

PUNJAB & SIND BANK

E-TENDER NOTICE

HIRING OF 3 (THREE) CASH VANS ALONG WITH ONE DRIVER, TWO ARMED GUARDS (ESM), ONE LOADER FOR EACH CASH VAN FOR CURRENCY CHEST AMRITSAR

START DATE: 09.07.2024

CLOSE DATE: 29.07.2024

Punjab & Sind Bank invites applications on the prescribed format from reputed individual/firms to hire **3 (THREE)** Fortified Cash Vans along with one driver, two armed guards, one loader for each cash van for Punjab & Sind Bank Currency Chest **AMRITSAR** for carrying cash with Bank's Official and pick cash to/from branches under jurisdiction of **AMRITSAR** Zone under two bid system i.e. Technical Bid and Price Bid. Interested individual/firms fulfilling the minimum eligibility criteria may apply in prescribed format which may be downloaded from the bank's website www.punjabandsindbank.co.in=> Tender Section.

Place: AMRITSAR

Deputy General Manager

NOTICE INVITING E-TENDER

Punjab & Sind Bank invites applications on the prescribed format from reputed individual/firms to hire three Fortified cash vans along with one driver, two armed guards (ESM) & one loader for each cash van for Punjab & Sind Bank Currency Chest Asr for carrying cash with Bank's Official and pick cash to/from branches under jurisdiction of Asr Zone. Details of the tender are given below:-

1.	E-Tender reference	PSB/ZOASR/CASH VANE/E-TENDER
2.	Date of Issue of tender documents	From 09.07.2024 to 29.07.2024 From bank's website https://punjabandsindbank.co.in =>Tender Section.
3.	Name of Work	HIRING OF 3 CASH VAN ALONG WITH ONE DRIVER, TWO ARMED GUARDS(ESM) & ONE LOADER FOR EACH CASH VAN FOR CURRENCY CHEST, ASR
4.	Earnest Money Deposit (EMD)	Rs.10000/- (Rupees Ten Thousand only) in the form of Demand Draft issued by any Nationalized Bank/Scheduled Bank drawn in favour of "Punjab & Sind Bank" payable at Asr which shall be returned after successful completion of the tender.
5.	Security Deposit	Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only) in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or online payment in an acceptable form in favour of "Punjab & Sind Bank" payable at Asr
6.	Period of Contract	3 Years (Initial for one year and renewal subject to satisfactory performance)
7.	Last Date and time of receipt of tender bids	29.07.2024 up to 05:00 p.m.
8.	Bids are to be submitted online	https://psb.eproc.in (bidders has to submit the bid electronically)
9.	Date of opening of Bid (Technical Bids)	30.07.2024 at 03:30 p.m. Date and time of opening of price Bid will be announced at the time of opening of technical bids.
10.	Opening of Bids	Only eligible Bidders who will qualify in technical

	(commercial/price bids)	bid shall be informed (via E-mail/telephone) separately.
11.	Address for communication	Zonal Manager, Punjab & Sind Bank, Zonal Office, Hall Bazar, Asr. 143001
12.	e-mail address	zo.amritsar@psb.co.in , gagandeep.s@psb.co.in bharat.saini@psb.co.in
13.	Contact telephones/mobiles	AGM (Second Man) 99994-98491 Zonal Security Officer- 95985-00001

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

Bank has the right to accept/reject 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.

The tender documents can be obtained from the office of Zonal Manager, Punjab & Sind Bank at Zonal Office, Hall Bazar, Asr or can be downloaded from bank's website <https://punjabandsindbank.co.in>=>Tender Section.

Offers from firms not having own offices in the state of Punjab will not be considered.

Respective bidders may mail their queries through email on gagandeep.s@psb.co.in or bharat.saini@psb.co.in on or before 15.07.2024. No queries shall be entertained after 15.07.2024

**Zonal Manager
Punjab & Sind Bank
Zonal Office, Hall Bazar
Asr**

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

SECTION-I: SPECIFICATIONS FOR SPECIALLY DESIGNED & FABRICATED CASH VANS

1. To provide 03 Cash Vans services for Currency Chest, including two armed guards, one driver and one loader with each cash van.
2. The vehicles used for cash van services should be **new** at the time of start of the agreement and should not be older than three years for renewal of agreement.
3. The vehicle will normally be engaged during the banking hours (i.e. eight hours per working day). However, if required, the Bank has the right to call the vehicle on Sunday/holiday and at odd hours. The extra hours will be paid as per the agreement executed between the bank and the Outsourced Agency. With respect to mileage, if the total distance exceeds the stipulated limit, sum as agreed for extra km will be paid. Counting of kms will start when the vehicle reports to bank and end when the Bank releases the vehicle for the day.
4. The cash van should be a specially designed and fabricated Light Commercial Vehicle (LCV) with air conditioned cabin viz; Mahindra Bolero/TATA 407/ equivalent chassis, tubeless tyres, CCTV covering (Total 4 cameras out of which 01 for cash compartment, 01 for cabin, 01 at the front of the vehicle and one for covering the rear of the vehicle) and wireless (mobile) communication and hooters.
5. The price quoted should be inclusive of cost for providing one Air Conditioned Cash Van (Vehicle Make Mahindra Bolero/TATA 407/Force Traveller/Equivalent Chassis with a seating capacity of five personnel), one cash executive, two armed guards, one driver and one loader.
6. The cash van must have the standard fitting/facilities for transportation of cash in bulk quantity from Currency Chest to Branches and vice-versa. Valid fitness certificate must be available for the cash van. The fitness of the cash van before deployment will also be approved by the Zonal Manager in consultation with Zonal Security Officer.
7. It should be an LCV (Light Commercial Vehicle) with an Engine capacity of not less than 2200 CC, preferably Turbo charged.
8. Collapsible grill gate and metal doors at the rear to have independent locking system from inside and outside.
9. Inside partition with chain and locking facility to keep the boxes properly secured.
10. Should have tubeless tyres including stepney.
11. Complete tool kit containing jack and handle and tools to open wheels and minor repairs.
12. Factory fitted air conditioner.
13. Body should be of a sheet metal of minimum 19 Gauge, however the floor should be of minimum 16 Gauge check red plate.

14. Cash cage compartment should have door and grill gate.
15. Locking arrangement: One internal lock and 02 pads lock at the door of cash cabin.
16. All windows and wind screen should have anti-riot shield/wire mesh protection (of not more than 1 square inch) each window mesh should have a circular port – hole of dia. 6 inches for use of weapon.
17. Fire Extinguisher (ABC fire Extinguisher minimum 2).
18. Security Alarm System with panic switches and motorised siren.
19. Rear view-sliding slit in the driver's cabin to keep watch on cash boxes.
20. It should have mobile charging facility.

INSTALLATION OF CCTV SYSTEM/GPS IN CASH VANS

Cash Vans must be provided with the CCTV system with 30 days recording facility and 04 cameras. GPS tracking system with monitoring app with Currency Chest In-Charge and Zonal Security Officer.

1. **Installation:** CCTV system with GPS should be installed in the cash van in such a way that it provide maximum coverage and also ensure safety of the system. Following is a suggested layout:-
 - a) **Cameras:** Depending upon the size of the cash van, 4 CCTV cameras may be installed so as to cover the following locations:-
 - i. Cash cabin (where cash is stored) - 01
 - ii. Inside the crew cabin- 01
 - iii. Rear of the vehicle - 01
 - iv. Front of the vehicle - 01
 - b) **Digital Video Recording (DVR) & Monitor:-** DVR should be so located inside the drivers/armed guards/loaders cabin that it is hidden from the public view but at the same time there is convenience of handling/viewing the screen by the cashier/guard.
 - c) **Wiring:-** All wires must be put in conduit pipes (preferably aluminium) fitted with the body of the vehicle.
 - d) **Power Supply:-** CCTV system functions on 12v DC. The power supply to the system should be provided from the vehicle itself.

2. **Specification of CCTV System:-** The CCTV System is very fast evolving equipment with a very high degree of the obsolescence; hence, fixing the specifications would be detrimental to the Bank interests.

- a) **Colour IR Dome/Bullet Cameras:-** Within built self-illuminating LEDs with minimum of 20 meters range for outer cameras and 05 meters for inside camera.
 - i. Minimum – 3 MP.
 - ii. Varifocal Lenses – 2.1 to 3.6 mm.

- iii. Minimum Light – 0.1 Lux.
 - iv. 1/3 “Super HAD CCD (Sony).
 - v. Auto iris.
- b) **DVR (Dahua/HIK vision):-** Should have provision to fit in the Vehicle and following features:-
- i. Hard disk Minimum 2 TB – SATA 2 compliant.
 - ii. Recording Mode–Real time, Manual, Scheduled and Motion Detection with Alarm for all modes.
 - iii. Minimum acceptable recording storage: 30 days.
 - iv. FIFO (First in First Out) auto over write facility.
 - v. USB support – minimum 2 ports.
 - vi. Pre & Post Recording Facility.

The specifications mentioned above are minimum expected as per approved by the Bank. It is advisable to review these specifications, periodically.

SECTION-II: TERMS & CONDITIONS

1. The Outsourced Agency will do the modification(s) in the cash van (as required by the Bank) at its own cost.
2. Suitable light arrangements in drivers/armed guards/loaders, cash storage and rear guard compartments.
3. Antecedents of armed guards, drivers/armed guards/loaders s and loaders being employed by the Outsourced Agency or sub-contractor should be ascertained by the Outsourced Agency itself. The Outsourced Agency will provide the deployment letter for all cash van crew along with their bio-data, proof of identity with photographs, proof of residence duly attested to Currency Chest In-charge.
4. The Outsourced Agency will arrange for the police verification of all the personnel deployed by it in the cash van. A copy of the same will be handed over along with the deployment letter to the officer in-charge Currency Chest. The Outsourced Agency will be directly responsible for the action of its employees. The employee of the agency/company for this service will at no point of time claim to be employee of the Bank. Any problem arising on **account of police, transport authorities or unsocial elements** etc. shall be dealt by the agency/company at its own cost.
5. All the staff/crew deployed on the cash vans should be in uniform while on duty and must be issued with company’s identity cards duly authenticated by the executive/officer of the company. The cash van crew shall not be changed without prior permission of the In-charge of Currency Chest. **Standby Staff/crew is identified** for this purpose and their police verification must be available on record.
6. The Outsourced Agency will ensure that the cash van provided is in proper working condition. In case of a breakdown, the Outsourced Agency will provide replacement of the cash van of similar quality/features without any delay to ensure uninterrupted service at all times during the tenure of the contract. No overtime payment will be made in such situation.
7. Similarly, in case of absence of any of its employee(s), the Outsourced Agency will provide suitable replacement immediately. Further, the Outsourced Agency will provide male guards, drivers/armed guards/loaders s and loaders **between the age group of 35-55 years.**

8. The charges for fuel, oil, lubrications and maintenance shall be borne by the Outsourced Agency. No hike on account of fuel, oil, lubrications shall be given by the Bank within the period of contract. It shall only be considered at the time of renewal of the contract, if any, between both the parties as mutually agreed upon.
9. The Outsourced Agency should be registered with the Police & State regulators as applicable for providing cash van services. Kindly submit copy of police license and registration letter.
10. The vehicle registration, insurance, vehicle pollution certificates, road tax, permit if any, will be arranged by the company/agency at its own cost. The drivers will carry the driving license and relevant documents (in original) in the vehicle. A photocopy of these documents will be handed over **to the Currency Chest In-Charge**. All such documents will be renewed well in time by the company at its own cost.
11. The Outsourced Agency will arrange for the payment of the toll tax as and when required. However, it may claim it along with the monthly bills.
12. The Outsourced Agency shall at all time during the subsistence keep the vehicle in road worthy conditions and shall follow all the rules regarding emission norms.
13. The Outsourced Agency will maintain a log book for recording the details of daily run. All the repairs whether it is major or minor including routine servicing and change of major spares of the vehicle will be entered in the log book. The drivers/armed guards/loaders also must **know how to tackle and rectify minor fault(s)** of routine nature. The drivers/armed guards/loaders of the cash van will get the log book authenticated by officer in-charge Currency Chest at the end of day.
14. The monthly bill by the Outsourced Agency would be presented to In-charge of Currency Chest, along with copy of receipt for payment of EPF & ESIC by 3rd of succeeding month. The payment by the Outsourced Agency to the armed guards, drivers/armed guards/loaders and loaders would be required to be made into their bank accounts by **7th of succeeding months**, irrespective of the fact that the collection of its payment from the bank is in process for the given month.
15. Cash vans will reach Currency Chest, or at the destination point as the case may be by 9:30 A.M. The normal working hours will be 9:30 AM to 06:30 PM.
16. In case the cash vans/drivers/loaders either of the armed guards fails to turn up on any working day or there is a delay of half an hour or more, a penalty @1.5 times the hourly rate (i.e. cost including cash van and all manpower) for the hours lost on pro-rata basis will be debited from the monthly bill. For this, the total monthly amount will be divided by [26 (working days) X 8 (working hours per day)] to calculate the hourly rate.
17. Driver's/armed guard's/loader's antecedents must be verified by the police and they should be personally introduced by the vendor to the Currency Chest In-Charge and Security Manager along with his driving license, antecedents and latest police verification.
18. The vehicle(s) will be arranged for the monthly/periodical servicing/maintenance by the company's own cost, only on weekly off days/holidays.

19. Vehicles will ensure serviceability of all security gadgets installed in cash van i.e. CCTV system with one month backup, locking and also arrange for monthly/annual inspection of the vehicle by Zonal Security Officer.
20. The monthly vehicle hiring charges to include the cost of the one driver, two armed guards & one loader cost of fuel, oil, coolant, battery, tubeless Tyre and spare – parts etc. i.e. all inclusive.
21. The present requirement of cash vans along with associated manpower at Currency Chest, Asr is 03. However, on subsequent date the actual requirement may vary from the projected quantity as per the requirement of the Bank. The same will be intimated to the Outsourced Agency through work orders/order cancellation issued by Zonal Office from time to time.
22. All taxes levies, penalties, challans etc. by the law enforcing agencies or Govt. Agencies etc. will be at Agency's cost.
23. The Outsourced Agency will have to provide to the Bank his/her/their KYC documents with police report and PAN/TAN No. beside the duly verified copies under noted documents.:-
 - a) Police Verification Report(s) of the drivers/armed guards/loaders(s).
 - b) Registration of the vehicle (s).
 - c) Proof of residence of the drivers/armed guards/loaders(s).
 - d) Pollution Control Certificate(s) of vehicle.
 - e) Insurance of the vehicle(s)/drivers/armed guards/loaders(s).
 - f) Driving license of the drivers/armed guards/loaders(s).
 - g) Fitness certificate of the vehicle (Every Year).
24. The monthly hiring charges will be paid by the Bank's after deduction of TDS/other govt. levies/taxes at the prescribed rates on production of related invoice within 7 days.
25. Entries in Log Book(s) will have to be got authenticated on day-to-day basis, from the In-charge of the Currency Chest.
26. Bank may not be able to provide any overnight parking facility, Agency to arrange for the same at his own cost.
27. The Agreement will be initially for a period with 03 years, with a clause that in case the Bank's not satisfied with the services extended, it will have the right to terminate the contract by giving one month notice. In such a case, the tendered security deposit money will be forfeited, after the lapse of initial three years of agreement; it can be renewed further with mutual agreement.
28. The vehicle are to be provided within 15 days of receiving the work order from the Bank, otherwise, the tender/order will be cancelled and security Deposit will stand forfeited.
29. An agreement between the bank and the Outsourced Agency shall be signed on a stamp paper of requisite value as per Stamp Duty payable at place of execution as applicable and all expenses on this account shall be borne by the company/agency.
30. Bank reserves its right to reject any/or all the applications without assigning any reasons whatsoever. Also bank may change the requirement of cash vans.

31. The Technical Bid must be submitted in an organized and structured manner. No brochures/leaflets etc. should be submitted in loose form.
32. the Outsourced Agency shall take necessary security measures/precautions to safeguard the cash in transit. It will endeavour that its **staff shall not at any time, without the consent of the client in writing, divulge** or make known any trust, accounts, matters or transactions undertaken or handled but it does not apply to information, which is or becomes public knowledge.
33. The successful vendor should take insurance coverage to cover the following: Fidelity Insurance of minimum Rs.5 Crores, workmen compensation, third party liability, all risks insurance policies.
34. The vendor has to satisfy all the government/bank norms/guidelines updated/issued from time to time pertaining to cash vans during the contractual period.
35. Subletting of the contract is not permitted.

SECTION-III: GENERAL CONDITIONS

1. The Bid should be contain the following:
 - i. Forwarding letter in the prescribed format. **(Annexure-I)**.
 - ii. Earnest Money Deposit of Rs.10,000/-, in the form of a demand draft issued by a Nationalized Bank favouring **“Punjab & Sind Bank” payable at Asr**
 - iii. Outsourced Agency’s profile & Technical bid in the prescribed format. **(Annexure-II)**.
 - iv. Commercial/Price Bid.
 - v. Integrity pact **(Annexure-III)** and Undertaking of integrity pact.
 - vi. **Form 7 (bid-Security Documents)**
 - vii. Specifications of the cash van plan to be provided.
 - viii. All the pages of the technical & commercial bids will be serially numbered and signed by appropriate authority.
2. Submission of bids as per NIT.
3. All the submissions including the brochures of the quoted cash van shall become the property of the Bank.
4. No Bid will be received/accepted after already mentioned last date & time.
5. Each page of the enclosures of the Bid i.e. Annexure-I to Annexure-V will have to be signed with date and seal of the agency. Bid documents are required to be signed by the authorized person duly appointed by Board Resolution and holding valid Power of Attorney to enter into agreement on behalf of the company submitting the same in token of his/their having read and understood the contents of this notice.
6. Bids received unsigned and/or in non-sealed envelopes and/or without the Earnest Money Deposit/or beyond the stipulated date and time will be summarily rejected.
7. In case the Bid is signed by an authorized signatory, letter of authority attesting the signatures of the authorized signatory should also be enclosed with the forwarding letter.

8. Text of the Annexure being enclosed in the Bid should not be altered. Agency's credentials as required in Annexure-III, Technical data of cash van offered as required in Annexure-IV and price quote as required in Annexure-V should be in exactly the same format as given in the Annexure. If the Bid is submitted in any other format, it is liable to be rejected.
9. Bid forms must be filled in English and all entries must be made by hand written in pen (ball pen/ink). If any of the documents are missing or unsigned, the Bid will be considered invalid.
10. Bids with corrections and/or over-writing are liable to be rejected, if these are not authenticated by the authorized signatory.
11. Bids in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected.
12. One authorized representative of the Bidder or the Bidder himself may be present during the opening of the Bid. Documents relating to Agency's credentials, as required at Annexure II and literature of the quoted cash van should also be brought along. Technical queries of the Committee will also have to be answered to its satisfaction.
13. Technical Bid will be opened only if the Agency's credentials meet the pre-qualification conditions laid down by the Bank at Annexure- II. Price Bid will be opened only if the Agency's credentials and technical specifications of the quoted cash van meet the requirements laid down in this Notice.
14. The Earnest Money of all the bidders shall be returned after successful completion of the tender.
15. The Bank reserves the right to reject any or all Bids without assigning any reasons whatsoever. The Bank also reserves the right to change or modify any terms & conditions, specifications at a later date/during the process of Bidding/actual hiring of the Cash Vans.
16. The right of acceptance or rejection of a Bid will rest exclusively with the Punjab & Sind Bank, which does not bind itself to accept the lowest Bid, and reserves to itself the authority to reject any or all of the Bids received and to place order on any Agency without assigning any reason.

SECTION-IV: SPECIAL CLAUSES WITHIN THE PERIOD OF CONTRACT

- a) In the event of the Agency being selected by the Bank, the execution of the work of operating the cash van should be carried out by the staff/employees of the Agency only and no subletting of the work will be permitted.
- b) In the event of the Agency being selected by the Bank, the Agency will have to enter into an agreement with the Bank by signing a contract on papers bearing appropriate stamp duties in acceptance to the terms and conditions for providing cash vans on hire to the Bank.
- c) The contract shall be for minimum three years, subject to annual review by the Bank for satisfactory services of the providing agency.
- d) The cash van has to be supplied within 15 days from the date of order.

- e) Punjab & Sind Bank, at its discretion, may carry out inspection/acceptance tests to its satisfaction at the Agency's office or at site for the cash van.
- f) The cash van and all its components/accessories shall be guaranteed against any defects or malfunctioning all through the contract period.
- g) The cash vans will have to be changed with a new one after 5 years or 1,00,000 kilometres completion, whichever is earlier.
- h) The Agency shall make its own arrangement for the engagement of the drivers/armed guards/loaders for cash vans and shall be responsible for regulating their service and work conditions in conformity with all Acts, Regulations, rules or order of competent authority under relevant laws in force during the period of the contract. Agency shall indemnify the Bank from all claims relating to the drivers/armed guards/loaders salaries, Wages, Overtime, Leave, Provident Fund, ESI, Medical Facilities, Gratuity, Bonus, Reliever charges or any other claim as applicable and stipulated in any **statutory provisions, rules or order of competent authority**.
- i) The Agency will have to provide for reliever of the cash van drivers/armed guards/loaders on the days of his leave without any extra charges to the Bank.
- j) The Agency will have to abide by all the laws and regulations governing the business of running cash van and the Bank shall not be liable for any faults/omissions/commissions of the Agency in relation to operation of the cash vans. The cash vans should have valid registration certificate, insurance, road permit, pollution control certificate and any other such document essential for running of the cash van required under laws governing road transport/ operation of cash van.
- k) The driver for running the cash van should be in possession of a valid Commercial Driving License at any point of time. He should be physically fit and free from any diseases. The driver should not consume alcohol during duty. He should not drive rash or in a manner to risk the lives of the passengers or cash present inside the cash van. Any negligence on part of the drivers/armed guards/loaders shall be attributable to the negligence of the Agency.
- l) The responsibility of police verification of the drivers/armed guards/loaders lie with the agency, which should be submitted with Currency Chest before the job is under taken. The drivers/armed guards/loaders should be changed with prior permission from the In-charge of Currency Chest. The Agency shall have to abide by all the laws/acts/rules such as labour laws, minimum wages acts and rules, contract labour acts and rules etc. applicable/governing the hiring of drivers/armed guards/loaders for the cash vans. The Bank shall not be liable for any faults/ omissions/ commissions of the Agency in relation to the hiring of the drivers/armed guards/loaders for the cash vans.
- m) The Agency and its employees will strictly undertake not to communicate or allow to be communicated to any person or divulge in any way any information relating to the ideas, concepts, knowhow, techniques, data, facts, figures and all information whatsoever concerning, or relating to the Bank and its affairs to which the said employees have access in the course of performance of the contract.
- n) **Repair and Maintenance Services:** The Agency shall be responsible for maintenance/repair/replacement of the cash van/its spares. The Bank shall not pay or reimburse such expenses borne on maintenance/repair/replacements whenever carried out, to keep the cash van in a satisfactory running condition. Care should be taken to get the cash

van serviced during Bank holidays so that the Currency Chest is provided with a roadworthy van on its working days. In case, the cash vans or any part/component thereof develops any defect during working hours, these should be immediately attended to and rectified free of cost. If the delay is expected to be more than one hour, a replacement cash van should be provided as a stand-by/stop gap arrangement so that the functioning of branches cash remittance is not hampered.

- o)** The Agency shall arrange for service of qualified Service Engineers/Technicians for maintenance, repair and replacement of all spare parts, accessories etc. and render such other support services as may be necessary for satisfactory functioning of the cash vans. No charges, fees, travelling expenses, accommodation, boarding etc. shall be paid or provided by Punjab & Sind Bank to Service Engineers/Technicians or their assistants.
- p)** The Agency shall keep Punjab & Sind Bank informed of the details of Supervisor(s) with addresses, telephone/mobile numbers etc. who shall be responsible for discharging the Agency's obligation under this clause, to enable the Bank to contact such representative(s) of the Agency.

q. Force Majeure: Any failure or delay by bidder or Bank in performance of its obligation, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of government authorities or other events beyond the reasonable control of non-performing party, which directly, materially and adversely affect the performance of any or all such contractual obligation is not a default or a ground for termination provided that the party shall notify the Bank in writing of such cases within ten days from the occurrence of such a clause. Unless otherwise directed by the bank in writing, the party shall continue to perform its obligations under the contract as far as possible, and shall seek all means for performance of all the obligations, not prevented by the force majeure event.

- q) Dispute Resolution Mechanism/Arbitration Clause:** In case of any dispute/differences, whatsoever arising between the parties, Dispute shall be referred to a sole arbitrator, who shall be appointed by the Parties on mutual consent and in case of any dispute. Arbitrator will be appointed as per The Arbitration & Conciliation Act, 1996 The place of the arbitration shall be Asr and the arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 (or any statutory re-enactment thereof, for the time being in force) and shall be in the English language.. The decision of the Arbitrator shall be in writing, final and binding on both the parties. The Parties shall equally share the costs of the arbitrators' fees.
- r)** Please enclose brochures and catalogues (literature) of the vehicle quoted with brand name, make and model number marked/highlighted clearly.
- s) Governing Law & Jurisdiction:** The parties hereto expressly agree and understand that, without prejudice to anything contained hereinabove. This agreement shall be construed in accordance with and governed by the laws prevailing in India for the time being in force and all enactments thereof and for all purposes the Courts in AMRITSAR alone shall have exclusive jurisdiction over all disputes or differences or claims arising out of this agreement.

Confidentiality/Misuse of Data: The information and data provided by the bank to selected Bidder is confidential & sensitive, Bidder shall have to ensure its complete and utmost secrecy

& Confidentiality, safety & security of Bank's data and information and shall not misuse the information provided in any case. At any time, if it comes to the notice of the bank that data has been compromised/disclosed/misused/ misappropriated then bank would take suitable action as deemed fit and Selected Bidder would compensate the bank to the fullest extent of loss incurred by the bank.

Assignments:

The Bidder agrees that it shall not be entitled to assign any or all of its rights and or obligations under this Tender and subsequent Agreement to any entity including Bidder's affiliate without the prior written consent of the Bank.

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this tender shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bidder under this tender.

Principal to Principal Agreement: This Tender and subsequent agreement is on principal to principal basis and does not create and shall not be deemed to create any employer-employee or principal-agent relationship between the Bidder and Bank and/or its employees, agents, representatives etc.

NOTE: Department should also provide in the tender the mandatory conditions or specifications for Cash Vans as provided in Department Circular No. 04/2020 dated 28.09.2020

SECTION-V: RATES & PAYMENT

- t) Statutory deductions such as TDS for Income Tax etc. may be deducted from the billed amount for all payments as per extant statute.
- u) The Bank shall not pay for drivers/armed guards/loaders salary, wages, overtime, Leave, Provident Fund, ESI, Medical Facilities, Gratuity, Bonus, insurance, medical exam, medical cover or any other claim as applicable and stipulated in any Statutory Provisions, Rules or order of Competent Authority governing the business of hiring labour (drivers/armed guards/loaders).
- v) The Bank shall not pay for any Structural modification of the cash van to suit the Bank's laid down technical specifications in this Notice.
- w) The Bank shall not pay for Installation and commissioning charges for accessories as required in the technical requirements example CCTV, GPS, hooters, sirens, eyelets, wire mesh, shutters, gates, locks etc.
- x) The Bank shall not pay for Fuel charges, GPS tracking network facility charges.
- y) The Bank shall not pay for any expenses for procurement or renewal of registration certificate, insurance, road permit, pollution control certificate and any other such document essential for running of the cash van required under laws governing road transport/ operation of cash van.

- z) The Bank shall not pay for any challans/fines/penalties imposed by the road transport/statutory authorities governing the business for want of the documents mentioned above.
- aa) The Bank shall not pay for the damages/fines/penalties caused due to the fault/negligence of the drivers/armed guards/loaders or a third party engaged in the event of any accident.
- bb) No advance is payable. The Agency which is finally selected for providing the Cash van shall be paid the billed amount after completion of a month's satisfactory service.
- cc) Toll Taxes if any and parking during the duty shall be paid by the Bank.
- dd) Any delays in provision of the cash van due to technical problems in the vehicle or absence/negligence of drivers/armed guards/loaders or any other reason shall have to be compensated by the Agency @ Rs 500/- per hour of delays caused to a maximum ceiling of 15% of the monthly charges.

SECTION-VI: SOME IMPORTANT INSTRUCTIONS REGARDING E-TENDER

- ix. **EARNEST MONEY DEPOSIT:** Earnest Money Deposit of Rs.10000/- (Rupees Ten Thousand only), in the form of a demand draft issued by a nationalized bank favouring “**Punjab & Sind Bank**” payable at Asr must be submitted along with the Technical Offer. Offers not accompanied with Earnest Money Deposit of Rs.10000/- will not be accepted. The Earnest Money Deposit will be refunded to successful/unsuccessful bidders after completion of the completion of tender process. No interest will be payable on the Earnest Money Deposit/Security Deposit. If the Outsourced Agency fails to provide the services of the cash vans along with the required manpower within the agreed period as per the final agreement, then the agreement may be cancelled and earnest amount forfeited. In such case, the Outsourced Agency will have no claim for the Earnest Money whatsoever.
- x. **TECHNICAL OFFER:** The Technical Offer should be complete in all respects. It should comprise following details and supporting documents:
- i. Forwarding letter in the prescribed format. (**Annexure-I**).
 - ii. Earnest Money Deposit of Rs.10,000/-, in the form of a demand draft issued by a Nationalized Bank favouring “**Punjab & Sind Bank**” payable at Asr
 - iii. Outsourced Agency's profile & Technical bid in the prescribed format. (**Annexure-II**).
 - iv. Commercial/Price Bid.
 - v. Integrity pact (**Annexure-III**) and Undertaking of integrity pact.
 - vi. **Form 7 (bid-Security Documents)**
 - vii. Specifications of the cash van plan to be provided.
 - viii. All the pages of the technical & commercial bids will be serially numbered and signed by appropriate authority.
- xi. **COMMERCIAL OFFER:**
- 1) The Commercial Offer should contain the rates quoted in **Indian Rupees** in the prescribed format only. The Commercial Offer should not contradict the Technical Offer in any manner.
 - 2) The price quoted should be inclusive of cost for providing one Air Conditioned Cash Van (Vehicle Make Mahindra Bolero/TATA 407/Force Traveller/Equivalent Chassis with a

seating capacity of five personnel), one cash executive, two armed guards, one driver and one loader.

- 3) The charges for the manpower deployed with the cash van would be inclusive of minimum wages laid down by the Government, cost for training, miscellaneous cost and service charges.
- 4) GST will be paid by the bank as per the extent guidelines.
- 5) The Bank will shortlist bidders, who satisfy the requirements laid down in technical bid of the tender document. The commercial offers of only the short listed bidders will be opened. Short listed bidders will be informed through e-mail or telephone. The bidder may be present at the time of opening of the technical and commercial Bids.
- 6) No advance will be paid by the bank to the Outsourced Agency for providing cash van services.
- 7) Bank will recover TDS as applicable from the monthly bill.
- 8) The commercial bid will be done on the basis of amount quoted for providing complete services including the cash van and all its crew.
- 9) The agreement shall be on a fixed rates basis. No upward revision in the rates would be considered during the period of agreement.
- 10) The contract shall be for a period of one year and may be renewed on mutual consent as per requirement of the bank based on satisfactory performance by the Outsourced Agency.

xii. No Erasures or Alterations: Technical/Commercial details must be completely filled up. Corrections or alterations, if any should be duly authenticated.

xiii. Validity of Offer: The offer should be valid for period of 90 days from the last date for submission of the offer.

xiv. No Commitment to Accept Lowest or Any Tender: The Bank shall be under no obligation to accept the lowest or any other offer received in response to this notice and shall be entitled to reject any or all offers without assigning any reasons whatsoever.

xv. Opening of Bids: Technical Offers will be opened on 02.11.2022 at 03:30 PM. Commercial Offer will be opened as per the directions of competent authority. The bidders may be present at the time of opening of the Technical/Commercial Offers.

xvi. Order Cancellation: If the vendor fails to provide the cash van services within one week period or the extended date communicated by the Bank it will be a breach of contract. The Bank reserves the right to cancel the work order in the event of delay in deployment of the cash van along with associated manpower and forfeit the Earnest Money Deposit.

xvii. The bank may enter into agreement for hiring of the cash van services with one or more Outsourced Agencies. Work order will be given to L1 bidder. In case the L1 bidder fails to provide satisfactory service, then its work order would be cancelled and work reassigned to L2 or L3 bidder in that sequence at L1 price.

xviii. Bank reserves the right to terminate the contract with immediate effect in case the Outsourced Agency fails to provide satisfactory services or fails to take security measures or not adhering to terms & conditions of the tender/ agreement.

xix. Notice: In other cases, Bank reserves the right to terminate the agreement during contract period after giving one month notice to the Outsourced Agency without assigning any reason.

xx.

SECTION-VII: INTEGRITY PACT

The Central Vigilance Commission (CVC) has advised Government Organizations including Public Sector Banks to adopt Integrity Pact voluntarily in their major procurement activities. In line with these directives, Bank has decided to adopt Integrity Pact for Orders/Contracts of value of Rs.25 Lakhs and above.

The CVC guidelines further advises Banks to appoint Independent External Monitors, as approved by the CVC, to oversee the compliance of obligations under the Integrity Pact.

The Bank has implemented Integrity Pact in compliance with CVC guidelines. Accordingly, **Shri Sh. Asha Ram Sihag** and **Shri Aditya Prakash Mishra** been appointed as Independent External Monitors, for the Bank.

The Integrity Pact essentially envisages an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit themselves to such a pact with the buyer, would be considered competent to participate in the bidding process.

The Integrity Pact, duly executed on stamp paper of requisite value as per stamp duty payable at place of execution (signed in all pages), shall be submitted.

Draft copy of the Integrity pact is enclosed as Annexure - III

Annexure – I (Letter to the bank on the Outsourced Agency’s letterhead)

To

Date:

**The Zonal Manager
Punjab & Sind Bank
Zonal Office, Asr**

PROVIDING CASH VAN SERVICES INCLUDING TWO ARMED GUARDS, ONE DRIVER & ONE LOADER FOR EACH CASH VAN FOR CURRENCY CHEST ASR

Dear Sir,

With reference to the above tender notice, having examined and understood the terms and conditions forming part of the tender forms, we hereby enclose our offer for providing the cash van services to include two armed guards, one driver & one loader for each cash van for Currency Chest Asr.

I/We confirm that I/we have not been disqualified by any PSU bank for providing the subject services.

I/We further confirm that the offer is in conformity with the terms and conditions as mentioned in the tender documents.

I/We also confirm that the offer shall remain valid for 90 days from the last date for submission of the offer.

I/We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has the right to reject the offer in full or in part without assigning any reason whatsoever.

I/We enclose herewith a Demand Draft for Rs.10000/- (Rupees Ten Thousand only) favouring **“Punjab & Sind Bank” payable at Asr** towards Earnest Money Deposit. The details of the same are mentioned below:

	Earnest Money Deposit Draft Rs.10,000/- (Rs. Ten Thousand Only.)
Demand Draft No.:	
Date of Demand Draft:	
Name of Issuing Bank:	

**Authorized Signatory
(Name & Designation, Seal of the Firm)**

Annexure – II (OUTSOURCED AGENCY PROFILE & TECHNICAL BID)

(On the Outsourced Agency's letterhead)

(For Providing Cash Van Services Including two armed guards, one driver and one loader for each cash van for Currency Chest Asr

S.N.	Description	Details Provided	Page No.
1.	Name of the Outsourced Agency		
2.	Address		
3.	Contact Number(s)		
4.	Email Id		
5.	Status of Firm (Proprietorship/ Pvt Ltd Co./ Partnership firm/ Any other).		
6.	Name of the Proprietor/ Partners/ Directors (with professional qualifications, if any		
7.	Year of establishment. Whether registered with Registrar of Companies /firm. If so No. & Date		
8.	Years of experience in Cash Van Services.		
9.	EPF Registration details		
10.	GST Registration details.		
11.	ESIC Registration details.		
12.	PAN Card details.		
13.	ISO Certification details.		
14.	Net worth Firm (Proprietorship/Pvt. Ltd. Co./Partnership firm/Any other).		
15.	No. of Vehicles owned/leased		
16.	Any additional information.		

(Copies of satisfactory completion certificate obtained from the clients shall be enclosed)

**Authorized Signatory
(Name & Designation, Seal of the Firm)**

DECLARATION – I
(On Outsourced Agency's letterhead)

I/ We have read the terms and conditions and have given all information required by the Bank. The information furnished by me/us is correct to the best of my/our knowledge and belief.

I/ We agree that if information furnished by me/us are found to be false at any time in future or any information withheld, which comes to the notice of the Bank at a later stage, my/our application/agreement will be cancelled and security deposit will be forfeited and I/We will be solely responsible for the consequences.

I/ We agree that the decision of Punjab & Sind Bank in selection of Outsourced Agency for cash vans will be final and binding to me/us.

I/We agree that I/we have no objection if enquiries are made about the work listed by me/us in the accompanying sheets/annexure.

I/ We understand that Bank is not bound to accept any proposal they may receive and that the evaluation would be carried out based on the applicable eligibility criteria and supported documents submitted by me/us.

I/We agree to pay all the taxes/insurance/statutory charges as levied by Government/Local authorities.

Date:

Authorized Signatories
(Name & Designation, Seal of the Firm)

DECLARATION – II
(On Outsourced Agency's letterhead)

I/ We declare that I/we will adhere to the provisions of the following acts (as amended from time to time): -

1. The Payment of Wages act, 1936.
2. The Industrial Dispute Act 1947.
3. The Minimum Wages Act 1948.
4. The Employee Provident Funds and Miscellaneous Provisions Act 1952.
5. The Payment of Bonus Act 1965.
6. The Contract Labour (Regulation and Abolition) Act 1970.
7. The Payment of Gratuity Act 1972.
8. The Equal Remuneration act 1976.
9. The Inter State Migrant Workman (Regulation of Employment and Condition of Service) Act 1979.
10. The ESI Act.

Date:

Authorized Signatory
(Name & Designation, Seal of the Firm)

COMMERCIAL BID

(On Outsourced Agency's letterhead)

(For Providing Cash Van Services Including two armed guards, one driver and one loader for each cash van for Currency Chest, Asr)

Sr. No.	Description	Rates (inclusive all except GST)
1.	Provisioning of three cash van up to 10000 Kms per month (along with two armed guards, one driver and one loader with each cash van.	Rupees.....
2.	Additional charges per k.m. beyond 10000 Kms (Monthly). To be calculated as..... of monthly rate quoted above.	Rupees.....
3.	Additional charges per hour per person beyond 8 Hrs. (Per Day). To be calculated as of monthly rate quoted above.	Rupees.....

Note:

- 1. The commercial Bid will be on the basis of amount quoted at Sr. No. 1 above. The rate at Sr. No. 2 and 3 will be calculated and hence quoted according to the percentage quote therein.**
- 2. GST (extra) will be paid by the bank as per extant guidelines.**

Date:

**Authorized Signatory
(Name & Designation, Seal of the Firm)**

Form 7: Documents relating to Bid Security.

(Note: To be submitted as part of Technical bid, along with supporting documents, if any. Submit as Form 7 as part of Technical bid, a Bid Securing Declaration In lieu of bid security in the following format. Bidders exempted from submission of bid security are also required to submit this.)

Bid Securing Declaration

(On Company's Letter-head)

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

To

**The Zonal Manager
Punjab & Sind Bank
Zonal Office, Asr**

Ref: Tender Document No..... Tender No.....; Tender Title: HIRING OF 3 CASH VANS ALONG WITH ONE DRIVER, TWO ARMED GUARDS AND ONE LOADER FOR EACH CASH VAN FOR CURRENCY CHEST ASR

Sir/ Madam

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in Punjab & Sind Bank for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

1. withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
- 1) being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
 - a. Refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
 - b. Fail or refuse to sign the contract.

Tender Document - Tend No. _____

We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

- 1) receipt by us of your notification
 - a. of cancellation of the entire tender process or rejection of all bids or
 - b. of the name of the successful bidder or
- 2) Thirty days after the expiration of the bid validity or any extension to it.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[Name & address of Bidder and seal of company]

Dated on day of [Insert date of signing]

Place..... [insert place of signing]

DA:

PRE CONTRACT INTEGRITY PACT

Preamble:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on this the day of (month & year), between, on one hand, Punjab & Sind Bank acting through Shri Pawan Kumar Bhatia, Assistant General Manager of Punjab & Sind Bank, a nationalized Bank and an undertaking of the Government of India constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act-1980 (hereinafter called the 'Bank'/BUYER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the First Part and M/s _____, a Company incorporated under the Companies Act, or a Partnership Firm registered under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008 represented by Shri. _____, Chief Executive Officer/ all the Partners including the Managing Partner (hereinafter called the" BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure **Cash Van Services Including two armed guards, one driver and one loader for each cash van for Currency Chest, Asr** and the BIDDER/Seller is desirous of offering **Cash Van Services**.

WHEREAS the BIDDER is a private company/partnership firm for cash van Service Provider in constituted in accordance with the relevant law in the matter and the buyer is a Nationalized Bank and a Government Undertaking as such.

WHEREAS the BUYER has floated a tender (Tender No.: _____) hereinafter referred to as "Tender" and intends to award, under laid down organizational procedures, contract/s purchase order/work order for _____ or items covered under the tender hereinafter referred to as the "Contract".

AND WHEREAS the BUYER values full compliance with all relevant laws of the land, rules, bye-laws, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS, in order to achieve these goals, the BUYER has appointed Independent External Monitors (IEM), to monitor the tender process and the execution of the Contract for compliance with the Principles as laid down in this Agreement.

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Pact or "Pact", the terms and conditions of which shall also be read as Integral part and parcel of the Tender documents and Contract between the parties.

NOW, THEREFORE in, consideration of mutual covenants contained in this Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings, the parties hereby agree as follows and this Pact witnessed as under:

The contract is to be entered into with a view to:-

Enabling the BUYER to procure the desired said stores/equipment/item/Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that

their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any and all forms, by its officials by following transparent procedures. The parties hereby agree hereto to enter into this Integrity Pact and agree as follows:

Article 1: Commitments of the BUYER

1.1 The BUYER undertakes that no official /employee of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party whether or not related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same- information and will not provide any such information to any particular BIDDER which could afford an undue and unfair advantage to that particular BIDDER in comparison to other BIDDERS. The BUYER will ensure to provide level playing field to all BIDDERS alike.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted breach(es) or breaches *per se* of the above commitments as well as any substantial suspicion of such a breach.

1.4. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

Article 2: Commitments of Bidders

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement of any kind to any official(s)/employee/persons related to such Official(s)/employees of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement of any kind to any official of the BUYER or otherwise in procuring the Contract or forbearing 'to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Bank.

2.3 The BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

2.4 The BIDDER shall disclose the payments to be made by them- to agents/brokers or any other intermediary, in connection with this bid/contract.

2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized/government sponsored export entity of the stores/equipment/item/Services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers, or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care to avoid unauthorized disclosure of such information.

2.10 The BIDDER commits to refrain from giving any _complaint directly or through any other manner without supporting it with full and verifiable facts.

2.11 The BIDDER undertakes not to instigate directly or indirectly any third person to commit any of the actions mentioned above.

2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative 'for this purpose would be as defined in Section 6 of the Companies Act 1956 and as may be prescribed under the Companies Act 2013 and the relevant Rules.

2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

Article 3 - Equal Treatment of all Bidders/Contractors/Subcontractors

3. Bidder(s) /Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the Principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.

3.1 The BUYER will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3.2 The BUYER will disqualify those Bidders from the Tender process, who do not submit, the duly signed Pact, between the BUYER and the bidder, along with the Tender or violate its provisions at any stage of the Tender process.

Article 4: Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other Company/PSU/Nationalized Bank in any country in respect of any corrupt practices envisaged hereunder or with any Nationalized Bank/Public Sector Enterprise in India or any "Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason.

4.3 The imposition and duration of the exclusion of the BIDDER will be determined by the BUYER based on the severity of transgression.

4.4 The Bidder/Contractor acknowledge and undertake to respect and uphold the BUYER's absolute right to resort to and impose such exclusion.

4.5 Apart from the above, the BUYER may take action for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the BUYER.

4.6 If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the BUYER may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

Article 5: Criminal Liability

If the BUYER acquires knowledge of conduct of a Bidder/Contractor, or of an employee or a representative or an associate of a Bidder/Contractor which constitutes corruption within the meaning of Prevention of Corruption Act, or if the BUYER has substantive suspicion in this regard, the BUYER will inform the same to the Chief Vigilance Officer.

Article 6: Earnest Money (Security Deposit)

6.1 While submitting commercial bid, the BIDDER shall deposit an amount..... (to be specified in NIT / RFP) as Earnest Money/security deposit with the BUYER through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for payment.
- (iii) Any other mode or through any other instrument [to be specified in the NIT / RFP].

6.2 The Security Deposit shall be valid up to the complete conclusion of the contractual obligations for the complete satisfaction of both the BIDDER and the BUYER or up to the warranty period, whichever is later.

6.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall

be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4 No interest shall be payable by the BUYER to the- BIDDER on Earnest Money/Security Deposit for the period of its currency.

Article 7: Sanction for Violations

7.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf [whether with or without the knowledge of the BIDDER] shall entitle the BUYER to take all or anyone of the following actions, wherever required;-

i. To immediately call off the pre-contract negotiations/proceedings with such Bidder without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER[s] would continue.

ii. The Earnest Money Deposit [in pre-contract stage] and/or Security Deposit/Performance Bond [after the contract is signed] shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason there for.

iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of the Nationalized Banks, while in case of a BIDDER from a country other than India with interest at 2% higher than LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

v. To encash the advance bank guarantee and performance guarantee/ bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.

vi. To cancel all or any other Contracts with the- BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money[s] due to the BIDDER.

vii. To debar the- BIDDER from participating in future bidding processes of- the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.

viii. To recover all sums paid in violation of this Pact by BIDDER[s] to any middleman or agent or broker with a view to-securing the contract.

ix. In cases where irrevocable Letters of Credit have been received in respect of any-contract signed by the BUYER with the BIDDER, the same shall not be opened.

x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

7.2 The BUYER will be entitled to take all or any of the actions mentioned at paragraph 7.1[i] to [x] of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf [whether with or without knowledge of the BIDDER], of an offence as defined in Chapter IX of Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 as amended from time to time or any other statute enacted for prevention of corruption.

7.3 The decision of the BUYER to the effect that a breach of the Provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor[s] appointed for the purposes of this Pact.

Article 8: Fall Clause

8.1 The BIDDER undertakes that it has not supplied/ is not supplying similar product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Tender notified by Ministry/Department of the Government of India or PSU or a Public Sector Bank and if

it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of Government of India or a PSU or a Public Sector Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

Article 9: Independent External Monitors

9.1 The BUYER has appointed Independent" External Monitors [hereinafter referred to as Monitors] for this Pact in consultation with the Central Vigilance Commission. They are,

1.
2.

9.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligation under this Pact.

9.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4 Both the parties accept that the Monitors have the right to access all the document relating to the project/procurement, including minutes of meetings. The same is applicable to Subcontractors of the Bidder. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s) /Subcontractor(s) with confidentiality.

9.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pac, he will so inform the Authority designated by the BUYER 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.

9.6 The BIDDER accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his, project documentation. The same is applicable to Subcontractors also which the BIDDER shall note.

9.7 The BUYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.

9.8 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9.9 If the Monitor has reported to The designated Authority of BUYER, a substantiated suspicion of an offence under Indian Penal Code/Prevention of Corruption Act as the case may be, and the designated Authority of BUYER 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.

9.10 The word '**Monitor**' would include both singular and plural.

Article 10: Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Article 11: Law and Place of Jurisdiction

This Pact is subject to Indian Laws. The place of performance and jurisdiction is as notified by the BUYER.

Article 12: Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant laws in force relating to any civil or criminal proceedings.

Article 13: Validity

13.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

Article 14: Code of Conduct

14. Bidders are also advised to- have a Code of Conduct clearly rejecting the use of bribes and other unethical behaviour and a compliance program for the implementation of the code of conduct throughout the company.

Article 15: Examination of Books of Accounts

In case of any allegation of, violation of any provisions of this Integrity Pact or Payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

Article 16: Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Pact will have precedence over the Tender/Contract documents with regard to any of the provisions covered under this Pact.

Article 17: Other Provisions

17. This Pact is subject to Indian laws. The place of performance and jurisdiction is the Head Office/Head Quarters of the Division of the BUYER or as otherwise notified by the BUYER, who has floated the Tender.

17.1 Changes and supplements, if any, need to be necessarily made in writing and signed by the duly authorized representatives of the Bidder and the Buyer. It is clarified that there are no parallel/ Side agreements in this regard and that the present Agreement forms the full and complete agreement as regards the subject matter contained herein.

17.2 If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.

17.4 Any dispute or difference arising between the parties with regard to the terms o-f this Agreement/Pact", any action taken by the BUYER in accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.

The parties hereby sign this Integrity pact aton

BUYER

Name of the Officer:

Designation:

Punjab & Sind Bank

BIDDER

.....

Witness

1. _

2. _

Witness

1. _

**UNDERTAKING FOR INTEGRITY
PACT**

To,

**The Zonal
Manager
Punjab &
Sind Bank
Amritsar**

Dear Sir,

INTEGRITY PACT

Subject: Submission of Tender for the cash van services for Currency Chest at Asr.

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 Punjab & Sind Bank.

PROCESS OF ONLINE BID OFFER SYSTEM

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>

Following activities will be conducted online through the above website:

1. Procurement of tender documents including all Annexures.
2. Addendums to the tender documents.
3. Submission of technical bid & indicative commercial bid by the Bidder.
4. Opening of technical bid & Indicative commercial bid by the bank reverse auction.
5. Announcement of result if any.

Instructions:

- a) 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.
- b) 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.
- c) In case of any clarification queries regarding online registration participation. Bidders may reach out to: Email: **psbsupport@c1india.com** Ph: **0124-4302033/36/37**.
- d) It is suggested that the prospective Bidders shall monitor the <https://psb.eproc.in> website constantly for any changes / updates.

Note:

1. Bank expects the interested Bidders to download the copy of the complete "TENDER" documents along with all Annexures & Appendices either through Bank's website <https://punjabandsindbank.co.in> or <https://psb.eproc.in>
2. In lieu of Bid Security, all Bidders shall furnish/upload a **Bid Securing Declaration (BSD) as Form 7**: Documents Relating to Bid Security, along with its Technical bid. The BSD is required to protect the Procuring Entity against the risk of the Bidder's unwarranted conduct as amplified under the sub-clause below.
3. The BSD provides for automatic suspension of the Bidder from being eligible for bidding in any tender in Punjab & Sind Bank for 2 years from the date of such enforcement. This declaration shall stand enforced if Bidder breaches the following obligation(s) under the tender conditions:
 - i. withdraws or amends his bid or impairs or derogates from the bid in any respect within the period of validity of its bid; or
 - ii. after having been notified within the period of bid validity of the acceptance of his bid by the Procuring Entity:

- a) refuses to or fails to submit the original documents for scrutiny or the required Performance Security within the stipulated time as per the conditions of the Tender Document.
- b) fails or refuses to sign the contract.
- 4. Unsuccessful Bidders' bid-Securing Declaration shall expire, if the contract is not awarded to them, upon:
 - i. receipt by Bidder of the Procuring Entity's notification
 - 1. of cancellation of the entire tender process or rejection of all bids or
 - 2. of the name of the successful bidder or
 - ii. forty-five days after the expiration of the bid validity or any extension thereof
- c) The bid-Securing Declaration of the successful bidder shall stand expired only when Bidder has furnished the required Performance Security and signed the Agreement.

Bank invites E-tenders in Two Bid Systems i.e. Technical Bid & Commercial Bid from Outsourced Agencies for **cash van services at Punjab & Sind Bank, Currency Chest at Asr**