

# **PUNJAB NATIONAL BANK**



## **(E-TENDER) TENDER DOCUMENT FOR OPEN TENDER FOR INVITING RATES FOR PREPARATION OF BANK'S STAFF JOURNAL “PNB PRATIBHA”**

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

## **INDEX**

Sl. No.	<u>Description</u>	Page No.
1	Time schedule & other details of the tender	3
2	Disclaimer	6
3	Undertaking by bidder to be submitted	7
4	Instructions to Bidders/Bidders	8
5	Description of goods.	20
6	Specifications and Goods and Scope of work	20
7	General Terms & conditions of Tender	22
8	Annexure A - Bidder Information	26
9	Annexure B – Copy of Agreement	27
10	Annexure C - Format for commercial Bid	29
11	Annexure D- Acceptance of terms and conditions	30

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

1	Date of commencement of Bidding Process	03-01-2023 from 11:00 hrs.
2	Last date and time for downloading of Bidding Documents	17-01-2023 up to 12:00 hrs.
3	Last date and time for receipt of queries from Bidders for Clarifications	06-01-2023 up to 16:00 hrs.
4	Date of Pre-Bid Meeting	09-01-2023 at 12:00 hrs.
5	Last date and time for Online bid submission (both Technical & Commercial) (Hash submission)	17-01-2023 up to 12:00 hrs.
6	Last date and time for Bid Re-Encryption	17-01-2023 from 13:00 hrs to 18-01-2023 till 11:00 hrs.
7	Time for submission of technical supporting document (Hard Copy)	17-01-2023 up to 12:00 hrs.
8	Date and Time of Technical Bid Opening	18-01-2023 from 12:00 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  <b>Note 1:</b> Tenders submitted without tender fee, will not be considered.  <b>Note 2:</b> MSE bidder is exempted from payment of cost of Tender if bidder furnish requisite proof subject to the satisfaction of Bank. Start-up bidder recognized by Department of Industrial Policy and Promotion (DIPP) is also exempted from payment of cost of Tender.	Rs. 500/- plus 18% GST (Non-refundable) i.e. Rs. 590/- should be submitted online only in favour of Punjab National Bank on or before last date of bid submission in the following account:  GST NO: 09AAACP0165GBZD IFSC Code: PUNB0412700, Bank & Branch: Punjab National Bank, Sector 1, Noida Account No. 4127002200000291 (16 digits) Account Name -Imprest account,  <b>Bidders to submit transaction ID in this regard.</b>
13	Earnest Money Deposit (EMD)  Note: MSE bidder is exempted from payment of EMD if bidder furnish requisite proof subject to the satisfaction of Bank. Start-up bidder recognized by Department of Industrial Policy and Promotion	Rs. 29,000/- (Rupees Twenty-Nine Thousand only) should be submitted online only in favour of Punjab National Bank on or before last date of bid submission in the following account:  GST NO: 09AAACP0165GBZD IFSC Code: PUNB0412700,

	(DIPP) is also exempted from payment of EMD.	Bank & Branch: Punjab National Bank, Sector 1, Noida Account No. 4127002200000291 (16 digits) Account Name -Imprest account  <b>In case of online submission of EMD, bidders to submit transaction ID in this regard.</b>
14	Contact to bidders	Interested bidders are requested to send the e-mail at procurement_psd@pnb.co.in containing following information, so that in case of any clarification, the same may be issued to them : 1. Name of company, 2. contact person, 3. mailing address with Pin Code, 4. Mobile No, Telephone No., Fax No. 5. e-mail address etc.

**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 on telephone No. 0120-4968004 or email us at [procurement\\_psd@pnb.co.in](mailto:procurement_psd@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](mailto: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 accept 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) Technical Bids needs to be submitted online as well as in physical form, and commercial Bids will be submitted **online only**. 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 for Preparation of Staff Journal Magazine "PNB PRATIBHA"**

We submit our Bid Documents herewith. We understand that

- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form/bank's format. Till such a formal contract is prepared and executed, this bid shall constitute a binding contract between us and bank.
- If our bid is accepted, we are responsible for the due performance of the contract.
- You may accept or entrust the entire work to one vendor or divide the work to more than one vendors without assigning any reason or giving any explanation whatsoever.
- Vendor means the bidder who is decided and declared so after examination of commercial bids.
- 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 \_\_\_\_\_ 202

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 local Delhi-NCR printer's for preparation of Bank's Staff Journal "PNB Pratibha"- Quarterly Magazine of the bank for a period of 2 Years. The quoted rates are invited for total cost of magazine including cost of paper, printing, binding etc. The scope of work/ description of Goods as given in the tender documents can be further modified in future by the Bank.

### **2. ELIGIBILITY CRITERIA:**

The invitation of bids is open to firms/entities located in Delhi/NCR and fulfilling the minimum eligibility criteria as mentioned below:

<b>Sl. No.</b>	<b>ELIGIBILITY CRITERIA</b>	<b>Documents required</b>
1.	Bidder should be an established and registered firm/company located in Delhi/NCR	Bidder to give certificate of incorporation or any other certificate of registration issued by Competent Authority from Government.
2.	Bidder should have work experience of printing of magazines for minimum 3 years and have printed Minimum 1,000 copies of magazines in a single order for Public Sector Banks/Public Sector Undertakings/Large Organizations during any of last 3 financial years (i.e. FY 2019-20 to FY 2021-22) without any default.	Proof of Delivery / Certificate from the institution's concerned division relating to satisfactory performance, quantum of work done in specified year.
3.	(i) The Printer should have minimum average annual turnover of Rs. 3.0 lakh during last three financial years i.e. 2019-20, 2020-21 and 2021-22. This must be individual firm/ company turnover and not of any group of firms/ companies.  (ii) The firm should also have positive tangible net worth in the last financial year.	(i-a) 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: (i-b) Stating the amount of turnover for last 3 financial years i.e. 2019-20, 2020-21 and 2021-22.



		(ii) Stating the tangible net worth figures for last financial year i.e. 2021-22.
4.	<p>Printer should have all necessary infrastructure to execute the printing of bank's staff journal magazines, preferably under one roof or within one premise:</p> <ul style="list-style-type: none"> <li>• Prepress: Complete in-house prepress facility for scanning (high resolution/quality images), computer typesetting, processing equipment, platemaking (CTP). In addition, printer should also have appropriate Unicode Hindi font (Mangal Font) and software to convert the data into printable format so that repeated proof reading is not necessitated.</li> <li>• The printer should have minimum 1 or more DTP operators/designer for designing of Bank's magazines who should be expert in both Hindi &amp; English typing. Printer should have one or more machines for color ferro proof/dummy proof for matching the color quality of magazine during printing on offset machine.</li> <li>• Four design options of magazines in each quarter/ issue shall have to be provided by the successful printer (L-1 bidder) out of which one design will be approved on which final work of magazines will be done.</li> <li>• Printing: Minimum Two or more four color Sheet-fed Offset Machines preferably of size 20 x 30" or above (to produce finished magazine of size 8.25"x 11").</li> <li>• Binding: Printer should have following minimum necessary Machines &amp; Equipment: - <ul style="list-style-type: none"> <li>(i) One folding machine with single or double fold.</li> <li>(ii) One section gathering machines</li> <li>(iii) One Perfect binding machine</li> <li>(iv) One cutting machines.</li> </ul> </li> </ul>	Self certification on letter head of bidder.

	<p>(v) One lamination Machines (vi) All other necessary equipment &amp; machines for binding &amp; packaging.</p> <p>A list of all machines &amp; equipment along with their sizes shall have to be submitted during submission of tender.</p> <p>Bidders shall also submit the samples of latest printed high quality Magazines on sheet fed offset machines duly signed &amp; with stamp of the firm along with the documents of Technical Bid.</p> <p>The machines/infrastructure shall be inspected by the officials of the bank before opening of financial bids</p>	
5.	<p>Bidder should not be debarred by any institution e.g., Govt. / PSU/Scheduled commercial bank and should not be in the caution list of RBI.</p>	<p>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. Also we are not in the caution list of RBI."</i></p>

## 2.1 OTHER DOCUMENTS TO BE INCLUDED IN THE TECHNICAL BID:

- 2.1.1 GST Registration Certificate/ PAN number and all other necessary approved licenses required by the law be submitted.
  - 2.1.2 Proof of being registered as MSE for the item under tender, if any.
  - 2.1.3 Acceptance of terms & conditions of the tender.
  - 2.1.4 **Ten Specimen/ Samples of the paper to be used with name of the paper mill, 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.**
  - 2.1.5 In addition to submission 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, to the bank in a sealed separate envelope on which words 'TECHNICAL BID FOR PREPARATION OF BANK'S STAFF JOURNAL "PNB PRATIBHA' must be written.**
- 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.

- Documentary evidence as explained in detailed “eligibility criteria’ must be furnished and non-submission of supporting documents may disqualify the Bidder.

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. 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.

### **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 at [procurement\\_psd@pnb.co.in](mailto:procurement_psd@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 who had 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 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](http://www.pnbindia.in) and <https://etender.pnbnnet.in>) and will be binding on all who are Interested in bidding.

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

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

## **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.pnbnnet.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. EARNEST MONEY**

Rs. 29,000/- (Rupees Twenty-Nine Thousand only) 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, Sector 1, Noida

Account No. 4127002200000291 (16 digits)

Account Name -Imprest account

**In case of online submission of EMD, bidders to submit transaction ID in this regard.**

#### **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. CONTENT OF DOCUMENTS TO BE SUBMITTED:**

Documents required in Technical bidding:

19.1 Proof for depositing cost of tender document.

19.2 Proof of Earnest Money Deposit

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

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/ description of Goods and technical specifications.

19.5 Any other document indicating features of the offered facilities.

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 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 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/ 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.

23.4 BIDs to be submitted in Electronic form in Bank's E-Procurement portal. The bid shall be signed using Digital Certificate of class II and above (both encryption and signing) 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 PREPARATION OF BANK'S STAFF JOURNAL "PNB PRATIBHA"**

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

- (a) Proof of Earnest Money Deposit
- (b) Hard Copy of the Technical bid.
- (c) Proof of payment related to cost of tender of Rs. 590/- 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 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 “C” 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 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](http://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 in the tender document and Commercial will be derived online only as shown in the format placed in Annexure “C” 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. Authorized representative should hold authorization letter on bidder's letter head.

25.5 Technical Evaluation will be done in following stages:

**25.5.1 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 cost of bid and/or Earnest Money Deposit 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's response to Minimum Eligibility Criteria specified under Bid document:** The Technical bids of those Bidders whose Earnest Money Deposit 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 Bidders must submit detailed documentary evidence/records and sufficient documentary proof for all the information furnished. (Physically as well as online)**

**25.5.4 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. The Bank reserves the right to accept or reject any technology proposed by the bidder without assigning any reason thereof.

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 provided 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:**

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 Bank will hold Reverse Auction in the event of two or more bidders are commercially eligible. Final (L-1) 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.

25.7.3 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.

25.7.4 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 participation in this tender process and also the bidder(s) will not be allowed to participate in Banks' future tenders for 3 years.

25.7.5 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 C) shall be treated as L1 bidder.

25.7.6 In case of any situation where Bank is left with only one eligible bidder, then Bank reserves the right to negotiate with the L-1 bidder and offer all order to L1 Bidder or Scrap the tender.

25.7.7 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.

25.7.8 The L-1 price and L-1 vendor for the tender will be decided on the basis of **overall lowest cost** derived after conducting reverse auction.

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

## **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**

Supply 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 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

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

## **DESCRIPTION OF GOODS**

It is a high quality job and the quality has to be maintained throughout contractual period.

The proofs of cover and inside text pages shall be approved by our HO: Rajbhasha Vibhag. You are requested to quote your rates inclusive of all raw materials and operations i.e. Photo composing, color correction of photo graphs, Planning Processing, Plate making, Printing, and Binding, including two digital dummy.

## **SPECIFICATION OF GOODS AND SCOPE OF WORK**

1.	<b>JOB</b>	Approval of rates for a period of 2 years or 8 issues, whichever is later & same can be further extended for one more issue at sole discretion of the bank, on existing term & condition of tender document for preparation of bank's staff journal "PNB PRATIBHA"
2.	<b>Finished size of Magazines</b>	Size: 8.25" x 11"
3.	<b>Page Level</b>	76 inner and 4 cover pages with a variation of $\pm 10\%$ in inner pages.
4.	<b>Quantity</b>	2,500 each issue • Variation up to $\pm 10\%$ in page level and in no. of copies at the discretion of the Bank
5.	<b>Paper</b>	Art paper – 130 GSM to be used for inside pages and 170 GSM for cover pages to be used by the printer of BILT Graphic Paper Products Ltd. or J.K. Paper Ltd.
6.	<b>Printing</b>	Four color throughout all pages
7.	<b>Lamination</b>	Cover Only
8.	<b>Binding</b>	Perfect binding
9.	<b>Data file</b>	The manuscript/pictures/transparencies and tables etc. shall be provided by our HO: Rajbhasha Vibhag, HO: Sector-10 Dwarka, New Delhi in Mangal font (Unicode font) and the printer has to show the proofs and get the same approved from the above department.
10.	<b>Designing</b>	Bank will provide Magazine Data in Mangal Font (Unicode font) only, Printer either retype it in printable format or Printer should have necessary software for converting of Mangal Font (Unicode font) into printable font. While retyping or converting it into printable format printer should ensure that retype data or converted data is as per the main data file  <b>Successful Printer (L-1 bidder) shall have to provide four options for design for each quarter magazines out of which one design will be approved by the bank on which final work of magazines will proceed. <i>Designing of all pages of Magazine including cover pages and making of CDR file etc to be done at Printers level.</i></b>

		<b>Printer shall have to provide two digital proof/dummy copy of magazine before final printing to check the color &amp; pictorial quality of magazines.</b>
<b>11.</b>	<b>Delivery</b>	All supply shall be completed within 7 days' time after the approval of the final proofs F.O.R. our godown at HO: Printing Stationery Department, C-13, Sector -1, Noida or HO: Sector -10, Dwarka, New Delhi or Bank's office in Delhi/ NCR.
<b>12.</b>	<b>Validity of Rates</b>	2 years or eight issues from date of approval by the bank, whichever is later & same can be further extended for one more issue at sole discretion of the bank, on existing term & condition of tender document
<b>13.</b>	<b>Note</b>	Printer should ensure magazine should be printed as per the high standard, i.e. Photo Quality, Designing, Typesetting, Binding should be of high quality, further it should be error free. Later, after printing if it is found that the magazine is not as per the approved digital proof/dummy copy, it is printer's responsibility to provide magazine as per the approved digital proof/dummy copy or he may act as per the instructions of PNB Rajbhasha Vibhag, HO, Dwarka, New Delhi. If it is required to reprint the magazine the entire costing of the reprinting including paper will be borne by printer only. In this regard the decision of PNB will be binding on Printer.

The cover of the magazine shall be printed on 170 GSM Art Paper in four color depicting color pictures inside as well as outside. The inside text pages shall be printed on 130 GSM Art Paper having illustrations and text throughout in four color. The sample of the magazine can be inspected on any working day at HO: Printing Stationery Department, C-13, Sector -1, Noida.

***After receiving content for magazine from the bank, printer should complete composition work within 7 days and send back the proof of composed file to Rajbhasha Vibhag via email. Failure to supply within 7 days will attract penalty as mentioned in this tender document.***

***A printer's representative must visit PNB RAJBHASHA VIBHAG, presently located at CORPORATE OFFICE, SECTOR 10, DWARKA, NEW DELHI with a laptop for 4 days per edition from 10:00 am to 6:00 pm in order to update corrections and make any other modifications to the matter of magazine. Any corrections to the magazine's content must be made in the presence of a Rajbhasha Vibhag officer. Signed Ferro/dummy shall be collected from above mentioned address or dispatched/ emailed by Rajbhasha Vibhag at printers' s address after the discussion with concerned officials.***

## **GENERAL TERMS & CONDITIONS**

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

**2. Quantity:** Bank reserves the right to increase/decrease the quantity to be purchased or page level by up to  $\pm 10\%$ . However, bank will not be bound to place the order for any minimum quantity. Orders will be placed by our office from time to time as per requirement. Goods shall be accepted / received subject to inspection/verification by bank officials.

**3. Signing of Contract:** The successful Bidder(s) shall be required to enter into a rate contract with PNB, within 7 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, Noida 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.

### **4. Security deposit**

4.1 The successful bidder shall have to furnish security deposit in the shape of Fixed Deposit Receipt equal to the amount of 3% of the contact amount, prior to delivery of goods or within 15 days from date of order, whichever is earlier.

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

4.3 Security Deposit shall be returned to the vendor after 6 months from the completion of supply of the final edition printed under this contract.

**5. 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 invoice/e-way bill** with all related documents. Payment will be made through **RTGS/NEFT** only

**6. 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**.

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

**7. DELIVERY AND LIQUIDATED DAMAGES:** All supply shall be completed within

7 days' time after the approval of the final proofs. In case of any delay, penalty will be levied @ 1% of the contract amount per week subject to maximum of 10% of the accepted contract sum.

8. In case supplier does not maintain printing quality of magazine during the contractual period, bank reserves the right to blacklist such supplier for a period as deemed fit by the bank authorities, besides recover liquidated damage charges as per below mentioned clause: -

<b>Sl. No.</b>	<b>Specifications/ Particulars</b>	<b>% of liquidated damages charges on inferior printing quality</b>
1	For minor error/acceptable error in Cutting & folding	1.0% of total cost of all printed magazine per issue for each specifications
2	For minor error/acceptable error in Lamination & binding	1.0% of total cost of all printed magazine per issue
3	For minor error/acceptable error colour quality of pages including images	3.0% of total cost of all printed magazine per issue or rejections of all magazine.
4	For major error in above said specification/particulars	Complete rejection of supply including recovery of paper cost @ 110% as per the discretion of the Bank. And if reprinting of magazine is required the entire costing of the reprinting including paper will be borne by printer only
5	Paper related- Any adverse variation in GSM of paper beyond ( $\pm$ ) 2.5 %	Rejection of material.

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

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

#### **10. 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.

#### **11. Termination of Contract on Default of following conditions:**

The Bank may forfeit the security deposit 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 4 years, as it may deem proper for the below reasons.

11.1 If at any stage, it is found that the information provided by the bidder is false/fabricated.

#### **12. 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.



13. 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.

14. 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.

**15. Guidelines for Startup Firms Recognized by Department of Industrial Policy & Promotion (DIPP):** Firms recognized as Startups by Department of Industrial Policy & Promotion (DIPP) are exempted from submitting Earnest Money Deposit (EMD).

16. 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 4 years or for eight tender processes, or as decided by the Bank. The decision of the Bank shall be final & binding.

17. Non- supply: In case of default/non-delivery of goods as per schedule/specifications or any other reasons, the bank shall be entitled to recover liquidated damages charges and/or to debar/ blacklist the suppliers for any period of time and/or forfeit the security deposit, without any further reference in the matter. Further, in case of non-supply of goods the bank shall be entitled to get the same from the open market and deduct the cost from the supplier's security deposit.

**18. Rejected goods** should be removed from the Bank's premises by the supplier **within 3 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.

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

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

**ANNEXURE A**

Bidder Information (attach separate sheet, if required)

Name of Bidder:

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

**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 Head office at Plot No. 4, Sector 10, Dwarka, New Delhi – 110075 and its Printing and Stationery Department (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 **"PREPARATION OF BANK'S STAFF JOURNAL "PNB PRATIBHA"** WHEREAS the Bank is desirous of Selection of successful vendor and has by letter of acceptance dated..... accepted a tender by the bidder for **PREPARATION OF BANK'S STAFF JOURNAL "PNB PRATIBHA"**.

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. 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:

Signature:  
Seal of Firm/Company

This form is included in the tender documents only for the information of the bidders.  
Only the successful bidder will be in due course, required to complete the form

**PROFORMA OF COMMERCIAL BID**

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

<b>Sl. No</b>	<b>Specification of magazine</b>	<b>Quantity required</b>	<b>Rate in Rs. per copy</b>
1	PNB Pratibha – Quarterly Magazine  Approximately 80 pages (76 inner pages in Art paper/ 130 GSM and 4 cover pages in Art paper 170 GSM)  Variation up to $\pm 10\%$ in page level and in no. of copies at the discretion of the Bank  Finished Size of magazine: 8.25" x 11"	2500 $\pm$ 10 % per issue	Rs. xx.xx

Note: GST shall be applicable as per GST norms

Quote your rates inclusive of all raw materials and operations i.e. Paper, Photo composing, colour correction of photographs, Planning, Processing, Plate making, Printing, Binding and also including two digital dummy copy but exclusive of GST.

We confirm that rates quoted by our firm are inclusive of all taxes, if any (but except GST), F.O.R. at HO: Printing Stationery Department, C-13, Sector -1, Noida &/or HO: Dwarka, Delhi. These are firm rates and shall be valid for a period of 2 years or 8 issues after approval of bank, whichever is later & same can be further extended for one more issue as per the bank's discretion.

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

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

**Signature of Authorized Signatory of the Firm**

**Date :**

**SEAL**

**Acceptance of Terms & conditions:**

We agree to abide by all the terms and conditions as laid down in the tender document unconditionally and shall execute the Bank's jobs on the bank's terms and conditions and adhere to the delivery schedule. We have necessary experience and expertise to undertake the tender for **PREPARATION OF BANK'S STAFF JOURNAL "PNB PRATIBHA"**.

(Authorized Signatory)

(Please affix company's rubber stamp)

**Name** ..... **Designation** .....

**Address:** .....

.....

**E- mail:** ..... **Mobile No:**

.....