

PUNJAB NATIONAL BANK



(E-TENDER)

TENDER DOCUMENT

FOR

PROCUREMENT

OF

1,08,000 KGs OF MAPLITHO PAPER

60 GSM IN REEL FORM

DATED: 22.04.2022.

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

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TIME SHEDULE & OTHER DETAILS OF THE TENDER

1	Date of commencement of Bidding Process	22-04-2022 from 10.00 Hrs.
2	Last date and time for sale of Bidding Documents	29-04-2022 Till 12:00 Hrs.
3	Last date and time for receipt of queries from bidders for Clarifications	25-04-2022 Till 11:00 Hrs.
4	Date of Pre-Bid Meeting	25-04-2022 15:00 Hrs.
5	Last date and time for Online bid submission (both Technical & Commercial) (Hash submission)	29-04-2022 up to 13:00 Hrs.
6	Last date and time for Bid Re-Encryption	29-04-2022 Till 15:00 Hrs.
7	Time for submission of technical supporting document (Hard Copy)	Till 29-04-2022 - 13:00 Hrs.
8	Date and Time of Technical Bid Opening	29-04-2022 15:01 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	As above, 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. Tenders submitted without tender fee, will not be considered.

13	<p>Earnest Money Deposit (EMD)</p> <p>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.</p>	<p>Bidder shall submit EMD of Rs. 2,00,000 (Rupees Two Lakhs Only) in shape of Fixed Deposit Receipt in favour of "Chief Manager, Punjab National Bank, Printing & Stationery Deptt., Noida A/c _____ (Name of the firm)" with a validity period of 6 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 to bidders	<p>Interested bidders are requested to send the e-mail at ptgstn@pnb.co.in containing following information, so that in case of any clarification, the same may be issued to them:</p> <ul style="list-style-type: none"> • Name of company, • Contact person, • Mailing address with Pin Code, • Mobile No, Telephone No., Fax No. • E-mail address etc.

Note:

- 1) Technical Bid 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. 011-23765468 or email us at eprocurement@pnb.co.in.
- 4) 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.

- 5) 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.
- 6) 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 take cognizance of the hardcopy of Technical bid.
- 7) Bidders should submit bids well before time rather than waiting for last moment to avoid any technical glitches or networking issues etc at their end.
- 8) 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.
- 9) 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).
- 10) 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.
- 11) 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).
- 12) 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.

UNDERTAKING FROM THE BIDDER

Date:

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 procurement of Maplitho Paper 60 GSM

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.
- 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

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.

Bank invites Technical and Commercial bids from **Paper Mills / authorized distributors of the said mills** for the purchase of Maplitho paper 60 GSM in reel size of **34.25" or 87 cm** as per details given below. The description of Goods as given in the tender documents can be further modified in future by the Bank.

In case of authorized representative, a letter of authorization to this effect from the bidder must be furnished. Joint bid will not be accepted by Bank.

2. ELIGIBILITY CRITERIA:

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

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

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

3. 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).

4. PRE-BID MEETING:

A pre-bid meeting will be held as per time schedule mentioned at page no 3 of this tender document 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 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.

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 Bidder's 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.pnbnnet.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 BIDS

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 may be modified subsequent to the deadline for Bid Hash Preparation. In case of any deviation in the bid submitted in Online portal and the hard copy bid, the one submitted online will be considered and will be evaluated.

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.

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.

13. LOCAL CONDITIONS

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

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 and no change in the price or substance of the bid shall be sought, offered or permitted.

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 a declared holiday for the Bank, the bids will be received up to the specified time on the next working day. The Bank may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Bank and Bidders, previously subject to the deadline, will thereafter be subject to the extended deadline.

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

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

17. BID EARNEST MONEY

Bidder shall submit EMD of Rs. 2,00,000/- (Rupees Two Lakhs Only) in shape of Fixed Deposit Receipt in favour of "Chief Manager, Punjab National Bank, Printing & Stationery Deptt., Noida A/c _____ (Name of the firm)" with a validity period of 6 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.

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.

19. BIDDING PROCESS (TWO STAGES)

19.1 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)

19.2 The Bidders will have to submit the technical bid in bank's 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.

19.3 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 description of Goods 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.

19.4 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 PROCUREMENT OF 1,08,000 KGs OF MAPLITHO PAPER-60 GSM IN REEL FORM”**

19.5 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).

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

19.7 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.

20. CONTENT OF DOCUMENTS TO BE SUBMITTED – TECHNICAL BID:

20.1 Proof for depositing cost of tender document.

20.2 Valid Fixed Deposit Receipt of **Rs. 2,00,000/- (Rupees Two Lakhs Only) towards Earnest Money Deposit** in favour of Chief Manager, PNB, Printing & Stationery Department, NOIDA A/c _____ (Name of your firm).

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.

Cheque in lieu of Earnest Money Deposit and Tender Fee will not be accepted.

Note: - Firms registered under MSEs (Micro small Enterprises) would be exempted from submission of Tender fee/cost and earnest money deposit form subject to furnishing of valid certificate for claiming exemption

20.3 GST Registration Certificate & PAN/TAN number and all other necessary approved licenses required by the law.

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

20.5 Documents as per Eligibility criteria **(Annexure-C)**

20.6 Banker details, duly signed.

20.7 Name(s) of the Managing Director/Managing Partner/ Proprietor/Key persons along with their telephone number, mobile number & e-mail ids on firm letter-head.

20.8 List of the important clients preferably Govt. Undertakings, Financial Institutions, Public & Private Sector Banks or reputed companies.

In addition to submission of above documents of technical bid in encrypted form on e-procurement portal, bidders are also required to submit all documents/ information related to the technical bid in **physical form (along with 20.9), to the bank in a sealed separate envelope on which words “Technical Bid: TENDER FOR PROCUREMENT OF 1,08,000 KGs OF MAPLITHO PAPER-60 GSM IN REEL FORM”** should be super scribed.

20.9 Ten Specimen/ Samples of the specified paper with name of the paper mill, duly indicating the technical specifications under firm's Stamp & Signature to be enclosed with the documents of technical bid in physical form. The same are not required to be uploaded on e-portal.

21. SUBMISSION OF BIDS

21.1 Commercial bid:

Bidders are required to strictly submit their bids in electronic form using the e-procurement system at <https://etender.pnbnet.in> of the Bank 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.

21.2 Technical Bid: 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

22. OPENING OF BIDS

All the bids will be opened at the date, time and locations mentioned in TENDER (as per tender schedule). The technical bids will be opened as per the time schedule provided in the tender document. 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.

23. BID CURRENCY

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

24. LANGUAGE OF BID

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

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 bids 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. An authorization for the representative of the Bidder is required.

25.4 Technical Evaluation will be done in following stages:

25.4.1 Verification of Bid fee and Earnest Money Deposit: First of all, cost of bid and earnest money deposit of all Bidders will be verified. If the same 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.

25.4.2 Bidder's response to Minimum Eligibility Criteria specified under Bid document: The Technical bids of those Bidders whose earnest money details/ Demand Draft 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.

25.4.3 Important point of Technical Evaluation: While submitting the technical bid document, the Bidders must submit detailed documentary evidence/records and sufficient documentary proof for all the information furnished. (Physically as well as online)

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

25.5 Financial Evaluation:

25.5.1 The COMMERCIAL BIDs of only those bidders, whose technical bids have been short-listed, will be opened online.

25.5.2 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 bid opening will be provided later to the bidders who did not attend the financial opening, neither telephonically or through mail.

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

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

25.6.1 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 eligible for opening of commercial bid, in such a situation, Bank reserves the right to negotiate with the L1 bidder.**

25.6.2 Bank will hold Reverse Auction in the event of two or more bidders are eligible for opening of commercial bids. 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 bidders eligible for opening of commercial bids (only for seeking acceptance).

25.6.3 If the bidders who are eligible for opening of Commercial bids, 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.

25.6.4 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 be allowed to participate in Banks' future tenders for 2 years.

25.6.5 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.

25.6.6 In case of any situation where one bidder is left eligible for opening of commercial bid, in such a situation, Bank reserves the right to negotiate with the L1 bidder. Bank also reserves the right to offer all order to L1 Bidder or Scrap the tender.

25.6.7 In case no bidder turns 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.

25.6.8 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.

25.6.9 After completion of Reverse Auction, the L1, L2 and so on Bidder shall be declared 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 commercial 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.

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 appeal 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, is obtained. The language of arbitration shall be English and venue of the arbitration shall be New Delhi.

30. 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 Goods/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 Goods/Services to the Bank.
- f. The bidder warrants that the technical quality and performance of the Goods/Services provided will be consistent with the mutually agreed standards.
- g. It is in compliance and shall remain in compliance of all the statutory and regulatory guidelines on the subject.

31. USE OF NAME/LOGO OF THE BANK:

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

32. 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 goods/services rendered by supplier or breach of any obligations mentioned in tender, including without limitation, breach of confidentiality obligations or any acts of commission / omission on the part of employees, agents, representatives or Sub-Contractors, etc of supplier. Supplier 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 bidder. 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.

33. 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 supplier 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 bidder 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 supplier'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.

34. VERIFICATION

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

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

35. NON-EXCLUSIVITY

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

SCOPE OF WORK / DESCRIPTION OF GOODS

1. SPECIFICATIONS & QUANTITY OF PAPER

Sl. No.	Type of Paper and specification	Reel size	Quantity
1	Maplitho paper- 60 GSM manufactured from virgin Agro based/ virgin wood based pulp.* <ul style="list-style-type: none">• Minimum Brightness – 85• Minimum Opacity – 85	34.25 “ or 87 cm	108,000 KGs ± 10 %

***The paper supplied should not be manufactured from recycled pulp.**

The minimum value for other parameters other than specified in the table above should be as per IS: 1848:2007.

Variation upto ± 10% in the proposed quantity to be purchased solely at the discretion of the Bank. However, bank will not be bound to place the order for any minimum quantity.

2. DELIVERY: Total supply should be made within 10 days from the date of order at HO: PSD Noida, Sector-1 or at the printer's premises as advised by the bank or at both places but within DELHI/NCR.

The paper supplied must conform to our technical specifications/ criteria as mentioned in this bid documents. Paper samples may be sent for testing through random sampling basis. Process of testing of paper usually takes 3-4 weeks.

3. LIQUIDATED DAMAGES

In case, paper supplied by the paper mills does not conform to technical specifications of paper prescribed by the bank, liquidity damage shall be imposed for each negative/ adverse deviation beyond the allowable variation, as mentioned here under: -

Parameter	Adverse Variation Beyond Allowed Limit	Liquidated Damage
GSM	Any adverse variation beyond allowable limit of (+/-) 2.5 %	Rejection of material.
Any other parameter (s)	Up to (-) 1.5%	2% of value of the questioned quantity for each parameter

	More than (-) 1.5% but up to (-) 3%	3% of value of the questioned quantity for each parameter
	More than (-) 3%	5% of value of the questioned quantity for each parameter + either rejection of material or/and debar from participating in next one tendering process/one year, as decided by the Bank

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

4 PENALTY ON DELAYED SUPPLY

Timely delivery & quality is essence of this job and therefore, delivery schedule should be strictly adhered to. In case of non-adherence to delivery schedule, **penalty** will be imposed as per following penalty clause: -

SI. No.	Delay period	Penalty
1	Delay up to 3 days	1% of the value of delayed supply
2	Delay for every additional day after 3 days up to next 7 days	4% of the value of delayed supply PLUS 2% penalty for each supply beyond 3 days
3	Delay after 7 days	Part or full order may be cancelled AND/OR any loss incurred or damages caused to the bank will also be recovered.

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

GENERAL TERMS & CONDITIONS

1. Acceptance of Order: The Bidder shall give acceptance within 1 working day from the date of order. However, Bank has a right to cancel the order, if the same is not accepted within the stipulated period from the date of the order.

2. Quantity of the Paper: Bank reserves the right to increase/decrease the quantity to be purchased by up to +/- 10%. However, bank will not be bound to place the order for any minimum quantity.

3. Fixed Deposit Receipt / Performance Bank Guarantee

3.1 The successful bidder shall have to furnish security deposit in the shape of Performance Bank Guarantee/Fixed Deposit equal to the amount of 3% of the contract amount, prior to delivery of goods or within 7 days from date of order, whichever is earlier, with validity period of 3 months (extendable by another three months, if required).

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.

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.

3.4 Performance Security Deposit/FDR shall be returned to the vendor immediately after successful execution of the order but not later than 60 days after completion of order subject to recovery of claim, if any.

3.5 If at any stage, it is found that the quality of paper supplied is not satisfactory, the security deposit of the printer shall be forfeited and the bank shall liquidate the damages from the security deposit or from the bill of the supplier.

4. INSURANCE: All the charges towards freight, insurance, clearance and all other taxes etc. except GST should be paid by the bidder for supply of Maplitho paper- 60 GSM at our godown at Noida or at the godown of our printers or at both places but within DELHI/NCR.

5. FORCE MAJEURE:

Notwithstanding the above provisions, the successful Bidder shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force

majeure. For purposes of this clause —force majeure means an event beyond the control of the bidder 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. 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

6. 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/quality and /or Goods/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 tender or Breach of the agreement
 - a. If at any stage, it is found that the information provided by the bidder is false/fabricated.
 - b. Notwithstanding the above, the Bank shall have the right to terminate this agreement anytime without assigning any reason whatsoever.

7 LIMITATION OF LIABILITY

7.1 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:-:-

1. Breach of the confidentiality terms.

2. Liability for an infringement of a third party's IPR by the bidder.
3. 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.
4. Liability of the Vendor in case of gross negligence or wilful misconduct attributable to the Vendor while providing goods/services under this Agreement.
5. Liability of the Vendor in case of fraudulent acts or wilful misrepresentation attributable to the Vendor regarding the goods/services provided under this Agreement.
6. 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.

8. 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.

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

<u>Sl. No</u>	<u>Name of IEM</u>	<u>E-mail</u>	<u>Mob. No.</u>
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

10. Tender should be submitted by the eligible bidders 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.

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

12. Sub-tendering of any job by the bidder shall not be permitted.
13. The usual terms and conditions of the Bank, in force from time to time, shall be applicable
14. In case of requirement, the Bank has the exclusive right to allot the job to more than one supplier on L-1 rates received in the tender/Reverse Auction.
15. In case the bidder fails to honour our orders on lowest quoted rates during the validity period, the Bank shall have the exclusive right to forfeit the security deposit/EMD in order to liquidate the damages caused to the Bank.
16. Conditional tender shall not be accepted by the bank.
17. No deviation in quality/specification of materials will be permitted.
18. Supply will have to be made at the concerned destinations, as per Bank's requirement & as per stipulated timeline.
19. Goods shall be accepted/received subject to verification by bank officials.
20. Bank reserves the right to impose penalty before accepting the goods (if found useable) for minor defects. In case of major defects, material will be rejected. The decision of the bank in this regard shall be final and binding.
21. **Rejected goods will have to be** removed from the Bank's/Printer's premises by the supplier **within 2 days at its own cost**, failing which these will be disposed-off by the bank at the cost & risk of the supplier. Bank will not be responsible in any respect in this regard and no claim for the same shall be entertained.
22. Bidders are requested to get clarifications regarding specifications etc., if any, during the prebid meeting as scheduled in the tender document.
- 23. SUPPLY:** No loading /unloading charges are payable by the bank. Paper should be delivered directly from Mills / their distributors F.O.R. at our NOIDA godown or at the printer's premises at Delhi/NCR along with Mill's gate pass, E-way Bill/ Invoices must be accompanied with copy of the order.
24. In case of identical rate of a particular variety of paper, bank has the right to split supply order to more than one supplier as per its requirement.
25. Bank reserves the right to purchase the required quantity of paper in any number of lots. However, economy of minimum size of the lot will be considered while placing the order.

26. GSM: No variation in grammage i.e. GSM and/or quality of the paper, beyond permissible limits, as specified in the tender document (Scope of work), will be accepted.

27. Weight of paper: - Variation in gross weight only up to +/- 2.5% for paper is acceptable. However, payment shall be made for the actual weight received or for the weight shown by the weighing machine, whichever is less.

28. In case, it is found at a later stage that the supplies have defects such as torn sheet, uneven surface, moisturized paper, uneven size/cutting or fluff etc, the supplier shall have to replace the material/ paper at their own cost and/or face penalties to the extent of loss incurred by the bank or as otherwise decided by the bank, by way of deduction from supplier's security/bills etc.

29. In case the bidder/supplier fails to honor our orders on contractual rates during the validity period of the tender, bank has the right to forfeit the Security deposit/or to debar the mill from participating in our tender for 2 years or for 4 tender processes, or as decided by the Bank. The decision of the Bank shall be final & binding.

30. Non-supply of paper: - In case of delay or non-supply, the Bank shall be entitled to get the same done from the open market and recover the cost, if any, from the printers including its Security Deposit/EMD. Bank shall also have right to take any other action, as it may deem fit, as it is a time bound job having statutory implication.

31. Bank reserves the right to impose liquidity damage for minor defects in paper, if it is found useable. In case of major defects i.e. paper found non-useable material will be rejected. The decision of the bank in this regard shall be final and binding.

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

33. PAYMENTS: After delivery 90% payment shall be released on the basis of certificate and test report of the mill to this effect and balance 10% payment shall be released subject to satisfactory test report of the paper from reputed test centers/labs.

Bank generally makes payment of bills within 15 days from the date of receipt of proper bill/invoice with all related documents. Payment will be made through RTGS/NEFT only.

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

35. Further GST will be paid on reimbursement basis i.e. bidder first pay to Govt. and then will claim it.

36. GST

36.1 GSTN details will have to be invariably mentioned in every challan and invoice.

36.2 Delivery challan/invoice/e-way bill should be in the name of firm to which order has been given and also in accordance to the GST norms.

36.3 GST Rate as applicable on supply date shall be paid by the Bank.

37. Purchase Preference to MSE Bidders shall be as under: a. If MSE bidders quotes a price within the band of the lowest (L-1) +15 percent in a situation where the L-1 price is quoted by someone other than an MSE, then the lowest among the MSE bidders will be eligible of being awarded the work if they agree to match the L-1 price. b. If the lowest among MSE bidders do not agree to match the non-MSE L-1 price, the process will continue with 2nd lowest MSE bidder and so on.

Annexure-A

Bidder Information (attach separate sheet, if required)

Name of Bidder: _____

1	Name of company	
2	Paper Mill or authorised distributor of the said mill	
3	If no, authorised distributor, name of the Mill	
4	Address- Registered Office	
5	Address- Factory	
6	Constitution (Proprietorship/Partnership/ Public/Pvt. Company)	
7	Date of incorporation (Activity as per incorporation) (copy of certificate of incorporation to be enclosed)	
8	Activity as per incorporation	
9	Names of Directors/Partners/Prop.	
10	Name of Bankers & Type of accounts maintained	
11	Registration with local civic authorities, if any (Give name of authority & type)	
12	Is the unit registered as an MSE (if yes, give registration number along with valid certificate)	
13	Is the unit registered under shop & Estb. act/factory act (if yes,	

AGREEMENT

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 **"PROCUREMENT OF 1,08,000 KGs OF MAPLITHO PAPER-60 GSM IN REEL FORM"** WHEREAS the Bank is desirous of Selection of successful vendor and has by letter of acceptance dated..... accepted a tender by the bidder for **PROCUREMENT OF 1,08,000 KGs OF MAPLITHO PAPER-60 GSM IN REEL FORM.**

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

Name:

Address:

Signature:
Seal of Firm/Company

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

Name:

Address:

Signature:
Seal

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.

ELIGIBILITY CRITERIA FOR PROCUREMENT OF MAPLITHO PAPER 60 GSM

Sl. No.	ELIGIBILITY CRITERIA	Documentation required
1	Bidder should be an established and registered firm/company	Bidder to give certificate of incorporation or any other certificate of registration issued by Competent Authority from Government.
2	<p>The paper mills for manufacturing & supply of Maplitho paper 60 GSM are eligible to participate in the Bank's tender directly or through their authorized distributor (s).</p> <p>(a) In case, a paper mill decides to take part in the Bank's tender through their authorized Distributor(s),</p>	1. A certificate to this effect by the mill on its letterhead, that the firm/distributor is authorized by the Paper Mill.
3	During the last 5 years, bidder should have completed one order of minimum 45,000 KGs of supply of any printing paper in one Financial Year during last 5 years as on 31.03.2022.	Certificate from the institution's concerned division relating to satisfactory performance, quantum of work done in specified year.
4	<p>The Bidder should have minimum average annual turnover of 100 lakhs during preceding FIVE financial years i.e. 2016-17, 2017-18, 2018-19, 2019-20, 2020-21. The net worth of the Bidder firm should not be negative on 31.03.2021 and also should have not eroded by more than 30% (thirty percent) in the last three years, ending on 31.03.2021. This must be individual firm/company turnover and not of any group of firms/companies.</p>	<p>Certified copy of audited Balance Sheets/or Provisional Balance Sheet (certificate from the Chartered Accountant in case of provisional balance sheet) for financial years 2016-17, 2017-18, 2018-19, 2019-20 and 2020-21 along with Technical Bid and a certificate from Chartered accountant for year wise turnover of relevant 5 financial years. The Bidder should also submit a certificate issued by their chartered accountant stating the net worth figures for last 5 financial years (mentioned above).</p>

5	Bidder should not be debarred by any Govt./ PSU/Scheduled commercial bank.	Bidders, should submit an undertaking on their letterhead as below: - <i>"We have not been blacklisted/debarred by the Bank or any other institution during last three financial years and current financial year from participating in future tenders"</i>
6	Bidder should not be in the Caution List of RBI or any other Govt. Organization/ Financial Institutions etc.	Self-undertaking
7	Acceptance of terms and conditions	Duly signed and sealed Annexure – F

8. PROCUREMENT THROUGH LOCAL SUPPLIERS (MAKE IN INDIA) Procurement through Local Supplier (Preference to Make in India) will be done as per the "Public Procurement (Preference to Make in India) Order 2017 issued vide Department of Industrial Policy and Promotion (DIPP) Notification No. P-45021/2/2017-B.E-II dated 15.06.2017 and thereafter revised vide Notification No. P-45021/2/2017-PP (B.E-II) dated: 28.05.2018, No. P-45021/2/2017- PP (BE-II) dated 04.06.2020 & No. P-45021/2/2017-PP (BE-II) dated 16.09.2020. The bidder (if local supplier) will have to submit a self-certification that the offered item meets the requirement for class I/class II supplier as the case may be. They shall give details of the Locations at which the local value addition is made.

The supplier at the time of bidding shall be required to upload self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

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	Paper Specification	Quantity required	Rate in Rs. per kg.
1.	Maplitho paper- 60 GSM of Reel size - 34.25” or 87 cm Manufactured from virgin Agro based/ virgin wood based pulp with technical specifications mentioned in scope of work of the tender document.	1,08,000 Kgs ± 10%	Rs._____ Per KG [Including all taxes and F.O.R. at our godown at Noida or printer premises in Delhi/NCR but excluding of GST]

The quoted rates are all inclusive of all taxes (except GST) and F.O.R at our godown at Noida or at the godown of our printers or at both places but within DELHI/NCR. Applicable rate of GST as on bill date shall be paid by the Bank. These are confirmed rates and valid for a period of 90 days from the date of acceptance by the Bank.

The supply will be made as per delivery schedule mentioned in the tender document.

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

Signature of Authorized Signatory of the Firm

Date :

SEAL

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 Purchase of Maplitho paper 60 GSM – 1,08,000 KGs
in reel form**

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 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 Head 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/Bid Security.

(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 recues 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)

Annexure - F

Acceptance of Terms & conditions:

We agree to abide by all the terms and conditions as laid down in the tender document unconditionally and shall execute the Bank's jobs on the bank's terms and conditions and adhere to the delivery schedule and specifications. We have necessary experience and expertise to undertake the tender for procurement of Maplitho paper 60 GSM- 1,08,000 KGs in reel form.

(Authorized Signatory)

(Please affix company's rubber stamp)

Name **Designation**

Address:
.....

E- mail: **Mobile No:**