
- i) The workmen of the Service provider should be conversant in Local Language/Hindi. The service providing agency shall have full control over the employees engaged. It shall be his duty

to give necessary guidance and directions to the workmen to carry out the jobs assigned to them effectively.

- j) Depending upon the exigencies and the requirements of the Bank the working hours and days of the workmen engaged by the Service provider will be suitably adjusted. In case of absenteeism on day by the personnel engaged, the Bank reserves the right to deploy any other person to get the work done. The amount to be deducted as penalty under such event for non completion of each/frequency of service are given above in the scope of work.
- k) The Bank reserves the right to reject any particular driver employed under the contract with the Bank without assigning any reason. In case Service provider fails to take action against the defaulter, the Bank reserves the right to take suitable/legal action against the Service provider and the driver concerned.
- l) In case of theft of any parts or vehicle takes place on account of the negligence on the part of the personnel deployed as driver by the Service provider. Amount for loss/theft will be recovered from the Service provider while settling the bill.
- m) Permanent addresses of all staff members along with references about their conduct from two persons residing in his/her area of living shall be produced by the Service provider to the Bank, before deployment so as to enable the Bank to locate them as and when required.
- n) The Service provider shall conduct his work so as not to interfere with or hinder with the operations of the Bank.
- o) The Service provider or its representative/s shall meet the Bank's representative/s regularly to take feedback regarding the services.
- p) The Service provider will also maintain a suggestion book and a complaint register to be produced to the designated Bank's official on weekly basis.
- q) The service provider shall alone, be solely responsible for redress of grievances/resolving of disputes relating to workmen deployed. Bank, shall in no way, be responsible for any damages, losses, FINANCIAL or other injury claims to any workmen deployed by the service provider in the course of his performing the functions / duties, or for payment towards any compensation.
- r) The service provider & its workmen shall not have any claim of Master and Servant relationship vis-a-vis Punjab & Sind Bank. They also shall not have any Principal and Agent relationship with or against the Bank. The workmen shall not be treated or considered as employees of the Bank and they shall not have any right to claim permanent employment with the Bank under any circumstances.

15. HEALTH & SAFETY MEASURES:

- a) The service provider shall ensure the Health & Safety measures of the employees.
- b) In case of exigencies/pandemic outbreak all necessary protection equipments and accessories are to be provided by agencies to their staff such as face masks, hand gloves, face shields etc. and necessary certificate from concerned competent authority regarding vaccination and antidotes etc.

16. LICENSES AND REGISTRATIONS:

- a) The Service provider should possess the requisite license under Contract Labour (R&A) Act issued by the Central Labour Commissioner for running the establishment at its own cost. The Bank shall not be responsible in any way for any breach by the Service provider of the rules and regulations governing the running of such establishments.
- b) The Service provider shall register with the Registrar of concerned Central Labour Commissioner, Government of India (Ministry of Labour). Service provider shall follow all rules and regulations and other Statutory Acts/Regulations relevant to this contract including Works Contract Act, Minimum Wages Act, Provident Fund Act, ESIC etc.
- c) The Service provider must comply with all the legal direction and orders of the central /local / public authority or municipality and abide by their rules and regulations and pay all fees and charges for which they may be liable.
- d) Service provider shall, without fail, cover all the men deployed by him on this work with all risk policy, workmen compensation insurance and comprehensive third party insurance etc. Copy of the same will have to be submitted to the Bank before taking up the work. The Service provider shall arrange and pay for the policy under the Public Liability Insurance Act, 1991.
- e) The Service provider shall obtain adequate Insurance Policy in respect of his workmen engaged for the service toward meeting the liability of compensation arising out of death, injury/disablement at work etc. and shall regularly and punctually pay each and every premium as and when the same shall become due during the currency of these presents.
- f) The Service provider shall produce the license(s) permission etc. so obtained or furnish copies thereof as and when required by the Bank.
- g) All the Rules & Regulations regarding hygiene, health etc. issued by the State, Municipal Corporations, any other authorities shall be strictly adhered to by the Service provider.

17. PAYMENT TERMS AND CONDITIONS:

- a) No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.
- b) The rate quoted by the service provider shall hold good till the expiry of the contract period for one year and no enhancement in the agreed rates is allowed during the contract period.
- c) However, in case there is a Revision of Minimum Wages of manpower as per the rule of Govt. of India, Minimum Wages Act and Ministry of Labour & employment the revision will be considered for enhancement in the agreed rates of the manpower only. The rates contracted shall include all statutory taxes, minimum wages (as per Minimum Wages Act), and service charges.

- d) Working Hours of the drivers should be as defined in The Motor Vehicle Act, 1988 of Ministry of Road Transport and Highways
- e) Over time (Basis + DA) & outstation charges shall be paid on hourly basis as per Central Minimum Wages Act.
- f) Also, while submitting the bill for the next month, the services provider must file a certificate certifying the following:
 - i. Wages of workers were credited to their bank accounts on _____ (Acknowledgment by bank enclosed).
 - ii. ESI Contribution relating to workers amounting to Rs. _____ was deposited on _____ (Copy of Challan enclosed with contribution sheet).
 - iii. EPF Contribution relating to workers amounting to Rs. _____ was deposited on _____ (copy of the Challan enclosed with contribution sheet).
 - iv. We are complying with all statutory Labour Laws including Minimum Wage Act. The payment would be made on monthly basis on verification of attendance sheets, wage register, monthly ESIC/EPF/Service Tax/GST challan /Deployment sheets/ Duty Roster/Satisfaction Report duly signed by Bank Officer in-charge of the concerned area.
- g) While making such payment the Bank shall make the following deductions.
 - i. Tax deduction, if any, as applicable as per the Government rules.
 - ii. The amount equivalent to any damages/loss etc. caused to the Bank's Vehicle by the Drivers of the service provider.
 - iii. Any other charges, penalties and other deduction etc.
 - iv. The Bank reserves right to correct arithmetical errors or other errors in the matter in which the Bank consider suitable and deem fit. This adjustment shall be acceptable to and binding upon the Successful Bidder.

18. LIQUIDATED DAMAGES:

Whenever and wherever it is found that the services of driver is not up to the mark, it will be brought to the notice to service provider by the Bank Official and if no action is taken within same day, liquidated damages @ Rs.1000/- per complaint shall be imposed. The decision of Bank shall be final in this regard.

19. PENALTY:

The service provider's failure to maintain adequate numbers of drivers as per instruction will also attract a penalty of @Rs.1000/- per driver per day. This will be deducted from the monthly bill. Violation of traffic rules & regulations or penalty imposed by traffic police will be borne by driver/service provider.

20. SUBCONTRACTING:

Consortium/outsourcing/sub-contracting of any job or activity as per the Bank's Tender form is not allowed. The Firm/company or any of its partners/directors should not have been declared as defaulter with any organization.

21. TERMINATION:

- a) The Bank is entitled to terminate the contract before its expiry by serving one month's notice in writing in the event of the Service provider committing breach of any of the terms and conditions stipulated in it or if the services of agency are found unsatisfactory.
- b) In that event, Bank can affect the Risk Purchase. The said risk purchase will be adopted at the cost, risk and responsibilities of Service provider. The risk purchase will be made by inviting short term quotations. The excess expenditure incurred on account of this will be recovered from the Service Provider Security Deposit or pending bills or Earnest Money Deposit or through Court of Law or by raising a separate recovery claim. This procedure will be adopted after serving a Registered Notice to the vendor to seek his explanations within 07 days & if vendor fails to reply or is unable to explain up to the satisfaction of the bank.
- c) In case of such termination, Service provider shall not be entitled to any compensation by the Bank. During the currency of the contract, no fresh demand will be made by the Service provider on the Bank.
- d) On expiry or earlier termination of this agreement, the service provider including his staff and supervisors shall vacate the premises, provided however, he shall be entitled to remove only the machines/articles, belonging to the Service provider without in any way causing any damage to the said premises and the Bank's property thereon.
- e) The service provider agrees that if its service is not found acceptable to the bank or has violated any of the terms and conditions of this agreement, the Bank shall in its own discretion can debar/ black list the service provider and in such an event, the service provider shall be disqualified for participating in any future tenders floated by the Bank for any of its offices and subsidiaries.

Note: The above clauses are additional to the termination clauses mentioned in GeM's

"Tender for Engagement of Service Provider for Hiring of 10 No of LMV Drivers", which will also be Applicable.

22. CONTRACT RENEWAL/EXTENSION:

The initial contract for work shall be awarded for a period of one year that may be further extended and renewed for consecutive two years (for each year separately) on the same terms and conditions, depending upon the satisfactory performance of the Agency, solely at the discretion of the Bank. The contract may also be renewed for a fraction stroke part of the year provided the services are found to be satisfactory. License by the Service provider should renew and submitted on or before expiry of the License, granted by the Appropriate Authority under the Contract Labour (Regulation and Abolition) Act, 1970.

23. SERVICE PROVIDER'S PROFILE:

The Bidder have to submit Complete Company profile details in all respect with tender Document.

INDEMNITY:

Service provider shall indemnify, protect and save Punjab & Sind Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc or under the provisions of Payment of Wages Act 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, the Workmen Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefit Act 1961, Payment of Bonus Act 1965 or such other statutory infringements in respect of the services provided by him.

The service provider shall execute and furnish to Punjab & Sind Bank, a deed of indemnity in favour of the Punjab & Sind Bank in a form and manner, indemnifying the Bank its directors, employees, agents, its affiliates, subsidiaries, successors, assigns and representatives from and against any costs, loss, damages, expense, claims, litigations, suits, actions, judgments, and or otherwise including but not limited to those from third parties or liabilities of any kind howsoever suffered, arising out of or incurred inter alia during and after the Contract period. The provisions under this clause shall survive the termination of the Contract.

1. PUBLICITY:

Any publicity by the service provider in which the name of Punjab & Sind Bank is to be used should be done only with the explicit written permission of Punjab & Sind Bank.

2. FORCE MAJEURE:

The service provider shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that delays in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Service provider and not involving the service provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of god or of public enemy, acts of Government of India in their sovereign capacity, acts of war, acts of Punjab & Sind Bank either in fires, floods, strikes, lock-outs and freight embargoes.

If a Force Majeure situation arises, the Service provider shall promptly notify Punjab & Sind Bank in writing of such conditions and the cause thereof within **twenty calendar days**. Unless otherwise directed by Punjab & Sind Bank in writing, the Service provider shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case, the time for performance shall be extended by a period not less than the duration of delay. If the duration of delay continues beyond a period of three months Punjab & Sind Bank and the service provider shall hold consultations with each other in an endeavor to find a solution to the problem notwithstanding the above the decision of Punjab & Sind Bank shall be final and binding on the service provider.

3. JURISDICTION:

The court at Delhi only shall have jurisdiction to deal with and decide any legal matter whatsoever arising out of the contract in the event of placement of order.

4. BRIBES AND GIFTS:

Any bribe, commission, gift or advantages given, promised or offered by or on behalf of the service provider or his parties, agents or servant or anyone his or their behalf to any officer, servant, representatives or agent of the Bank or any other person on his or their behalf in relation to the obtaining or to the execution of this contract with the Bank shall in addition to any criminal liability which the service provider that may incur, will also be subject to the cancellation of this and all other contracts with the Bank and also to payment of any loss or damage resulting from any such cancellation thereof. Any question or dispute as to the commission of any offence under the present clause shall be settled by the Bank in such manner and on such evidence or information as the Bank may think fit and sufficient and the Bank's decision shall be final and conclusive in this regard.

5. CONFIDENTIALITY:

The selected Service Provider acknowledges that all material information which has or will come into its possession or knowledge in connection with this agreement or the performance hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to PUNJAB & SIND BANK. The vendor agrees to hold such material and information in strictest confidence and not to make use thereof other than for the performance of this agreement to release it only to employees requiring such information and not to release or disclose it to any other party. The vendor agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non- disclosure of confidential information under this agreement can be fully satisfied.

The selected successful bidder (L1) acknowledges that all relevant information pertaining to this bid and contract related to this bid shall be made available to RBI and auditors for scrutiny as and when requested by such authority.

6. RESOLUTION OF DISPUTE:

Punjab & Sind Bank and the service provider shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after 30 days from the commencement of such informal negotiations, Punjab & Sind Bank and the service provider are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All disputes, differences, claims and questions whatsoever arising from this Agreement between the parties and/or their respective representatives touching these presents or any clause or thing contained therein or otherwise in any manner relating to or arising from these presents shall be referred to the Arbitration.

Any party desirous of making a reference to the Arbitrator shall give fifteen days Registered Acknowledgement/Due notice of his intention to do so to the other party at his usual place of business or residence or of the place of their last notified address and the notice shall be deemed to have been served when it would ordinarily have been served when it would ordinarily have been sent by post.

Arbitration shall be held in Delhi and be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator. The language of the Arbitration shall be English.

Subject to the above, the courts of law at Delhi alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction.

Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The Service Provider shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

Authorized Signatories
(Name and Designation, seal of the firm)

TENDER OFFER

The Assistant General Manager
HO Premises Department,
Punjab & Sind Bank,
Corporate Office, Plate-B, Ground Floor, Office Block-3
NBCC Commercial Complex,
East Kidwai Nagar, New Delhi – 110023.

Dear Sir/Madam,

1. I/we, examined the conditions of contract, general terms & conditions and Nature of the job/work, I/we submit our offer for the above job/work in terms the conditions of contract, specifications for the sum stated in this Tender Document or such other sum as may be ascertained in accordance with the said conditions of contract.
2. I/We have independently considered the amount of penalty to be levied in case of loss of any kind due to laxity on our side as per general terms & condition hereto and agree that it represents affair estimate of the loss likely to be suffered by us.
3. If this tender is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract agreement in the prescribed form. Unless and until a formal agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding contract between us.
4. We understand that if our tender is accepted, we are to be jointly and severally responsible for the due performance of the contract.

Signature of the Bidder with Seal

DEED OF INDEMNITY

This Deed of Indemnity executed at Delhi on the _____ day of _____ 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..... (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 Tender No [-----] dated [-----] (Tender) had invited Bids from the eligible Bidders for Rendering Service Providers for Hiring of 10 No’s of LMV (Light Motor Vehicle) Drivers for office use at Punjab & Sind Bank, Corporate Office, Ground Floor, Plate-B, Office Block-3, NBCC Commercial Complex, East Kidwai Nagar, New Delhi – 110023.

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 ownership of Punjab & Sind Bank or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defense 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 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) _____

Financial Bid Format

Description	Driver
Minimum Wages (as per the present rates fixed by Central Govt.)	
<u>PF@</u>	
<u>ESI@</u>	
<u>Bonus@</u>	
Uniform Allowance	
Total Wages (A)	

TOTAL COST OFFER	
Total (A) * 10	
TOTAL (in figures)	
TOTAL (in words)	
Agency Charges (% of TOTAL)	
GST/Any Other Charges	
GRAND TOTAL COST OFFER PER MONTH (in figures)	
GRAND TOTAL COST OFFER PER MONTH (in words)	
GRAND TOTAL COST OFFER PER YEAR (in figures)	
GRAND TOTAL COST OFFER PER YEAR (in words)	

Kindly note the following:

1. The vendors have to submit the above mentioned charges as per the above mentioned format only for the Minimum Staff strength required. No other format will be accepted in this regard.
2. Bank reserves the right to reject any or all bids without assigning any reason.
3. The above rates are quoted considering the Minimum Wages payable to personnel as per Minimum Wages notified by Central Govt., and increase in wages during the contract period. The rates quoted are all inclusive of aforesaid minimum wages, all types of services and their frequencies indicated in

Signature of the Bidder with Seal

SIGNING OF PRE-CONTRACT INTEGRITY PACT

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

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

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

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

Yours faithfully

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

PRE CONTRACT INTEGRITY PACT

Between

This pre-bid pre contract Agreement (hereinafter called the integrity pact is made on day ____ of the month of _____ 2025, between, on one hand, Punjab and Sind Bank, acting through Shri Gyasi Ram, Assistant General Manager, HO Premises Department 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/CONTRACTOR” 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 Engagement of Service Provider for Hiring of 10 No' LMV (Light Motor Vehicle) Drivers & 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 Contractor(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: -

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.

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.

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

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

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

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

a. The Bidder(s)/ Contractor(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)/ Contractor(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)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(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)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any similarly the Bidder(s)/Contractor(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)/Contractor(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)/ Contractor(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) /Contractor(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)/ Contractor(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)/Contractor(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)/Contractor(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 suspend and shall not be eligible to participate in the Tenders invited by Punjab and Sind bank, for a period of Two years from the date of such Suspension Orders.

(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 / Contractors / Subcontractors

(1) In case of Sub-contracting, the Principal Contractor 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 Contractors.

(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)/Contractor(s) /Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor 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. Details of the Monitors are given below:

(1) **Sh. Debal Kumar Gayen**
Email ID: gayen.dk@gmail.com
Mobile No. : 9831268698

(2) **Sh. Pramod Kumar Garg**
Email ID: pkgarg.1957@gmail.com
Mobile No. : 9810778058

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

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and

documents of the Bidders/Contractors as confidential. He/ she reports to the MD & CEO, Punjab & Sind Bank.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor 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)/ Contractor(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 Contractor. 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 Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months 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 Contractor 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 Bank)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place:

Date:

Witness 1: _____

(Name & Address) _____

Witness 2: _____

(Name & Address) _____

(APPLICANT NEED NOT TO FILL THIS. THIS IS TO BE FILLED BY THE SUCCESSFUL BIDDER WHILE ENTERING IN TO CONTRACT)**

ARTICLES OF AGREEMENT FOR ENGAGEMENT OF SERVICE PROVIDER FOR HIRING OF LMV (Light Motor Vehicle) DRIVERS CONTRACT.

THIS ARTICLES OF AGREEMENT made this _____ day of _____ Two Thousand Twenty-Five between the Punjab and Sind Bank, a body corporate Constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Corporate Office at New Delhi and any other places (hereinafter referred to as “the Bank”) which expression shall include its successor or successors and assigns of the ONE PART through the authorized officer Shri. Gyasi Ram (Asstt. General Manager).

AND

M/s. _____, having its Registered Office at _____, (hereinafter referred to as the “VENDOR”) of the OTHER PART through its authorized representative Sri. _____ . In consideration of the payments to be made to the Vendor as hereinafter provided the Vendor shall upon and subject to the said conditions carry out and complete the works shown upon in the tender condition etc. And such further detailed specification as may be furnished to the Vendor by the Bank. The Bank will pay annually to the Vendor, the Quoted sum of Rs. _____ (Rupees only) (hereinafter called the annual maintenance cost amount) which is ... % of the same project cost executed by the vendor under this rate contract, excluding tax portion and in the manner specified in the said conditions.

AND WHEREAS the Bank intend to enter into a contract for “Engagement of Service Provider for Hiring of 10 No’s of LMV (Light Motor Vehicle) Drivers”.

AND WHEREAS the “Hiring of LMV (Light Motor Vehicle) drivers” as per the specification, quantity, quality, price and other terms and condition of the tender have been signed by the parties here to and the vendor has agreed to execute the services upon and subject to the said conditions.

WHEREAS THE Contractor has deposited with the Security Deposit _____/- (Rupees _____) (i.e. 5% of total amount of one as Security Deposit.

AND WHEREAS said all the scheme of Engagement of Service Provider for Hiring of 10 No’s of LMV (Light Motor Vehicle) Drivers fixed terms and conditions is inclusive of the tender specifications, priced schedule of quantities and conditions mentioned herein have been signed by the parties hereto and the Contractor has agreed to execute the works upon and subject to the said conditions.

NOW IT IS HEREBY AGREED AS FOLLOWS:

- a. The contract would be for a period of 01 years which will automatically begin immediately after completion of the warranty period.
- b. Vendor have to sign a service contract with the Bank for undertaking the contract for providing drivers services.

- c. The duration of such contract would begin immediately after warranty period and would be for 01 years.
- d. While making payment for services cost GST* as applicable would be paid and TDS as applicable would be deducted.
- e. The contract agreement has to be executed on a non-judicial stamp paper of Rs.100/- value, which has to be procured by the vendor.
- f. After the execution of this agreement the retention money would be released by the Bank.
- g. All the services provided comes under this contract.
- h. During the contract period service provider is supposed to visit the bank as and when called upon.
- i. In case of absence of any driver alternative driver is to be provided with prior intimation to Bank.

The job of the Driver Services Contract, agreement and documents above mentioned shall form the basis of this contract and all disputes to be decided in the manner prescribed in the conditions attached hereto and in such cases decision of the Bank will be final.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first herein above written.

WITNESS

EXECUTANTS

A) BANK

1)

2)

* Common Seal

In case of the company, the common seal be affixed pursuant to resolution of Board of Directors in accordance with Articles of Association of the Company the directors etc., as the case may be affixing common seal may initial in token thereof and also by putting their names.

LETTER OF SELF- DECLARATION

(On Company's Letter Head)

No.

Dated: / /2025

The Assistant General Manager,
HO Premises Department,
Punjab & Sind Bank
Corporate Office, East Kidwai Nagar
New Delhi-23

Dear Sir,

Sub: Letter of Self-declaration.

We M/s (Name and address of the bidder) hereby declare that, we have not been declared to be ineligible / disqualified to participate for corrupt, fraudulent or any other unethical business practice and also have not been Blacklisted /Bankrupt/litigation/ removed by Public Organization during last 3 preceding years.

Yours faithfully,

Authorized Signatories

(Name and Designation, seal of the firm)