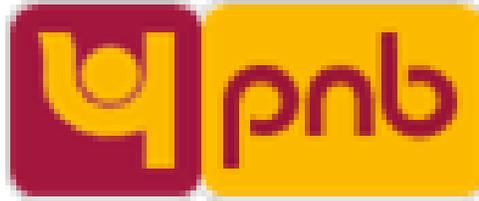


PUNJAB NATIONAL BANK



(E-TENDER)

TENDER DOCUMENT

FOR

**PRINTING OF PERSONALIZED CHEQUE BOOK (PCB) IN
DIFFERENT DENOMINATIONS**

**Printing and Stationery Department
First floor, C-13, Sector-1, Noida- 201301
Tel:0120-4968002, 0120-4968004**

Dated:04:06:2022

INDEX

SI.NO	<u>Description</u>	<u>Page No</u>
1	Time schedule & other details of the TENDER	3
2	Disclaimer	6
3	Forwarding letter to be submitted	7
4	Instructions to Bidder/Bidders	8
5	Quantum of work	23
6	Scope of Work	23
7	Terms & conditions of TENDER	32
8	Annexure A - Bidder Information	46
9	Annexure B – Format for Agreement	53
10	Annexure C - Eligibility criteria for printing of personalised cheque books in different denominations	55
11	Annexure D - Format for commercial Bid	57
12	Annexure E - Format of Integrity Pact	58
13	Annexure F - Non-Disclosure Agreement	65
14	Annexure – G - Acceptance of terms and conditions	69
15	Annexure – H - Proforma for Self certification on company's letter head for security requirements.	70
16	Annexure – I Proforma for Self certification on company's letter head for fire safety requirements	71
17	Annexure – J Format of No-lien Certificate and MIS reports	72
18	Annexure – K Certificate of local content	78

TIME SHEDULE & OTHER DETAILS OF THE TENDER

1	Date of commencement of Bidding Process	04-06-2022 from 10.00 hrs.
2	Last date and time for downloading of Bidding Documents	02-07-2022 up to 12.00 hrs.
3	Last date and time for receipt of queries from Bidders for Clarifications	16-06-2022 up to 14.00 hrs.
4	Date of Pre-Bid Meeting	17-06-2022 at 12.00 hrs.
5	Last date and time for Online bid submission (both Technical & Commercial) (Hash submission)	02-07-2022 up to 13.00 hrs.
6	Last date and time for Bid Re-Encryption	02-07-2022 from 13.16 hrs to 14.00 hrs.
7	Time for submission of technical supporting document (Hard Copy)	02-07-2022 up to 13.00 hrs.
8	Date and Time of Technical Bid Opening	02-07-2022 from 14.30 hrs.
9	Place of submission of Bids	The Chief Manager, Punjab National Bank, Printing and Stationery Department, First floor, C-13, Sector-1, Noida- 201301
10	Place of opening of Bids	As above
11	Address for communication	The Chief Manager, Punjab National Bank, Printing and Stationery Department, First floor,C-13, Sector-1, Noida- 201301- Tel: 0120-4968002, 0120-4968004
12	Cost of Tender Document Note: - Firms registered under MSEs (Micro small Enterprises) and startup bidder recognized by Department of Industrial Policy and Promotion (DIPP) would be exempted from submission of Tender fee/cost and earnest money deposit form subject to furnishing of valid certificate for claiming exemption.	Rs.1,000/- plus 18% GST (Non-refundable) i.e. Rs 1180/- should be submitted online only in favour of Punjab National Bank before last date of bid submission in the following account: GST NO: 09AAACP0165GBZD IFSC Code: PUNB0412700, Bank & Branch : Punjab National Bank, First floor,C-13, Sector-1, Noida- 201301 Account No. 4127002200000291 (16 digits) Account Name -Imprest account, Bidders to submit transaction ID in this regard.
13	Earnest Money Deposit (EMD) Note: - Firms registered under MSEs (Micro small Enterprises) and startup	Bidder shall submit EMD of Rs. 21,00,000 (Rupees Twenty One Lakh), in shape of Demand Draft in favour of "Chief Manager, Punjab National Bank, Printing & Stationery

	<p>bidder recognized by Department of Industrial Policy and Promotion (DIPP) would be exempted from submission of Tender fee/cost and earnest money deposit form subject to furnishing of valid certificate for claiming exemption.</p>	<p>Deptt., Noida A/c _____ (Name of the firm)” with a validity period of 3 months.</p> <p>OR</p> <p>Through NEFT/RTGS/IMPS to below mentioned account:</p> <p>IFSC Code: PUNB0412700, Bank & Branch: Punjab National Bank, First floor, C-13, Sector-1, Noida- 201301 Account No. 4127002200000291 (16 digits) Account Name - IMPREST ACCOUNT</p> <p>Bidders to submit transaction ID in this regard.</p>
14	Contact details at PNB	Interested bidders are requested to send the e-mail at ptgstn@pnb.co.in containing following information, Name of company, contact person, mailing address with Pin Code, Telephone No., Fax No., e-mail address, Mobile No. etc. so that in case of any clarification same may be issued to them.

Note:

1. Technical Bids needs to be submitted online as well as in physical form, and commercial Bids will be submitted **online only**.
2. 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 should ensure to get themselves registered timely, at least two working days before the Hash submission date, to avoid last moment issues.
3. Bidders are advised to go through Bidders Manual available on <https://etender.pnbnet.in> for registration and submission of tenders. If approval of registration is pending at Bank’s end, Bidders should immediately contact Bank’s Helpdesk on telephone No. 0120-4968004/4968005 or email us at ptgstn@pnb.co.in. 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.

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** is a mandatory activity, failing which Bank will not accept the hardcopy of Technical bid.
6. 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.
7. If bidder is shortlisted to participate in Reverse Auction (RA) and further accepted the terms and conditions of the Reverse Auction (RA), for such bidders Demo for Reverse Auction will be conducted a day before, if bidder requests for the demo.
8. If bidder is participating in the Reverse Auction, it is advised that Bidders place their bids well before time rather than waiting for auction end time to avoid any last minute glitches (or any network issues or internet response issues etc) occurring at Bidder's end. Bidders may keep refreshing auction page to ensure that they are connected to server (via internet).
9. Bidders are requested to use a reliable internet connection (data cable/ broad band) to safeguard them-selves. Bank is not responsible for telephone line glitch, internet response issues, hardware hangs etc., at bidder's end.
10. 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).
11. Bidders may view the details through their terminal using their e-procurement (<https://etender.pnbnet.in/login#>) registration login.

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 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.

To
The Chief Manager
Punjab National Bank,
Printing and Stationery Department,
First floor, C-13, Sector-1, Noida- 201301

Sir,

Reg: Our bid in response to your tender floated for Printing of Personalized Cheque Book in form of cheque books of different denominations.

We submit our Bid Documents herewith. We understand that

- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost (when called upon by the Bank to do so) a contract in the prescribed form/bank's format. Till such a formal contract is prepared and executed, this bid shall constitute a binding contract between us and bank.
- If our bid is accepted, we are responsible for the due performance of the contract.
- You may accept or entrust the entire work to one printer or divide the work to more than one printers without assigning any reason or giving any explanation whatsoever.
- Printer means the bidder who is decided and declared so after examination of commercial bids.
- The names of shortlisted bidders after the completion of first stage (Technical Bid), and the name of successful bidder to whom the contract is finally awarded after the completion of second stage (Commercial Bid), shall be informed through E-Mail to respective bidders, as provided by them in TENDER document.

Dated at _____ this _____ day of _____ 2022

Yours Sincerely

For _____

Signature: _____

Name: _____

INSTRUCTION TO BIDDERS

1. INTRODUCTION

1.1 Punjab National Bank is one of the largest public sector banks with more than 10633 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.

1.2 Bank invites technically and commercially competitive proposals from reputed Bidders/authorized representatives for providing the facility for printing of personalised cheque leaves in the form of cheque books of different denominations. The scope of work as given in the tender documents can be further modified in future by the Bank.

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

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

1.5 Joint bid will not be accepted by Bank. Only IBA approved security printers are allowed to participate. They shall also meet the minimum eligibility criteria.

2. ELIGIBILITY CRITERIA:

The invitation of bids is open to firms/entities fulfilling the minimum eligibility criteria as mentioned in **Annexure "C"**

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

(a) Bidder should be in a position to print approx. 16 crore personalised cheque leaves per annum along with related materials like record slips, requisition slips, cover pages etc and fabricate the same in book form per annum. Further the bidder should also be able to provide necessary storage arrangements as per Bank's requirement. Sufficient documentary evidence (such as ownership proof if self-owned space or lease deed if rented) for the same to be furnished.

(b) Decision of the Bank based on the supporting documents submitted by the bidder and visit of the Bank officials at site will be final and binding to all in this regard.

(c) Documentary evidence as explained above must be furnished against each of the above criteria and non-submission of supporting documents may disqualify the Bidder.

(d) All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

3. QUERIES:

Queries will be accepted through mail ids provided in the tender document, from the prospective Bidders tentatively on date and time mentioned in this document. Clarifications on the queries if any received from the Bidders will be placed on PNB's website as corrigendum. Bidders are advised to refer to the Bank's website at regular intervals for the purpose. Bank will not be responsible if the Bidder(s) is/are not aware or became aware at a later stage of any change(s) made in this tender document by way of corrigendum(s)/amendment(s). The last date for submission of queries is 16.06.2022 up to 14.00 hrs.

4. PRE-BID MEETING:

A pre-bid meeting will be held on 17.06.2022 at 12.00 Hrs. at the following address to clarify doubts or queries (if any) of Bidders.

Punjab National Bank,
Printing and Stationery Department,
First floor,C-13, Sector-1, Noida- 201301

Bidders shall give in writing the points on which clarifications are required by them, sufficiently in advance. Clarifications/ details furnished by the Bank in writing alone shall be binding and shall form part of the tender document. Clarifications are to be requested by prospective bidder through e-mail at ptgstn@pnb.co.in and the hardcopy through India post/courier/hand delivery.

Changes if any made in the tender conditions, consequent to the pre-bid meeting will be informed to the Bidder participated in the pre-bid meeting besides uploading the corrigendum in Bank's website. However, newspaper advertisement notifying the corrigendum will not be published. Hence the Bidders shall regularly visit/see the Bank's website for changes made, if any, in the tender document consequent to Pre-bid meeting.

The Bank may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Bank shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Bank or its employees or representatives shall not in any way or manner be binding on the Bank.

5. 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.

6. 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.

7. AMENDMENT OF BIDDING DOCUMENTS:

At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason, modify the Bidding Documents through amendments at the sole discretion of the Bank. All amendments shall be uploaded on the Bank's websites (www.pnbindia.in and <https://etender.pnbnet.in>) and will be binding on all who are Interested in bidding.

In order to provide prospective Bidders a reasonable time to take the amendment if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids. Bidders are required to go through any subsequent amendment/Corrigendum/clarifications meticulously and submit their bids well in time to avoid any last minute issues.

8. PERIOD OF VALIDITY OF BIDS:

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

9. LATE BIDS

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

10. MODIFICATION AND WITHDRAWAL OF BID BY THE TENDERER

10.1. Modification of the submitted bid shall be allowed on-line and the bidder may modify and resubmit the bid on-line only before the deadline of Bid Hash Preparation. For modification of e-bid, bidder has to rework and upload/resubmit digitally signed modified bid on bank's e-tendering portal i.e. <https://etender.pnbnet.in>.

10.2. Bids once submitted will be treated as final and no bid will be modified subsequent to the deadline for Bid Hash Preparation.

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

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

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

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

11. REVELATION OF PRICES

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

12. 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. A bidder who does not accept any or all conditions of the RFP shall be disqualified from the selection process at any stage as deemed fit by the Bank.

13. LOCAL CONDITIONS

The Bidder before submitting the bid 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.

14. 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, duly signed & stamped by the authorized signatory and no change in the price or substance of the bid shall be sought, offered or permitted. The clarification and response received from bidder will be subsequently part of bid submitted by that bidder.

15. DEADLINE FOR SUBMISSION OF BIDS

Bids must be submitted not later than the specified date and time mentioned in the Bid Document. If specified date of submission of bids being declared holiday for the Bank, the bids will be received up to the specified time on the next working day. The Bank may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Bank and Bidders, previously subject to the deadline, will thereafter be subject to the extended deadline.

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

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

17. EARNEST MONEY

Bidder shall submit EMD of Rs. 21,00,000 (Rupees Twenty One Lakh), in shape of Demand Draft in favour of "Chief Manager, Punjab National Bank, Printing & Stationery Deptt., Noida A/c _____ (Name of the firm)" with a validity period of 3 months.

OR

Through NEFT/RTGS/IMPS to below mentioned account:

IFSC Code: PUNB0412700,

Bank & Branch: Punjab National Bank, First floor, C-13, Sector-1, Noida- 201301

Account No. 4127002200000291 (16 digits)

Account Name - **IMPREST ACCOUNT**

Bidders to submit transaction ID in this regard

Earnest Money deposit will be returned to the successful bidder only after acceptance of the order and receipt of security deposit in shape of F.D.R. or performance bank guarantee.

Note: - Firms registered under MSEs (Micro small Enterprises) **and start-up bidder recognized by Department of Industrial Policy and Promotion (DIPP)** would be exempted from submission of Tender fee/cost and earnest money deposit form subject to furnishing of valid certificate for claiming exemption.

18. 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 failing which bid shall be rejected immediately.

19. CONTENT OF DOCUMENTS TO BE SUBMITTED:

Documents required in Technical bidding:

19.1 Proof for depositing cost of tender document

19.2 Proof for depositing Earnest Money Deposit

19.3 Supporting documents in respect of minimum experience/eligibility criteria to be submitted in the electronic form as well as in physical form.

19.4 Acceptance of the terms and conditions and compliance of Scope of Work and technical specifications.

19.5 Any other document indicating features of the offered facilities as per tender document.

19.6 Last three audited balance sheets (for financial year 2019-20, 2020-21 and 2021-22) and Profit & loss account statement (for financial year 2019-20, 2020-21 and 2021-22). In case Provisional Balance Sheet for FY 2021-2022 is being submitted, same is to be certified by a Chartered Accountant. A certificate from Chartered accountant is required with regard to turnover from printing of MICR cheque leaves for financial year 2019-20, 2020-21 and 2021-22.

20. 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. Representatives of the Bidders who choose or wish to attend are welcome. In case of any change in date and time of bid opening, same will be intimated to Bidders after last date of submission of tender separately.

21. BID CURRENCY

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

22. 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.

23. BIDDING PROCESS (TWO STAGES)

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

- Technical bid (Both Hard copy and online)
- Commercial bid (only Online)

23.2 The Bidders will have to submit the technical bid in banks e-procurement system as well as in hard copy and commercial bid is to be submitted in only online form through bank's e-procurement system. Commercial bid submitted in physical form will not be opened and such bid will be summarily rejected.

23.3 The TECHNICAL BID will contain the Bidder's information, status of eligibility criteria, compliance statement as per term & condition of the tender document, response to the Scope of Work along with supporting documents, conveying status of the Bidder in terms of the technical evaluation and other information required to be submitted as per the formats given in Bid Document. TECHNICAL BID will not contain any pricing or commercial information at all. In case any such pricing/commercial information is included in the technical bid, the bids so submitted will be summarily rejected by the Bank.

23.4 BIDs will be submitted in Electronic form in Bank's E-Procurement portal. The bid shall be signed using Digital Certificate (class III) by the Bidder so as to bind the Bidder to the contract. Bidder has also to submit hard copy of the Technical bid in addition to on-line submission of technical bid. The hard copy of the Technical bid should be duly bound and signed with serial numbers including all supporting documents in a separate Sealed envelope duly super-scribing as "Technical Bid: Tender for Document printing of personalized cheque books of different denominations".

23.5 The Envelope containing the hard copy of the technical bid should include the following:-

- (a) Bid Declaration Form
- (b) Hard Copy of the Technical bid (It should include all the documents as per tender document)
- (c) Proof of payment related to cost of tender/Demand Draft of Rs. 1180/- or valid certificate for exemption

23.6 The hard copy of the bid shall be downloaded from the Bank's website and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract. All pages of the Bid document should be serially numbered and shall be signed by the authorized person(s).

23.7 An authorization for the representative of the Bidder signing the Bid is to be provided through a written power of attorney/board resolution accompanying the Bid. All pages of the bid shall be initialed by the person or persons signing the Bid.

23.8 COMMERCIAL BID is to be submitted online. The Bidder should quote the price strictly as per commercial bid format specified in Annexure “D” of this bid document.

24. SUBMISSION OF BIDS

24.1 Bidders are required to strictly submit their bids in electronic form using the e-procurement system of the Bank (at <https://etender.pnbnet.in>) by using their digital certificates valid for 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 TENDER document and further corrigendum, if any can also be downloaded from bank’s website www.pnbindia.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.

24.2 All the technical supporting documents should be submitted manually before the final date & time of bid submission at the following address:

The Chief Manager
Punjab National Bank,
Printing and Stationery Department,
First floor, C-13, Sector- 1, Noida- 201301

25. EVALUATION AND AWARD CRITERIA

25.1 PRELIMINARY EXAMINATION

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

Every applicant Bidder will be evaluated technically in terms of minimum eligibility criteria fixed as per Annexure “C” and Commercial will be derived online only as shown in the format placed in Annexure “D” for reference.

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

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

25.4 The Bidder/their representatives, who are present, shall sign the register evidencing their attendance. In the event of the specified date of bid opening being

declared a holiday for Bank, the bids shall be opened at the specified time and place on next working day.

25.5 Technical Evaluation will be done in following stages:

25.5.1 Verification of Bid fee and Bid Declaration form: First of all, Cost of bid and bid declaration form of all Bidders will be verified. If bid declaration form of any Bidder is not found in order or not found to have been submitted, that Bidder will be declared ineligible for further participating in the tender process.

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

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

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

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

25.6 **Commercial Evaluation:**

25.6.1 The COMMERCIAL BIDs of only those bidders, whose technical bids have been short- listed, will be opened online. Decision of the Bank in this regard shall be final and binding on the bidders.

25.6.2 The commercial bids shall be opened in the presence of shortlisted bidders, if they choose to be present. The intimation of time and place of opening of commercial bids will be informed separately to the shortlisted bidders only. If the shortlisted bidders or their duly authorized representatives are not present, the commercial bids will be opened in their absence. No information regarding the Commercial opening will be pro-

vided later to the bidders who did not attend the commercial opening, neither telephonically or through mail.

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

25.7 Reverse auction: Bank may opt to go for Reverse Auction (RA), if required. The decision of Bank is final in conducting Reverse auction.

25.7.1 Price Variation Factor: If any bidder quoting higher prices, higher by more than 40% as compared to the average quoted prices (of all technically qualified bidders) for all items in aggregate, such bidder shall not be called for reverse auction process. If due to such price variation factor, a bidder is not found eligible to be called for reverse auction and only one bidder is left commercially eligible, in such a situation, Bank reserves the right to negotiate with the L1 bidder.

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

25.7.3 Bank will hold Reverse Auction in the event of two or more bidders are commercially eligible. Final price shall be arrived after Reverse Auction. The procedure for the same is available on our e-procurement website. Base Price, Bid decrement value will be as per Bank's Discretion and will be communicated to all commercially eligible bidders only for seeking acceptance.

25.7.4 If the commercially eligible bidders do not accept the base price and bid decrement value fixed by the Bank within the stipulated time given by the Bank, in such a situation Bank reserves the right to disqualify that/those bidder(s) from further tender process.

25.7.5 After giving the acceptance by bidder(s) for the base price and decrement value, if the bidder(s) do not login in Bank's E-Auction portal during the Reverse Auction or refuse to participate in Reverse Auction at any time thereafter, then the bidder(s) will automatically get disqualified for further tender process and the bidder(s) will not allow to participate in further Banks tender for 3 years.

25.7.6 During the course of Reverse Auction if eligible bidders accept the base price and do not place any bid below the accepted base price after logging into the Reverse Auction portal, then out of these bidders, the one who has quoted least total price in indicative Commercial bid format (Annexure D) shall be treated as L1 bidder.

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

25.7.8 In case no bidder turn up for Reverse Auction or Reverse Auction could not be held on the prescribed date and time due to unforeseen circumstances, Bank reserves the right to again conduct the reverse auction with revised base price.

25.7.9 The L-1 price and L-1 vendor for the rate contract will be decided on the basis of lowest cost derived after conducting reverse auction.

25.7.10 Bank intends to select more than one security printer for this job who will be agreeable to work on rates offered by the bank. Besides L-1 bidder, opportunity will be given to next lower bidders for this purpose, till required numbers of printers are empanelled. The total quantum of work shall be divided amongst the empanelled printers as per requirement of the bank. The decision of the bank in this regard shall be final & binding. In such case, the ratio of job allocation shall be as per requirement of the bank as below:

- (a) If two vendors are selected then ratio of allocation between L1 and L2 will be approximately 60% and 40% respectively at post Reverse Auction L1 rate.
- (b) If three vendors are selected, ratio of allocation among L1, L2 and L3 will be approximately 50:25:25 respectively, or as decided by the bank at post Reverse Auction L1 rate.

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

25.7.12 After completion of Reverse Auction, the L1, L2 and so on Bidder shall be declared as successful Bidder at sole discretion of the Bank.

26. CONTACTING PNB OR PUTTING OUTSIDE INFLUENCE

Bidders are forbidden to contact PNB or its employees or its Consultants on any matter relating to their bid from the time of submission of financial bid to the time the contract is awarded save and except as required under the Bidding Documents. 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.

27. ASSIGNMENTS

The Bidder 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.

28. DELAY IN BIDDER'S PERFORMANCE

Performance of job work shall be made by the Bidder in accordance with the time schedule specified by the Bank. Any delay in performing the obligation by the Bidder will result in imposition of penalties as detailed in terms and conditions (Point no.8 of terms and conditions)

29. 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 a sole arbitrator nominated by the bank after issue of at least 30 days' notice in writing to the other party clearly setting out there in the specific disputes and 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

Any proceeding /appeal in respect of above will be subject to the exclusive jurisdiction of courts at Delhi. The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, obtained. The language of arbitration shall be English and venue of the arbitration shall be New Delhi.

30. NON DISCLOSURE:

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

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

30.2 That the successful Bidder will agree that it shall neither use, nor reproduce for use in any way, any Confidential Information of the Bank without consent of the Bank. That the Successful Bidder will also agree to protect the Confidential Information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the Successful Bidder shall use reasonable efforts to advise the Bank immediately in the event that the Successful Bidder learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the Successful Bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.

30.3 That if the Successful Bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of the rights or

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

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

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

31. PROCUREMENT THROUGH LOCAL SUPPLIERS (MAKE IN INDIA)

31.1 Government has issued Public Procurement (Preference to Make in India) order, 2017 (PPPMII Order 2017), in pursuance of Rule 153 (iii) of the General Financial Rules 2017 (GFR), which govern procurement by all Ministries /Departments /Attached and Subordinate Offices / Autonomous Bodies / Government Companies, etc.

31.2 The essence of the PPP-MII order is basically to promote Indian Manufacturing, in alignment with Government's initiative to encourage "Make in India" .

31.3 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the nodal ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

31.4 Minimum local content: The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%.

31.5 Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for Class-I local supplier as per DPIIT vide OM P-45021/2/2017-PP (BE-II) dated 16.09.2020 issued the Public Procurement (Preference to Make in India) Order 2017-revision.

31.6 Only 'Class-I local supplier' as defined under the Order, shall be eligible to bid.

31.7 Bidders shall be required to provide a certificate as per format prescribed (Annexure-K) in the tender from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

Guidelines for Eligibility of Firms Registered under MSE

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

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

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

33. GENERAL PROVISIONS

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

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

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

33.4 That the Bank, its representatives, its Regulators including RBI or persons authorized by the Regulator, its internal/external/other Auditors, shall whenever required/called for have access to any documents, records of transactions, Information Technology systems and other necessary information processed/stored by, Bidder, and document/information given by the Bank to the Bidder and/or relevant to

the outsourced activities available with the bidder pertaining to the services provided under this Agreement by the bidder. Bank shall provide a reasonable prior notice before such audit and the cost of the audit shall be borne by the Bank. Where any deficiency has been observed during audit by regulatory authority on the risk parameters finalized by the Bank, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

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

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

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

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

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

QUANTUM OF WORK

Approximately **6200 Lakh +/- 10%** cheque leaves in cheque books of different denominations for 2 years.

SCOPE OF WORK

1. DATA FILES

1.1 Master Branch Data

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

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

The master data have to be updated on continuous basis.

1.2 DAILY DATA

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

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

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

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

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

2. PAPER SPECIFICATIONS

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

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

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

3. PRINTING OF PERSONALIZED CHEQUE LEAVES

3.1 Base printing of Personalized Cheque Leaves.

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

The Cheque Leaves shall be printed as under:

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

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

3.2 Variable data printing of Personalized Cheque Leaves

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

- (i) Account Number in bold in the box provided for the same.
- (ii) Type of Account like Savings Account/Current account etc. horizontally outside the box for account number, in Hindi and English.
- (iii) Address of the branch in Hindi and English on top left side, just after the name of the bank.
- (iv) 'RTGS /NEFT IFS Code: (code of the branch)' below address of the branch.
- (v) Name of the account holder on right hand bottom side below the space for signatures & just above 'please sign above' For individuals' accounts, as per customer constitution, only title of the account and for other accounts, 'for..... (Title of).....' and 'Authorized Signatory (ies)' is to be printed.

- (vi) In case of new account, 'New Account' shall be printed in a box next to type of account as at (b) above and in some special accounts like 'NRE' accounts some indicators to that effect will also be printed.
- (vii) The prefix/alpha code shall be printed just above the MICR band.
- (viii) Cheque serial number shall be printed in body of the cheque also, in addition to in MICR band, vertically on extreme left hand side.
- (ix) Cheque Serial Number, MICR Sort Code and Transaction Code shall be printed with MICR ink at the appropriate place in the MICR band.
- (x) Date of cheque book printing shall be printed vertically on extreme left hand bottom side along with cheque number.
- (xi) Unique Alpha numeric code for each cheque leaf to be printed.

4. PRINTING OF REQUISITION SLIPS

4.1 Base printing of requisition slips

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

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

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

4.2 Variable data printing of requisition slips

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

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

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

5. PRINTING OF RECORD SLIPS

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

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

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

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

6. PRINTING OF COVER PAGES

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

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

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

7. PERFORATION & STUB

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

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

8. BINDING OF PERSONALISED CHEQUE BOOKS

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

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

1. Requisition slips
2. Record slips

3. Cheque leaves in ascending order of cheque numbers.

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

9. PACKING

The cheque books complete in all respect has to be packed individually into an envelope made of 75 micron LDPE or as applicable Govt. guidelines (including window). Envelope shall have window (transparent area) of same size as on the cheque book cover, so that the name and address of the account holder becomes visible for the purpose of delivery to the customer through post/courier. Envelope shall be got printed in 4 colors with solid ground printing as per specifications of the Bank from time to time & shall have provision for sealing of the envelope. LDPE envelopes should be environment friendly and each envelope should contain a certification to this effect on its body.

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

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

10. DISPATCH & DELIVERY

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

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

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

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

The printer shall have to provide daily dispatch data in soft copy to the postal authorities

and copy the same to the bank. Other MIS data, as required by the bank from time to time, shall also have to be provided by the printer to the bank by uploading in SFTP/emailing.

11 QUALITY CONTROL CHECK

- (a) All security forms should be checked at each stage of Base printing, Variable data printing & numbering, binding and packing by the trained staff of the printers.
- (b) All leaves with printing flaws and mistakes must be removed and replaced with corrected leaves with good workmanship and such records should be kept and produced at the time of inspection of the unit.
- (c) No security forms should be supplied without thorough checking by the printers for any printing mistakes, defects etc.
- (d) The printed formats are to be checked twice before packing and authenticated on packing slip.
- (e) Printer shall maintain a complete record of checking at each stage for mistakes, defects and corrections, replacements done during printing, binding and packing of security forms by way of a **Mistakes register** recording mistakes, defects, replacements which should be produced before the banks inspecting officials if demanded by him/her.
- (f) **MICR ink used must not be refurbished / refilled.**
- (g) Post printing, 100% quality inspection and gathering to be done to guard against the following: -
 - Wrong collation of Cheque leaves
 - Duplicate Cheque leaves
 - Wrong sequences of the Cheque (correct sequence: ascending)
 - Missing Cheque

12. OTHERS

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

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

12.3 Printer shall develop the software at their own cost, to process data provided in the form of encrypted text file (or any other format decided by the bank) to print the personalized information on cheque leaves and requisition slip as per the specifications of the

Bank & to provide MIS as per Bank's requirement. Any changes required to be made in future in this regard, shall have to be managed by the printer, without any additional cost.

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

12.5 The final proof (5 cheque books with minimum 5 leaves each) should be submitted to the Bank for approval before commencing execution of our orders. Printing of personalized cheque books shall have to be started by the Printer maximum within 30 days from the date of award of the job, by which time the security printer shall have to complete all arrangements including obtaining approval of cheque sample from NPCI. The bank will not be bound to provide any extension of time in this regard.

12.6 Printer is also required to submit specimen cheque leaves as per NPCI instructions for testing the compatibility of the same with CTS environment before execution of the work. All present as well as in future guidelines related to CTS standards issued by RBI / NPCI / IBA are to be scrupulously followed by the successful bidder and any changes (if not major) suggested by them have to be incorporated without charging any extra cost during the tenure of the contract.

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

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

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

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

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

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

12.10 Cream Wove paper of **60 GSM** for record slips, Art paper (130 & 170 GSM) for cheque books cover, Maplitho paper (**80 GSM**) for requisition slips and all other material including envelopes (environment friendly) made of 75 micron LDPE or as applicable

Govt. guidelines shall be used by the printers from their side and shall be got approved from the Bank before starting the job. LDPE envelopes should contain a certification that the same are environment friendly.

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

Terms & Conditions of Tender Document for Printing of personalised cheque books in different denominations

1. ACCEPTANCE OF ORDER

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

2. SIGNING OF CONTRACT

The successful Bidder(s) shall be required to enter into a contract with PNB, within 10 days of the award of the tender or within such period as may be specified by the Bank through Chief Manager, Printing and Stationery Department, Punjab National Bank, First floor, C-13, Sector-1, Noida-201301, Tel: (120)-4968002, on the basis of the Tender Document submitted by the successful Bidder, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work.

3. PERFORMANCE BANK GUARANTEE

The successful Bidder has to submit the Performance Bank Guarantee, detailed as under:

3.1 The Performance Bank Guarantee valid for 2 years + 6 months claim period from the date of award of contract will be equal to the 3% of expected contract amount and shall have to be submitted at HO- Printing and Stationery Department.

3.2 The performance Bank Guarantee will be furnished by the successful Bidder (as per the Performa to be provided by Punjab National Bank) from first class scheduled commercial bank (other than Punjab National bank) for due performance as per terms of the TENDER/Agreement to be entered with the Bank within 15 days of placement of Procurement order.

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

4. PAYMENTS

Bills for printing of personalized cheque books shall be submitted by the Printer after tallying all records for each day in respect of number of records provided by the bank, cheque books printed and packets delivered to postal deptt/ courier agency with original receipted

challans. The billing cycle shall ordinarily be fortnightly or as decided by the bank. The payment shall be made by the bank ordinarily within 15 days of receipt of bill, complete in all respects, preferably through e-channel.

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

5. TAXES

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

6. REDUCTION IN DUTY/ TAXES:

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

7. VALIDITY OF CONTRACT

The Bidder has to enter into a rate contract with the bank for performance of services as per terms & conditions of the tender document and functionality approved by the bank. The rates will be valid for a period of two years. Bank at its sole discretion may extend the contract for a further period of 6 months subject to satisfactory performance of Bidder. However, the bank shall have the right to terminate this agreement at any time without specifying any cause, by giving one month notice.

8 POWER TO VARY OR OMIT WORK

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

9. FORCE MAJEURE:

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

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations (d) present pandemic of COVID-19 (e) Commercial Hardship

10. TERMINATION OF CONTRACT ON DEFAULT OF FOLLOWING CONDITIONS:

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 bidder &/or debarring the bidder from participating in the bank's tenders for next 2 years, as it may deem proper for the below reasons.

- a) Excessive delay in execution of order placed by the Bank.
- b) Discrepancies / deviations in the agreed processes and / or Services.
- c) Failure of successful bidder (Vendor) to complete work within the time as specified in the contract.
- d) Violation of terms & conditions of the RFP or Breach of the agreement.
- e) If at any stage, it is found that the information provided by the bidder is false/fabricated.
- f) If the services provided by the bidder are not found satisfactory.
- g) If the bidder fails to execute the work or any part thereof in accordance with the contract.
- h) If abandonment of the work or any part thereof by the bidder.

- i) If the progress made by the bidder is found to be unsatisfactory.
- j) If the bidder fails to deliver any or all of the services within the time-period(s) specified in the contract.
- k) Distress, execution, or other legal process being levied on or upon any of the bidder's goods and / or assets.
- l) If the Bidder shall assign or attempt to assign his interest or any part thereof in the contract.
- m) In case the printer fails to commence the job within stipulated time period or if the printer stops printing of PCBs during the period of Agreement

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

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

11. USE OF NAME/LOGO OF THE BANK:

The bidder shall not use for publicity, promotion or otherwise any logo, name, trade name, service mark, or trademark or any simulation, abbreviation, or adaptation of the same of the Punjab National Bank or any of its affiliates or the name of any Bank's employee or agent without Bank's prior written consent. Violation thereof shall constitute material breach of the terms of the contract/Agreement and shall entitle the Bank to take appropriate actions as available to it in law and the RFP. Any publicity relating to the work to be carried out towards the work is strictly prohibited. No information of any nature related to this project shall be disclosed to any third party unless otherwise necessary prior permission to Banks.

12. INDEMNITY

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

13. CONFIDENTIALITY

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

14. VERIFICATION

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

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

15. NON-EXCLUSIVITY

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

16. REPRESENTATIONS & WARRANTIES

The bidder represents and warrants in relation to itself that:

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

17. LIMITATION OF LIABILITY

Bidder aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims or for Integrity Pact/IPR Infringement indemnity.

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

- (i) Breach of the confidentiality terms.
- (ii) Liability for an infringement of a third party's IPR by the bidder.

- (iii) Any other liability that cannot be capped or excluded as a matter of applicable law and imposed by the statutory authority/ government bodies/ court tribunals etc.
- (iv) Liability of the Vendor in case of gross negligence or wilful misconduct attributable to the Vendor while providing services under this Agreement.
- (v) Liability of the Vendor in case of fraudulent acts or wilful misrepresentation attributable to the Vendor regarding the services provided under this Agreement.
- (vi) Bodily injury (including Death) and damage to real property and tangible property caused by successful bidder/s' gross negligence.

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

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

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

18. INTEGRITY PACT

The Bidder should sign the Integrity Pact as per the Performa (Annexure-E) provided by the bank as per CVC guidelines. There shall be no negotiations regarding modification in the Integrity Pact and no such requests shall be entertained.

Details of Bank's IEM (Independent External Monitors) is as under:

Sl.No	Name of IEM	E-mail	Mob. No.
1	Shri Raj Kumar Singh, (I.R.S. Retd.)	mrrajksingh@gmail.com	8141488880
2	Dr. Sarat Kumar Acharya, Ex- CMD,NLC India Ltd	sarat777@rediffmail.com	9442118060

19. SUPPLY OF MICR PAPER

The Bank will supply the required quantity of MICR grade cheque paper. The Bank's paper stock supplied for printing must be properly stored (distinctly separable from the stocks of other entities), if any, as a bailee by the Printer. The object is to ensure that there is no deterioration in its quality. A **name board is to be displayed prominently**

indicating that it is the property of Punjab National Bank. All MIS reports at regular intervals, as desired by the Bank to be provided. The MICR paper should be utilised as per 'First-in first-out' basis.

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

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

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

20. PAPER INSURANCE

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

21. DATA & SECRECY

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

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

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

21.4 The Printer shall be solely responsible & accountable for any loss caused to the Bank due to misuse of data provided by the Bank to the printers or loss of such data or

theft/leakage of such data or capturing of wrong data on cheque books due to their negligence or otherwise.

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

22. BUSINESS CONTINUITY PLAN OF THE PRINTERS

The Security Printer shall at their own expenses develop and establish a robust framework for documenting, maintaining and testing business continuity and recovery procedures. The Security Printer shall periodically test such business continuity plan and recovery procedures at their premises. The Bank shall be entitled to conduct joint testing and recovery exercise with the Security Printer. The Bank shall be entitled to appoint another printer to provide the services in the event of the services by the Security Printer being interrupted for any reasons whatsoever. The Security Printer shall adhere to fair practice in performance of the Services.

23. HOLIDAYS

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

24. INSERTIONS

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

25. ART WORK

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

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

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

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

26. VISIT AT PRINTER LOCATION

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

27. NEW PRINTERS

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

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

28. ALTERNATE ARRANGEMENTS

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

29. CCTV CAMERAS

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

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

31. Tender should be submitted by the eligible security printers in Performa, provided herewith, completely filled in, along with all relevant documents. Incomplete bids will be

summarily rejected. Any additional information to be provided by the tenderers may be submitted in relevant places provided or annexed separately. All the papers/documents submitted should be signed/self-attested by the authorized person (Proprietor /Partner/Director), as the case may be.

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

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

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

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

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

37. PRINTING ERRORS:

In case of any printing error and damage thereof (detected during manual quality checking of each cheque leaf), the particular damaged cheque sheet (3 cheque leaves) would be branded as "CANCELLED" by the person engaged in printing job and hand over the same to another person not connected with the printing and especially authorized by the company (Security Printer) to handle the records related to re-printing job.

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

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

After shredding (by a different person) the damaged cheque leaves, the details would be signed by the employee and checked by authorized person. The reprinting log / audit trail

would be provided to the Bank at the time of audit by the Bank. These logs should be preserved **even beyond 90 days of general back up.**

38. LIQUIDATED DAMAGES

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

SI.No	REASONS	AMOUNT OF PENALTY
I	Rejections during printing or any shortage of MICR paper	110% of Cost of MICR paper and no Printing charges to be paid
II	Wrong printing (detected after dispatch) (Minor mistake not resulting in rejection of cheque book)	Rs.50 per Cheque Book or cost of cheque book whichever is lower
III	Wrong printing (detected after dispatch) (Resulting in rejection of cheque book)	Rs.150 per cheque book + cost of Cheque Book Cost of printing +cost of paper + legal expenses on account of any suits and claims against the Bank, if any, will be recovered
IV	Variation in Art Work or in printing or in ink density of fugitive/florescent/ordinary ink or void pantograph(detected after dispatch)	Rs.5,000/- per order, in case of any deviation from the approved sample/requirement.
V	Defective perforation/binding	Rs.25/- per cheque book or cost of cheque book whichever is higher.
VI	Dispatch of cheque books with wrong variable data/ wrong address/ wrong requisition slip etc.	Rs.1,500 per cheque book or as may be decided by the bank
VII	Dispatch of cheque books with missing/ duplicate/ additional leaves	Rs.1,500 per Cheque Book
VIII	Delay in Handover /delivery of PCBs to courier/postal dept.	Up to 24 hrs. – Rs. 3 per article Beyond 24 hrs- Rs.5 per article per 24 hrs
IX	Misuse/loss/theft/ leakage of data	As may be decided by the bank
X	Other mistakes	As may be decided by the bank
XI	Wrong sequencing	Cost of paper to be reimbursed to the Bank + transportation expenses and fresh printing at the printers cost has to take place.

XII	If errors occur in the same count on three or more occasions within six months	Bank may discontinue placing orders with the vendor along with/ or imposition of penalty.
-----	--	---

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

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

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

41. REGISTERS TO BE MAINTAINED AND MIS FORMATS

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

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

SL	Name of Register/MIS Report
1	MONTHLY PAPER STOCKS STATEMENT
2	MONTHLY STOCKS STATEMENT OF BASE STATIONERY
3	STOCK STATEMENT OF BASE STATIONERY FOR CHECKING
4	WASTAGE AND SHREDDING REGISTER FOR PRINTED SHEETS
5	SHREDDING REGISTER FOR DAMAGED PAPER
6	MISTAKES REGISTER

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

41.1 STOCK STATEMENT (MIS 1).

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

41.2 STOCK OF BASE STATIONERY (MIS 2)

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

41.3 WASTAGE REGISTER AND SHREDDING REGISTER (MIS 4)

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

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

41.4 DAMAGED PAPER (MIS 5)

Any external defect in MICR paper is to be brought to the attention of the immediately, preferably same day failing which the bank shall not be responsible in any way. **A proper noting of the same to be mentioned in MIS 5.** Any instance of shredding of MICR paper by Printer has to be in the presence of officials of the bank.

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

Bidder Information (attach separate sheet, if required)

Name of Printer _____

PART A: ESTABLISHMENT

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

S.No	Designation	Age	Experi- ence	Qualifications	Responsibilities
14	Whether empanelled with IBA, if yes, since when and date of last renewal (enclose proof)				
15	Details of any outstanding complaints / litigations with IBA/Banks /Govt. etc.				
16	Website Contact Person(s): Phone E-mail				

PART B: PAST PERFORMANCE

1	Since when security printing activity started by the company				
2	Formats or printing undertaken (book form or continuous sty. Or both)				
3	Type of major activities undertaken during the past 3 years				
4	Whether any specialized/ unique security features in security instruments have been printed in the past (If yes, give details)				
5	Total turnover (Rs. In lacs) (security printing only) (please submit the copies of Balance sheet & Profit and Loss in support of it) A certificate prepared by Chartered accountant (containing the UDIN number) is to be submitted for financial years 2018-19, 2019-20 and 2020-21, certifying the amount of	Financial Year	Turn-over (lacs)	Profit/Loss(-) in lacs	Net worth
		2018-19			
		2019-20			
		2020-21			

	turnover related to printing of MICR cheque for scheduled commercial banks. This certificate is to be submitted in addition to the Balance sheet & profit and loss statement.				
6	Quantum of printing of security instruments (Please include only number of original security instruments only, copies if any should not be included. Value should be the charges received.)	<u>Period</u>	<u>Total no.of Security Instruments</u>	<u>Value(Rs.)</u>	
		<u>2018-19</u>			
		<u>2019-20</u>			
		<u>2020-21</u>			
7	Whether infrastructure for personalized cheque book printing is Available (if yes, give details of process and equipment)				
8	Whether personalized cheque books are being printed for any banks (if Yes, give names of banks and quantum. Preferably enclose specimen)				
9	Any other relevant information				

PART C: INFRASTRUCTURAL FACILITIES & SECURITY

1	Whether factory premises are owned or rented	
2	Total area of factory premises	
3	Total covered area (you may attach a sketch of factory premises)	
4	Whether factory premises are fenced as per IBA guidelines (give details)	
5	Area of paper godown and storage capacity at a time for reels/reams (in KG)	
6	Type of paper godown (specify features in respect	

	of safe storage of bank's paper)	
7	Whether godown is directly accessible from machine room	
8	Whether all operations of paper godown are recorded & checked	
9	Whether unit is carrying out only security printing jobs	
10	If general printing jobs are also undertaken, whether security & general printing sections and paper godowns are segregated, if yes, how ?	
11	Whether designing, processing & plate making are done within the premises	
12	How many shifts, the unit is working	
13	Total installed power connection	
14	Total connected load	
15	Alternate power arrangements during power failures	
16	Whether any vehicles for transportation of security forms are owned, if yes give details	
17	Whether visitors register is maintained at factory gate & no unauthorized entry is allowed	
18	Whether physical search of all workers is undertaken while leaving the factory	
19	Whether all workers wear pocket less uniform	
20	Whether closed circuit TV surveillance system is installed & working	

21	Whether job cards for each order / lot is maintained	
22	Whether record of issue, consumption, wastage & destruction of security paper is maintained	
23	Whether record of mistakes/ Replacement of leaves etc. Is maintained	
24	Details of security arrangements	
25	Whether security is managed by self or through private security agency	
26	Any other relevant information	

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

LIST OF MAJOR CUSTOMERS-BANK ONLY (During last three years only)

Name of Printer _____

Sl. No	Name of the Bank	Type of jobs undertaken	Period	Number of security instruments (Year-wise)	Value (Charges received)

Date:

Authorized Signatures with rubber stamp

AGREEMENT -FORMAT

This agreement is made at New Delhi on..... day of 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 its Printing and stationery Department at (Hereinafter referred to as "The Bank ") of the one part & M/s. (Herein after called "the tenderer") of the other part.

Whereas the Bank has floated tender documents inviting tenders from eligible Proprietorship/partnership firms/agencies/companies for the **"Printing of personalized cheque books of different denominations"** WHEREAS the Bank is desirous of Selection of IBA approved security printers and has by letter of acceptance dated..... accepted a tender by the bidder for **Printing of personalized cheque books of different denominations.**

After discussion, the Bank and the bidder 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.
- e. Other additional documents as required.

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

2. In consideration of payment to be made by the Bank to the successful bidder as hereinafter mentioned, the successful bidder 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 Bidder 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. Language of arbitration shall be English and venue of arbitration shall be at New Delhi.

SIGNED AND SEALED AND DELIVERED BY THE

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

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

Name:

Name

Address:

Address:

This draft agreement included in the tender documents is only for the information of the bidders. Only the successful bidder will be in due course, required to execute the complete agreement. The terms contained in this tender shall form part of the agreement and the Bank may add/modify/delete clauses in the agreement in line with the tender at the sole discretion of the Bank.

The applicant should satisfy the following minimum eligibility criteria

Sl. No	Eligibility Criteria	Certification/Documents required
1	The bidder should be an IBA approved security printer and should be valid as on last day of the month of opening of tender.	IBA certificate
2	Bidder should be a registered firm/company	Certificate of incorporation or any other certificate of registration issued by Competent Authority from Government.
3	Bidder should have experience of having printed Minimum 12.00 crores of PCB leaves of scheduled commercial bank in at-least one Year during last 7 years as on 31.03.2022. (Specimen of PCB to be attached)	Certificate from the institution's concerned division relating to satisfactory performance, quantum of work done in specified year and specimen of PCB as mentioned above. Such certificates should have the complete contact details (Name, Contact No. and e-mail ID) of the issuing authority.
4	<p>The Bidder should have minimum average annual turnover of 3 crores during preceding three financial years i.e. 2019-20, 2020-21 and 2021-22.</p> <p>This must be individual firm/ company turnover and not of any group of firms/ companies and the said turnover should relate to the printing of MICR instruments only and should have positive net worth.</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> <p>(a) Stating the net worth figures for last 3 financial years i.e. 2019-20, 2020-21 and 2021-22.</p> <p>(b) Stating the amount of turnover related to printing of MICR cheque for scheduled commercial banks.</p>
5	Bidder should not be debarred by any Govt./ PSU/Scheduled commercial bank.	<p>Bidders, should submit an undertaking on their letterhead as below:-</p> <p><i>"We have not been blacklisted/debarred by the Bank or any other reputed institution during last three financial years and current financial year from participating in future tenders"</i></p>
6	Bidder should not be in caution list of RBI	Self-certification

7	The bidder should have experience in printing of Personalized cheque leaves of scheduled commercial banks for minimum 3 years as on 31.03.2022.	Copy of job/work orders, completion certificate/performance certificate from the concerned division of the institution.
8	The bidder should have 24 X 7 Security Guards for the premises.	Self-certification
9	The bidder should have 24 hrs. CCTV Surveillance with Minimum 3 months recording	
10	The bidder should have a fire and safety system with fire exits, alarms, sprinklers and smoke detector system.	
11	Machine requirements :- The bidder should have the below machines to execute the printing of PCBs	
(a)	4 color SHEET FED OFFEST MACHINE minimum size 20"*28"- minimum 1 number	To be mentioned in list of machinery as per annexure A
(b)	Variable Data printer with speed minimum 150 PPM A4 size - minimum 6 numbers OR A3 size- Minimum 3 numbers	
12	Bidder should have provision for safe keeping of PNB's MICR paper separately under lock and key. The printing and storage facility for unprinted MICR paper, base printed sheets and finished PCBs should be under one roof.	Self-certification along with the map showing demarcation of the proposed area for storage of bank's paper.
13	Printer shall not be defaulter to any tax/Govt. Authorities/statutory dues etc.	An undertaking letter on their letter head.
14	Access be provided at any time to our Bank officials/inspecting officers / regulatory authorities etc. without demur.	An undertaking / letter of access to be submitted by the printer

Relaxation for Start-up Firms Recognized by Department of Industrial Policy & Promotion (DIPP):

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) will be provided 5 % relaxation on prior experience & 5 % relaxation on financial turnover for Start-ups **subject to meeting of quality & technical specifications.**

Note:- All the above documents should form a part of technical bid.

Signature:

Seal of Firm/Company

All self-certification for 8-10 should be as per annexures H & I and on firm's letter head.

Proforma of Commercial bid

(Bidders are instructed to quote their rate only on bank's E-Procurement portal <https://etender.pnbnet.in>) – Rates submitted in physical forms will not be considered by the bank.

Sl. No	Item Specification	Rate per cheque leaf (All inclusive, except GST)
1.	Printing of Personalised cheque book as per the technical specifications mentioned in the tender document.	Rs. XX.XXXX (rates can be quoted upto 4 digits after decimal)
	GST shall be applicable as per GST norms.	

The quoted rates are all inclusive (except GST) of cover pages, requisition slip, record slip, and envelope.

Applicable rate of GST as on bill date shall be paid by the Bank. These are confirmed rates and valid for 2 years and further extendable by 6 months at the bank's discretion.

The supply shall have to be made as per delivery schedule mentioned in the tender document.

We have gone through the terms & conditions & Technical Specifications as given in tender document and agree to abide the same unconditionally.

UNDERTAKING FOR INTEGRITY PACT

Date:

**Chief Manager
Punjab National Bank,
HO: Ptg & Sty Deptt
C- 13, Sec- 1, Noida
UP – 201 301.**

Sub: Submission of Tender for printing of personalised cheque books of different denominations.

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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

Integrity Pact

Punjab National Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970 (Act no V of 1970) and having its Corporate Office at Plot no. 4, Sector 10, Dwarka, New Delhi 110075, hereinafter referred to as “The Principal”, which expression shall mean and include unless the context otherwise requires, its successors in office and assigns of the First Part.

And

M/s. _____ having its registered office at _____ hereinafter referred to as “The Bidder/Contractor”, expression shall mean and include unless the context otherwise requires, successors and permitted assigns of the Second part.

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced person.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard,

the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or the other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposal and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2). The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section-3 Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the existing provisions of GFR, 2017, PC Act, 1988 and other Financial Rules/Guidelines etc.

Section 4- Compensation for Damages

(1). If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to earnest Money Deposit.

(2). If the Principal has terminated the contract according to Section 3, or the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5- Previous transgression

(1) The Bidder declares that no previous transgression occurred in the last three years immediate before signing of this integrity pact with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprises or central/state government department in India that could justify his exclusion from the tender process.

(2). If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in " Guidelines on Banning of business dealing".

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

(1) In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all the Bidders who do not sign this Pact or violate its provisions.

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

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

Section 8- Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under the agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would be provided access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/ records/ information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Managing Director and CEO, Punjab National Bank.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractor.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on "Non-Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform MD & CEO, Punjab National Bank and recuse himself/herself from that case.

(5) The Principal 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 Principal and Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right

to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the MD & CEO, Punjab National Bank within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the MD& CEO, Punjab National Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD & CEO, PNB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word '**Monitor**' would include both singular and plural.

Section 09- Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion future business dealings. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by MD & CEO, PNB.

Section 10- Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the "Place of award of work".

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

(3) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(4) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(5) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(6) Issues like warranty/Guarantee etc. shall be outside the purview of IEMs.

(7) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

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

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

Place.....

Date.....

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

CONFIDENTIALITY - CUM – NON – DISCLOSURE AGREEMENT

This Confidentiality –cum- Non disclosure Agreement is entered into at New Delhi on this _____ between _____ having its registered office at _____ through Shri _____ authorized signatory as per resolution No. _____ dated _____ passed by the company in its meeting held on _____ (herein after referred to as the contractor) which expression shall include its heirs, executors, at administrators and assigns) of other part

And

Punjab National Bank, a Body Corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Corporate Office at Plot No 4, Sector -10 Dwarka New Delhi -110075 and its Printing and stationery Department at First floor,C-13, Sector-1, Noida- 201301 (herein after referred to as 'PNB').

The Bidder 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 witnesseth:-

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 secret trade 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. 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'.

3. 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.

4. Limit on Obligations:

The obligations of the Recipient specified in clause 3 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.

5. 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.

6. 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)

7. Term: The obligation pursuant to Clause 2 and 3 (Confidentiality and Non-Disclosure of Proprietary Information) will survive for one Year 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.

8. Damages

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 irrep-

arable 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 loss and damages on account of such disclosure.

Each party agrees to indemnify the other against loss suffered due to breach of contract and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.

9. Miscellaneous

a) This Agreement may 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) The Agreement shall be construed and interpreted in accordance with the laws prevailing in India.

d) The award letter dated _____ shall be deemed to form and to read construed as part of this agreement.

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

SIGNED AND SEALED AND DELIVERED BY THE

M/s _____

Authorized Signatory

Shri _____

Designation_____

For Punjab National Bank

Authorized Signatory

Shri _____

Designation_____

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, including the rate for printing. We have necessary infrastructure, experience, expertise to undertake printing of Personalized Cheque Book for your bank.

(Authorized Signatory)

(Please affix company's rubber stamp)

Name **Designation**

Address:

E- mail: **Mobile No:**

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

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

- (a) 24 X 7 Security Guards
- (b) 24 hrs. CCTV Surveillance with Minimum 3 months recording

Authorized signatory

Sign

Seal

Date

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

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

Authorized signatory

Sign

Seal

Date

TO,
THE ASSISTANT GENERAL MANAGER,
PUNJAB NATIONAL BANK,
PRINTING AND STATIONERY DEPARTMENT, NOIDA

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

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

AUTHORISED SIGNATORY

MONTHLY PAPER STOCKS STATEMENT												
PUNJAB NATIONAL BANK												
FOR THE PERIODS..... TO												
PAPER SPECIFICATION MICR CHEQUE PAPER SIZE : 44.5 CM x 57.5 CM/95 GSM/ 12.2 KG.												
QUANTITY IN REAMS AND SHEETS												
SL NO	DATE	OPENING BALANCE	PAPER RECEIVED	TOTAL	DAMAGED STOCK AT GO-DOWN	TOTAL PAPER ISSUED FROM THE GO-DOWN FOR PRINTING	PAPER UNDER PROCESS	ADDITIONAL PAPER ISSUED FROM THE GO-DOWN	DAMAGED PAPER SENT TO SAFE KEEPING/SHREDDING	PHYSICAL STOCK OF PAPER AT THE GO-DOWN	NET STOCK OF PAPER AT GO-DOWN	REMARKS
A	B	C	D	E=(C+D)	F	G	H	I	J	K	J = (E-F-G) = (H+I+J+K)	J

Certified that,

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

2. The stock are fully covered by insurance against Standard Fire & Allied Perils and Burglary (including theft) shield Policy.
Policy No..... valid up to

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

Date:

Place:

Name and designation with Company Stamp

(Authorised Signatory)

MONTHLY STOCKS STATEMENT OF BASE STATIONERY									
PUNJAB NATIONAL BANK									
FOR THE PERIODS..... TO									
BASE PRINTING IN 12 UPS									
SL NO	DATE	QUANTITY IN REAMS AND SHEETS							
		OPENING BALANCE AT PRINTING UNIT	PAPER RECEIVED	TOTAL BASE PRINTED SHEETS	DAMAGED STOCK DURING PRINTING	DAMAGED BASE PRINTED SHEETS SENT FOR SHREDDING	NET BASE PRINTED SHEETS SENT FOR CHECKING	WORK ORDER NO.	RE-MARKS
A	B	C	D	E= (C+D)	F	G	H= E-F	I	J

Certified that,

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

2. The stock are fully covered by insurance against Standard Fire & Allied Perils and Burglary (including theft) shield Policy.
Policy No..... valid up to

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

Date:

Place:

Signatory)

Name and designation with Company Stamp

(Authorised

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

Certified that,

1. The Bank's paper stock reported in this statement has been taken from the relative figures in the stock Register maintained at the press and that the same agrees with the actual.
2. The stock are fully covered by insurance against Standard Fire & Allied Perils and Burglary (including theft) shield Policy.
Policy No..... valid up to
3. The Stock of paper belonging to PUNJAB NATIONAL BANK has been segregated and can be inspected at any time, without notice by Bank's representative.

Date:

Place:

Name and designation with Company Stamp

(Authorised Signatory)

MIS 4

**PRINTING WASTAGE & SHREDDING REPORT
PUNJAB NATIONAL BANK
SHREDDING REGISTER FOR PRINTED SHEETS**

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

MIS 5

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

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

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

SL. NO.	DATE	W/O No./ Reference No.	QUANTITY OF WRONG PRINTED SHEETS IN 3 UPS	Account number	Cheque no.	Nature of Defects/Reason for wastage	RE-PRINTED BY	RE-PRINTING VERIFIED BY	RE-MARKS

CERTIFICATE OF LOCAL CONTENT

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

Date:

To,

Dear Sir,

Ref.: RFP/Tender No.: _____ **Dated:** _____

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

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

Signature of Statutory Auditor/Cost Auditor Registration Number:

Seal

Counter-signed:

Bidder

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