

PUNJAB & SIND BANK



REQUEST FOR PROPOSAL

FOR

**SELECTION OF VENDOR(S) FOR PROVIDING SERVICES ON REDEFINING
VISION & MISSION STATEMENT OF THE BANK**

RFP No: PSB/HOPMO/RFP/1/2025-26 dated 29.07.2025

Project Management Office

Address

Punjab & Sind Bank
Corporate Office, Block 3, NBCC Complex,
East Kidwai Nagar, New Delhi – 110023

&

Bank House, 21 – Rajendra Place, New Delhi - 110008

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Key Information

Particulars	Details
RFP Number and Date	PSB/HOPMO/RFP/1/2025-26 dated 29.07.2025
Tender Title	Request for proposal for selection of vendor(s) for providing services on redefining Vision & Mission Statement of the Bank.
Tender document / Participation Fee (Non Refundable)*	<p>Rs. 25,000 (INR Twenty-Five thousands Only) + 18% GST (Non-refundable) should be submitted online only in favor of Punjab & Sind Bank before last date of bid submission in the following account:</p> <p>IFSC Code: PSIB0009001 Bank: Punjab & Sind Bank, Account No. 90015040070003 (14 digits) Account Name. NEFT INWARD STP PARKING AC (GST No. 07AAACP1206G3ZX) Proof of NEFT to be submitted at the time of physical bid submission.</p>
Bid validity	180 days from the date of opening of the bid.
Performance Bank Guarantee (N)	N will be 3% of total project cost
Date of Publishing the tender on Bank's Website	29.07.2025
Last Date for submission of Pre-Bid Query	<p>08.08.2025 at 04:00 PM IST</p> <p>a) Pre bid queries should be submitted as per Appendix-C in MS- excel format. b) Queries must be mailed to ho.tp@psb.co.in only quoting tender reference number in the subject. Subject of the email should be given as "Pre-Bid Queries for PSB/HOPMO/RFP/1/2025-26 dated 29.07.2025". Queries reaching afterwards will not be entertained.</p>
Date and Time for Pre-Bid Meeting	<p>12.08.2025 at 04:00 PM IST</p> <p>Pre-Bid meeting will be held Online/Offline, and participants are requested to attend the meeting Online / Offline.</p>

	<p>Those who are interested in participating the Pre-bid meeting should share the participant details to (ho.tp@psb.co.in)</p> <p>Upon perusal of the same, the link / meeting id / details will be shared to the participants to participate in the virtual / physical meeting.</p>
Last Date and Time for submission of Bids	18.08.2025 at 05:00 PM IST
Date and Time of Opening of Bids	18.08.2025 at 05:30 PM IST
Date and Time of online opening of Commercial Bids	To be notified later to the qualifying bidders only.
Place of Opening of Bids	Corporate Office, Punjab & Sind Bank, Block 3, NBCC complex, East Kidwai Nagar, New Delhi -110023
Contact Persons for any clarifications/ Submission of Bids	<ol style="list-style-type: none"> 1. Sh. Aneesh P S, SRM ☎ 8810288230 2. Sh. Tirtharaj Ghosh, MGR ☎ 6291556970
Other Details	<ol style="list-style-type: none"> 1. Subsequent changes made based on the suggestions and clarifications as per pre-bid meeting shall be deemed to be part of the RFP document. 2. No suggestions or queries shall be entertained after pre-bid meeting. 3. This document may be downloaded from following website: GeM Portal (https://gem.gov.in/) and Bank's website (https://punjabandsindbank.co.in/). <p>Any amendments, modifications, pre-bid replies, clarifications or any communication etc. will be uploaded on the GeM Portal (https://gem.gov.in/) and the Bank's website (https://punjabandsindbank.co.in/). In this regard, no individual communication will be sent to any bidders.</p>
EMD (Bid Security)*	Rs. 1.00 lakh(s) (INR One Lakh only)
<p>Information for Online Participating through GEM portal</p> <p>The tender document is uploaded/released on GeM Portal (https://gem.gov.in/). Tender documents and supporting documents may be downloaded from same link. This Tender will also follow e-Tendering process which will be conducted at GeM Portal only.</p> <p><u>Following activities will be conducted online through the above website:</u></p> <ol style="list-style-type: none"> 1. Purchase/Download of RFP document including all Annexures. 	

2. Addendums /Corrigendum's to the RFP.
3. Submission of Technical & Indicative Commercial Bid by the Bidder.
4. Opening of Commercial Bid by the Bank.
5. Announcement of results, if any.

The tender document and supporting documents may also be downloaded from the Bank's official website (<https://punjabandsindbank.co.in>)

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

Note:

1. If any of the dates given above happens to be Holiday in Banks in Delhi, the related activity shall be undertaken on the next working day at the same time.
2. All Claims made by the Bidder will have to be backed by documentary evidence.
3. Bidders should submit bids well before time rather than waiting for the last moment to avoid any technical glitches or networking issues etc. at their end.
4. Bidders are requested to use a reliable internet connection (data cable / broadband) to safeguard themselves. The bank is not responsible for telephone line glitch, internet response issues, hardware hangs etc. at bidder's end while doing any activity w.r.t this RFP.
5. No Claim of any bidder shall be entertained, whatsoever for delayed submission of their bid at any stage because of any reason. Therefore, bidders are advised to submit their bids well before the scheduled time.

INTRODUCTION

- ❖ Punjab & Sind Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980, one of the nationalized banks of India, has a national presence through a widespread network of 1600 branches all networked under Centralized Banking Solution. It also has a network of 1041 ATMs spread across the country including onsite and offsite ATMs. With more than 116 years of customer services, the Bank has a large, satisfied clientele throughout the country. For enhancing customer convenience levels and overall inter-branch efficiency, the Bank has been a front runner in implementing various IT enabled products.
- ❖ The Bank intends to float the tender for providing services on redefining Vision & Mission Statement of the Bank based on the requirements, specifications, terms and conditions laid down in this tender and its Annexes.

This tender consist of four parts.

- **Chapter-I Instruction to Bidders**
- **Chapter-II Scope of Work**
- **Chapter-III Terms & Conditions**
- **Chapter-IV Legal & Contractual**

The bidder has to quote the prices as per Commercial Bid (Annexure-IX).

- ❖ This request for proposal document ('RFP document' or RFP) has been prepared solely for the purpose of enabling Punjab & Sind Bank (hereinafter referred to as the 'BANK') for selection of vendor(s) for providing services on redefining Vision & Mission Statement of the Bank.
- ❖ This invitation of Bids is limited to vendor(s) having presence in India or their Authorized Representative in India, provided firms fulfill the minimum qualification criteria.
- ❖ The successful bidder would be selected, prices would be finalized through this RFP process and an agreement would be entered into with the successful bidder/s.

DISCLAIMER

- The information contained in this Request for Proposal (RFP document) or any information provided subsequently to Bidder(s) whether verbally or in documentary form by or on behalf of the Bank, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This document shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.
- This RFP is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of bids. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the Bidder and the Bank. The purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposals.
- This RFP does not claim to contain all the information each bidder may require. Each Bidder should conduct its own investigations and analysis and is free to check the accuracy, reliability, and completeness of the information in this RFP and obtain independent advice, wherever necessary. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- The bank reserves the right to reject any or all bids/proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Punjab & Sind Bank shall be final, conclusive, and binding on all the parties.
- This RFP Document may not be appropriate for all persons, and it is not possible for the Bank Representatives, their employees, or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document.
- The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- The Bids should be unconditional and without any deviation. Such types of bids will be rejected and no communication will be done with the Bidders.

CHAPTER 1 - INSTRUCTIONS TO BIDDERS

1.1 Cost of Tender

The bidder downloading the tender document from the website is required to submit a non-refundable fee **online** as mentioned in **Key-Information** in favor of **PUNJAB & SIND BANK**, (Bank a/c details given in Key Information) before the last date and time of submission of bid, failing which the bid of the concerned Bidder will be rejected. It may be noted that the amount will not be refunded to any prospective bidder under any circumstances including cancellation of RFP. The soft copy will be available at GeM portal (<https://gem.gov.in/>) and the Bank's website (<https://punjabandsindbank.com>).

1.2 Language of the Bid

The bid as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Bank shall be in English language only.

1.3 Bid Currency & Price Structure

Prices shall be expressed in the Indian Rupees only. The bidder must quote price exclusive of all applicable GST. The cost will not depend on any variation in the dollar exchange rate/change in tax structure.

1.4 Bid System Offer

- a. The Bid Proposal being submitted would be binding on the Bidder. As such it is necessary that authorized personnel of the firm or organization sign the Bid. The designated official/person should have POA/Board Resolution clearly mentioning his/her authority to sign the bid on behalf of company authenticated by company secretary or by a senior official of the Organization having such authority to do so. The same person or a different person should be authorized who should have authority to quote. The Xerox copy of necessary document, Original Resolutions/ Authority/ Power of Attorney having authority to authorize the person to submit Bid Documents, on behalf of the Company shall be enclosed. 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 designated personnel.
- b. Any effort by a Bidder to influence the Bank in evaluation of his bid, bid comparison or contract award decision would result in the rejection of the said bid. The Bank's decision in this case would be final and without prejudice and will be binding on all parties.
- c. The Bank reserves the right to accept or not to accept any bid or to reject a particular bid at its sole discretion without assigning any reason whatsoever.
- d. Bid documents shall be submitted in a Single sealed envelope, proof of online payment towards document cost of RFP, EMD/Bid Security Declaration and other required documents as mentioned in the tender and a sealed envelope containing Price, duly super-scribing the envelope with the reference of this RFP, due date, name of the Bidder with contact details, Offer reference number etc. Bid documents should be duly filed and all the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages from the beginning of the submitted Bid Documents should be serially numbered with the

Bidder's seal duly affixed with the Signature of the Authorized Signatory on each page. Documentary proof, wherever required, in terms of the RFP shall be enclosed.

- e. The Bids containing erasures or alterations will not be considered. There should be no handwritten material, corrections or alterations in the Bids. All details must be filled in.

1.5 Two Bid System:

This is two-bid system which has following 2 parts:

Part A- Technical cum Eligibility Proposal: Indicating the response to the Pre-Qualification Criteria, Scope of Work and other terms & conditions. The format for submission of Technical Proposal is as per Appendix-A.

Part B- Commercial Bid: Furnishing all relevant information as required as per Commercial Bid as per Annexure- IX. Additionally, please follow instructions as per Appendix-B for submission of Commercial Proposal.

1.6 Preparation of Bids:

Part A: Technical cum Eligibility Proposal

- Before submitting the bid, the bidders should ensure that they conform to the Pre-Qualification Criteria as stated in RFP. Only after satisfying themselves of the Pre-Qualification Criteria, the Offer should be submitted.
- Technical cum eligibility Proposal should be submitted as per the format in Appendix-A. Relevant technical details and documentation should be provided along with Technical Proposal.
- It is mandatory to provide the compliance to the scope required by the bank.
- The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer.
- The Bank shall not allow / permit changes in any bid document once it is submitted.
- The relevant solution information, brand, and solution offered, printed product brochure, technical/functional specification sheets etc. should be submitted along with the Offer. Failure to submit this information along with the offer may result in disqualification.
- The Technical Proposal should be complete in all respects and contain all the information sought for. Masked Bill of Material must be attached in Technical Offer and should not contain any price information. The Part A - Technical cum Eligibility Proposal should be complete and should cover all products and services. Technical Proposal without masked Bill of Materials will be liable for rejection. Masked Bill of Material which is not as per instruction will make Bid liable for rejection. Masked bill of material should be a replica of actual Bill of Material except that it should not contain any price information (with Prices masked). It should not provide any price information like, unit price, tax percentage, tax amount etc.
- Masked Bill of Material which is not as per instruction will make Bid liable for rejection.

- Should be a replica of Bill of Material except that it should not contain any price information (with Prices masked).

Part B: Commercial Bid

- Commercial Bid should be submitted as per instruction in Appendix-B.
- Commercial Bid shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. The Commercial Bid should give all relevant price information as per **Annexure-IX**. Any deviations from the Bill of Material / non-submission of prices as per the format shall make the bid liable for rejection.
- The bidder must quote the best competitive price in the commercial bid.
- The bid must be made in an organized and structured manner.

***Note:** All Claims made by the Bidder will have to be backed by documentary evidence. The bidder is expected to examine all instructions, forms, terms and specifications in the RFP. Failure to furnish all the information required or to submit a Bid not substantially responsive to the RFP in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

1.7 Cost of Preparation

The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

1.8 Normalization of Bids

The Bank will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that Bidders are on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the commercial bid; the Bank may at its discretion ask all the technically shortlisted Bidders to resubmit the technical and commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of technical submission or till the Bank is satisfied. The Bidders agree that they have no reservation or objection to the normalization process and all the technically short-listed Bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The Bidders, by submitting the response to this RFP, agree to the processes, terms and conditions of the normalization process.

1.9 Submission of Bid and communication

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 not substantially responsive to the RFP in every respect will be at the bidder's risk and may result in the rejection of Bids.

Bids duly sealed should be submitted, in person and in electronic form too using the GeM portal (<https://gem.gov.in/>), on or before the last Date and Time for bid submission at the address mentioned below. Any other mode of submission, e.g. by fax, e-mail etc. will not be

accepted. No Claim of any Bidder(s) shall be entertained, whatsoever for delayed submission of their bid at any stage because of any reason. Therefore, Bidder (s) are advised to submit their bid well before the scheduled time.

Name and Address

Punjab & Sind Bank
Project Management Office Department
Corporate Office,
Block 3, NBCC Office Complex,
East Kidwai Nagar, New Delhi - 110023

Online bid submission is mandatory. The hard copies of bids of only those bidders who submitted bid documents online will be accepted. The hard copies of documents submitted should be same as submitted online. Bids will be opened in the presence of the bidder representatives who choose to attend the opening of tender on the specified date, time and place of bid opening. No separate intimation will be given in this regard.

Bank reserves its right to cancel the order even after issuing the letter of Intent (LOI) / Purchase Order, if bank receives any directions / orders from Statutory Body / RBI/Govt. of India in a nature that binds the bank not to take the project forward or any reasons whatsoever. The decision of the Bank shall be final in this regard without disclosing any reason to any bidder or person.

1.10 Late bids

- a) Any bid received after the due date and time for receipts of bids as prescribed in this RFP will be rejected. However, in case of the specified date of submission of bids being declared a holiday for the bank, the bids will be received up to the specified time on the next working day.
- b) The bank may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Bank and bidders, previously subject to the deadline, will thereafter be subject to the deadline extended.
- c) All such information will be published on Gem Portal and Bank's website. The bidders have to take note of it.

1.11 Modifications and/ or Withdrawal of Bids

- a) Bids once submitted will be treated as final and no modification will be permitted. No Correspondence in this regard will be entertained.
- b) The Bid should contain no alterations, erasures or overwriting. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of bid not substantially / conclusively responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid.
- c) No bidder shall be allowed to withdraw the bid after the deadline for submission of bids.
- d) In the case of the successful bidder, he will not be allowed to withdraw/back out from the bid commitments. The bid earnest money in such eventuality shall be forfeited and all interests/claims of such bidder shall be deemed as foreclosed.

1.12 Earnest Money Deposit (EMD):

1. The bidder shall furnish Non-interest earning Earnest Money Deposit (EMD) for Rs. 1.00 lakh(s) (INR One Lakh only) as mentioned in the Bid Schedule by way of Bank Guarantee drawn on any Scheduled Bank in India (except Cooperative Bank, RRB & Punjab & Sind Bank) in favor of Punjab & Sind Bank, payable at Delhi.
2. The same should be valid for an additional 45 days beyond bid validity period. Bank at its discretion can demand for extension for the validity of EMD. The format for submission of EMD in the form of Bank Guarantee is as per Appendix-D.
3. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favor of Punjab & Sind Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS) sent to Punjab & Sind Bank, **Defence Colony Branch New Delhi and PSIB0000250**. Any bid with bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be rejected summarily.
4. Non-submission of EMD leads to rejection of Bid.
5. All MSEs having registration as per provisions of the Public Procurement Policy for Micro and Small Enterprises i.e. District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME and Start-ups (recognized by DIPP) are exempted from submission of Tender Fee and EMD only. Relevant valid certificates should be submitted by the bidder in this regard to avail exemption. Bid Security Declaration should be submitted by eligible MSEs/Startups on Company's letter head with company seal and signature of the authorized person as per Annexure-III.
6. The EMD may be forfeited/ Bank Guarantee may be invoked:
 - a) If the bidder withdraws/amends the bid after bid submission date.
 - b) If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
 - c) The selected bidder withdraws his tender before furnishing the unconditional and irrevocable Performance Bank Guarantee.
 - d) The bidder violates any of the provisions of the terms and conditions of this tender specification.
 - e) In case of the successful bidder, if the bidder fails:
 - To sign the contract in the form and manner to the satisfaction of Punjab & Sind Bank.
 - To furnish Performance Bank Guarantee in the form and manner to the satisfaction of Punjab & Sind Bank.
 - Bank may proceed against the selected bidder in the event of any evasion, avoidance, refusal or delay on the part of bidder to sign and execute the Purchase Order / Service Level Agreements or any other documents, as may be required by the Bank, if the bid is accepted.
 - The Execution of Bid Security Declaration/ Invocation of EMD may suspend participation of the Bidder in any tender in this Bank for three (03) years.
7. Bid securities of the unsuccessful bidders will be returned to them after expiry of the

final bid validity and immediately after the award of the contract. The EMD of the selected bidder will be returned within 15 days after submission of Performance Security (PBG) and execution of Contract with the Bank.

1.13 Performance Bank Guarantee (PBG)

1. The successful bidder/s should submit a Security Deposit / Performance Guarantee as specified in Key Information within 30 days from the date of Purchase Order.
2. Security Deposit should be submitted by way of Bank Guarantee in favor of Punjab & Sind Bank payable at Delhi / Bank Guarantee may be obtained from any of the Scheduled Commercial Banks (except Cooperative Bank, RRB & Punjab & Sind Bank) for an amount of 3% of total project cost.
3. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favor of Punjab & Sind Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS) sent to Punjab & Sind Bank, **(Defence Colony Branch New Delhi, PSIB0000250)**. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be summarily rejected.
4. The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the printed letter head of the issuing bank.
5. Security Deposit/Performance Bank Guarantee should be valid for 03 months with an additional 03 months as claim period from the date of Contract.
6. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project. The contract period will automatically be extended till the Completion of the project.
7. The security deposit / bank guarantee will be returned to the bidder after one year of completion of Contract Period. If the Contract is extended, the selected bidder has to submit fresh PBG for 3% of the extended Contract value and period along with claim period and execute fresh/extension of Contract with the Bank within 15 days from the date of issuance of Purchase Order for renewal.
8. The Bank shall invoke the Bank guarantee, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.
9. Bank shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or Bank incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

1.14 Contract Period:

The terms and conditions of purchase order and RFP (read with addendums/Corrigendum/Clarifications) shall constitute a binding contract.

The Contract period will be of 03 (three) months or till the completion of in-scope activities in terms of RFP, whichever is later. The Contract Period will commence from the date of acceptance of PO. The Contract shall be extended automatically till the completion of in-scope activities without any additional cost to the Bank.

The bank may, at its sole discretion, extend the contract for a period up to 01 (one) month thereof subject to satisfactory functioning of the successful bidder at the same terms and conditions and mutually agreed rates. The decision to further extend the contract with the same bidder shall be at the sole discretion of the Bank. The Terms and Conditions of the Contract will remain the same for extended periods.

The Pre-Contract Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form a part of the Contract Agreement until the conclusion of the contract including extended period.

1.15 Evaluation Process of the Bids

1.15.1 Preliminary Scrutiny

- a. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.
- b. The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.
- c. The Bank will determine the responsiveness of each Bid to the Bidding Document. For the purposes of these Clauses, a responsive Bid is one which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law, Bank Guarantee will be deemed to be a material deviation.
- d. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence. The Bank reserves the right to evaluate the bids on technical and functional parameters, including possible visit to inspect live site/s of the Vendor and witness demos of the system and verify functionalities, response times, etc.
- e. If a Bid is not responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- f. If any information / data / particulars are found to be incorrect, bank will have the right to disqualify / blacklist the company and invoke the performance bank guarantee/ EMD at any stage of the project.

Two stage bid system is adopted for selection of the vendor:

- ▶ Stage 1 – Eligibility Bid evaluation – Document based.
- ▶ Stage 2 - Evaluation methodology for eligible bidders – through QCBS
 - Technical Bid Evaluation – 75% weightage
 - Commercial Bid Evaluation – 25% weightage

During evaluation of the Bids, the Bank, at its discretion, may ask the Vendor for clarification in

respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted. The Bank reserves the right to accept or reject any Bid in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the Bidders to this document and bank will not entertain any correspondence in this regard. The process will be valid and Bank reserves the right for selection of vendor, even when only one bid is submitted, subject to meeting of eligibility criteria and other conditions laid down in the RFP.

Eligibility Bid

Eligibility criteria to be met mandatorily by the bidders:

Sr.	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED
1.	Proof of Earnest Money Deposit	To be submitted along with the bid.
2.	The bidder should be a registered company in India as per Company Act 1956 & 2013 operating since last 5 years as on the date of RFP.	Copy of the certificate of incorporation issued by The Registrar of Companies and Copy of the certificate of commencement of business.
3.	The bidder should have valid PAN and GST Registration in India	Copy of Valid PAN Card, GST Registration Certificates issued by competent authority in India
4.	The bidder should have a minimum turnover of INR 2 crore per annum for each of the past 3 financial years (i.e. 2022-23, 2023-24 & 2024-25) along with positive net worth.	Provide CA Certificate mentioning the turnover and net worth for each financial year, along with Audited Financial statements (Balance sheet & Profit & Loss statement). The CA certificate provided in this regard should be without any riders or qualification.
5.	The bidder should be a profit-making company during last three consecutive financial years (2022-23, 2023-24 & 2024-25) and should have a positive Net Worth.	Statutory Auditor/ CA Certificate with Registration Number / Seal along with Certified copy of audited accounts (Balance Sheet along with Profit and Loss Statements) as supporting documents. The CA certificate provided in this regard should be without any riders or qualification.
6.	The bidder should have experience of conducting similar assignments for at least two BSE/NSE Listed Corporates and the details of the same should be provided.	A copy of engagement letter/ work order/ letter of award <u>along with</u> Project Completion Certificate Annexure- XI) with relevant details for each assignment to be furnished by the bidder.

7.	The Bidder to provide information that none of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners is not owned by any Director or Employee of the Bank.	Undertaking to be submitted duly signed by the authorised signatory of the Bidder.
8.	The Bidder should not have been blacklisted at the time of submission of the bid by any regulator / statutory body/ any government department/ PSU/ BFSI in India.	To be provided as per Annexure-VI.
9.	The bidder should not be involved in any litigation which threatens solvency of company.	Certificate is to be provided by the chartered accountant /statutory auditor, as per Annexure-X.
10.	Labour Law Compliance	Undertaking to be submitted duly signed by the authorised signatory of the Bidder.
11.	Integrity Pact	Appendix-F duly signed by the authorised signatory of the Bidder.
12.	Non-Disclosure Agreement	To be submitted as per Annexure-VII duly signed by the authorised signatory of the Bidder.

The Bank will evaluate the response to the RFP of the Bidders who are found eligible as per the eligibility criteria mentioned in the RFP. There will be scoring involved in the eligibility evaluation. Bids of only those Bidders who have been found to be in conformity with the eligibility terms and conditions during the preliminary evaluation would be considered by the Bank for further detailed evaluation. The Bidders who do not meet the eligibility criteria and all terms during preliminary examination will not be considered for further evaluation.

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions in the documents submitted in pursuance of eligibility criteria, should be highlighted. The decision of the Bank on evaluation of bids shall be final and binding on all bidders and the Bank won't accept/consider any kind of claims whatsoever from the bidders.

It shall be the responsibility of the bidder to submit required documentary proofs which are necessarily unambiguous and shall be capable of establishing beyond any doubts that bidder is satisfying the criteria/clause for which the document is submitted.

The Bank may use the services of external consultants for technical evaluation.

1.15.3 Evaluation Methodology for Eligible Bidder

The technical evaluation and the commercial evaluation shall have the weightage of

75% and 25% respectively and this weightage shall be considered for arriving at the successful bidder. Contract shall be awarded to the bidder who scores the highest weighted score. The evaluation methodology vis-à-vis the weightages is as under:

1.15.3.1 Technical Bid evaluation

The vendor needs to achieve a cut – off score of 75 marks in this evaluation stage to be qualified for commercial bid opening. Only those vendors who achieve the specified cut–off scores would be short-listed for Commercial Bid Submission & Evaluation.

- The Bank shall evaluate the Technical Proposals only for those bidders who satisfy the pre-qualification / Eligibility criteria as referred in this document. The technical proposals will be evaluated based on their responses specified in this document. Evaluations will be based on documentary evidence submitted by the bidder with respect to evaluation / selection criteria demonstrating its technical capabilities and competence.
- The bidder will have to demonstrate proven capabilities in each of the segments as defined under the terms of reference and due weightage will be given to each segment in the overall scoring.
- Each responsive proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond adequately to aspects of the RFP or if it fails to achieve the minimum technical score indicated in this document. The Technical proposals which are unsigned, and incomplete shall not be evaluated.
- A presentation before the Bank is to be made by the eligible Bidder on their understanding of the key considerations, live demo of tools from the scope of work, proposed Methodology and Approach to be adopted, and proposed team, Work Schedule and Activity Schedule etc. as mentioned in technical evaluation criteria. The technical capabilities & competence of Bidder should be clearly reflected in the presentation.
- The date & time of presentations will be notified by the Bank, no changes in the schedule will be entertained thereafter.
- The technical capabilities and competence of the potential Firm reflected in the technical proposal made available should be consistent with the presentation to be made before the committee.

Based on the details submitted by the Bidder in the Technical Bid, the Technical Evaluation of the eligible Bidder will be carried out as furnished below:

Sn	Sub-parameter	Remarks	Max Sub-Score
	Experience		
1.	Experience/case studies of relevant experience of projects as per scope. Scoring Methodology- <ul style="list-style-type: none"> • 30 marks - if the criteria are met for 1 or more Public Sector Bank in India • 20 marks - if the criteria are met for 1 or more Private 	A copy of engagement letter/ work order/ letter of award <u>along with</u> Project Completion Certificate (Annexure XI) with relevant details for each assignment to be furnished by the bidder.	30

	Sector Bank/ Foreign Bank in India <ul style="list-style-type: none"> 10 marks - if the criteria are met for any BFSI not covered above. 		
2.	Years of bidder experience Introduction of Branding, Tagline / Vision, and Mission Statement for other Brands/Corporates Scoring Methodology- <ul style="list-style-type: none"> Experience more than 10 years: 20 marks Experience 5 to 10 years:: 15 marks Experience less 5 years: 10 marks 	Work Order / Empanelment Letters – at least 1 each for the last 10 FYs. 2015-16, 2016-17, 2017-18, 2018-19, 2019-20, 2020-21, 2021-22, 2022-23, 2023-24, 2024-25 or earlier indicating that the Agency has been providing these services for at least 5 Years.	20
3.	Average Turnover in Last 3 Financial Years Scoring Methodology – <ul style="list-style-type: none"> ₹10 Cr and above: 20 marks ₹5 Cr to < ₹10 Cr: 15 marks ₹2 Cr to < ₹5 Cr: 10 marks 	Provide CA Certificate mentioning the turnover and net worth for each financial year, along with Audited Financial statements (Balance sheet & Profit & Loss statement). The CA certificate provided in this regard should be without any riders or qualification.	20
4.	Proposed Approach and Methodology <ul style="list-style-type: none"> Understanding context of scope of work Proposed approach and methodology for the entire scope of work, 	Documents to be given.	10
5.	Proposed Team Profile & Deployment <ul style="list-style-type: none"> Qualification and Experience and profile of Subject Matter Experts assigned (10 Marks) Team Deployment Plan (10 Marks) 	Profile of the employees along with name, qualification, experience should be furnished on the company's letter head (Annexure XII)	20
Total			100

The Bidder will have to demonstrate proven capabilities in each of the segments as defined under the terms of reference and due weightage will be given to each segment in the scoring under this parameter.

**The methodology for awarding the score for team profile and deployment shall be as detailed below:*

Marks shall be awarded for Subject Matter Expert based on their education & experience.

Evaluation of the Proposed Team - Subject Matter Expert Only					
Experience (in Years)	>=10 Years	>= 8 Years	>= 6 Years	>= 5 Years	>=4 Years
Marks	5	4	3	2	1

Qualification	Marks
MBA/ Equivalent Master's Degree	5
Graduation Degree	3

Team Deployment Plan shall be evaluated based on the proposed team members (Consultancy) to be deployed for Project:

Team Deployment Plan			
Number of Onsite Resources (including Team Leader)	>= 3	2	1
Marks	10	7	4

Note: The above-mentioned number are minimum/indicative in nature. Kindly ensure that optimum number of resources are deployed as per the requirement. The bidder needs to score a cut-off of 60 marks in technical scoring for getting shortlisted for commercial bidding. In case one / none of the bidder score a minimum of 70 marks then the bidders who have achieved the top 3 scores will qualify for the commercial evaluation stage. However, the Bank may at its discretion consider the next highest technical score.

1.15.3.2 Overall evaluation criteria

This will be a TECHNO COMMERCIAL EVALUATION and accordingly the technical evaluation will have 75% weightage and commercial evaluation shall have 25% weightage. These weightages shall be taken into consideration for arriving at the successful bidder. The evaluation methodologies vis-à-vis the weightages are as under:

$$S = (T/T_High \times 75) + (C_Low/C \times 25)$$

Where:

S = Score of the Bidder

T = Technical score of the Bidder

T_High = Highest Technical score among the Bidders

C = Quote as provided by the Bidder (please refer to Annexure-IX)

C_Low = Lowest Quote of C among the Bidders

The Bidder securing the highest score becomes the successful Bidder.

Bank reserves the right to waive any of the Technical and Functional Specifications during technical evaluation, if in the Bank's opinion it is found to be minor deviation or acceptable deviation.

The decision of the Bank on evaluation of bids shall be final and binding on all bidders and the Bank won't accept/consider any kind of claims whatsoever from the bidders.

It shall be the responsibility of the bidder to submit required documentary proofs which are necessarily unambiguous and shall be capable of establishing beyond any doubts that bidder is satisfying the criteria/clause for which the document is submitted.

The Bank may use the services of external consultants for technical evaluation.

In case the input/ feedback received from the Customer is negative/ unsatisfactory, the bank reserves the right to reject the Bid. The Bank, at its discretion, may choose to open the commercial bid of the only bidder who qualifies.

Negotiations, if considered necessary, shall be held only with H1 i.e. the successful Bidder after combined evaluation of the Technical and Financial Bid, as indicated above. In case of a tie in the final combined technical and financial score, the Bidder with higher technical score will be invited for negotiation and selection first. Under no circumstance, the financial negotiation shall result in an increase in the price originally quoted by the successful Bidder.

1.15.3.3 Preference for Make in India order 2017 (PPP-MII order)

- In the tendering process, bank will follow the guidelines on Public Procurement (Preference to make in India), order 2017 (PPP-MII order) issued by GOI, Ministry of commerce and industry, Department of industrial Policy and Promotion Letter No. P-45021/2/2017 (BE-II) dated May 29, 2019, revised on 04.06.2020, further revised on 16.09.2020 and subsequent amendments.
- Salient features of the order are given below:
 1. Class- I Local supplier means a supplier or service provider whose service or product offered for procurement, has local content equal to or more than 50%, as defined in the above mentioned order.
 2. Class-II Local Supplier means a supplier or service provider whose service or product offered for procurement, has local content more than 20% but less than 50%, as defined in this order.
 3. Non local supplier means a supplier or service provider, whose product or service offered for procurement, has local content less than or equal to 20%, as defined in this order.
 4. Local content means the amount of value added in India which shall unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

Certificate of Local Content: The Class-I Local Supplier / Class-II Local Supplier shall provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration number with seal.

1.15.4 Opening of Price Bids

The bidder must quote the best competitive price in the commercial bid. Please note the contents and comply with the requirements of the same.

Only those bids which are found to be technically responsive will be informed of the date / time / venue of opening of price bids.

The Bids will be evaluated as per criteria mentioned in this RFP document. Thereafter the Bank reserves the right of selection of vendor by rates quoted (who are found eligible after evaluation of Bids).

Abnormal low bid prices/predatory pricing

An abnormally low bid is one in which the bid price, in combination with other elements of the bid, appears so low that it raises material concerns as to the capability of the bidder to fulfil the contract at the offered price. In such cases, the Bank shall be within its absolute right to seek written clarifications from the bidder/s, including detailed price analysis of the bid price in relation to the scope, schedule, allocation of risks and responsibilities, and any other requirements as the Bank may deem necessary.

If, after evaluating the price analysis, Bank determines that the bidder/s has/have substantially failed to demonstrate its capability to deliver the contract at the offered price, bank may at its sole discretion:

- a. reject / cancel the bid/proposal after giving 7 days' notice to such bidder/s; and /or
- b. forfeit the bid security and/or invoke Bank Guarantee; and /or
- c. recover cost incurred/to be incurred by the bank for the delay in implementation including the penalty, if any, imposed by the Regulator/Government/Other authorities for non-compliance of Regulatory/ Government/Other authorities guidelines; and /or
- d. debar such bidder/s from future RFP processes/contracts for the period as deemed fit by the Bank; and/or
- e. circulate the list of such entities to member organization/s for circulation among members and/ or
- f. Circulate/publish the list of such entities, as deemed fit.

1.15.5 Clarification of bids

To assist in the scrutiny, evaluation and comparison of offers/bids, the Bank may, at its sole discretion, ask some or all Bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidder. The bidder has to respond to the bank and submit the relevant proof /supporting documents required against clarifications, if applicable, within the time frame stipulated by the Bank.

The bidder shall notify the Bank in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the bidder from any liability or obligation under the contract. The Bank reserves the right to accept such an arrangement or reject the proposal outright. Proof of such contracts should be submitted in the Bid response to RFP.

The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. The bank's decision about 'minor non-conformity' is final and the waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.

1.15.6 Commercial Evaluation:

1. The commercial bids of only the technically qualified bidders will be opened.
2. In the commercial bid, prices shall be expressed in Indian Rupees only. The bidder must quote prices exclusive of all applicable taxes / GST and duties. The cost will not depend on any variation in dollar exchange rate/change in tax structure.
3. The bidder must quote the best competitive price in the commercial bid.

1.16 No commitment to accept lowest or any bid

The Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete.

1.17 Right To Accept Any Bid and To Reject Any OR All Bids/Cancellation of Tender process

Punjab & Sind Bank reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof even after issuance of letter of Intent. Any decision of Punjab & Sind Bank in this regard shall be final, conclusive and binding upon the bidders. The Bank reserves the right to accept or reject any Bid in part or in full, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. During any stage of evaluation process, if it is found that the bidder does not meet the eligibility criteria or has submitted false /incorrect information the bid will be summarily rejected by the Bank and no further correspondence would be entertained in this regard. Bank further reserves the right to amend, rescind, reissue or cancel this RFP and all amendments will be advised to the Bidder and such amendments will be binding upon them. The Bank also reserves its right to accept, reject or cancel any or all responses to this RFP without assigning any reason whatsoever. Further please note that the bank would be under no obligation to acquire any or all the items proposed. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of Punjab & Sind Bank and the bidder.

1.18 Correction of Errors

Bidders are advised to exercise greatest care in entering the pricing figures. No corrigendum or requests for prices to be corrected will be entertained after the bids are opened. If there are any corrections in the bid document, the authorized signatory should initial them all, failing which the figures for such item shall not be considered. Discrepancies in bids will be corrected as follows:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall prevail.
- If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail
- Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of Bank, there is an obvious error such as a misplacement of a decimal point, in which case the line-item total will prevail.
- Where there is a discrepancy between the amount mentioned in the bid and the line-item total present in the schedule of prices, the amount obtained on totaling the line items in the Bill of Materials will prevail.
- The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail.
- In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
- The Highest Technical bidder shall not automatically qualify for becoming selected bidder and for award of contract by the bank.
- The Lowest Commercial Bidder shall not automatically qualify for becoming selected Bidder and for award of contract by the Bank.
- The commercials will be calculated till two decimal points only. If the third decimal point is greater than .005 the same shall be scaled up else, it shall be scaled down to arrive at two decimal points. Bank will make similar treatment for 4th or subsequent decimal point to finally arrive at two decimal points only.
- If for some reason, negotiations with the successful bidder fail to result in an agreement within a specified timeline, the Bank reserves the right to award the contract to the next most eligible bidder based on the evaluation.
- The Bank shall not incur any liability to the affected Bidder on account of such rejection.

Based on the Bank's requirements as listed in this document, the bidder should identify and offer the best-suited solution / bill of material for the product that would meet the Bank's requirements and quote for the same.

During RFP process, if any event of conflict arise between the content of the Annexures submitted by bidders and the main body of RFP, then the content of main RFP shall prevail/ applicable.

1.19 Soft copy of tender document

The soft copy of the tender document will be made available on the Bank's website (<https://punjabandsindbank.co.in/>) & GeM Portal (<https://gem.gov.in/>). However, the Bank shall not be held responsible in any way, for any errors / omissions /mistakes in the downloaded copy.

The bidder is advised to check the contents of the downloaded copy for correctness against the printed copy of the tender document. The printed copy of the tender document shall be treated as correct and final, in case of any errors in the soft copy.

1.20 Bid validity period

Bids shall remain valid for 180 (One Hundred Eighty) days from the date of submission of Bid. The Bank holds the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence. In exceptional circumstances, The Bank may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. The extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended.

A Bidder acceding to the request will neither be required nor be permitted to modify its bid. A Bidder may refuse the request without forfeiting its bid security. In any case the bid security of the Bidders will be returned after completion of the process.

1.21 Pre-bid meeting

For clarification of doubts of the bidders on issues related to this RFP, the Bank intends to hold a Pre-Bid Meeting on the date and time as indicated in the RFP in **Key-Information**.

For any clarification with respect to this RFP, the bidder may send an email to (ho.tp@psb.co.in) by last date of submission of queries as defined in **Key-Information** in this document. No queries will be entertained from the bidders after the above date and time.

If the meeting date is declared as a holiday under NI Act by the Government after issuance of RFP, the next working day will be deemed to be the pre-bid meeting day.

The format to be used for seeking clarification is mentioned in **Appendix-C (Pre-bid Query Format)**. It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be sent to the email-id as stated earlier. No oral or individual consultation will be entertained.

The bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.

Only two authorized representatives of the bidders who have purchased the RFP will be allowed to attend the meeting.

The Bank will consolidate all the written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available over website of the Bank. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.

Non reply to any of the queries raised by the vendors during pre-bid Meeting shall not be considered as acceptance of the query/issue by the Bank.

1.22 Amendment to RFP Contents

At any time prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) requested by a prospective bidder, modify the RFP contents by amendment. The amendment will be published on Bank's website &

Gem portal and will be binding on bidders. However, it is the bidder's responsibility to keep its communication channels (face-to-face, phone, fax, e-mail etc.) alive including observing Bank's website for latest development in this regard. The Bank will not be liable for any communication gap. To provide prospective bidders, reasonable time to take the amendment into account for preparation of their bid, the Bank may, at its discretion, extend the last date for bid-submission.

1.23 Disqualification

Any form of canvassing/ lobbying/ influence/ query regarding short listing, status etc. will result in disqualification.

1.24 Fixed Price

The prices quoted in the tender response will be fixed for the period of the contract. The price should be exclusive of all taxes and levies which will be paid by the Bank at actual.

1.25 Project Execution

The entire project needs to be completed expeditiously. The Bank and the selected bidder/s shall nominate a Project Manager immediately on acceptance of the order, who shall be the single point of contact for the project. However, for escalation purpose, details of other persons shall also be given. The project manager nominated by the bidder/s should have prior experience in implementing a similar project.

1.26 Confidentiality of the Bid Document

The Bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.

CHAPTER 2- SCOPE OF WORK

The Bank invites proposals from experienced and dynamic agencies to assist in the development of refreshed Vision and Mission statements for the Bank that align with the institution's evolving strategic direction, core values, and long-term aspirations. These statements must reflect the Bank's unwavering commitment to excellence, emphasizing its concern, care, competence, and commitment to customers, employees, and other stakeholders.

The engagement is expected to follow a structured, multi-phase methodology grounded in industry best practices and inclusive stakeholder engagement. This approach will ensure the resulting Vision and Mission are not only inspirational but also actionable, grounded in reality, and embraced across the organization.

Bank reserves the right to modify the scope due to change in regulatory prescription, market scenario and internal requirement.

Phase-wise Scope (0-90 days)

SN	Phases	Schedule
Phase 1	Project Initiation & Planning	Day 1–7
Phase 2	Assessment and Analysis	Day 8–21
Phase 3	Employee Engagement & Survey	Day 22–35
Phase 4	Focus Group Discussions & Visioning Workshop	Day 36–50
Phase 5	Drafting and Refinement	Day 51–65
Phase 6	Finalization & Communication Roadmap	Day 66–80
Final Review	Presentation to Leadership & Closure	Day 81–90

1. Project Initiation and Planning (Day 1-7)

Objective: Establish the foundation for the engagement with clearly defined goals, governance structure, and communication protocols.

- **Define Objectives & Scope:**
 - Clarify the overall project objectives, scope of services, expected outcomes, and success metrics.
- **Develop Communication & Governance Plan:**
 - Establish a project governance framework detailing timelines, key milestones, review mechanisms, roles and responsibilities, and escalation procedures.

2. Assessment and Analysis (Day 8-21)

Objective: Conduct a comprehensive review of existing frameworks and benchmark best practices to inform the redesign process.

- **Review Existing Strategic Artifacts:**
 - Analyze the current Vision and Mission statements in the context of the Bank's strategic roadmap, core values, and long-term business objectives.

- **Conduct Industry Benchmarking:**

- Evaluate competitor positioning and global best practices in the financial services sector to identify white spaces and innovative opportunities.

3. Employee Engagement and Data Collection (Day 22-35)

Objective: Ensure broad-based participation through quantitative and qualitative methods to capture diverse perspectives from across the organization.

- **Quantitative Research:**

- Design and conduct an online survey targeting approximately **10,000 employees**, spanning multiple roles, levels, and geographies to gather data on perceptions, aspirations, and alignment with the current mission and vision.
- The vendor will be responsible for arranging the survey platform (e.g., call, survey, forms, or portal).

- **Qualitative Insights:**

- Collect narrative insights to uncover deeper sentiments and themes that can inform meaningful messaging and positioning.

4. Focus Group Discussions (FGDs) and Leadership Visioning (Day 36-50)

Objective: Deep-dive discussions with leadership and broader teams to validate insights and align on aspirational direction.

- **Focus Group Discussions:**

- Facilitate structured FGDs across different stakeholder groups:
 - **In-person sessions** with Senior Leadership, including the MD & CEO, Executive Directors, Chief General Managers/ General Managers, Zonal Managers.
 - **Virtual sessions** covering representatives from all Zonal Offices and key functional departments.
 - **Zone-wise Video Conferencing:** Multiple Zonal Offices may be grouped into clusters, with VC sessions conducted from any one of the Zonal Offices in the cluster to gather inputs from respective branch employees. Please check Appendix-I for the list of zonal offices.
 - The Bank will be arranging the necessary video conferencing (VC) infrastructure. However, Vendor has to borne the travelling, boarding & lodging expenses.

- **Visioning Workshop:**

- Conduct a collaborative visioning session with the leadership team to align future aspirations, strategic imperatives, and shared values.

5. Drafting and Refinement (Day 51-65)

Objective: Translate insights into draft statements and incorporate feedback to co-create final versions.

- **Synthesis of Findings:**

- Consolidate data from surveys, FGDs, and workshops to draft at least **4-5 versions** of Vision and Mission statements each that encapsulate the Bank's purpose and trajectory.
- Each draft version must be prepared in three languages: English, Hindi, and Punjabi to ensure inclusivity and broader engagement.

- **Feedback and Iteration:**

- Present multilingual drafts to employee focus groups and leadership for feedback.
- Integrate suggestions and iterate to refine drafts for final consideration.

6. Finalization and Communication Roadmap (Day 66-80)

Objective: Finalize statements and prepare a strategic communication plan for roll-out.

- **Leadership Approval:**

- Collaborate with the Bank's leadership to validate and approve the final Mission and Vision statements.

- **Communication Roadmap:**

- Develop a high-level communication and implementation roadmap for both internal and external dissemination.
- The roadmap will include key messaging, branding alignment, and recommended channels for organization-wide roll-out to ensure resonance and adoption.

7. Final Review and Closure (Day 81–90)

Objective: Ensure formal closure of the engagement through leadership presentation, documentation handover, and feedback collection, with provisions for revision if required.

- **Presentation to Executive Committee:**

- Present the finalized Mission and Vision statements, along with the strategic communication and implementation roadmap, to the Bank's Executive Committee for final endorsement.

- **Review and Revision (if required):**

- In the event that the Bank does not approve the submitted Vision and/or Mission statements, the Agency shall:
 - Conduct a structured review session with the Bank's leadership to understand the feedback.
 - Revise the statements accordingly and resubmit within 5–7 working days.
- This revision cycle may occur up to two times, after which further iterations will require mutual agreement.

- **Submission of Final Documentation:**

- Deliver a comprehensive closure package including:
 - Survey analytics and insights
 - Focus group discussion summaries
 - Final approved Mission and Vision statements
 - Communication and implementation roadmap
 - Workshop outcomes and feedback logs

- **Engagement Closure and Feedback Session:**

- Conduct a formal feedback session with the Bank's Nodal Officer and Steering Committee to review the engagement process, gather feedback, and identify lessons learned for future initiatives.

Deliverables and Reporting

The agency shall provide the following deliverables:

1. Project plan with milestones and governance model
2. Diagnostic report on existing framework and industry benchmarks
3. Survey design, execution summary, and analytics report
4. FGD summaries and workshop outcomes
5. Draft and final Mission and Vision statements
6. Communication & implementation roadmap
7. Final presentation and project closure report

Note: The selected agency is expected to maintain the highest level of confidentiality, professionalism, and sensitivity throughout the engagement and all deliverables must be aligned with the Bank's regulatory, cultural, and operational context. Weekly status updates and milestone reviews shall be conducted with the Bank's Nodal Officer and Steering Committee.

CHAPTER 3 - TERMS AND CONDITONS

3.1 Implementation schedule:

SN	Phases	Schedule
Phase 1	Project Initiation & Planning	Day 1–7
Phase 2	Assessment and Analysis	Day 8–21
Phase 3	Employee Engagement & Survey	Day 22–35
Phase 4	Focus Group Discussions & Visioning Workshop	Day 36–50
Phase 5	Drafting and Refinement	Day 51–65
Phase 6	Finalization & Communication Roadmap	Day 66–80
Final Review	Presentation to Leadership & Closure	Day 81–90

3.2 Payment Terms

1. No advance payment will be released against purchase order.
2. 100% of undisputed invoice amount shall be released after completion of the last phase and submission of all deliverables as per scope of work.
3. The Bank retains the right to alter, omit, or reprioritize certain activities, with payment to be made solely for the deliverables completed as per the mutually agreed work plan.
4. Payment to the applicant will be done within 30 days of submission of undisputed bills, subject to billings as per the accepted terms of the work order on completion of work and satisfactory performance as certified by the Bank's authority.
5. Bank reserves the rights to dispute/deduct payment/withhold payments/further payment due to the successful bidder under the Contract, if the successful bidder has not performed or rendered the Services in accordance with the provisions of the Contract which the Bank at its sole discretion adjudge.
6. All out of pocket expenses, travelling, boarding and lodging expenses for the entire Term of this tender and subsequent agreement is included in the amounts quoted and the bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging.
7. The bidder's request(s) for payment shall be made to Bank in writing (Invoice) accompanied by the monthly reports/attendance for which payment is being claimed.
8. Bank has right to hold or deduct the amount from its invoices, for non-performance or part performance or failure to discharge obligations under the Contract.
9. There shall be no escalation in the prices once the prices are fixed and agreed by the Bank and the vendor.
10. The successful bidder shall submit the following documents to Bank's Head Office before raising invoices:
 - a. Contract agreement.
 - b. Non-Disclosure Agreement (NDA).
 - c. Performance Bank Guarantee.

3.3 Assignment & Subcontracting

- a) The selected bidder shall not subcontract or permit anyone to perform any of the work, service or other performance required under the contract.

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

3.4 Delays in the Bidder's Performance

The bidder must strictly adhere to the schedule, as specified in the purchase contract/purchase order, executed between the Parties for performance of the obligations, arising out of the purchase contract and any delay in completion of the obligations by the Bidder will enable Bank to resort to any or both of the following:

- a) Claiming Liquidated Damages
- b) Termination of the purchase agreement fully or partly and claim liquidated damages.
- c) Execution of Bid Declaration Form / Invoking EMD or Performance Bank Guarantee

3.5 Liquidated Damages

The Bank will consider the inability of the bidder to provide the services required within the specified time limit as a breach of contract and would entail the payment of Liquidated Damages on the part of the bidder. The liquidated damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalization, implementation, training, acceptance, warranty, maintenance etc. of the proposed solution/services) by the bidder.

If Service Provider fails to deliver any or all application/hardware or perform services within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the rate contract, deduct from the ordered price, as liquidated damages, a sum equivalent to 1% of the order value for each week of delay subject to the maximum of 10% of TCO. The LD will be charged on order value for the items for which delivery is delayed.

Further, the Bank also reserves the right to cancel the order and execute the Bid Security Declaration /Invoke Performance Guarantees in case of inordinate delays in the delivery/ installation of the equipment. Bank may foreclose the bank guarantee without any notice. In the event of Bank agreeing to extend the date of delivery at the request of successful bidder(s), it is a condition precedent that the validity of Bank guarantee shall be extended by further period as required by Bank before the expiry of the original bank guarantee. Failure to do so will be treated as breach of contract. In such an event Bank, however, reserves its right to foreclose the bank guarantee.

3.6 Order Cancellation

- a) The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:
- Delay in delivery of services in the specified period.
 - Breaches in the terms and conditions of the Order.
- b) The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances:
- Non submission of acceptance of order within 7 days of order.

- Excessive delay in execution of order placed by the Bank.
 - The selected bidder commits a breach of any of the terms and conditions of the bid.
 - The bidder goes into liquidation voluntarily or otherwise.
 - An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
 - The progress made by the selected bidder is found to be unsatisfactory.
 - If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
 - If found blacklisted by any Govt. Department / PSU / other Banks / CERT-In, during contracted period.
 - Non satisfactory performance of the Project in terms of affecting the Core Systems of the Bank or the Core Business of the Bank and the functioning of the Branches/Offices of the Bank.
- c) Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services without assigning any reasons.
- d) In case the selected bidder fails to conduct an event as per stipulated schedule, the Bank reserves the right to get it conducted by alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days' prior notice to the bidder.
- e) After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one-month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable if for any reason, the contract is cancelled.
- f) The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract.
- g) In addition to the cancellation of purchase order, the Bank reserves its right to blacklist the vendor for non- performance and/or invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

3.7 Consequences of Termination

In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], the Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of the Contract.

In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by the Bank, the Bidder herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as The Bank may specify including training, where the successor(s) is a representative/personnel of The Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof. Nothing herein shall restrict the right of The Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to The Bank under law or otherwise. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

3.8 Service Level Agreement

The successful bidder is bound and to comply the Service Levels as described below-

- a) The successful bidder shall have to enter into "Service Levels Agreement" having all terms and conditions of this RFP to maintain uptime and provide the service support and onsite support during the entire contract period.

Service Level Agreement and Penalty for Operations

This Service Level Agreement (SLA) outlines the service levels, timelines, and penalties associated with the engagement for developing refreshed Mission and Vision statements. The penalties are based on the total contract value and vary depending on the criticality of each phase.

Service Area	Service Level	Penalty
Drafting and Refinement	Less than 3 different Vision and Mission draft statements submitted by the vendor	Rs 25,000.00 per statement not submitted per week of delay or part thereof. (Vision and Mission statements shall be treated separately)
Final Review & Closure	Final presentation and closure report submitted within Day 81–90	2% of total contract value per week of delay or part thereof, capped at 10% of TCO
Deliverables	Non submission of deliverables defined in Scope of Work	Rs. 25,000.00 per deliverable per week of delay or part thereof, capped at 10% of TCO not submitted within time
Performance Bank Guarantee	Performance Bank Guarantee is not submitted within the stipulated time	0.10% of the Total Contract Value per week of delay or part thereof, subject to a

		maximum of 10% of the contract value
Service Area	Service Level	Penalty
Drafting and Refinement	Less than 3 different Vision and Mission draft statements submitted by the vendor	Rs 25,000.00 per statement not submitted. (Vision and Mission statements shall be treated separately)
Final Review & Closure	Final presentation and closure report submitted within Day 81–90	2% of total contract value per week of delay or part thereof, capped at 10%
Deliverables	Non submission of deliverables defined in Scope of Work	Rs. 25,000.00 per deliverable not submitted within time.
Performance Bank Guarantee	Performance Bank Guarantee is not submitted within the stipulated time	0.10% of the Total Contract Value per week of delay or part thereof, subject to a maximum of 10% of the contract value

Additional Notes:

- Penalties will be deducted from the final or respective milestone payment.
- Delays attributable to the Bank (e.g., delayed approvals or inputs) will not attract penalties.
- If cumulative penalties exceed 10% of the total contract value, the Bank reserves the right to terminate the contract and invoke performance guarantees.

CHAPTER 4 - LEGAL AND CONTRACTUAL

4.1 Dispute Resolution Mechanism

The Bidder and The Bank shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner: -

- a) The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b) The matter will be referred for negotiation between General Manager of The Bank / Purchaser and the Authorized Official of the Bidder. The matter shall then be resolved between them, and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in New Delhi and conducted in accordance with the provisions of the 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 "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

The arbitrators shall hold their sittings at New Delhi. The arbitration proceedings shall be conducted in English language. 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 laws applicable to this contract shall be the laws in force in New Delhi, India. The contract shall be governed by and interpreted in accordance with Indian law. The award will be recorded in writing, along with the reasons therefor. 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 successful bidder(s) shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator, as the case may be, is obtained. The venue of the arbitration shall be in Delhi.

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.

4.2 Jurisdiction & Governing Laws

The jurisdiction of the courts shall be in New Delhi and the provisions of this Agreement shall be governed by the laws of India.

4.3 Notices

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof or transmitted by pre-paid registered post or courier.

Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

4.4 Authorized Signatory

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the bank about the obligations under the contract. The selected Bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the Bidder to discuss, sign agreements/contracts with The Bank, raise invoice and accept payments and also to correspond. The Bidder shall provide proof of signature identification for the above purposes as required by the bank.

4.5 Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or The Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:-

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics and pandemics
- Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- Terrorist attack, public unrest in work area

Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The Bidder or The Bank shall not be liable for delay in performing his/her obligations resulting from any force Majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions related to indemnity, confidentiality survive termination of the contract.

Unless otherwise directed by the bank in writing, the Bidder affected by force majeure shall continue to perform the obligations under this agreement, which are not affected by the force majeure event and shall take such steps as are reasonably necessary to remove the causes resulting in force majeure and to mitigate the effect thereof.

As soon as the cause of force majeure has been removed, the Bidder shall notify the Bank and resume the affected activity without delay.

Notwithstanding the above, the decision of the bank shall be final and binding on the Bidder in the event of force majeure.

4.6 Confidentiality

This document contains information confidential and proprietary to the Bank. Additionally, the bidder will be exposed by virtue of the contracted activities to internal business information of the Bank, affiliates, and/or business partners. Disclosure of receipt of any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the bidder, premature termination of the contract, or legal action against the bidder for breach of trust. The information provided / which will be provided is solely for the purpose of undertaking the services effectively.

No news release, public announcement, or any other reference to this RFP or any program there under shall be made without written consent of Bank. Reproduction of this RFP, by photographic, electronic, or other means is strictly prohibited.

The bidder must undertake that they shall hold in trust any Information received by them, under the Contract/Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder also has to agree to restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause.

Physical as well as logical security of data to be ensured. This step should include having the employees assigned to Punjab & Sind Banks' work sign a 'Confidentiality Agreement'. The selected vendor(s) undertakes not to keep this data with its company after the end of this agreement. This clause will outlive the agreement date. The Bidder shall sign a Non-disclosure Agreement as stated in the RFP.

4.7 Ownership and Retention of Documents

The Bank shall own the documents prepared by or for the selected Bidder arising out of or in connection with the Contract.

Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by The Bank, the Bidder shall deliver to The Bank all documents provided by or originating from The Bank / Purchaser and all documents produced by or from or for the Bidder while performing the Service(s), unless otherwise directed in writing by The Bank at no additional cost.

The selected Bidder shall not, without the prior written consent of The Bank/ Purchaser, store, copy, distribute or retain any such Documents.

The selected Bidder shall preserve all documents provided by or originating from The Bank / Purchaser and all documents produced by or from or for the Bidder in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of The Bank /Purchaser in this regard.

4.8 Intellectual Property Rights

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc., arising from the use of the Goods or any part thereof

in India, the Vendor(s) shall act expeditiously to extinguish such claim. If the Vendor(s) fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor(s) shall be responsible for the compensation to the claimant including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor(s) of such a claim, if it is made, without delay. The Vendor(s) shall indemnify the Bank against all third-party claims.

4.9 Intellectual Property Indemnity & Indemnity against Misuse of License

The selected vendor(s) has to undertake to indemnify Punjab & Sind Bank and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any Indian or foreign patent, trademark or copyright, arising out of the performance of this contract.

The selected vendor(s) shall have to undertake to indemnify Punjab & Sind Bank and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement or misuse by vendor(s) of, any license issues arising out of the execution of this contract.

Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as and when requested.

4.10 Legal Compliance

The successful bidder hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required. If at any time during the term of this agreement, the Bank is informed or information comes to the Bank's attention that the Successful bidder is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority), the Bank shall be entitled to terminate this agreement with immediate effect.

It shall be the sole responsibility of the Vendor(s) to comply with all statutory, regulatory & Law of Land and provisions while delivering the services mentioned in this RFP. If any new guidelines are issued by these organizations, the bidder shall arrange for its compliance/ upgradation/ development during the contract period without any cost to Bank.

The Successful bidder shall maintain all proper records, particularly but without limitation accounting records, required by any law, code, practice or corporate policy applicable to it from time to time including records, returns and applicable documents under the Labour Legislation.

The Successful bidder shall ensure payment of minimum wages to persons engaged by it as fixed from time to time under the Minimum Wages Act, 1948. In case the same is not paid, the liability under the act shall solely rest with the successful bidder. Further, bidder to ensure

that salary payments to resources deployed for Bank's Project is done through Transfer mode from bidder's Bank a/c directly to credit into their specific salary accounts only. No cash payments are to be made to provide remuneration for services provided to the Bank on behalf of selected bidder.

Service Provider shall procure and maintain all necessary licenses, permissions, approvals from the relevant authorities under the applicable laws especially contract Labour (Abolition) Act, EPF Act and ESI Act, throughout the currency of this Agreement.

Service Provider shall be solely liable & responsible for compliance of all applicable Labour Laws in respect of its employees, agents, representatives and sub-Contractors and in particular Laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the Laws relating to Contract Labour, Minimum Wages, registration of labours, ESIC, PF, workman compensation etc. and the Bank shall have no liability in these regards. Salaries of employees of the vendors are being directly credited to the employees' account. Confirmation that Payment of statutory dues like PF, ESIC etc. are being made on time to the employees be submitted along with the monthly bills raised by vendor.

The bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities. The Bidder is to compliant to all existing regulatory guidelines of GOI /RBI and also adheres to requirements of the IT Act 2000 (including amendments in IT Act 2008) and Payment and Settlement Systems Act 2007 and amendments thereof. A self-declaration to this effect is to be submitted by the bidder. The Bank reserves the right to conduct an audit / ongoing audit of the services provided by the bidder. The Bank reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of similar projects.

Compliance in obtaining approvals/permissions/licenses: The Vendor(s) shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc, as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all third party claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Vendor(s).

This indemnification is only a remedy for the Bank. The Vendor(s) is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court and arbitration awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover direct damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

4.11 Conflict of Interest

The Bidder shall disclose to the Bank in writing all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

4.12 Inspection of Records

Subject to receipt of prior written notice, all Vendor(s) records/premises with respect to any matters covered by this Tender shall be made available to the Bank or its designees and regulators including RBI, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the Vendor(s), provided that the auditors would be permitted to submit their findings to the Bank pertaining to the scope of the work, which would be used by the Bank. The cost of the audit will be borne by the Bank.

The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. Such audit shall be conducted within normal working hours of the Vendor(s) and the Bank's auditors shall comply with confidentiality and security requirements as specified by the Vendor(s).

4.13 Publicity

Any publicity by either party in which the name of the other party is to be used should be done only with the explicit written permission of such party. The bidder agrees to make no reference to Bank or this procurement or resulting contract in any literature, promotional material, brochures, sales presentation or the like without the express prior written consent of Bank.

4.14 Solicitation Of Employees

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

4.15 Limitation of Liability

Vendor(s) aggregate liability under the Contract shall be limited to a maximum of the Contract value. This limit shall not apply to third party claims for IP Infringement indemnity, bodily injury (including Death) and damage to real property and tangible property caused by vendor(s)/s' gross negligence. For the purpose for the section, contract value at any given point of time,

means the aggregate value of the purchase orders placed by bank on the vendor(s) that gave rise to claim, under this Tender. Vendor(s) shall not be liable for any indirect, consequential, incidental or special damages under the Agreement/ Purchase Order.

4.16 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/vendor(s) 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 **Appendix-F** on stamp paper.

Signing of IP 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(s)/ bidder did not sign the document or refusing to sign shall be disqualified in the bidding process.

Independent External Monitors	Email ID
1. Sh. Debal Kumar Gayen	gayen.dk@gmail.com
2. Sh. Pramod Kumar Garg	pkgarg.1957@gmail.com

4.17 Non-Disclosure Agreement

The bidder shall take all necessary precautions to ensure that all information obtained by the bidder for this engagement is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of confidential information. The bidder shall furnish an undertaking and have to sign a Non-Disclosure Agreement as per **Annexure-VII** on stamp paper. No media release, public announcement or any other reference to the RFP or any program there under shall be made without the written consent from the Bank. Reproduction of this RFP, without the prior written consent of the Bank, by photographic, electronic or other means is strictly prohibited.

4.18 Indemnity

The bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect the Bank during the tenure of purchase order. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party,

the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon.

In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the service supplied by the bidder covered under the purchase contract or the use thereof, the bidder agrees and undertakes to defend and/ or to assist the Bank in defending at the bidder's cost against such third party's claim and/ or actions and against any law suits of any kind initiated against the Bank.

4.19 Compliance with Posh Guidelines

- a) The vendor shall be solely responsible for full compliance with the provisions of "The Sexual Harassment of women at work place (Prevention, Prohibition and Redressal Act, 2013)". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee (ICC) constituted by the Bank and the vendor shall ensure appropriate action under the said Act in respect to the complaint.
- b) Any complaint of sexual harassment from any aggrieved employee of the vendor against any employee of the Bank shall be taken cognizance of by the Internal Complaints Committee constituted by the Bank.
- c) The vendor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the vendor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the vendor is proved.
- d) The vendor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

ANNEXURE – I
Tender Covering Letter
(Should be submitted on Company's letter head)

Name & Address

Dear Sir,

Sub: Request for proposal for providing services on redefining Vision & Mission Statement of the Bank.

Ref No. PSB/HOPMO/RFP/1/2025-26 dated 29.07.2025

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for providing services on redefining Vision & Mission Statement of the Bank in the RFP document forming Technical Bid as well as Commercial Bid being parts of the above referred Bid. I am authorized to sign the documents in this regard and the copy of authorization letter/ POA / Board resolution is attached herewith.

We agree to abide by and fulfil all the terms and conditions of the tender and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in tender together with the return acceptance of the contract.

We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

Until a formal contract is executed, this tender offer, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us. We understand that The Bank is not bound to accept the lowest or any offer the Bank may receive. We also certify that we have not been blacklisted by any PSU Bank/IBA/RBI at the time of Bid submission.

All the details mentioned by us are true and correct and if the Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process. The bank reserves the right to verify /evaluate the claims made by the Bidder independently.

Dated this ____ day of _____, 2025

Authorized Signatory

Designation

Vendor's name

(Name of Address Authorized Signatory)

Company Name and Seal

ANNEXURE – II
Bidder's Information

(Should be submitted on Company's letter head with company seal and signature of the authorized person)

Reg: Request for proposal for

Ref: RFP No._____ dated_____

S.No.	Particulars	Details
1.	Name of the Company Address for Correspondence: Registered Office: Corporate Office:	
2.	Constitution (Proprietary/Partnership/Private Ltd./Public Ltd./LLP/Others)	
3.	Registration No. and date of establishment	
4.	Website Address	
5.	Email Address	
6.	Number of Years in the Business	
7.	Detail of Tender Fee and Earnest Money Deposited.	
8.	If any exemption required with respect to EMD or Start-up.	
9.	Income Tax PAN GSTN ID <u>Beneficiary Bank Details</u> Beneficiary Name Beneficiary Account Number Type of Account (OD/OCC etc.) IFSC Name of the Bank and Branch address	_____ _____
10.	Complete Production Site Address	
11.	Complete DR Site Address	
12.	Single Point of contact for this RFP Name: Designation: Mobile No.: Landline No.: Email-ID	

	(any changes in the above should be informed in advance to Bank)	
13.	Name of Person Authorized to sign Designation. Mobile No. Email Address	

Wherever applicable submit documentary evidence to facilitate verification.

DECLARATION:

I/We hereby declare that the terms and conditions of the tender stated herein and as may be modified/mutually agreed upon are acceptable and binding to me/us. We understand and agree and undertake that: -

1. The Bank is not bound to accept the lowest bid or may reject all or any bid at any stage at its sole discretion without assigning any reason, therefore.
2. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
3. We have read and understood all the terms and conditions and contents of the RFP and also undertake that our bid conforms to all the terms and conditions and does not contain any deviation and misrepresentation. We understand that the bank reserves the right to reject our bid on account of any misrepresentation/deviations contained in the bid.
4. Bank may accept or entrust the entire work to one Bidder or divide the work to more than one bidder without assigning any reason or giving any explanation whatsoever and the Bank's decision in this regard shall be final and binding on us.
5. I/ We do not have any conflict of interest as mentioned in the RFP document.
6. I/We submit this application under and in accordance with the terms of the RFP document and agree and undertake to abide by all the terms and conditions of the RFP document.
7. The Prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
8. The prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
9. We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
10. We have quoted for all the services/items mentioned in this RFP in our price Bid.
11. The rate quoted in the price Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
12. We agree to the splitting of order in the proportion as stated in the RFP at the discretion of Bank.
13. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
14. If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
15. We ensured that salary payments to resources deployed for Bank's Project is done through Transfer mode from bidder's Bank a/c directly to credit into their specific salary accounts only. No cash payments are to be made to provide remuneration for services

provided to the Bank on behalf of the selected bidder.

- 16.** Bidder means the vendor(s) who is decided and declared so after examination of commercial bids.
- 17.** We ensure that the entire data relating to payment systems operated by them will be stored in a system only in India. This data should include the full end-to-end transaction details / information collected / carried / processed as part of the message / payment instruction.
- 18.** We confirm that Payment of statutory dues like PF, ESIC etc. are being made on time to the employees.

Date:

Place:

Bidder's Authorized Signatory

Designation

Bidder's name

Company Name and Seal

ANNEXURE - III

Bid Security Declaration

(To be stamped in accordance with stamp act)

**(Should be submitted by eligible MSEs/Startups on Company's letter head with
company seal and signature of the authorized person)**

Date: _____

To,

Name and Address

Dear Sir,

We, the undersigned, declare that:

We, M/s..... (Herein referred to as bidder) understand that, according to bid clause No. 1.12, bids may be supported with a Bid Security Declaration, bidder render the declaration that:-

Bank may proceed against us for recovery of actual direct losses as per the remedy available under an applicable law (maximum up to Rs...../-) and In case of Execution of Bid Security Declaration, we, M/s.....may be suspend for three (3) years from being eligible to submit our bids for any contracts with the Bank if we, M/s..... are in breach of our obligation(s) under the bid conditions, in case we, M/s.....:-

- Fails to honor submitted bid; and/or
- If the bidder withdraws the bid during the period of bid validity (180 days from the date of opening of bid).
- If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- The selected bidder withdraws his tender before furnishing the unconditional and irrevocable Performance Bank Guarantee.
- The bidder violates any of the provisions of the terms and conditions of this tender specification.
- In case of the successful bidder, if the bidder fails:
 - To sign the contract in the form and manner to the satisfaction of Punjab & Sind Bank
 - To furnish Performance Bank Guarantee in the form and manner to the satisfaction of Punjab & Sind Bank either at the time of or before the execution of Agreement.
- Bank may proceed against the selected bidder in the event of any evasion, avoidance, refusal or delay on the part of bidder to sign and execute the Purchase Order / Service Level Agreements or any other documents, as may be required by the Bank, if the bid is accepted.

We, M/s.....understand that this declaration shall expire if we are not the successful bidder and on receipt of purchaser's notification of the award to another bidder; or forty-five days after the validity of the bid; whichever is later.

Name of Signatory
Designation

ANNEXURE-IV
Pre-Qualification Criteria

Ref: RFP No. _____ dated _____

We have carefully gone through the contents of the above referred RFP along with replies to pre-bid queries & amendment, if any, and furnish the following information relating to Pre-Qualification Criteria.

Sr.	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED	Bider Response
1.			

Date

Signature with seal

Name:

Designation:

ANNEXURE-V
ACCEPTANCE/ COMPLIANCE CERTIFICATE

Ref: RFP No. _____ dated _____

All Terms and Conditions including scope of work

We here by undertake and agree to abide by all the terms and conditions/ scope of work stipulated by the Bank in this RFP including all addendum, corrigendum etc. Any deviation may result in disqualification of bids.

Punjab & Sind Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Signature:

Seal of company

ANNEXURE – VI
Undertaking for non-blacklisting

Name and Address

Dear Sir,

Reg.: Request for proposal for

We M/s _____, a company incorporated under the companies act,
1956 with its headquarters at,
_____ do hereby confirm
that we have not been blacklisted/ debarred by the Government / Government agency /
Banks / Financial Institutions in India during last 3 years.

This declaration has been submitted and limited to, in response to the tender reference
mentioned in this document

Thanking You,
Yours faithfully,

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

ANNEXURE-VII

NON-DISCLOSURE AGREEMENT

All bidders must sign the Non-Disclosure Agreement (NDA) while submitting the response to the Request for proposal (RFP). Bidders must comply with all clauses mentioned in the NDA. No changes to the NDA are allowed.

NDA format is provided below.

(To be stamped in accordance with stamp act)

Strictly Private and Confidential

This Non-Disclosure Agreement made and entered into at..... Thisday.....of.....20.....BY AND BETWEEN, a company incorporated under the Companies Act, 1956 having its registered office at (Hereinafter referred to as the Vendor which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

Punjab & Sind Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1980 and having its Head Office at 21, Rajendra Place, New Delhi 110008 and Corporate Office at NBCC Office Complex, Block-3, East Kidwai Nagar, New Delhi-110023 (hereinafter referred to as "Bank" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

The Vendor and Punjab & Sind Bank are hereinafter collectively referred to as "the Parties" and individually as "the Party".

WHEREAS:

1. Punjab & Sind Bank is engaged in the business of providing financial services to its customers and intends to engage service provider for procurement of
2. In the course of such assignment, it is anticipated that Punjab & Sind Bank or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Vendor some Confidential Information (as hereinafter defined), to enable the Vendor to carry out the aforesaid Implementation assignment (hereinafter referred to as " the Purpose").
3. The Vendor is aware and confirms that all information, data and other documents made available in the RFP/Bid Documents/Agreement /Contract or in connection with the Services rendered by the Vendor are confidential information and are privileged and strictly confidential and or proprietary of Punjab & Sind Bank. The Vendor undertakes to safeguard and protect such confidential information as may be received from Punjab & Sind Bank.

NOW, THEREFORE THIS AGREEMENT WITNESSED THAT in consideration of the above premises and the Punjab & Sind Bank granting the Vendor and or his agents,

representatives to have specific access to Punjab & Sind Bank property / information and other data it is hereby agreed by and between the parties hereto as follows:

1. Confidential Information:

- (i) "Confidential Information" means all information disclosed/furnished by Punjab & Sind Bank to the Vendor whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Vendor to carry out the proposed Implementation assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; Provided the oral information is set forth in writing and marked "Confidential" within 24 hours of such oral disclosure.
- (ii) The Vendor may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

The information disclosed orally shall be considered as Confidential Information provided same is documented and intimated to the Receiving Party within 24 hours by the Disclosing Party from the time of disclosure. Confidential Information does not include information which:

- (a) is or subsequently becomes legally and publicly available without breach of this Agreement by either party,
- (b) was rightfully in the possession of the Vendor without any obligation of confidentiality prior to receiving it from Punjab & Sind Bank,
- (c) was rightfully obtained by the Vendor from a source other than Punjab & Sind Bank without any obligation of confidentiality,
- (d) was developed by for the Vendor independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or is/was disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Vendor shall, unless prohibited by law or regulation, promptly notify Punjab & Sind Bank of such order and afford Punjab & Sind Bank the opportunity to seek appropriate protective order relating to such disclosure.
- (e) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality.
- (f) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient. Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Agreement, Confidential Information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties.

Nothing contained herein shall in any manner impair or affect the rights of Punjab & Sind Bank in respect of the Confidential Information.

In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Agreement without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care.

The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement

2. Non-disclosure:

The Vendor shall not commercially use or disclose any Confidential Information, or any materials derived there from to any other person or entity other than persons in the direct employment of the Vendor who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Vendor shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Vendor may disclose Confidential Information to others only if the Vendor has executed a Non-Disclosure Agreement with the other party to whom it is disclosed that contains terms and conditions that are no less restrictive than these presents, and the Vendor agrees to notify Punjab & Sind Bank immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

In the event either Party receives a summons or other validly issued administrative or judicial process requiring the disclosure of Confidential Information of the other Party, the Receiving Party shall promptly notify the Disclosing Party. The Receiving Party may disclose Confidential Information to the extent such disclosure is required by law, rule, regulation or legal process; provided however, that, to the extent practicable, the Receiving Party shall give prompt written notice of any such request for such information to the Disclosing Party, and agrees to co-operate with the Disclosing Party, to the extent permissible and practicable, to challenge the request or limit the scope thereof, as the Disclosing Party may reasonably deem appropriate.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

- a) Information regarding Punjab & Sind Bank and any of its Affiliates, customers and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 10% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or
- b) any aspect of Punjab & Sind Bank's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or
- c) business processes and procedures; or

- d) current and future business plans; or
- e) personnel information; or
- f) Financial information.

3. Publications: The Vendor shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of Punjab & Sind Bank.

4. Term: This Agreement shall be effective from the effective date of this agreement and shall continue till expiration of the Purpose or termination of this Agreement by Punjab & Sind Bank, whichever is earlier. The Vendor hereby agrees and undertakes to Punjab & Sind Bank that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further promptly return or destroy, under information to Punjab & Sind Bank, all information received by it from Punjab & Sind Bank for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Vendor further agree and undertake to Punjab & Sind Bank to certify in writing upon request of Punjab & Sind Bank that the obligations set forth in this Agreement have been complied with.

Any provisions of this Agreement which by their nature extend beyond its termination shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain

This Agreement may be executed in two counterparts, both of which together shall constitute one and the same instrument.

The Parties affirm that the individuals executing this Agreement have the authority to bind the Parties to the terms hereof.

5. Title and Proprietary Rights: As between the Parties, all Confidential Information remains the sole and exclusive property of the Disclosing Party. Each party acknowledges that nothing in this Agreement shall be construed as granting any right or license to the Receiving Party in or to: (i) the Confidential Information (except for the fulfilling the Proposed Transaction); or (ii) any intellectual property right, of the Disclosing Party.

Notwithstanding the disclosure of any Confidential Information by Punjab & Sind Bank to the Vendor, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with Punjab & Sind Bank.

6. Remedies: The Vendor acknowledges the confidential nature of Confidential Information and that damage could result to Punjab & Sind Bank if the Vendor breaches any provision of this Agreement and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any

provision hereof, Punjab & Sind Bank may suffer immediate irreparable loss for which monetary compensation may not be adequate. Punjab & Sind Bank shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Vendor, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Any claim for relief to Punjab & Sind Bank shall include Punjab & Sind Bank's costs and expenses of enforcement (including the attorney's fees).

7. Entire Agreement, Amendment and Assignment: This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and / or written correspondence or agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

8. Dispute Resolution: Both parties irrevocably submit to the exclusive jurisdiction of the Courts of Delhi, 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 OR in case of failure of the parties to appoint a sole arbitrator, each Party to the dispute shall appoint one arbitrator each. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. The place of arbitration shall be Delhi, India and the arbitration proceedings shall take place in the English language.

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

3. Governing Law: This Agreement and the relationships of the Parties in connection with the subject matter of this Agreement shall be governed by and entrusted in accordance with the laws of India and shall be subject to the exclusive jurisdiction of courts of Delhi, India.

All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, or by telecopy or facsimile, upon confirmation of receipt, (b) on the first business day following the date of dispatch if delivered by a recognized next-day courier service, or (c) on the seventh business day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. For the purposes of this Agreement, the address of each Party shall be the address mentioned hereinabove.

If any provision of this agreement is held to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision hereof shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision that is valid and enforceable and most nearly reflects the original intent of the unenforceable provision

4. Indemnity: The Vendor shall defend, indemnify and hold harmless Punjab & Sind Bank, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the Vendor. and/or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the Vendor, during discharge of its obligations under this Agreement.

5. General: The Vendor shall not reverse - engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder.

All Confidential Information is provided "as is". In no event shall the Punjab & Sind Bank be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by Punjab & Sind Bank constitutes any representation, warranty, assurance, guarantee or inducement with respect to the fitness of such Confidential Information for any particular purpose.

Punjab & Sind Bank discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, merchant ability, fitness for a particular purpose, title, non-infringement, or anything else.

6. Waiver: A waiver (whether express or implied) by Punjab & Sind Bank of any of the provisions of this Agreement, or of any breach or default by the Vendor in performing any of the provisions hereof, shall not constitute a continuing waiver and such waiver shall not prevent Punjab & Sind Bank from subsequently enforcing any of the subsequent breach or default by the Vendor under any of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives and the Parties acknowledge that signatures sent by electronic means (facsimile, scanned and sent via e-mail, or signed by electronic signature service where legally permitted) shall be deemed original signatures.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

For and on behalf of _____ Ltd. For and on behalf of Punjab & Sind Bank

Signed and delivered by

M/s

Signed By:.....

Name:

Title:

In the presence of:.....

Date:

Signed and delivered by

Punjab & Sind Bank

Signed By:.....

Name:

Title:

In the presence of:.....

Date:

ANNEXURE-VIII

Escalation Matrix

(Should be submitted by on Company's letter head with company seal and signature of the authorized person)

Ref: RFP No. _____ dated _____.

Name of the Company/Firm:

Service-Related Issues

Sl. No.	Name	Designation	Full Office Address	Phone No.	Mobile No.	Email address
a.		First Level Contact				
b.		Second level contact (If response not received in 4 Hours)				
c.		Regional/Zonal Head (If response not recd in 24 Hours)				
d.		Country Head (If response not recd in 48 Hours)				

Any change in designation, substitution will be informed by us immediately.

Date

Signature with seal

Name:

Designation:

ANNEXURE - IX

Commercial Bid

RFP No:

Date of RFP:

Name of Bidder				
Sl. No.	Items	Total Amount without GST	GST Amount	GRAND TOTAL Amount Including GST
		AMT (Rs.)	AMT (Rs.)	AMT (Rs.)
a.	Providing services on redefining Vision & Mission Statement of the Bank			0.0
Total Cost of Ownership (TCO)		0.0	0.0	0.0
Signature of Authorized Person				
Name:				
Designation:				
Vendor's Corporate Name:				

I/we hereby certify that all the particulars given above are correct and true to the best of my/our knowledge. I/we certify that if appointed for selection, I/we shall appoint separate teams for any competing clients who are in the same business as Punjab & Sind Bank to avoid clash of interests and maintenance of secrecy. In case at any stage, it is found that the information given by me/us is false/incorrect, Punjab & Sind Bank shall have the absolute right to take any action as deemed fit/ without any prior intimation to me.

*Note: -

- Prices shall be expressed in the Indian Rupees only. The bidder must quote price exclusive of all applicable taxes and duties. There should not be any separate incidental/travel/any other hidden charges. The cost will not depend on any variation in dollar exchange rate/change in tax structure during tenure of the project.
- Total Cost of Ownership (TCO) mentioned above shall be considered for commercial scoring.
- Bill of material needs to be submitted on the letterhead and is signed by an Authorized Signatory with Name and Seal of the Company.
- No counter condition/assumption in response to commercial bid will be accepted by the Bank. Bank has a right to reject such bid.
- Payment schedule shall be as per "Payment Terms" of the RFP.

6. In case of discrepancy between amount in words and in figures, the amount in words would be considered right.
7. All the prices given above should be in INR and inclusive of all taxes.
8. Bank will deduct applicable TDS/taxes, if any, as per the law of the land.
9. Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.

Date

Place

**Full name of the Authorized person
with Designation**

**Signature of the Authorized
person with Seal of the firm**

ANNEXURE – X

Litigation Certificate

Reg.: Selection of Vendor(s) for

To be provided by Statutory Auditor/Chartered Accountant

This is to certify that M/s _____, a company incorporated under the
companies act, 1956 with its headquarters at,
_____ is not involved in any
litigation which threatens solvency of the company.

Date: _____

Place: _____

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

ANNEXURE – XI

PROJECT COMPLETION CERTIFICATE

(To be submitted on the letterhead of the Bidder duly signed by an authorized signatory from client side)

To,
Punjab & Sind Bank,
HO Project Management Office Department,
Ground Floor, Office Block 3, NBCC Tower,
Kidwai Nagar, New Delhi-110023

**REG: SELECTION OF VENDOR FOR PROVIDING SERVICES ON REDEFINING VISION & MISSION STATEMENT
OF THE BANK**

This is to certify that the project titled _____ awarded to
M/s _____ by _____ has been successfully completed in
accordance with the terms and conditions outlined in the engagement letter/work order/letter of award
and the services provided by the M/s _____ are satisfactory.

Details of the Project:

Client Name: _____
Service Provider: _____
Project Title: _____
Reference Number: _____
Scope of Work: _____
Contract Value: _____
Start Date: _____
End Date: _____
Actual Completion Date: _____

The deliverables have been submitted and accepted by the client, and the project is deemed complete and
satisfactory.

Date: _____
Place: _____

Signature of Authorized Signatory:
Name of Signatory:
Designation:
Email ID:
Mobile No:
Seal of Company:

ANNEXURE – XII

Proposed Team Profile & Deployment

(To be submitted on the letterhead of the Bidder duly signed by an authorized signatory)

A. Subject Matter Experts – Qualification & Experience (10 Marks)

Name	Designation	Qualification	Total Experience	Relevant Experience	Key Expertise / Role in Project

B. Team Deployment Plan (10 Marks)

Team Member	Role in Project	Deployment Duration	Location	Engagement Type (Full-time/Part-time)

Declaration:

We hereby certify that the above-mentioned team members are proposed for the project titled “**Redefining Vision & Mission Statement of the Bank**” and will be deployed as per the plan mentioned above. All information provided is true to the best of our knowledge.

Date:

Place:

Signature of Authorized Signatory

Name:

Designation:

Email ID:

Mobile No:

Seal of Company: _____

Appendix –A
Instructions to be noted while preparing/submitting Part A – Technical cum Eligibility
Proposal

All the Annexures should be submitted in Bidder's Letter Head with seal and signature of the authorized signatory.

1. Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD / Exemption Certificate.
2. Power of Attorney / Authorization letter signed by the Competent Authority with the seal of the bidder's company / firm in the name of the person signing the bid documents with supporting documents.
3. Tender Covering letter as per **Annexure-I**.
4. Bidder's Information as per **Annexure-II**.
5. Bid Security Declaration as per **Annexure-III (if eligible)**.
6. Compliance to Pre-Qualification Criteria declaration as per **Annexure-IV** with documentary proof in support of the Pre-Qualification Criteria.
7. Acceptance/ Compliance Certificate as per **Annexure-V**.
8. Certificate of non-blacklisting as per **Annexure-VI**.
9. Non-Disclosure Agreement as per **Annexure-VII**.
10. Escalation Matrix as per **Annexure-VIII**.
11. Masked Commercial Bid as per **Annexure-IX**.
12. Litigation Certificate as per **Annexure-X**.
13. Project Completion Certificate as per **Annexure-XI**
14. Proposed Team Profile & Deployment as per **Annexure-XII**
15. Signed Pre-Contract Integrity Pact as per **Appendix-F** in non-judicial Stamp paper. **(Hard copy to be submitted to Bank)**.
16. Checklist as per **Appendix-G**.
17. Solution Document & detailed specifications as per the RFP.
18. Compliance with technical specifications.

Appendix-B

Instructions to be noted while preparing/submitting Part B - Commercial Proposal

All the Annexures should be submitted in Bidder's Letter Head with seal and signature of the authorized signatory.

1. Commercial Bid as per **Annexure-IX**.
2. Compliance Certificate as per **Annexure-V**.

Punjab & Sind Bank

Appendix-C
Pre-Bid Query Format

(Bidders should submit the queries in excel format only)

Ref: RFP No._____ dated _____.

Sl. No.	Bidder's Name	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query
1						
2						
3						
4						
5						
-						

Appendix-D
Bank Guarantee Format for Earnest Money Deposit
Performa for the Bank Guarantee for Earnest Money Deposit

(To be stamped in accordance with stamp act)

Ref: Bank Guarantee # Date: _____

Name and Address

Dear Sir,

In accordance with your bid reference No. _____ Dated _____ M/s _____ having its registered office at _____ herein after Called „bidder“) wish to participate in the said bid for Selection of Vendor(s) for procurement An irrevocable Financial Bank Guarantee (issued by a nationalized /scheduled commercial Bank) against Earnest Money Deposit amounting to Rs.) valid up to _____ is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the bid document. M/s _____ having its registered office at _____ has undertaken in pursuance of their offer to Punjab & Sind Bank (hereinafter called as the beneficiary) dated _____ has expressed its intention to participate in the said bid and in terms thereof has approached us and requested us _____ (Name of Bank) _____ (Address of Bank) to issue an irrevocable financial Bank Guarantee against Earnest Money Deposit (EMD) amounting to Rs _____ (Rupees _____) valid up to _____. We, the _____ (Name of Bank) _____ (Address of Bank) having our Head office at _____ therefore Guarantee and undertake to pay immediately on first written demand by Punjab & Sind, the amount Rs. _____ (Rupees _____) without any reservation, protest, demur and recourse in case the bidder fails to Comply with any condition of the bid or any violation against the terms of the bid, Without the beneficiary needing to prove or demonstrate reasons for its such demand. Any Such demand made by said beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder. This guarantee shall be irrevocable and shall remain valid up to _____. If any further extension of this Guarantee is required, the same shall be extended to such required period on receiving instructions in writing, from Punjab & Sind Bank, on whose behalf guarantee is issued. "Not withstanding anything contained herein above Our liability under this bank guarantee shall not exceed Rs. _____ (Rupees _____).

This bank guarantee shall be valid up to _____. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand, on or before _____ 14.30 hours (Indian Standard Time) or within Bank official working hours where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us." In witness whereof the Bank, through its authorized officer has set its hand stamped on this _____ Day of _____ 2024 at _____

Name of signatory
Bank Common Seal
Designation

Appendix-E
Format of Performance Guarantee

(Issued by any Scheduled Commercial Bank & to be executed on stamp paper of requisite value as per stamp duty payable at place of execution.)

Tender Reference No: _____ Date _____

Name and Address

Dear Sir,

1. WHEREAS pursuant to a Request for Proposal dated..... (hereinafter referred to as RFP, issued by Punjab & Sind Bank, HO PMO Department, Ground Floor, Block 3, East Kidwai Nagar New Delhi-110023 in response of (Vendor(s) / Service Provider), a Company registered under the Companies Act, 1956 and having its Registered / Corporate Office athas awarded the Contract valued Rs.....and appointed.....as Vendor(s) / Service Provider for procurement of vide Appointment letter / Purchase Order No.....dated.....on the terms and conditions as set out inter-alia in the said RFP and in the Appointment Letter / Purchase Order.
2. WHEREAS you have in terms of the said Appointment letter / Purchase Order called upon (Vendor(s) / Service Provider to furnish a Performance Guarantee, for Rs.....Rupees only), equivalent to.....of the Contract value, to be issued by a Bank in your favour towards due performance of the Contract in accordance with the specifications, terms and conditions of the said Appointment letter / Purchase Order and an Agreement entered / to be entered into in this behalf.
3. WHEREAS (Vendor(s) / Service Provider) has approached us for issuing in your favour a performance Guarantee for the sum of Rs.....(Rupees.....).

NOW THEREFORE in consideration of you having awarded the Contract to.....inter-alia on the terms & conditions that provides a performance guarantee for due performance of the terms and conditions thereof. We,.....Bank,..... a body corporate constituted underhaving its Head office at.....(give full address) and a branch inter-alia at..... India at the request of.....do hereby expressly, irrevocably and unconditionally undertake to pay merely on demand from you and without any demur without referring to any other source, Rs.....(Rupees.....only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part ofof any of the terms and conditions of the Contract and in the event of.....committing any default or defaults in carrying out any of the work or discharging any obligation under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto including non-execution of the Agreement as may be claimed by you on account of breach on the part ofof their obligations or default in terms of the said Appointment letter / Purchase Order.

4. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether thehas committed any such breach / default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish its claim or claims under this Guarantee, but will pay the same forthwith on demand without any protest or demur. Any such demand made by you shall be conclusive as regards the amount due and payable by us to you.
5. This Guarantee shall be valid up to plus 12 months of the Claim period from the expiry of said guarantee period. Without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
6. You will have the fullest liberty without our consent and without affecting our liabilities under this Guarantee from time to time to vary any of the terms and conditions of the said appointment letter or the Contract to be made pursuant thereto or extend the time of performance of the Contract or to postpone for any time or from time to time any of your rights or powers against theand either to enforce or forbear to enforce any of the terms and conditions of the said appointment letter or the Contract and we shall not be released from our liability under Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to or any other forbearance, act or omission on your part or any indulgence by you or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs..... (Rupees.....only) as aforesaid or extend the period of the guarantee beyond(date) unless expressly agreed to by us in writing.
7. This Guarantee shall not in any way be affected by you are taking or giving up any securities fromor any other person, firm or company on its behalf or by the winding up, dissolution, insolvency as the case may be of
8. In order to give full effect to the Guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims againsthereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Guarantee.
9. Subject to the maximum limit of our liability as aforesaid, this Guarantee will cover all your claim or claims againstfrom time to time arising out of or in relation to the said appointment letter / Contract and in respect of which your claim in writing is lodged on us before expiry of Guarantee.
10. Any Notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, e-mail or registered post to our Head Office / Local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
11. This Guarantee shall not be affected by any change in the constitution of _____or nor shall it be affected by any change in your constitution or by any amalgamation or absorption

thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

12. This Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
13. We further agree and undertake to pay you the amount demanded in writing irrespective of any dispute or controversy between you and _____ in any suit or proceeding pending before any court, Tribunal or Arbitrator relating thereto, our liability under these presents being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment hereunder and _____ shall have no claim against us for making such payment.
14. We have the power to issue this Bank Guarantee in your bank's favour as the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by our Bank.
15. Our authority to issue this guarantee may be verified with our Controlling Office situated at _____ (full details of persons to be contacted address and phone Numbers etc).
16. Notwithstanding anything contained herein above;
- i. Our liability under this Guarantee shall not exceed
Rs _____ (Rupees _____
only)
 - ii. This Guarantee shall be valid and remain in force up to _____ plus the
Claim period of 12(Twelve) months and including the date
_____ and
 - iii. We are liable to pay the guaranteed amount or any part thereof under this Guarantee only and only if you serves upon us a written claim or demand for payment on or before the expiry of this Guarantee.

Dated this the _____ day of _____ 2024

Signature and Seal of Guarantors Vendor(s)'s Bank

Appendix-F

(To be stamped in accordance with stamp act)

PRE-CONTRACT INTEGRITY PACT

Between

Punjab & Sind Bank (PSB) hereinafter referred to as "**The Principal**",

And

_____ hereinafter referred to as "**The Bidder/
Contractor**"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/ s for _____. 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 has appointed 1. Sh. Debal Kumar Gayen and 2. Sh. Pramod Kumar Garg as 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 contract submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/ 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)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, similarly the Bidder(s)/Contractors(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".

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 Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

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

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. 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 of Punjab & Sind Bank.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform MD & CEO of 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 of 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 of Punjab & Sind Bank, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the MD & CEO of 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 of 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) (For & On behalf of Bidder / Contractor)
(Office Seal) (Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Appendix-G

Checklist			
Sl. No.	Particulars	Submitted (Yes/No)	Page No
1	Proof of RFP Cost		
2	Certificate of Incorporation, PAN, GST Registration certificate		
3	Proof of EMD		
4	Power of Attorney		
5	Copy of Board Resolution		
6	Audited Balance Sheets & Profit & Loss Statements, CA certificate for turnover & Net worth		
7	Annexure-I.		
8	Annexure-II.		
9	Annexure-III (if eligible).		
10	Annexure-IV with documentary proof in support of the Pre-Qualification Criteria.		
11	Annexure-V.		
12	Annexure-VI.		
13	Annexure-VII.		
14	Annexure-VIII.		
15	Annexure-IX.		
16	Annexure-X.		
17	Annexure-XI.		
18	Annexure-XII.		
20	Bank Guarantee Format for Earnest Money Deposit as per Appendix-D		
21	Signed Pre-Contract Integrity Pact as per Appendix-F on non-judicial Stamp paper. (Hard copy to be submitted to Bank).		
22	Appendix-G		
23	Appendix-H (if available)		
25	Signed Copy of RFP		
26	Signed Copy of Corrigendum, if any		

Note:

- All pages of the bid documents must be sealed & signed in full by authorized person.
- All pages of the bid documents should be numbered in serial order i.e. 1, 2, 3....

Bank may ask for any other document on its discretion.

Signature & Seal of the Bidder

Appendix-H
Format for Submission of Client References

To whosoever it may concern

Particulars	Details
Client Name	
Client address	
Name of the contact person and designation	
Phone number of the contact person	
E-mail address of the contact person	
Project Details	
Name of the Project	
Start Date	
End Date	
Current Status (In Progress / Completed)	
Size of Project	
Value of Work Order (In Lakh) (only single work order)	
Remarks	

Name & Signature of authorised signatory

Seal of Company

Appendix-I **List of Zonal Offices**

S.No	Zone	Address
1	AGRA	Agra City, Dist. Agra, Uttar Pradesh-282002
2	AMRITSAR	Hall Bazar , Chowk Phawara, Amritsar-143001
3	BAREILLY	97/2 Tulasherpur Pilibhit bypass road, Bareilly, UP - 243005
4	BHATINDA	100 Ft Road, Civil Station. Bhatinda-Punjab Pin Code: 151001
5	BHOPAL	2nd Floor, Behind SBI, Kolar Road, Akbarpur, Bhopal Pin-462042
6	CHANDIGARH	SCO 84-91, Second Floor , Sector 17-B, Bank Sqaure Chandigarh-160017
7	CHENNAI	1st Floor, 770A, Anna Salai, Chennai
8	DEHRADUN	30, I & s Building, Mohabbewala, Saharanpur road, Dehradun - 248002
9	Delhi I	Sidhartha Enclave,Ashram Ckawk, New Delhi - 110014
10	Delhi II	Second floor, 38 / 39 Industrial Area, Naraina- Phase - I New Delhi 110028
11	FARIDKOT	Red Cross Bhawan, Sadiq Chowk, Faridkot - 151203.
12	Gandhi Nagar	Z.O.Gandhi Nagar,Unit No.4, 3rd Floor, Gift Tower One, Gift City, Gandhinagar, Gujarat 382355
13	GURDASPUR	Opposite PUDA Colony, Near Babri Byepass, Batala Road, Gurdaspur - 143521
14	GURGAON	Zonal Office Gurgaon , Punjab and Sind Bank Institutional Plot 151, Sector - 44 , Gurgaon, Haryana - 122003
15	GUWAHATI	Punjab and Sind Bank Zonal Office Guwahati, Sethi Trust Building, 2nd Unit, 4th Floor,Bhangagarh,Guwahati-781022
16	HOSHIARPUR	SCO-23 1st & 2nd Floor, Sant Harchand Singh Longowal Nagar, Chandigarh Road, Hoshiarpur, Punjab – 146 001
17	JAIPUR	30-31, Mohan Tower, Prince Road, Vidyut Nagar, Ajmer Road, Jaipur, Rajasthan- 302021
18	JALANDHAR	Model Town, Jalandhar -144002
19	KOLKATA	14/15, Old Court House Street, Kolkata - 700001
20	LUCKNOW	1st Floor,Plot No-CP/47A, Satguru Tower, Sitapur Road Yojana,Sector-E,Janakipuram,Lucknow-226021
21	LUDHIANA	Bhai Bala Chowk, 5th floor, Noble Enclave, Ludhiana - 141001Bhai Bala Chowk, 5th floor, Noble Enclave, Ludhiana - 141001
22	MOGA	Moga City, Dist. Moga, Punjab - 142001
23	MUMBAI	Punjab & Sind Bank Mumbai Zonal Office 27/29 Ambalal Doshi Marg Fort Mumbai 400 001
24	NOIDA	First Floor 1-A , Block C ,Sector 63 Noida(U.P) Pin 201307
25	PANCHKULA	SCO- 76, Sector-5 Panchkula, Haryana-134109
26	PATIALA	Rajbaha Road, Patiala - 147001.
27	PATNA	Patna city, Dist. Patna, Bihar- 800001
28	VARANASI	City Varanasi, Dist. Varanasi, Uttar Pradesh- 221001
29	VIJAYAWADA	Zonal Office, Punjab & Sind Bank, H.No.54-14-4C/1, Fourth Floor, R.K Galleria, Service Road, Srinivasanagar Bank Colony, Beside Sweet Magic, Vijayawada, AP. - 520008

The above details are subject to change. Please visit
<https://www.punjabandsindbank.co.in/content/zonal-offices> for latest update.

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