

PUNJAB STATE AGRICULTURAL MARKETING BOARD

Punjab Mandi Bhawan, SAS Nagar, Punjab

NOTICE INVITING TENDER

Name of work : Open Tender for Installation & Operation of Automatic Teller Machines (ATM) at Punjab Mandi Bhawan, SAS Nagar and Kisan Bhawan Punjab Mandi Board

1. Open Tenders, in Single packet tendering system, from Banks.
 - (i) **Purpose: Installation & Operation of ATM**
 - (ii) **ATM Location(s): (a)** Punjab Mandi Board, Punjab Mandi Bhawan, Sector 65 A, Sahibzada Ajit Singh Nagar, Punjab 160062 **and (b)** Kisan Bhawan, Sector 35, Chandigarh, 160036.
 - (iii) **Date of issue of Tender: 06.01.2022**
 - (iv) **Pre-bid meeting: 10 am on 14.01.2022**
 - (v) **Last date of submission of Tender: 4pm on 28.01.2022**
 - (vi) **Opening of Tender: 11 am on 31.01.2022**
 - (vii) **Eligibility:** Public Sector Bank/Scheduled Commercial Indian Banks authorized to operate a ATM by the RBI
 - (viii) **Term of Contract:** 10 years

2. The Tender document can be viewed and downloaded by the eligible banks from <https://emandikaran-pb.in> or <https://mandiboard.nic.in>

3. Depending on the space available, the Tentative Area is,

SN	Location	Tentative Area
1	Punjab Mandi Bhawan	TBA
2	Kisan Bhawan, Sector 35, Chandigarh 160036	TBA

4. If tenderer is interested in more than one location, separate tenders need to be submitted. Combined offers for separate locations in one tender form will not be accepted.
5. The Tenderer is advised to study the Tender Document carefully. The Tenderer(s) shall also acquaint themselves with the local conditions, nature of work & terms and conditions therein & all other matters pertaining there to.
6. The Tenderer must obtain for himself, on his own responsibility and at his own expense, all information, which may be necessary for the purpose of making the Tender offer and entering into Contract.
7. Tenderers are advised to check any correction or any modifications published subsequently on the web site and the same shall be taken into account while submitting the tender. Tenderer shall download corrigendum (if any).
8. The tenderer(s) shall strictly adhere to the form of tender.
9. Tender submitted shall be opened through in presence of bidders or their authorized representatives.
10. All policies/terms and conditions/instructions/rules regulations received from Government of Punjab and Chandigarh Administration (as applicable) from time to time are applicable in this tender and Banks are bound to accept all terms and conditions.
11. Selection will be based on the Highest quoted license fees (without GST) per annum and subject to fulfil the Eligibility Criteria by the bidder/tenderer.
12. Punjab Mandi Board reserve rights to Reject/Accept such tender/offer without any reference to the tenderer/ tenderers.
13. Punjab Mandi Board will not be responsible for any delay/difficulties/ inaccessibility of the down loading facility from Internet for any reason whatsoever.
14. In case of any discrepancy between the tender documents downloaded from Internet and the approved master copy available in the office, the latter shall prevail and will be binding on the tenderers. No claim on this account will be entertained.
15. The term of the contract is 10 years, with provision for extension on the period based on mutual agreement.
16. The License Fee for the first year shall be as quoted in the Tender (Annex I). For subsequent years the License Fee will have a 10% escalation over the previous year's license fee from the anniversary of the Agreement. The Licence Fee for the year shall be payable in advance.
17. A uniform penal rate of interest i.e. 18% per annum may be levied in case of delayed payment of license fee &/or not vacating the space after expiry of ATM tenure.
18. In addition to License fee, the applicable GST/Taxes, if any, shall be paid by Bank directly to GST department from time to time as per terms and condition fixed by GST department. After deposit of GST payment by Bank, the proof of Challans etc. submitted to this office every year without fail.
19. Punjab Mandi Board's responsibility pertains to providing the required land/built up space only. The, ATM machine, its cabin structure, air conditioning, electric cabling, communication cabling, communication and internet devices including antenna etc i.e. all physical infrastructure shall be provided/constructed by the Bank at its own cost and responsibility.
20. The responsibility of security, maintenance, cleanliness of the ATM premises shall rest with the concerned Bank.

21. The electricity for ATM, shall be provided by the Punjab Mandi Board, charging its actual cost from Bank.
22. As per RBI letter dated 27.11.2018 tender is invited without any reserve price.
23. The successful Bidder shall submit a Security Deposit equivalent to six (6) months license fee calculated for the final year of the contract in form of an Irrevocable Performance Bank Guarantee (for a period of 11 years) issued from any Public Sector/Scheduled Commercial Bank other than from the Bidder Bank. The format of Irrevocable Performance Bank Guarantee shall be provided by Punjab Mandi Board within fifteen (15) days from the issuance of acceptance letter. The Irrevocable Performance Bank Guarantee should be submitted before the execution of the Contract.
24. The tenderer shall keep the offer open for a minimum period of 90 days from the date of opening of tender. Within that period, the tenderer cannot withdraw his offer subject to the period being extended further if required by mutual agreement from time to time.
25. All conditional offers shall be summarily rejected.
26. The successful bidder will be intimated through a 'offer letter' and the bidder must submit the "Letter of acceptance" within 15 days of issue of 'offer letter'.
27. The successful tenderer will have to execute the agreement (Annex II-format) and the cost of execution of agreement shall be borne by the licensee. Until formal Agreement is executed the Terms and Conditions of the Tender Documents shall be binding and applicable. The agreement must be signed within 30 days of letter of acceptance. In case the bidder does not sign the agreement within 30 days Punjab Mandi Board reserve the right to cancel the offer and proceed ahead in manner deemed fit.
28. The tender form (Annex I) must be filled in English. Photocopies of certificates etc. submitted by tenderer should be attested by tenderer as true copies. No scribbling is permissible in the tender documents. Tender containing erasures and alterations in the tender documents are liable to be rejected. No advice of any change in rate or conditions after the opening of the tender will be entertained.
29. The contract will be governed by the Terms and conditions of this tender document.
30. The bidder shall maintain the integrity of downloaded tender documents and shall not make any change/addition/deletion/tampering what so ever in the uploaded documents. The bidders offer shall be rejected in case it is detected after submission of offer that may have made modification in the uploaded documents. In case such modification is noticed even after the contract Punjab Mandi Board may terminate the contract.
31. Any submission of tender by the tenderer bank shall be deemed to have done after a careful checking and understanding of locations.
32. The tender by the tenderer bank shall be submitted with a non-refundable fee of Rs 1,000 by Chq/DD.

(Annex I)

ON LETTER HEAD OF BANK

To,

Secretary,
Punjab Mandi Board,
Punjab Mandi Bhawan,
Sector 65 A, Sahibzada Ajit Singh Nagar,
Punjab 160062

Dated:

Sub: ATM at Punjab Mandi Board, Punjab Mandi Bhawan, Sector 65 A, Sahibzada Ajit Singh Nagar, Punjab 160062 / Kisan Bhawan, Sector 35, Chandigarh **[delete one as appropriate]**

In terms of the issued Tender by Punjab Mandi Board on 06.01.2022 for the Installation & operation of Automatic Teller Machines (ATM) **at** Punjab Mandi Board, Punjab Mandi Bhawan, Sector 65 A, Sahibzada Ajit Singh Nagar, Punjab 160062 / Kisan Bhawan, Sector 35, Chandigarh **[delete one as appropriate]**, the Bank hereby submitted its offer:

1. The undersigned is competent to submit this tender on behalf of the Bank.
2. The Bank is eligible to submit this proposal and agrees to the terms and conditions of the Tender.
3. Copy RBI licence of the Bank to operate the ATM is enclosed with the letter.
4. The Licence Fee offered by the Bank is Rs _____pa (in words).
5. The non-refundable tender fee of Rs 1,000 is enclosed vide chq/draft

**SIGNED
STAMPED BY THE BANK**

Agreement for installation of Automatic Teller Machine

This Agreement is made aton..... day of, between The Punjab State Agricultural Marketing Board with its office at Punjab Mandi Bhawan, Sector 65 A, Sahibzada Ajit Singh Nagar, Punjab 160062, hereinafter referred to as the **Punjab Mandi Board** (which expression shall include the successors and assignors) on the one part and M/s..... with its office athereinafter referred to as to the **Bank** (which expression shall include its successors and assignors) on the other part.

NOW, THEREFORE, IN CONSIDERATION OF THE LICENCE FEE AND MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of the Bank agreeing to pay Punjab Mandi Board the Licence Fee, Punjab Mandi Board permits the Bank to install and operate Automatic Teller Machine (ATM) at Punjab Mandi Board, Punjab Mandi Bhawan, Sector 65 A, Sahibzada Ajit Singh Nagar, Punjab 160062 / Kisan Bhawan, Sector 35, Chandigarh **[delete one as appropriate]** for the Term of 10 years from the date of Agreement, subject to the rules and regulations in force of RBI or Ministry of Finance and other extant rules/guidelines, laws and amendments issued from time to time.
2. That the annual Licence Fee of Rs..... (here enter the license fee for first year) will be paid in advance before the commencement of the Term i.e. date of the contract. For subsequent years the License Fee will have a 10% escalation (calculated from the anniversary of the Agreement) over the previous year's License Fee. The payment of the License Fee will be made by the Bank to Punjab Mandi Board on yearly basis in advance.
3. In addition to License Fee, the Bank will have to pay GST as applicable from time to time to GST department directly. Punjab Mandi Board is not responsible for payment of GST. After Deposit of GST payment by Bank, the proof of Challans/receipts etc. submitted to this office.
4. A uniform penal rate of interest i.e. 18% per annum may be levied in case of delayed payment of License Fee or any other dues under this Agreement.
5. The Bank has submitted as Security Deposit an Irrevocable Bank Guarantee equivalent for an amount equal to six (6) months License Fee calculated for the final year of the contract. The Bank Guarantee is valid for a period of at least eleven years from the date of the Agreement.
6. Regular functioning of the ATM should be ensured by the Bank.
7. The Bank shall comply with the provisions of labour laws and rules made thereunder and will also comply with all the provisions of extant applicable rules and regulations
8. The Bank shall pay all taxes/rates/cess and assessments whatever payable or hereafter becomes payable to the Govt. or local body in respect of the said ATM facility and shall abide by the rule/law of land in force relating to ATM business.
9. The Bank shall not use the said facility for any purpose other than the ATM business and will keep it neat, clean and tidy and shall not occupy any space beyond what is allotted.
10. That the license unless cancelled in terms of the provision of this Agreement shall remain in force for a period of 10 years commencing form date of the Agreement or 90 days from the date of receipt of Letter of Acceptance (LOA) for installation of ATM, whichever is earlier.
11. In case the Bank fails to install ATM within the specified period, for reasons entirely attributable to the Bank, it would still be liable to pay the License Fees for the entire period of the contract. However, Punjab Mandi Board would be free to allot the site to other bank for installation of the ATM as it deems fit.
12. The Bank may terminate the license at any time after expiry of the period of 5 years of the Agreement by giving Punjab Mandi Board three months prior notice in writing of his intention to terminate the license.
13. The Bank shall not raise claims for expenses incurred for any structural setup made for setting up of ATM for its maintenance at any point of time.
14. Before expiry of the license, Bank may apply for the renewal within the period of 90 days before the date of expiry of the license. License can be renewed for further period based on mutual agreement subject to the satisfaction of Punjab Mandi Board.
15. That the Bank shall not assign, transfer, mortgage, sublet the privilege conferred under this Agreement.
16. That no building or structure of any kind whatsoever shall be erected by the Bank or the drawing of overhead or underground cable or pipelines, drainage system etc. shall be allowed without the permission in writing of Punjab Mandi Board. Any building or structure erected by the Bank for installation of ATM shall be treated as temporary structure.
17. That the Bank shall allow Punjab Mandi Board free access at all time, to the said land/ATM and shall whenever so requested by the Punjab Mandi Board forthwith pull down or replace any structure which Punjab Mandi Board shall consider to be not constructed as agreed.
18. That nothing herein contained shall be constructed to create tenancy in favour of the Bank of the said premises.

19. That Punjab Mandi Board shall not be liable for any loss or damage howsoever caused (including loss/damage of cash) to the property belonging to the Bank stacked on the land hereby licensed. It will be obligation on the part of the Bank to keep adequate firefighting arrangements, such as, fire buckets filled with water or fire sand in the site at his own expense.
20. The Bank shall further pay to Punjab Mandi Board the electric installation charges, rent for the meter charges for electricity consumed, as per the meter installed for the purpose, which must be paid on first week of the month following to which those relates.
21. Subject, as otherwise provided in the license, all notices to be given on behalf of Punjab Mandi Board and the action to be taken in his behalf may be given or taken on his behalf by GM Estate Punjab Mandi Board.
22. That the license shall be governed by the rules, regulation and instruction which are in force or which may hereafter come into force governing the use of the said land.
23. The Punjab Mandi Board reserve the right to cancel this license without assigning any reason at any time on giving 90 days notice in writing to the Bank and the Bank shall vacate the land, on expiry of the period of notice and remove all materials and structures, if any belonging to the Bank. In case the Bank fails to restore the land to its original state as required by the Punjab Mandi Board, the Punjab Mandi Board may do so at the risk and cost of Bank and the expenses so incurred shall be recoverable from the Security Deposit and/or any other money that is due to the Bank by Punjab Mandi Board.
24. If on the expiry of the license, the Bank continues to use/operate the land ATM/fails to handover the site to Punjab Mandi Board, they shall be liable to pay the license fees on prorata basis from the date of termination/completion of contract to the date of physical removal of the structure and the Bank shall be entitled to remove its belongings only when they have paid all the charges due to Punjab Mandi Board.
25. After expiry of the licensed period, the Bank should immediately vacate the plot allotted and hand over the possession to the person authorized by Punjab Mandi Board on its behalf or apply for renewal of the license within 90 days from the date of expiry of the license. In the event of failure on the part of Bank either to vacate the premises on the expiry of license period or failure to apply for renewal of the license, within 90 days of the expiry of the license, Punjab Mandi Board shall be entitled to recover without prejudice to other rights of Punjab Mandi Board under this agreement or the law for the time being in force, the license fee at the rate double the normal license fee already agreed to if the license for such period the plot remains in the possession of the Bank.
26. Any notice to be served on the Bank shall be deemed to be sufficiently served if delivered at or sent by the registered post addressed to the Bank at the last known place. Any notice to be served by the Bank on Punjab Mandi Board shall be deemed to be sufficiently served if delivered at the office or sent by the registered post addressed to the General Manager (Estate) Punjab Mandi Board.
27. Punjab Mandi Board reserves the right for deduction, if not paid by the Bank, from Security deposit on the following grounds:-
 - (a) Any amount imposed by Punjab Mandi Board as fine under the penalty clause.
 - (b) Any amount which Punjab Mandi Board becomes liable to the Government/Third party on the behalf of any default of the Bank or any servant/agent.
 - (c) Any payment/fine made under the order/judgment of any court/non-forum or law enforcing agency or any person working on his behalf.
 - (d) Any amount become due to Punjab Mandi Board on any account.
28. The Bank shall replenish the Bank Guarantee to the extent the said amount is deducted within 15 days period failing which it will be considered and treated as breach of the agreement.
29. Bank will be liable for damages up to Rs.5000/- (Five Thousand) per default on the following:- a. Late payment of Punjab Mandi Board dues up to 10 (Ten) days. b. Not following the instructions of Punjab Mandi Board c. Dishonouring of Cheques /Drafts. d. Any staff of the Bank found in drunken condition/indulging in bad conduct. e. Any staff of the Bank found creating nuisance on duty.
30. Punjab Mandi Board shall not be responsible to provide security. However, Bank is permitted to have security personnel carrying proper ID and authorization at the Bank expense and cost.
31. Punjab Mandi Board reserves the right to recover suitable damages for irregularities/defaults committed by Bank on his/their employees.
32. The first year annual license fee shall be payable to Punjab Mandi Board along with the signing of this Agreement. Thereafter applicable license fees for subsequent years will be payable to Punjab Mandi Board within one month of its becoming due. Otherwise uniform penal rate of interest i.e. 18% per annum may be levied in case of delayed payment of license fee for installation of ATM.
33. FORCE MAJEURE CLAUSE: If at any time, during contractual period, the performance in whole or in part by either party of the obligation under the agreement is prevented or delayed by reason of any war, or hostility, acts of the public enemy, or legislature or other authority, civil commission, sabotage etc., accidents, fires, floods, explosions, quarantine restrictions, strikes, lockouts or acts of God or such eventualities which are beyond the control of the party, herein after referred as events and provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of commence thereof neither party shall by reason of such events, be entitled to terminate the contract, nor shall either party have any claim for damages against the other in respect of such

non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such events as they come to an end or ceased to exist Or the Bank shall, within a week from the commencement thereof, notify the same in writing to the Punjab Mandi Board with reasonable evidence thereof. In such event of force majeure, if mutually agreed by both parties, the tenure of this Agreement may be further extended for the period during which license was not operational.”

34. **Amicable Resolution**

- (i) Any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement between the Parties and so notified in writing by either Party to the other Party (“**Dispute**”) in the first instance, shall be attempted to be resolved amicably in accordance with the conciliation procedure set forth in sub-clause (ii) below.
- (ii) A joint committee comprising an equal number of representatives of the Bank and Punjab Mandi Board, shall be constituted for the administration of the Agreement (“**Joint Committee for Resolution**”). Any disputes arising out of the implementation of the Agreement shall be looked into by this Joint Committee for Resolution.
- (iii) If the Dispute is not resolved as evidenced by the signing of the written terms of settlement between the Parties within 30 (thirty) working days of the aforesaid notice in writing or such longer period as may be mutually agreed by the Parties then the Dispute shall be resolved in accordance with the provisions of Sub-clause (iv).
- (iv) **Arbitration**
 - (a) Save as where expressly excluded under this Agreement, any Dispute, which is not resolved amicably shall be referred to an Arbitrator. Such arbitration shall be held in accordance with the Indian Arbitration and Conciliation Act, 1996 and any amendments thereto.
 - (b) Both Parties shall nominate one arbitrator each and the two nominated arbitrators shall appoint the third presiding arbitrator.
 - (c) The arbitral tribunal shall issue a reasoned Award.
 - (d) The venue of such arbitration shall be SAS Nagar, Punjab, India and the language of the arbitration shall be English.
 - (e) The Bank and Punjab Mandi Board undertake to carry out any decision or award of the arbitral tribunal (the “**Award**”) without delay. The Award(s) relating to any Dispute shall be final and binding on the Parties from the date on which such Award(s) is made, and may include a direction as to legal costs.
 - (f) The Bank and Punjab Mandi Board agree that an Award made pursuant to this Agreement may be enforced against the Bank and Punjab Mandi Board, as the case may be and their respective assets wherever situated.
 - (g) This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding instituted hereunder.

35. Any litigation arising out of the contract shall be only within the jurisdiction of the Competent Court in SAS Nagar District area.

36. Amendment/modifications in the Policy on allotment of ATMs by Punjab Mandi Board from time to time will automatically be applicable.

37. The Bank will bear all the expenditure for building the structure for housing, installing, operating and maintaining the ATM facility.

Signed for and on behalf of Bank

..... for and on behalf of the Bank

Signed for and on behalf of Punjab Mandi Board

.....for and on behalf of Punjab Mandi Board

