

# **PUNJAB NATIONAL BANK**



## **(E-TENDER) TENDER DOCUMENT FOR PROCUREMENT OF 10.00 Lakhs GOLD LOAN POUCHES**

Dated: 07.12.2024

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

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## **TIME SCHEDULE & OTHER DETAILS OF THE TENDER**

1	Date of commencement of Bidding Process.	07.12.2024
2	Last date and time for sale of Bidding Documents	30.12.2024 up to 13:00
3	Last date and time for receipt of queries from bidders for Clarifications	16.12.2024 up to 13:00
4	Date of Pre-Bid Meeting	17.12.2024 at 15:00
5	Last date and time for Online bid submission (both Technical & Commercial) (Hash submission)	30.12.2024 up to 13:00
6	Last date and time for online Bid Re-Encryption	From 30.12.2024 at 14:01 to 31.12.2024 Upto 11:00
7	Time for submission of technical supporting document (Hard Copy)	From 25.12.2024 at 11:00 to 31.12.2024 11:00
8	Date and Time of Technical Bid Opening	31.12.2024 at 13:00
9	Place of Submission of Bids	The Assistant General Manager Punjab National Bank, Centralised Procurement & Partnership Division, 5, Sansad Marg, New Delhi 110 001
10	Place of opening of Bid	Punjab National Bank, Centralised Procurement & Partnership Division, 5, Sansad Marg, New Delhi 110 001
11	Address for communication	As above
12	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.	Rs. 2,30,000 (Rupees Two Lakhs Thirty 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:  IFSC: PUNB0015300 Bank & Branch: Punjab National Bank, Sansad Marg, New Delhi -110001 Account No. 0153002100572949 (16 digits) EMD account – HO IT Division (Proof of the transaction to be submitted along with the bid documents).

13	Contact to bidders	Interested Bidders are requested to send the email to <a href="mailto:krishna.mithra@pnb.co.in">krishna.mithra@pnb.co.in</a> and <a href="mailto:cppd.processing@pnb.co.in">cppd.processing@pnb.co.in</a> , containing following information, so that in case of any clarification, the same may be issued to them: (a) Name of Bidder, (b) Contact person, (c) Mailing address with Pin Code, (d) Telephone No., Fax No., Mobile No. (e) e-mail etc.
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## NOTE

1. All the interested Bidders, who have not registered earlier with e-procurement site (<https://etender.pnbnet.in>), would have to register with our e-procurement site. Bidders to ensure to get themselves registered timely, at least two working days before the Hash submission date, to avoid last moment issues.

2. Bidders are advised to go through Bidders Manual available on <https://etender.pnbnet.in> for registration and submission of tenders. It should be ensured by the Bidder that after Bid submission the status should be "Bid Hash Prepared". Bidder will not be allowed to re-encrypt the Bid after last date and time of Online Bid submission is over if the status is not "Bid Hash Prepared".

3. Bidders are required to strictly submit their bids in electronic form using the e-procurement system at <https://etender.pnbnet.in> by using their digital certificates of class II and above (both encryption and signing). Bidders are advised to keep digital certificates (or tokens) ready at time of submission of bid. Use of Digital Certificate is mandatory for participation in e-tendering process. Bidders should ensure that Digital token has not expired or corrupted at the time of e-tendering process.

4. Bidders are advised to go through Bidders Manual for Browser settings and Java settings required for participation in the bid. Follow each & every step mentioned in Bidder Manual. If bidder still faces any problem, he/she should immediately contact Bank Helpdesk on telephone No. 011-23765468 or email us at [eprocurement@pnb.co.in](mailto:eprocurement@pnb.co.in).

5. Bids received after closing of the bid in the e-procurement system will be auto-rejected by the system. Please note that HASH SUBMISSION and BID RE-ENCRYPTION are mandatory activities, failing which Bank will not accept the hard copy of Technical bid.

6. The Indicative commercial bids are to be submitted online only.

7. Bidders should submit bids well before time rather than waiting for last moment to avoid any technical glitches or networking issues etc. at their end.

8. Bidders are requested to use a reliable internet connection (data cable/ broad band) to safeguard themselves. Bank is not responsible for telephone line glitch, internet response issues, hardware hangs etc., at bidder's end.

9. If Bidders have any queries, they may call us at Helpdesk Telephone No 011-23765468 from 10.00 am to 05.00 pm (except Sundays and Bank holidays).

## **DISCLAIMER**

The information contained in this 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 in 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 document 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 document.

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 or un-responsive to the bidding Document and its terms and conditions of the tender 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.

## **INSTRUCTIONS TO BIDDERS**

### **1. INTRODUCTION**

Punjab National Bank is one of the largest public sector banks with more than 10500 CBS compliant Branches 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.

Bank invites Technical and Commercial bids from manufacturers capable of manufacturing and supplying 10,00,000  $\pm 25\%$  quantity of Gold Loan Pouches to our branches on pan India level. The required quantity is to be ordered in one year.

The scope of work/ description of Goods as given in the tender documents can be further modified in future by the Bank.

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:

<b>Sl. No.</b>	<b>ELIGIBILITY CRITERIA</b>	<b>Documentation required</b>
1	Bidder should be an established and registered firm (including proprietorship & partnership firm /company)	Bidder to give certificate of incorporation or any other certificate of registration issued by Competent Authority from Government.
2	The bidder (manufacturer or authorised distributor) should have supplied similar job (with same or higher specifications as mentioned in scope of work) to Public Sector Banks/Public Sector Undertakings/ Large Organizations regularly for at least last 3 years i.e., for FY 2021-22, FY 2022-23 and 2023-24	Copy of purchase order/any other relevant document to the satisfaction of the bank for all 3 financial years.
3	The bidder should have successfully supplied 4,00,000 pouches (with same or higher specification as mentioned in scope of work) to Public Sector Banks/ Public Sector Undertakings/ Large Organizations in at least one of the last five years ending 30.09.2024.	Certificate from the institution's concerned division relating to satisfactory performance, quantum of work done in specified year.

4	<p>The Bidder should have minimum average annual turnover of Rs. 55.00 lakhs during preceding three financial years i.e. 2021-22, 2022-23 and 2023-24</p> <p>This must be individual firm/company turnover and not of any group of firms/ companies.</p> <p>The net worth of the Bidder should not be negative on 31.03.2024 and should have not eroded by more than 30% in the last three financial years, as on 31.03.2024.</p>	<p>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:</p> <ul style="list-style-type: none"> <li>• Stating the amount of turnover for last 3 financial years i.e. 2021-22, 2022-23 and 2023-24.</li> <li>• Stating the tangible net worth for last 3 financial years i.e., 2021-22, 2022-23 and 2023-24</li> </ul> <p>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.</p>
5	<p>Bidder should not be debarred by any Govt./ PSU/Scheduled commercial bank.</p>	<p>Bidders, should submit an undertaking on their letterhead as below:</p> <p>“We have not been blacklisted/debarred by the Bank or any other institution during last three financial years and current financial year from participating in future tenders”</p>
6	<p>Bidder/printer should have necessary arrangement for printing &amp; fabrication of Gold Loan pouches preferably under one roof.</p>	<p>Self – certification on company letterhead</p>

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

1. All Annexures duly filled, signed and stamped.
2. MSE/ Start-up exemption certificate
3. Caution List of RBI – Undertaking from bidder.
4. GST Registration Certificate/ PAN number and all other necessary approved licenses required by the law be submitted.
5. 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 will be final and binding to all the bidders in this regard.
- b) Documentary evidence as explained in detailed “eligibility criteria’ must be furnished and non-submission of supporting documents may disqualify the Bidder.
- c) 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.

### **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. Further, in terms of above Board resolution, in case the authorized person delegates authority to another person of the company to sign the Bid documents, Power of Attorney in original (from authorized person duly 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 13– Authorization Letter- issued by the Competent Authority of the company.

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. 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.

### **5. 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.

## **6. 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 e-procurement portal and will be binding on all who are Interested in bidding.

## **7. PERIOD OF VALIDITY OF BIDS:**

Bid shall remain valid for 90 days from the date of opening of price bid. A bid valid for shorter period shall be rejected by the Bank as non-responsive.

## **8. LATE BIDS**

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

## **9. 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.

## **10. 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.

## **11. 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.

## **12. 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.

## **13. 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.

#### **14. EARNEST MONEY**

Rs. 2,30,000 (Rupees Two Lakhs Thirty 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:

IFSC: PUNB0015300

Bank & Branch: Punjab National Bank, Sansad Marg, New Delhi -110001

Account No. 0153002100572949 (16 digits) EMD account – HO IT Division

(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-6. 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 Startup-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. In case of bidders being technically unsuccessful, EMD shall be returned within 30 days from the date of result of technical evaluation. The EMD will be returned to the successful bidder upon submission of Performance Bank Guarantee and no interest will be payable on EMD amount.

#### **15. 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.

## 16. CONTENT OF DOCUMENTS TO BE SUBMITTED:

Documents required in Technical bidding:

### 17.1 Proof of Earnest Money Deposit

**Note: Firms registered under MSEs would be exempted from submission of earnest money subject to furnishing of valid Udhya certificate for claiming exemption.** Bid security Declaration certificate is to be submitted by MSEs and start-ups claiming exemption.

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

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

17.4 Any other document indicating features of the offered facilities.

17.5 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.

## 18. 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 Bank's e-procurement portal. Representatives of the Bidders who choose or wish to attend are welcome. Bidders are advised to check bank's e-procurement portal for any change in date and time of bid opening.

## 19. BID CURRENCY

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

## 20. 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.

## 21. BIDDING SUBMISSION PROCESS

The response to the present tender will be submitted in two parts:

- **Technical bid**
- **Commercial bid**

The bidders will have to submit the technical bid in Bank's e-procurement system as well as in hard copy and commercial bids in only online form through Bank's e-procurement system. All documents/letters, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).

### **TECHNICAL BID**

The Technical bid must be submitted in hard bound file in a sealed envelope superscribing "Technical Bid response against **Tender for procurement of Gold Loan Pouches**" & also online. Unsealed envelopes will not be accepted. TECHNICAL BID will contain all the supporting documents regarding eligibility criteria, scope of work, Technical aspects, Compliance statement and Terms & Conditions etc. mentioned in the RFP, and NOT contain any pricing or commercial information at all (Commercial information is to be submitted online only). Technical bid documents with any commercial information will be rejected.

### **COMMERCIAL BID**

The bidder shall submit the commercial bid as per the format given in Annexure 17 – Commercial Bid.

The Commercial offer should give all relevant price information as per the commercial bid format and should not contradict the Technical Bid document in any manner.

## **22. Pre-Bid Meeting & Pre-Bid Queries**

Bidders/OEMs are required to submit pre-bid queries, before the date of pre bid meeting. Queries are to be submitted by sending the same on Bank's email IDs as mentioned in the RFP document. Bidders are also required to bring hard copy of the same queries on their letter head, duly signed and stamped by their authorized signatory on the date of pre bid meeting. Bidders are required to submit the pre-bid queries in the following format in excel file only:

<b>Sr. No.</b>	<b>RFP Page No.</b>	<b>RFP Clause Name &amp; No.</b>	<b>RFP Clause</b>	<b>Bidder's Query/Suggestion/Remarks</b>

Bidders/OEMs interested to attend the pre-Bid meet should send their authorization letter from their competent authority (hardcopy/email) to attend the pre-bid meeting clearly stating the name, designation and contact number. **Only those Bidders/OEMs whose queries and authorization letter have been received at least one working day prior to the Pre-Bid meeting date may attend the pre-bid interaction.**

All Bidders should carry their ID card issued by their company. Only two persons per bidder shall be allowed to attend the Pre-Bid meeting. No person shall be allowed to attend the Pre-Bid meeting without Proper Authorization letter from their Company and without their Official ID Cards issued by their company. (Any other ID proof such as PAN, DL or AADHAAR card will not be accepted).

Bidders are required to go through the RFP and any subsequent Corrigendum/clarifications meticulously and submit their queries timely to avoid any last minute issues.

## 23. SUBMISSION OF BIDS

Bidders are required to strictly submit their bids in electronic form using the e-procurement system at <https://etender.pnbnet.in> by using their digital certificates of Class II and above (both encryption and signing). All the interested bidders should register themselves in the e procurement system <https://etender.pnbnet.in> for submitting the bids online, if they have not done earlier. The RFP document and further corrigendum, if any can also be downloaded from Bank's websites [www.pnbindia.in](http://www.pnbindia.in) & <https://etender.pnbnet.in>. Bids received after closing of the bid in the e-procurement system are summarily rejected without any reason. **The commercial bid should be submitted online only.**

All the Annexures and bid documents are to be uploaded in pdf format during the online bid submission and the same along with technical supporting documents should be submitted manually before the final date & time of bid submission at the following address:

The Assistant General Manager  
Punjab National Bank,  
Centralised Procurement & Partnership Division,  
5, Sansad Marg,  
New Delhi 110 001

The hard copy of the technical bid to be submitted should contain all the required annexures in original. Bidder to ensure submission of bid strictly as per the requirement of the RFP. **Kindly do not submit any extra documents/certificate which are not required.** At the time of physical submission of bid, bidder has to show acknowledgement e-mail received after completion of the bid submission in proof of having submitted the bid online.

**24. Tender Time:** Bidder may bid within 21 days from the date of uploading bid document by the Bank on e-procurement portal.

## 25. Modification and /OR withdrawal of Bids

The bidder, after submitting the bid, is permitted to withdraw, substitute or modify the bids without forfeiture of Bid Security/ EMD, provided these are received, up to the last date and time of receipt of the tender. Any such request received after the prescribed last date and time of receipt of tenders shall not be considered. No bid may be

withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity. Withdrawal of a bid during this period will result in forfeiture of the bidder's bid security (EMD) and other sanctions.

## **26. BID EVALUATION AND AWARD CRITERIA**

After opening of the technical bids, all the documents and annexure (except commercial documents/offer) will be evaluated first by the Bank.

### **First Stage: (Technical Evaluation)**

1. Bid document must be submitted in a single hard bound file. (No loose pages must be submitted). All pages of the Bid Document must be serially numbered and must be signed as per the authorized signature (in PoA) by the authorized signatory and stamped by Bidder's Official seal. All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/third party. Power of Attorney (PoA), Non-Disclosure Agreement (NDA), Bank Guarantee, Integrity Pact must be submitted to the Bank in Original.

2. All third party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should invariably be mentioned. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the genuineness/authenticity of any third party document may make the bid liable for rejection.

3. Technical bid opening will be done in presence of authorized representatives of all the bidders (if they choose to be present) who have submitted technical bid successfully (both online & in Hard Bound File) within the stipulated time lines set by the Bank.

4. First of all, the RFP Cost and EMD of all bidders will be verified. If any RFP Cost/EMD is not found in order, that bidder will be declared ineligible for further participation in the tender process.

5. After that technical bids will be evaluated based on the eligibility criteria defined in the RFP document. Bids complying with all the eligibility criteria and confirming compliance to all the terms & conditions of RFP document would be further evaluated on technical parameters.

6. Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed for further process.

7. PNB will determine to their satisfaction whether the bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of PNB will be final in this regard.

8. The determination will take into account bidder's financial, technical and support capabilities as per RFP, based on an examination of documentary evidence submitted by bidders.

9. The Bank reserves the right to accept or reject any product/ item/ technology/ module/ functionality proposed by the bidder without assigning any reason thereof. The Bank also reserves the right to reject any Bid, in case any of the Technical Specification as per Annexure XI is not in compliance to Bank's requirement. Decision of the Bank in this regard shall be final and binding on the bidders.

### **Compliance to terms and conditions of the RFP, corrigendum (if any)**

I. Bank will determine to their satisfaction whether the bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of Bank will be final in this regard. The determination will take into account bidders financial, technical and support capabilities as per RFP, based on an examination of documentary evidence submitted by bidders. The Bank reserves the right to accept or reject any product/ item/ technology / module / functionality proposed by the bidder without assigning any reason thereof. The Bank also reserves the right to reject any Bid, in case any of the Technical Specification / Solution is not in compliance to Bank's requirement. Decision of the Bank in this regard shall be final and binding on the bidders.

II. For responses received within the prescribed closing date and time the Bank will scrutinize the offers received as per the above-mentioned list and to determine whether they are complete and as per the requirements, and also whether all the required documents, as asked for and is required to evaluate the responses have been submitted, whether the documents have been properly signed, etc.

- I. The Bank may, at its discretion, waive any minor non-conformities or any minor irregularity in the proposal. This shall be binding on all bidders and the Bank reserves the right for such waivers.
- II. Upon receipt of applications (RFP) the same shall be scrutinized and evaluated by the Bank and the Bank will shortlist /select bidders as per requirement and the same shall be communicated to the bidders. The Bank also reserves the right to accept or reject any or all applications without assigning any reason whatsoever.
- III. During pre-qualification and evaluation of the proposals, Bank may, at its discretion, ask respondents for clarifications on their proposal. The respondents are required to respond within the time frame prescribed by Bank. Respondents are not permitted to modify, substitute or withdraw proposals after its submission. IN case the OEM is participating in the bid directly, the bids of its authorised resellers will not be considered.
- IV. The Bank reserves the right to check / validate the authenticity of the information provided in the eligibility and technical evaluation criteria and requisite support must be provided by the bidder. The Bank may ask for queries on each of the criteria wherein the bidder needs to response within stipulated timelines.

## **Second Stage: (Commercial Evaluation)**

In the second stage, the COMMERCIAL BID of only those bidders will be opened who will comply with all the eligibility criteria and confirm compliance to all the terms & conditions and technical specifications of the RFP document.

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 nor through mail or any other mode.

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

The bidders will be required to quote for all the items required by the Bank.

**In case of any situation where Bank is left with only one eligible bidder, then Bank reserves the right to negotiate with that bidder and final Item wise price shall be arrived.**

### **27. Arithmetical errors**

Arithmetical errors shall be rectified as follows:

- If there is any discrepancy in total amount and multiplication of unit rate and Multiplication factor, unit rates shall prevail and the total amount shall be recalculated on the basis of Unit rate and multiplication factor.
- If there is any discrepancy between words and figures, the amount in the words shall prevail.
- AMC/ATS amount, if asked for in specified range, and quoted under or beyond the specified range, would also be recalculated

### **28. Validity of Contract in Case of Amalgamation/Merger/Acquisition of The Bank**

The contract shall remain valid in case of amalgamation/ merger/ acquisition of the Bank with any other entity or vice-verse. In case of change of name of the new entity, the SLA shall have to be signed with the new entity with the same rates, terms and conditions as per the existing contract. Bidder should provide support for the amalgamation/merger/ acquisition activity as desired by the bank, at no extra cost.

### **29. Notices and Other Communications**

If a notice has to be sent to either of the Parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile/fax

transmission (with hard copy to follow for email/fax), addressed to the other Party at the addresses, email and fax number given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within five (05) working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a Consultation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided herein.

### **30. Cancellation of Purchase Order**

After issuance of purchase order to the successful bidder, Bank reserves the right to cancel the purchase order without giving any notice, for following reasons –

- I. Non submission of acceptance of order by the bidder within seven (07) working days of placement of Purchase Order.
- II. Non submission of performance Bank guarantee within stipulated time as specified in the RFP.
- III. Non signing of contract within the time specified by Bank.
- IV. Non submission of any report/undertaking/document/compliance which was due within one month from the date of Purchase Order.

### **31. Not Acceptance/ Non-Execution of Order**

In case the bidder shortlisted through this RFP process (hereinafter called “successful bidder”) refuses to accept / execute the order, Bank may invoke the PBG/EMD and terminate the PO and Contract. Bank also reserves the right to blacklist/debar the said successful bidder in such eventuality without giving any notice thereof in this regard for a period of further three years from the date of blacklisting/debarment.

### **32. 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 submit the bid strictly as per RFP failing which bid will be treated as non-responsive and will be liable for rejection.

### **33. Consideration of Abnormally Low Bids**

An Abnormally Low Bid is one in which the Bid price appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Bank may in such cases seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid documents. If, after evaluating the price analyses, Bank determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Bank may reject the Bid/Proposal.

### **34. Signing of Pre-Contract Integrity Pact**

The bidder should submit Executed Integrity Pact along with the technical bid in Original. The Integrity Pact must be executed on Non-Judicial stamp paper as per State applicable value and must be signed by the party(ies) in presence of two witnesses. IP should cover all phases of the contract, i.e. from the stage of Notice Inviting Tender (NIT)/Pre-bid stage till the conclusion of the contract, i.e. the final payment or the duration of warranty/guarantee. The Performa of Integrity Pact is as per Annexure-3.

**The bids of the bidders who do not sign the Integrity Pact will not be evaluated further.**

### **35. No Right to Set Off**

In case the Bidder has any other business relationship with the Bank, no right of set-off, counterclaim and cross-claim and or otherwise will be available under this empanelment to the Bidder for any payment's receivable under and in accordance with that business.

### **36. Publicity**

Any publicity/ public announcement relating to the Agreement to be signed with successful bidder, work to be carried out in Bank towards this project, Services or Deliverables is strictly prohibited. Neither Deliverables nor reference to either Party may be included or made in any prospectus, proxy statement, offering memorandum or similar document or materials prepared for public distribution. No information of any nature related to this project shall be disclosed to any third party unless otherwise necessary prior permission has been taken from other Party.

### **37. Compliance with Laws**

The Parties will comply with all laws and regulations applicable to their respective businesses including without limitation, all privacy, database, copyright, trademark, patent, trade secret, Labor Laws, Anti-Bribery Laws and all other applicable laws.

### **38. Use of Contract Documents and Information**

The supplier shall not, without the Bank's prior written consent, make use of any document or information provided by Bank in Bid document or otherwise except for purposes of performing contract.

### **39. Contract Between Bank and Shortlisted Bidder/TSP (Technical Service Provider)**

The shortlisted bidder/TSP shall be required to execute SLA (Service Level Agreement) and NDA (Non-Disclosure Agreement) with the Bank.

### **40. Option Clause (Variation of Quantities at the Time of Award & During Contract Period)**

The Bank reserves the right to increase/decrease the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

### **41. CONTACTING PNB OR PUTTING OUTSIDE INFLUENCE**

Bidders are forbidden to contact PNB 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.

### **42. 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.

### **43. DELAY IN BIDDER'S PERFORMANCE**

Supply 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.

### **44. GOVERNING LAW AND DISPUTES**

All disputes or differences whatsoever arising between the parties out of or in relation to the tender terms & conditions, meaning and operation or effect of this tender documents or breach thereof 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 the applicable Indian Laws/ The Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the award made in pursuance thereof shall be binding on the parties. The sole arbitrator shall be appointed mutually.

45. Any appeal or dispute related to or incidental to arbitration will be subject to the exclusive jurisdiction of courts at Delhi. The Successful Bidder/Vendor shall continue supply during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the supply cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, obtained. The venue of the arbitration shall be New Delhi.

#### **46. OTHERS:**

46.1 The bidder factory should have fully equipped research and development facilities with the state of art technology to supply required pouches as per bank's requirement.

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

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

46.4 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.

46.5 Confirmation letter for adhering to specification of pouches, supply within stipulated period and acceptance of terms & conditions of the tender.

46.6 The supplier at the time of bidding shall be required to upload self-certification (as per annexure 4) 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.

#### **48. 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.

#### **49. Reverse Auction:**

Reverse Auction will **not** be conducted for this tender.

## **SCOPE OF WORK / DESCRIPTION OF GOODS**

### **1. Description & Quantity of Gold Loan Pouches**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Total Quantity</b>
1	Gold Loan Pouches Type-1	2,50,000 $\pm$ 25% Pouches in different lots
2	Gold Loan Pouches Type-2	7,50,000 $\pm$ 25% pouches in different lots

### **2. Specifications for Gold Loan Pouches**

<b>Job</b>	Procurement of 10,00,000 Gold Loan Pouches $\pm$ 25%
<b>Film type</b>	Natural and tamper proof and translucent
<b>Quantity</b>	Type-1 : 2,50,000 pouches (minimum 100 quantity of each pouch in a packet) Type -2 : 7,50,000 pouches (minimum 100 quantity of each pouch in a packet)
<b>Validity of tender</b>	The required quantity is to be ordered in one year.
<b>Size</b>	Type-1 : 14" x 10" Type-2 : 11" x 6.5"
<b>Considerable Adhesive shelf life</b>	2 years
<b>Type of plastic content</b>	Only virgin plastic permitted, no recycled material is permitted
<b>thickness</b>	120 micron
<b>Type of seal</b>	Twin
<b>Type of flap</b>	Lip to Lip
<b>Flap height</b>	included
<b>Sequential numbering</b>	yes
<b>Type of closure</b>	1+3 i.e. 4 Void-30mm each
<b>Number of colors</b>	3 Colour both sides
<b>Printed proforma</b>	One side printing and ball pen printing should not be erasable on that side of pouch

After award of contract:

The samples submitted for approval should be duly signed and stamped by the supplier. Difference in quality of supplied pouches from approved sample or non-submission of security deposit by the bidder can result in blacklisting of bidder/termination of contract/forfeiture of EMD/security deposit or all.

**An affirmation to the adherence of specifications shall be provided by the bidder as per annexure -15 of this document.**

## **GENERAL TERMS & CONDITIONS**

**1. Acceptance of Order:** The Successful Bidder/Vendor shall give acceptance within 5 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. Quantity of the Goods:** Bank reserves the right to increase/decrease the quantity to be purchased by up to  $\pm 25\%$ . However, bank will not be bound to place the order for any minimum quantity.

**3.** The quality & specification of pouches to be used is as per specification mentioned in scope of work in this document.

**4.** Technical bids shall be opened and examined first and if necessary, physical verification of machines and equipment shall be done and financial bids of only those bidders shall be opened who qualify in technical bid.

**5. 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.

### **6. Performance Security Deposit**

6.1 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 contact amount, prior to delivery of goods or within 15 days from date of order, whichever is earlier (as per annexure 13). The EMD of successful bidder will be returned after submission of EPBG/PBG. Performance security, if submitted in the form of bank guarantee, should favouring Punjab National Bank, CPPD Division, New Delhi. The PBG should have a validity of at least 12 months from the date of order with claim period of another 3 months beyond the date of completion of all contractual obligations.

6.2 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.

6.3 Security Deposit shall be returned to the vendor after 6 months from the completion of supply or full consumption of the supplied pouches by the bank, whichever is earlier.

**7. Payments:** Bank generally makes payment of bills **within 15 days** from the date of receipt of **proper invoice/e-way bill** with all related documents. Payment will be made

through **RTGS/NEFT** only.

**8. Taxes:** The quoted prices should be in Indian Rupees only and should be inclusive of all taxes, F.O.R but exclusive of Goods & Services Tax, which will be paid on actual basis. **GSTN details** will have to be invariably mentioned in every **invoice/e-way bill**.

Further GST will be paid on reimbursement basis i.e. Successful Bidder/Vendor first pay to Govt. and then will claim it.

**9. DELIVERY:** 75% of total quantity is to be dispatched by successful vendor to authorised branches (list will be shared with address of branches Pan India) in 15 days after date of order. Rest of quantity will be dispatched as per requests from branches.

For the second lot of dispatch, the vendor should have proper setup for receiving consolidated requests through email from bank and dispatch as per mentioned address (branch wise).

No loading /unloading charges are payable by the bank. Delivery of Gold Loan Pouches will be made to our offices at Pan India and charges for the delivery shall be borne by the vendor.

Gold Loan Pouches supplied must conform to our technical specifications/ criteria as mentioned in this bid document.

#### **10. LIQUIDATED DAMAGES & PENALTY:**

**10.1 LIQUIDATED DAMAGES** In case of any delay, penalty will be levied @ 0.5% of the contract amount per week or part thereof subject to maximum of 7.5% of the accepted contract sum. The contract will be cancelled if the maximum penalty clause is invoked.

The Gold Loan Pouches supplied must conform to our technical specifications/ criteria as mentioned in this bid documents.

**10.2 Penalty:** In case, Gold Loan Pouches supplied by the supplier/suppliers does not conform to technical specifications of material prescribed by the bank, penalty shall be imposed for each negative/ adverse deviation beyond the allowable variation, as mentioned here under: -

<b>Parameter</b>	<b>Adverse Variation Beyond Allowed Limit</b>	<b>Penalty</b>
Thickness	Any adverse variation beyond allowable limit of (-) 2.5 % is not acceptable	Rejection of material.
Any other parameter (s)	Up to (-) 1.5%	<b>2% of</b> value of the quantity of that particular dispatched lot for each parameter

	More than (-) 1.5% but up to (-) 3%	<b>3% of</b> value of the quantity of that particular dispatched lot for each parameter.
	More than (-) 3%	<b>5% of</b> value of the quantity of that particular dispatched lot for each parameter + rejection of material and/or debar from participating in next one tendering process/one year, as decided by the Bank

In case the supplied material found made from recycled material, the entire supply will be rejected.

The penalty would be deducted for each parameter separately. The decision of the bank regarding quality of services shall be final and binding on the bidder.

In case, it is found at a later stage that the supplies have defects such as torn pouch, uneven surface, uneven size/cutting or fluff, dust particles etc., the supplier shall have to replace the pouches at their own cost with a minimum penalty amount of Rs. 15000/- or a maximum up to 5 times the cost of defective pouches, whichever is higher, as decided by the bank, by way of reimbursement or deduction from supplier's security/bills etc.

**11. INSURANCE:** All the charges towards freight, insurance, clearance and all other taxes etc. except GST should be paid by the bidder for supply of goods at our branches.

## 12. 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 it's 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 and not involving the Successful Bidders' fault or negligence and not foreseeable. Such events may include, but are not restricted to, war or revolution or epidemics or natural disasters etc. If a force majeure situation arises, the Successful Bidder shall promptly notify the bank in writing of such condition and the cause thereof. Unless otherwise directed by the bank in writing, the Successful 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. Events of Commercial difficulty will not be covered under "Force Majeure".

## 13. Termination of Contract

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

13.1 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.

13.2 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.

13.3 Excessive delay in execution of order placed by the Bank

13.4 Failure of vendor to complete implementation within the time as specified in the RFP document

13.5 Violation of terms & conditions stipulated in this RFP.

13.6 Change in Bank Policy.

13.7 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.

Notwithstanding anything contained herein above, the Bank shall have the right to terminate the Agreement without assigning any reason to the vendor without any consequences.

The Bank may invoke the Performance guarantee and may also take any other action/legal recourse including termination of the contract without giving any notice to the successful bidder/vendor &/or debarring the Successful Bidder/Vendor from participating in the bank's tenders for next 2 years, as it may deem proper for the above reasons.

#### 14. LIMITATION OF LIABILITY

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

14.2 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.

15. Integrity Pact: The Bidder should sign the Integrity Pact as per the Performa (Annexure-3) provided by the bank as per CVC guidelines. **Technical bids without signed integrity pact would not be evaluated.**

16. 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
2	Sh. Ajay Kumar Sharma (IDES-Retd.)	aajayced@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 this document)**

17. Tender should be submitted by the eligible bidders in Performa, completely filled in will all respect, 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.

18. Bank will not be bound to accept the lowest tender and Bank reserves the right to accept or reject any/all Bids in whole or in part without assigning any reason, whatsoever.

## **19. RELAXATION**

### **19.1 MSEs having valid Udhyam registration Certificate:**

As per OM No F.20/2/2014-PPD (Pt.) dated 25.07.2016 and 20.09.2016 and subsequent guidelines, Firms recognized 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) and MSE's having valid Udhyam registration Certificate.

### **19.2 Start-up:**

Applicable for Indian Bidders only as defined in gazette notification no. D.L-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time.

As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in RFP document. Further, the Start-ups are also exempted from submission of EMDs.

For availing the relaxations, bidder is required to submit requisite certificate towards Startup 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-5.

As per OM No F.20/2/2014-PPD (Pt.) dated 25.07.2016 and 20.09.2016, Firms recognized 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) and MSE's having valid Udyam registration Certificate.**

**20. 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. Please also refer to Notification No. F.No.33(1)/2017-IPHW dt:14.09.2017 for the list of Electronic Products that are notified under the Public Procurement (Preference to Make in India) Order 2017.

The bidder (if local supplier) will have to submit a self-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. The bidder will also submit a certificate from statutory auditor or cost auditor of the company or from a practicing cost accountant or chartered accountant giving the percentage of local content.

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 self-certification (as per annexure 4) 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

21. Sub-tendering of any job by the bidder shall not be permitted.

22. Bank reserves the right to purchase the required quantity of pouches in any number of lots. However, economy of minimum size of the lot will be considered while placing the order.

23. Thickness: No variation in microns and/or quality of the pouches, beyond permissible limits, as specified in the tender document (Scope of work), will be accepted.

24. In case the successful bidder/supplier fails to honor our orders on contractual rates during the validity period of the tender, bank has the right to forfeit the Security deposit/or to debar the bidder from participating in our tender for 2 years or as decided by the Bank. The decision of the Bank shall be final & binding on the bidder.

25. Non-supply of pouches: - In case of non-supply of pouches by the successful bidder within prescribed time, bank shall be entitled to get the same from the open market and recover its cost from the successful bidder's Security Deposit.

**26. Rejected goods will have to be** removed from the Bank's premises by the supplier / successful bidder/ vendor **within 3 days at its own cost**, failing which these will be disposed-off by the bank at the cost & risk of the successful bidder/vendor/supplier. Bank will not be responsible in any respect in this regard and no claim for the same shall be entertained.

**27. Bank reserves the right to impose penalty for minor defects in pouches, if it is found useable. Refer "Liquidated Damages" section of this tender document for rate of penalty. In case of major defects i.e. pouches found non-useable material will be rejected. The decision of the bank in this regard shall be final and binding on the bidder.**

28. The usual terms and conditions of the Bank, in force from time to time, shall be applicable.

## **29. Principal to Principal Relationship**

i. Nothing in this Contract constitutes any fiduciary relationship between the Bank and Vendor's Team or any relationship of employer - employee, principal and agent, master-servant relationship or partnership or joint venture, between Punjab National Bank and Vendor/ vendor. The relationship is on principal to principal basis.

ii. No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of the Agreement.

iii. Punjab National Bank have no obligation to the Vendor, except as agreed under the terms of the Agreement.

iv. All employees/personnel/ representatives/agents etc., engaged by the Vendor for performing its obligations under the Contract/PO shall be in sole employment of the Vendor and the Vendor shall be solely responsible for their salaries, wages, statutory payments etc. and under no circumstances, Punjab National Bank shall be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury /death / termination) of any nature to the employees/personnel/representatives/agent etc. of the Vendor.

Vendor would comply with the statutory obligations and all Labour laws/Regulations/ Rules in this regard. The vendor shall be responsible for payments of all statutory dues with respect to each of its personnel/employees engaged by it to render service under this Agreement with respect to all applicable Labour law, including, the Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Payment of Bonus Act, 1965, the Employees' State Insurance Act, 1948, the Payment of Gratuity Act, 1972, the Maternity Benefit Act, 1961, the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, Contract Labour. (Regulation and Abolition) Act, 1970 etc. or any other applicable future laws. No dues/contributions required under labour legislations, as applicable, will remain unpaid with respect to his personnel/employees. The vendor will have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to personnel/employees of under applicable labour legislations.

## **30. Indemnity**

30.1. Bidder/ Vendor (herein after referred as "Vendor" in this clause) assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, expenses incurred and costs which are or may be required to be paid by reasons of any breach of the VENDOR's obligations under this Agreement or otherwise for which the VENDOR has assumed responsibilities including those imposed under any Agreement, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed/hired/deployed/services utilized by the VENDOR in connection with the performance/discharge of its obligations under this Agreement. The VENDOR shall

execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the terms of this Agreement and to protect the Bank during the tenure of the Agreement.

30.2. Where any patent, trademark, registered design, copyrights or intellectual property rights vest in a third party, the VENDOR shall be liable for settling with such third party and paying such license fee, royalty and/ or compensation etc. thereon as may become payable. In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine/licenses/services supplied/rendered by the VENDOR under this Agreement or uses thereof, the VENDOR agrees and undertakes to defend and / or to assist the Bank in defending, on its cost against such third party's claim and actions before the court/authority/tribunal where bank requires.

30.3. Vendor further agrees that it shall, at its own expense, defend or cause to be defended or, settle any claim or action ("Claim") brought against the Bank by a third party alleging that the use of the Licensed Material by the Bank which infringes any Intellectual Property Rights of that third party. Subject to the other conditions of this section, VENDOR shall be liable to pay any compromise, settlement or judgment against the Bank with respect to any Claim and fully indemnify the Bank in respect of all costs and expenses relating to the Claim provided that the Bank notifies VENDOR in writing of the Claim immediately on becoming aware of it.

30.4. No settlement of claim shall be deemed to be an admission of any liability by the Bank for the alleged infringement.

30.5. If any Licensed Material becomes the subject of any Claim or if a court has passed any judgment holding the bank liable for infringement of licensed material, or if use of licensing of any part of any Licensed Material which was prohibited, VENDOR on its own expense shall:

- a. obtain for the Bank the right to continue to use the Licensed Material.
- b. replace or modify the Licensed Material so that it becomes non-infringing.
- c. if none of the above (a) or (b) feasible, return the entire consideration received from the Bank for the Licensed Material on a pro rata basis,

30.6. The terms of clause 29 shall survive the termination of bid process or contract/agreement between bank and vendor.

### **31. Use of Name / Logo of the Bank**

Bidder/Vendor shall not use for publicity, promotion, or otherwise, any logo, name, trade name, service mark, or trademark or any simulation, abbreviation, or adaptation belonging to Punjab National Bank or any of its affiliate, or the name of any bank's

employee or agent, without bank's prior, written, express consent. The bank may withhold such consent, in case so granted by it, in its absolute discretion. Violation thereof shall constitute a material breach of the terms of this Agreement and shall entitle the bank to take appropriate actions as available to it in law and under this Agreement.

### **32. Non-Exclusivity**

Notwithstanding anything contained in the present document, the arrangement hereby agreed between the parties, shall be on a non-exclusive basis. Bank reserves its right to appoint/engage one or more vendor(s) to provide like goods/services concurrently or otherwise during the currency of this contract.

**ANNEXURE 1**

Bidder Information (attach separate sheet, if required)

Name of Bidder: \_\_\_\_\_

1	<b>Name of company</b>	
2	<b>Address- Registered Office</b>	
3	<b>Address- Factory</b>	
4	<b>Constitution (Proprietorship/Partnership/ Public/Pvt. Company)</b>	
5	Date of incorporation (Activity as per incorporation) (copy of certificate of incorporation to be enclosed)	
6	Activity as per incorporation	
7	<b>Names of Directors/Partners/Prop.</b>	
8	<b>Name of Bankers &amp; Type of accounts maintained</b>	
9	<b>Registration with local civic authorities, if any (Give name of authority &amp; type)</b>	
10	<b>Is the unit registered as an MSE (if yes, give registration number along with valid certificate)</b>	
11	<b>Is the unit registered under shop &amp; estb. act/factory act (if yes, give registration number &amp; authority)</b>	
12	<b>Is the unit GST registered (if yes, give GST no. &amp; date of regn.)</b>	
13	<b>Key personnels</b>  Website Contact Person(s): Phone E-mail	

**DRAFT SERVICE LEVEL 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 **supply of 10 lacs±25% quantity of Gold Loan Pouches**; and

(ii) The Supplier is in **the business of manufacturing & supplying Gold Loan Pouches** 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 or 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

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

Name:

Name

Address:

Address:

Signature:  
Seal of Firm/Company

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.

**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: Procurement of Gold Loan Pouches**

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)**

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 1<sup>st</sup> 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 supply of product "Gold Loan Pouches" 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 Rs. Rs. 2,30,000/- 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
2	Sh. Ajay Kumar Sharma (IDES-Retd.)	aajayced@gmail.com	9990699002

**(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  
Designation  
Punjab National Bank

Chief Executive Officer

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

(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 tender for supply of **10,00,000 ±25% Gold Loan Pouches** 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**  
(Self-certification on letter head with company seal)

Date:

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

Dear Sir/Madam,

**Ref: Procurement of Gold Loan Pouches**

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and its amendments, we hereby certify that we M/s \_\_\_\_\_ are local supplier meeting the requirement of minimum local content i.e., \_\_\_\_\_% against Punjab National Bank Tender No..... dated..... We qualify as a \_\_\_\_\_ (Class-I or Class II) local supplier. Details of location at which local value addition will be made as follows:  
\_\_\_\_\_.

We also understand, 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.

We have submitted the details indicating total cost value of inputs used, total cost of inputs which are locally sourced and cost of inputs which are imported, directly or indirectly with the commercial proposal.

**Authorised Signatory:**

**Seal**

**Bid Security Declaration**

(Should be submitted by eligible MSEs/Startups 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: Procurement of Gold Loan Pouches**

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:

**Performa for the Bank Guarantee for EMD**  
(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 procurement of Gold Loan Pouches. 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 required to be submitted by the bidder,  
as a condition for participation in the said bid, which amount is liable to be forfeited on  
happening of any contingencies mentioned in the bid document.

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

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

This guarantee shall be irrevocable and shall remain valid up to \_\_\_\_\_. If any  
further extension of this Guarantee is required, the same shall be extended to such  
required period on receiving instructions in writing, from \_\_\_\_\_, on  
whose behalf guarantee is issued.

"Not withstanding 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**  
(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.: Procurement of Gold Loan Pouches**

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.  
(Strike off if not applicable):

**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 and our demerged/parent company M/s  
\_\_\_\_\_ 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.  
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**

**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 – 110 001 (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. **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. All the dispute related to incidental to arbitration will be under exclusive jurisdiction of the Courts of Delhi. The sole arbitrator shall be appointed mutually.

## **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\_\_\_\_\_

**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.: Procurement of Gold Loan Pouches**

We hereby submit the escalation matrix of our organization (M/s\_\_\_\_\_) for Punjab National Bank's tender for procurement of Gold Loan Pouches 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.: Procurement of Gold Loan Pouches**

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 Procurement of Gold Loan Pouches**  
(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)

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

Sir,

**REG.: Procurement of Gold Loan Pouches**

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 XXXXXXX on M/s XXXXXXXXXXXXXXXXXXXXXXXX., having its registered office at XXXXXXXXXXXXXXXXXXXX (hereinafter called "the Supplier") for **"Procurement of Gold Loan Pouches"** 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 **"Procurement of Gold Loan Pouches"** 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

**Declaration for Adherence to Specifications of Gold Loan Pouches****1. SPECIFICATIONS FOR GOLD LOAN POUCHES**

<b>Job</b>	Procurement of 10,00,000 Gold Loan Pouches ± 25%
<b>Film type</b>	Natural, tamper proof and translucent
<b>Type of plastic content</b>	Only virgin plastic permitted, no recycled material is permitted
<b>Quantity</b>	Type-1:2,50,000 pouches (minimum 100 quantity of each pouch in a packet) Type-2:7,50,000 pouches (minimum 100 quantity of each pouch in a packet)
<b>Size</b>	Type-1 : 14" x 10" Type-2 : 11" x 6.5"
<b>thickness</b>	120 micron
<b>Considerable Adhesive shelf life</b>	2 years
<b>Type of seal</b>	Twin
<b>Type of flap</b>	Lip to Lip
<b>Flap height</b>	included
<b>Sequential barcode and numbering</b>	yes
<b>Type of closure</b>	1+3 i.e. 4 Void-30mm each
<b>Number of colors</b>	3 Colour both sides
<b>Printed proforma</b>	One side printing and ball pen printing should not be erasable on that side of pouch

Difference in quality of supplied pouches from approved sample or non-submission of security deposit by the bidder can result in blacklisting of bidder/termination of contract/forfeiture of EMD/security deposit or all.

**We confirm that we adhere to the above said specifications and the material supplied shall conform to the same.**

**Signature of Director/Company Secretary/Equivalent Authorized Board**

**Member Name of the Signatory:**

**Designation:**

**Seal of Company:**

**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 Procurement of Gold Loan Pouches**

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: \_\_\_\_\_

**PROFORMA OF COMMERCIAL BID on Bank's e-procurement portal**  
**(Bidders are instructed to quote their rate on e-procurement portal only)**

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

Sir,

**REG: PROCUREMENT OF GOLD LOAN POUCHES**

We quote our rate for supply of Gold Loan Pouches as per bank's specification, as under:

Size	Specifications of Gold Loan Pouches	Total Qty. (requirement) (A)	Rate (In Rs.) (Inclusive of GST, F.O.R. destination at Pan India) (B)	Total cost A x B
Type-1 (14” by 10”)	As specifications mentioned in Scope of Work	2,50,000 pouches in different lots (±25%)	Rs. _____  (The quoted rate is all exclusive of applicable GST rate and inclusive of cost of material and all printing and fabricating operations)	
Type-2 (11” by 6.5”)		7,50,000 pouches in different lots (±25%)	Rs. _____  (The quoted rate is all exclusive of applicable GST rate and inclusive of cost of material and all printing and fabricating operations)	
Grand Total cost				

Note: GST shall be applicable as per GST norms

The rates quoted in indicative commercial bid should be inclusive of all taxes, except GST. GST shall be paid to the bidder on actual basis at the rate applicable. The rate of applicable GST should be informed and charged separately in the invoice generated for supply of the product.

These are confirmed rates and valid for a period of one year.

**L1 bidder will be decided on the basis of Grand total cost of above Table derived after conducting negotiation.**

## **Checklist**

### **Reg.: Procurement of Gold Loan Pouches**

<b>S No.</b>	<b>Document</b>	<b>Submitted (Yes/No)</b>	<b>Page No.</b>
1	All required documents as per Eligibility Criteria		
2	Annexure 1 - Bidder Information		
3	Annexure 2 – Draft Service Level Agreement		
4	Annexure 3 Format of Integrity Pact on stamp paper in Original		
5	Annexure 4- Acceptance of terms and conditions		
6	Annexure 5- Certificate of Local content		
7	Annexure 6- Bid security Declaration by MSEs and start-ups		
8	Annexure 7- Performa for the Bank Guarantee in original for EMD		
9	Annexure 8- Undertaking for Non - Blacklisted		
10	Annexure 9- NDA (Non-Disclosure Agreement)		
11	Annexure 10- Escalation matrix		
12	Annexure 11- Undertaking for Labour Law Compliance		
13	Annexure 12- Certificate regarding Procurement from a Bidder which shares land border with India for Tender		
14	Annexure 13- Authorization Letter for Authorized Signatory		
15	Annexure 14- Perfoma for the Bank Guarantee for Performance security deposit		
16	Annexure 15- Declaration for Adherence to Specifications of Gold Loan Pouches		
17	Annexure 16- UNDERTAKING FROM THE BIDDER		
18	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.		
19	A confirmation letter for adhering to specification of pouches, supply within stipulated period and acceptance of terms & conditions of the tender.		
20	MSE/Startup Exemption Certificate (in case bidder is seeking MSE exemption)		
21	GST registration certificate/PAN number and all other necessary approved licenses required by the law		
22	All pages of the bid document shall be initialed by the person or persons signing the Bid.		