



# Prathama UP Gramin Bank

(sponsored by : Punjab National Bank)  
Ram Ganga Vihar Phase –II Ind Moradabad  
e-mail: security@prathamaupbank.com  
website: prathamaupbank.com

Head Office:  
Phone: 0591-2492088

## Security

PUPGBHO/SECURITY/ RFP / 2022

Date: 20-08-2022

**Subject: Minutes of Prebid meeting regarding RFP for supply/maintenance of security gadgets**

**REF: PUPGBHO/SECURITY/ RFP / 2022 dated 22-07-2022**

As per terms of our PUPGBHO/SECURITY/ RFP / 2022 dated 22-07-2022 floated for supply and maintenance of security gadgets like burglar alarm, Fire alarm, CCTV cameras etc on CaPex and Opex model, a prebid meeting was conducted on 16-08-2022 at Prathama UP Gramin Bank's Head office at Ramganga Vihar Phase II Moradabad.

The minutes of the meeting are mentioned below for information of all prospective bidders.

SI no	RFP Page No	RFP clause name and No	RFP clause	Bidders queries/Suggestion/ Remarks	Decision of committee
1	14	Annexure –I Terms and condition	3.a Performance bank guarantee	As per Government guidelines Performance bank guarantee should be 3% of total value of work allotted	Agreed
2	16	terms and condition	9.b Payment (AMC)	As per RFP AMC payment will be made by branch/Offices. It is requested to make all the AMC payments at RO. Payment should be clear by bank within 15 days	Agreed To make all AMC payment at RO level subjected to satisfactory work accomplished by vendor regarding maintenance services.
3	17	Terms and condition	11. service reports As per RFP all service and repairs shall be carried out by the vendor as a part of CAMC. No extra cost will be paid other than CAMC.	If any system found beyond economical repair or not support the latest approved item required to be replaced. It will be replaced on approved rate. Please clarify the age of the systems installed in the branches also or what is the life fixed by the bank for the replacement.	Agreed provided the system is obsolete and not compatible with new technology .item may be replaced on approved rate.  The age of the system installed at branches may be decided based on satisfactory performance of the system.



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4	34	Annexure -VII	Litigation certificate	As per RFP it should be issued by CA.  Please consider an undertaking signed by authorized signatory on Company letter head.	Not agreed  Statutory auditor/CA should issue such certificate as he knows all financials of the company.
5	62	Annexure XIX	Draft service level agreement	No draft available as service level agreement	Agreed to prepare service level agreement for incorporating in the RFP.
6	3	Point No4	last date of bid submission is 25-08-2022	Request you to extend the date by 10 days as so many documents are required and there are many holidays in between.	Agreed  Bids may be submitted by 05-09-2022 at 1600hrs.  Date and time of technical bid & financial bid opening will be on 06-09-2022 at 1100hrs.
7	27	Point No 15	In MAF, OEM need to mention	Which names need to mention? Global HQ name or Indian entity name.	If OEM is international reputed, the certificate shall be issued through global headquarters and attested by Indian office. If OEM is Indian then mention Indian entity name
8	28	Point no 17	OEM should have been in e-surveillance business for last 3 years as on 31-03-2022.	What documents need to be submitted as OEM	Being an OEM and having e-surveillance business for last three years. They must submit experience certificate which exhibits such experience in banking/other financial institutions for 03 years up to 31-03-2022





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9	37	Annexure Xa	It is mentioned that if in case bidder is not able to perform obligations, then OEM will perform obligations either directly or through mutually agreed partner.	Request you to <b>remove, either directly word.</b> OEM cannot provide onsite service directly.	As OEM cannot provide onsite service directly then Indian authorized representative may perform obligations.
10	7	clause no 10	Bid earnest money	The TDR amount should be Rs 25000.	Not agreed. Bid earnest money will be same as mentioned in RFP.
11	25	sr no1	Tangible Net worth Rs 50 lakhs in Fy 2021-22	Net worth & total turnover Rs 50 lakh are not be equal. Networth depends on 6 to 8% of total turnover.	Not agreed. Tangible net worth will be same as mentioned in RFP.
12	25	Sr no1	Bidder should be registered under company act 1956 /2013	Company act comes under limited company only. Our is proprietary firm.	Agreed. If you are proprietary firm then you should submit requisite documents required for proprietary firm like GST registration, Registered office proof, Registering as SME etc.
13	28	Clause no 9	OEM/Third party original certificate	Allow to photo copy should be accepted	Agreed for Scan copy only.
14	25	Point no2	average turn over 50 lakh last 3 years	Average turn over 50 lakh should be considered for last 5 years.	Agreed
15	25	Point no2	Last 3 year 50 lakh per year.	Documents stipulates average overall annual turnover of minimum 50 lakh during three financial year (2019-20), (2020-21), (2021-22). During covid pandemic there was no work and as such this condition may be reduce to enable participation.	Agreed. For average annual turnover minimum 50 lakh during last 05 financial year by keeping in view the situation arises due to COVID pandemic.

All prospective bidders to take note of the above and submit their bids accordingly.

Please visit our website for any further update.

  
General Manager

**DRAFT SERVICE LEVEL AGREEMENT**

AGREEMENT FOR SUPPLY ,INSTALLATION & CAMC/AMC of security & fire equipments/Gadgets to measure the performance and service quality of vendor on CapEx/OpEx basis.

BETWEEN

Prathama UP Gramin Bank, GAD, Head Office

AND

Date of Commencement:

Date of Expiry:

This agreement made at Moradabad, India on this\_\_\_\_\_.

BETWEEN

Prathama UP Gramin Bank established under the Regional Rural banks act 1976( 21 of 1976)and having its head office at Ramganga vihar,Phase II ,Moradabad through its HOD,GAD Head office hereinafter referred toas "the Bank" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns) of one Part:

AND

\_\_\_\_\_ company incorporated under the provisions of the Companies Act, 1956/2013, and having its registered Office at \_\_\_\_\_ hereinafter referred to as "Service Provider", which expression shall mean to include its



successors in title and permitted assigns) of the Other Part:

## WHEREAS

(i) The Bank is desirous of availing services for SUPPLY ,INSTALLATION & CAMC/AMC of security & fire equipments/Gadgets; and

(ii) The Service Provider is in the business of providing services for SUPPLY ,INSTALLATION & CAMC/AMC of security & fire equipments/Gadgets services as may be required by the Bank mentioned in the Request of Proposal (RFP) No. dated \_\_\_\_\_ along with its clarifications/corrigendum issued by the Bank, referred hereinafter as a "RFP" and same shall be part of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following terms and conditions hereinafter contained: -

## 1. DEFINITIONS & INTERPRETATION

### Definition

Certain terms used in this Agreement are defined hereunder. Other terms used in this Agreement are defined where they are used and have the meanings there indicated. Unless

otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are utilized in the e-surveillance services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context, unless the context otherwise requires/mentions, the following definitions shall apply:

A. "The Bank" means Prathama UP Gramin Bank (Head Office at Moradabad), various other offices (Head Offices/Regional offices and branches of Prathama UP Gramin Bank , available at various locations and managed by the Bank.

B. "Confidential Information" shall have the meaning set forth in Clause 27.

C. "Deficiencies" shall mean non- satisfactory outcome of the Services which has resulted in deviation from the desired outcome and has thereby cause loss to a party of this Agreement.

D. "Documentation" will describe in detail and in a completely self-contained manner how the User may access and use the Electronic Surveillance System/ Solution 'Documentation' includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, test procedures, list of all documents relating to traceability of the Product as and when applicable etc.

E. "Intellectual Property Rights" shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c)

trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

F. "Project Cost" means the price payable to the Service Provider under the Agreement for the full and proper performance of its contractual obligations.

G. "Request for Proposal (RFP)" shall mean RFP NO. \_\_\_\_\_ dated \_\_\_\_\_ along with its clarifications/ corrigendum /addendum issued by the Bank time to time.

H. 'Services' shall mean and include the Services offered by Service Provider including but not limited to Comprehensive Centrally Monitored e-Surveillance of CCTV installation and CAMC/AMC of other security gadgets on CapEX/ OPEX Basis. 'Services' shall also include the Implementation Services, Training Services and Maintenance Services etc. and other incidental services and other obligation of the service provider shall be provided under this Agreement

#### Commencement, Term & Change in Terms

This Agreement shall commence from its date of execution mentioned above/ deemed to have commenced from \_\_\_\_\_ (Effective Date).

This Agreement shall be in force for a period of Three (3) years, with a provision to review it yearly on the sole discretion of the bank, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement or RFP.

The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term at the sole discretion of the Bank.

## 2. SCOPE OF WORK

The scope and nature of the work and the standard services which the Service Provider has to provide to the Bank (Services) is described in Annexure-XI. Specifications, Performance Standards, and Functional Requirements have been described in Annexure- XI.

#### Place of Services:

All branches at different locations of our 13 Regional offices, Regional offices and Head office of Prathama UP Gramin bank.

#### Maintenance/Upgrades:

Service Provider shall maintain and upgrade the Systems during the Contract Period so that the System shall, at all times during the contract Period, meet or exceed the specifications in the Project Documents and the performance requirements as set forth in this Agreement. Service Provider shall, at no cost to the Bank, promptly correct any and all errors, deficiencies and defects in the Systems.

Service Provider shall have the operational maintenance obligations (e.g. on-site installation



and services , problem resolution, Reporting) .

## **Risk Management**

Service Provider shall identify and document the risk in delivering the services. Service Provider shall identify the methodology to monitor and prevent the risk and shall also document the steps taken to manage the impact of the risks.

## **Service Request / Metric**

Service Provider shall dispense the service request / metric in accordance with terms mentioned below under this agreement:

### **SERVICE METRICS**

Service Measure or Service definitions

- i) Uninterrupted Functioning of e-Surveillance System at all the Branches/offices
- ii) Deterrence of theft, and burglary at branches using Cameras, Sensors, Video Analytics, Hooters and other required infrastructure as mentioned in Scope of and as per Specifications, Performance Standards, and Functional Requirements described in Annexure-XI.
- iii) Provide audio or video footage to Bank or other statutory authorities when requested at the appropriate time.
- (iv) Provide consolidated summary of branch visits once in a quarter to HO. This shall include details of Preventive maintenance visits, on call visits and repair work done by the technician.

## **Service Complaints**

The service complaint shall be addressed to \_\_\_\_\_ (Email IDs) (Contact no. \_\_\_\_\_). The complaint shall be acknowledged by the Service Provider within 48 Hours

## **3. FEES /COMPENSATION**

### **PAYMENT TERMS**

- a) In the event of installation, payment will be released by the Branch after verification of successful installation/activation & working of all equipment specified in the work order after successful completion of work. The service provider has to provide the IR certificate duly seal and signed by the bank official and vendor (installation report) to the Bank as a proof for successful installation/implementation.
- b) In case of AMC, payment will be made on half yearly basis by branches/offices. Fifty percent of will be paid after completion of first maintenance visit and remaining fifty percent after completion of fourth visit.



(c) All duties and taxes (excluding GST), if any, which may be levied, shall be borne by the Service Provider and Bank shall not be liable for the same. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider.

#### **Performance Guarantee and Penalties:**

The Service Provider has to furnish a performance guarantee for an amount as applicable as per terms of RFP and based on the overall sites allocated during the term of the contract from Prathama UP Gramin Bank in a format provided/ approved by the Bank.

The performance guarantee is required to protect the interest of the Bank against delay in supply/installation and or the risk of unsuccessful implementation of the project, or performance of the material or services sold, which may warrant invoking of performance guarantee. In case any act of the Service Provider results in imposition of liquidated damages then also the Bank reserves the right to invoke the performance guarantee.

Performance of the obligations under the Agreement shall be made by the Service Provider in accordance with the time schedule specified in this Agreement.

The Service Provider shall be liable to pay penalty at the rate mentioned in **Annexure-I (clause12)** in respect of any delay beyond the permitted period in providing the Services.

#### **4. LIABILITIES/OBLIGATION**

The Bank's Duties /Responsibility (if any)

- (i) Provide access to the authorized personnel of Service Provider to the branches/ offices.
- (ii) Provide Phone numbers, email IDs, addresses etc. of the Prathama UP Gramin bank Officials / Police Station / Fire Station to whom escalations, information, invoices, reports/images etc. are required to be sent.
- (iii) Respond to the information (regarding incidences) given by Service Provider and to take further course of action or remedial measures.
- (iv) Perusal of reports submitted by Service Provider.
- (v) Conduct regular performance review meeting.
- (vi) Processing and Authorizing invoices.
- (vii) Payment of bills, within 15 days from the date of receipt, after due verification and satisfaction to the Bank.
- (viii) The Bank may:
  - a) Shift Branches to new location or
  - b) Add new security system at existing location or

- c) Replace old security system with new one .

### Service Provider Duties

- (i) Service Delivery responsibilities
- (ii) To adhere to the service levels documented in this Agreement.

### Security Responsibility

- (a) To maintain the confidentiality of the Bank's resources and other intellectual property rights.
- (b) Maintenance of safety and security of the entire infrastructure installed by Service Provider in the branches/offices for e-Surveillance system will be the sole responsibility of Service Provider.
- (c) It shall be ensured that any equipment installed shall not hamper the working of the Branches/offices. Any loss to the Bank because of any damage caused to the branches and its accessories or bank assets due to mishandling and carelessness by Service Provider's personnel shall be paid to the bank within reasonable time.
- (d) It shall be ensured that during installation of the equipment in the branches, there shall not be any inconvenience to the public.
- (e) Service providers should inform and take permission from bank before deleting data (CCTV footage/ images) related to disputed cases.

### 5. GENERAL INDEMNITY

Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of any deficiency in Services rendered by Service Provider or breach of any obligations mentioned hereinabove, including without limitation, breach of confidentiality obligations or any acts of commission / omission on the part of employees, agents, representatives or Sub-Contractors of Service Provider. Service Provider agrees to make good the loss suffered by the Bank on first demand made by the Bank in this regard which shall be final conclusive and binding on the Service Provider.

Service provider further undertakes to promptly notify the Bank in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.

The Service provider shall indemnify and keep fully and effectively indemnified the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Service Provider.



The Service Provider hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of security systems within reasonable time. The Bank shall report as far as possible all material defects to the Service Provider without undue delay. The Service Provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.

#### **6. CONTINGENCY PLANS**

The Service Provider shall arrange and ensure proper Data Recovery Mechanism, Attrition Plan and other contingency plans to meet any unexpected obstruction to the service provider or any employees or sub-contractors of the service provider in rendering the Services or any part of the same under this Agreement to the Bank. The Service Provider at Banks discretion shall co-operate with the Bank in case on any contingency.

#### **7. TRANSITION REQUIREMENT**

In the event of failure of the Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may, make alternate arrangement for getting the Services contracted with another service provider. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistances to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of Services. If existing service provider is found to be in breach of this obligation, they shall be liable for paying a penalty amount equivalent to 10% of the total contract value, on demand to the Bank, which may be settled from the payment of invoices or performance guarantee for the contracted period.

#### **8. LIQUIDATED DAMAGES**

The Bidder should adhere to laws of the land and rules, regulations and guidelines issued by the various regulatory, statutory and Government authorities as required from time to time during the course of the contract.

If the selected Bidder fails to complete the due performance of the contract in accordance to the terms and conditions, the Bank reserves the right either to terminate the contract or to accept performance already made by the selected Bidder after imposing Penalty on Selected Bidder.

Both Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently. The penalty is for delay of performance and not for termination, whereas the liquidated damages are applicable only on event of termination on default.

Penalty and LD is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the selected Bidder to prove that the delay is attributable to the Bank and Force Majeure. The selected Bidder shall submit the proof authenticated by the Bidder and Bank's official that the delay is attributed to the Bank and/or Force Majeure



along with the bills requesting payment.

The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner. If any act or failure by the Bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions, to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures. If the Bidder fails to complete the due performance of the contract in document, the Bank reserves the right either to terminate the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated damages for non-performance.

In case of termination of contract the Bank reserves the right to recover an amount equal to 5% of the Contract value as Liquidated Damages for non-performance.

If the Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this Agreement, the Bank may, without prejudice to

its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project cost for delay of each week or part thereof maximum up to 5% of total Project cost. Once the maximum deduction (10% of Project Cost) is reached, the Bank may consider termination of the Agreement.

## **9. RELATIONSHIP BETWEEN THE PARTIES**

It is specifically agreed that the Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal - Agent relationship by express agreement between the Parties.

Neither the Service Provider nor its employees, agents, representatives, Subcontractors shall hold out or represent as agents of the Bank.

None of the employees, representatives or agents of Service Provider shall be entitled to claim any absorption or any other claim or benefit against the Bank.

This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.

All the obligations towards the employees of Service Provider including that on account of personal accidents/casualties occurred while working in the premises of the other /Bank shall be with the respective employer/ Service Provider and not on the /Bank in whose premises the accident/casualties occurred. In other words, Bank should not be made responsible for any incidental or accidental expenses or casualties etc. and the responsibilities lies with Service Provider only.

## **10. INTELLECTUAL PROPERTY RIGHTS**

For any technology / software / product used/supplied by Service Provider for

performing Services for the Bank as part of this Agreement, Service Provider shall have right to use as well as right to license such technology/ software / product. Any license violation on the part of Service provider shall not put the Bank at risk.

Without the Bank's prior written approval, Service provider will not use or incorporate in performing the Services link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this Agreement.

Service Provider shall, at their own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of trade mark, patent, copyright, industrial design or any other Intellectual Property Rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad. In case of violation / infringement of patent / trademark / copyright / trade secret or industrial design, (Service provider) shall, after due inspection and testing, get the solution redesigned for the Bank at no extra cost.

Service Provider shall expeditiously extinguish any such claims and shall have full rights to defend it there from.

The Bank will give notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim and will at no time admit to any liability for or express any intent to settle the claim.

Service Provider hereby grants the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India to access, replicate, modify and use service developed including its upgraded versions available during the term of this agreement by Service Provider as part of this engagement, including all inventions, designs and trademarks embodied therein perpetually.

Services provided as part of this Agreement can be put to use in all offices of Prathama UP Gramin Bank

The license to the rights owned by the Bank. Service provider will implement mutually agreed controls to protect the information. Service provider also agrees that it will protect the information appropriately. Failure to protect information may attract civil, criminal, or administrative penalties.

## **11. TERMINATION CLAUSE**

The Bank, without prejudice to any other remedy for breach of contract, shall have the right to terminate the contract in whole or part by giving a written notice of 30 days including 15 days curing period, if Service Provider, at any time, fails to deliver any or all of the deliverables within the period(s) specified in this Agreement, or within any extension thereof granted by the Bank pursuant to conditions of Agreement or if Service Provider fails to perform any other obligation(s) under the Agreement provided a cure period of not less than 15 days is given to Service Provider to rectify the defects.



The Bank shall have the right to terminate/cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of 30 days, for any valid reason, including but not limited to the following:

- a) Excessive delay in execution of order placed by the Bank
- b) Discrepancies / deviations in the agreed processes and/or products
- c) Failure of successful bidder (Vendor) to complete implementation of solution within the time as specified in the RFP document
- d) Violation of terms & conditions stipulated in this RFP.
- e) Exceeding any of the threshold limits of Delay as per Annexure I ( clause I2)
- f) Penalty as mentioned in Annexure I (clause I2) its max. limit.
- g) If the contract is terminated under any termination clause, the vendor shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.
- h) During the transition, the Vendor shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.
- i) The Bank's right to terminate the Contract will be in addition to the penalties/ liquidated damages and other actions as deemed fit.
- j) In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of **an amount equivalent to 10% of the contract values** on demand to the Bank, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee.

Notwithstanding anything contained hereinabove, the Bank reserves the right to terminate the contact at any time without assigning any reasons.

In case of termination of contract for the reasons that the services of successful bidder are not found satisfactory", the Bank shall be free to Blacklist the successful bidder thereby debarring them from participating in future Bids/Tender processes.

The Bank, by written notice of not less than 90 (Ninety) days, may terminate the Contract, in whole or in part, for its convenience. The said notice of termination shall specify that the termination notice is on account of the Bank's own convenience, the extent to which performance of the vendor under the contract is terminated and the date upon which such termination becomes effective.

In the event the Bank terminates the Agreement in whole or in part for the breaches attributable to the Service Provider, the bank may procure, upon such terms and in such manner, as it deems appropriate, Services similar to those undelivered and Service Provider



shall be liable to the Bank for any increase in costs for such similar Services. However, Service Provider, in case of part termination, shall continue the performance of the Agreement to the extent not terminated.

In the event of termination of the Agreement, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination, subject to other terms of the contract.

The Bank may, at any time, terminate the Contract without notice to the Service provider, if the Service provider becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the Service provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

In the event of the termination of the Agreement, Service Provider shall be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertains to or relating to the Bank in its possession as per the process and method specified by Bank.

Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of indemnity; obligation of payment Confidentiality obligation; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the Applicable Law.

If the contract is terminated under any termination clause mentioned in this RFP / Agreement, the Service provider shall hand over all documents / source code / executables/ Bank's data / resources or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP / Agreement and shall also support the orderly transition to another Service provider or to the Bank.

The Service provider shall also support the Bank on technical queries / support on process implementation. The Bank's right to terminate a contract will be in addition to the penalties mentioned.

If the contract is terminated by the Bank for the reason of inefficiency of the service provider, the Bank may, at its discretion, award the unfulfilled portion of the contract or a portion thereof, to the service provider who had emerged L2, L3, L4 and so on on the same terms and conditions as was applicable to the terminated contract.

## **12. DISPUTE REDRESSAL MECHANISM & GOVERNING LAW**

All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement (including dispute concerning interpretation) or in discharge of any obligation arising out of the Agreement (whether during the progress of work or after completion of such work and whether before or after the termination of this Agreement, abandonment or breach of this Agreement), shall be settled amicably.

If the parties are not able to solve them amicably, either party (the Bank or Service

Provider) shall give written notice to other party clearly setting out there in, specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties.

In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws.

Service Provider shall continue work under the Agreement during the arbitration proceedings, unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

Arbitration proceeding shall be held at Moradabad (UP) India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

This Agreement shall be governed by laws in force in India. Subject to the arbitration clause above, all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at Moradabad only.

In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual

Agreement in good faith, in case of disagreement obligations mentioned in this clause shall be observed.

### **13. POWERS TO VARY OR OMIT WORK**

No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by Service provider except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the Agreement, by notice in writing to instruct Service provider to make any variation without prejudice to the Agreement. Service provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of Service provider, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct Service provider to make such other modified variation without prejudice to the Agreement. Service provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If Bank confirms their instructions Service provider's obligations will be modified to such an extent as may be mutually agreed. If such variation is substantial and involves considerable extra cost, any agreed difference in cost occasioned by such variation shall be mutually agreed between the parties. In any case in which Service provider has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in



the opinion of Service provider, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of reduction in payment to be made to Service Provider, before Service provider proceeding with the change.

#### **14. NO WAIVER OF BANK RIGHTS OR SERVICE PROVIDER'S LIABILITY**

Neither any payment sign-off/payment by the Bank for acceptance of the whole or any part of the work, nor any extension of time/possession taken by the Bank shall affect or prejudice the rights of the Bank against Service provider, or relieve Service Provider of their obligations for the due performance of the Agreement, or be interpreted as approval of the work done, or create liability on the Bank to pay for alterations/ amendments/ variations, or discharge the liability of Service Provider for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which they are bound to indemnify Bank nor shall any such certificate nor the acceptance by them of any such paid on account or otherwise, affect or prejudice the rights of the Service provider, against the Bank.

#### **15. LIMITATION OF LIABILITY**

Successful bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for

(i) IP Infringement indemnity

(ii) Bodily injury (including Death) and damage to real property and tangible property caused by successful bidder/s' gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the successful bidder that gave rise to claim, under this tender. Successful bidder shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

(iii) When a dispute is settled by the Court of Law in India.

#### **16. FORCE MAJEURE**

Any failure or delay by either party in performance of its obligation, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or act of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of government authorities or other events beyond the reasonable control of nonperforming Party shall not be deemed as default.

If Force Majeure situation arises, the non-performing party shall promptly notify to the other party in writing of such conditions and the cause(s) thereof. Unless otherwise agreed in writing, the non-performing party shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the Force Majeure situation continues beyond 30 days, Bank shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of this Contract as a result of an event



of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

## 17. GENERAL TERMS & CONDITIONS

**TRAINING:** Service Provider shall train designated Bank officials on the configuration, operation/ functionalities, maintenance, support & troubleshooting processes of the proposed e- Surveillance solution along with other services as mentioned in this Agreement.

**PUBLICITY:** Service Provider may make a reference of the services rendered to the Bank covered under this Agreement on Service provider's Web Site or in their sales presentations, promotional materials, business plans or news releases etc., only after prior written approval from the Bank.

**SUCCESSORS AND ASSIGNS:** This Agreement shall bind and inure to the benefit of the parties, and their respective successors and permitted assigns.

**SEVERABILITY:** The invalidity or unenforceability of any provision of this Agreement shall not in any way effect, impair or render unenforceable this Agreement or any other provision contained herein, which shall remain in full force and effect.

**MODIFICATION:** This Agreement may not be modified or amended except in writing signed by duly authorized representatives of each party with express mention thereto of this Agreement.

**ENTIRE AGREEMENT:** This Agreement, including all Work orders, Exhibits, Annexures, RFP and other documents or communications incorporated herein, represents the entire agreement for the Services of Electronic Surveillance System/ Solution, between the parties and supplements all prior negotiations, understandings and agreements, written or oral, relating to the subject matter herein.

**PRIVITY:** Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.

**EFFECTIVE DATE:** This Agreement shall be effective from the date mentioned at the beginning of this Agreement.

**DUE AUTHORIZATION:** Each of the undersigned hereby represents to the other that she/ he is authorized to enter into this Agreement and bind the respective parties to this Agreement.

**COUNTERPART:** This Agreement is executed in duplicate and each copy is treated as original for all legal purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and day first mentioned above.

Prathama UP Gramin Bank

Service Provider

By:

By:

Name:

Name:

Designation:

Designation:

Date:

Date:

WITNESS:

1.

1.

2.

2.

**FINANCIAL BID: CCTV SURVEILLANCE SYSTEM ON RENT AS PER FOLLOWING PACKAGES**

Sl No	ITEMS ( CONFIRMING TO THE SPECIFICATIONS/BRANDS MENTIONED IN APPENDIX TO THE RFP	No of items required to be installed		
		Package A	Package B	Package C
1	SURVEILLANCE HDD	02x4TB	02x2TB	01x2TB
2	MONITOR LED 18"/21"	01	01	01 ( 4 CHL DVR)
3	HD DVR/XVR( PENTABRID)-08 CHANNEL ( 2 SATA)	01	01	01
4	HD FIXED DOME IR COLOUR CAMERA ( UL/EN/EU/CE CERTIFIED)	05	04	03
5	HD INFRARED BULLET CAMERA ( UL/EN/EU/CE CERTIFIED)	02	02	01
6	PIN HOLE IP CAMERA ( UL/EN/EU/CE CERTIFIED) 1.3 MP OR BETTER	01	0	0
7	SMPS POWER SUPPLY FOR CAMERAS / DVR	02	02	02
8	MIKE	04	04	02
9	ACCESSORIES/WIRE/CONDUIT ETC AS REQUIRED DURING INSTALLATION	AS REQUIRED	AS REQUIRED	AS REQUIRED
	PRICE QUOTE FOR INSTALLATION ON RENT ( ANNUAL )INCLUDING LABOUR/FREIGHT CHARGESETC. ( EXCLUDING GST)	₹	₹	₹
		₹	₹	₹

**FINANCIAL BID: AMC/ COMPREHENSIVE AMC OF CCTV SYSTEMS INSTALLED /TO BE INSTALLED**

SL NO	ITEMS	NO OF ITEMS		
		Package A	Package B	Package C
1	Monitor LED 18"/21"	01	01	01
2	ANALOGUE/TRIBID/HD DVR 08 CHANNEL 2 SATA	01	01	01 ( 4 CHL DVR)
3	FIXED DOME IR COLOUR CAMERA ( Analogue/1.3/2MP HD)	05	04	03
4	HD INFRARED BULLET CAMERA ( Analogue/1.3/2MP HD)	02	02	01
5	PIN HOLE IP CAMERA( Analogue 1.3 MP HD)	01	0	0
6	SMPS Power Supply for CAMERAS /DVR	02	02	02
7	Mike	4	4	4
	Price quote for AMC ( Annual)			
	Price Quote for Comprehensive AMC( Annual)			

Signature and Seal of the Bidder

Date:

Address