



**REQUEST FOR PROPOSAL (RFP) FOR BANK'S PROPERTY INSURANCE
POLICY AND BURGLARY INSURANCE POLICY**

PERIOD 13th May 2022 to 12th May 2023

RFP Reference: PSB/RFP/INS/01/2022

Date of Issue: 23.04.2022

Issued by

**PUNJAB & SIND BANK
ACCOUNTS & AUDIT DEPARTMENT, HEAD OFFICE,
1ST FLOOR, BANK HOUSE, 21 RAJENDRA PLACE,
NEW DELHI - 110008 (INDIA)**

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1. Key Information

Sr. No	Description	Details
1	RFP Reference	PSB/RFP/INS/01/2022
2	Purpose	Selection of insurer for Bank's Asset
2	Brief Description of the RFP	Bank's Property Insurance Policy and Burglary Insurance Policy for Bank's assets.
3	Mode of Tender	Offline, it is mandatory for Bidders to submit the Technical and Financial bids in Physical Documents
4	Bank's Address for Communication and Submission of Bid	General Manager Punjab & Sind Bank, Head Office, Accounts & Audit Department 1st Floor, Bank House, 21 Rajendra Place, New Delhi-110008 Phone: 011-25765519, 25728987, 25728930 Email- ho.accts@psb.co.in
5	Date of commencement of Bidding Process	23.04.2022
6	Last date and time for submission	26.04.2022 Time: 03:00 p.m.

	of queries for Pre Bid Meeting by email	(ho.accts@psb.co.in,ho.ga@psb.co.in)
7	Pre bid meeting Date & Venue	Date: 29.04.2022 Time 3:30PM Venue Punjab & Sind Bank, Head Office, 1st Floor, Accounts & Audit Department Bank House, 21, Rajendra Place, New Delhi – 110008
8	Date and time for issuing clarifications to queries by the Bank	Date 04.05.2022 Time 05:00 pm
9	Last date and time for submission of bids	Date: 09.05.2022 Time: 11:00 a.m.
10	Date & venue of opening of technical bids	Date: 09.05.2022 Time: 03:30 p.m. Venue Punjab & Sind Bank, Head Office, 1st Floor, Accounts & Audit Department Bank House, 21, Rajendra Place, New Delhi – 110008
11	Validity of the Bid	90 days from the date of opening of Bid

This document can be downloaded from Bank's website www.punjabandsindbank.co.in

2. Disclaimer

The information contained in this Request for Proposal Document (RFP Document /Bid Document) or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Punjab & Sind 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 information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by the Punjab & Sind Bank (herein referred to as Bank) to the interested General Insurance companies for submission of bids. The purpose of this RFP document is to provide the Bidder(s) with information to assist in the formulation of their proposals. This RFP document does not claim to contain all the information each bidder may require. Each bidder should conduct its own independent investigation and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent information. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of the Bank with the Selected Bidder.

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 part of this RFP or arising in any way for participation in this Bid.

The Bank also accepts no liability of any nature whether resulting from negligence or otherwise,

howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The issue of this RFP does not imply that the Bank is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bidders or Bids at any stage without assigning any reason whatsoever. The decision of Bank in this regard shall be final, conclusive and binding on all the parties.

The Bidder shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

3. DEFINITIONS

- 3.1 Bank means, unless excluded by and repugnant to context or the meaning thereof, shall mean PUNJAB AND SIND BANK which has invited bids under this RFP and shall be deemed to include its successors and permitted assigns.
- 3.2 RFP means this Request for Proposal for Empanelment of Insurer for Bank fixed asset.
- 3.3 Bidder means the General Insurance company/insurance agency submitting the proposal in response to RFP
- 3.4 Contract means the RFP document and acceptance thereof and the agreement duly executed between the Punjab and Sind Bank and the Insurer together with the documents referred to therein including the conditions and instructions from time to time by the Bank.
- 3.5 IRDAI means Insurance Regulatory and Development Authority of India.
- 3.6 IP means Integrity Pact.

4. INTRODUCTION

Punjab & Sind Bank (hereinafter referred to as the "Bank") established on 24th June 1908, was nationalized in the year 1980 is one of the Public Sector Bank with Head Office at New Delhi having a branch network of 1500+ branches pan India.

5. CONTEXT OF THE REQUEST FOR PROPOSAL (RFP)

- 5.1 The Bank intends to obtain Bank's Property Insurance Policy and Burglary Insurance Policy for fixed assets of the Bank. In this context sealed offers are invited by Punjab & Sind Bank (hereinafter referred to as Bank) for providing Bank's Property Insurance Policy and Burglary insurance policy from IRDAI Licensed General Insurance companies/agencies and operating in India as per Terms & Conditions, Technical Specification and Scope of Work described elsewhere in this document.
- 5.2 The RFP document is not a recommendation or invitation to enter the contract, agreement or any other arrangement in respect of the services. The provision of the service is subject to

compliance to selection process and appropriate documentation being agreed between the Bank and Bidder as identified by the Bank after completion of the selection process.

5.3 This is non-transferable and only eligible bidders shall apply submitting this document duly signing all the pages.

5.4 Bidders are invited to submit their proposal in accordance with the enclosed Request for Proposal (RFP). Complete confidentiality shall be maintained. Information provided herein shall be used for its intended scope and purpose.

6. OBJECTIVE

The objective is to ensure that this Property Insurance policy and Burglary insurance policy is managed at a high service level and in the most cost-effective manner as possible. The bidder must have the flexibility necessary to respond to Bank's current and changing needs.

7. Eligibility Criteria:

Sr. No	Eligibility Criteria	Proof of documents to be submitted
1.	IRDAI Approved General Insurance Company/IRDAI licensed Insurance agencies having experience in General Insurance Business in India for a minimum period of 5 completed years as on 31.03.2022	Copies of license issued by IRDAI in the preceding 5 years, duly attested by Authorized Signatory.
2.	The bidders should have gross direct corporate business premium underwriting more than Rs.500 crore for FY2020-21 as per IRDA data.	Declaration with regard to underwriting premium should be provided on company's letter head duly signed by Authorized Signatory.
3.	Bidder should have served similar type of insurance policy for at least one Public Sector bank/ Scheduled commercial bank during any of the last three financial years, i.e. 2019-20, 2020-21 & 2021-22	Letter of engagement of Insurance Company by Public sector bank/ Scheduled commercial bank duly verified by Authorized signatory or Copy of insurance policy schedule issued by the insurance company for Public sector bank/ Scheduled commercial bank duly verified by Authorized signatory
5.	Bidder must have an office/branch in Delhi/NCR from where the policy will be served.	Address proof of the Office/Branch duly verified by Authorized Signatory
6.	The Bidder should not have been black listed/ banned/ disqualified and declared ineligible for corrupt and fraudulent practices by any regulator/ statutory body/ PSU/ Government Undertaking. The bidder should not have received any warning/penalty for misconduct from IRDAI in the last two financial years and also as on date in India and should not have any disciplinary proceedings pending against the applicant Company or any of the Directors.	A self-declaration by the Bidder on Bidder's letter head as per Annexure-6
7.	The Bidder should have a positive Net worth at the end of each of the last three years i.e. 2018-19, 2019-20 and 2020-21	Declaration with regard to positive net worth should be provided on company letter head duly signed by Authorized

		Signatory.
8.	The Bidder's firm should not be owned or controlled by any Director or Employee or Relatives of Punjab and Sind Bank.	A Self declaration by the Bidder on Company's letter Head.
9.	<p>The bidder should not be from a country which shares a land border with India unless the bidder is registered with the competent authority (as detailed in office memorandum F.No.6/18/2019-PPD Dated 23.07.2020 of Department of Expenditure, Ministry of Finance). Bidder from a country which shares a land border with India means:</p> <ul style="list-style-type: none"> • An entity incorporated, established or registered in such a country; OR • A subsidiary of an entity incorporated, established or registered in such a country OR • An entity substantially controlled through entities incorporated, established or registered in such a country; OR • An entity whose beneficial owner is situated in such a country; OR • An Indian (or other) agent of such an entity; OR • A natural person who is a citizen of such a country; OR • A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. 	<p>Bidder shall provide a declaration in their Letter Head signed by Competent Authority stating as below:</p> <p>"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we are not from such a country or; if from such a country, have been registered with the Competent Authority (copy attached). We hereby certify that we fulfill all requirements in this regard and are eligible to be considered."</p>

8. Response Format(Annexure 1 & 2)

Your proposal must clearly indicate the name of the responding organization, as well as the name, address, and telephone number/ Mobile Number of the primary contact of your organization for this proposal. Your proposal must include the contact's name for local service and account management team. Response formats for (1) Technical Bid and (2) Financial bid have been attached in this RFP as Annexure 1 and 2, respectively.

9. Address for communication

To,
The General Manager,
Punjab & Sind Bank,
Head Office Accounts & Audit Department
1st, Floor, 21, Bank House Rajendra Place,
New Delhi-110008
Phone: 011-25765519, 25728987, 25728930, 25817353
E-mail: ho.accts@psb.co.in, ho.ga@psb.co.in
Website: www.punjabandsindbank.co.in

10. Seeking Clarifications on this RFP

Bidders may write to:

11. Proposal Instructions

The Bidders may note that for the purpose of Selection of Insurer, a two-stage bidding process will be followed. The response of the Bidders to this RFP shall be organized into the following sections:

- Enclosure 1: Technical bid as per Annexure 1
- Enclosure 2: Financial bid as per Annexure 2- in a separate sealed envelope
- Enclosure 3: Pre contract integrity pact as per Annexure 3
- Enclosure 4: NDA as per the format in Annexure-4
- Enclosure 5: Authorization Letter as per the format in Annexure-5
- Enclosure 6: Self Declaration regarding black listing in Annexure-6

All proposal responses will be opened in front of a committee constituted for this purpose in PSB in the presence of representatives of bidders if they choose to remain present.

12. Process for Evaluation of Bids

In the first stage only the “Technical Bids” will be opened. The Technical Bids shall be evaluated based on eligibility criteria. In the second stage the “Financial Bids” of only those bidders who have qualified based on evaluation of “Technical Bids” shall be opened. The date & time of opening of “Financial Bids” will be intimated to the eligible bidders through telephone/ Email.

13. Important Terms:

Quotes: The rates quoted must be final and considered firm regardless of actual claims experience as on the policy effective date.

Terms: Your proposal must not include “cancellation” and /or “Premium/Claim Review” Clause. No acknowledgement will be given for tender submission. Bids sent by courier/postal service will not be accepted. Only typed bids will be accepted. No handwritten bids will be accepted. The tenure of the agreement will be 13.05.2022 to 12.05.2023.

Term of the Agreement: The selected Bidder shall execute agreement with the Bank for a period of 1 year from the date of execution of the Agreement

14. Validity of Bids

The bids submitted shall remain valid for 90 days.

15. Directives/Conditions for Insurance policies

- 15.1 Deductible will be applicable on the basis of the Sum Insured of the respective Branch / ATM sites at each location where the loss takes place.
- 15.2 Values of assets have already been depreciated and immovable assets have already been factored after revaluation.
- 15.3 If any of the coverage mentioned above is available at add on basis, Insurance Company may consider it as add on basis.

- 15.4 Deductible / Excess: As per standard policy.
- 15.5 Basis of Claim calculation: Fire & Burglary Policy on depreciated value. (All the existing policies were on depreciated value basis).
- 15.6 Bank will provide asset register as of 31.03.2022 and inform additions in assets on quarterly basis.
- 15.7 All newly opened Branches / assets purchased during the policy period should be automatically covered for insurance from date of purchase / installation. We will provide data of total assets (present value) on quarterly basis and the company will charge pro-rata premium on increased value of assets from CD balance maintained by the PSB with the company.
- 15.8 Furniture / Electronic items provided to employees under staff benefit scheme will also be covered under all the policies as the value of such items is included in sum assured as mentioned above.
- 15.9 Bidders should specifically quote the Net amount + All other eligible Taxes (Mentioning amount of each Tax separately) in their financial bids. The bidders will have to compulsorily apply for both the policies and any bidding for only one policy out of the same will tantamount to disqualification from the bidding process.
- 15.10 The Bidder must submit the Financial Bid in the given format in Annexure 2 - Financial Bid Submission Format. The same needs to be confirmed in the Technical Bid vide Annexure 1 - Technical Bid
- 15.11 All terms of the bids/quotations shall be as per the terms of the tender. Any deviation in the terms of the bid shall lead to disqualification of the participant from the tender process. The same needs to be confirmed vide Annexure 1 - Technical Bid-.
- 15.12 All bidders should compulsorily submit along with the technical bid, pre contract Integrity pact duly signed. (As per Annexure-3 enclosed).
- 15.13 The representative/s of the participating bidders attending the tender meetings must carry the authorization letter in the given format as per Annexure 5 on the company's letter head duly stamped and signed by the authorized signatory of the company. The same has to be carried by the representatives separately and is not be submitted inside the sealed envelopes of the Technical or Financial Bid.
- 15.14 The Eligibility offer should contain proof for each of the points for eligibility evaluation. Any credential detail not accompanied by relevant documentary proof from the Bidders will not be considered for evaluation. All credential letters should be appropriately bound or stapled, labeled and segregated in the respective areas. There is no restriction on the number of credentials a Bidder can provide.

16. Bank reserves the right to:

- 16.1 Reject any or all responses received in response to the RFP without assigning any reason whatsoever.

- 16.2 Cancel the RFP / Tender at any stage, without assigning any reason whatsoever.
- 16.3 Waive or Change any formalities, irregularities, or inconsistencies in this RFP (format and delivery). Such a change / waiver would be duly and publicly notified in the Bank's website before the closure of the bid date.
- 16.4 Extend the time for submission of all proposals and such an extension would be duly communicated on Bank's website.
- 16.5 Select the next most responsive bidder if the first most responsive bidder evaluated for selection fails to enter into an agreement within a specified time frame.
- 16.6 Share the information / clarifications provided in response to RFP by any bidder, with all other bidder(s) / others, in the same form as clarified to the bidder raising the query.
- 16.7 Issue the amendments to the RFP at any time, prior to the deadline for the submission of Bids. From the date of issue, amendments to RFP Document shall be deemed to form an integral part of the RFP Document

17. Bid Submission

The Bid shall be submitted in hard copy only.

17.1 The bidding proposal shall be submitted in two parts.

- i) Technical
- ii) Financial

17.2 Both the Technical and Financial bid shall be submitted in Separate Sealed envelopes super scribing Technical Bid for Property Insurance & Burglary Insurance Policy of Punjab & Sind Bank 2022-23 for Technical and Financial Bid for Property Insurance & Burglary Insurance Policy of Punjab & Sind Bank 2022-23 for Financial". These two separate sealed envelopes should be put together in a master envelope duly sealed and super scribing "Bid for Property Insurance & Burglary Insurance Policy of Punjab & Sind Bank 2022-23 REFERENCE NO. PSB/RFP/INS/01/2022" and should be sent at the following address:

General Manager
Punjab & Sind Bank
HO Accounts & Audit department
Bank House, 21, Rajendra Place,
New Delhi – 110008

17.3 The bid properly super scribed in the manner prescribed earlier clauses of this RFP should be deposited in the Tender Box at the Place, Venue, Date and Time mentioned below

Last Date of Submission of Bid	Day	Time	Venue
09.05.2022	Monday	03:30PM	Punjab & Sind Bank HO Accounts & Audit Department Bank House, 21, Rajendra Place, New Delhi - 110008

17.4 Bids must be submitted not later than the specified date and time mentioned in the Bid

Document. If the specified date of submission of bids being declared a holiday under NI Act, the bids will be received up to the specified time in the next working day. 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.

- 17.5 Bids sent through post/courier will be at the sole responsibility of the Bidder. Bank will not be responsible for loss / damages / misplacing of the tender documents by the Postal / Courier Service provider. Any Bid document delivered by the Service Provider after the prescribed time will not be considered for Evaluation.
- 17.6 The Bid shall be signed by the bidder or any person duly authorized to bind the bidder to the contract. The signatory should give a declaration and through authenticated documentary evidence establish that he/she is empowered to sign the tender documents and bind the bidder.
- 17.7 The bid shall contain no interlineations, erasures, or over-writings except as necessary to correct errors made by the bidder. In such cases, the person/s signing the bid shall initial such corrections.
- 17.8 The bidder is expected to examine all instructions, forms, terms, and conditions in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the bidder's risk and may result in rejection of the bid.
- 17.9 No columns of the tender shall be left blank. Bids with insufficient information and Bids which do not strictly comply with the stipulations given above, are liable for rejection.

The bids will be opened in the presence of authorized representatives of the bidders. However, the representative of the bidder must produce an authorization letter from the bidder to represent them at the time of opening of financial bids. Only one representative will be allowed. If no representative is present at the time of opening of bids, the quotations / bids will still be opened at the scheduled time at the sole discretion of the Bank.

Bidder warranties - By submitting a Response, Bidder represents and warrants to PSB that, as on the date of submission:

- i. The Bidder has fully disclosed to PSB in its Responses all information which could reasonably be regarded as affecting in any way PSB's evaluation of the Bids;
- ii. All information contained in the Bid is complete and not misleading in any way.
- iii. No litigation, arbitration or administrative proceeding is presently taking place, pending or to the knowledge of the Bidder threatened against or otherwise involving the Bidder which could have an adverse effect on its business, assets or financial condition or upon PSB's reputation if the Response is successful.
- iv. The bidder will immediately notify PSB of the occurrence of any event, fact or circumstances which may cause a material adverse effect on the Bidder's business, assets or financial condition or PSB's reputation or render the Bidder unable to perform its obligation under the PSB agreement, if any or have a material adverse effect on evaluation of the responses by PSB.
- v. The bidder has not and will not seek to influence any decision of PSB during the evaluation

process or engage in any uncompetitive behavior or other practice which may deny legitimate business opportunities to other Bidders.

NOTE: - The bidder who does not meet the above requirements of Bidders warranties shall not be considered and their/his bid will be rejected without assigning any reasons

18. Confidentiality

The information contained in this document is strictly confidential. Bidder must keep confidential any information received from or about PSB as a result of or in connection with the submission of the Response. All information contained in the Response, or in subsequent communications shall be deemed confidential and may be used only in connection with the preparation of Bidder's Response. Unless expressly agreed to in writing prior to submission, Responses are not confidential and may be used by PSB in whole or part. PSB however, will not disclose the information provided by Bidder in a response other than to its affiliates or to its professional advisors, unless required otherwise under any provisions of law.

19. Financial documents

PSB may request additional financial/business information from the Bidder at its discretion.

20. Selection criteria

The selection criteria, inquiries, questions, or information put forth in the Response are meant to be provided in the aforesaid manner and established through the details submitted by the bidder.

21. Termination/or suspension of evaluation process

PSB reserves the right to suspend or terminate the Bidder evaluation process (in whole or in part) at any time in its absolute discretion and without liability towards the Bidder or any third party. Bidders will be notified if any suspension or termination occurs but PSB is not obliged to provide any reasons.

22. Other Rights

Without limiting its rights under any other clause of this evaluation process or at law, and without liability towards the Bidder or any third party, PSB may at any stage of the evaluation process:

- 22.1 Require additional information from a Bidder.
- 22.2 Change the structure and timing of the evaluation process.
- 22.3 Terminate further participation in the evaluation process by a Bidder.
- 22.4 Negotiate with more than one Bidder.
- 22.5 Terminate negotiations being conducted with a Bidder.
- 22.6 Vary or extend the timetable and evaluation process
- 22.7 Accept any non-complying Response; or
- 22.8 Vary the terms and conditions of the evaluation process, the RFP or specifications or requirements at any time.

23. Responsibility for Costs

Bidder is responsible for all costs, expenses or liabilities incurred by them or on their behalf in

relation to the evaluation process (including in relation to providing PSB with the response, the revised response or any additional information)

24. Non-Reliance by Bidder

Bidder, by submitting a Response, acknowledges that:

- 24.1 It does not rely on any information, representation, or warranty, whether oral or in writing or arising from other conducts, other than that specified in this RFP or otherwise provided by PSB in writing.
- 24.2 It has made its own inquiries as to regarding the risks, contingencies, and other circumstances that may have effect on the Bidder's Response as well as the accuracy, currency, or completeness of such information and

25. Incorporation of Responses into agreement

The successful Bidder as concluded by PSB shall sign an agreement with PSB. PSB may, at its sole discretion, incorporate any portion of any successful Response of a successful Bidder in to the final PSB agreement. PSB may require a successful Bidder to submit, before negotiation of the PSB agreement, details of issues which may affect their ability to act as a Bidder.

26. Precedence of Documents

If there is any inconsistency between the terms of this RFP and any of its appendices, schedules, or attachments then, unless the contrary is explicitly stated in this RFP, the terms of the RFP will prevail to the extent of any inconsistency.

27. Late Bids:

- 27.1 Bids received after the due date and the specified time for any reason whatsoever, shall not be entertained and shall be returned unopened.
- 27.2 Punjab & Sind Bank shall not be responsible for any delay in submission of Bids. No further correspondence will be entertained on this matter.
- 27.3 Punjab & Sind Bank reserves the right to modify and amend any of the above stipulated conditions or criterion depending upon project priorities vis-a-vis urgent commitments.

28. TERMINATION FOR DEFAULT(S)

The Bank reserves its right to cancel the Contract by giving a prior written notice of 30 days to the selected bidder in the event of, but not limited to, one or more of the following situations:

- 28.1 Unnecessary or unwarranted delay in execution of the work allotted.
- 28.2 Delay in submission of reports beyond the stipulated periods.
- 28.3 Breach of trust is noticed during any stage of the consultancy assignment.
- 28.4 The selected bidder commits a breach of any of the terms and conditions of the bid.
- 28.5 The selected bidder goes in to liquidation voluntarily or otherwise.

- 28.6 An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
- 28.7 If it is found at any stage that the bidder has concealed any important information or has submitted any false information or declaration particularly regarding any pending legal action or blacklisting status.

29. CONSEQUENCES OF TERMINATION

- 29.1 In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], PSB 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 Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.
- 29.2 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 PSB, the Vendor herein shall be obliged to provide all such assistance to the next successor Vendor or any other person as may be required and as PSB may specify including training, where the successor(s) is a representative/personnel of PSB 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.
- 29.3 Nothing herein shall restrict the right of PSB 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 PSB under law or otherwise.
- 29.4 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.

30. TERMINATION FOR CONVENIENCE:

The Bank reserves its rights to terminate the contract at its own convenience by giving 30 days' prior notice in writing to the selected bidder/Company without assigning any reason for such termination and without any cost or compensation therefor.

31. SIGNING OF PRE-CONTRACT INTEGRITY PACT (ANNEXURE-3)

To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this tender shall be covered under the Integrity Pact (IP) policy of the Bank. The pact essentially envisages an agreement between the prospective bidders/vendors and the Bank committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The format of the agreement is enclosed as **Annexure 3** Integrity Pact.

Signing of the IP with the 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 violation of the same would entail disqualification of the bidders and exclusion from future business dealings. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Any vendor/bidder who does not sign the document or refuses to sign shall be disqualified in the bidding process.

In case the bids are not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected. The essential ingredients of the Pact include:

- 31.1 Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- 31.2 Principal to treat all bidders with equity and reason.
- 31.3 Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally.
- 31.4 Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
- 31.5 Bidders not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC Act/IPC.
- 31.6 Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- 31.7 Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

The Integrity Pact envisages a panel of Independent External Monitors (IEMs) to review independently and objectively, whether and to what extent parties have complied with their obligation under the pact. The IEM has the right to access to all the project documents.

All pages of Integrity Pact (IP) must be signed and stamped. Integrity Pact (IP) should be deposited along with the Technical Bid as directed.

32. NON-DISCLOSURE AGREEMENT (ANNEXURE-4)

- 32.1 The selected bidder shall execute Non-Disclosure Agreement (NDA) on the draft suggested by the Bank. As the selected bidder will have access to the data/information of the Bank while implementing the project as per defined scope under RFP, the Bank will require the selected bidder to sign a non-disclosure agreement along with the Contract in the NDA format(**Annexure 4: NDA Format**) provided by the Bank, an undertaking not to disclose or part with any information relating to the Bank and its data to any person or persons, as may come into possession of the selected bidder during course of the implementation. The bidder will also agree that its employees, agents, sub- contractors shall maintain confidentiality of the confidential information.
- 32.2 That the bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the bidder shall use reasonable efforts to advise the Bank immediately in the event that the bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the bidder, and will reasonably cooperate in seeking injunctive relief against any such person.
- 32.3 All expenses and costs for execution of the Contract/Agreement and NDA shall be borne by the successful Bidder. The conditions stipulated in the NDA shall be strictly adhered to and any breach / violation thereof will entail termination of the Contract without prejudice to the other rights of the Bank including recovery of liquidated damages as specified in this RFP or NDA.

33. 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: -

- 33.1 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.
- 33.2 The matter will be referred for negotiation between the Authorized official of The Bank 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 30 days of the failure of negotiations. Arbitration shall be held in New Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator. The "Arbitration Notice" shall 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 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 Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

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

34. JURISDICTION:

This RFP/contract shall be governed by and construed in accordance with the Laws of India for the time being in force and all the dispute(s) or difference(s) arising out of or in connection with the RFP/contract shall be subject to the exclusive jurisdiction of the courts at New Delhi.

35. 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 and all documents produced by or from or for the Bidder in the course of 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, store, copy, distribute or retain any such Documents. The selected Bidder shall preserve all documents provided by or originating from the Bank 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 in this regard.

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

37. COMPLIANCE WITH STATUTORY AND REGULATORY PROVISIONS

It shall be the sole responsibility of the Vendor to comply with all Statutory, Regulatory & Laws of the Land and provisions while delivering the services mentioned in this RFP.

38. INDEMNITY:

The bidder agrees to indemnify and keep indemnified, defend and hold harmless the Bank and its officers, directors, employees and agents from and against any and all losses, liabilities, claims, obligations, costs, expenses (including, litigation cost, reasonable attorney's fees) which result from, arise in connection with or are related in any way to claims by third parties arising out of or in connection with

38.1 The bidder's breach of any of the terms and conditions, representations, warranties specified in the Agreement/Contract: infringement of Intellectual Property Rights of the Bank; acts or omissions of, negligence, or misconduct by the Vendor/bidder; or its professionals, representatives, agents, security analysts, consultants and advisors;

38.2 For the purpose of the Agreement, the bidder shall include the bidder, its personnel, employees, consultants, and / or other authorized persons.

38.3 In no event shall the bidder be liable for claims arising from or in connection with the sole negligence or misconduct of the party seeking indemnification.

38.4 The responsibility to indemnify set forth in this Clause shall survive the termination of this Agreement for any reason with regard to any indemnity claims arising in relation to the performance hereof.

38.5 The selected vendor/bidder has to furnish a letter of undertaking cum indemnity Bank's favor as per the format supplied by the Bank at the time of execution of Service Level Agreement.

38.6 The Bidders shall also indemnify Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods/services, Software package or any part thereof in India and abroad.

39. 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, and epidemics, 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 survives termination of the contract.

40. NOTICES

Notice or other communications given or required to be given under the contract shall be in writing and shall be 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.

The successful bidder shall allow the Reserve Bank of India (RBI) or persons authorized by it to access Bank's documents, records or transaction or any other information given to, stored or processed by the successful bidder within a reasonable time failing which the successful bidder will be liable to pay any charges / penalty levied by RBI. The successful bidder shall also allow the RBI to conduct audits or inspection of its Books and accounts with regard to Bank's documents by one or more RBI officials or employees or other persons duly authorized by RBI.

41. AUTHORIZED SIGNATORY

The selected bidder shall indicate the authorized signatories who can discuss and correspond with BANK, with regard to 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 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 BANK.

42. CANCELLATION OF TENDER PROCESS

Bank reserves the right to cancel the tender process partly or fully of its sole discretion at any stage without assigning any reason and without any cost or compensation therefore to any of the participating bidders.

43. PUBLICITY

Any publicity by the bidder in which the name of Bank is to be used should be done only with the explicit prior written permission of Bank. The Bidder shall not make or allow to make a public announcement or media release about any aspect of the Contract unless BANK first gives the Vendor its prior written consent.

44. NON-TRANSFERABLE OFFER

This Request for Proposal (RFP) is not transferable. Only the bidder who has purchased this document in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process.

There will not be any type of outsourcing.

The bidder should also submit an undertaking to the effect that he has not made any modification in the original copy of RFP and his bid would be liable for rejection for any violation of the above.

45. COSTS OF PREPARATION & SUBMISSION OF BID

The bidder shall bear all costs for the preparation and submission of the bid. BANK shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

46. SUBCONTRACTING

The Bidder will not subcontract or delegate or permit anyone other than the Bidder personnel to perform any of the work, service or other performance required of the Bidder under this agreement without the prior written consent of the Bank and the bank's decision in this regard will be final and acceptable to the bidder.

47. NOTIFICATION OF AWARD

The finalization & selection of a tender, subject to eligibility compliance with all the terms and conditions will be communicated in writing by means of an offer of contract/ service order at the address supplied by the bidder in the tender response. Any change of address of the Bidder, should therefore be promptly notified to Punjab & Sind Bank, Accounts & Audit Department Head Office, 1st Floor, 21 Bank House, Rajendra Place, New Delhi-110008. The written offer of contract/ order issued to the successful bidder would need to be accepted by the bidder in writing/via mail within 1 day from the date of issue of the offer.

48. 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.

49. RIGHT TO AMEND SCOPE OF WORK

The Scope of Implementation Program may change/shift due to change in guidelines/directives of the Regulatory Authorities such as RBI/ICAI/IRDAI/MCA/Tax Authorities etc. and any other developments during the tender period. Any decision of BANK in this regard shall be final, conclusive and binding on the bidder.

50. SIGNING OF CONTRACT/AGREEMENT

The successful bidder is required to enter Into a Service Level Agreement as per Bank's prescribed format on an immediate basis from the date of acceptance of Bank's offer for serving policies valid from 13.05.2022 to 12.05.2023 unless terminated earlier by the Bank by serving 30 days prior notice in writing to the Company / selected bidder at its own convenience without assigning any reason and without any cost or compensation thereof.

The performance of the selected bidder shall be reviewed periodically and in case the performance of the Company / selected bidder found to be unsatisfactory, the Bank reserves the right to terminate the contract at its sole discretion by giving 30 day notice without assigning any reason and without any cost or compensation thereof. However, after the completion of period of 01 (One) year, the agreement may be extended/ renewed for such further period as would be decided by the Bank at its sole discretion on the same or new terms and conditions.

51. COMPLIANCE CONFIRMATION

The Bidder must submit unconditional and unambiguous compliance confirmation to all the terms and conditions stipulated in the RFP.

52. PROPOSAL OWNERSHIP:

The proposal and all supporting documentation submitted by the bidders shall become the property of the Bank. The proposal and documentation may be retained, returned or destroyed as the Bank decides.

53. OTHER INSTRUCTIONS

- 53.1 The Company selected for the assignment should adhere to the quality standards, regulatory directions, guidelines in this regard.
- 53.2 The Company selected for the assignment should treat as confidential all data and information about the Bank obtained in the execution of the proposed assignment, hold it in strict confidence and should not reveal such data / information to any other party without the prior written approval of the Bank.
- 53.3 The proposal should be submitted strictly in the formats provided in this RFP document.
- 53.4 The proposal should be free of overwriting/ corrections / alterations.
- 53.5 All bids and supporting documentation shall be submitted in English only.
- 53.6 The Bank will not return the bids/responses to the RFP received. The information provided by the bidder/s to the Bank will be held in confidence and will be used for the sole purpose of evaluation of bids.
- 53.7 The company selected, in the event of merger/takeover by another Insurance company will ensure that policies of the bank with the transferor entity are migrated in a manner which ensures that the existing policies are continued to be serviced by the transferee entity on terms and conditions no less favorable than those existing prior to the merger and as per the terms of the contract entered into with the Bank.

54. DUE DILIGENCE

The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the RFP document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect will be at the Bidder's own risk and may result in rejection of the Bid and for which Punjab & Sind Bank shall not be held responsible.

55. MODIFICATION AND WITHDRAWAL OF BIDS

No bid can be modified by the bidder subsequent to the closing date and time for submission of bids.

56. NO LEGAL RELATIONSHIP

No binding legal relationship will exist between any of the Recipients / Respondents and Bank until execution of a formal agreement.

57. Compliance with Applicable Laws of India

The selected bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws 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 shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees / officers / staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all 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.

The Bidder 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 during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate Bank and its employees/officers/staff/personnel/ representatives/agents from and against all 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 Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

Bank's Property Insurance Policy

Description of Property

Bank's own Building, civil work, renovation, alternation, and content from own building as well as rented premises. Building including but not limited to basement at all levels, Plinth & Foundation, all sanitary Fittings, Furniture, Electrical Fittings, wood work, storage tanks, boundary walls with gates and fencing, all interiors, exterior, leasehold improvement etc. and other items pertaining to insured trade located at any of these locations, whether owned or rented Plant & Machinery, Accessories including Electrical / Electronic installation, Lifts, DG sets, IT-assets installed / lying & goods held in trust and other goods pertaining to insured's trade located at any locations, whether owned or rented. Loss due to leakage and seepage.

Furniture Fixture & Fittings, Office Equipment's including but not limited to electrical and non-electrical equipment's, electronic equipment's /Installation including accessories, Computers, Hardware, Peripherals, Safe deposit vaults, Cash Safe, data safe, ATM Centre/ATM Machine/Coin Vender Machine/Mobile ATM or ATM-on-wheels ,Cash Deposit Machine/Pass Book Printer Machine Cheque Book Printer Machines/Desktop/ ATM Machines/Micro ATMs/CCTV/DVR Office Equipment, Stationary, Computers, Video conferencing equipment, photocopier machines, fax machines, Franking machines, Refrigerators, coolers, air conditioners, Fire Fighting equipment's, , CDMs etc. and any other fixed assets items pertaining to insured trade located at any of these locations, whether owned or rented.

Damaged due to short circuit/electrical breakdown such as transformers, etc. loss due to leakage and seepage.

Any other category of assets / stocks / Capital work In Progress (CWIP) intended to be insured hereunder so long as the declared sum insured includes such assets / stocks / CWIP addition of Assets will be submitted on quarterly basis by the insured to the insurer and the insurer will issue an endorsement for the said addition from Premium Deposit (CD) of the insured with the insurer, the balance of the CD will be communicated by the insurer after all addition on quarterly basis. Effective date will be the start date of each quarter i.e. for quarter 1st April 2022 to 30th June 2022, additions with values will be communicated in July 2022 and effective date will be 1st April 2022.

Location to be covered

All offices and / or work places of the Bank including but not limited to:

- Head Office/Corporate office
- Regional Offices/Zonal Offices
- Branch Offices /Currency chest/RSETI/RCCs
- Extension Counters
- Training Centres
- Residential Buildings/Flats
- Guest Houses and Holiday Homes

All Bank premises both owned and leased, such as Bank Head office/Corporate office, Regional office/ Zonal offices, Branch offices (Small, Medium, Large, Exceptionally Large, MCB, Micro Finance, SME, Trade Finance Branch etc. MICR centres, Bank offices, all administrative Offices, Retail Asset Branches, RCC, Currency Chest CDPC, Cash Collection Centres, Kiosks, (off site, on site, lobby and mobile), Mobile office, owned by the Bank as well by Private parties under Bhagidari Yojna, Cheque Deposit Machine, Hybrid Machine Training Centres, Data Centres, Residential Buildings/Flats, Extension Counters, Guest Houses, etc.

There may be addition of new branch including specialized branches, other offices, CDMs Kiosks etc. during the policy period and insurance cover to these new branches/ offices etc. shall also be made from the day they become operational till the tenure of this policy.

Scope of Coverage

This is Bank's Property Insurance Policy as per All India Fire Tariff. The Policy Covers following perils.

- Fire and related perils
- STFI
- Earthquake
- Terrorism/Naxalite/Maoist attack Cover.
- RSMD(Riot, Strike, Malicious Damage)
- Lightning
- Subsidence and Landslide including Rock slide.
- Aircraft Damage
- Explosion/Implosion

Add on Covers

- Omission to Insure (2% of BMA Sum Insured)
- Expenses of Rent for Alternative Accommodation AOA INR 10 Lacs & AOY INR 25 Lacs
- Basement Cover- Subject to part of the Sum Insured

Clauses

- Designation of Property Clause
- Local Authority Clause
- On Account clause-90% of the assessed loss by surveyor for each claim
- Waiver of requirement of FIR/Final Police report/meteorological report up to INR 2 Lacs
- 72 hours clause
- Good Held in Trust Clause
- Impact Damage due to own rail or road vehicle
- Smoke damage clause
- Impact Damage due to insured's own vehicle clause
- Dynamo clause
- Loss minimisation expenses upto Rs 5 Crores

Excess

As per Bank's Property Insurance Policy

Warranty : NIL

Self-Survey Limit

Claims up to INR 20,000/- will be under Self Survey wherein following documents will be provided

- Claim Form
- Photographs
- Incident report
- Copy of SFF Register and / or any other similar record showing detailed information
- Reinstatement Bills along with payment proof.

Sum Insured of Bank's Assets	Sum Insured (Rs. In Crores)
Building including but not limited to basements at all levels, Plinth & Foundation, all sanitary Fittings, Furniture, Electrical Fittings, Wood work, Storage tanks, boundary walls with gates and fencing, all interior, exterior, leasehold improvement etc. and other items pertaining to insured trade located at any of these locations, whether owned or rented	639.30
Furniture Fixtures & Fittings, Office equipment including but not limited to electrical and non-electrical equipment's, electronics equipment's, etc. and others items located at any of the insured locations, whether owned or rented. (WDV as on 31.03.2022)	60.30
Plant & Machinery items including Air conditioners, Generators, Transformers and all other Machinery located at any of the insured locations, whether owned or rented. (WDV as on 31.03.2022)	86.70
All Computers and Computer peripherals, Printers, Scanners and other Computer related items located at any of the insured locations, whether owned or rented. (WDV as on 31.03.2022)	101.68
Total Sum Insured	887.98

		At Each Location	Rs in Crores
S.N.	Insurance Policy	Range of Sum Insured	Total Sum Insured
1	Bharat Grih (Dwellings only)	Any Sum Insured	147.29
2	Bharat Sookshma	Up to Rs 5 Crores	162.53
3	Bharat LaghuUdyam	More than Rs 5 Crores up to Rs 50 Crores	280.37
4	SFSP	More than Rs 50 Crores	297.79
	Total		887.98

BURGLARY INSURANCE POLICY(On 25% First Loss basis)

Description of Property

Plant & Machinery, Accessories including Electrical / Electronic installation, Lifts, DG sets, Transformers, IT-assets installed / lying & goods held in trust and other goods pertaining to insured's trade located at any locations, whether owned or rented.

Furniture Fixture & Fittings, Office Equipment's including but not limited to electrical and non-electrical equipment's, electronic equipment's /Installation including accessories, Computers, Hardware, Peripherals, Safe deposit vaults, Cash Safe, data safe, ATM Machine/Coin Vender Machine/Mobile ATM or ATM-on-wheels ,Cash Deposit Machine/Pass Book Printer Machine Cheque Book Printer Machines/Desktop/Micro ATMs/CCTV/DVR Office Equipment, Stationary, Computers, Video conferencing equipment , photocopier machine, fax machines, Franking machines, Refrigerator's , coolers, air conditioners, Fire Fighting equipment's , CDMs etc. and any other fixed assets items pertaining to insured trade located at any of these locations, whether owned or rented.

Any other category of assets / stocks / CWIP intended to be insured hereunder so long as the declared sum insured includes such assets / stocks / CWIP.

Addition of Assets will be submitted on quarterly basis by the insured to the insurer and the insurer will issue an endorsement for the said addition from Premium Deposit (CD) of the insured with the insurer, the balance of the CD will be communicated by the insurer after all addition on quarterly basis. Effective date will be the start date of each quarter i.e. for quarter 1st April 2022 to 30 June 2022 additions with values will be communicated in July 2022 and effective date will be 1st April 2022.

Location to be covered

All offices and / or work places of the bank but not limited to:

1. Head Office/Corporate Office
2. Regional Offices/Zonal Offices
3. Branch Offices, Currency Chest/RSETI/RCCs
4. Extension Counters
5. Training Centres
6. Residential Buildings/Flats
7. Guest houses/Holiday Homes

All Bank premises both owned and leased, such as Bank Head office/Corporate office, Regional office/ Zonal offices, Branch offices (Small, Medium, Large, Exceptionally Large, MCB, Micro Finance, SME, Trade Finance Branch etc. MICR centres, Bank offices, all administrative Offices, Retail Asset Branches, RCC, Currency Chest, CDPC, Cash Collection Centres, Kiosks, (off site, on site, lobby and mobile), Mobile office, owned by the Bank as well by Private parties under Bhagidari Yojna, CDM, Cheque Deposit Machine, Hybrid Machine Training Centres, Data Centres, Residential Buildings/Flats, Extension Counters, Guest Houses, etc.

There may be addition of new branch including specialized branches, other offices, CDMs Kiosks etc. during the policy period and insurance cover to these new branches/ offices etc. shall also be made from the day they become operational till the tenure of this policy.

Scope of Cover

Loss or damage to the Insured's Assets Due to Burglary, Housebreaking, Theft / Attempted Theft, Robbery, Larceny, RSMD, Holdup, Dacoity, Looting, Snatching away, Terrorism/Naxalite/Maoist attack Cover, Sabotage, Assault Risk, Vandalism and threat whether by the employee of the Insured (permanent or contractual or temporary) or any other person or persons whomsoever.

Add on Covers

Cover for Change of Lock and Key Clause- Reasonable and necessary charges for replacement and/or repair of Lock and Key followed by a Burglary event.

Any damage caused to premises resulting from burglary and or housebreaking or any attempt, threat any time during the policy.

Additional Information

Burglary Insurance on 25% First Loss Basis

Clauses

- Designation of Property Clause
- On Account clause- Up to 90% of the assessed loss by surveyor for each and every claim
- Waiver of requirement of Final police report for the settlement of 90% of on account payment, Police intimation copy will be sufficient.
- Property in Care, Custody and Control
- Good Held in Trust Clause

Excess

5% of claim amount for each and every loss subject to a minimum of INR 2,500

Warranty

NIL

Sum Insured of Burglary Insurance Policy	Sum Insured (Rs. In Crores)
Furniture Fixtures & Fittings, Office equipment including but not limited to electrical and non-electrical equipment's, electronics equipment's, etc. and others items located at any of the insured locations, whether owned or rented. (WDV as on 31.03.2022)	60.30
Plant & Machinery items including Air conditioners, Generators, Transformers and all other Machinery located at any of the insured locations, whether owned or rented. (WDV as on 31.03.2022)	86.70
All Computers and Computer peripherals, Printers, Scanners and other Computer related items located at any of the insured locations, whether owned or rented. (WDV as on 31.03.2022)	101.68
Total Sum Insured	248.68*

* Burglary Insurance on 25% First Loss Basis

PAST CLAIMS INFORMATION

SFSP CLAIMS (FF,PM & COMPUTER Items) INFORMATION FOR THE PAST 3 YEARS						
Policy Year	No .Lodged	Amt of Claims (in Rs.)	No. Settled	Amt. Settled(in Rs.)	No. Pending	Amt . Pending (in Rs.)
2021-22	6	2715095	1	0	5	2666095
2020-21	10	7448052	3	100021	7	7348031
2019-20	2	101273	2	101273	0	0

BURGLARY CLAIMS INFORMATION FOR THE PAST 3 YEARS						
Policy Year	No .Lodged	Amt of Claims (in Rs.)	No. Settled	Amt. Settled (in Rs.)	No. Pending	Amt . Pending (in Rs.)
2021-22	10	965200	3	0	7	827800
2020-21	4	750000	2	650000	2	100000
2019-20	12	3023700	12	3023700	0	0

SFSP CLAIMS (Bank Buildings) INFORMATION FOR THE PAST 3 YEARS						
Policy Year	No .Lodged	Amt of Claims (in Rs.)	No. Settled	Amt. Settled (in Rs.)	No. Pending	Amt . Pending (in Rs.)
2021-22	0	0	0	0	0	0
2020-21	0	0	0	0	0	0
2019-20	0	0	0	0	0	0

BIDDING FORMATS
Annexure-1 Technical

Annexure-1 needs to be submitted on the company's letter head duly stamped and signed by the company's authorized signatory.

The technical bid must be submitted in a sealed envelope super scripted as “Technical Bids for Bank’s Property (Bharat GrihaRaksha/ SookshmaUdyamSuraksha / LaghuUdyamSuraksha /SFSP) Insurance policy& Burglary Insurance Policy of Punjab & Sind Bank 2022-23”.

Dated:

To,
General Manager
HO Accounts & Audit Department
Punjab and Sind Bank
H.O New Delhi

Sub:Technical Bids for Bank’s property (Bharat GrihaRaksha/ SookshmaUdyamSuraksha / LaghuUdyamSuraksha / SFSP) Insurance policy& Burglary Insurance Policy of Punjab & Sind Bank 2022-23vide tender No.PSB/RFP/INS/01/2022

SN	Qualification criteria	Yes/No	Remarks (For Bank use only)
1	We do hereby confirm that we are registered under IRDAI for 5 consecutive years as on 31.03.2022 as a General Insurance Company/ Insurance Agency.		
2.	Our Financial Bid has been submitted in the given format as per Annexure 2 – Financial Bid		
3.	We agree to cover all the terms of the policies in the tender in Totality and there are no deviation/s in our Bid.		
4.	We do hereby agree to comply with the underwriting and claims settlement guidelines specified in IRDA (Protection of Policyholders' Interests) Regulations, 2017.		
5.	We do hereby confirm that our gross direct corporate business premium underwriting is more than Rupees500crore for FY 2020-21 as per IRDA data.		
6.	We do hereby confirm that we have served public sector bank/ scheduled commercial bank in similar type of insurance policies during the last 3 financial years i.e. 2018-19, 2019-20 and 2020-21.		
7.	We hereby confirm that we have an office/Branch in Delhi/NCR.		
8.	A duly signed Pre-contract Integrity Pact as per Annexure 3 on a 100 rupee non-judicial stamp paper is enclosed herewith.		
9.	Our representative/s is/are carrying the authorization letter in the format given In Annexure II on our company's letter head duly stamped and signed by our authorized signatory.		
10	Under Bharat GrihaRaksha/ SookshmaUdyamSuraksha/ LaghuUdyamSuraksha, we are providing the filed add on		

	coverage as per RFP along with the inbuilt add on coverage.		
Declaration			YES / NO
We confirm that we offer our technical bid to you with NIL deviations as mentioned in the RFP			

If the reply to the above declaration is NO, please mention the deviations policy wise below:

1. Bank's property (Bharat GrihaRaksha/ SookshmaUdyamSuraksha /
LaghuUdyamSuraksha /SFSP) Insurance policy
2. Burglary Insurance

For and on Behalf of

Insurance company
Name of Authorised signatory
Designation (Company Seal)

Annexure- 2 -FINANCIAL BID FORMAT

Annexure-II needs to be submitted on the company's letter head duly stamped and signed by the company's authorized signatory.

The Financial bid must be submitted in a sealed envelope super scripted as "Financial Bids for Bank's property (Bharat GrihaRaksha/ SookshmaUdyamSuraksha / LaghuUdyamSuraksha /SFSP) Insurance policy& Burglary Insurance Policy of Punjab & Sind Bank 2022-23"

Dated:

To,
General Manager
Accounts & Audit Department
Punjab & Sind Bank
H.O New Delhi

Sub: Financial Bids for Bank's property (Bharat GrihaRaksha/ SookshmaUdyamSuraksha / LaghuUdyamSuraksha / SFSP) Insurance Policy& Burglary Insurance Policy of Punjab & Sind Bank 2022-23 vide tender No. PSB/RFP/INS/01/2022

SL.NO.	Policy	Premium (Rs)
1	Bharat GrihaRaksha	
2	SookshmaUdyamSuraksha	
3	LaghuUdyamSuraksha	
4	SFSP	
5	Burglary Insurance	
	Total	
	Add Goods & Services Tax @ 18%	
	Total Premium payable including GST	

Total Premium payable including GST in words.....

For and on Behalf of

Insurance company
Name of the authorised signatory
Designation
(Company Seal)

Note: Financial bid should not contain any information other than the premium quote.

ANNEXURE-3(On bidder's letterhead)
PRE CONTRACT INTEGRITY PACT

Between

Punjab & Sind Bank (Bank) 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 will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission

of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/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.
- g. 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 put the bidder on a holiday list for 3 years.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Bidder liquidated damages.

Section 5 - Previous transgression

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

Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

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

Section 7 - Criminal charges against violating Bidder(s)/Contractor(s) /Subcontractor(s)

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

Section 8 - Independent External Monitor

The following Independent External Monitors (IEM) has been appointed by the Punjab & Sind Bank as per Central Vigilance Commission guidelines. Name and addresses of the Monitors are given below:

Sh. Asha Ram Sihag,
Email: arsihag@gmail.com
Mob: 9911558502

Sh. Aditya Prakash Mishra
apmishra53@gmail.com
9560625666

- (1) The task of IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The IEM is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The IEM would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the MD & CEO, Punjab & Sind Bank.
- (3) The Bidder(s)/Contractor(s) accepts that the IEM 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 IEM, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform MD & CEO, Punjab & Sind Bank and recuse himself / herself from that case.
- (5) The Bank will provide to the IEM 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 Bank and the Contractor. The parties offer to the IEM the option to participate in such meetings.

- (6) As soon as the IEM notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The IEM will submit a written report to the MD & CEO, Punjab & Sind Bank within 8 to 10 weeks from the date of reference or intimation to him by the Bank and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the IEM has reported to the MD & CEO, Punjab & Sind Bank, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the MD & CEO, Punjab & Sind Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEM may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word IEM 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 the Competent Authority of the Punjab & Sind Bank.

Section 10 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Bank)
(Office Seal)

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

Place
Date

Witness 1: _____
(Name & Address) _____

Witness 2: _____
(Name & Address) _____

ANNEXURE -4
Only selected bidder to sign NDA before award of business

NON DISCLOSURE AGREEMENT
(To be executed on a Rs 100 Non-Judicial Stamp Paper)

This Agreement made this (XXX) day of (XXXXX) 2022 by and between Punjab & Sind Bank a body corporate constituted and functioning under Banking companies (Acquisition & Transfer of Undertakings) Act, 1980 having its Head Office atDelhi. (herein after referred to as “the 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 FIRSTPART)

AND....., having its registered office at (Hereinafter referred to as “the Service provider” which expression shall, unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the OTHER PART)

WHEREAS the Parties intend to enter into discussions with the Recipient for purposes of procuring Services/Product (hereinafter referred to as “the Purpose”) from the Recipient and in order to proceed with the Purpose has agreed to provide certain Confidential Information relating to its business activities and processes as defined hereunder on a strictly confidential basis and on terms and conditions set out in these presents.

NOW THEREFORE IN CONSIDERATION of the disclosure of such Confidential Information by the Punjab & Sind Bank, the Recipient hereby agrees and confirms as follows:-

1. **Confidential Information.** "Confidential Information" shall mean any and all information and/data which is provided to the Recipient whether in writing, pictorially, in machine readable form, orally or by observation during the visits of the Recipient in connection with the Purpose or otherwise which may be the substance of this Agreement, financial information, know how, processes, trade secrets, schematics, technology, customer information, supplier information, sales statistics, pricing information, market intelligence, marketing and other business strategies including but not limited to:

- 1.1 Methodologies for Implementation and Pricing, Technology Architecture including details of WAN Connectivity, LAN Conversion, Modalities for Back up and Redundancies of Server/Network Desk Tops/Peripheral etc., Telecom/LAN Infrastructure, Technology Resources, Service Models including State of the Art Infrastructure, Telecommunication Network Transition Management, Transition Processes etc.

- 1.2 Production processes, marketing techniques and arrangements, mailing lists, purchasing information, pricing policies, quoting procedure, financial information, customer and prospect names and requirements, employee, customer, supplier and distributor data, price lists, any other materials or information relating to Punjab & Sind Bank's business and activities and the manner in which it does business;

- 1.3 Computer software, whether now or hereafter existing, developed for use on any operating system or machine, all modifications, enhancements and versions and all options available with respect thereto, and all future products developed or derived there from.

- 1.4 Source and object code, flowcharts, algorithms, coding sheets, routines, sub-routines, Compilers, assemblers, design concepts and related documentation and manuals.

- 1.5 Discoveries, concepts and ideas including, without limitation, the nature and results of research and development activities, processes, formulae, inventions, computer-related equipment or technology, techniques, "know-how", designs, drawings and specifications.
- 1.6 All other materials or information related to the business or activities of the Bank which are not generally known to others engaged in similar businesses or activities.
- 1.7 All ideas which are derived from or related to the access of systems or knowledge of any of the enumerated materials and information.
- 1.8 All material containing Confidential Information furnished by or obtained from.
- 1.9 The disclosing party, including without limitation, magnetic tapes, documents, manuals, specifications, flowcharts, program listings and data file printouts ("the Materials"), shall be and remain the property of the disclosing party and shall not be reproduced in whole or part without the disclosing party's express written consent. Any copies of the Materials shall become the disclosing party's property and shall contain such copyright and other proprietary rights notice or legend as appears on the original copy.

(Hereinafter referred to as the "Confidential Information" PROVIDED THAT absence of any marking or statement that particular information is Confidential Information shall not affect its status as Confidential.) Such disclosures are intended to be made solely for the purpose of enabling the Recipient to evaluate such information for a possible supply of Services/Product to Punjab & Sind Bank.

2. **Use of Confidential Information.** Each Party agrees not to use the other's Confidential Information for any purpose other than for the specific consultation regarding the RFP potential business venture. Any other use of such Confidential Information by any party shall be made only upon the prior written consent from an authorized representative of the other Party which wishes to disclose such information (the "Disclosing Party") or pursuant to subsequent agreement between the Parties hereto.
3. **Restrictions.** Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the "Receiving Party") shall, for period of 2 years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever), use the same care and discretion to limit disclosure of such Confidential Information as it uses with similar confidential information of its own and shall not disclose, lecture upon, publish, copy, modify, divulge either directly or indirectly, use (except as permitted above under clause 2) or otherwise transfer the Confidential Information to any other person or entity, including taking reasonable degree of care and steps to:
 - 3.1 Restrict disclosure of Confidential Information solely to its concerned employees, agents, advisors, consultants, contractors and /or subcontractors with a need to know and not disclose such proprietary information to any other parties; and
 - 3.2 Advise all receiving Party employees with access to the Confidential Information of the obligation to protect Confidential Information provided hereunder and obtain from agents, advisors, contractors and/or consultants an agreement to be so bound.
 - 3.3 Use the Confidential Information provided hereunder only for purposes directly related to the potential business venture.
4. **Exclusions.** The obligations imposed upon either Party herein shall not apply to information, technical

data or know how, whether or not designated as confidential, that:

- 4.1 is already known to the Receiving Party at the time of the disclosure without an obligation of confidentiality;
 - 4.2 is or becomes publicly known through no unauthorized act of the Receiving Party;
 - 4.3 is rightfully received from a third Party without restriction and without breach of this Agreement;
 - 4.4 is independently developed by the Receiving Party without use of the other Party's Confidential Information and is so documented;
 - 4.5 is disclosed without similar restrictions to a third party by the Party owning the Confidential Information;
 - 4.6 is approved for release by written authorization of the Disclosing Party; or
 - 4.7 is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however, that the Receiving Party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the Confidential Information and/or documents so disclosed be used only for the purposes for which the order was issued.
5. **Return of Confidential Information.** All Confidential Information and copies and extracts of it shall be promptly returned to the Disclosing Party at any time within thirty (30) days of receipt of a written request by the Disclosing Party for the return of such Confidential Information.
6. **Ownership of Information.** The Parties agree that all Confidential Information shall remain the exclusive property of the Disclosing Party and its affiliates, successors and assigns.
7. **No License Granted.** Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed to the Receiving Party or to any information, discovery or improvement made, conceived, or acquired before or after the date of this Agreement. No disclosure of any Confidential Information hereunder shall be construed to be a public disclosure of such Confidential Information by either Party for any purpose whatsoever.
8. **Breach.** In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party shall have the right to demand prompt return of all Confidential Information previously provided to the Receiving Party. The provisions of this paragraph are in addition to any other legal right or remedies the Disclosing Party may have.
9. **Arbitration and Equitable Relief**
- (a) **Arbitration** - The Parties shall attempt to settle any disputes arising out of or relating to this Agreement through consultation and negotiation. In the event no settlement can be reached through such negotiation and consultation, the Parties agree that such disputes shall be referred to and finally resolved by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof shall apply. The arbitration shall be held in New Delhi. The language used in the arbitral proceedings shall be English. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

(b) Equitable Remedies - The Parties agree that it would be impossible or inadequate to measure and calculate the Disclosing Party's damages from any breach of the covenants set forth herein. Accordingly, the Parties agree that in event of breach of any of the covenants contained in this Agreement, the affected Party will have available, in addition to any other right or remedy available, the right:

- i) to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach; and
- ii) to specific performance of any such provisions of this Agreement. The Parties further agree that no bond or other security shall be required in obtaining such equitable relief and the Parties hereby consent to the issuance of such injunction and to the ordering of specific performance.

(c) Legal Expenses - If any action and proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Party will bear its own expenses, including the attorney's fees and other costs incurred in such action.

10. Term- This Agreement may be terminated by either Party giving thirty (30) days' prior written notice to the other Party; provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a period of 2 Years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever).

11. No Formal Business Obligations –This Agreement shall not constitute create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either Party to submit a proposal or to perform a contract with the other Party or to refrain from entering into an agreement or negotiation with any other Party. Nothing herein shall be construed as providing for the sharing of profits or loss arising out of the efforts of either or both Parties. Neither Party will be liable for any of the costs associated with the other's efforts in connection with this Agreement. If the Parties hereto decide to enter into any licensing arrangement regarding any Confidential Information or present or future patent claims disclosed hereunder,

12. General Provisions

(a) Governing Law - This Agreement shall be governed by and construed in accordance with the laws of India.

(b) Severability - If one or more of the provisions in this Agreement is deemed void by law, then the remaining provisions will continue in full force and effect.

(c) Successors and Assigns - This Agreement will be binding upon the successors and/or assigns of the Parties, provided however that neither Party shall assign its rights or duties under this Agreement without the prior written consent of the other Party.

(d) Headings. All headings used herein are intended for reference purposes only and shall not affect the interpretation or validity of this Agreement.

(e) Entire Agreement - This Agreement constitutes the entire agreement and understanding of the

Parties with respect to the subject matter of this Agreement. Any amendments or modifications of this Agreement shall be in writing and executed by a duly authorized representative of the Parties.

- (f) Two original sets of Non-Disclosure Agreement are executed and retained by each of the parties, Bank and Vendor. The Parties, by the signature of their authorized representatives appearing below, acknowledge that they have read and understand each and every term of this Agreement and agree to be bound by its terms and conditions.

ACCEPTED AND AGREED TO BY:

(Signature)

Print Name:

Title:

(Signature)

Name:

Title:

IN WITNESS WITH:

Bank:

(Signature)

Print Name:

Title:

Vendor:

(Signature)

Name:

Title:

(to be furnished on the company's letter head)

AUTHORIZATION LETTER FORMAT

Place _____

Date _____

To:

General Manager
Punjab & Sind Bank
Accounts & Audit Department,
Head Office
1st Floor, 21 Bank House, Rajendra Place,
New Delhi – 110008

Sir/Madam,

Subject: Authorization Letter for attending the Bid Opening

This has reference to your RFP for Bank's Property (Bharat Griha Raksha / Sookshma Udyam Suraksha / Laghu Udyam Suraksha / SFSP) Insurance Policy & Burglary Insurance Policy of Punjab & Sind Bank 2022-23.

Mr./Ms. is hereby authorized to attend the Bid Opening of the above RFP Dated on on behalf of our organization.

The specimen signature is attested below:

(Name & Designation)
Specimen Signature of Representative

(Name & Designation)
Signature of Authorizing Authority

(Name & Designation)
Signature of Attesting Authority

UNDERTAKING FOR NON- BLACKLISTED
To be provided on letter head of the Bidder's Company

The General Manager
HO Accounts & Audit Department
Punjab & Sind Bank
New Delhi-110 008

Dear Sir,

We, M/s_____, do hereby confirm that we have not been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by any Govt. Financial Institutions/Banks/ Government/ RBI/IRDA/ Semi Government Departments/ PSUs in India and have no disciplinary proceedings pending against the applicant company or any of the directors.

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

Dated at ___day of_____2022.

Thanking You,

Yours faithfully,

Signature of Authorized Signatory
Name of Signatory:
Designation:
Seal of Company

ANNEXURE- 7

Sr. No	Name of the Property	Particulars	Revaluation Cost	Remarks
1	PaschimPuri/ PaschimVihar, New Delhi	Superstructure	8348297.00	Office
2	PaharGanj, New Delhi	Superstructure	4073900.00	Office
3	Naraina, New Delhi	Superstructure	10582740.00	Office
4	Maya Puri, New Delhi	Superstructure	2884128.00	Office
5	JanakPuri, New Delhi	Superstructure	4888723.00	Office
6	Karol Bagh, New Delhi	Superstructure	2933000.00	Office
7	Azadpur, New Delhi	Superstructure	3260180.00	Office
8	Kashmiri Gate, New Delhi	Superstructure	79700000.00	Office
9	Ranjit Nagar, New Delhi	Superstructure	33142000.00	Office
10	STC, Rohani, New Delhi	Superstructure	266565000.00	Office
11	Flat 521, Hawa Singh Block, Asaid Village, New Delhi	Superstructure	40247041.00	Residential
12	Commonwealth Games Village Complex New Delhi (4 Flats),	Superstructure	178400000.00	Residential
13	SBI Colony, PaschimVihar, New Delhi	Superstructure	2070000.00	Residential
14	East Kidwai Nagar (17 Flats)	Superstructure	334700000.00	Residential
15	East Kidwai Nagar, Commercial Space	Superstructure	2451600000.00	Office
16	Bank House Building, Rajindra Place	Superstructure	526300000.00	Office
17	Nehru Place, New Delhi	Superstructure	1720359.00	Office
18	Jangpura Extension, New Delhi	Superstructure	749437.00	Office
19	Connaught Circus / Place, New Delhi	Superstructure	1280400.00	Office
20	AnandVihar, New Delhi	Superstructure	60000000.00	Office
21	Hemkunt Colony, New Delhi	Superstructure	339639.00	Office
22	Sidharatha Enclave, New Delhi	Superstructure	10749750.00	Office
23	Safdurjung Enclave, New Delhi	Superstructure	4598704.00	Office
24	VasantVihar, New Delhi	Superstructure	1835400.00	Office
25	MadanpurKhadar/ SaritaVihar, New Delhi	Superstructure	1270341.00	Office
26	Defence Colony, New Delhi	Superstructure	857924.00	Office
27	Sector 5, Panchkula	Superstructure	11126500.00	Office
28	Saban Bazar, Ludhiana	Superstructure	66798100.00	Office
29	8 Staff Flats, Ludhiana	Superstructure	34324800.00	Residential
30	Vikhroli, Mumbai	Superstructure	156000000.00	Office
31	Malabar Hills, Mumbai	Superstructure	78000000.00	Office
32	TarangiriApts (1 Flat)	Superstructure	47800000.00	Residential
33	Staff Flats, Mumbai (77 flats)	Superstructure	702500000.00	Residential
34	Juhu, Mumbai	Superstructure	120000000.00	Office
35	Fort, Mumbai	Superstructure	219000000.00	Office
36	Rajpur Road, Dehradun	Superstructure	33383000.00	Office
37	Model Town, Jalandhar	Superstructure	5031036.00	Office
38	P.S.jain Complex, Jalandhar	Superstructure	59730000.00	Office
39	RCF Kapurthalla	Superstructure	1854895.00	Office
40	Sector-11, Chandigarh	Superstructure	11715544.00	Residential
41	Sector 26, Chandigarh	Superstructure	13265063.00	Office
42	Sector 47, Chandigarh	Superstructure	7954684.00	Office
43	Sector 17-B, Chandigarh	Superstructure	61173000.00	Office
44	Sector 35, Chandigarh	Superstructure	70800000.00	Office
45	C-49 Mohali	Superstructure	675000.00	Office
46	KhammanoMandi, Chandigarh, Punjab	Superstructure	2117700.00	Office

47	Ind Area, Phase 1, Chandigarh	Superstructure	4479000.00	Office
48	Hall Bazar, Amritsar	Superstructure	97592000.00	Office
49	Sector 44, Gurgaon	Superstructure	193000000.00	Office
50	2 Flats, Jassal House, Kolkotta	Superstructure	27550000.00	Residential
51	Chennai 1 Flat (Egmore)	Superstructure	11100000.00	Residential
52	Spencer Tower Chennai,	Superstructure	103500000.00	Office
53	10 Staff Flats, Chennai	Superstructure	82500000.00	Residential
54	Rewa	Superstructure	16400000.00	Office
55	Bhillai	Superstructure	2056600.00	Office
56	Sector - 63, Noida	Superstructure	38407608.00	Office
57	Indrapuram, Ghaziabad	Superstructure	26770500.00	Office
58	Sector - 49, Noida	Superstructure	20756227.00	Office
59	Gift City, Gandhinagar	Superstructure	32500000.00	Office
	Total		6392958220.00	

Annexure-8**Location wise claim detail reported for Furniture Fixture, Plant & Machinery and Computer items during FY 2019-20, FY 2020-21, FY 2021-22**

State	No. of claim cases reported
HARYANA	1
MAHARASHTRA	1
NEW DELHI	2
ODISHA	1
PUNJAB	9
UTTAR PRADESH	4
TOTAL	18

Annexure -9

PUNJAB & SIND BANK				
State	Furniture Fixture WDV as on 31.03.2022	Plant & Machinery WDV as on 31.03.2022	Computer Items WDV as on 31.03.2022	(Rupees in crore) Total WDV as on 31.03.2022
ANDHRA PRADESH	0.76	0.54	0.18	1.48
ARUNACHAL PRADESH	0.05	0.06	0.02	0.13
ASSAM	0.55	0.48	0.35	1.38
BIHAR	0.41	0.94	0.25	1.60
CHANDIGARH	0.63	1.16	0.36	2.15
CHHATTISGARH	0.29	0.65	0.15	1.09
DELHI*	16.42	30.75	28.00	75.17
GOA	0.01	0.01	0.01	0.03
GUJARAT	1.72	1.14	0.35	3.21
HARYANA	3.28	7.13	1.36	11.77
HIMACHAL PRADESH	0.53	0.78	0.36	1.67
JAMMU & KASHMIR	0.57	0.36	0.17	1.10
JHARKHAND	0.75	0.75	0.22	1.72
KARNATAKA	0.54	0.59	0.16	1.29
KERALA	0.30	0.21	0.06	0.57
MADHYA PRADESH	1.03	2.00	0.76	3.79
MAHARASHTRA	3.03	2.15	37.05	42.23
MANIPUR	0.17	0.12	0.06	0.35
MEGHALAYA	0.02	0.02	0.01	0.05
MIZORAM	0.01	0.05	0.02	0.08
NAGALAND	0.03	0.06	0.03	0.12
ODISHA	0.80	1.00	0.29	2.09
PUDUCHERRY	0.02	0.05	0.02	0.09
PUNJAB	15.65	18.17	8.25	42.07
RAJASTHAN	1.74	2.15	0.60	4.49
SIKKIM	0.02	0.02	0.02	0.06
TAMIL NADU	0.49	0.98	0.29	1.76
TELANGANA	0.76	0.28	0.09	1.13
TRIPURA	0.02	0.07	0.04	0.13
UTTAR PRADESH	6.75	10.82	20.99	38.56
UTTARAKHAND	0.84	1.43	0.62	2.89
WEST BENGAL	2.10	1.77	0.54	4.41
Total	60.29	86.69	101.68	248.66

*Includes Furniture Fixture WDV amounting Rs.4.67 crore and Plant & Machinery Items WDV amounting Rs.4.42 crore spread all over India.

XXXXXXXXXXXX End of RFP XXXXXXXXXXXXXXXX