

**e-TENDER FOR EMPANELMENT OF
RECORD MANAGEMENT AGENCIES FOR
BRANCHES/OFFICES OF PUNJAB & SIND
BANK FOR DELHI/NCR**

e-TENDER REFERENCE NO: - PSB/HO/GA/RM-1/2021

IMPORTANT DATES

DATE OF ISSUE OF e-TENDER	13.07.2021 from 15.30 hrs.
LAST DATE OF SUBMISSION OF QUERIES	20.07.2021 up to 17.00 hrs
DATE OF PRE-BID MEETING	22.07.2021 at 11.00 hrs
LAST DATE OF SUBMISSION OF e-TENDER	04.08.2021 up to 14.00 hrs.
DATE OF OPENING OF e-TENDER	04.08.2021 at 15.00 hrs.

HO GENERAL ADMINISTRATION DEPARTMENT

2nd FLOOR, Bank House

21, Rajendra Place

New Delhi

Ph. No. 011-25862474

E-mail: ho.ga@psb.co.in

NOTICE INVITING e-TENDER

To

All Eligible Service providers

Sub: e-Tender for the Empanelment of Record Management Agencies for branches/offices of the Bank in DELHI/NCR.

1. **Punjab and Sind Bank** intends to Empanel Record Management agency for storing, retrieval and destruction (Records Management) of non-current Records held at its Zonal Offices/Branches/Controlling offices across Delhi/NCR.
2. The e-tenders are invited in Two Bid Systems i.e. Technical Bid & Commercial Bid.
3. This Tender will follow e-Tendering process which will be conducted by Bank's authorized e-Tendering Service Provider M/s C1 India Pvt. Ltd. through website: <https://psb.eproc.in>.
4. Application/Tender document is non-transferable. Tenders received from Tenderer(s) in whose name Tender Document has been issued shall only be considered.
5. Key dates for the e-Tender are as follows:

DATE OF ISSUE OF e-TENDER	13.07.2021 from 15.30 hrs.
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6. Bidders are expected to furnish all the information asked for, sign all the pages and submit the bid.

Instructions to Bidders:

1. Bidders who wish to participate will have to register with the website (<https://psb.eproc.in>).
2. Bidders will be required to create login id & password on their own in registration process.
3. 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 CAs from www.cca.gov.in.
4. In case of any clarification/ queries regarding online registration/ participation, Bidders may reach out to: Email: psbsupport@c1india.com Ph: 0124-4302033/36/37.

ASSISTANT GENERAL MANAGER (GA)

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SECTION I

1. INTRODUCTION

Punjab and Sind Bank intends to empanel Record Management Agency for storing, retrieval and destruction (Records Management) of non-current Records held at its Zonal Offices/Branches/Controlling offices Delhi/NCR.

The Service Providers should ensure safe and secure upkeep of the non-current records of bank in good conditions in computerized system, retrieval of records in electronic form or supply of original records/scanned copies, as and when demanded by any branch/office, and destruction of non-current records/documents as per bank's instructions etc. at Record Storage Centers (RSC).

RSC should have e-mail access, Fire Fighting and Fire Alarm System, CCTV, Fax/Scanning Machines, Photocopiers, Racking System, Software for tracking of Cartons/Documents using Bar Coding system, Transportation and Manpower for lifting the identified non-current records for storing/retrieval/destruction from the identified locations/centers.

Currently, 3 Record Management Agencies are proposed to be empanelled based on merit (in the technical evaluation criteria) for catering the requirements of Offices/Branches/Departments in Head Office, Delhi -I, Delhi-II, Gurgaon and Noida Zones of bank.

The list of Record Management agencies will be extended to Zonal Offices of the Bank. The Zonal Offices will then select Record Management (only out of the list), according to their requirements.

Consortium/outsourcing/sub-contracting of any job or activity as per the Bank's e-Tender form is not allowed.

2. ELIGIBILITY CRITERIA

To qualify for the Empanelment bidder should meet the following pre-qualification criteria.

SECTION A	
CRITERIA	DOCUMENTS REQUIRED
a) Bidder may be a Government Organization / PSU / PSE / Private / Public Limited Indian Company and Partnership Firm under Indian Laws.	In case Service Provider is a Private Ltd. Company, Bidder shall submit the Certificate of Incorporation, Memorandum of Association and Articles of Association. In case of Public Ltd Company, Certificate of Commencement of Business will additionally be required and in case of Partnership firm, Registered Partnership deed will be required.

b) Bidder shall not be declared to be ineligible to participate for corrupt, fraudulent or any other unethical business practice and Blacklisted by Public Organization.	A Self- declaration certificate should be submitted. (Annexure IV).
c) Bidder shall have achieved minimum average annual financial turnover of Rs. 05 Crores from their records storage services rendered in the last three years.	Copies of agreements issued by the client organization since 31.03.2017 and statement showing each year execution of contract (Annexure V).Certificate of letter stating the Satisfactory performance of the Record Management Agency in the prescribed format provided in the Tender at Annexure VI.
d) The bidder should be profit making for the last three financial years ending on 31.03.2021 and the net worth should be positive.	Audited Profit & Loss A/c and Balance Sheets of same firm name for preceding 3 years (i.e 31.03.2019, 31.03.2020 and 31.03.2021).
e) Bidder should have aggregate space of at least 5,000 sq feet exclusively for storing records at Delhi/NCR for Head Office. Also the Bidder must have the provision to allot required storage space for records when required as per Bank's list of desired locations.	Photocopies of valid registrations and license should be furnished with the Tender.
f) Bidder should have valid certification/affiliation/Membership from Professional Records & Information Services Management (PRISM)/ARMA and ISO certifications namely 9001 and 27001.	Valid Membership Certificates should be produced. (If the latest certificates/certificates are not available with the agency, proof must be provided that the agency has applied for new/up gradation/updation of the certificate and only the empanelment of those agencies would be revalidated in the succeeding year who submits the latest certificate.
g) Bidder should have E.S.I.C., P.F. registration etc for all employees (both skilled and unskilled workers) and Storage area should have proper Shops & Establishment licenses.	Bidder should provide total man power of their company category wise. List of key employees viz. Name, age, employee code, designation, experience in the field etc and Photocopies of valid registrations and license of staff working in each facility should be furnished with the Tender as per Annexure VII.
h) Storage area should be insured against fire, flood, cyclone and other natural calamity besides theft, burglary etc. and Bidder will bear the cost of such insurance.	Photocopies of valid insurance policy for each facility should be furnished with the Tender.

i) There should have been no damage to records at any facility due to fire, flood or any other natural calamities, theft, burglary etc.	A Self- declaration certificate should be submitted.(Annexure VIII)
j) Bidder should give compliance certificate adhering to all the provision viz. fire safety, pest rodent, termite control; fumigation norms in the beginning and thereafter every six month interval.	Compliance certificate for existing facility and an under taking to submit compliance certificate within 6 months of creation of new facility and there after every 6 months interval.
k) Bidder must have the provision to allot required storage space for records when required as per Bank's list of desired locations. They also should have adequate scalability in Storage Space in the locations over the period for added records.	Undertaking as per Annexure IX.

3. SCOPE OF WORK

The following procedure/steps should be followed by the Service Providers. Head of Department/Zonal Manager/Branch –in-charge/Principal are the authorized person with whom permissions/communications will be sought / made by the Service provider.

3.1 COLLECTION, DOCUMENTATION AND STORAGE

- a) The Service Provider will visit different branches/offices of the bank for collection of non-current record/documents and intimate the authorized person of the tentative number of boxes required for collection of the documents.
- b) Prior permission in writing/scanned copy of authorization letter from the authorized person must be obtained for collection of the non-current record/documents from the concerned premises.
- c) The service provider should also intimate/seek permission of the date and time/duration etc also and collection of the non-current record/documents in physical form i.e. files, bound vouchers bundles, registers, ledgers etc. for storage at RSC should be completed in a time bound program which will be decided mutually by the service provider and the authorized person.
- d) Upon receipt of permission from the Bank, the Service Provider deputed pickup team for Barcoding, listing and Packing of Records at Bank premises.
- e) At the point of collection the non-current record/documents should be individually barcoded by adopting a proper bar coding system.
- f) The barcoded non-current record/applications should then be packed in and indexing of contents/inventory of the applications should be done. Up to 6 Number fields is to be captured as part of indexing. If desired by the Bank, extra number fields may be included.
- g) Bar codes are to be securely fixed on each carton and its each and every content (files, bound voucher bundles, registers, etc) to prevent any loss during storage or removal/retrieval. Bar coding should be tamper/water proof.
- h) Written acknowledgments of the records giving the number of cartons / container with description and number of files/registers/bound vouchers bundles, etc. in each box / container are to be given to the concerned branch/office at the time of pickup.

- i) The Service Provider will arrange lifting of non-current records, as provided by the bank, from the bank's premises by their own transport facility for storage at RSC. The Service Provider must comply with the local traffic, health, safety and other legislative requirements during transport.
- j) Once the boxes reach the RSC, the Service provider registers all the boxes and files at the RSC with bar-coding technology by adopting a top gun and with the help on an internal/external Record Management Software. (The Record Management Software should be adaptable to the changes/modifications required by the Bank).
- k) The Service Provider shall give the soft copy and hard copy of list of inventory to the nodal officer of the concerned department within 15 days of lifting of the boxes.

Note: - All permissions/intimations/correspondences should be made in writing/scanned copies of original letters etc. No other means of communication viz. telephone, e-mail etc should be adopted.

3.2 RECORD STORAGE CENTRE (RSC)

The Service Provider will provide RSC satisfying the following minimum requirements on shared basis for the Bank.

- a) The building/structures for storage facility should be a permanent construction with RCC/Strong or Corrosion Resistance modern metal roofing.
- b) The RSC should be designed to protect Bank's records from fire, theft, dust, flood and having proper drainage provision.
- c) The RSC premises should be Moisture free.
- d) The RSC flooring should be of High strength to withstand load of the racks.
- e) The RSC room should be designed for sufficient air circulation. Blowers from one end and air suckers / ventilators from other end.
- f) No leakage from mechanical installations, roofs, drains, or any other source of water ingress.
- g) Storage facilities must be locked and guarded 24 X 7. Bio data with photograph and police verification of all the guards must be obtained before deploying them on duty.
- h) No unauthorized person should be allowed access to the bank's records at any time.
- i) Access be controlled by card based/bio metrics electronic access control system and a record kept on register of person and material entering and leaving the secured area.
- j) Computer & Server should be kept in a separate room.
- k) Prominent locations including all entrance/ exits of the space should be covered under CCTV camera. The CCTV recordings should be maintained for a minimum of 60 days.
- l) There should be provision of power backup for CCTV systems, smoke detectors & emergency lighting. During the tenor of agreement CCTV system & smoke detectors should be kept under warranty/ AMC to ensure their performance. Bank reserves the right to get the CCTV system & smoke detectors checked or call their service/ AMC records from time to time.
- m) There should be provision of UPS of capacity sufficient for running computers, printer and minimum light arrangement inside RSC for minimum 4 hours. UPS and Battery to be kept in a separate room away from the room where records are kept.
- n) DG set of adequate capacity. It should be kept away from main building. Petrol and diesel must have to be stored in a separate room away from the building, where cartoons are stored.

- o) The RSC facility should be away from high hazards such as petrol pumps, oil storage godown and LPG godown etc.
- p) The structure should have proper arrangement to keep it waterproof, damp proof having proper drainage provision as per Municipal approval. This condition should be maintained throughout tenor of the contract.
- q) Fire protection system to include Fire alarm system, (Fire/Smoke Alarm Panel, Fire hydrant/hooters, MCP manual call point), Sand Buckets and Fire Extinguishers (Dry chemical powder based) both fixed and portable fire control systems and extinguishers only be used. The extinguisher/sprinkler system, should be provided throughout the facility (space such that every 100sqm of floor area should have one extinguisher - as per IS 2190) and should not be localized in one or two locations of the facility. The Service Provider's staff should be adequately trained in handling fire equipment's.
- r) The RSC main access door of storage area should be able to withstand fire for minimum 2 hours.
- s) All the firefighting arrangement are to be checked daily by the vendor with maintaining a record thereof and quarterly by Bank's representatives and a certificate to this effect that all desired preventive measures are in place to protect Bank's interest.
- t) Service Provider must have Pest control certificate from a reputed certified agency. Pest Control, Rodent Control, Reptile Control and Termite treatments are carried out regularly in the storage space for a Pest Free environment.
- u) The Building for storage must be constructed in accordance with local relevant legislations. Service Providers are required to demonstrate/provide evidence of legal ownership or lease of the storage facility with approved site/building plan.
- v) Service Providers are required to use reputed make racking system of high strength and submit racking certificate for strength and storage capacity from rack manufacture. Also, Structural Safety Certificate from Government Agency/Government recognized bodies for the racking system ensuring the structural stability is mandatory.
- w) Preferably 1 meter offset should be provided from the walls to the racking system.
- x) The Service Provider should have only pay roll employees in the management and supervision of operations. However for labor, loading/unloading and other basic and unskilled staff may be kept off-payroll. But such off-payroll staff should be recruited through reputed outsourced recruitment and placement agencies. E.S.I.C, P.F. registration and other regulatory provisions (whichever necessary) of such outsourced agencies is a must.
- y) The storage cartons must be dust resistant with flaps or a lid forming a protection against airborne particles as per following specifications.
Carton design: 5 ply die-cut bottom with corresponding 3 ply die-cut top lid with tuck-in on the top on the width sides Size: 42 cms x 32.5 cms x 26 cms.
Board properties: Top 180 GSM 24 BF paper and rest 140 GSM 20 BF.
- z) The Service Provider is required to operate the facility of storage of non-current records of banks in accordance with local legislative requirement in respect of health and safety legislation, employment law, fire safety law, relevant building codes.
- aa) The bank's representative / security official/RBI representative or any person/authority duly authorized by the Bank, reserves the right to inspect the RSC to confirm compliance at any time.

3.3 RETRIEVAL OF RECORDS

- a) The Service Provider undertakes to retrieve and deliver the requested cartons, files, vouchers, ledgers, registers and any other documents within below specified Turn- Around-Time (TAT) upon receipt of an authorized written request in the form of letters/scanned copy of letters from the authorized Person of the bank or upon receipt of online request in their software. The Agency's software should include the Retrieval categories viz. Ordinary and Express. Retrieval shall mean delivery to the bank's premises at different locations.
- b) On receipt of the request, the agency sends a confirmation mail/Alert/SMS to the authorized person, of the details of the documents being retrieved. The mail/Alert must also be sent to the authorized person's user account created in the service provider's software.
- c) The Record Management Agency then arranges to deliver the Box/File to the Bank with the tracking facilities made available to the Bank in their software (which is accessible online).
- d) After box/file's specific purpose is complete, the Bank sends a written letter/upload a request in the Agency's software for return of the retrieved Box/File.
- e) The agency arranges to pickup the retrieved Box/File by their pickup team and returns it to respective location in RSC.

NOTE :- For facilitating retrieval of records, Record Management Agency software should provide user name and Password. Further the agency should adopt the "Maker-Checker Concept" so as to enable any Bank Official to create a retrieval list and the list to be confirmed/authorized by the Authorized person.

In case of transfer of any officers, written information will be sent to the Record Management Agency to deactivate the user account of the officer being transferred. This is to ensure that, the secrecy of the documents of the particular Zonal Office/Department/Branch, kept with the Record Management Agency is contained within that particular Zonal Office/Department/Branch and to ensure the mishandling of Official records of the Bank.

In a month, if the permanent retrieval is more than 5% (by piecemeal or otherwise) of the total volume of boxes given to Record Management Agency for safekeeping, the service provide will inform the authorized person of the same.

3.4 TURN-AROUND-TIME (TAT)

Nature of Retrievals	Turn-Around-Time (TAT)
Ordinary Retrievals (2 Working days)	All requests from the Bank received by 6 P.M. under the ordinary retrieval category will be delivered by the Service provider within 2 working days to concerned premises.
Express Retrievals (1 working day)	All requests from the Bank received before 11 A.M. under the Urgent retrieval category will be delivered by the Service provider within 6 Hours to concerned premises.

3.5 REPORTS

The Service Provider is required to prepare the center wise/ branch wise reports as per Bank's requirement on monthly basis. Upon request from the Authorized person, the Service Provider must submit a hardcopy of the report. The report should also be made available to the Bank in downloadable format through the agency's software (having on-line access).

- a) Total number and details of the cartons with size containing records of the bank being stored at RSC (including the date and year till which the record is to be retained i.e. the retention period).
- b) Total number and details of the bank's cartons/records retrieved (delivered) during a period.
- c) Total number and details of the bank's cartons/records returned to the Bank.
- d) Total number and details of the bank's cartons/records destroyed.

3.6 RETENTION OF RECORDS

The authorized person, while issuing the records to the Record Management Agency Service Provider will provide the details like the date and year till the records are to be retained and maintained.

3.7 DESTRUCTION/PERMANENT RETRIEVAL OF NON-CURRENT RECORDS

- i. In the beginning of each quarter (January, April, July, October), the Service Provider will prepare the List of records, which have outlived their retention period in terms of Records Retention Policy and inform the Authorized person of the concerned branch/office/Department and seek their written consent for destruction.
- ii. Service provider should also seek consent for the mode of destruction i.e. shredding or burning or sell the documents for converting to pulp.
- iii. Upon obtaining the approval for the destruction of these non-current records, the agency may shred / burn/ sell the document to convert to pulp, the records/files meant for destruction only in the presence of authorized bank's officials.
- iv. Proof for the same should be submitted in the form of photographs (including the authorized person under whose presence the destruction was carried out).
- v. Mode, date of destruction and details of Bank's authority will be recorded in the system, against each relevant item which should be made available to the Bank on the agency's software.
- vi. Amount earned at RSC on account of selling record to the paper mill / scrap dealer for converting into pulp will be credited to Bank's Account in the head of "Miscellaneous Income". as specified by service availing offices'/departments'.
- vii. The Service Provider will arrange for transport, labor and other necessary support to send the non-current records to chemical furnace or paper mill, for burning or converting into pulp.

3.8 ON – LINE ACCESS

The Service Provider's software should be capable of providing online web based access of their system to the authorized person for making request for retrieval of Documents through this system. Also the software must be adaptable to make any future changes as per Bank's requirement.

3.9 IMPROVEMENTS IN PROCESSES

The Bank will be open to any up gradation/improvement in the system/processes which will contribute to better Records Management at its sole discretion (without any extra charges to the Bank).

3.10 MIGRATION OF BANK'S RECORD MANAGEMENT DATA

Bank plans to use the RMS system available with the Service Provider. However, in case bank intends to use its own RMS system in future, the Service Provider should provide necessary data to the Bank to facilitate such migration (without any extra charges to the Bank). However, if the migration of records is involved, permanent retrieval charges are applicable.

3.11 SUB CONTRACTING

As per scope of the RFP, subcontracting is prohibited. In view of the confidential and sensitive nature of documents, the sub-contracting will not be permitted under any circumstances. If the vendor is found to be sub-contracting, at any stage, the Bank will cancel the contract and forfeit the Performance Bank Guarantee besides taking other steps, as deemed fit by the Bank.

4. BID SUBMISSION

- a) Tenders are invited from all Indian Firms/Companies who are eligible to do Record Management business in India under relevant Indian Laws as in force at the time of applying.
- b) Bank shall not consider any request for date-extension for bid-submission on account of late receiving / downloading of Tender by any prospective Bidder. In case of any change, newspaper advertisement notifying the same will not be published. Hence the Service providers shall visit/see the Bank's website for changes made, if any, in the tender document.
- c) Bank reserves the right to amend the tender prior to the last date for bid-submission. Bank may at its discretion, extend the last date for bid-submission on any justified ground.
- d) Bidder shall bear all the costs associated with the preparation and submission of bid and Punjab & Sind Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- e) The Bank expects the bidders to carefully examine all instructions, terms and conditions mentioned in this RFP document before submitting its unconditional compliance as part of the RFP. Failure to furnish all information required or submission of an RFP not substantially responsive to the RFP in every respect will be at the bidder's risk and may result in the rejection of its response.
- f) Bids duly sealed should be submitted, in person, on or before the last Date and Time for bid submission at the address mentioned below. Bids are also required to be submitted electronically as mentioned in KEY- INFORMATION of this document

**PUNJAB & SIND BANK,
HEAD OFFICE GA DEPARTMENT,
2nd FLOOR, BANK HOUSE,
21 RAJENDRA PLACE,
NEW DELHI - 110 008.**

Tel: 011-25862474

E-mail: ho.ga@psb.co.in

Any other mode of submission, e.g. by courier, fax, e-mail etc. and submission of bid at any other place will not be accepted/considered. **No acknowledgement will be given for tender submission**

- g) Technical Bids and Commercial Bids are to be submitted in separate sealed covers, duly signed and super scribed as:

“TECHNICAL BID/COMMERCIAL BID FOR RECORD MANAGEMENT SERVICES FOR PUNJAB AND SIND BANK, HEAD OFFICE BUILDING 21, RAJENDRA PLACE, NEW DELHI – 110008.”.

- h) In the event of the specified date for bid-submission being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.
- i) Any bid received by the Bank after the last date/time for bid-submission will be rejected and returned unopened to the Bidder.

5. AUTHORITY TO SUBMIT BIDS:

- a) Only authorized personnel of the firm or organization shall sign the bid.
- b) The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the personnel.
- c) 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.
- d) The certified photocopy of Resolutions/Authority/ Power of Attorney having authority to authorize the person to submit Bid documents on behalf of the company shall be enclosed.

6. BID CONTENTS

6.1 TECHNICAL OFFER:

- a) The Technical Offer (T.O.) should be completed in all respects and contain full information required in the documents.
- b) It should not contain any price information. It is mandatory to submit the technical details in the prescribed format duly filled in along with the offer.
- c) In case of non-submission or partial submission of technical details, the Bank at its discretion may not evaluate the offer.
- d) The T.O. must be submitted in an organized and structured manner.

6.2 COMMERCIAL OFFER:

- a) The Price quoted should be only in Indian Rupees.
- b) The rates quoted in the Bid shall be inclusive of all labour, cleaning material, delivery and cost of material at site etc exclusive of GST charges. The loading and unloading charges if any shall also be included in the quoted rates. Further rates shall be inclusive of labour charges, uniform for labour, tools and materials required for cleaning, transportation, scaffolding, insurance premium covering any risk to labour etc.
- c) The Bids with correction and or overwriting, if not authenticated, will be **liable for rejection.**

6.3 EARNEST MONEY DEPOSIT/BID SECURITY DECLARATION

Bidders have to sign a Bid securing declaration as per annexure XVI accepting that if they withdraw or modify their Bids during the period of 180 days from issue of tender, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids/ request for proposals document, they will be suspended for the period of 5 years in the Bank from participating/ in request for bids/ request for proposals document and/or from being eligible to submit Bids/ Proposals for contracts with the Banks..

7. BID FEATURES

- a) All bids and supporting documentation shall be submitted in English only.
- b) All costs and charges related to the bid shall be expressed in Indian Rupees (in INR) only.
- c) The Bids shall be valid for a period of 180 days from the date of submission of bids. A bid valid for a shorter period shall be rejected by the Bank as non responsive.
- d) Bid shall be made in the legal name of the Service provider and shall be signed and duly stamped by the Service provider or a person duly authorized to sign on behalf of the Service provider.

8. PRE-BID MEETING:

A pre-bid meeting will be held on 22.07.2021 at 11.00 hrs at the following address to clarify doubts or queries if any of Bidders.

**PUNJAB & SIND BANK,
HEAD OFFICE GA DEPARTMENT,
2nd FLOOR, BANK HOUSE,
21 RAJENDRA PLACE,
NEW DELHI 110 008.**

Dated: 22.07.2021

Time: 11:00 A.M

Bidders 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 bidder in the following format (in word document) through e-mail ho.ga@psb.co.in and the hardcopy through courier/hand delivery. The last date of submission of queries is **20.07.2021 up to 17.00 hrs.**

S No	TENDER Clause No/Page No	TENDER Term	Bidders Request for following Clarifications

Changes if any made in the tender conditions, consequent to the pre-bid meeting will be informed to the Bidder participated in the pre-bid meeting besides uploading the corrigendum in Bank's website. However, newspaper advertisement notifying the corrigendum will not be published. Hence the Bidders shall regularly visit/see the Bank's website for changes made, if any, in the tender document consequent to Pre-bid meeting.

9. BID ESSENTIALS - CONTENTS OF DOCUMENT TO BE SUBMITTED

Bidder shall submit the following:

- a) The Bank in case of non-adherence to the Format or partial submission of bid will not evaluate the bid.
- b) Each page of it shall be serially numbered, signed and duly stamped by the service provider or a duly authorized person to sign on behalf of the Service provider,
- c) Any interlineations, erasure or overwriting shall be valid only if these are initialed by the person(s) signing the bid.
- d) The service provider shall submit the following:
 - a) Tender Offer as per the prescribed format.(Annexure I)
 - b) All pages of Tender (including corrigendum and pre bid if any) must be signed and stamped.
 - c) EMD/BID Security Declaration (Annexure XVI)
 - d) Details of Bidder (Annexure II)
 - e) Letter of Authorization to Tender (Annexure III)
 - f) Copy of Certificate of Incorporation
 - g) Copy of Memorandum of Association
 - h) Copy of GST Registration and PAN Card
 - i) Copy of Articles of Association
 - j) In case of Public Ltd Company - Certificate of Commencement of Business additionally
 - k) In case of Partnership firm - Registered Partnership deed additionally.
 - l) Self –declaration of blacklisting as per Annexure IV.
 - m) Agreement copies issued by the client since 2017.
 - n) Statement showing each year execution of contract. (Annexure V)
 - o) Certificate of letter stating the satisfactory performance of the Record Management Agency (as per Annexure VI – at least 5 Nos. – 3 Nos from Private/PSU/Govt. Organizations and 2 Nos. from PSB/Scheduled Banks).
 - p) Organizational Setup and trained Manpower available (Annexure VII)
 - q) Self- declaration certificate (as per Annexure VIII)
 - r) Audited Profit & Loss A/c and Balance Sheets for last three financial year 31.03.2019, 31.03.2020 and 31.03.2021. If balance sheet of FY 2020-21 is only CA certified then along with CA certified balance sheet for 31.03.2020 audited balance sheet for 31.03.2018 should be submitted.
 - s) Proof for Title of Space(s) acquired. (Lease/ownership documents and recent tax receipts).
 - t) Certificate from competent engineer/firm on dead weigh bearing and structural stability as part of the storage space(s).
 - u) Self-certification that all legal & technical formalities are completed for this storage space(s).

- v) Photocopies of valid registrations and license (i.e. Shop and Establishment license, ESIC and PF registration etc.)
- w) Photocopies of valid insurance policy.
- x) Membership Certificates. (ISO 9001, 27001 and PRISM/ARMA)
- y) Undertaking as per Annexure IX
- z) compliance certificate adhering to all the provision viz. fire safety, pest rodent, termite control

10. BID OPENING

- a) The Bank will open the bids, in the presence of Bidder's representative who choose to attend, at the time and date mentioned in Bid document at the address mentioned below

**Punjab & Sind Bank
2nd Floor, Bank House
H.O. G.A Department,
21, Rajendra Place,
New Delhi-110 008.**

Dated: 04.07.2021 Time: 3:00 PM

- b) Bidder's representatives who are present shall sign register evidencing their attendance. 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 and place on next working day.
- c) The commercial bid shall be opened in the presence of Bidder's representative, whose bids are considered as responsive as per the technical and other qualification criteria as underlined in the bid document. The Bank will prepare the minutes of bid opening.
- d) No offer can be modified or withdrawn by a Bidder after submission of Bid/s.
- e) If any or all of the bidders who submitted Bids are not present during the specified date and time of opening, the Bank will proceed further with opening of the Bids in their absence.

11. BID EVALUATION CRITERIA

11.1 TECHNICAL EVALUATION

The Technical proposal evaluation process will be evaluated as per Annexure XIII and will focus on the ability of Bidder to satisfy the requirements of the Bank ability and experience of Service Provider to satisfy technical requirements of the assignment, quality assurance procedures. Members of the Bank (at HO Level) will visit one or more RSCs of the pre-qualified service providers around Delhi/NCR to verify these criteria.

On the basis of the technical evaluation score, bank will empanel top 3 Record Management agencies for catering to the requirement of Branch Offices/Zonal Offices/Controlling Offices in Delhi /NCR region (i.e Head Office Delhi 1, Delhi 2, Noida and Gurgaon Zone.)

For engagement of Record Management agencies at ZO, the following procedure will be adopted.

- The list of Record Management agencies empanelled at Head Office would be circulated to the Zonal Offices.
- The Zonal Offices will then have to
 - Engage Record Management agency (out of the list), to cater to their requirements.

- Engaging of the Record Management Agency may be done only after evaluation of the technical feasibility based on the Record Storage Centre of the agencies under their Zone.

11.2 COMMERCIAL EVALUATION

The commercial bids of the bidder will be evaluated as per Annexure XV. The lowest total cost so worked out on the basis of the rates quoted would be considered as L1 rates.

11.3 CLARIFICATIONS OF BIDS

To assist in the examination, evaluation and comparison of bids the Bank may, at its discretion, ask the Bidder 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.

12. AWARDING OF THE WORKS

Technically qualified Bidders will have to match the L1 rates and payments will be made accordingly.

13. VALIDITY OF EMPANELMENT

The empanelment will be valid for a period of 5 years from the date of empanelment. However, the empanelment may be revalidated, in accordance with the rules in this regard. Each revalidation shall be for a period of one year from the date of expiry of previous empanelment / revalidation.

The empanelment shall be open for review by the Bank and liable to termination, suspension, or any other such action at any time, if considered necessary, by the Bank after issue of notice at least before one month, to the agency(s).

14. SIGNING OF PRE-CONTRACT INTEGRITY PACT

To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this tender shall be covered under the Integrity Pact (IP) policy of the Bank. The Pact essentially envisages an agreement between the prospective bidders/vendors and the Bank committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The format of the agreement is enclosed as Annexure-XV Signing of Pre Contract Integrity Pact with Bank would be one of the preliminary qualifications for further evaluation. In other words, entering into this pact would be one of the preliminary qualifications for this tender and the pact shall be effective from the stage of invitation of bids till the complete execution of the contract. Any vendor/ bidder the document or refusing to sign this integrity pact shall be disqualified in the bidding process.

SECTION II TERMS & CONDITIONS

1. SIGNING OF CONTRACT

The successful Service Provider(s) shall be required to enter into a contract with bank, within such period as may be specified the Bank. The contract papers shall be finalized in discussion with successful Service Providers with regard to the terms and conditions and other relevant clauses, which shall be in line with tender criteria, terms and conditions of the tender document. The contract will be valid for FIVE YEARS initially unless terminated by the bank before that date. The contract could also be renewed for further terms with mutual consent.

2. COMMENCEMENT OF WORK

Record Management services for branches under the jurisdiction of the Zonal Office should be commenced within 15 days from the placement of firm work orders. If fails to do so, the service provider will be suspended and shall not be eligible to participate in the Tenders invited by Punjab and Sind bank, for a period of Two years.

3. WORK PERFORMANCE

Time is the essence of Contract performance of the Contract shall be made by the service provider strictly in accordance with the time schedule specified by the Bank.

4. ASSIGNMENT & SUB LETTING

The Service Provider shall not assign/ sublet, in whole or in part, its obligations to perform under the contract, except with the bank's prior written consent.

5. AUDIT REQUIREMENTS

- i. The facility and the documents and books of accounts should be available for inspection by the internal/external auditors of the Bank, as also by the RBI auditors or any person/agency duly authorized by the Bank.
- ii. There should be computerized facility to track record while it is away from the original storage area. Movement of records should adhere to the policy defined by the Bank.
- iii. There shall be periodic internal/external audits to ensure that all processes are performed as per policy defined and required by the Bank.
- iv. There should also be facility for third party audit/audit by RBI or its representative.
- v. The system will maintain an audit trail of all relevant events and actions performed including:
 - Records added per day/week/fortnight/month.
 - Records edited/ updated/ deleted per day/week/fortnight/month.
 - Failed Transactions or unauthorized access or disapproved records on the basis of quality, etc.
 - Tracking the physical movement of the documents collected from the source to the final destination point.
- vi. Based on these audit trails, the system is expected to provide extensive options to retrieve statistics and generate charts and reports.
- vii. The system will prevent audit trail records from being modified or deleted by any person and users will have full access to their own audit trail. It will be clearly communicated to all

administrative users who have access to the audit trails, under which circumstances these trails are viewed and used. Access to an audit trail will require approval and password authentication by the Bank. The data base tables which contain the audit trails need to be encrypted so the direct retrieval of audit trail data from the database outside of the Solution system is not possible.

6. PAYMENT TERMS

Payment will be released by the respective HODs/In-charges of the Controlling Offices/Zones/Branches on monthly basis after successful collection, transportation, storage, retrieval, certified destruction and permanent retrieval of physical records; as per certification by the authorized person of the concerned office.

The payments will be made at the contracted rates on the basis of the L1 rates and shall be fixed throughout the contract period.

7. SECURITY DEPOSIT

a) The amount of initial security deposit shall be 3% in the form of BG/FDR initially valid for 13 months calculated based on estimated annual amount which will be obtained by the service provider at the respective offices.

b) For future years the security deposit will be reviewed every year and its calculation will be based on the bill of last month.

Eg. The contract issued in the M/O July 2020.

The bill for the last month (i.e. June 2021)= Rs. 100000

The Security amount for the July 2021 to June 2022= 3 % of 100000 x 12= 36,000/-

The previous year security amount will be refunded within one month after obtaining security deposit for next year, if nothing is recoverable, else necessary recoveries shall be deducted.

c) This security deposit will be refundable after 03 months after expiry of the contract or after the termination of the contract, subject to adjustment of amounts dues to the bank or on account of any statutory liability under the Contract Labour Act/Code of wage Act or such other Acts.

d) The release of such security deposit will not prejudice the right of the bank against the service provider to get reimbursed any amount or claim that is paid or met by the bank which is otherwise payable by the service provider.

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.

8. LIABILITY AND 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 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, as given in Annexure-XI, 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.

The vendor shall at all times indemnify the Bank, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trademark, copyright etc. or such other statutory infringements in respect of all the network equipment's supplied by it.

9. LIQUIDATED DAMAGES

In case fire, theft, dust, flood or any other mishaps, whereby the Bank's records are wholly destroyed the bank shall, without prejudice under the contract, shall claim as below.

- a) If due to the loss of the document there is an actual financial loss to the Bank or Bank incurs penalty or financial claims by third party, the Bank shall claim
 - i. The actual financial loss and/or the financial claims imposed on the Bank by third party.
 - ii. The storage charges already paid to the Agency for that particular document.
 - iii. The income that could have been earned by the Bank on destructing the document. (The most expensive means of destructive method will be considered for calculating the income that the Bank could have earned on destructing the document).
- b) If due to the loss of the document there is no actual financial loss of any kind to the Bank, the Bank shall claim
 - i. The storage charges already paid to the Agency for that particular document
 - ii. The income that could have been earned by the Bank on destructing the document. (The most expensive means of destructive method will be considered for calculating the income that the Bank could have earned on destructing the document).

Notwithstanding the provisions of contract, the Service Provider shall be liable to pay the claims so made by the Bank and will be terminated/blacklisted for default.

10. PENALTIES

Turn-Around-Time (TAT) is to be maintained at all the time else will attract a penalty at the rate of 0.5% of the monthly bill with maximum of 30% of monthly bill. Bank's decision on penalty will be final and binding on all parties concern.

11. 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 delay 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.

12. TERMINATION

- a) The Bank at its option without prejudice to its rights under the Contract, is entitled to terminate the Contract at any time by giving 30 days written notice to the Contractor in the following circumstance:
- i. In case the Bidder does not comply with any of his obligations/undertakings under the agreement/MoU.
 - ii. If the Bidder refrains from implementing any of the instructions received from the Bank within the stipulation of this Contract.
 - iii. In case of any breach of the terms and conditions of this contract by the supplier.
 - iv. PSB shall have the right to terminate business with the agency, if the TAT is not complied with. The decision in this regard will be taken by the Bank after issue of a show cause notice. Decision of PSB shall be final and binding on the agency.
- b) If the Supplier becomes bankrupt or debarred/prohibited by law or insolvent or causes or suffers any receiver to be appointed for its business or any assets thereof, compounded with its Creditors, or being a corporation, commence to be wound up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefit of its Creditors, the Bank shall be at liberty to terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Supplier or to the Receiver or Liquidator or to any person in whom the Contract may become vested or give such Receiver, Liquidator or other person the option of carrying out the Contract subject to his providing guarantee for amount to be specified by the Bank.

- c) Under such circumstances of termination, the records of the Bank (including offices/branch offices etc all over India) lying with agency shall be completely recalled free of cost. No charges will be paid to the agency in this instance.
- d) The final settlement of the agency will be made after making deductions for any financial loss incurred by the Bank in the process.

13. JURISDICTION AND APPLICABLE LAWS

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. This Tender Document shall be governed by and interpreted in accordance with the laws of the Republic of India.

14. 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.

15. 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.

Arbitration shall be held in New 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 New 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.

16. NON-DISCLOSURE AGREEMENT/SERVICE LEVEL AGREEMENT (SLA)

The Successful Bidder shall be required to sign Non-Disclosure Agreement (Annexure X) and Service Level Agreement (SLA) separately covering all terms and conditions of this tender and Purchase Order confidentiality and non-disclosure clauses

ANNEXURE I

OFFER LETTER FORMAT

(To be submitted on the Bidder's Letter Head)

To
The General Manager
(General Administration)
Punjab and Sind Bank
Head Office,
21, Rajendra Place,
New Delhi - 110088

Dear Sir,

Re: Offer for Record Management Services

We have read and examined the Tender for Empanelment of Record Management Agencies for Punjab and Sind Bank. We hereby submit the Tender for the rendering our services for Record Management as per the specified Scope of work by the Bank at the specified rates, in accordance with the Technical Specifications, and instructions in writing referred to in the General Rules and Instructions, and in all respects and in accordance with, such conditions so far as applicable for rendering Record Management services as mentioned in the Tender.

We hereby declare that we shall treat the Tender and other records connected with the work as secret/confidential and shall not communicate information/derived there from to any persons other than a person to whom we are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State / the Bank.

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

Shri. _____, authorized representative of the Company, is the person authorized to sign on behalf of the firm any Agreement for this work.

We agree that until a formal agreement on requisite value stamp paper is prepared and signed, this Tender with your written acceptance thereof shall constitute a binding contract between us.

Dated:

Signature of Service provider.

Witness, Name & address:

Full Postal Address including

1).

2).

Pin Code No.

Telephone No & Mobile No:

ANNEXURE II

DETAILS OF THE BIDDER (To be submitted on the Bidder's Letter Head)

Name	
Address	
Contact Person	
Phone No	
E-mail ID	-
Type of Organisation	
Date of Incorporation (shall be before 01.01.2017)	
GST No.	
Pan No.	
CA Certified (Turnover)	
2018-19 (in INR)	
2019-20 (in INR)	
2020-21(in INR)	
Audited P/L Account (Profit After Tax) (shall be profit making firm)	
2018-19 (in INR)	
2019-20 (in INR)	
2020-21(in INR)	
Balance Sheet (Networth) (shall be positive)	
2018-19 (in INR)	
2019-20 (in INR)	
2020-21(in INR)	
Address of RSC (in Delhi) with details of facilities available.	
Membership Certificates umber (PRISM/ARMA)	
Membership Certificates. ISO 27001 number	
Membership Certificates. ISO 9001 number	
E.S.I.C./EPF registration number	

I/We confirm that to the best of my / our knowledge the information provided above is correct and I/we understand that any concealment of facts will lead to my/our disqualification at any stage by the Bank.

Date:

Place:

SIGNATURE OF BIDDER

Authorized Signatory
(With Seal)

ANNEXURE III

**LETTER OF AUTHORIZATION TO BID
(To be submitted on the Bidder's Letter Head)**

No. Dated: / /2021

**The General Manager
(General Administration)
Punjab and Sind Bank
Head Office,
21, Rajendra Place,
New Delhi - 110088**

Dear Sir,

Sub: Letter of Authorization to submit Tender.

We M/s (Name and address of the Record Management Agency) hereby authorize Mr./Ms. (Name and Address of Authorized person), to submit Tender, and sign the contract on behalf of us for all the Record Management services required by the bank as called for, vide the bank's request for proposal reference no PSB/HO/GA/RM-1/2021.

Yours faithfully,

(NAME)

(Name of the Record Management Agency on whose behalf the proposal is submitted)

Note: This letter of authority should be on the letterhead of the Record Management Agency on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney.

ANNEXURE IV

**FORMAT FOR SELF-DECLARATION CERTIFICATE
(To be submitted on the Bidder's Letter Head)**

No. Dated: / /2021

**The General Manager
(General Administration)
Punjab and Sind Bank
Head Office,
21, Rajendra Place,
New Delhi - 110088**

Dear Sir,

Sub: Certificate of Self -declaration.

We M/s (Name and address of the Record Management Agency) hereby declare that our company/firm and any of its existing facilities has not been declared by to be ineligible to participate in such processes, or has been declared corrupt, fraudulent or blacklisted by any Public organization.

We fully understand that you are not bound to accept the Tender, if anything on the contrary is proved.

Yours faithfully,
(NAME)
(Name of the Record Management Agency on whose
behalf the proposal is submitted)

Note: This letter of authority should be on the letterhead of the Record Management Agency on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney.

ANNEXURE V

STATEMENT OF PAST EXPERIENCE

Name of the Bidder _____

SNo	Name of the Client	Description of the Service rendered					Contact Person of Client Organization (Name, Tel No, Fax , Address)

SIGNATURE OF THE BIDDER

Place:

DATE:

Note: Incase of partnership firm the experience certificate shall be in the name of partnership firm only (experience of individual/partners will not be considered)

ANNEXURE VII

ORGANIZATIONAL SET UP AND TRAINED MAN POWER AVAILABLE

S.No.	Name	Employee Code	Qualification	Experience	Works done	ESI No.	P.F. No.	Employed with your firm since	Any other information

Signature of the Bidder with Seal

ANNEXURE VIII

**FORMAT FOR SELF-DECLARATION CERTIFICATE
(To be submitted on the Bidder's Letter Head)**

No. Dated: / /2021

**The General Manager
(General Administration)
Punjab and Sind Bank
Head Office,
21, Rajendra Place,
New Delhi - 110088**

Dear Sir,

Sub: Certificate of Self -declaration.

We M/s (Name and address of the Record Management Agency) hereby declare that there has been no damage to records at any of our company is facilities due to **fire, flood or any other natural calamities besides theft , burglary etc.**

We fully understand that you are not bound to accept the Tender, if anything on the contrary is proved.

Yours faithfully,
(NAME)
(Name of the Record Management Agency on whose
behalf the proposal is submitted)

Note: This letter of authority should be on the letterhead of the Record Management Agency on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney.

ANNEXURE IX

FORMAT FOR SELF-DECLARATION CERTIFICATE

No. Dated: / /2021

**The General Manager
(General Administration)
Punjab and Sind Bank
Head Office,
21, Rajendra Place,
New Delhi - 110088**

Dear Sir,

Sub: Undertaking.

In case of nonexistence of our RSC (s) at the required Zone/location of the bank, we M/s (Name and address of the Record Management Agency) hereby undertake to open RSC(s) in accordance with the Technical Specifications as required by the Bank to cater the requirement for the specific Zone/location and work as per the specified scope of work.

We also undertake to commence operation of the RSC(s) for the specific zone within 6 months from the date of receipt of order of requirement from the bank. We also ensure adequate scalability in Storage space in the location(s) over the period for added records.

We fully understand we are liable for rejection at any stage (after award of work), if our agency conducts anything on the contrary.

Yours faithfully,
(NAME)
(Name of the Record Management Agency on whose
behalf the proposal is submitted)

Note: This letter of authority should be on the letterhead of the Record Management Agency on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney.

ANNEXURE X

NON-DISCLOSURE AGREEMENT

(Non-Judicial Stamp Paper of Appropriate Value)

This agreement made the _____ day of the month of _____ in the year 2021 BETWEEN, Punjab and Sind Bank a body Corporate constituted and functioning under the Banking Companies (Acquisition and Transfer of undertaking Act) 1970 with its Head Office at Bank House Building 21, Rajendra Place, New Delhi - 110088 , hereinafter referred to as "BANK", which expression shall unless exclude by or repugnant to the context mean and include its successors in interest and assignees , on the one part and.....(Name of the service provider), a company registered under Companies Act, 1956/ a firm registered under Partnership Act 1932 having its registered office at represented by its (director) Sri hereinafter referred to as the "SERVICE PROVIDER" on the other part;

WHEREAS the Bank having agreed render the services of the Service provider who agrees to provide Record Management services, as per the scope of the work and the various terms and conditions finalized between the service provider and the Bank,

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following Tenders not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz;
 - 2.1 The Tender with all Annexure.
 - 2.2 Letter of Acceptance, Letters from & to the service provider, if any, leading to and prior to acceptance letter.
 - 2.3 Corrigendum, if any.

In consideration of the payments to be made by the Bank to the service provider, the service provider hereby covenants and agrees with the Bank to complete the works in conformity with and subject to all terms and conditions/rules as mentioned in the aforesaid Tender which shall form part of this agreement.

In Connection to the above, the parties hereby agree as follows:

1. "**Confidential and or proprietary Information**" shall mean and include any

information provided to the service provider directly or indirectly, in writing, orally, by inspection of tangible objects (including, without limitation, documents, prototypes, samples, media, documentation, discs and code). Confidential information shall include, without limitation, any materials, trade secrets, network information, configurations, trademarks, brand name, know-how, business and marketing plans, financial and operational information, and all other non-public information, material or data relating to the current and/ or future business and operations of the Bank and analysis, compilations, studies, summaries, extracts or other documentation prepared by the Bank. Confidential Information may also include information disclosed to the Service Provider by third parties on behalf of the Bank.

2. The Parties shall protect the confidentiality of each other's Confidential Information in the same manner as they protect the confidentiality of their own proprietary and confidential information of similar nature. Each Party, while acknowledging the confidential and proprietary nature of the Confidential Information agrees to take all reasonable measures at its own expense to restrain its representatives from prohibited or unauthorised disclosure or use of the Confidential Information.
3. Confidential Information shall at all times remain the property of the Bank and may not be copied or reproduced by the Service Provider without the Bank's prior written consent.
4. The Service Provider may disclose the Confidential Information only to the Service Provider's employees and consultants on a need-to-know basis. The Service Provider shall have executed or shall execute appropriate written agreements with third parties, in a form and manner sufficient to enable the Service Provider to enforce all the provisions of this Agreement.
5. Neither Party shall use the other's name, trademarks, proprietary words or symbols or disclose under this Agreement in any publication, press release, marketing material, or otherwise without the prior written approval of the other.
6. Both the Parties agree that this Agreement will be effective from the date of execution of this Agreement by both Parties and shall continue to be effective till the Proposed Transaction is terminated.

Notwithstanding anything contained herein, the provisions of this Agreement shall survive and continue after expiration or termination of this Agreement for a further period of two year(s) from the date of expiration.

It being further clarified that notwithstanding anything contained herein, in case a binding agreement is executed between the Parties in furtherance of the Proposed Transaction, the terms and conditions of this Agreement shall become effective and form a part of that binding agreement and be co-terminus with such binding agreement and shall be in effect till the term of such binding agreement and shall after its expiry and or early termination shall continue to be in force in the following manner:

- i. years after the termination of the binding agreement
 - ii.years after the expiry of the binding agreement
- (whichever is earlier)

7. Each Party warrants that it has the authority to enter into this Agreement
8. This Agreement shall be governed by the laws of India. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in Bangalore, for any action or proceeding regarding this Agreement. Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of Procedure of the Indian Arbitration & Conciliation Act, 1996, including any amendments thereof. The arbitration tribunal shall be composed of a sole arbitrator, and such arbitrator shall be appointed mutually by the Parties. The place of arbitration shall be Bangalore, India and the arbitration proceedings shall take place in the English language.
9. Additional oral agreements do not exist. All modifications and amendments to this Agreement must be made in writing.
10. The Agreement and/or any rights arising from it cannot be assigned or otherwise transferred either wholly or in part, without the written consent of the other Party.
11. Miscellaneous Provisions
 - a. **Dispute Resolution Disputes**, if any, arising out of this Agreement remaining unresolved by mutual discussions shall be referred to a sole Arbitrator for Arbitration and the provisions of Arbitration & Conciliation Act, 1996, shall accordingly apply. The venue for such Arbitration shall be New Delhi.
 - b. **Governing Law** This Agreement shall be governed by and construed in accordance with the laws of India.
 - c. **Service Provider** shall not assign its rights or obligations under this Agreement except without the prior written consent of Punjab & Sind Bank. Any assignment or transfer of

this Agreement made in contravention of this clause shall be null and void.

d. **Waiver** No waiver of any provision of this Agreement shall be effective unless signed by Punjab & Sind Bank. The failure of The Bank to exercise any right herein or to require any performance of any term of this Agreement, shall not prevent a subsequent exercise or enforcement of the term or be deemed a waiver of any subsequent breach of the same or any other term of this Agreement.

e. **Entire Agreement** This Agreement is the entire agreement between The Bank and Service Provider and supersedes all prior representations and agreements between The Bank and Service Provider on non-disclosure of confidential information.

No change, amendment or modification of any provision of this Agreement shall be effective unless set forth in writing and signed by both The Bank and the Service Provider. If any provision, or any part of a provision, of this Agreement is declared, or is held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, then that provision or any such part of it shall, to that extent, be deemed not to form a part of this Agreement, but the validity and enforceability of the remainder of this Agreement shall not be affected.

f. **Effective Date** “In witness whereof the parties have hereunto put their hands and seal at Delhi on day mentioned herein before”

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

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

Signature of Service provider(with seal)

Signature of Authorized representative of the Bank / Accepting Authority.

Witness (Signature, Name & Address):

1).

2).

ANNEXURE XI

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 at 21, Rajendra Place, New Delhi - 110008 (hereinafter referred to as “Punjab & Sind Bank” which expression shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include its successors and assigns)

WHEREAS Punjab & Sind Bank vide its Tender No [-----] dated [-----] (Tender) had invited Bids from the eligible Bidders for Rendering Record Management Services for the Bank branches.

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

ANNEXURE XII

EVALUATION PROCEDURE FOR TECHNICAL BIDS

S.No.	DESCRIPTION	MARKING	
I	EXPERIENCE (MANDATORY)	MARKING	
i.	Experience in storing and managing physical records		
	-do- Minimum 5 Years	1	
	-do- 5 Years to 10 Years above	5	
	-do- 10 Years and above	10	
ii.	Experience in storing and managing physical records of at least 5 Govt. Dept / PSU / Nationalized Bank excluding Pilot Projects		
	-do- 5 customers	1	
	-do- 5 to 10 customers	5	
	-do- 10 customers and above	10	
iii.	Experience in storing and managing physical records of at least 2 Nationalized Bank excluding Pilot Projects		
	-do- 2 customers	5	
	-do- > 2 customers	10	
iv.	Volume of storing and managing physical records		
	-do- Minimum 2 Lac Cubic Feet	1	
	-do- 2 to 4 Lac Cubic Feet	5	
	-do- Above 4 Lac Cubic Feet	10	
v.	Aggregate space of exclusively for storing records, with provision to allot required storage space for the Bank's physical records		
	-do- Minimum 2,00,000 sqft	1	
	-do- More than 2,00,000 sqft out of which 15000 sqft < 1,00,000 sqft space is owned	5	
	-do- More than 2,00,000 sqft out of which 1,00,000 sqft space is owned	10	
vi.	Average annual financial turnover in the last three financial years i.e. 2017-18, 2018-19 and 2019-20 from records storage services rendered		
	-do- Rs.5 to 10 Crores	2	
	-do- Above Rs.10 Crores	5	
vii.	PAN India presence.		
	Minimum 5 RSCs in Delhi/NCR region.	1	
	5 to10 are RSCs in Delhi/NCR region	5	
	More than 10 RSCs in Delhi/NCR region	10	

II	SOFTWARE REQUIREMENTS	MARKING	
i.	The service provider should have implemented a Comprehensive Records Management Software with the ability to customized the process (With real time reports in downloadable format, Maker – Checker concept and MPLS Connectivity to all RSCs)	2	
ii.	In house IT Server setup with Firewalls and Anti Virus	1	
III	MISCELLANEOUS		
i.	Documentation on Business Continuity Plan	1	
ii.	Centralized customer service support	1	
I	RSC LOCATION		
i.	Requirement of Head Office and all branches of Delhi 1, Delhi 2, Noida and Gurgaon Zone is catered	10	
ii.	Requirement of HO and all branches of any 3 Zone (out of Delhi 1, Delhi 2, Noida and Gurgaon Zone) is catered	6	
iii.	Requirement of HO and any all branches of 2 Zone (out of Delhi 1, Delhi 2, Noida and Gurgaon Zone) is catered	4	
II	RECORDS STORAGE CENTRES	MARKING	
i.	Permanent Construction (Either R.C.C or Steel Framed Structure)	5	
ii.	Three Feet Plinth or with adequate drainage system (Here the structure’s efficiency against the flood is considered)	5	
iii.	RCC/Strong Roofing	5	
iv.	Exclusive Compound wall	5	
v.	Structural Safety Certificate from Government Agency/Government recognized bodies for the racking system ensuring the structure stability	5	
vi.	Charts showing daily attendance, pest control and rodent control and Fire Audit	4	
vii.	Adoption of Numbering system for Racks	3	
viii.	Use of Safety signboards in the Storage centre	1	
ix.	Power Backup	1	
III	STAFF REQUIREMENTS	MARKING	
i.	Trained Staff or adoption of Procedure Manual (for Inventory, Security & Facility management) by the Organization (If training is provided to the staff, proof for the same should be provide and in the case of procedure Manual a copy of the same must be submitted)	3	
ii.	Experienced staff (At least 3 years) – at least 5 people in the administrative level.	3	
iii.	Daily Housekeeping Staff	2	
iv.	Organizational culture (e.g. Uniform, Name Tags etc)	1	

IV	SECURITY REQUIREMENTS	MARKING	
i.	24 X 7 Security Guards	3	
ii.	Card/Biometric Access Control	3	
iii.	24 hrs CCTV Surveillance with Minimum 2 months recording	3	
iv.	Signboard with Emergency Contact Numbers	1	
V	FIRE SAFETY REQUIREMENTS	MARKING	
i.	Fire Resistant Doors	2	
ii.	Fire Sprinklers (only dry powder based) and Positioning of fire sprinkler@3 ft c/c	2	
iii.	Certified Fire Hydrant System	2	
iv.	Smoke (ionization type) and heat (rate of rise cum fixed temperature) detector System (also installed as per IS 2189).	2	
v.	Electrical fittings and wiring approved by Government approved contractors/consultant.	2	
vi.	Fire Drill sessions in every quarter	2	
vii.	Fire Audit on quarterly basis	2	
viii.	Layout of the warehouse indicating the fire exits and assembly points	2	
VI	PEST, RODENT, REPTILE AND TERMITE CONTROL	MARKING	
i.	Adoption of dehumidifying system/ Humidity Control System.	3	
ii.	Certificates showing the Pest Control and Rodent Control on regular basis	3	
VII	TRANSPORTATION FACILITIES	MARKING	
i.	Sufficient transportation facilities with GPS systems	5	
VIII	MISCELLANEOUS	MARKING	
i.	Documents indicating the Board properties of storage boxes	5	
ii.	Documentation on Disaster Recovery Plan	4	
iii.	Agency's software system Internal Audit	1	
	TOTAL SCORE		

**ANNEXURE XIII
COMMERCIAL BID FORMAT**

Details of Charges	Frequency of Charges	Unit	Indicative Price (INR)
Initial fixed operational cost: Box Set Up (Includes scope of work as mentioned in Section I, Clause 3.1)	One Time	Per Box	
Recurring cost (per box per month): Recurring cost includes storage charges including all maintenance charges (Storage rates for boxes between 201-500 will be considered in this case).	Monthly	Per Box	
0-200			
201-500			
501 and Above (should be less than rate quoted for the above two fields)			
Ordinary retrieval within 2 working days to be delivered to Branches/ Offices and recollecting as mentioned in tender. (including transportation charges)	Per File	Per Trip	
	Per Box		
	Bulk retrieval (For more than 10 boxes -50 boxes)		
Express retrieval within 24 hours to be delivered to Branches/ Offices and recollecting as mentioned in tender (including transportation charges)	Per File	Per Trip	
	Per Box		
	Bulk retrieval (For more than 10 boxes – 15 boxes)		
Re-filing (including transportation charges)	Per File	Per Trip	
	Per Box		
Retrieval : Scanned	On Demand	Per Image	
Permanent Retrieval	On Demand	Per File	
	On Demand	Per Box	
Destruction by Shredding and Selling to record to the paper mill / scrap dealer for converting into pulp	On Demand	Per Box	
Audit Access at Agency's Facility (4 people)	On Demand	Per Hour	

****The aforesaid charges are inclusive of taxes or any other Govt. levies and exclusive of Goods & Service Tax.***

*****These commercials shall be for a period of one year from the date of empanelment / previous revalidation.***

******And on expiry of the period of one year from the date of empanelment / previous revalidation, these commercials shall also be revalidated based on the C.P.I.***

ANNEXURE XIV

EVALUATION PROCEDURE FOR COMMERCIAL BIDS

S. No.	Name of Item	Approx. Boxes/Files	Rate (Indicative price quoted by the bidder)	Total cost
1.	Initial fixed operational cost: Box Set Up (Includes scope of work as mentioned in Section I, Clause 3.1)	100 Boxes		(Rate X 1)
2.	Recurring cost (per box per month): Recurring cost includes storage charges including all maintenance charges (Storage rates for boxes between 201-500 will be considered in this case).	100 Boxes		(Rate X 12)
3.	Cost of Ordinary retrieval • Ordinary retrieval within 3 days to be delivered to Branches/ Offices and recollecting as mentioned in tender.	250 Files (1 trips) 25 boxes (1 trips)		(Rates X 1)
4.	Cost of Express retrieval • Express retrieval within 24 hours to be delivered to Branches/ Offices and recollecting as mentioned in tender	120 Files(1 trip) 12 boxes (1 trips)		(Rates X 1)
5.	Re-filing	250 Files (25 trips) 25 boxes (50 trips)		(Rates X 1)
6.	Retrieval : Scanned (Ordinary retrieval charges per file without transportation will be included).	1000 images		(Rates X 1)
7.	Permanent Retrieval	10 Files 5 Boxes		
8.	Destruction	50 boxes		(Rates X 1)
9.	Audit access (To be calculated on hourly basis, 2 times – 8 hours)	2 times		(Rates X 1)
			(Total Cost)	

(Please note that the initial fixed operation cost will herein above will be considered as mentioned in the financial bid irrespective of the box size provided by the Company.)

ANNEXURE XV

UNDERTAKING FOR INTEGRITY PACT

**The General Manager
(General Administration)
Punjab & Sind Bank, Head Office,
21, Rajendra Place,
New Delhi - 110088**

Dear Sir,

INTEGRITY PACT

Subject: Submission of Tender for the work.....

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 2021, between, on one hand, Punjab and Sind Bank, acting through Shri....., Designation....., Punjab and Sind Bank, Government of India Undertaking (hereinafter called the “Principal/Bank” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the first part and M/s.....represented by Shri..... , authorized signatory of M/s.....(hereinafter called the “BIDDER/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 Rendering Housekeeping & Facility Management Services at HO, 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:-

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

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

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

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

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

(1) 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 demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

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

Section 5 - Previous transgression

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

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

Section 6 - Equal treatment of all Bidders / 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. Name and addresses of the Monitors are given below:

Sh. Ratan Kishore Bajaj,
Flat 801,Tower 2, Vipul Belmonte, Golf Course Road,
Sector 53, Gurgaon-122002,
Haryana (NCR) India.
Email: rkbajaj@gmail.com
Mob: 9818156262

- (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'. 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 Principal)
(Office Seal)

(For & On behalf of Bidder/ Contractor)
(Office Seal)

Place
Date

Witness 1: _____
(Name & Address) _____

Witness 2: _____
(Name & Address) _____

ANNEXURE XVI

DECLARATION IN LIEU OF EMD/BID SECURITY

(To be submitted on the Bidder's Letter Head)

(Bidder Name and Address) is/are submitting this declaration in lieu of Bid Security/Earnest Money Deposit for the tender for “Empanelment of Record Management Agencies for branches/offices of the Bank in DELHI/NCR Region” (PSB/HO/GA/RM-1/2021), thereby fully accepting that I/We will be suspended 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, under the following circumstances:-

- a) If after the opening of Tender, I/We withdraw or modify my/our Tender during the period of validity specified in the Bid Documents (including extended validity, if any) or do not accept the correction of the Tender Price pursuant to any arithmetical errors.
- b) If after the award of work, I/We fail to furnish the required Performance Security or sign the Contract, within the time limits specified in the Departmental Tender Document.

Signature of the Tenderer with seal