

PUNJAB NATIONAL BANK



**(E-TENDER)
TENDER DOCUMENT
FOR
SELECTION OF VENDORS
FOR PRINTING OF PERSONALISED CHEQUE
BOOK (PCB) IN
DIFFERENT DENOMINATIONS**

Dated: 15.01.2025

**Punjab National Bank
Centralised Procurement & Partnership Division
Fourth floor, 5, Sansad Marg, New Delhi 110001**

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TIME SHEDULE & OTHER DETAILS OF THE TENDER

1	Date of commencement of Bidding Process	As per GeM bid document .
2	Last date and time for down-loading of Bidding Documents	As per GeM bid document
3	Last date and time for receipt of queries from Bidders for Clarifications	Upto 22.01.2025 at 3.00 PM
4	Date of Pre-Bid Meeting	As per GeM bid document
5	Last date and time for Online bid submission (both Technical & Commercial)	As per GeM bid document
6	Date and Time of Technical Bid Opening	As per GeM bid document
7	Address for communication	The Assistant General Manager, Punjab National Bank, Centralised Procurement & Partnership Division Fourth floor, 5, Sansad Marg, New Delhi 110001
8	Earnest Money Deposit (EMD) Note: MSE bidder is exempted from payment of EMD if bidder furnish requisite proof subject to the satisfaction of Bank. Start-up bidder recognized by Department of Industrial Policy and Promotion (DIPP) is also exempted from payment of EMD.	EMD of Rs. 41.60 Lakhs (Rupees Forty-One Lakhs sixty thousand) only should be submitted online or in form of Insurance Surety Bonds / Demand Draft / Fixed Deposit Receipt / Bankers' Cheque or Bank Guarantee (including e-Bank Guarantee) from any Scheduled Commercial Bank other than Punjab National Bank, in favour of "Punjab National Bank CPPD Division New Delhi" before last date of bid submission in the following account: Account Name: PUNJAB NATIONAL BANK Account No: 9762002200000460 IFSC: PUNB0001330 Branch: CPPD HO, NEW DELHI (Proof of the transaction to be submitted along with the bid documents).
9	Contact to bidders	All clarifications should be uploaded in GeM portal. Bidders shall promptly check GeM portal for any clarifications/corrigendum etc. uploaded by the bank. All communications regarding points requiring clarifications and any doubts shall be given in writing to The Assistant General Manager, Punjab National Bank, Centralised Procurement & Partnership Division, HO (5, sansad marg, Patel Chowk New Delhi-110001 in email to cppd.processing@pnb.co.in by the intending Bidders as per the bid schedule.

DISCLAIMER

The information contained in this Request for Proposal Document (Tender Document) or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of the Punjab National Bank or any of their representatives, employees or advisors (collectively referred to as — Bank Representatives), is provided to Bidder(s) on the terms and conditions set out in this Tender Document and any other terms and conditions subject to which such information is provided. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.

This Tender Document is not an agreement and is not an offer or invitation by the Bank Representatives to any party other than the entities who are qualified to submit their Proposal (Bidders). The purpose of this Tender Document is to provide the Bidder with information to assist the formulation of their Proposal. This Tender Document does not purport to contain all the information each Bidder may require. This Tender Document may not be appropriate for all persons, and it is not possible for the Bank Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender Document.

The Bank, its employees and advisors make no representation 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 Tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process. The 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 Tender.

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding Document. Failure to furnish all information required by the bidding Document or to submit a Bid not substantially responsive to the bidding Document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

The Bank Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document.

INSTRUCTION TO BIDDERS

1. INTRODUCTION

Punjab National Bank is one of the largest public sector banks with more than 10,000 Branches/offices geographically located all across India. The Bank is fully computerized and networked in order to achieve the effective and efficient customer services and Back office operations.

1.2 Bank invites technically and commercially competitive bids from IBA approved security printers for providing the facility for printing of personalised cheque leaves in the form of cheque books of different denominations. The scope of work as given in the tender documents can be further modified in future by the Bank. B

1.3 Technical and commercial bids are invited through GeM portal from Bidders who meet eligibility criteria prescribed in tender documents, having sufficient space for godown duly built as per Bank's requirements along with infrastructure like, access door, CCTV, space for safe keeping of printed materials, etc as mentioned in the tender document.

1.4 The successful Bidder has to ensure the safe keeping of MICR paper and secrecy of data provided by the bank along with its proper maintenance.

1.5 Joint bid will not be accepted by Bank.

2. ELIGIBILITY CRITERIA:

The invitation of bids is open to firms/entities fulfilling the minimum eligibility criteria as mentioned below :

Sl. No	Eligibility Criteria	Documents to be submitted with the Bid
1	The bidder should be an IBA approved security printer and should be valid as on last day of the month of opening of tender.	IBA certificate
2	Bidder should be a registered firm/company	Certificate of incorporation or any other certificate of registration issued by Competent Authority from Government.
3	The Bidder should have minimum average annual turnover of Rupees 6 crores during preceding three financial years i.e. 2021-22, 2022-23 and 2023-24	Certified copy of audited Balance Sheets/or Provisional Balance Sheet along with certificate from the Chartered Accountant. The Bidder should submit following certificates issued by their chartered accountant:

	This must be individual firm/ company turnover and not of any group of firms/ companies and the said turnover should relate to the printing of MICR instruments only and should have positive net worth.	(a) Stating the tangible net worth figures for last 3 financial years i.e. 2021-22, 2022-23 and 2023-24 (b) Stating the amount of turnover related to printing of MICR cheque for scheduled commercial banks.
4	Bidder should have experience of having printed Minimum 15.00 crores of Personalised Cheque leaves of scheduled commercial bank in at-least one year during last 5 years as on 30.09.2024. (Specimen of PCB to be attached on GeM portal)	Certificate from the institution's concerned division relating to satisfactory performance, quantum of work done in specified year and specimen of PCB as mentioned above. Such certificates should have the complete contact details (Name, Contact No. and e-mail ID) of the issuing authority.
5	Bidder should not be debarred by any Govt./ PSU/Scheduled commercial bank. Bidder should not be in caution list of RBI	Bidders, should submit an undertaking on their letterhead as per Annexure- 14
6	The bidder should have experience in printing of Personalized cheque leaves of scheduled commercial banks for minimum 3 years as on 31.03.2024.	Copy of job/work orders, completion certificate/performance certificate from the concerned division of the institution.
7	The printer premise should be permanent structure with proper security arrangements	Self-certification
8	The bidder should have 24 hrs. CCTV Surveillance with Minimum 3 months recording	
9	The bidder should have a fire and safety system with fire exits, alarms, sprinklers and smoke detector system.	
10	Machine requirements :- The bidder should have the below machines to execute the printing of PCBs	
(a)	4 color SHEET FED OFFSET MACHINE minimum size 20"*28"- minimum 1 number	To be mentioned in list of machinery as per annexure-2
(b)	Variable Data printer with speed minimum 150 PPM A4 size - minimum 6 numbers OR A3 size- Minimum 3 numbers	

11	Bidder should have provision for safe keeping of PNB's MICR paper separately under lock and key.	Self-certification
12	Printer shall not be defaulter to any tax/Govt. Authorities/statutory dues etc.	An undertaking letter on their letter head.
13	Access be provided at any time to our Bank officials/inspecting officers / regulatory authorities etc. without demur.	An undertaking / letter of access to be submitted by the printer
14	Applicant should have all the necessary approvals/ statutory clearances in place to undertake the activities viz. E.S.I.C., P.F., GST Registration and applicable Labor Law registration/ Licenses.	Photocopies of valid registrations and licenses should be furnished with the Technical Bid. (self-attested)
15	Bidder should be in a position to print approx. 18.20 crore Personalised Cheque Leaves per annum along with related materials like record slips, requisition slips, cover pages etc and fabricate the same in book form per annum. Further the bidder should also be able to provide necessary storage arrangements as per Bank's requirement.	Sufficient documentary evidence (such as ownership proof if self-owned space or lease deed if rented) for the same to be furnished.

In addition to the above documents mentioned in eligibility criteria, bidder should upload the below mentioned documents also in the technical bid.

- a) All Annexures duly filled, signed and stamped.
- b) MSE/ Start-up exemption certificate
- c) Caution List of RBI
- d) GST Registration Certificate/ PAN number and all other necessary approved licenses required by the law be submitted.
- e) All pages of the bid document shall be initialed by the person or persons signing the Bid.

In addition, the following conditions be also fulfilled by the intending bidder:

- (a) Decision of the Bank based on the supporting documents submitted by the bidder and visit of the Bank officials at site will be final and binding to all in this regard.
- (b) Documentary evidence as explained above must be furnished against each of the above criteria and non-submission of supporting documents may disqualify the Bidder.
- (c) All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

- (d) Decision of the Bank based on the supporting documents submitted by the bidder will be final and binding to all the bidders in this regard.
- (e) Documentary evidence as explained in detailed “eligibility criteria’ must be furnished and non-submission of supporting documents may disqualify the Bidder.
- (f) All the documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted
- (g) All documents provided by CA/Statutory Auditor should have UDIN

3. Board Resolution Copy With Authorization Letter/ Power of Attorney

In case of company, a certified copy of the latest Board Resolution in favour of Authorized Person(s) with signature duly authorized by the Company Secretary/ Director along with validity of the authorization is to be submitted AND in case the authorized person delegates authority to another person of the company to sign the Bid documents, Power of Attorney preferably in original (from authorized person executed on stamp paper of appropriate value) with bid reference, showing that the power of attorney holder has been duly authorized to sign the bid documents, execute contract/agreements with the Bank on behalf of the company. No further delegate will be permitted to sign bid documents. Bidder shall be required to submit original Power of attorney to the Bank

This is to be submitted for all the Bidder(s) and OEM(s) involved.

Alternatively, OEM/bidder may also submit the document as per the Annexure 19 Authorization Letter- issued by the Competent Authority of the Company for the Authorized Signatory instead of the above documents.

None of the above documents shall be required from the OEM in case the RFP documents related to the OEM are signed by the Director of the company.

4. QUERIES:

Queries will be accepted through e-mail ids provided in the tender document, from the prospective Bidders tentatively on or before date and time mentioned in this document. Clarifications on the queries, if any, received from the Bidders will be placed on GeM portal. Bidders are advised to refer to the GeM portal at regular intervals for the purpose. Bank will not be responsible if the Bidder(s) is/are not aware or became aware at a later stage of any change(s) made in this tender document by way of corrigendum(s)/amendment(s).

5. PRE-BID MEETING:

A pre-bid meeting will be held as per time schedule mentioned at page no. 4 of this tender document at the following address to clarify doubts or queries, if any, of Bidders.

Punjab National Bank,
Centralised Procurement & Partnership Division
Fourth floor, 5, Sansad Marg, New Delhi 110001

Bidders shall give in writing the points on which clarifications are required by them, sufficiently in advance. Clarifications/ details furnished by the Bank in writing alone shall be binding and shall form part of the tender document. Clarifications are to be requested by prospective bidder through GeM portal or through e-mail to “cppd.processing@pnb.co.in”

Changes if any made in the tender conditions, consequent to the pre-bid meeting will be informed to the Bidder participated in the pre-bid meeting besides uploading the corrigendum on GeM portal. Hence the Bidders shall regularly visit/see the GeM portal for changes made, if any, in the tender document consequent to Pre-bid meeting.

6. COST OF BIDDING:

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

7. BIDDING DOCUMENT:

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 Bidders' risk and may result in the rejection of its bid without any further reference to the Bidder. Bidder should strictly submit the bid as per tender document failing which bid will be rejected as non-responsive.

8. AMENDMENT OF BIDDING DOCUMENTS:

At any time prior to the last Date and Time for submission of bids, the Bank may, without assigning any reason, modify the Bidding Documents through amendments as per Bank's requirement at the sole discretion of the Bank. All amendments shall be uploaded on the GeM portal and will be binding on all who are Interested in bidding.

9. PERIOD OF VALIDITY OF BIDS:

Bid shall remain valid for 75 days from the date of opening of price bid. A bid valid for shorter period shall be rejected by the Bank as non-responsive.

10. LATE BIDS

Any bid received by the Bank after the deadline for submission of bid will be rejected.

11. REVELATION OF PRICES

The prices in any form or by any reasons should not be disclosed in the technical or other parts of the bid except in the commercial bid. Failure to do so will make the bid liable to be rejected.

12. WITHDRAWAL OF BID BY THE TENDERER

12.1 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity specified in tender documents. For withdrawal of bid after the end date of online bid submission, the bidder will have to make a request in writing to Tender Inviting Authority of Bank. Withdrawal of bid may be allowed till issue of work order with the following provision of penal action:

12.2. If the request of withdrawal is received before informing the date for opening of commercial bid, the EARNEST MONEY DEPOSIT submitted by bidder will be forfeited and bidder will be debarred for 1 years from participating in tender in PNB. The commercial bid of remaining technically qualified bidders will be opened and the tender process shall go on.

12.3 If the request of withdrawal is received after informing the date for opening of commercial bid, the EARNEST MONEY DEPOSIT submitted by bidder will be forfeited and bidder will be debarred for 2 years from participating in tender in PNB. The commercial bid of all technically qualified bidders including this bidder (if he is found technically eligible) will be opened and action will follow as under:

- a) If the bidder withdrawing his bid is other than L-1, the tender process shall go on.
- b) If the bidder withdrawing his bid is L-1, then re-tender will be done.

13. TERMS AND CONDITIONS OF THE BIDDING FIRMS

The bidding firms are not allowed to impose their own terms and conditions to the bid and if submitted will not be considered as forming part of their bids. Such bids are liable to be rejected. Bidder has to strictly comply with the terms and conditions mentioned in the tender document.

14. LOCAL CONDITIONS

The Bidder must acquaint himself with the local conditions, Laws and other factors etc., which may have any effect on the performance of the contract and / or the cost.

15. CLARIFICATIONS OF BIDS

To assist in the examination, evaluation and comparison of bids the bank may, at its discretion, ask the Bidder for clarification. The response should be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

16. DEADLINE FOR SUBMISSION OF BIDS

Bids must be submitted not later than the specified date and time mentioned in the GeM Bid Document. If specified date of submission of bids being a declared holiday for

the Bank, the bids will be received up to the specified time on 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 extended deadline.

17. BANK'S RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS

The Bank reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or without any obligation to inform the affected Bidder or Bidders about the ground for Bank's action. The Bank reserves the right to select more than one Bidder keeping in view its requirements.

18. BANK'S RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS

Notwithstanding anything contained in this tender, the Bank reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or without any obligation to inform the affected Bidder or Bidders about the ground for Bank's action. The Bank reserves the right to select more than one Bidder keeping in view its requirements. The bank also reserves the right to scrap the tender at any stage without assigning any reason for the Bank's action.

Any Bid not containing sufficient information, in view of BANK, to permit a thorough analysis may be rejected.

The Bank shall have the right to reject the bids not submitted in the prescribed format or incomplete in any manner.

BANK is not responsible for non-receipt of bids within the specified date and time due to any reason including postal delays or holidays.

No contractual relation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized officials of the Bank and the Bidder. However, until a formal contract is prepared and executed, this offer together with Bank's written acceptance & notification of award shall constitute a binding contract with the vendor.

Notwithstanding anything contained in this tender document, the bank reserves the right to Terminate the tender even after award of contract but before signing an execution of contract by duly authorised official of the bank and the bidder.

19. EARNEST MONEY

EMD of Rs. 41.60 Lakhs (Rupees Forty-One Lakhs sixty thousand only) should be submitted as Earnest Money Deposit (EMD) online or in form of Insurance Surety Bonds / Demand

Draft / Fixed Deposit Receipt / Bankers' Cheque or Bank Guarantee (including e-Bank Guarantee) from any Scheduled Commercial Bank other than Punjab National Bank, in favour of "Punjab National Bank CPPD DIVISION New Delhi" before last date of bid submission in the following account:

Account Name: PUNJAB NATIONAL BANK

Account No: 9762002200000460

IFSC: PUNB0001330

Branch: CPPD HO, NEW DELHI

(Proof of the transaction to be submitted along with the bid documents).

EMD submitted in the form of Bank Guarantee (BG) should favouring PUNJAB NATIONAL BANK, CPPD DIVISION New Delhi and filling all the details as per specified Annexure-13. The BG should have a validity of at least 6 months from the date of submission of the bid with claim period of another 3 months. The BG/ details of EMD should be submitted at the time of bid submission.

(Registered MSE and Start-up-India bidder is exempted from payment of Earnest Money Deposit if bidder can furnish requisite proof subject to the satisfaction of Bank),

For seeking EMD exemption as MSE bidder, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be submitted along with the bid in respect of the offered product or service.

In case of unsuccessful bidder, EMD will be returned within 30 (thirty) days of notice of award of contract and no interest will be payable on EMD amount. The EMD will be returned to the successful bidder upon submission of Performance Bank Guarantee and no interest will be payable on EMD amount.

20. AUTHENTICATION OF ERASURES/ OVERWRITING ETC:

Any inter-lineation, erasures or overwriting shall be valid only if the person(s) signing the bid authenticate them with full signature and seal.

21. CONTENT OF DOCUMENTS TO BE SUBMITTED:

Documents required in Technical bidding:

21.1 Proof of Earnest Money Deposit

Note: Firms registered under MSEs would be exempted from submission of earnest money subject to furnishing of valid certificate for claiming exemption.

21.2 Supporting documents in respect of minimum experience/eligibility criteria to be submitted in the electronic form.

21.3 Acceptance of the terms and conditions and compliance of Scope of Work/ description of Goods and technical specifications.

21.4 Any other document indicating features of the offered facilities.

20.5 Last three audited balance sheets and Profit & loss account statement (for financial year 2021-22, 2022-23 and 2023-24). In case Provisional Balance Sheet for FY 2023-2024 is being submitted, same is to be certified by a Chartered Accountant. A certificate from Chartered accountant is required with regard to turnover as stated in bid document. All documents provided by chartered account should have UDIN.

22. OPENING OF BIDS

All the bids will be opened at the date, time and locations mentioned in TENDER (as per tender schedule). The technical bids will be opened as per the time schedule provided in the tender document & on GeM portal. Representatives of the Bidders who choose or wish to attend are welcome. Bidders are advised to check GeM portal for any change in date and time of bid opening.

23. BID CURRENCY

The Prices in the bid document shall be expressed in Indian Rupees (INR) only.

24. LANGUAGE OF BID

The bids prepared by the Bidder and all correspondence and document relating to the bids exchanged by the Bidder and PNB, shall be written in English.

25. BIDDING PROCESS (TWO STAGES)

25.1 Two-staged bidding process will be followed. The response to the tender is to be submitted in two parts:

- Technical bid (online on GeM portal)
- Commercial bid (online on GeM portal)

25.2 The Bidders will have to submit the technical bid on GeM portal.

25.3 The TECHNICAL BID will contain the Bidder's information, status of eligibility criteria, compliance statement as per term & condition of the tender document, response to the Scope of Work along with supporting documents, conveying status of the Bidder in terms of the technical evaluation and other information required to be submitted as per the formats given in Bid Document. TECHNICAL BID will not contain any pricing or commercial

information at all. In case any such pricing/commercial information is included in the technical bid, the bids so submitted will be summarily rejected by the Bank.

25.4 BIDs will be submitted in Electronic form on GeM portal.

25.5 The hard copy of the technical bid shall be downloaded from the GeM portal and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract. All pages of the Bid document should be serially numbered and shall be signed by the authorized person(s) and to be uploaded scanned copy to GeM portal under "ATC document."

25.6 An authorization for the representative of the Bidder signing the Bid is to be provided through a written power of attorney accompanying the Bid. All pages of the bid except un-amended printed literature shall be initialed by the person or persons signing the Bid.

25.7 COMMERCIAL BID is to be submitted online on GeM portal.

26. SUBMISSION OF BIDS

26.1 Bidders are required to strictly submit their bids in electronic form on GeM portal only. All the interested Bidders should register themselves on the GeM portal i.e. <https://gem.gov.in> for submitting the bids online, if they have not done earlier. The TENDER document and further corrigendum, if any can also be downloaded from GeM portal. Bids received after closing of the bid in the GeM portal are summarily rejected without any reason. The commercial bid should be submitted online only.

27. EVALUATION AND AWARD CRITERIA

27.1 PRELIMINARY EXAMINATION

The Bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information has been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order. The bid determined as not in order as per the specifications will be rejected by the Bank.

Every applicant Bidder will be evaluated technically in terms of minimum eligibility criteria and Commercial will be derived online only as shown in the format placed in Annexure-15 for reference.

27.2 The Bidders who qualify in terms of technical evaluation will be eligible for participating in commercial bid, in other words commercial bids of only those Bidders will be opened who qualify technically.

27.3 The Bank will open the bids as per the time schedule provided in the tender document at the time, date and address mentioned in bid document. Representatives of the Bidders who choose or wish to attend are welcome.

27.4 The Bidder/their representatives, who are present, shall sign the register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for Bank, the bids shall be opened at the specified time and place on next working day.

27.5 Technical Evaluation will be done in following stages:

27.5.1 Verification of Earnest Money Deposit (EMD): First of all, Earnest Money Deposit (EMD) form of all Bidders will be verified. If Earnest Money Deposit (EMD) of any Bidder is not found in order or not found to have been submitted, that Bidder will be declared ineligible for further participation in the tender process.

27.5.2 Bidder's response to Eligibility Criteria specified under Bid document: The Technical bids of those Bidders whose Earnest Money Deposit (EMD) has been found in order as per terms of the tender document, will be evaluated in the first stage of evaluation. After opening of the technical bids, these will be evaluated firstly in terms of Bidders response to eligibility criteria and the supporting documents. Bank will examine the supportive documents and may get the same verified from the issuing Banks/institutions. Bidders are advised to provide complete contact details of client references including email addresses, mobile Nos. etc. Technical Bids of only those Bidders will be further evaluated who meet and satisfy the Eligibility Criteria.

27.5.3 Scrutiny of Compliance to the Scope of Work Specifications specified under this Bid Document: The technical bids of Bidder shortlisted as above after evaluation of response to the eligibility criteria will be thoroughly evaluated in terms of its response to Scope of Work specifications of this bid document. The bids will be examined by the bank to determine whether they are complete. A bid determined as not substantially responsive will be rejected.

27.5.4 Bidders must submit detailed documentary evidence/records and sufficient documentary proof for all the information furnished. (Physically as well as online)

27.5.5 Important point of Technical Evaluation: While submitting the technical bid document, the Bidder should submit sufficient documentary evidence (such as ownership proof if self-owned space or lease deed if rented) for the same to be furnished.

27.5.6 During evaluation and comparison of bids, the Bank may, at its discretion ask the bidders for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

27.6. Commercial Evaluation:

24.6.1 The COMMERCIAL BIDs of only those bidders, whose technical bids have been shortlisted, will be opened online. Decision of the Bank in this regard shall be final and

binding on the bidders.

27.6.2 The commercial bids shall be opened in the presence of shortlisted bidders, if they choose to be present. The intimation of time and place of opening of commercial bids will be informed separately to the shortlisted bidders only. If the shortlisted bidders or their duly authorized representatives are not present, the commercial bids will be opened in their absence. No information regarding the Commercial opening will be provided later to the bidders who did not attend the commercial opening, neither telephonically or through mail.

27.6.3 After opening of commercial bids as above, commercial evaluation & verification of the bids will be done by the Bank.

27.6.4 In case of any situation where Bank is left with only one eligible bidder, then Bank reserves the right to negotiate with the L1 bidder and offer all order to L1 Bidder or Scrap the tender.

27.6.5 The L-1 price and L-1 vendor for the tender will be decided on the basis of lowest cost quoted by all the technically qualified bidders.

27.6.6 Splitting:

Bank intends to select two security printers for this job who will be agreeable to work on L-1 rates. Besides L-1 bidder, opportunity will be given to next lower bidders for this purpose, till required numbers of printers are empanelled. The total quantum of work shall be divided amongst the empanelled printers as per requirement of the bank, details given below. The decision of the bank in this regard shall be final & binding.:

If two vendors are selected then ratio of allocation between L1 and L2 will be approximately 70% and 30% respectively at post negotiation (if any) L1 rate.

In case L2 bidder denies matching L1 prices, offer will be made to L3 and so on. In case, any of the bidders fails to match the price offered by L1 for L2 position or no bidder qualifies for L2 position, Bank may decide to award the entire contract to L1 or scrap the tender.

27.6.7 After completion of the tender, the L1 and L2 Bidder shall be declared as successful Bidder at sole discretion of the Bank.

In case of emergent situation, the Bank can assign the total quantity of printing of cheque leaves to another vendor empaneled.

28. CONTACTING PNB OR PUTTING OUTSIDE INFLUENCE

Bidders are forbidden to contact PNB or its Consultants on any matter relating to this bid from the time of submission of commercial bid to the time the contract is awarded. Any effort on the part of the Bidder to influence bid evaluation process, or contract award decision may result in the rejection of the bid.

29. ASSIGNMENTS

The Successful Bidder/ Vendor shall not assign to anyone, in whole or in part, its' obligations to perform under the contract, except with the Bank's prior written consent.

30. DELAY IN BIDDER'S PERFORMANCE

Performance of job work shall be made by the Successful Bidder/Vendor in accordance with the time schedule specified by the Bank. Any delay in performing the obligation by the Successful Bidder/Vendor will result in imposition of penalties as detailed in terms and conditions.

31. GOVERNING LAW AND DISPUTES

All disputes or differences or disagreement whatsoever arising between the Parties out of or in relation to the construction, meaning and operation or effect of the RFP Documents or in connection with the contract /order placed by the Bank shall be settled amicably. If, however, the Parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996. The matter may be referred to a Sole Arbitrator to be appointed as hereinafter provided and the award made in pursuance thereof shall be binding on the Parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal arising from order of arbitrator will be subject to the exclusive jurisdiction of courts at Delhi. The Courts of Delhi shall have jurisdiction in relation thereto. The Venue /Seat of Arbitration shall be Delhi.

The bidder shall continue to work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained. However, during such a contingency, the Bank shall be entitled to make alternative arrangements to tackle the situation in any manner it deems fit, at the cost of the bidder which may also be adjusted by the Bank from the Performance Bank Guarantee, being treated as default so that the business of the Bank is not disrupted. The venue of the arbitration shall be Delhi.

32. OTHERS:

32.1 GST Registration Certificate/ PAN number and all other necessary approved licenses required by the law be submitted.

32.2 Proof of being registered as MSE for the item under tender, if any.

32.3 Caution List of RBI: - A confirmation letter to the effect that bidder (mill / nominated or authorized distributor) is not in the Caution List of RBI or any other Govt. Organization/ Financial Institutions etc.

32.4. Confirmation letter for acceptance of terms & conditions of the tender.

32.5 The supplier at the time of bidding shall be required to upload certificate of local content.

33 QUOTING OF RATES AND METHOD FOR ARRIVING L1 RATE/VENDOR:

33.1 A list of all type of cheque books is provided in “Scope of work” with full specification.

33.2 The bidders need to quote their best price for all the items as per the template on GeM portal, that will be all inclusive (inclusive of GST) of cover pages, requisition slip, record slip, and envelope. The MICR paper will be provided by Bank and transportation of the MICR paper from Bank godown to printer premise is to be arranged by printer itself with proper security & in-transit insurance.

Applicable rate of GST as on bill date shall be paid by the Bank. These are confirmed rates and valid for 2 years and further extendable by One year at the bank’s discretion.

The L-1 will be decided by lowest total cost quoted on GeM portal and rate of per leaf will be determined by dividing the L-1 cost by no. of cheque leaves. The order will be placed as per “rate per leaf.” Payment will be released on actual quantity ordered.

Note:

1. The above rate inclusive of all charges/expenses like cheque book cover, cheque leaves printing, gathering, perforation, die cut/punching, sewing, binding, requisition slip & Record slip, then insertion of books into envelope, pasting and pressing etc. Cost to be quoted in Indian rupees.

The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever and the decision of the Bank will be final and binding on the bidders. Bank may also allot the work to more than one vendor on L-1 rates and in such case the total quantum of Circle Office wise shall be divided amongst the vendors as per requirement of the bank or as the Bank may deem fit. The bank reserves the right to amend/cancel the tender process at any time prior to award of contract without assigning any reason.

34. AWARD OF CONTRACT

The Bank will award the Contract to the successful Bidder/s who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be responsive, and is the lowest evaluated Bid.

The notification of award will constitute the formation of the Contract. The selected Bidder/s should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within 3 days of receipt of the communication. The selected vendor will have to enter into detailed contract agreement (Service Level Agreement-SLA) terms of which is tentatively mentioned in “Terms & Conditions” along with letter of acceptance, NDA (Non-Disclosure Agreement), PBG (Performance Bank Guarantee) and other terms and conditions as may be determined by the Bank to be necessary for the due

performance of the work in accordance with the tender. The bank may modify some more terms and conditions in the contract agreements.

35. NON DISCLOSURE:

By virtue of Contract, as and when it is entered into between the Bank and the successful Bidder, and its implementation thereof, the Successful Bidder may have access to the Confidential Information and data of the Bank and its customers. The Successful Bidder will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per following:

35.1 That the successful Bidder will treat the Confidential Information as confidential and shall not disclose to any third party. The successful Bidder will also agree that its employees, agents, sub-contractors shall maintain Confidentiality of the Confidential information.

35.2 That the successful 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 Successful 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 Successful Bidder shall use reasonable efforts to advise the Bank immediately in the event that the Successful 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 Successful Bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.

35.3 That if the Successful Bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of the rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the successful Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement. However, prior permission is required from bank in respect of hiring of another person as mentioned above.

35.4 That the Successful Bidder will strictly maintain the secrecy of Bank's data.

35.5 The draft format of Non-Disclosure Agreement is available in tender document (Annexure-12)

36. Guidelines for Eligibility of Firms Registered under MSE

36.1 MSEs quoting price within price band L-1 + 15%, when L1 is from someone other than MSE, shall be allowed to print at least 25% of total contract subject to lowering of price by MSEs to L-1.

36.2 Firms registered under MSEs will be exempted from submission of Tender fee/cost and from payment of earnest money.

Note: In case MSE bidder refuses to take up the contract/ dishonor the contract, that MSE contractor /vendor may be debarred from participating in the tenders for next six months after approval from competent authority as afore-mentioned.

37. Purchase Preference to MSE

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. Purchase preference shall be applicable to all registered MSE as per Govt. of India guidelines.

38. GENERAL PROVISIONS

38.1 Bidder shall pay to its employees/personnel, who are engaged for providing the Services to the Bank, all wages, salaries, remuneration, terminal benefits, and other benefits etc. of any kind including, but not limited to, salary in lieu of notice, retrenchment Compensation, bonuses, leave salary, provident fund, gratuity, Employment State Insurance contributions and other contributions directly to the Authorities concerned in accordance with the terms of contract of their employment / law applicable and Bank shall not be liable in this regard either to Bidder or to its personnel in any manner whatsoever. Further, Bidder shall also maintain all records in this regard as required by the relevant laws including, the Minimum Wages Act, The Payment of Wages Act and The Contract Labour (Regulation & Abolition) Act and shall comply with all the statutory provisions as prescribed under relevant rules and statutes for the time being in force.

38.2 Bidder shall undertake to indemnify the Bank and keep the Bank and its officers/Employees/Directors fully indemnified and harmless from against all the consequences of any of its actions and/or its sub-contractors, representatives, employees leading to breach of any of the provisions of law faced, suffered or incurred by the Bank.

38.3 Similarly in the event of any claims being made on the Bank, on account of any breach or non-compliance of any applicable law, unauthorized act, fraud, deed or thing done or omitted to be done or undertaking made or deficiency in service by Bidder, its employees, officers, agents the Bidder shall undertake to pay on first demand made by the Bank of any amount on this account without any demur, contest, protest whatsoever within 7 working days of the demand being made on it and/or recover the amount so paid from Bidder or make deductions from the amount payable by the Bank to Bidder.

38.4 That the Bank, its representatives, its Regulators including RBI or persons authorized by the Regulator, its internal/external/other Auditors, shall whenever

required/called for have access to any documents, records of transactions, Information Technology systems and other necessary information processed/stored by, Bidder, and document/information given by the Bank to the Bidder and/or relevant to the outsourced activities available with the bidder pertaining to the services provided under this Agreement by the bidder. Bank shall provide a reasonable prior notice before such audit and the cost of the audit shall be borne by the Bank. Where any deficiency has been observed during audit by regulatory authority on the risk parameters finalized by the Bank, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

38.5 The access shall also extend to the books, records, information held by/available with any person/firm agent/ company engaged by Bidder or any documents records of transactions and other necessary information given/stored or processed provided by the Bank, to Bidder and in turn provided by Bidder to another agency, in order to render the required Services to the Bank.

38.6 Bidder shall ensure preservation of documents and data in accordance with legal/regulatory obligation of the Bank communicated to Servicer Provider.

38.7 That due diligence/KYC/physical verification of employees of the company/their sub-contractor will be done and proper record of the same will be maintained by successful bidders.

38.8 That adequate step will be taken to build strong safeguards to avoid the commingling of information/documents records and assets of the Bank with other organizations for whom Bidder undertakes similar services.

38.9 That the Bidder will ensure to get its security, practices and control process audited on a regular basis and disclose security breaches, if any, to the Bank. The copy of such audit report including the steps taken to address the issues raised by the auditors be provided to the bank.

SCOPE OF WORK

QUANTUM OF WORK

Approximately **5200 Lakh ±25% cheque leaves** in cheque books of different denominations for 2 years. The demoniations are as below:

- 20 Leaves Cheque Book
- 50 Leaves Cheque Book
- 100 Leaves Cheque Book

1. DATA FILES

1.1 Master Branch Data

Printer shall be provided with master data of all the branches of the bank in 'Excel' file with following fields:

- (i) Distinctive Number of Branch.
- (ii) Address of the branch as to be printed on cheques in English.
- (iii) Address of the branch as to be printed on cheques in Hindi.
- (iv) Address of the branch as to be printed on requisition slips in English.
- (v) MICR Code of the branch.
- (vi) IFS Code of the branch

The master data have to be updated on continuous basis.

1.2 DAILY DATA

1.2.1 A text file containing variable/personalization data shall be provided to the printer through e- mail &/or CD to be collected by the printer's representative from the bank on daily basis. The text file will contain following fields:

- (i) Account Number
- (ii) Name of account holder (to be printed on cheque)
- (iii) Name of account holder (to be printed on requisition slip)
- (iv) Address of the account holder
- (v) Mobile number of account holder
- (vi) Sol ID of branch
- (vii) Account type (SF/CA)
- (viii) New account flag, if any
- (ix) Number of leaves requisitioned
- (x) Prefix/Alpha code
- (xi) Cheque Number From
- (xii) Cheque Number To
- (xiii) Cheque series
- (xiv) Unique Alpha numeric code for each cheque
- (xv) Centre code
- (xvi) Name of Branch
- (xvii) Address of branch

- (xviii) Customer Constitution
- (xix) Joint account holder name (2ND line on cheque)
- (xx) NRE/NRO code
- (xxi) Circle name
- (xxii) Sol ID of Circle Office

1.2.2 The file structure or personalization data shall be subject to change as per requirement of the bank.

1.2.3 Printing of any other information in the MICR band/elsewhere on cheque leaf/requisition slip may also be started at a later stage, for which such other information will also be provided in the above file. The same have to be done by the printer without any extra cost.

2. PAPER SPECIFICATIONS

The Bidder will print Bank's personalised cheque books in different denominations ie., books of 20, 50 and 100 leaves for all types of cheque books i.e. Savings, Current etc. for dispatch to the pan Indian customers of the Bank. The personalised cheque book shall contain as below:

Sl.No	Particulars	Paper details
1	MICR Cheque leaves (Paper to be provided by bank)	Bulk quantity of MICR paper in sheets of size 44.5 cms x 57.5cms for accommodating 12 cheques on one sheet &/or in reel of 43.5 cms shall be issued. The printers shall carry out necessary cutting of sheets for personalized cheques' printing after pre-printing the ground & fixed text.
2	Cover pages (Paper to be used from printer's stock at their own cost)	Art paper of 130 GSM (for 20 leaf cheque books) & 170 GSM (for 50 & 100 leaves cheque books)
3	Requisition slips (Paper to be used from printer's stock at their own cost)	Maplitho paper of 80 GSM
4	Record slips (Paper to be used from printer's stock at their own cost)	Cream Wove paper of 60 GSM.
5	LDPE Envelopes (Paper to be used from printer's stock at their own cost)	Envelope made of 75 micron LDPE or as applicable Govt. guidelines.

NOTE: - The bank may vary the number of leaves per cheque book, as per its requirement.

3. PRINTING OF PERSONALIZED CHEQUE LEAVES

3.1 Base printing of Personalized Cheque Leaves.

The size and other specifications of the cheques shall be as per RBI/IBA/NPCI/BANK's specifications for MICR instruments. The artwork shall be provided by the bank along with security features.

The Cheque Leaves shall be printed as under:

Sl. No	Place of Printing	Printing details
Offset printing		
1	Background	Aqua Fugitive ink in pastel color and Secondary Fluorescent ink
2	UV Printing	Three Bank logos and stripes to be printed on cheque as per bank's requirement
3	Bank's name & Logo	Four colour
4	Fixed Text	Single colour – Black & Micro lettering
6	Void Pantograph	2 cm x 1 cm (Black)
7	All other personalised information on cheque body and MICR band in MICR ink including reverse printing of account number, date and cheque number in variable data printing .	

Maximum 4% wastage shall be allowed for MICR paper in sheets and 5% in case of paper in reels.

3.2 Variable data printing of Personalized Cheque Leaves

Printer shall carry out printing of all variable data on personalized cheque leaves as per the details appended below:-

- (i) Account Number in bold in the box provided for the same.
- (ii) Type of Account like Savings Account/Current account etc. horizontally outside the box for account number, in Hindi and English.
- (iii) Address of the branch in Hindi and English on top left side, just after the name of the bank.
- (iv) 'RTGS /NEFT IFS Code: (code of the branch)' below address of the branch.
- (v) Name of the account holder on right hand bottom side below the space for signatures & just above 'please sign above' For individuals' accounts, as per customer constitution, only title of the account and for other accounts, 'for..... (Title of).....' and 'Authorized Signatory (ies)' is to be printed.
- (vi) In case of new account, 'New Account' shall be printed in a box next to type of account as at (b) above and in some special accounts like 'NRE' accounts some indicators to that effect will also be printed.
- (vii) The prefix/alpha code shall be printed just above the MICR band.

- (viii) Cheque serial number shall be printed in body of the cheque also, in addition to in MICR band, vertically on extreme left hand side.
- (ix) Cheque Serial Number, MICR Sort Code and Transaction Code shall be printed with MICR ink at the appropriate place in the MICR band.
- (x) Date of cheque book printing shall be printed vertically on extreme left hand bottom side along with cheque number.
- (xi) Unique Alpha numeric code for each cheque leaf to be printed.

4. PRINTING OF REQUISITION SLIPS

4.1 Base printing of requisition slips

4.1.1 The size of the requisition slips shall be the same as cheque leaves.

4.1.2 Each cheque book shall have one Requisition Slip duly printed in 4 colours offset along with Bank name and logo in invisible UV on one side and printed in single color on the other side. The paper to be used by the printer for printing of requisition slips is Maplitho paper of 80 GSM.

4.1.3 Separate artworks shall be provided for savings and current account cheque books.

4.2 Variable data printing of requisition slips

Printer shall carry out printing of all variable data on requisition slips as per the details appended below:-

- (i) Bar Code as per Postal Dept/Couriers' requirements.
- (ii) QR code as per Bank's requirement
- (iii) Date and some statistical data
- (iv) Name and address of the account holder on the left hand side.
- (v) 'If undelivered, please return to Punjab National Bank' and name and address of the branch (prefixed by words 'Branch Office').
- (vi) Under the name of the branch – 'Cheques enclosed: Prefix/Alpha code and Number From (hyphen) Number To.
- (vii) Account number
- (viii) The fields printed as per (i) to (iv) above should be visible from window cut in top cover of the cheque book as well as the envelope.
- (ix) The fields printed as per (v) & (vi) above should not be visible from window cut in top cover of the cheque book as well as from window of the envelope.

The requirement with regard to personalization shall be subject to change as per bank's requirement.

5. PRINTING OF RECORD SLIPS

The size of the requisition slips shall be the same as cheque leaves.

The Record slips shall be printed on Cream Wove paper (60 GSM) on both sides in single colour and inserted in each cheque book as under:-

20 Leaves Cheque Book	- 1 nos.
50 Leaves Cheque Book	- 2 nos.
100 Leaves Cheque Book	- 4 nos.

A notch at the bottom on the number portion of the cheque is to be made so that next cheque number becomes visible when the same is placed over the cheque leaves.

6. PRINTING OF COVER PAGES

6.1 The cheque book cover shall be made of Art paper of 130 GSM (for 20 leaf cheque books) & 170 GSM (for 50 & 100 leaves cheque books) with 4-colour printing on outside and single color printing on inside.

6.2 Separate artworks shall be provided for savings and current account cheque books.

6.3 A window of approx. size 75x38 mm shall be cut on the front side of cheque book cover so that the name and address of the account holder printed on the requisition slip placed just below the cover, becomes visible, but the a/c no is not visible through the window.

7. PERFORATION & STUB

7.1 Perforation, wherever required shall be in such a way that tearing force required is minimum and no portion of stub or form should tear off when detached from the book.

7.2 The perforated portion of the security form when detached from the book should have minimum deformity and should be in a straight line.

8. BINDING OF PERSONALISED CHEQUE BOOKS

8.1 The printer will print cheque leaves, requisition slip, record slip, inserts if any, and bind the cheque books using cheque leaves so printed, cheque book cover, requisition slip & record slip. The cheque book so prepared will have to pass the quality check (data relating to number of leaves, account wise segregation etc.) by security printers

8.2 The cheque books shall be double stitched (side stitching) and spine to be pasted with cover (Perfect Binding style) after placing the inside pages in the below sequence in the cover pages.

1. Requisition slips
2. Record slips
3. Cheque leaves in ascending order of cheque numbers.

8.2 The incorporation of record slips, record slips, cover pages and envelopes have to be done by the printer without any extra cost.

9. PACKING

The cheque books complete in all respect has to be packed individually into an envelope made of 75 micron LDPE or as applicable Govt. guidelines (including window). Envelope shall have window (transparent area) of same size as on the cheque book cover, so that the

name and address of the account holder becomes visible for the purpose of delivery to the customer through post/courier. Envelope shall be got printed in 4 colors with solid ground printing as per specifications of the Bank from time to time & shall have provision for sealing of the envelope. LDPE envelopes should be environment friendly and each envelope should contain a certification to this effect on its body.

NOTE:- In case there is any statutory ban on material of envelopes or the bank decides to change it, alternate material shall have to be used with prior consent of the bank. No additional charges shall be paid for the same.

The specifications as stated above may change as per regulatory guidelines/bank's requirements from time to time.

10. DISPATCH & DELIVERY

All Personalized Cheque Books are to be dispatched directly to the registered address of all customers of the bank on pan-India basis and to be inserted in tamper proof envelopes, as per specification, for the individual customer's dispatch through India Post or courier agencies. Besides customer's address, Branch address will also be mentioned and visible through the window to enable the India Post to return the undelivered cheque book to the concerned Branches directly.

Personalized Cheque Books are *picked up from the premises of the vendor/s by Postal Deptt India Post approved by the bank* as per Bank's policy/requirement from time to time.

Ready to dispatch packets of Cheque books are to be handed over to Postal Dept. /Courier Agency for onward dispatch to the customers of the bank latest within 24 hours of providing the data file to the printer, *excluding approved holidays*.

Necessary facilities shall be provided by the printer to the dispatch agency. The Printer shall also organize & coordinate with the dispatch agency mutually, so that the cheque book consignments are dispatched safely, securely and in a time bound manner. In case of emergent need, Printer shall also arrange itself for delivery of the cheque books at the booking post office, at no extra cost to the Bank.

The printer shall have to provide daily dispatch data in soft copy to the postal authorities and copy the same to the bank. Other MIS data, as required by the bank from time to time, shall also have to be provided by the printer to the bank by uploading in SFTP/emailing.

11 QUALITY CONTROL CHECK

- (a) All security forms should be checked at each stage of Base printing, Variable data printing & numbering, binding and packing by the trained staff of the printers.
- (b) All leaves with printing flaws and mistakes must be removed and replaced with corrected leaves with good workmanship and such records should be kept and produced at the time of inspection of the unit.
- (c) No security forms should be supplied without thorough checking by the printers for any printing mistakes, defects etc.

- (d) The printed formats are to be checked twice before packing and authenticated on packing slip.
- (e) Printer shall maintain a complete record of checking at each stage for mistakes, defects and corrections, replacements done during printing, binding and packing of security forms by way of a **Mistakes register** recording mistakes, defects, replacements which should be produced before the banks inspecting officials if demanded by him /her.
- (f) **MICR ink used must not be refurbished / refilled.**
- (g) Post printing, 100% quality inspection and gathering to be done to guard against the following: -
 - Wrong collation of Cheque leaves
 - Duplicate Cheque leaves
 - Wrong sequences of the Cheque (correct sequence: ascending)
 - Missing Cheque

12. OTHERS

12.1 Pre-printed sheets, requisition slips, record slips and cheque book covers etc. shall be stocked for about 8-10 days' requirements under lock and key. Daily requirement of printed sheets shall be taken out of stock and the printer shall maintain complete record of the same. Pre-printing shall be carried out for all the fixed text and personalization shall be carried out for all variable data in black ink including printing of MICR code line with MICR ink.

12.2 Bank officials may carry out checking during printing & processing stage and also of finished cheque books before packing, for which printer shall have to provide necessary space and infrastructure. Timely availability of material to be checked would have to be ensured by the printer.

12.3 Printer shall develop the software at their own cost, to process data provided in the form of encrypted text file (or any other format decided by the bank) to print the personalized information on cheque leaves and requisition slip as per the specifications of the Bank & to provide MIS as per Bank's requirement. Any changes required to be made in future in this regard, shall have to be managed by the printer, without any additional cost.

12.4 The personalized cheque books project is prestigious, valuable, time bound job for the bank, directly related to customer service & is susceptible to customer complaints. As such, highest degree of efficiency, commitment & integrity is expected from the security printers at all times. This shall be essence of the tender/arrangement.

12.5 The final proof (5 cheque books with minimum 5 leaves each) should be submitted to the Bank for approval before commencing execution of our orders. Printing of personalized cheque books shall have to be started by the Printer maximum within 15 days from the date of award of the job, by which time the security printer shall have to complete all arrangements including obtaining approval of cheque sample from NPCI. The bank will not be bound to provide any extension of time in this regard.

12.6 Printer is also required to submit specimen cheque leaves as per NPCI instructions for testing the compatibility of the same with CTS environment before execution of the work. All present as well as in future guidelines related to CTS standards issued by RBI / NPCI / IBA are to be scrupulously followed by the successful bidder and any changes (if not major)

suggested by them have to be incorporated without charging any extra cost during the tenure of the contract.

12.7 Successful vendor shall have to lift the security MICR paper from godowns of the bank at their own cost and all terms and conditions pertaining to issue of paper, printing, packing and delivery of printed cheque books etc. as applicable to printing of security forms shall apply to printing of PCB as well.

12.8 MICR paper in sheet size of **44.5 x 57.5 cms (12 ups)** for cheque leaves shall be provided by the bank. However, in case of need the printing may also have to be carried out on MICR paper in reels at the same rate approved for sheets.

12.9 Printer shall have to use paper of following approved mills only unless otherwise approved by the Bank:

(i) Cream Wove paper (60 GSM), of TNPL, J.K. Paper Ltd., Khanna Paper Mills Ltd, Century Paper & Pulp, Star Paper Mills Ltd, Trident Paper Limited or any other reputed A grade paper mill.

(ii) Art Paper (130 & 170 GSM): BILT Graphic Paper Products Ltd., J.K. Paper Ltd. or any other reputed A grade paper mill.

(iii) Maplitho (80 GSM): The West Coast Paper Mills Ltd., BILT Graphic Paper Product Ltd., J.K. Paper Ltd., Star Paper Mills Ltd, Century Paper & Pulp, Khanna Paper Mills Ltd, or any other reputed A grade paper mill.

12.10 Cream Wove paper of **60 GSM** for record slips, Art paper (130 & 170 GSM) for cheque books cover, Maplitho paper (**80 GSM**) for requisition slips and all other material including envelopes (environment friendly) made of 75 micron LDPE or as applicable Govt. guidelines shall be used by the printers from their side and shall be got approved from the Bank before starting the job. LDPE envelopes should contain a certification that the same are environment friendly.

12.11 A list of all dispatches made shall be submitted daily duly signed by printer's authorized representative certifying that each cheque book has been checked in all respects before dispatch. Necessary MIS reports shall also be provided as per Bank's requirements.

TERMS AND CONDITIONS

1. ACCEPTANCE OF ORDER

The Bidder shall give acceptance within 3 working days from the date of order. However, Bank has a right to cancel the order, if the same is not accepted within the stipulated period from the date of the order.

2. SIGNING OF CONTRACT

The successful Bidder(s) shall be required to enter into a contract with PNB, within 7 days of the award of the tender or within such period as may be specified by the Bank through Assistant General Manager, Centralised Procurement & Partnership Division, New Delhi 110001 on the basis of the Tender Document submitted by the successful Bidder, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work.

3. PERFORMANCE SECURITY DEPOSIT

3.1 The successful bidder shall have to furnish security deposit online or in form of Insurance Surety Bonds / Demand Draft / Fixed Deposit Receipt / Bankers' Cheque or Bank Guarantee (including e-Bank Guarantee) from any Scheduled Commercial Bank other than Punjab National Bank, in favour of Punjab National Bank CPPD Division New Delhi, equal to the amount of 5% of the contract amount, prior to delivery of goods or within 15 days from date of order, whichever is earlier (as per annexure 20). The EMD of successful bidder will be returned after submission of EPBG. Bank guarantee if any submitted by the successful bidder shall remain valid for claim period or a period of 6 months beyond the date of completion of all contractual obligations.

3.2 In case Bidder/successful bidder submits any false information or declaration letter during the tender process or period of contract, Bank shall forfeit the security deposit submitted by the Bidder/successful bidder to recover penalty/damages. In case Successful Bidder/Vendor fails to perform the contract/breaches any of the term of the agreement/general condition under this RFP, Bank shall be within its right to forfeit the security deposit to recover penalty/damages and in case any excess amount is to be recovered, same will be adjusted against outstanding bills.

3.3 The Performance Bank Guarantee shall be valid for 30 months(inclusive of claim period) from the date of award of contract. The successful Bidder has to submit the Performance Bank Guarantee as per annexure-20

3.3 In case Bidder submits any false information or declaration letter during the tender process or period of contract, Bank shall invoke the Performance Bank Guarantee submitted by the Bidder to recover penalty/damages. In case Bidder fails to perform the contract, Bank shall invoke the Performance Bank Guarantee to recover penalty/damages and in case any excess amount is to be recovered, same will be adjusted against outstanding bills.

3.4 The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project.

In case the bid is allotted to more than one bidder, the security deposit shall be in that proportion.

3.5 No interest on PBG will be paid by the Bank and bidder shall not have any claim regarding interest on PBG amount.

4. PAYMENTS

Bills for printing of personalized cheque books shall be submitted by the Printer after tallying all records for each day in respect of number of records provided by the bank, cheque books printed and packets delivered to postal deptt/ courier agency with original receipted challans. The billing cycle shall ordinarily be fortnightly or as decided by the bank. The payment shall be made by the bank ordinarily within 15 days of receipt of bill, complete in all respects, preferably through e-channel.

In the event it is found that over payment has been made by the bank to the printer on account of any discrepancies in the bills raised by the printer or overcharging or otherwise, the printer shall promptly reimburse all such excess amounts to the bank. The Bank shall have right to recover the excess amount from the printer.

5. TAXES

The quoted prices should be in Indian Rupees only, inclusive of all taxes and Inclusive of Goods & Services Tax. Further GST will be paid on reimbursement basis i.e. bidder first pay to Govt. and then will claim it from the bank.

6. REDUCTION IN DUTY/ TAXES:

The Bidder will pass on to the bank, the benefit of discounts if any announced during any period in respect of orders placed during that period.

7. VALIDITY OF CONTRACT

The contract would be valid for a period of 2 years as per terms & conditions of the tender document and functionality approved by the bank. Bank, at its sole discretion, may extend the contract on same terms and conditions for a further period of one year subject to satisfactory performance of Bidder. However, the bank shall have the right to terminate this agreement at any time without specifying any cause, by giving one month notice. Such discretion of the Bank shall not be challenged on any ground.

8. POWER TO VARY OR OMIT WORK

No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful bidder 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 contract, by notice in writing to instruct the successful bidder to make any variation without prejudice to the contract. The finally selected bidders shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any suggested variations would, in the opinion of the finally selected bidders, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful bidder to make such other modified variation without prejudice to the contract. The finally selected bidders shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents.

9. FORCE MAJEURE:

Notwithstanding the above provisions, the successful Bidder shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure. For purposes of this clause —force majeure means an event beyond the control of the bidder but does not include commercial hardship or any difficulty in performance of the contract and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, war or revolution or epidemics or quarantine restrictions or natural disasters etc. If a force majeure situation arises, the Bidder shall promptly notify the bank in writing of such condition and the cause thereof. In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay at the discretion of the Bank. Unless otherwise directed by the bank in writing, the Bidder shall continue to perform its obligation under the contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the force majeure event.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations (d) Commercial Hardship.

10. TERMINATION OF CONTRACT ON DEFAULT OF FOLLOWING CONDITIONS:

Bank will have the right to terminate the contract after giving one month's advance notice including 15 days curing period to VENDOR in case of unsatisfactory services, non-capable resources or non-initiation of services within 7 days of order contract. Decision of the Bank regarding quality of services will be binding on the Vendor.

The Bank shall have the right to terminate/cancel the contract with the vendor 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:

- (i) If at any stage, it is found that the information provided by the Successful Bidder/Vendor at any stage of bid process or after entering into the contract is false/fabricated.

- (ii) if the quality of goods supplied by the successful bidder/vendor is of low quality or is not as per requirements of the Bank. In this case bank will return the entire goods to successful bidder/vendor at successful bidder /vendor's expense and they will be liable to bank for damages, etc. Decision of bank regarding quality of goods will be final and will be binding on successful bidder/vendor.
- (iii) Excessive delay in execution of order placed by the Bank.
- (iv) Failure of vendor to complete implementation within the time as specified in the RFP document.
- (v) Violation of terms & conditions stipulated in this RFP.
- (vi) Change in Bank Policy.
- (vii) The Bank shall have the option to terminate the Agreement in case of breach of any of the terms and condition as set forth in the Agreement/RFP.
- (viii) If the services provided by the bidder are not found satisfactory.
- (ix) If the bidder fails to execute the work or any part thereof or use inferior quality of material in accordance with the contract.
- (x) If abandonment of the work or any part thereof by the bidder.
- (xi) If the progress made by the bidder is found to be unsatisfactory.
- (xii) If the bidder fails to deliver any or all of the services within the time-period(s) specified in the contract.
- (xiii) Distress, execution, or other legal process being levied on or upon any of the bidder's goods and / or assets.
- (xiv) If the Bidder shall assign or attempt to assign his interest or any part thereof in the contract.
- (xv) In case the vendor fails to commence the job within stipulated time period or if the vendor stops supplying during the period of Agreement

Notwithstanding the above, the Bank shall have the right to terminate this agreement anytime by giving 30 days' notice without assigning any reason whatsoever.

The Bank may, at any time, terminate the agreement by giving written notice to the bidder if the bidder becomes Bankrupt or otherwise insolvent. In this event, termination will be without compensation to the bidder and such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank. Immediately upon the date of expiry or Termination of this Agreement, Bank shall have no further obligation to pay any amount for any periods commencing on or after such date.

In the event of Termination on account of failure of the Bidder to perform the obligations under this Agreement, the Bank shall have the right to invoke the Performance Bank Guarantee(s)/Security(s) given by the Bidder.

In case of termination due to reasons attributable to the Bidder as decided by the Bank, Bank also reserves the right to allot the remaining work to another Bidder of its choice on such terms and conditions as it may deem fit. Any financial liability including costs, charges, expenses which the bank incurs on this account, shall be payable by the Bidder.

The Bank reserves the right to recover any dues payable to the other bidder from any amount outstanding to the credit of the original bidder, including pending bills and/or by invoking Bank Guarantee, if any, under this contract or any other contract/order.

The decision of the bank regarding quality of services/goods shall be final and binding on the bidder.

11. RELAXATION

MSEs having valid Udhyaam registration Certificate and Start-up:

As per OM No F.20/2/2014-PPD (Pt.) dated 25.07.2016 and 20.09.2016, Firms recognised as Start-ups by Department of Industrial Policy & Promotion (DIPP) are exempted from submitting Earnest Money Deposit (EMD). Further, full relaxation to be given to registered Start Ups in procurement of goods & services on prior experience, i.e., no. of years & financial turnover. However, no relaxation to be given on the past experience criteria of execution of similar Goods/Services.

These relaxations shall only be given to the Start-ups recognized by Department of Industrial Policy & Promotion (DIPP).

For availing the relaxations, bidder is required to submit requisite certificate towards Start-up enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce.

Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of one year from being eligible to submit Bids for contracts with Punjab National Bank as per Annexure-9.

These relaxations shall only be given to the Start-ups recognized by Department of Industrial Policy & Promotion (DIPP) and MSE's having valid Udhyaam registration Certificate.

12. Purchase Preference Policy (PPP): Guidelines for eligibility of firms under PPP-make in India (MII) are as under: -

Procurement through Local Supplier (Preference to Make in India) will be done as per the "Public Procurement (Preference to Make in India) Order 2017 issued vide Department of Industrial Policy and Promotion (DIPP) Notification No. P-45021/2/2017-B.E-II dated 15.06.2017 and thereafter revised vide Notification No. P-45021/2/2017-PP (B.E-II) dated: 28.05.2018, No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 & No. P-45021/2/2017-PP(BE-II) dated 16.09.2020 and further revisions, if any.

The bidder (if local supplier) will have to submit certification that the offered item meets the minimum local content and shall give details of the Locations at which the local value addition is made through statutory auditor or cost auditor of the company or from a practicing cost accountant or chartered accountant giving the percentage of local content. Guidelines of GeM and /or latest Govt. guidelines shall be prevailed.

The guidelines under PPP-MII order and subsequent revisions as mentioned above shall be applicable subject to bidder submitting with Class-I/Class-II local content certificate for the quoted product.

Verification of local content:

- The local supplier at the time of tender, bidding or solicitation shall be required to provide certification (as per annexure 8) from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
- Decisions on complaints relating to implementation of this Order shall be taken by the General Manager which is empowered to look into procurement-related complaints relating to the procuring entity.
- False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.
 - A Supplier or Bidder shall be considered as Indian Supplier if
 - The entity is incorporated in India or,
 - A majority of its shareholding or effective control of the entity is exercised from India or,
 - More than 50% of the value of the item being supplied has been added in India

13. USE OF NAME/LOGO OF THE BANK:

The bidder shall not use for publicity, promotion or otherwise any logo, name, trade name, service mark, or trademark or any simulation, abbreviation, or adaptation of the same of the Punjab National Bank or any of its affiliates or the name of any Bank's employee or agent without Bank's prior written consent. Violation thereof shall constitute material breach of the terms of the contract/Agreement and shall entitle the Bank to take appropriate actions as available to it in law and the tender. Any publicity relating to the work to be carried out

towards the work is strictly prohibited. No information of any nature related to this project shall be disclosed to any third party unless otherwise necessary prior permission to Banks. The bidder or its employees or agents or directors will not make any statements or representations, directly or indirectly, orally, in writing, by word, or by gesture, to any person whatsoever about the services offered to the Bank.

14. INDEMNITY

The bidder agrees and hereby keeps the Bank indemnified and harmless at all times against all claims, actions, loss, damages, costs, expenses, charges, legal expenses (Attorney, Advocates fees included), etc which the Bank may suffer or incur on account of any deficiency in Services rendered by Service Provider or breach of any obligations mentioned in tender, including without limitation, breach of confidentiality obligations or any acts of commission / omission on the part of employees, agents, representatives or Sub-Contractors, etc 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. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate any agreement and to protect the Bank.

15. CONFIDENTIALITY

- (a) The bidder agrees that it will not disclose any Confidential Information received to any third parties under any circumstances without the prior written consent of the other party and shall use the Confidential Information only for the purposes of achieving objectives set out in the Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same. The bidder may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the Agreement. Upon expiration or termination of the Agreement and on all amounts as due and payable to Service Provider under the Agreement having been received by bidder, all proprietary documents, or materials or any data provided by the bank and data gathered from sites which are directly related to any project under the Agreement shall be delivered to the Bank and no copies shall be retained by Service provider without the Bank's written consent. Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Service Provider's performance under the Agreement.
- (b) The Bidder further agrees that it shall not disclosed any confidential information of the Bank to third party without express consent of the Bank in writing. The Bidder also agrees to protect the confidential information of the Bank with the same standard of care and procedures used by it to protect its own confidential Information.

16. VERIFICATION

Bank may, if deemed necessary, conduct verification of reference implementation to satisfy themselves on the performance of the solution/services offered with reference to their requirements.

The Bank reserves the right to verify all statements, information and documents submitted by the Bidder in response to the tender or the Bidding Documents and the Bidder shall, when so required by the Bank make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Bank shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Bank thereunder.

17. NON-EXCLUSIVITY

Notwithstanding anything contained, Bank reserves its right to appoint/engage one or more service provider(s) to provide like services concurrently or otherwise during the currency of this Agreement.

18. REPRESENTATIONS & WARRANTIES

The bidder represents and warrants in relation to itself that:

- a. It has all requisite corporate power and authority to execute, deliver and perform its obligations and has been fully authorized through applicable process to do so and that nothing contained herein or required in the performance here of conflict or will conflict with or give rise to a breach or default under, or permit any person or entity to terminate, any contract or instrument to which the party is bound.
- b. It has all the necessary authority and approval for execution of document and to bind his/their respective organization for due performance. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.
- c. It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including appropriate limited right of use of those owned by any of its service providers, affiliates or subcontractors) which it provides to the other Party, for use related to the Services to be provided under this Agreement, and that any IPR provided by a Party does not infringe the IPR status of any third party.
- d. It shall perform the Services and carry out its obligations with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices.
- e. It has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.
- f. It is in compliance and shall remain in compliance of all the statutory and regulatory guidelines on the subject.

19. LIMITATION OF LIABILITY

19.1 Successful Bidder/Vendor aggregate liability under the contract shall be limited to a maximum of the contract value.

19.2 For the purpose of the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the Bidder that gave rise to claim, under this tender. Successful Bidder/Vendor shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

However, in the following circumstances, limitation of liability shall not apply and the Successful bidder/vendor shall be liable for amount of cost, damages, compensation, penalty etc. suffered by the bank: -

- Liability of vendor for third party claims for IP Infringement;
- Liability of vendor (including third party claims) in case of bodily injury (including Death);
- Liability of vendor (including third party claims) in case of damage to real property and tangible property caused by the vendor ' gross negligence;
- Liability of the vendor in case of gross negligence or willful misconduct attributable to the vendor and/or its employees while providing services under this Agreement;
- Liability of the vendor in case of fraudulent acts or willful misrepresentation attributable to the vendor and/or its employees regarding the services provided under this Agreement;
- Breach of confidentiality by vendor;
- Employment liabilities for vendor's staff/employee relating to the period of their employment within contractual period while working with Bank;
- third party claims for Integrity Pact Infringement indemnity.
- Any liability/penalty/cost/compensation/charges etc. that cannot be capped or is excluded as a matter of applicable laws and imposed by the statutory authority/ government bodies/ court/tribunals etc. in relation to this Agreement, owing to the fault/ negligence of the vendor.

The liability of the bidder shall continue even after the expiry of the term of this agreement where cause of action has arisen during the tenure of this agreement.

For the purpose of the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the Bidder that gave rise to claim, under this tender.

The amount of loss, damages suffered by the Bank in the above case shall be determined by the Bank at its sole discretion and the same shall be final, conclusive and binding upon the bidder. The Bank may recover such loss/damage together with costs, expenses, charges etc. from the bidder from any amount payable by the Bank to the vendor or by debit to any of the accounts of the vendor with the Bank apart from initiating legal process for recovery of the loss and/or damage caused to the Bank.

20. CONTRACT AMENDMENTS

No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

21. CONFLICT OF INTEREST

Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Performance Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of liquidated damage for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the Bidding Documents and/or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

(a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

(i) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

(ii) subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

(b) a constituent of such Bidder is also a constituent of another Bidder;

or

(c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its

Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

(d) Such Bidder has the same legal representative for purposes of this Bid as any other Bidder

Or

(e) Such Bidder or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's. Information about, or to influence the Bid of either or each other;

or

(f) Such Bidder or any Associate thereof is the Application Solution Provider to Project or has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the Project.

22. STANDARD OF ETHICS:

I. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the Bidding Process.

II. Without prejudice to the rights of the Bank under Clause hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the Bidding Process, such Bidder shall not be permitted to participate in any further EOI /tender issued by the Bank at the discretion of Bank.

III. For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

(a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the Bidding Process has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Agreement, who at any time has been or is a

legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;

- (b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- (d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) Having a Conflict of Interest; and
- (e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

23. VENDOR'S OBLIGATIONS

- A. The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- B. The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the goods to the location where delivery is to be done. The Bank would only provide necessary letters if required for enabling procurement of the same.
- C. The Vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.
- D. The Vendor will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- E. The Vendor is responsible for managing the activities of its personnel or subcontracted personnel and will hold itself responsible for any misdemeanors.
- F. The Vendor will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the**

Bank as explained under “Non-Disclosure Agreement” in Annexure 12 of this document.

24. PATENT RIGHTS/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/software/application 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, it is to be paid, without delay. The Vendor shall indemnify the Bank against all third party claims.

25. RIGHT TO USE DEFECTIVE PRODUCT

If the goods are delivered in damaged condition or the specifications/quality varies than the stipulated one, the bank reserves the right to use/reject as it may deem fit. Further, in case bank decided to use the goods delivered, proportionate payment with usual deduction and/or penalty and/or liquidated damages may be made as per bank's discretion.

26. NO WAIVER OF BANK RIGHTS OR SUCCESSFUL BIDDER'S LIABILITY

Neither any payment sign-off by Bank, nor any payment by Bank for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by Bank shall affect or prejudice the rights of Bank against the finally selected bidders, or relieve the finally selected bidders of his obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in Bank to pay for alterations/ amendments/ variations, or discharge the liability of the successful bidder for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify Bank nor shall any such certificate nor the acceptance by him of any such paid on account or otherwise affect or prejudice the rights of the successful bidder against Bank.

27. BID INTEGRITY

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that Bank may take. All the submission, including any accompanying documents, will become property of BANK. The bidders shall be deemed to license, and grant all rights to BANK, to reproduce the whole or any portion of their solution for the purpose of evaluation, to disclose the contents of submission to other bidders and to disclose and/ or use the contents of submission as the basis for tender process.

28. PRE-CONTRACT INTEGRITY PACT

The Bidder should sign the Integrity Pact as per the Performa (Annexure-10) provided by the bank as per CVC guidelines. **Technical bids without signed integrity pact would not be evaluated.**

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 as per (Annexure –10).

Signing of IP with Bank would be one of the preliminary qualifications for further evaluation. In other words, entering into this pact would be one of the preliminary qualifications for this tender and the pact shall be effective from the stage of invitation of bids till the complete execution of the contract. Any vendor/ bidder who has not signed the document or refusing to sign shall be disqualified in the bidding process. Bidders, who wish to participate in the bid, shall have to submit duly filled, witnessed and signed Integrity Pact as per Annexure-10 on non-judicial stamp paper of Rs.100/- with the bank.

There shall be no negotiations regarding modification in the Integrity Pact and no such requests shall be entertained.

Details of Bank's IEM (**Independent External Monitors for enquiries related to integrity pact only**) is as under:

Sl. No.	Name of IEM	E-mail
1	Sh. Madhusudan Prasad (IAS-Retd.)	mprasad23@gmail.com

(the above are not to be contacted for generic tender related queries, for which queries may be directed to contact details mentioned in clause no. 5 of Instruction to bidders)

29. CLARIFICATION / AMENDMENT OF TENDER DOCUMENT

If deemed necessary, the Bank may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted.

30. MISCELLANEOUS

BANK reserves the right to verify the validity of bid information and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of tender or even after award of contract.

Bank reserves the right to appoint a consultant at any stage during bidding process.

During the term of agreement, bidder will not hire or retain, either as an employee or consultant any employee of Bank. During the contract period, Bank will also not hire or retain, either as an employee or consultant, any employee of the bidder. This shall not be applicable to the normal recruitment process of bank.

If EMD is forfeited for any reason, the concerned bidder will be debarred for 2 years from further participation in future tenders floated by the Bank as per sole discretion of the Bank. Bids from any vendor whose EMD/BG has been invoked by the Bank in the last three years, will NOT be accepted.

At any point of time, if the Bank comes to know about vendor not having competence of participating in such type/scale of requirement or suppression of any material fact, the vendor will be disqualified from participating in further process or contract will be cancelled. Bank at its sole discretion, may decide to visit the factory/offices of the vendor to verify its competence. **In case, in view of bank if the vendor is not capable enough in terms of Printing, Logistics, support infrastructure etc, bank reserves the right not to allow the vendor from further participating in the process.**

Vendor will have to comply with the provisions of all the applicable laws and shall be solely liable & responsible for compliance, concerning or in relation to Procurement/ printing of cheque books and rendering of related Services. Further, the Vendor would indemnify/make good for the losses suffered by the Bank for non-compliance or any claims against the Bank arising out of any non-compliance of government Rules/Regulations related to Printing of cheque books & related services.

The approx. quantity mentioned is only tentative. Bank does not guarantee procurement of any minimum quantity of various items. Further, the items may be added/modified/deleted and the given consumption pattern is only tentative. For the same item, there may be further variations.

A detailed contract agreement / SLA will be finalized after selection of successful bidder wherein bank may add some more terms and conditions in the contract agreements (SLA) as per tender scope as well as requirement of the project and feedbacks of vendors as it deems fit.

31. SUPPLY OF MICR PAPER

The Bank will supply the required quantity of MICR grade cheque paper. However the MICR paper will be provided by Bank and transportation of the MICR paper from Bank godown to printer premise is to be arranged by printer itself with proper security & in-transit insurance. The Bank's paper stock supplied for printing must be properly stored (distinctly separable from the stocks of other entities), if any, as a bailee by the Printer. The object is to ensure that there is no deterioration in its quality. **A name board is to be displayed prominently** indicating that it is the property of Punjab National Bank. All MIS reports at regular intervals, as desired by the Bank to be provided. The MICR paper should be utilised as per 'First-in first-out' basis.

Stock statement report **MIS 1** is to be provided monthly. The detailed stock statement data with bifurcation of base stationery, damaged paper received is to be provided in the format-**MIS 2** .A fortnightly stock statement is also required to be submitted as per **MIS 6**.They are also required to maintain registers for the damaged paper which is subjected to verification by the inspecting bank official.

Printer shall have to give balance confirmation in respect of MICR paper held with them at monthly as well as *quarterly interval or as decided by the Bank*. It shall be responsibility of the printer to reconcile the MICR paper account with the bank at that time.

A **No-lien certificate** against the Bank's paper stock would also be required to be submitted half yearly by the Security Printer on 31st March and 30th September each year within 10th of the following month.

32. PAPER INSURANCE

Printer shall keep the stock of paper/printed material of the Bank in their premises fully insured, at their cost upto Rs. 25 lakh at a time or equivalent to the cost of MICR paper whichever is higher & copy of the same be provided for the Bank records or if, the stock of paper/printed material of the Bank is insured by the Bank itself, premium for the same shall be recovered from the printer. The **original copy** of the same has to be submitted to the Bank. The renewed copy must be provided to the bank **15 days prior to expiry** or the bank will get the same renewed at the cost of printer.

33. DATA & SECRECY

33.1 Since, the customers' data that shall be provided by the bank to Security Printer is confidential & sensitive, the successful tenderer shall have to ensure its complete secrecy, safety & security and shall use the data only for printing of personalized cheque books and not for any other purpose in any case.

33.2 Successful tenderer shall also submit an undertaking not to part with or in any way divulge the information/data provided to the printer for processing and printing, to any unauthorized person and shall keep/preserve the record/data as per bank's requirement/legal laws. Bank may also stipulate changed requirement in this regard from time to time.

33.3 **Compromise with secrecy:** In case of compromise with Security of any type of data, Bank will **blacklist the** Security Printer and initiate suitable legal and criminal action for breach of trust.

33.4 The Printer shall be solely responsible & accountable for any loss caused to the Bank due to misuse of data provided by the Bank to the printers or loss of such data or theft/leakage of such data or capturing of wrong data on cheque books due to their negligence or otherwise.

33.5 Printer should maintain secrecy with regard to sharing of customer's data for printing of personalized cheque. Printer must sign a Non-Disclosure Agreement (NDA) with the Bank. **(Annexure 12).**

34. HOLIDAYS

Printer shall submit a list of holidays for approval of the bank, however, all national holidays and public holidays declared by competent authorities shall be treated as closed days. The printer shall adjust their working hours and weekly-off days/holidays suitably so that cheque book consignments are not delayed for any such reasons.

35. INSERTIONS

Bank may require to deliver certain message/information/publicity material to customers, along with the cheque books, which shall be inserted in the envelopes by the printer along with cheque book free of cost.

36. ART WORK

Printer shall have to develop at their own cost the design/art work of cheque leaves, requisition slips, record slips, cheque book cover and envelope of PCB and get the same approved from the bank before starting the printing. Bank can change the same from time to time as per its' requirement or regulatory guidelines. Further, the bank may, at any time, decide to have different art works for cheque leaves, requisition slips, record slips, cheque book covers or all.

During the tenure of this contract, art work of PCB and/or leaf of any other bank/banks, amalgamated with PNB shall also be printed at the contracted rate.

Bank may also undertake modification of different inputs/outputs for Personalized Cheque Books from time to time and the printer shall have to implement the same promptly with no extra cost.

Whenever the printer shall undertake printing of cheque book cover or base/ground printing of cheque leaves, they shall get its approval from the bank in duplicate. One copy to be kept by the printer and second copy shall be kept in bank's record. Printer shall print the date of data on cheque leaves at the time of every print run. The ground printing of cheques and cheque book cover printing shall be done for around 15 days requirement.

37. VISIT AT PRINTER LOCATION

After completion of tender process the Bank reserves the right to Visit at the printer's location & frequent fortnightly surprise visits will be conducted by our printing technologists or any other authorized officer to ensure that guidelines as mentioned are being adhered.

38. NEW PRINTERS

Printers, not carrying out PCB job of our Bank in recent past, shall be kept on trial for a period of 3 months. During this period a *small quantity of 500 cheque books or as decided by the bank* will be allotted for printing on per day basis. In case of satisfactory performance, quantity of cheque books may be increased even during trial period, at the discretion of bank. In case of unsatisfactory or 'not up to mark' performance, the action as provided elsewhere in this tender shall be taken.

If any Security printer does not perform satisfactorily as per our bank's requirements, it shall be given only one month's time to improve its performance. The bank shall not be bound to allow any extension time period in this regard

39. ALTERNATE ARRANGEMENTS

Security Printer shall have to ensure immediate standby/ alternate printing arrangement & other related operations in case of sudden failure/ breakdown/shut down of any type so that printing/dispatch of personalized cheque books of our bank goes uninterrupted. No additional cost shall be paid by the bank for it.

40. CCTV CAMERAS

The printer will maintain CCTV coverage for all the operations, including checking & packing, of the factory/godown and all security related aspects with preservation of **recordings** for 3 months.

41. Any other security related demand/requirements of the Bank during the contract period should be fulfilled by the printer within 1 month from the date of such intimation. No extra cost shall be paid to the printer for fulfilling such demands of the bank.

42. Tender should be submitted by the eligible security printers in Performa, provided herewith, completely filled in, along with all relevant documents. Incomplete bids will be summarily rejected. Any additional information to be provided by the tenderers may be submitted in relevant places provided or annexed separately. All the papers/documents submitted should be signed/self-attested by the authorized person (Proprietor /Partner/Director), as the case may be.

43. Technical bids shall be opened and examined first and if necessary, physical verification of machineries, equipment and infrastructure of the tenderer shall be got done by the Bank and commercial bids of only technically eligible bidders shall be opened on the date and time to be communicated to them in advance.

44. Bank reserves the right to reject any or all tenders without assigning any reason.

45. The successful vendor shall confirm by way of an undertaking that he has the requisite skill, knowledge, expertise, experience, infrastructure, capacity and capability to carry out the printing/checking/security and other related functions for personalized cheque books project of our bank.

46. The vendors shall be required to furnish GST details along with their tender. Further, they shall be required to comply with the GST requirements and Bank's corresponding procedure regarding billing and dispatching/lifting of paper/printed cheque books.

47. The printer shall ensure due diligence/KYC verification of its employees from time to time and shall preserve the information relating to the same in accordance with the law.

48. PRINTING ERRORS:

In case of any printing error and damage thereof (detected during manual quality checking of each cheque leaf), the particular damaged cheque sheet (3 cheque leaves) would be

branded as "CANCELLED" by the person engaged in printing job and hand over the same to another person not connected with the printing and especially authorized by the company (Security Printer) to handle the records related to re-printing job.

In case of any printing error, the printer will re-print the cheque leaves under Reprint- process and keep a manual of such re-printing in a **register** to be signed by maker and checker (Authorized Person).

The authorized person would allow reprinting of the particular damaged cheque. After re-printing exercise, at the day end, these cancelled cheque would be tallied with the re-printing log (containing Serial no. of cheque, ID of the person who allowed re-printing, date of re-printing, account number) and given to shredding unit for shredding of cancelled cheque. The damaged leaf along with other cheque leaves of that particular account will be handed over to **checker** identified for the purpose for shredding and it will be done in his presence.

After shredding (by a different person) the damaged cheque leaves, the details would be signed by the employee and checked by authorized person. The reprinting log / audit trail would be provided to the Bank at the time of audit by the Bank. These logs should be preserved **even beyond 90 days of general back up**.

49. LIQUIDATED DAMAGES

Being prestigious/sensitive job in nature, the printers shall have to ensure error free & timely printing & dispatch of personalized cheque books and the same shall also form one of the basis of evaluation of their performance. However, penalty shall be imposed on the printers for rejections, wrong printing and delay in delivery of the cheque books as under, subject to revision from time to time:-

SI.No	REASONS	AMOUNT OF PENALTY
I	Rejections during printing or any shortage of MICR paper	110% of Cost of MICR paper and no Printing charges to be paid
II	Wrong printing (detected after dispatch) (Minor mistake not resulting in rejection of cheque book)	Rs.50 per Cheque Book or cost of cheque book whichever is lower
III	Wrong printing (detected after dispatch) (Resulting in rejection of cheque book)	Rs.150 per cheque book + cost of Cheque Book Cost of printing + cost of paper + legal expenses on account of any suits and claims against the Bank, if any, will be recovered
IV	Variation in Art Work or in printing or in ink density of fugitive/florescent/ordinary ink or void pantograph (detected after dispatch)	Rs.5,000/- per order, in case of any deviation from the approved sample/requirement.
V	Defective perforation/binding	Rs.25/- per cheque book or cost of cheque book whichever is higher.

VI	Dispatch of cheque books with wrong variable data/ wrong address/ wrong requisition slip etc.	Rs.1,500 per cheque book or as may be decided by the bank
VII	Dispatch of cheque books with missing/ duplicate/ additional leaves	Rs.1,500 per Cheque Book
VIII	Delay in Handover /delivery of PCBs to courier/postal dept.	Up to 24 hrs. – Rs. 3 per article Beyond 24 hrs- Rs.5 per article per 24 hrs
IX	Misuse/loss/theft/ leakage of data	As may be decided by the bank
X	Other mistakes	As may be decided by the bank
XI	Wrong sequencing	Cost of paper to be reimbursed to the Bank + transportation expenses and fresh printing at the printers cost has to take place.
XII	If errors occur in the same count on three or more occasions within six months	Bank may discontinue placing orders with the vendor along with/ or imposition of penalty.

Note: Besides penalty, the bank may also reduce the quantum of job being allocated to the printer, for such period, as may be decided by the bank. AGM (Printing & Stationery Dept.) shall be the authority to increase/decrease the penalty imposed, as stated above, considering the circumstances of each case.

50. If the Printer fails to deposit the loss amount claimed by the bank or the penalty imposed by the bank for the negligence in any manner, or otherwise, the bank shall have the full right to recover the same from the bills &/or to forfeit or recover the amount out of security deposit &/or take such other action, legal or otherwise, as it may deem proper.

51. Printer will maintain separate record books for the Bank. The record must be preserved for at least 10 years.

52. REGISTERS TO BE MAINTAINED AND MIS FORMATS

The printers have to maintain registers which are subject to verification and audit to track the data along with the quantity of paper wastage on account of MIS as below.

The Security Printer should maintain following registers for inspection by inspecting/visiting bank official.

SL	Name of Register/MIS Report
1	MONTHLY PAPER STOCKS STATEMENT
2	MONTHLY STOCKS STATEMENT OF BASE STATIONERY
3	STOCK STATEMENT OF BASE STATIONERY FOR CHECKING

4	WASTAGE AND SHREDDING REGISTER FOR PRINTED SHEETS
5	SHREDDING REGISTER FOR DAMAGED PAPER
6	MISTAKES REGISTER

A list of regular MIS reports as below are required to be submitted by the printers. The Bank, however, reserves the right to be provided with other types of data for MIS by the printers as and when required in due course of time. However, note that any critical matter with operational risks/ Customer focus is to be brought to the notice of the Bank separately by specific mail/ letter highlighting the area of concern.

53.1 STOCK STATEMENT (MIS 1).

The Security Printer should submit monthly stock statement of MICR paper incorporating details of damaged/defective MICR paper held by them on a particular date as per format attached. The monthly stock statement to reach by **10th of next month.**

53.2 STOCK OF BASE STATIONERY (MIS 2)

The stock of Base Stationery should be recorded immediately after conversion from the normal MICR paper. Daily consumption report (number of cheque leaves used) and balance of Base Stationery thereof should be maintained as running report and will have to be communicated to the designated official and / or the designated Department, for audit / checking / monitoring purpose at regular intervals, as desired by the bank **both in electronic and physical form.** For smooth functioning of the system, the printer should invariably install a sophisticated counting machines for error free report.

53.3 WASTAGE REGISTER AND SHREDDING REGISTER (MIS 4)

Bank has the right to recover cost of paper consumed in excess of permissible wastages. Wastages at printing stage due to jamming should be kept separately and accounted for. A daily record is to be made in wastage register in which separate folio should be made on account of Punjab National Bank. Details of wastage per month has to be recorded in register and reported monthly (with reasons behind the same). Monthly Report for MICR paper consumption- **MIS 2** including reports on Shredding/ wastage in printing and binding unit- **MIS 3 & 4** to be provided every month.

Should be kept in custody of Supervisor and shredding records including details to be maintained separately for Punjab National Bank. Count in wastage register kept in print shop is to be reconciled with count in register kept with Shredding Supervisor, if separate registers are maintained for shredding alone. Use of shredder should be with authorized personnel.

53.4 DAMAGED PAPER (MIS 5)

Any external defect in MICR paper is to be brought to the attention of the immediately, preferably same day failing which the bank shall not be responsible in any way. **A proper noting**

of the same to be mentioned in MIS 5. Any instance of shredding of MICR paper by Printer has to be in the presence of officials of the bank.

The printer will set aside the paper and after getting the permission of the bank for shredding the paper, proceed to do so after entering in a separate section of shredding register **duly witnessed and overseen by Bank officials** along with 2 senior Personnel of the Unit. The paper is **not to be shredded unless it is witnessed by Bank's authorized officials**. The reduction in paper stock reflecting the destroyed stock would appear in the paper Stock statement of the following month citing references of approval accorded by the Bank.

54. INSPECTION AND QUALITY CONTROL TESTS & AUDIT

- i. **Regular visits** *will be done with or without prior notice of all the warehouses/printer premises of the vendor by our technical officers /auditors/third party for checking the quality of the end product (printed forms/registers).*
- ii. The selected vendor shall inform the tentative fortnightly schedule (in advance) related to printing of bank's cheque books. On visit by the bank's official, the selected vendor shall fully cooperate with the bank's official and should not restrict the bank's official from collecting samples (printed/unprinted) from their premises. Further, the authorised officials of the vendor and visiting official together should sign and stamp the samples lifted from their premises.
- iii. CTEO of CVC may also visit the warehouse /printer premises of the vendor for inspection and their suggestions/observations/deductions, if any. It will be the vendor's responsibility to promptly comply/rectify their suggestions/observations/deductions. Any cost for testing will be borne by printer.
- iv. The vendors must use papers manufactured from good quality virgin pulp (wood/agro waste based) only to print the various forms i.e requisition slips, cheque book covers etc.
- v. The selected vendor shall, whenever required, furnish all relevant information, records, and data to such auditors and / or inspecting officials of the Bank / Reserve Bank of India and or any regulatory authority / Bank's consultant / Testing agency entrusted by the Bank to carry out this work and paper purchase invoices/ mill testing report for the paper used for printing of Banks printed forms and registers. Any cost for testing will be borne by printer.

Bidder Information (attach separate sheet, if required)

Name of Printer _____

PART A: ESTABLISHMENT

1	Name of company				
2	Address- Registered Office				
3	Address- Factory (enclose copy of license)		a. Address of paper storage- b. Address of Printing unit-		
4	Constitution (Proprietorship/Partnership/Public/Pvt. Company)				
5	Date of incorporation (Activity as per incorporation) (copy of certificate of incorporation to be enclosed)				
6	Activity as per incorporation				
7	Names of Directors/Partners/Prop.				
8	Name of Bankers & Type of accounts maintained				
9	Registration with local civic authorities, if any (Give name of authority & type)				
10	Is the unit registered as an MSE (if yes, give registration number along with valid certificate)				
11	Is the unit registered under shop & estb. act/factory act (if yes, give registration number & authority)				
12	Is the unit GST registered (if yes, give GST.no. & date of regn.)				
13	Key personnels				
S.No	Designation	Age	Experience	Qualifications	Responsibilities

14	Whether empanelled with IBA, if yes, since when and date of last renewal (enclose proof)	
15	Details of any outstanding complaints / litigations with IBA/Banks /Govt. etc.	
16	Website Contact Person(s): Phone E-mail	

PART B: PAST PERFORMANCE

PART B: PERFORMANCE					
1	Since when security printing activity started by the company				
2	Formats or printing undertaken (book form or continuous sty. Or both)				
3	Type of major activities undertaken during the past 3 years				
4	Whether any specialized/ unique security features in security instruments have been printed in the past (If yes, give details)				
5	Total turnover (Rs. In lacs) (security printing only) (please submit the copies of Balance sheet & Profit and Loss in support of it) A certificate prepared by Chartered accountant (containing the UDIN number) is to be submitted for financial years 2021-22,2022-23 and 2023-24, certifying the amount of turnover related to printing of MICR cheque for scheduled commercial banks. This certificate is to be submitted in addition to the Balance sheet & profit and loss statement.	Financial Year	Turn-over (lacs)	Profit/Loss(-) in lacs	Net worth
		2021-22			
		2022-23			
		2023-24			
6	Quantum of printing of security instruments (Please include only number of original security instruments only, copies if any should not be included. Value should be the	<u>Period</u>	<u>Total no.of Security Instruments</u>	<u>Value(Rs.)</u>	
		2021-22			
		2022-23			

	charges received.)	2023-24		
7	Whether infrastructure for personalized cheque book printing is Available (if yes, give details of process and equipment)			
8	Whether personalized cheque books are being printed for any banks (if Yes, give names of banks and quantum. Preferably enclose specimen)			
9	Any other relevant information			

PART C: INFRASTRUCTURAL FACILITIES & SECURITY

1	Whether factory premises are owned or rented	
2	Total area of factory premises	
3	Total covered area (you may attach a sketch of factory premises)	
4	Whether factory premises are fenced as per IBA guidelines (give details)	
5	Area of paper godown and storage capacity at a time for reels/reams (in KG)	
6	Type of paper godown (specify features in respect of safe storage of bank's paper)	
7	Whether godown is directly accessible from machine room	
8	Whether all operations of paper godown are recorded & checked	
9	Whether unit is carrying out only security printing jobs	
10	If general printing jobs are also undertaken, whether security & general printing sections and paper godowns are segregated, if yes, how ?	
11	Whether designing, processing & plate making are done within the premises	
12	How many shifts, the unit is working	

13	Total installed power connection	
14	Total connected load	
15	Alternate power arrangements during power failures	
16	Whether any vehicles for transportation of security forms are owned, if yes give details	
17	Whether visitors register is maintained at factory gate & no unauthorized entry is allowed	
18	Whether physical search of all workers is undertaken while leaving the factory	
19	Whether all workers wear pocket less uniform	
20	Whether closed circuit TV surveillance system is installed & working	
21	Whether job cards for each order / lot is maintained	
22	Whether record of issue, consumption, wastage & destruction of security paper is maintained	
23	Whether record of mistakes/ Replacement of leaves etc. Is maintained	
24	Details of security arrangements	
25	Whether security is managed by self or through private security agency	
26	Any other relevant information	

We confirm that we continue to be on the panel of IBA as MICR security printers and are not debarred in any way from doing MICR security printing work for the banks. We also confirm that we fulfill the criteria of IBA in respect of security arrangements and infrastructural facilities.

LIST OF MACHINERY**Name of Printer:**

Sl.no	Item, Model & Technical details	Make	Year of manu- fac- ture	Year of purchase	Quantity	Capacity

We confirm that all the above machinery is owned by the company / firm and are installed in the factory premises at the address specified in the application form. We also confirm that all the above machinery is in good working condition.

Authorized Signatures with rubber stamp

Proforma for Self certification on company's letter head for security requirements.

Reg: Tender for selection of vendors for printing of Personalized Cheque Book (PCB) in different denominations

I/We hereby certify that our company is having following security measures to comply the requirements of the tender:-

(a) 24 X 7 Security Guards

(b) 24 hrs. CCTV Surveillance with Minimum 3 months recording

Authorized signatory

Sign

Seal

Date

Proforma for Self certification on company's letter head for fire safety requirements

To
The Assistant General Manager
Punjab National Bank,
Centralised Procurement & Partnership Division
Fourth floor, 5, Sansad Marg, New Delhi 110001

**Reg:Tender for selection of vendors for printing of Personalized Cheque Book (PCB)
in different denominations**

I/We hereby certify that our company is having fire and safety system with fire exits, alarms, sprinklers and smoke detector system.

Authorized signatory

Sign

Seal

Date

**STOCK OF MICR PAPER HELD ON BEHALF OF PUNJAB NATIONAL BANK
NO - LIEN CERTIFICATE**

To
The Assistant General Manager
Punjab National Bank,
Centralised Procurement & Partnership Division
Fourth floor, 5, Sansad Marg, New Delhi 110001

This is to certify that the stock of MICR paper held by us on behalf of Punjab National Bank as onin our godown / at the site of our printing press does not have any lien with any other Bank / entity. The stock is free from any encumbrances.

AUTHORISED SIGNATORY

AGREEMENT

This agreement is made at New Delhi on this _____

Between

Punjab National Bank, a body corporate, constituted under the Banking Companies (Acquisition and transfer of Undertaking) Act, 1970, having its Corporate Office at Plot No. 4, Sector 10, Dwarka, New Delhi – 110075 and amongst other offices its Centralised Procurement & Partnership Division, Fourth floor, 5, Sansad Marg, New Delhi Hereinafter referred to as "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 "Supplier"/vendor, which expression shall mean to include its successors in title and permitted assigns) of the Other Part (Details of the authorized signatory be mentioned along with the details of Board Resolution pursuant to which such person was authorized to execute the agreement, CIN of the company be mentioned.):

WHEREAS

(i) The Bank is desirous of **selection of vendors for for selection of vendors for printing of Personalized Cheque Book (PCB) in different denominations** and

(ii) The Supplier is in **the business of printing of Personalized Cheque Book (PCB) in different denominations** and has agreed to provide the supply as may be required by the Bank mentioned in the tender No. _____ dated _____ along with its clarifications/corrigendum issued by the Bank, referred hereinafter as a "Tender" and same shall be part of this Agreement.

Supplier has emerged as successful bidder after the entire bid process and after awarding of contract by bank to the supplier, the Bank and the supplier agree to enter into this agreement on the terms and condition set out hereunder:

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the said conditions of contract hereinafter referred to:

2. The following documents, terms and conditions contained therein shall form and construe as integral part and parcel of this agreement and be read as part and parcel of this agreement, viz.

a. Original tender document.

- b. Relevant correspondence all letter/ correspondence forming parts of contract and referred to in acceptance letter.
- c. Acceptance letter
- d. Bill of quantities.

3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities of discrepancies the latest documents issued by the Bank shall prevail over the earlier documents.

4. In consideration of payment to be made by the Bank to the vendor as hereinafter mentioned, the vendor hereby covenants with the Bank to perform execute, complete and maintain the work in due respects and in conformity with the provision of the contract and tender documents.

The Bank hereby covenants to pay the vendor in consideration of the execution, completion of the work such sums as shall become payable hereunder at the time(s) and in the manner prescribed in the said conditions and price schedule of quantities / bill of quantities prescribed in the contract.

All disputes or differences whatsoever arising between the parties shall be settled amicably. If parties are not able to solve amicably, the same shall be settled by arbitration in accordance with Arbitration and Conciliation Act 1996. Venue of arbitration shall be at New Delhi. The sole arbitrator shall be appointed mutually.

SIGNED AND SEALED AND DELIVERED BY THE

Said (Name)
on behalf of the vendor
In the presence of

Name:

Address:

Signature:
Seal of Firm/Company

Said (Name)
on behalf of the Bank
In the presence of

Name

Address:

This form is included in the tender documents only for the information of the bidders. Only the successful bidder will be in due course, required to complete the form detailing the term and conditions as provided in RFP.

(Self-certification on letter head with company seal)

Acceptance of Terms & conditions:

We agree to abide by all the terms and conditions as laid down in the tender document unconditionally and shall execute the Bank's jobs on the bank's terms and conditions and adhere to the delivery schedule. We have necessary experience and expertise to undertake the printing of Personalized Cheque Book (PCB) in different denominations as per bank's prescribed specifications.

(Authorized Signatory)

(Please affix company's rubber stamp)

Name **Designation**

Address:
.....

E- mail:

Mobile No:

CERTIFICATE OF LOCAL CONTENT

(Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal.)

Date:

To,
The Assistant General Manager,
Centralised Procurement & Partnership Division
Fourth floor, 5, Sansad Marg,
New Delhi 110001

Dear Sir/Madam,

Ref: Tender for selection of vendors for printing of Personalized Cheque Book (PCB) in different denominations

This is to certify that proposed _____ works/services/goods as per scope of work mentioned is having the local content _____% as defined in the above mentioned tender document and amended thereto.

This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide order No. P-45021/2/2017-PP (BE-II) dated 4th June 2020 & Revision vide order no. P-45021/2/2017-PP (BE-II) dated 16th September 2020 and its amendments (if any).

Signature of Statutory Auditor/Cost Auditor Registration Number

Or

(cost accountant or practicing chartered accountant)

Seal

Counter-signed:

Bidder

Certified copy of board resolution for appointment of statutory/cost auditor should also be enclosed with the certificate of local content.

Bid Security Declaration

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

To,
The Assistant General Manager,
Punjab National Bank,
Centralised Procurement & Partnership Division
New Delhi 110001

**Reg: Tender for selection of vendors for printing of Personalized Cheque Book (PCB)
in different denominations**

Dear Sir

We declare that if we withdraw or modify our bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, we note that we will be suspended for the period of one year from being eligible to submit bids for contracts with Punjab National Bank.

Place: [Signature of Authorised Signatory]

Date:

Name:

Designation:

Seal:

UNDERTAKING FOR INTEGRITY PACT

(on letter head with company seal)

Date:

The Assistant General Manager
Punjab National Bank,
Centralised Procurement & Partnership Division
Fourth floor, 5, Sansad Marg, New Delhi 110001

**Sub: Tender for selection of vendors for printing of Personalized Cheque Book (PCB)
in different denominations**

Dear Sir,

I/We acknowledge that Punjab National Bank is committed to follow the principle of transparency equity and competitiveness as enumerated in the Integrity Agreement enclosed with the tender /bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by Punjab National Bank. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 6 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, Punjab National Bank shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

Integrity Pact

(To be submitted by all prospective bidder/s on Rs.100 non judicial stamp paper)

1. General

1.1 This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2024, between, on one hand, the Punjab National Bank acting through Shri _____, Designation of the officer, Punjab National Bank having its Head Office at 1st Floor, GSAD, Plot No 4, Sector - 10, Dwarka, Delhi 110075. (hereinafter called the "BUYER", which expression shall, mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part.

and

M/s. _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part,

1.2 WHEREAS the BUYER intends to award contract for "Tender for selection of vendors for printing of Personalized Cheque Book (PCB) in different denominations" and the BIDDER/Seller is willing to offer/has offered the said Items and

1.3 WHEREAS- the BIDDER is a proprietary/ private company/ public Company/ Government Undertaking/ partnership/ registered export agency, constituted in accordance-with the relevant law in the, matter and the BUYER is a Public Sector Bank.

1.4 NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any Influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

1.5 Enabling the BUYER to obtain the desired product at a competitive price in conformity with the defined specifications by avoiding the high cost and the adverse impact of corruption on public procurement, and

1.6 Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the, contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereby agree to enter into this Integrity Pact and agree as follows:

2. Commitments of the BUYER

2.1 The BUYER, undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour, or any material or immaterial benefit or

any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

2.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford added advantage to that particular BIDDER in comparison to other BIDDERS.

2.3. All the officials of the BUYER will report to the appropriate Bank office for any attempted/completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima-facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3. Commitments of BIDDERS

3.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it.

3.2. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantages, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2. The BIDDER further undertakes that it has not given, offered or promised, to give, directly or indirectly any bribe, gift; consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Bank.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or

intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and details of services agreed upon for such payments.

3.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.7. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.8. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.10. If the BIDDER or any employee of the BIDDER or a person acting on behalf of the BIDDER, either directly or indirectly is a relative of any of the officers of the BUYER or their family members, agents, brokers alternatively, if any relative of an officer of the BUYER has financial interest / stake in the BIDDER'S firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.

3.11. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgressions

4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could Justify BIDDER's exclusion from the tender process.

4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1. While submitting commercial bid, the BIDDER shall deposit an amount of Rs. 41.60 Lakhs as Earnest Money/ Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Draft or a Pay Order in favour of Assistant General Manager, Punjab National bank, Centralised Procurement & Partnership Division, New Delhi.

(ii) A confirmed guarantee by an Indian Nationalized Bank excluding Punjab National Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP),

5.2. The Earnest Money/Security Deposit shall be valid up to a period of one year or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3. In case of successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond. In case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact

5.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1. Any breach of aforesaid provisions by the BIDDER or any one employed by it or action on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
- (iv) To recover-all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest

thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- (v) To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with Interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of two years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1. (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IC of the Indian Penal code, 1860 or Prevention of Corruption Act 1988 any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

The BIDDER undertakes that he has not supplied/ is not supplying similar Product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India, or PSU and if it is found at any stage that similar product/ systems or sub systems was supplied by the BIDDER to any other Ministry/ Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. **Independent Monitors**

8.1. The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Independent External Monitor of Bank is

Sl.	Name of IEM	E-mail	Mob. No.
1	Sh. Madhusudan Prasad (IAS-Retd.)	mprasad23@gmail.com	9717585556

(the above is not to be contacted for generic tender related queries, for which queries may be directed to contact details mentioned in section-1, Bid Details)

8.2. The 'task' of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3. The Monitors shall not be subject to instructions by the representatives, of the parties and perform their functions neutrally and independently.

8.4. Both the parties accept the Monitors have the right to access all the documents relating to the project /procurement, including minutes of meetings.

8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon, his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation, the same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

8.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer the Monitor the option to participate in such meetings

8.8. The Monitor will submit a written report to the designated Authority of BUYER/ Secretary of the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. **Facilitation of Investigation** In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. **Law and Place of Jurisdiction** This Pact is subject to Indian Law. The place of performance and jurisdiction is Delhi.

11. **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. **Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 1 year or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2. Should one or several provisions of this Pact turn out to be invalid; the remainder of, this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____.

BUYER

BIDDER

Name of the Officer

Chief Executive Officer

Designation

Punjab National Bank

Witness

Witness

1. _____

1. _____

2. _____

2. _____

NDA (Non-Disclosure Agreement)
(on Stamp paper of appropriate value)

This Confidentiality –cum- Nondisclosure Agreement is entered into at _____ on this _____ day of _____ 2024, between _____ (Insert Name of the Service Provider) a company within the meaning of Companies Act, 1956, having its Registered Office at _____ (herein after called Vendor) and Punjab National Bank, a Body Corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at Sector 10, Dwarka Delhi – 110 075 and inter-alia, its Centralised Procurement & Partnership Division at 5 Sansad Marg, New Delhi – 110001 (herein after referred to as 'PNB').

The Vendor and PNB would be having discussions and negotiations concerning the establishment of and during continuance of a business relationship between them as per Agreement dated _____ (hereinafter referred to as 'Agreement').

In the course of such discussions and negotiations, it is anticipated that either party may disclose or deliver to the other party certain of its trade secrets or confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship. The parties have entered into this Agreement, in order to assure the confidentiality of such trade secrets and confidential and proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as the 'Disclosing Party' and will include its affiliates and subsidiaries, the party receiving such Proprietary Information is referred to as the 'Recipient', and will include its affiliates and subsidiaries.

Now this Agreement witness the: -

1. Proprietary Information:

As used in this Agreement, the term 'Proprietary Information' shall mean all trade secrets or confidential or Proprietary Information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such trade secret or confidential or Proprietary Information is disclosed by the Disclosing Party to the Recipient. Notwithstanding the forgoing, information which is orally or visually disclosed to the recipient by the Disclosing Party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party, within 10 (ten) days after such disclosure, delivers to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.

2. Confidential Information:

In this Agreement "Confidential Information" means all information belonging to a Party that is or has been disclosed to one Party (the "Receiving Party") by the other Party (the "Disclosing Party") in connection with the business transacted/ to be transacted between the Parties. Confidential information shall also include any copy, abstract, extract, sample, note or module thereof. The Receiving Party may use the Confidential Information solely for and in connection with the business transacted/ to be transacted between the Parties. The term 'confidential information' shall include all written or oral information (including information

received from third parties that the 'Disclosing Party' is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential information shall also include, without limitation, software programs, technical data, methodologies, knowhow, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, customer information and business information of the 'Disclosing Party'. Confidential information shall also include, without limitation, information identified as being proprietary and/or confidential or pertaining to pricing, marketing plans or strategy, volumes, financial or technical or service matters or data, employee/ agent/ consultant/ officer/ director related personal or sensitive data software programs, technical data, passwords encryption tools, methodologies, know-how, processes, designs, new products, development work, marketing requirements, marketing plans, disaster recovery plans, customer names, prospective customer names, customer information, customer databases, business information and any information which might reasonably be presumed to be proprietary or confidential in nature of the "Disclosing Party". Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes or is in possession of the Receiving Party, legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

3. Confidentiality:

a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far, as may be required for the proper exercise of the Parties' respective rights under this Agreement. b) The term 'confidential information' shall include all written or oral information (including information received from third parties that the 'Disclosing Party' is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential information shall also include, without limitation, software programs, technical data, methodologies, know-how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, customer information and business information of the 'Disclosing Party'.

4. Non-Disclosure of Proprietary Information:

For the period during the Agreement or its renewal, the Recipient will: (a) Use such Proprietary Information only for the purpose for which it was disclosed and without prior written

authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others. (b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its confidential information of similar importance: and (c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those 3rd party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

5. Limit on Obligations:

The obligations of the Recipient specified in clause 3 & 4 above shall not apply and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary Information: a) is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient, b) is in the Recipient's possession at the time of disclosure otherwise than as a result of the Recipient's breach of a legal obligation; c) becomes known to the Recipient through disclosure by any other source, other than the Disclosing Party, having the legal right to disclose such Proprietary Information. d) Is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or e) Is required to be disclosed by the Recipient to comply with applicable laws or governmental regulation, provided that the recipient provides prior written notice of such disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

6. Return of Documents:

The Recipient shall, upon the request of the Disclosing Party, in writing, return to the Disclosing Party all drawings, documents and other tangible manifestations of Proprietary Information received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event it is not inclined to proceed further with the engagement, business discussions and negotiations, or in the event of termination of this Agreement, the Recipient party will promptly return to the other party or with the consent of the other party, destroy the Proprietary Information of the other party.

7. Communications:

Written communications requesting or transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing) M/s _____ (PNB) Attn: _____ Attn: _____

8. Term:

The obligation pursuant to Clause 3 & 4 (Confidentiality and Non- Disclosure of Proprietary Information) will survive for 2 years following the term of the Agreement dated _____. Nothing herein contained shall be construed as a grant by implication, estoppel, or otherwise or a license by either party to the other to make, have made, use or sell any product using Proprietary Information or as a license under any patent, patent application, utility model, copyright or any other industrial or intellectual property right covering same.

9. Damages:

Both parties acknowledge that the proprietary & Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, neither party shall use the Confidential Information in a manner that will jeopardize or adversely affect in any manner such future strategies, plans, business activities, methods, processes, information, and/or competitive and strategic advantage of the Disclosing Party. b The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach, in addition to other remedies, which may be available, the party violating the terms of Agreement shall be liable for the entire direct loss and damages on account of such disclosure to the extent of court awarded damages. c Bidder agrees to indemnify the Bank against all loss suffered due to breach of terms of this agreement and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties d The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach. e No failure or delay by either party in exercising or enforcing any right remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

10. Permitted disclosure.

The provisions of paragraph 2 shall not restrict any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the other party of such requirement with a view to providing the opportunity for the Provider to contest such disclosure or otherwise to agree the timing and content of such disclosure.

11. Ownership of Information

Except to the extent as agreed herein, the Confidential Information and copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party or its clients and its disclosure shall not confer on the Receiving Party any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Agreement.

12. No Representation

Neither the disclosure, transmission receipt or exchange of Confidential Information nor anything else in this Agreement will constitute an offer by or on behalf of the Disclosing Party or be construed as soliciting any business or organization changes or any assurance of any

business commitment or an inducement to incur / undertake any obligations not specified herein and neither party will be under any obligation to accept any offer or proposal which may be made by the other or on behalf of such other party.

13. No Assignment

This Agreement shall not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party. This Agreement shall inure to the benefit of and will be binding upon the parties" respective successors and permitted assigns.

14. Severability

In the event that any of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect by a Court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions contained in this agreement will not be in any way affected or impaired by such a finding.

15. Delay or Waiver

No delay or failure of either Party in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver or an expectation of nonenforcement of such right or any other rights hereunder. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

16. Governing Law

The provisions of this Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts in Delhi. All disputes or differences whatsoever arising between the parties shall be settled amicably. If parties are not able to solve amicably, the same shall be settled by arbitration in accordance with Arbitration and Conciliation Act 1996. Venue of arbitration shall be at New Delhi.

17. Indemnity

Each party shall indemnify the other party from any and all claims including third party claims, causes of action, suits, damages or demands, whatsoever, arising out of breach of this Agreement by the indemnifying party as and when such claims, actions, damages or demands becomes payable under law including any governmental, regulatory, judicial or quasi-judicial determination.

18. Modification

Modification to any of the provisions of this Agreement shall be void unless it is writing and duly executed by Parties.

19. Miscellaneous

- a. This Agreement shall not be modified, changed or discharged, in whole or in part, except by a further Agreement in writing signed by both the parties.
- b. This Agreement will be binding upon and ensure to the benefit of the parties hereto and it also includes their respective successors and assigns.
- c. Each party will bear its own costs in connection with the activities undertaken in connection with this Agreement.
- d. Nothing in this Agreement is intended to confer any rights/ remedies under or by reason of this Agreement on any third party.
- e. The Agreement shall be construed and interpreted in accordance with the laws prevailing in India.
- f. The Confidential terms of the SLA to be executed between the parties shall be read as part and parcel of this Agreement. And parties shall be bound by the terms mentioned therein.

In witness whereof, the parties hereto have agreed, accepted and acknowledged and signed these presents, on the day, month and year mentioned herein above.

For M/s _____
Authorized Signatory
Shri _____
Designation _____
For Punjab National Bank
Authorized Signatory
Shri _____
Designation _____

**Proforma of the Bank Guarantee for Earnest Money Deposit
(To be stamped in accordance with stamp act)**

Ref: Bank Guarantee # Date

To
The General Manager
Centralised Procurement & Partnership Division
Fourth floor, 5, Sansad Marg, New Delhi 110001

Dear Sir,

In accordance with your bid reference no. _____
Dated _____ M/s _____ having its
registered office at _____ herein after
Called 'bidder') wish to participate in the said tender for selection of vendors for printing of
Personalized Cheque Book (PCB) in different denominations. An irrevocable Financial Bank
Guarantee (issued by a nationalized / scheduled commercial Bank) against Earnest Money
Deposit amounting to Rs. _____ Rupees (in words _____) valid up to is re-
quired to be submitted by the bidder, as a condition for participation in the said bid, which
amount is liable to be forfeited on happening of any contingencies mentioned in the bid
document.

M/s _____ having its registered office at
_____ has undertaken in pursuance of their offer to Punjab Na-
tional Bank (hereinafter called as the beneficiary) dated _____ has expressed its in-
tention to participate in the said bid and in terms thereof has approached us and requested
us _____ (Name of Bank) _____ (Ad-
dress of Bank) to issue an irrevocable financial Bank Guarantee against Earnest Money
Deposit (EMD) amounting to Rs /- _____ Rupees (in words _____) valid up to.

We, the _____ (Name of Bank) _____ (Ad-
dress of Bank) having our Head office at _____ therefore Guarantee
and undertake to pay immediately on first written demand by Punjab National Bank, the
amount Rs. _____ Rupees (in words _____) without any reservation, pro-
test, demur and recourse in case the bidder fails to Comply with any condition of the bid or
any violation against the terms of the bid, Without the beneficiary needing to prove or
demonstrate reasons for its such demand. Any Such demand made by said beneficiary shall
be conclusive and binding on us irrespective of any dispute or difference raised by the bid-
der.

This guarantee shall be irrevocable and shall remain valid up to _____. If any further
extension of this Guarantee is required, the same shall be extended to such required period

on receiving instructions in writing, from _____, on whose behalf guarantee is issued.

"Notwithstanding anything contained herein above Our liability under this Bank guarantee shall not exceed Rs _____ Rupees (in words_____).

This Bank guarantee shall be valid up to_____. We are liable to pay the guaranteed amount or any part thereof under this Bank guarantee only if you serve upon us a written claim or demand, on or before hours (Indian Standard Time) where after it ceases to be in effect in all respects whether or not the original Bank guarantee is returned to us."

In witness whereof the Bank, through its authorized officer has set its hand stamped on this_____ Day of _____2024 at _____

Name of signatory

Designation

Email ID:

Contact No.

Bank Common Seal

Undertaking for Non – Blacklisted & Caution List of RBI
(To be submitted on Bidder's Letter Head)

To
The Assistant General Manager
Centralised Procurement & Partnership Division
Fourth floor, 5, Sansad Marg, New Delhi 110001

Sir,
Reg.: Tender for selection of vendors for printing of Personalized Cheque Book (PCB) in different denominations

In case of demerged entities (by virtue of corporate restructuring exercise, etc.) bidding in this RFP in line with Office Memorandum No. F.8/78/2023-PPD dated 12.10.2023 of (Department of Expenditure (DoE), Ministry of Finance (MoF), Government of India:

We M/s _____
a company incorporated under the Companies act, 1956/Companies Act 2013/LLP Act, 2008 with its headquarters at, _____ do hereby confirm that we have not been blacklisted/debarred/banned at the time of submission of the bid by any Regulator/Statutory body/Government/ Government agency/Banks/Financial Institutions/PSU in India. Also we are not in the caution list of RBI

(Strike off if not applicable):

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

Thanking You,
Yours faithfully,

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

Proforma of Commercial bid

(Bidders are instructed to quote their rate on Government e Market place (GeM) portal only)– Rates submitted in physical forms will not be considered by the bank and will result in disqualification of the bid.

Name of item	Period	Tentative Quantity	Total cost (inclusive of GST) in INR
printing of Personalised cheque books (PCB) in different denominations & other operations & stationery mentioned in scope of work	Two years	52.00 crore cheque leaves ±25%	Rs. XXXX.XX

The quoted rates are all inclusive (inclusive of GST) of cover pages, requisition slip, record slip, and envelope. The MICR paper will be provide by Bank and transportation the MICR paper from Bank godown to printer premise is to be arranged by printer itself with proper security & in-transit insurance.

Applicable rate of GST as on bill date shall be paid by the Bank. These are confirmed rates and valid for 2 years and further extendable by One year at the bank's discretion.

The L-1 will be decided by lowest total cost quoted on GeM portal and rate of per leaf will be determined by dividing the L-1 cost by no. of cheque leaves. The order will be placed as per "rate per leaf." Payment will be released on actual quantity ordered.

A separate sheet (component wise rate card) is to be uploaded by bidder on GeM portal(duly signed and stamped from bidder) under commercial bid in following format:

Name of item	Tentative Quantity	Per cheque leaf base price (exclusive of GST and other charges and operations)	GST %	Total cost (inclusive of GST) in INR
printing of Personalised cheque books (PCB) in different denominations & other operations & stationery mentioned in scope of work	52.00 crore	To be filled by bidder	to be filled by bidder	to be filled by bidder
	(a)	(b)	(c)	(d) = (a) x (b) x (100+c)%

Note:

1. The above rate inclusive of all charges/expenses like cheque book cover, cheque leaves printing, gathering, perforation, die cut/punching, sewing, binding, requisition slip & Record slip, then insertion of books into envelope, pasting and pressing etc. Cost to be quoted in Indian rupees.

Escalation matrix

(To be submitted on Bidder's Letterhead with company seal)

To
The Assistant General Manager
Centralised Procurement & Partnership Division
Fourth floor, 5, Sansad Marg,
New Delhi 110001

Sir

Reg.: Tender for selection of vendors for printing of Personalized Cheque Book (PCB) in different denominations

We hereby submit the escalation matrix of our organization (M/s _____) for Punjab National Bank's Tender for selection of vendors for printing of Personalized Cheque Book (PCB) in different denominations as following:

Sl. No.	Escalation Level	Name	Designation	Contact No	Email ID
1	Escalation Level 1				
2	Escalation Level 2				
3	Escalation Level 3				
4	Escalation Level 4				
5	Escalation Level 5				

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Seal of Company:

Undertaking for Labour Law Compliance
(To be submitted on Bidder's Letterhead)

To
The Assistant General Manager
Centralised Procurement & Partnership Division
Fourth floor, 5, Sansad Marg,
New Delhi 110001

Sir

Reg.: Tender for selection of vendors for printing of Personalized Cheque Book (PCB) in different denominations

We, M/s_____ undertake that we are solely liable and responsible for compliance of applicable Labour Laws and other rules regulations and ordinances applicable in respect of our employee, agents, representatives and sub-contractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provident fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the Bank shall have no liability in this regard. We also agree and undertake that during the entire period of RFP process and also during the entire period of the contract/SLA we will not employ or engage any personnel / individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948 and other laws as applicable.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Seal of Company:

Certificate regarding Procurement from a Bidder which shares land border with India for Tender for selection of vendors for printing of Personalized Cheque Book (PCB) in different denominations

(To be submitted on Bidder's Letterhead)

We M/s _____, having its registered office at _____ have directly participated in the captioned tender hereby undertake that we have read the clauses stated in the Office Memorandum issued by Ministry of Finance, Government of India on the Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 dated 23 July 2020 and amendments & clarifications hereto regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. We certify that we are not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

(Strike off whichever is not applicable):

We certify that we are not from such a country and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

OR

We are from such a country and are registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

If at any time our undertaking is found false or non-compliant with the above order of the Ministry of Finance, Bank may immediately terminate the contract and may take legal action in accordance with the law.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Seal of Company:

Authorization Letter for Authorized Signatory
(To be provided on letter head of each OEM/OSD)

To,
The Assistant General Manager
Centralised Procurement & Partnership Division
Fourth floor, 5, Sansad Marg,
New Delhi 110001

Sir,

REG.: Tender for selection of vendors for printing of Personalized Cheque Book (PCB) in different denominations

I, _____(Name of the Director/ Company Secretary/ Equivalent Authorized Board member), _____(Designation) hereby undertake that _____(name of the official), _____(Designation), is authorized to issue all the required documents including clarification, gap documents, etc. related to this RFP under his/her signature for participation in the captioned RFP process through our authorized partner/service provider M/s _____

The signature of _____(name of the authorized signatory) is attested herewith.

Signature of Authorized Signatory _____ (Attested)

Date: _____

Place: _____

Yours faithfully

Signature of Director/Company Secretary/Equivalent Authorized Board Member

Name of the Signatory:

Designation:

Seal of Company:

Performa for the Bank Guarantee for Performance Security Deposit
(To be stamped in accordance with stamp act)

Punjab National Bank
Head Office,
HO: Centralised Procurement & Partnership Division,
Plot-5, Sansad Marg,
New Delhi-110001

In Consideration of Punjab National Bank, HO: Centralised Procurement & Partnership Division, Plot-5, Sansad Marg, New Delhi-110001 (hereinafter called 'the beneficiary') having rate contract dated XXXXXXXX on M/s XXXXXXXXXXXXXXXXXXXXX., having its registered office at XXXXXXXXXXXXXXXXXXXX (hereinafter called "the Supplier") for "Tender for selection of vendors for printing of Personalized Cheque Book (PCB) in different denominations" to Punjab National Bank against the purchase orders to be placed under the aforesaid rate contract to the supplier.

We, _____ having our Head office at _____ and carrying on business amongst other places at _____ (hereinafter called the Bank), do hereby irrevocably and unconditionally guarantee the due performance of the contract by the supplier for "Tender for selection of vendors for printing of Personalized Cheque Book (PCB) in different denominations" If the said supplier fails to maintain the system or any part thereof as per the contract and on or before the schedule dates mentioned therein, we -----, do hereby unconditionally and irrevocably agree to pay the amounts due and payable under this guarantee without any demur and merely on demand in writing from you during the currency stating that the amount claimed is due by way of failure on the part of supplier or loss or damage caused to or suffered / or would be caused to or suffered by you by reason of any breach by the said supplier of any of the terms and conditions of the said contract, SLA, NDA or by reason of supplier's failure to perform the said contract, in part or in full. Any such demand made on us shall be conclusive as regards the amount due and payable under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs. XXXXXX-(Rs. XXXXXXXXXXXX only), valid for XXXXXX months.

You are entitled to invoke this guarantee full or in parts subject to the maximum limit of Rs. XXXXXX/-(Rs. XXXXXX only), within the validity period of this guarantee including claim period. We -----, further agree that this guarantee shall continue to be valid till XXXXXX you certify that the supplier has fully performed all the terms and conditions of the said contract and accordingly discharge this guarantee or until XXXXXXXX, whichever is earlier. Unless a claim or demand is made on us in writing under this guarantee on or before XXXXXXXX, we shall be discharged from all our obligations under this guarantee. If you extend the schedule dates of performance under the said contract, as per the terms of the said contract, the supplier shall get the validity period of this guarantee extended suitably and we agree to extend the guarantee accordingly at the request of the supplier and at our discretion, provided such request is served on the bank on or before XXXXXX. Failure on part of the supplier in this respect shall be treated as a breach committed by the supplier and accordingly the amount under this guarantee shall at once become payable on the date of receipt of demand made by you for payment during the validity of this guarantee or extension of the validity period. That, if the bank guarantee is not renewed for any reason

whatsoever, on or before the expiry guarantee, entire amount guarantee shall become forth with due and payable to the beneficiary and the bank shall pay the amount to the beneficiary without any demur on a written demand. You will have fullest liberty without affecting this guarantee to postpone for any time or from time to time any of your rights or powers against the supplier and either to enforce or forebear to enforce any or all of the terms and conditions of the said contract. We shall not be released from our liability under this guarantee by the exercise of your liberty with reference to the matters aforesaid or by reason of any time being given to the supplier or any other forbearance act or omission on your part or any indulgence by you to the supplier or by any variation or modification of the said contract or any other act, matter or thing whatsoever which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability here under. We further agree that this Guarantee shall not be in any manner whatsoever affected by reason of change in constitution of the supplier or including but not limited to any Insolvency or Liquidation of the supplier nor will this Guarantee be in any manner whatsoever be affected by any merger, amalgamation or absorption of the beneficiary, the same shall be valid and effective for the beneficiary constituted by merger, amalgamation, absorption etc.

In order to give full effect to the guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the supplier hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights if any which are in any way inconsistent with the above or any other provision of this guarantee. The words the supplier i.e. M/s XXXXXXXX, the beneficiary i.e. Punjab National Bank, and ourselves i.e. --- -----, unless repugnant to the context or otherwise shall include their assigns, successors, agents, legal representatives. This guarantee shall not be effected by any change in the constitution of any of these parties and will ensure for and be available to and enforceable by any absorbing or amalgamating or reconstituted company or concern, in the event of any of the party undergoing any such absorption, amalgamation or reconstitution. This guarantee shall not be revocable during its currency except with your prior consent in writing. Our liability under this Guarantee is absolute, unconditional, irrevocable and unequivocal and this Guarantee is distinct and independent of any contracts between the suppliers and / or any contracts between Beneficiary and supplier. We further agree that the Bank's liability under this Guarantee and the beneficiary's right to recover the amount of this Guarantee from the Bank shall not be in any manner whatsoever be affected or prejudiced by reason of any dispute/s between the supplier and the beneficiary irrespective of whether any proceedings in respect of any such dispute/s has been instituted before any Court, Authority or Forum by whatever name of designation called anywhere in India.

Notwithstanding anything contained hereinabove:

1. Our liability under this bank guarantee shall not exceed Rs. (Rs. only).
 2. This bank guarantee shall be valid up to and
 3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before XXXXXXXX.
- Dated XXXXXXXX at XXXXXXXX

UNDERTAKING FROM THE BIDDER

Date:

To
The Assistant General Manager
Punjab National Bank,
Centralised Procurement & Partnership Division
Fourth floor, 5, Sansad Marg, New Delhi 110001

Sir,

Reg: Our bid in response to your tender for selection of vendors for printing of Personalized Cheque Book (PCB) in different denominations

We submit our Bid Documents herewith. We understand that

- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form/bank's format. Till such a formal contract is prepared and executed, this bid shall constitute a binding contract between us and bank.
- If our bid is accepted, we are responsible for the due performance of the contract.
- You may accept or entrust the entire work to one vendor or divide the work to more than one vendors without assigning any reason or giving any explanation whatsoever.
- Vendor means the bidder who is decided and declared so after examination of commercial bids.

Dated at _____ this _____ day of _____ 2024

Yours Sincerely

For _____

Signature: _____

Name: _____

MONTHLY PAPER STOCKS STATEMENT												
PUNJAB NATIONAL BANK												
FOR THE PERIODS..... TO												
PAPER SPECIFICATION MICR CHEQUE PAPER SIZE : 44.5 CM x 57.5 CM/95 GSM/ 12.2 KG.												
SL NO	DATE	QUANTITY IN REAMS AND SHEETS										
		OPEN- ING BAL- ANCE	PAPER RE- CEIVED	TO- TAL	DAM- AGED STOCK AT GO- DOWN	TOTAL PAPER IS- SUED FROM THE GO- DOWN FOR PRINT- ING	PA- PER UN- DER PRO- CESS	ADDI- TIONAL PAPER ISSUED FROM THE GO- DOWN	DAM- AGED PAPER SENT TO SAFE KEEP- ING/ SHRED- DING	PHYSI- CAL STOCK OF PA- PER AT THE GO- DOWN	NET STOCK OF PA- PER AT GO- DOWN	RE- MA RKS
A	B	C	D	E= (C+D)	F	G	H	I	J	K	J = (E-F- G) = (H+I+J+K)	J

Certified that,

1. The Bank's paper stock reported in this statement has been taken from the relative figures in the stock Register maintained at the press and that the same agrees with the actual.

2. The stock are fully covered by insurance against Standard Fire & Allied Perils and Burglary (including theft) shield Policy.

Policy No..... valid up to

3. The Stock of paper belonging to PUNJAB NATIONAL BANK has been segregated and can be inspected at any time, without notice by Bank's representative.

Date:

Place:

Name and designation with Company Stamp

(Authorised Signatory)

MONTHLY STOCKS STATEMENT OF BASE STATIONERY									
PUNJAB NATIONAL BANK									
FOR THE PERIODS..... TO									
BASE PRINTING IN 12 UPS									
SL NO	DATE	QUANTITY IN REAMS AND SHEETS							
		OPEN- ING BAL- ANCE AT PRINT- ING UNIT	PAPER RE- CEIVED	TOTAL BASE PRINTED SHEETS	DAM- AGED STOCK DUR- ING- PRINT- ING	DAM- AGED BASE PRINTED SHEETS SENT FOR SHRED- DING	NET BASE PRINTED SHEETS SENT FOR CHECK- ING	WORK ORDER NO.	RE- MARKS
A	B	C	D	E= (C+D)	F	G	H= E-F	I	J

Certified that,

1. The Bank's paper stock reported in this statement has been taken from the relative figures in the stock Register maintained at the press and that the same agrees with the actual.

2. The stock are fully covered by insurance against Standard Fire & Allied Perils and Burglary (including theft) shield Policy.

Policy No..... valid up to

3. The Stock of paper belonging to PUNJAB NATIONAL BANK has been segregated and can be inspected at any time, without notice by Bank's representative.

Date:

Place:

Signatory)

Name and designation with Company Stamp

(Authorised

STOCK STATEMENT OF BASE STATIONERY FOR CHECKING									
PUNJAB NATIONAL BANK									
FOR THE PERIODS..... TO									
BASE PRINTED SHEETS IN 12 UPS									
SL NO	DATE	QUANTITY IN REAMS AND SHEETS							
		OPENING BALANCE AT CHECK- ING UNIT	BASE PRINTED SHEETS RE- CEIVED	TO- TAL	DAM- AGED STOCK DUR- ING- CHECK- ING	DAM- AGED BASE CHECKED SHEETS SENT FOR SHRED- DING	NET BASE PRINTED SHEETS SENT FOR CHECK- ING	WORK ORDER NO.	REMARKS
A	B	C	D	E= (C+D)	F	G	H= E-F	I	J

Certified that,

1. The Bank's paper stock reported in this statement has been taken from the relative figures in the stock Register maintained at the press and that the same agrees with the actual.

2. The stock are fully covered by insurance against Standard Fire & Allied Perils and Burglary (including theft) shield Policy.

Policy No..... valid up to

3. The Stock of paper belonging to PUNJAB NATIONAL BANK has been segregated and can be inspected at any time, without notice by Bank's representative.

Date:

Place:

Name and designation with Company Stamp

(Authorised Signatory)

**PRINTING WASTAGE & SHREDDING REPORT
PUNJAB NATIONAL BANK**

SHREDDING REGISTER FOR PRINTED SHEETS							
SL.NO.	DATE	W/O No./ Reference No.	QUANTITY OF DEFECTIVE PAPER IN SHEETS	NATURE OF DE- FECTS/REA- SONS FOR WASTAGE	Shredded by Date & Time	Shred- ded by (with name and sign)	Verified by (with name and sign) ONLY IN THE PRES- ENCE OF BANK OFFI- CIAL

**PRINTING WASTAGE & SHREDDING REPORT
PUNJAB NATIONAL BANK
SHREDDING REGISTER FOR DAMAGED PAPER**

S L. N O .	DA TE	W/O No./ Ref- er- ence No.	QUANTITY OF DEFECTIVE SHEETS IN 3 UPS			MA- CHIN E	SHI FT	Nature of De- fects/Rea- son for wastage	Shre dded by Date & Time	Shred- ded by (with name and sign)	Verified by (with name and sign)
			Dur- ing Base Print- ing	Base Printed sheets	Variable Data Printed sheets						

**PRINTING WASTAGE & SHREDDING REPORT
PUNJAB NATIONAL BANK
MISATKES REGISTER**

SL. NO	DATE	W/O No./ Refer- ence No.	QUANTITY OF WRONG PRINTED SHEETS IN 3 UPS	Account number	Chequ e no.	Nature of De- fects/R eason for wast- age	RE- PRINTE D BY	RE- PRINT- ING VERI- FIED BY	RE- MARKS

Checklist

Reg.: Tender for selection of vendors for printing of Personalized Cheque Book (PCB) in different denominations

S No.	Document	Submitted (Yes/No)	Page No.
1	All required documents as per Eligibility Criteria		
2	EMD or exemption certificate, Proforma of the Bank Guarantee for Earnest Money Deposit is attached as Annexure-13		
3	Annexure 1 - Bidder Information		
4	Annexure 2 – LIST OF MACHINERY		
5	Annexure 3 - Proforma for Self certification on company's letter head for security requirements		
6	Annexure 4- Proforma for Self certification on company's letter head for fire safety requirements		
7	Annexure 5- STOCK OF MICR PAPER HELD ON BEHALF OF PUNJAB NATIONAL BANK NO - LIEN CERTIFICATE		
8	Annexure 6- Agreement performa		
9	Annexure 7- Acceptance of Terms & conditions		
10	Annexure 8- CERTIFICATE OF LOCAL CONTENT		
11	Annexure 9 - Bid Security Declaration		
12	Annexure 10- UNDERTAKING FOR INTEGRITY PACT		
13	Annexure 11 – Perfroma for INTEGRITY PACT		
14	Annexure 12- NDA (Non-Disclosure Agreement)		
15	Annexure 14 Undertaking for Non – Blacklisted & Caution List of RBI		
16	Annexure 16 Escalation matrix		
17	Annexure 17 Undertaking for Labour Law Compliance		

18	Annexure 18 Certificate regarding Procurement from a Bidder which shares land border with India for Tender for selection of vendors for printing of Personalized Cheque Book (PCB) in different denominations		
19	Annexure 19 Authorization Letter for Authorized Signatory		
20	Annexure 21 UNDERTAKING FROM THE BIDDER		
21	MSE/Start-up Exemption Certificate (in case bidder is seeking MSE exemption)		
22	All pages of the bid document shall be initialed by the person or persons signing the Bid.		