

# **PUNJAB NATIONAL BANK**



**(E-TENDER)**

## **TENDER DOCUMENT FOR PRINTING OF NON-PERSONALIZED SECURITY FORMS**

**Printing and Stationery Department  
First floor, C-13, Sector-1, Noida- 201301  
Tel:0120-4968002, 0120-4968003**

**Dated: 01.03.2023**

## **INDEX**

<b>Sl. No.</b>	<b>Description</b>	<b>Page No</b>
1	Time schedule & other details of the Tender	3
2	Disclaimer	6
3	Forwarding letter to be submitted	7
4	Instructions to Bidder/Bidders	9
5	Scope and Quantum of Work	27
6	Terms & conditions of Tender	36
7	Annexure A - Bidder Information	59
8	Annexure B - Format for Agreement	64
9	Annexure C - Format for commercial Bid	66
10	Annexure D - Format of Integrity Pact	68
11	Annexure E - Non-Disclosure Agreement	74
12	Annexure F - Pro forma for Self certification/undertaking on company's letter head	78
13	Annexure G - Certificate of local content	79
14	Annexure H - Acceptance of terms and conditions	80
13	Annexure I - Format of No-lien Certificate	81

## TIME SCHEDULE & OTHER DETAILS OF THE TENDER

1	Date of commencement of Bidding Process	01-03-2023 from 11:00 hrs.
2	Last date and time for downloading of Bidding Documents	22-03-2023 up to 11:00 hrs.
3	Last date and time for receipt of written queries/ e-mail for clarification from Bidders	09-03-2023 up to 12:00 hrs
4	Date of Pre-Bid Meeting	10-03-2023 at 12:00 hrs
5	Last date and time for Online bid submission (both Technical & Commercial) (Hash submission)	22-03-2023 up to 12:00 hrs
6	Last date and time for Bid Re-Encryption	22-03-2023 from 13:00 hrs to 23-03-2023 up to 12:00 hrs.
7	Time for submission of technical supporting document (Hard Copy)	23-03-2023 up to 12:00 hrs .
8	Date and Time of Technical Bid Opening	23-03-2023 from 13:00 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	The Chief Manager, Punjab National Bank, Printing and Stationery Department, First floor, C-13, Sector-1, Noida- 201301- Tel: 0120-4968002, 0120-4968004
12	<b>Cost of Tender</b>  <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 can 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. 2,500/- plus 18% GST (Non-refundable) i.e. Rs. 2,950/- 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,  <b>Bidders to submit transaction ID in this regard.</b>
13	Earnest Money Deposit (EMD) Note: MSE bidder is exempted from payment of EMD of Tender if	Rs. 2,75,000/- (Rupees Two Lakh Seventy-Five Thousand only) should be submitted in the form of Bank Guarantee (BG) / Demand

	bidder furnish requisite proof subject to the satisfaction of Bank. Start-up bidder recognized by Department of Industrial Policy and Promotion (DIPP) is also exempted from payment of EMD.	Draft (DD) from scheduled commercial bank (other than Punjab National Bank) before last date of bid submission in favour of Punjab National Bank, Printing & Stationery Deptt., Noida. BG should be valid up to 3 months from the date of submission of bid with claim period of another 3 months.
14	Security Deposit	Successful bidders will have to give Security Deposit @ 3% of the contract value by submission of Bank Guarantee for a period of 36 months from the date of empanelment.  In case the bid is allotted to more than one bidder, the security deposit shall be in that proportion.
15	Contact details at PNB	Interested bidders are requested to send the e-mail at <a href="mailto:procurement_psd@pnb.co.in">procurement_psd@pnb.co.in</a> containing following information, Name of company, contact person, mailing address with Pin Code, Telephone No., Fax No., e-mail address, Mobile No., etc. so that in case of any clarification same may be issued to them.

**Note:**

1. Technical Bids needs to be submitted online as well as in physical form, and commercial Bids will be submitted **online only**.
2. All the interested Bidders, who have not registered earlier with e-procurement site (<https://etender.pnbnet.in>), would have to register with our e-procurement site. Bidders should ensure to get themselves registered timely, at least two working days before the Hash submission date, to avoid last moment issues.
3. Bidders are advised to go through Bidders Manual available on <https://etender.pnbnet.in> for registration and submission of tenders. If approval of registration is pending at Bank's end, Bidders should immediately contact Bank's Helpdesk on telephone No. 0120-4968004/4968005 or email us at "[procurement\\_psd@pnb.co.in](mailto:procurement_psd@pnb.co.in)". Bidders are required to strictly submit their bids in electronic form using the e-procurement system at <https://etender.pnbnet.in> by using their digital certificates of class II and above (both encryption and signing). Bidders are advised to keep digital certificates (or tokens) ready at time of submission of bid. Use of Digital Certificate is mandatory for participation in e-tendering process. Bidders should ensure that Digital token has not expired or corrupted at the time of e-tendering process.
4. Bidders are advised to go through Bidders Manual for Browser settings and Java settings required for participation in the bid. Follow each & every step mentioned in Bidder Manual. If bidder still faces any problem, he/she should immediately contact Bank Helpdesk on telephone No. 011-23765468 or email us at [eprocurement@pnb.co.in](mailto:eprocurement@pnb.co.in) .

5. Bids received after closing of the bid in the e-procurement system will be auto-rejected by the system. Please note that **HASH SUBMISSION and BID RE-ENCRYPTION** is a mandatory activity, failing which Bank will not accept the hardcopy of Technical bid.
6. Bidders should submit bids well before time rather than waiting for last moment to avoid any technical glitches or networking issues, etc. at their end.
7. If bidder is shortlisted to participate in Reverse Auction (RA) and further accepted the terms and conditions of the Reverse Auction (RA), for such bidders Demo for Reverse Auction will be conducted a day before, if bidder requests for the demo.
8. If bidder is participating in the Reverse Auction, it is advised that Bidders place their bids well before time rather than waiting for auction end time to avoid any last minute glitches (or any network issues or internet response issues, etc.) occurring at Bidder's end. Bidders may keep refreshing auction page to ensure that they are connected to server (via internet).
9. Bidders are requested to use a reliable internet connection (data cable/ broad band) to safeguard them-selves. Bank is not responsible for telephone line glitch, internet response issues, hardware hangs, etc., at bidder's end.
10. If Bidders have any queries, they may call us at Helpdesk Telephone No 011-23765468 from 10.00 am to 05.00 pm (except Sundays and Bank holidays).
11. Bidders may view the details through their terminal using their e-procurement (<https://etender.pnbnet.in/login#>) registration login.

## **DISCLAIMER**

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

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

The Bank, its employees and advisors make no representation and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender.

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

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

## FORWARDING LETTER TO BE SUBMITTED

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

Sir,

Reg: Our bid in response to your tender floated for **Printing of non-personalized security forms**

We submit our Bid Documents herewith. We understand that

- Bank has floated this tender to empanel IBA approved security printers for printing of Category-A of non-personalised security forms and Category-B of non-personalised security forms separately as mentioned in this tender document.
- We submit our bid documents for empanelment for printing of the below mentioned category (ies) of non-personalised security forms as mentioned

Sr. No.	Categories of non-personalised security forms	*Applied
1	<b>Category-A: Book Form</b> of non-personalised security forms	
2	<b>Category-B: Continuous Forms</b> of non-personalised security forms	
3	<b>Both Category-A Book Form and Category-B Continuous Forms</b> of non-personalised security forms	

\*Write "YES" or "NO" as per the category for which you are submitting the bid.

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

- Printer means the bidder who is decided and declared so after examination of commercial bids.
- The names of shortlisted bidders after the completion of first stage (Technical Bid), and the name of successful bidder to whom the contract is finally awarded after the completion of second stage (Commercial Bid), shall be informed through E-Mail to respective bidders, as provided by them in tender document.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2023

Yours Sincerely

For \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

## **INSTRUCTION TO BIDDERS**

### **1. INTRODUCTION**

1.1 Punjab National Bank a body corporate constituted under the Banking Companies (Acquisition and Transfer of Under takings) Act, 1970 is one of the largest public sector banks with more than 11000 Branches geographically located all across India. The Bank is fully computerized and networked in order to achieve the effective and efficient customer services and Back office operations.

1.2 Bank invites technically and commercially competitive proposals from IBA approved security printers for providing the facility **for Printing of non-personalized security forms**. The scope of work as given in the tender documents can be further modified in future by the Bank.

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

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

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

**2. OBJECTIVE:** The objective of the tender is to select two separate panels of IBA approved security printers for **category A** and **category B** who are interested and capable of printing and supplying various types of Non-Personalised Security Forms (e.g. Non-Personalised Cheque Books, Special Cheque Books, Demand Drafts, Dividend Warrant, Bank Guarantee Covering Letter, Fixed Deposit Receipt Stationery, etc.) as mentioned in this bid document. Based on the type of MICR paper (sheet/reel form) provided by the bank, the non-personalised security forms are bifurcated in following two categories;

<b>Category</b>	<b>Type of security form</b>	<b>MICR paper provided by the bank</b>	<b>Machine required with the printer</b>
Category – A	Book form	Sheet form only	Sheet fed offset
Category – B	Continuous form	Reel form only	Web fed offset

Prospective bidders, may quote for their rates as below:

1. Bidders having sheet fed offset machine – Only for Category A
2. Bidders having web fed offset machine – Only for category B
3. Bidders having both sheet fed as well as web fed offset machines – For both Category A and Category B **through a single bid**.

### 3. ELIGIBILITY CRITERIA:

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

Sl. No	Eligibility Criteria	Certification/ Documents required
1	The bidder should be an IBA approved security printer and the approval should be valid as on last day of the month of opening of tender.	IBA certificate
2	Bidder should be a registered firm / company	Certificate of incorporation or any other certificate of registration issued by Competent Authority from Government.
3	Bidder should have experience of having printed Minimum 100 lakhs of MICR instruments (leaves) of scheduled commercial banks in at-least any one year during last 5 years as on 31.01.2023.	Certificate from the institution's concerned division relating to satisfactory performance, quantum of work done in specified year and specimen of Printed MICR instruments as mentioned above.  (Specimen of Printed MICR instrument to be attached)
4	The Bidder should have minimum average annual turnover of Rs. 70.00 Lakhs during preceding 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 and <b><u>the said turnover should relate to the printing of MICR instruments only</u></b> and should have positive net worth in the last financial year.	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:  (a) Stating the net worth figures for last financial year i.e. 2021-22. (b) Stating the amount of turnover related to printing of MICR instruments for scheduled commercial banks for last 3 financial years i.e. 2019-20, 2020-21 and 2021-22.
5	<b>Machine requirements :-</b> The bidder should have the below machines to execute the printing of MICR instruments.	
(a)	Minimum 4 color SHEET FED OFFSET MACHINE with minimum size 20" x 28"- At-least one or more machines <b>(Applicable only for bidding for Category – A (Book form of Non-personalized security forms))</b>	To be mentioned in list of machinery as per annexure A
(b)	Minimum 4 color WEB FED OFFSET MACHINE with minimum size 18"- At-least one or more machines <b>(Applicable only for bidding for Category – B (Continuous form of Non-personalized security forms))</b>	

6	The bidder should have experience in printing of MICR instruments of scheduled commercial banks for minimum last 3 years as on 31.01.2023.	Copy of job/work orders, completion certificate/performance certificate from the concerned division of the institution.
7	Bidder should not be blacklisted / debarred by any Government / Public Sector Undertaking / Scheduled Commercial bank or any other reputed institution	Self-certification / undertaking on bidder's letter head as per Annexure - F
8	The bidder should have 24 X 7 Security Guards for the premises and should have 24 hrs. CCTV Surveillance with Minimum 3 months recording.	
9	The bidder should have a fire and safety system with fire exits, alarms, sprinklers and smoke detector system.	
10	Bidder should also have complete infrastructure for paper storage, pre-press & Post-Press activities, printing with fugitive/ secondary fluorescent ink, offset printing, printing with UV ink, Printing of void pantograph, Printing of Micro-lettering, MICR numbering/ printing, checking, packing and dispatch of security forms and provision for safe keeping of PNB's MICR paper separately under lock and key under One roof.	
11	Printer shall not be defaulter to any tax/Govt. Authorities/statutory dues, etc.	
12	Access be provided at any time to our Bank officials/ inspecting officers / regulatory authorities, etc. without demur.	
13	Bidder should not be in caution list of RBI	

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

As per OM No F.20/2/2014-PPD (Pt.) dated 25.07.2016 and 20.09.2016, Firms recognized as Start-ups by Department of Industrial Policy & Promotion (DIPP) will be provided 10 % relaxation on prior experience & 10 % relaxation on financial turnover for Start-ups **subject to meeting of quality & technical specifications.**

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

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

(a) Bidder should be in a position to print approx. 1.5 crores security forms per annum along with related materials like record slips, requisition slips, cover pages, etc. and fabricate the same in book form per annum. Further the bidder should also be able to provide necessary storage arrangements as per Bank's requirement. Sufficient documentary evidence (such

as ownership proof if self-owned space or lease deed if rented) for the same to be furnished.

(b) Decision of the Bank based on the supporting documents submitted by the bidder and visit of the Bank officials at site will be final and binding to all in this regard. **The machines should be in working condition on the day of visit at site by the bank's official.**

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

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

#### **4. QUERIES:**

Bidders are required to submit pre-bid queries, within the stipulated timelines as given in this tender document, through mail at **procurement\_psd@pnb.co.in** only. The queries submitted before pre-bid meeting will only be discussed in the pre-bid meeting and their subsequent responses will be uploaded on Bank's website. 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).

Sr. No.	Tender Page No.	Tender Clause Name & Page No.	Tender Clause	Bidder's Query/ Suggestion/ Remarks
1				
2				
3				
4				
5				

Only two persons per bidder will be allowed to attend the Pre-Bid meeting provided they have authorization letter from competent authority to attend the pre-bid meeting from their company. Bidders attending the pre-bid are also required to submit a copy of their I-card issued by their company

#### **5. PRE-BID MEETING:**

A pre-bid meeting will be held on the scheduled date and time mentioned in tender document at the following address.

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

However, Bank reserves its right to call the pre – bid meeting on scheduled date and time through Webex/online meeting for which invitation shall be sent separately if requested by the prospective bidder(s). Clarifications/ details furnished by the Bank in writing alone shall be binding and shall form part of the tender document. Changes if any made in the tender conditions, consequent to the pre-bid meeting will be uploaded as a corrigendum in Bank's website. However, newspaper advertisement notifying the corrigendum will not be published. Hence the Bidders shall regularly visit/see the Bank's website for changes made, if any, in the tender document consequent to Pre-bid meeting.

The Bank may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Bank shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Bank or its employees or representatives shall not in any way or manner be binding on the Bank. All bidders must ensure that such clarifications / interpretations have been considered by them before submitting the bid. Bank will not take responsibility for any omissions by bidder.

In case of a difference of opinion on the part of the Bidder in comprehending and/or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by the Bank shall be binding and final on the Bidder.

## **6. COST OF BIDDING:**

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

## **7. BIDDING DOCUMENT:**

The Bidder is expected to examine all instructions, forms, terms and conditions in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidders' risk and may result in the rejection of its bid without any further reference to the Bidder. **Bidder should submit the bid strictly as per tender document and should mandatorily quote rates for all the items of the applied category failing which bid will be rejected as non-responsive.**

## **8. AMENDMENT OF BIDDING DOCUMENTS:**

At any time prior to the last Date and Time for submission of bids, the Bank may, 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.pnbnet.in>) and will be binding on all who are Interested in bidding.

In order to provide prospective Bidders a reasonable time to take the amendment if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids. Bidders are required to go through any subsequent

amendment/Corrigendum/clarifications meticulously and submit their bids well in time to avoid any last minute issues.

## **9. 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.

The Bank may, at its discretion, solicit the Bidders Consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. However, any extension of validity of bids will not entitle the bidder to revise/ modify the bid document. The EMD provided shall also be suitably extended.

## **10. LATE BIDS**

Any bid received by the Bank after the deadline for submission of bid will be rejected and shall be returned unopened to the bidder

## **11. MODIFICATION AND WITHDRAWAL OF BID BY THE TENDERER**

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>

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

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

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

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

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

## **12. 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 indicative commercial bid which is to be submitted online through our e-procurement portal <https://etender.pnbnet.in>. Failure to do so will make the bid liable to be rejected.

## **13. TERMS AND CONDITIONS OF THE BIDDING FIRMS**

The bidding firms shall submit the bid unconditionally and are not allowed to impose their own terms and conditions to the bid and if submitted will not be considered as forming part of their bids. Such bids are liable to be rejected. Bidder has to strictly comply with the terms and conditions mentioned in the tender document. A bidder who does not accept any or all conditions of the tender shall be disqualified from the selection process at any stage as deemed fit by the Bank.

## **14. LOCAL CONDITIONS**

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

## **15. CLARIFICATIONS OF BIDS**

To assist in the examination, evaluation and comparison of bids the bank may, at its discretion, ask the Bidder for clarification. The response should be in writing, duly signed & stamped by the authorized signatory and no change in the price or substance of the bid shall be sought, offered or permitted. The bank reserves the right to seek for any additional information/document. The clarification and response received from bidder will be subsequently part of bid submitted by that bidder.

## **16. DEADLINE FOR SUBMISSION OF BIDS**

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

Please note that HASH SUBMISSION and BID RE-ENCRYPTION is a mandatory activity, failing which bidder will not be able to submit the bid. For details you may visit our e-Procurement Site <https://etender.pnbnet.in>.

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

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

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

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

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

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

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

## **18. EARNEST MONEY**

EMD of Rs.2.75 Lakhs (Rupees Two Lakhs Seventy-Five Thousands Only) should be submitted in the form of Bank Guarantee (BG)/Demand Draft (DD) issued by any scheduled commercial bank other than Punjab National Bank before last date of bid submission in favour of Punjab National Bank, Printing & Stationery Deptt., Noida. BG should be valid up to 3 months from the date of submission of bid with claim period of another 3 months.

## **19. AUTHENTICATION OF ERASURES/ OVERWRITING, ETC:**

The Bid shall be typed or neatly written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.

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

## 20. OPENING OF BIDS

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

Prices shall be expressed in the Indian Rupees only.

## 22. LANGUAGE OF BID

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

## 23. BIDDING PROCESS (TWO STAGES)

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

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

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

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

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

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

- (a) Proof of payment related to cost of tender or valid certificate for exemption.
- (b) Proof of Earnest Money Deposit or valid certificate for exemption.
- (c) Hard Copy of the Technical bid (It should include all the documents as per tender document).

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

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

23.8 COMMERCIAL BID is to be submitted online only. 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 of the Bank (at <https://etender.pnbnet.in>) by using their digital certificates valid for both encryption and signing. All the interested Bidders should register themselves in the e-procurement system <https://etender.pnbnet.in> for submitting the bids online, if they have not done earlier. The tender document and further corrigendum, if any can also be downloaded from bank's website [www.pnbindia.in](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. Each bid shall be evaluated separately category wise for technical/commercial evaluation, reverse auction, etc.

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

25.3 In case of receipt of a single bid, bank reserves the right to proceed with the single bid or scrap the tender. In any case, only the Bidder/s who qualify in terms of technical evaluation will be eligible for participating in commercial bid. The decision of bank in this regard shall be final.

25.4 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.

25.5 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.

Arithmetical errors will be rectified as follows:

- i. If there is any discrepancy in total amount and multiplication of unit rate and Multiplication factor, unit rates will prevail and the total amount shall be recalculated on the basis of Unit rate and multiplication factor.
- ii. If there is any discrepancy between words and figures, the amount in the words will prevail.

The bid determined as not substantially responsive will be liable for rejection by the purchaser and may not be made responsive by the bidder by correction of the non-conformity. The decision of the Bank in this regard will be final.

**The Bank may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.**

25.6 **Technical Evaluation** will be done in following stages:

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

25.6.2 Bidder” response to Eligibility Criteria specified under Bid document: The Technical bids of those Bidders whose Cost of bid and Earnest Money Deposit (EMD) has been found in order as per terms of the tender document, will be evaluated in the first stage of evaluation. After opening of the technical bids, these will be evaluated firstly in terms of

Bidders response to eligibility criteria and the supporting documents for the category/categories applied for. 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.

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

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

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

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

## 25.7. **Commercial Evaluation:**

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

25.7.2 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.

25.7.3 After opening of commercial bids as above, commercial evaluation & verification of the bids will be done by the Bank. If a bidder has applied for both Category-A (Book Form) and Category-B (Continuous Form), but is technically shortlisted for only one category, in that case, the commercials of the technically shortlisted category shall be evaluated by the bank and the commercials of the technically ineligible category shall stand invalid.

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

25.7.5 The L-1 price and L-1 bidder for each category of the tender will be decided on the basis of lowest cost quoted by all the technically qualified bidders of that category.

25.7.6 Bank intends to select two printers for Category-A (Book Form) security forms and two printers for Category-B (Continuous Form) security forms who will be agreeable to work on rates offered by the bank. Besides L-1 bidder, opportunity will be given to next lower bidders for this purpose to match the rates offered by the bank, till required numbers of printers are empanelled. The total quantum of work shall be divided amongst the L1 and L2 bidders in 60:40 ratios respectively. The decision of the bank in this regard shall be final & binding.

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

25.7.8 After completion of the tender, the L1 and L2 and so on Bidder shall be declared as successful Bidder at sole discretion of the Bank. There may be common bidders in both the categories. The decision of the bank in this regard shall be final & binding.

25.7.9 **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 considered commercially eligible for further tender 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.

## 25.8 Reverse auction:

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

25.8.2 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.

25.8.3 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 3 years.

25.8.4 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.

25.8.5 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.

25.8.6 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.

25.8.7 The L-1 price and L-1 printer for each category of the tender will be decided on the basis of **category-wise overall lowest cost** derived after conducting reverse auction.

25.8.8 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 financial bid to the time the contract is awarded save and except as required under the Bidding Documents. Any effort on the part of the Bidder to influence bid evaluation process, bid comparison 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. If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership. etc., this contract shall be considered to be assigned to the new party and such an act shall not effect the rights and obligations of the bidder and such amalgamated/ merged new entity.

## **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 of the Tender/SLA.

## **29. GOVERNING LAW AND DISPUTES**

All disputes or differences or disagreement whatsoever arising between the Parties out of or in relation to the construction, meaning and operation or effect of the Tender Documents or in connection with the contract /order placed by the Bank shall be settled amicably. If, however, the Parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996. The matter may be referred to a Sole Arbitrator to be appointed as hereinafter provided and the award made in

pursuance thereof shall be binding on the Parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal arising from order of arbitrator will be subject to the exclusive jurisdiction of courts at Delhi. The Courts of Delhi shall have jurisdiction in relation thereto. The Venue /Seat of Arbitration shall be Delhi and language shall be English.

For the purpose of appointing the sole Arbitrator referred to above, the Bank will send within thirty (30) days of receipt of the notice, to the bidder a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.

The bidder shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole arbitrator and communicate his name to the Bank within (30) thirty days of receipt of the names. The bank shall thereupon without any delay appoint the said person as sole arbitrator. If the bidder fails to communicate such selection as provided above within the period specified, the Bank shall make selection and appoint the selected person as the sole arbitrator and same shall be binding upon the bidder.

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

### **30. NON DISCLOSURE:**

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

30.1 That the successful Bidder will treat the Confidential Information as confidential and shall not disclose to any third party. The successful Bidder will also agree that its employees, agents, sub-contractors shall maintain Confidentiality of the Confidential information. Disclosure of any confidential information by the staff members, etc. of the successful bidder shall be deemed disclosure of such confidential information by bidder which bidder shall be held liable for breach of this Agreement. Even if a Successful Bidder's employee leaves the job or his services are terminated/expires, the Successful Bidder shall ensure that he does not share any confidential information of the Bank with third parties nor uses such it to derive unauthorised profits out of it. Successful Bidder shall continue to be responsible for any such act of its ex-employee and agrees to indemnify the Bank against any loss suffered by Bank due to disclosure of confidential information in such circumstances.

30.2 That the successful Bidder will agree that it shall neither use, nor reproduce for use in any way, any Confidential Information of the Bank without consent of the Bank.

That the Successful Bidder will also agree to protect the Confidential Information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the Successful Bidder shall use reasonable efforts to advise the Bank immediately in the event that the Successful Bidder learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the Successful Bidder, and will reasonably cooperate in seeking injunctive relief against any such person.

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

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

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

### **31. PROCUREMENT THROUGH LOCAL SUPPLIERS (MAKE IN INDIA)**

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

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

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

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

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

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

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

## **32. Guidelines for Eligibility of Firms Registered under MSE**

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

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

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

## **33. GENERAL PROVISIONS**

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

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

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

33.4 That the Bank, its representatives, its Regulators including RBI or persons authorized by the Regulator, its internal/external/other Auditors, shall whenever required/called for have access to any documents, records of transactions, Information Technology

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

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

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

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

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

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

## **SCOPE AND QUANTUM OF WORK**

### **I. PRINTING SPECIFICATIONS OF SECURITY FORMS**

1. The size and other specifications & standard field placements of Security Forms (wherever applicable) shall be as per RBI/IBA/NPCI/BANK's specifications for MICR instruments.
2. The artwork shall be provided by the bank along with security features

**TABLE-1**

Sl. No	Particulars	Offset printing specifications		
		Cheque leaf	Demand Draft	Dividend warrant
1	Aqua Fugitive ink in pastel color and Secondary Fluorescent ink	Background		
2	Four colour	Bank's name & Logo		
3	UV Printing	Three Bank logos and stripes to be printed on various areas as per bank's requirement		
4	Black ink	Fixed Text, micro lettering, branch specific data, month and year of printing		
5	Void Pantograph	2 cm x 1 cm		
6	MICR numbering	Cheque series and number on MICR band	DD number on MICR band	Series and number on MICR band
7	Other remarks	NA	Second Numbering with black ink.	NA

### **II. PAPER & PRINTING OF COVER PAGES AND RELATED ITEMS**

1. Separate artworks shall be provided for each type of security form.
2. The size of the requisition slips, record slips and cover pages shall be the same as cheque leaves.
3. The size of the duplicate, triplicate and quadruplicate leaves of covering letter of bank guarantee shall be same as the size of covering letter of bank guarantee printed in MICR paper.
4. All paper for cover pages and related items to be used from printer's stock.

**TABLE-2**

<b>Sl. No</b>	<b>Item particulars</b>	<b>No. of slips</b>	<b>Paper and printing for related items</b>	<b>Paper and printing Cover pages</b>
1	Cheque books of 5,10,20 and 25 leaves	Record slips- 1 Requisition slip- 1	<b>Record slips-</b> Cream Wove paper (60 GSM) with both side single color printing <b>Requisition slip -</b> Maplitho paper of 80 GSM with 4 colour printing on one side along with Bank name and logo in invisible UV and single color printing on the other side.	4-colour printing on outside along with cheque numbers from-to and Single color printing on inside on Art paper of <b>130 GSM</b>
2	Cheque books of 50 leaves	Record slips- 2 Requisition slip- 1		4-colour printing on outside along with cheque numbers from-to and Single color printing on inside on Art paper of <b>170 GSM</b>
3	Cheque books of 100 leaves	Record slips- 4 Requisition slip- 1		
4	Cheque books of 100 (with copy) leaves	Record slips- 4 Requisition slip- 1	<b>Record slips and requisition slip - same as above.</b> <b>Copy -</b> Each cheque leaf is followed with a copy of the cheque leaf printed in single (black) color on Creamwove 60 GSM paper with numbering.	
5	Covering letter for Bank guarantee (Book of 25 x 4 leaves)	Duplicate-1 Triplicate-1 Quadruplicate-1	Duplicate, Triplicate, Quadruplicate to be printed on Creamwove 60 GSM with single side different single color printing on all three leaves along with alphanumeric series	Single color printing on outside along with Cheque numbers from-to
6	Continuous cheque leaves with copy	Copy-1	Single color printed Creamwove 60 GSM along with carbon paper	NA
7	Continuous Special A4 size security form with copy	Copy-1	Single color printed Creamwove 60 GSM along with carbon paper	NA

### III. ESTIMATED QUANTITY AND PACKING SPECIFICATIONS

**TABLE 3**  
**CATEGORY A. BOOK FORM**

Sl. No.	Particulars	Estimated books for a period of 2 years	Maximum No. of	
			Books in a packet	Packets in a bundle
1	Cheque Book of 5 leaves	1000000	100 books	5
2	Cheque Book of 10 leaves	400000	100 books	5
3	Cheque Book of 20 leaves	400000	50 books	5
4	Cheque Book of 25 leaves	150000	40 books	5
5	Cheque Book of 50 leaves	45000	20 books	5
6	Cheque Book of 100 leaves	12000	10 books	5
7	Cheque Book of 100 leaves with copy	1000	5 books	5
8	Covering letter for Bank guarantee (Book of 25 x 4 leaves)	8000	10 books	5

**CATEGORY B: CONTINUOUS FORM**

Sl. No.	Particulars	Estimated leaves for a period of 2 years	Maximum No. of	
			Leaves in a packet	Packets in a bundle
1	Special A4 size Security Form	275000	500 leaves	6
2	Demand Draft Leaves	1800000	250 leaves	20
3	Continuous cheque leaves	400000	250 leaves	20
4	Continuous cheque leaves with copy	75000	125 x 2 leaves	20
5	Continuous Special A4 Size Security form	5000	500 leaves	6
6	Continuous Special A4 size security form with copy	15000	250 x 2 leaves	6
7	Dividend Warrant	350000	500 leaves	5
8	Fixed Deposit Receipts	10000000	250 leaves	5

1. Security forms / are to be packed with 250 gauge polyethylene wrapper and then final bundling of maximum 5000 leaves/3000 leaves as mentioned above is to be made in markeen cloth. Each packet will have its packing slip with details of contents.
2. In case there is any statutory ban on material of any packing material or the bank decides to change it, alternate material shall be used with prior consent of the bank. No additional charges shall be paid for the same
3. The specifications as stated above may change as per regulatory guidelines/bank's requirements from time to time.
4. The tentative consumption is based on the average of last one-year demand from the branches. Due to digitalization, statutory guidelines, expansion / reduction of branches, there may be a substantial increase or decrease in demand of a particular form / forms from the branches.

### CATEGORY A. BOOK FORM

Sl. No.	Particulars	Specifications
1	Cheque Book of 5 leaves	<ol style="list-style-type: none"> <li>Size and other specifications &amp; standard field placements of the cheque, requisition slips, record slips, etc. shall be as per RBI/IBA/NPCI/BANK's specifications for MICR instruments. (8"x 3.66") (plus binding margin).</li> <li>For printing of cheque leaves, paper and printing of cover pages and other related items &amp; packing specifications, please refer Table 1, 2 and 3 respectively.</li> <li>Each cheque book leaf is to be perforated (thread of fine perforation).</li> <li>The sequence of placing requisition slips, record slips and cheque leaves inside cover page shall be as under (from top to bottom):                         <ol style="list-style-type: none"> <li>Requisition Slip.</li> <li>Record slips.</li> <li>Cheque Leaves or cheque leaves with copy in ascending order of cheque numbers.</li> </ol> </li> <li>The cheque books shall be double stitched (side stitching) and spine to be pasted with cover (Perfect Binding style).</li> </ol>
2	Cheque Book of 10 leaves	
3	Cheque Book of 20 leaves	
4	Cheque Book of 25 leaves	
5	Cheque Book of 50 leaves	
6	Cheque Book of 100 leaves	
7	Cheque Book of 100 leaves with copy (Each Original in MICR paper followed by copy of cheque leaf)	
8	Covering letter for Bank guarantee (Each Original in MICR paper followed by 3 copies)	<ol style="list-style-type: none"> <li>The book consists of 25 x 4 copies with finished size 273 mm x 203 mm after perforation.</li> <li>Original to be printed with single colour ground printing with black colour text and alpha series.</li> <li>Numbering to be done with MICR ink.</li> <li>For paper and printing of cover pages and other related items &amp; packing specifications, please refer Table 1, 2 and 3 respectively</li> <li>Each BG covering letter is to be perforated (thread of fine perforation).</li> <li>The BG covering letters shall be double stitched (side stitching) and spine to be pasted with cover (Perfect Binding style).</li> </ol>

**Note:-**

The incorporation of requisition slips, record slips, cover pages, copies, carbon paper, etc. have to be done by the printer without any extra cost.

### CATEGORY B: CONTINUOUS FORM

Sl. No.	Particulars	Specifications
1	Special A4 size Security Form	<ol style="list-style-type: none"> <li>1. The special A4 size security forms consist of A4 MICR sheet (210 x 279 mm or 210 x 297 mm) which includes cheque leaf of 8"x3.66" in the bottom.</li> <li>2. The above portion consists of party name, logo and a watermark in single (black) colour which can be separated from the cheque leaf by a thread/fine perforation.</li> <li>3. Loose sheets will be packed as mentioned in Table 3.</li> </ol>
2	Demand Draft Leaves (250 leaves per set)	<ol style="list-style-type: none"> <li>1. For printing of cheque leaves, paper and printing of cover pages and other related items &amp; packing specifications, please refer Table 1, 2 and 3 respectively.</li> </ol>
3	Continuous cheque leaves (250 leaves per set)	
4	Continuous cheque leaves with copy (125 x 2 leaves per set) (Each Original in MICR paper followed by carbon paper and copy of cheque leaf)	
5	Continuous Special A4 Size Security form (500 leaves per set)	<ol style="list-style-type: none"> <li>1. The special A4 size security forms consist of A4 MICR sheet which includes cheque leaf of 8"x3.66" in the bottom in continuous form.</li> <li>2. The above portion consists of party name, logo and a watermark in single (black) colour which can be separated from the cheque leaf by a thread/fine perforation.</li> </ol>
6	Continuous Special A4 size security form with copy (250 x 2 per set) (Each Original in MICR paper followed by carbon paper and copy of cheque leaf)	
7	Dividend Warrant (500 per set)	Dividend warrant consist of a cheque leaf of 8"x3.66" with a single colour printed counterfoil attached to the left side of cheque leaf with size 6" x 3.66". Single colour printing on backside of cheque and counterfoil.
8	Fixed Deposit Receipts (250 leaves per set)	<ol style="list-style-type: none"> <li>1. Size- 8" x 6"</li> <li>2. Four colour printing on one side and single color on backside.</li> <li>3. MICR numbering and alpha series to be printed on the front.</li> </ol>

**Note:-**

1. All continuous forms will have three perforations on every leaf which includes each on right and left sides and the third to separate out individual leaves. Sprocket holes on 0.5" inches of both sides of the finished size shall also be present.
2. Perforation, wherever required shall be in such a way that tearing force required is minimum and no portion of stub or form should tear off when detached from the book.
3. The perforated portion of the security form when detached from the book should have minimum deformity and should be in a straight line.

**DATA FILES:**

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

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

**The master data have to be updated on continuous basis.**

**Permissible Wastage: -**

1. 7.5% overall wastage will be allowed in case of continuous security forms upto 5000 cheque leaves and 0.75% overall wastage will be allowed for above 5000 cheque leaves. Printers shall be issued bulk quantity of MICR paper in reel size 46 cm /43.5 cm of 95 GSM for printing of continuous security forms by the bank.
2. Wastage is allowed 0.75% per color per side and additional 0.75% for MICR numbering.

**QUALITY CONTROL CHECK**

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

- (a) All security forms should be checked at each stage of Base printing, branch data printing & numbering, binding and packing by the trained staff of the printers.
- (b) All leaves with printing flaws and mistakes must be removed and replaced with corrected leaves with good workmanship and such records should be kept and produced at the time of inspection of the unit.

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

### **DELIVERY SCHEDULE**

The printer shall deliver the ready-to-dispatch packets of security forms to the Postal Department/approved Courier Agency **within 10 days** from the date of job order. Security forms shall be picked up from the premises of the printer(s) by the dispatch agency. Necessary facilities shall be provided by the printer(s) to the dispatch agency. The Printer shall coordinate with the dispatch agency, so that the security forms consignments are dispatched safely, securely and in a time bound manner. In case of emergent need, Printer shall also arrange itself for delivery of the security forms at the booking post office/Courier agency, at no extra cost to the Bank.

In case of need, the printer shall deliver the packets to our office. A list of all dispatches made shall be submitted daily duly signed by printer's authorized representative certifying that each MICR instruments has been checked in all respects before dispatch.

Necessary MIS reports shall also be provided to the Bank as per requirements.

### **OTHERS**

1. Pre-printed sheets, requisition slips, record slips and cheque book covers, etc. shall be stocked for about 15 days' requirements under lock and key. Daily requirement of printed sheets shall be taken out of stock and the printer shall maintain complete record of the same. Pre-printing shall be carried out for all the fixed text and personalization shall be carried out for all variable data in black ink including printing of MICR code line with MICR ink.

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

3. The security form project is prestigious, valuable, time-bound job for the bank, directly related to customer service & is susceptible to customer complaints. As such, highest degree

of efficiency, commitment & integrity is expected from the security printers at all times. This shall be essence of the tender/arrangement.

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

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

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

7. MICR paper in sheet size of 44.5 x 57.5 cms only shall be provided by the bank for printing of **Category A** items. However, in case of need, the printing may also have to be carried out on MICR paper in reels at the same rate approved for sheets.

8. MICR paper in reel size of 43.5 cm/46 cm shall be provided by the bank for printing of **Category B** items.

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

(i) Cream Wove paper (60 GSM), of TNPL, J.K. Paper Ltd., Khanna Paper Mills Ltd, Century Paper & Pulp, Star Paper Mills Ltd, Trident Paper Limited.

(ii) Art Paper (130 & 170 GSM): BILT Graphic Paper Products Ltd., J.K. Paper Ltd.

(iii) Maplitho (80 GSM): The West Coast Paper Mills Ltd., BILT Graphic Paper Product Ltd., J.K. Paper Ltd., Star Paper Mills Ltd, Century Paper & Pulp, Khanna Paper Mills Ltd.

10. After completion of printing and packing, the printer shall have to intimate the details of the dispatch in the excel format provided by the bank. The same shall be delivered to the concerned courier/postal agency as instructed by the bank.

11. Rejected security forms shall be shredded by the Printer at his own cost and expenses.

## **Terms & Conditions of Tender Document for Printing of non-personalized security forms**

### **1. ACCEPTANCE OF ORDER**

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

### **2. SIGNING OF CONTRACT**

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

- a) In the absence of a formal contract, the Bid document, together with the Banks notification of award and the bidder's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder, if advised by the bank.
- b) Failure of the successful Bidder to comply with the requirement of bank (Instruction to bidders) shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.
- c) The Bank reserves the right either to invoke the EMD and/or Performance Bank Guarantee or to cancel the contract if the Bidder fails to meet the terms of this tender or contracts entered into with them.

### **3. PERFORMANCE BANK GUARANTEE**

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

3.1 The Performance Bank Guarantee, valid for 30 months from the date of award of contract with a claim period of another 12 months, will be equal to the 3% of expected contract value and shall have to be submitted at HO- Printing and Stationery Department.

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

3.3 In case Bidder submits any false information or declaration letter during the tender process or period of contract, Bank shall invoke the Performance Bank Guarantee

submitted by the Bidder to recover penalty/damages. In case Bidder fails to perform the contract, Bank shall invoke the Performance Bank Guarantee to recover penalty/damages and in case any excess amount is to be recovered, same will be adjusted against outstanding bills.

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

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

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

#### **4. PAYMENTS**

The printer should submit all the bills fortnightly/monthly along with date wise job order with full details in excel format for each bill accompanied with original received challans of postal department or courier agency, along with credit notes, if applicable. Bank generally makes payment of bills within 15 days from the date of receipt of proper invoice/e-way bill with all related documents, if otherwise in order. In case of delay, no interest on the invoice is payable. Payment will be made to the account of printer in Indian Rupees only through RTGS/NEFT. The payment shall be made after deduction of TDS, etc. as applicable. The above payment mechanism may be further elaborated /modified/refined as per bank's requirement. In any case, advance payment shall not be made by the bank.

Invoice should be drawn in compliance to the Government guidelines along with the break-up of total amount indicating Base price of items and separate GST, etc. The total cost of any item (excluding GST) should be the same as agreed/finalized by the bank.

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

***Certification: The Certificate as given hereunder shall be provided under the official seal & signature of the Printer on each challan, specimen and bill. "It is certified that the security forms are printed on bank's paper and is being done strictly as per bank's specifications, terms & conditions as mentioned in the job order."***

#### **5. TAXES**

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

## **6. REDUCTION IN DUTY/ TAXES:**

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

## **7. VALIDITY OF CONTRACT**

The contract would be valid for a period of 2 years as per terms & conditions of the tender document and functionality approved by the bank. Bank, at its sole discretion, may extend the contract on same rates and terms and conditions for a further period of 6 months' subject to satisfactory performance of Bidder. However, the bank shall have the right to terminate this agreement at any time without specifying any cause, by giving one-month notice. Such discretion of the Bank shall not be challenged on any ground.

## **8 POWER TO VARY OR OMIT WORK**

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

As per the nature of project, the security forms specifications may be required to be changed/modified as well as new items will be introduced which will be required to be incorporated promptly by the printer and supplied as per order indented by the branches/offices. Further the quantity mentioned in this document is only approximate and it may increase/decrease as per bank's requirement. No claims or damages on this account shall be entertained by the bank.

## **9. FORCE MAJEURE:**

Notwithstanding the above provisions, the successful Bidder shall not be liable for penalty or termination for default if and to the extent that 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 or any difficulty in performance of the contract and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, war or revolution or epidemics or quarantine restrictions or natural disasters, etc. If a force majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. In such a case, the time for performance shall be extended by a

period (s) not less than the duration of such delay at the discretion of the Bank. Unless otherwise directed by the bank in writing, the Bidder shall continue to perform its obligation under the contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the force majeure event.

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

#### **10. TERMINATION OF CONTRACT ON DEFAULT OF FOLLOWING CONDITIONS:**

The Bank may invoke the Performance guarantee and may also take any other action/legal recourse including termination of the contract without giving any notice to the bidder &/or debarring the bidder from participating in the bank's tenders for next 2 years, including reporting the matter to IBA and other concerned authorities, as it may deem proper for the below reasons.

- a) Excessive delay in execution of order placed by the Bank.
- b) Discrepancies / deviations in the agreed processes and / or Services.
- c) Failure of successful bidder (Printer) to complete work within the time as specified in the contract.
- d) Violation of terms & conditions of the tender or Breach of the agreement.
- e) If at any stage, it is found that the information provided by the bidder is false/fabricated.
- f) If the services provided by the bidder are not found satisfactory.
- g) If the bidder fails to execute the work or any part thereof or use inferior quality of material in accordance with the contract.
- h) If abandonment of the work or any part thereof by the bidder.
- i) If the progress made by the bidder is found to be unsatisfactory.
- j) If the bidder fails to deliver any or all of the services within the time-period(s) specified in the contract.
- k) Distress, execution, or other legal process being levied on or upon any of the bidder's goods and / or assets.
- l) If the Bidder shall assign or attempt to assign his interest or any part thereof in the contract.
- m) In case the printer fails to commence the job within stipulated time period or if the printer stops supplying during the period of Agreement

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

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

In the event of Termination on account of failure of the Bidder to perform the obligations under this Agreement, the Bank shall have the right to invoke the Performance Bank Guarantee(s)/Security(s) given by the Bidder and adjust the amount from the pending bill if any.

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

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

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

#### **11.USE OF NAME/LOGO OF THE BANK:**

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

## **12. INDEMNITY**

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

## **13. CONFIDENTIALITY**

- (a) The bidder agrees that it will not disclose any Confidential Information received to any third parties under any circumstances without the prior written consent of the other party and shall use the Confidential Information only for the purposes of achieving objectives set out in the Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same. The bidder may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the Agreement. Upon expiration or termination of the Agreement and on all amounts as due and payable to Service Provider under the Agreement having been received by bidder, all proprietary documents, or materials or any data provided by the bank and data gathered from sites which are directly related to any project under the Agreement shall be delivered to the Bank and no copies shall be retained by Service provider without the Bank's written consent. Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Service Provider's performance under the Agreement.
- (b) The Bidder further agrees that it or its employee shall not disclose 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. Disclosure of any confidential information by the staff members, etc. of the successful bidder shall be deemed disclosure of such confidential information by bidder which bidder shall be held liable for breach of this Agreement. Even if a Successful Bidder's employee leaves the job or his services are terminated/expires, the Successful Bidder shall ensure that he does not share any confidential information of the Bank with third parties nor uses such it to derive unauthorised profits out of it. Successful Bidder shall continue to be responsible for any such act of its ex-employee and agrees to indemnify the Bank against any loss suffered by Bank due to disclosure of confidential information in such circumstances

## **14. VERIFICATION**

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

The Bank reserves the right to verify all statements, information and documents submitted by the Bidder in response to the 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.

## **15. NON-EXCLUSIVITY**

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

## **16. REPRESENTATIONS & WARRANTIES**

The bidder represents and warrants in relation to itself that:

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

- f. It is in compliance and shall remain in compliance of all the statutory and regulatory guidelines on the subject.

## **17.LIMITATION OF LIABILITY**

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

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

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

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

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

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

## **18. CONTRACT AMENDMENTS**

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

## 19. CONFLICT OF INTEREST

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

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

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

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

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

or

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

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

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

Or

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

or

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

## **20. STANDARD OF ETHICS:**

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

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

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

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

time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;

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

## **21. VENDOR'S OBLIGATIONS**

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

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

## **22. PATENT RIGHTS/INTELLECTUAL PROPERTY RIGHTS**

In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial design rights arising from the use of the Products or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay.

## **23. RIGHT TO USE DEFECTIVE PRODUCT**

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

## **24. NO WAIVER OF BANK RIGHTS OR SUCCESSFUL BIDDER'S LIABILITY**

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

## **25. BID INTEGRITY**

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

## 26. PRE-CONTRACT INTEGRITY PACT

To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this tender shall be covered under the Integrity Pact (IP) policy of the Bank. The pact essentially envisages an agreement between the prospective bidders/printers and the Bank committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The format of the agreement is as per (Annexure –B).

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

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

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

<b><u>Sl. No</u></b>	<b><u>Name of IEM</u></b>	<b><u>E-mail</u></b>	<b><u>Mob. No.</u></b>
1	Dr. Sarat Kumar Acharya, Ex- CMD,NLC India Ltd	sarat777@rediffmail.com	9442118060
2	Sh. Deepak Anurag (IA & AS, Retd.)	deepak_anurag@hotmail.com	9810676339

**(the above are not to be contacted for generic tender related queries, for which queries may be directed to contact details mentioned in Page no. 3)**

## 27. CLARIFICATION / AMENDMENT OF TENDER DOCUMENT

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

## 28. PATENT RIGHTS

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods/ software/ application or any part thereof in India, the Printer shall act expeditiously to extinguish such claim. If the Printer fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Printer shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. The Bank

will give notice to the Printer of such claim, it is to be paid, without delay. The Printer shall indemnify the Bank against all third party claims.

## **29. MISCELLANEOUS**

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

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

If EMD is forfeited for any reason, the concerned bidder will be debarred for 2 years from further participation in future tenders floated by the Bank as per sole discretion of the Bank.

Bids from any printer whose EMD/BG has been invoked by the Bank in the last three years, will NOT be accepted.

At any point of time, if the Bank comes to know about printer not having competence of participating in such type/scale of requirement or suppression of any material fact, the printer will be disqualified from participating in further process or contract will be cancelled. Bank at its sole discretion, may decide to visit the factory/offices of the printer to verify its competence.

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

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

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

### 30. SUPPLY OF MICR PAPER

The Bank will supply the required quantity of MICR grade cheque paper. The Bank's paper stock supplied for printing must be properly stored (distinctly separable from the stocks of other entities), if any, as a bailee by the Printer. The object is to ensure that there is no deterioration in its quality. The printer shall store MICR paper provided by the bank at their own cost and no rental charges shall be paid towards the same by the bank. A name board is to be displayed prominently indicating that it is the property of Punjab National Bank. All MIS reports at regular intervals, as desired by the Bank to be provided. The MICR paper should be utilized as per 'First-in first-out' basis.

Printer shall have to give balance confirmation in respect of MICR paper held with them at monthly as well as quarterly interval or as decided by the Bank. It shall be responsibility of the printer to reconcile the MICR paper account with the bank at that time. They are also required to maintain registers for the damaged paper which is subjected to verification by the inspecting bank official.

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

### 31. PAPER INSURANCE

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

### 32. DATA & SECRECY

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

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

32.3 **Compromise with secrecy:** In case of compromise with Security of any type of data, Bank will **blacklist the** Security Printer and initiate suitable legal and criminal action for breach of trust including reporting the matter to IBA and other concerned authorities .

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

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

32.5 Printer should maintain secrecy with regard to sharing of customer's data for printing of security forms. Printer must sign a Non-Disclosure Agreement (NDA) with the Bank. **(Annexure E).**

### **33. BUSINESS CONTINUITY PLAN OF THE PRINTERS**

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

### **34. HOLIDAYS**

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

### **35. INSERTIONS**

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

### **36. ART WORK**

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

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

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

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

### **37. VISIT AT PRINTER LOCATION**

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

### **38. NEW PRINTERS**

Printers, not carrying out printing of security forms of our Bank in recent past, shall be kept on trial for a period of 45 days. During this period a *small quantity* of security forms *as decided by the bank* will be allotted for printing. In case of satisfactory performance, quantity of security forms may be increased even during trial period, at the discretion of bank. In case of unsatisfactory or 'not up to mark' performance, the action as provided elsewhere in this tender shall be taken.

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

### **39. ALTERNATE ARRANGEMENTS**

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

### **40. CCTV CAMERAS**

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

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

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

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

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

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

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

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

#### **48. PRINTING ERRORS:**

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

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

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

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

#### **49. LIQUIDATED DAMAGES AND PENALTY**

In case of termination of contract, the Bank reserves the right to recover an amount equal to 10% of the Contract value as Liquidated Damages for non-performance.

Both Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently. The penalty is for delay/non-supply of stationery, supply of inferior quality products, etc. and not for termination, whereas the liquidated damages are applicable on event of termination on default and well as delay in performance / non-performance. Penalty and Liquidated Damages are not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the Bidder to prove

that the delay is attributable to the Bank and Force Majeure. The Bidder shall submit the proof authenticated by the Bidder and Bank's official that the delay is attributed to the Bank and/or Force Majeure along with the bills requesting payment. The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner. If any act or failure by the Bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions, to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures. If the Bidder fails to complete the due performance of the contract, the Bank reserves the right to terminate the order/contract AND/OR to recover a suitable amount as deemed reasonable as Penalty / Liquidated damages for non-performance. Violation of terms of the agreement shall attract penalties.

**Note:** Bank has the right to recover liquidated damages and penalty amount from any dues that may be payable to the printer or from performance bank guarantee or both. Besides this, additional measures for recovery of penalty and liquidated damages as per law shall be taken by the bank.

Printers are required to supply the printed security forms within 15 days from the receipt of the job order or as otherwise specified by the bank. Being prestigious/sensitive job in nature, the printers shall have to ensure error free & timely printing & dispatch of security forms and the same shall also form one of the basis of evaluation of their performance. However, liquidated damages and penalty shall be imposed on the printers for rejections, wrong printing and delay in delivery of the security forms.

Details of liquidated damages and penalty for delay/quality of printing/binding, etc. are as under:

SI. No	REASONS	AMOUNT OF PENALTY
I	Rejections during printing or any shortage of MICR paper	110% of Cost of MICR paper and no Printing charges to be paid
II	Wrong printing (detected after dispatch) (Minor mistake not resulting in rejection of security forms)	Rs.2/- per leaf of security form subject to minimum amount of Rs.200/- and maximum amount of Rs.5,000/-
III	Wrong printing (detected after dispatch) (Resulting in rejection of security forms)	Rs.5/- per leaf of security form subject to minimum amount of Rs.1000/- and maximum amount of Rs. 10,000/-  Plus 110% of cost of MICR paper plus printing charges.
IV	Variation in Art Work or security features of the MICR instrument related to printing or in ink density of fugitive/ florescent/ordinary ink or void pantograph	Rs. 50,000/- per lot (lot will be decided by the month and year printed on the MICR instrument).  In case of rejection of security form, 110% of cost of MICR paper plus printing charges shall also be recovered.

V	Defective perforation/ binding	Rs. 50/- per cheque book or cost of cheque book whichever is higher.
VI	Dispatch of security forms to wrong address	Rs. 2,500/- per package of security form
VII	Dispatch of security forms with missing/ duplicate/ additional leaves	Rs.500/- per missing/ duplicate/ additional leaves of security form subject to maximum amount of Rs.10,000/-
VIII	Delay in Handover /delivery of security forms to courier/postal dept.	Rs. 100/- per consignment per day subject to maximum amount of Rs.1,000/- per consignment.
IX	<b>Wrong sequencing</b>	110% of Cost of MICR paper to be reimbursed to the Bank + transportation expenses and fresh printing/reprinting at the printer's cost has to be done.
X	If errors occur in the <b>same count on three or more occasions within six months</b>	Bank may discontinue placing orders with the printer along with/ or imposition of penalty.
XI	Misuse/loss/theft/ leakage of data	As may be decided by the bank
XII	Other mistakes	As may be decided by the bank

**Note: - In addition to the above penalties, actual legal expenses and / or any claims/ penalty against the bank on account of the above defects shall also be recovered from the printer.**

- Usage of recycled paper is unacceptable to the bank.
- In case of recurring occurrences of such instances, in addition to the above liquidated damages and penalty, the bank has the right to take any appropriate action as may be deemed fit by reducing the quantum of job being allocated to the printer, for a certain period, or termination of the contract as may be decided by the bank.

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

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

## **52. PRINCIPAL TO PRINCIPAL RELATIONSHIP**

The employees engaged by bidder shall be deemed to be the employees of company only, and the Bank shall not be connected with the employment or the terms and conditions thereof in any way. The bidder alone would comply with the statutory obligations and Labour Regulations/ Rules in this regard. None of the terms of this Agreement shall be deemed to constitute a partnership or joint venture or employee-employee relationship between the parties hereto, and neither party shall have authority to bind the other except as specifically provided for hereunder. Neither party hereto is the agent of the other nor is there any master-servant relationship between the parties. The

relationship is on principal to principal basis. Parties to this agreement are independent parties and nothing in this agreement shall make them joint venture, partners, employee, agents or other representatives of any party hereto, and none of the parties shall make any representatives that implies otherwise. Neither party is a legal representative of the other party, and neither party can assume or create any obligation, representation, warranty or guarantee, express or implied, on behalf of the other party for any purpose whatsoever.

The bidder shall be responsible for payments of all statutory dues with respect to each of his personnel/employees engaged by him to render service under this Agreement with respect to each applicable/extant labour law, including but not limited to, the Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, Code on Wages, 2019 as and when is notified by Government, The Employees' State Insurance Act, 1948, The Payment of Gratuity Act, 1972, The Maternity Benefit Act, 1961, The Employees' Provident Funds and Miscellaneous Provisions Act, 1952, etc. No dues/contributions under any labour legislations as applicable, remain payable with respect to his personnel/employees. The bidder shall have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to its personnel/employees under applicable labour legislations/rules/regulations.

### **53. INSPECTION AND QUALITY CONTROL TESTS & AUDIT**

- i. **Regular visits** will be done with or without prior notice of all the warehouses/printer premises of the vendor by our technical officers /auditors/third party for checking the quality of the end product (printed forms/registers).
- ii. On visit by the bank's official, the selected vendor shall fully cooperate with the bank's official and should not restrict the bank's official for performing their duty.
- iii. The Bank may, at its discretion inspect, test regularly/at irregular intervals the products after/before delivery of the same to the Bank and where necessary may reject the products which does not meet the specification, provided by the Bank.
- iv. The selected vendor shall, whenever required, furnish all relevant information, records, and data to such auditors and / or inspecting officials of the Bank / Reserve Bank of India and or any regulatory authority / Bank's consultant / Testing agency entrusted by the Bank to carry out this work and paper purchase invoices/ mill testing report for the paper used for printing of Banks printed forms and registers.
- v. In any disputes as regards quality/quantity of item/ damaged packing etc, the decision of the Bank will be final.

### **54. REGISTERS TO BE MAINTAINED AND MIS FORMATS**

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

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

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

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

#### **54.1 STOCK STATEMENT**

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

#### **54.2 STOCK OF BASE STATIONERY**

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

#### **54.3 WASTAGE REGISTER AND SHREDDING REGISTER**

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

Register should be kept in custody of Supervisor and shredding records including details

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

#### **54.4 DAMAGED PAPER**

Any external defect in MICR paper is to be brought to the attention of the immediately, preferably same day failing which the bank shall not be responsible in any way. Any instance of shredding of MICR paper by Printer has to be done only after obtaining written permission from the bank.

The printer will set aside the paper and after getting the permission of the bank for shredding the paper, proceed to do so after entering in a separate section of shredding register in presence of 2 senior Personnel of the Unit. The reduction in paper stock reflecting the destroyed stock would appear in the paper Stock statement of the following month citing references of approval accorded by the Bank.

Bidder Information (attach separate sheet, if required)

Name of Printer \_\_\_\_\_

**PART A: ESTABLISHMENT**

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

15	Details of any outstanding complaints / litigations with IBA/Banks /Govt., etc.	
16	Website Contact Person(s): Phone E-mail	

#### PART B: PAST PERFORMANCE

1	Since when security printing activity started by the company				
2	Formats or printing undertaken (book form or continuous form Or both)				
3	Type of major activities undertaken during the past 3 years				
4	Whether any specialized/ unique security features in security instruments have been printed in the past (If yes, give details)				
5	<b>Total turnover (Rs. In lacs) (security printing only) (please submit the copies of Balance sheet &amp; Profit and Loss in support of it)</b> A certificate prepared by Chartered accountant (containing the UDIN number) is to be submitted for financial years 2018-19, 2019-20 and 2020-21, certifying the amount of turnover related to printing of MICR cheque for scheduled commercial banks. This certificate is to be submitted in addition to the Balance sheet & profit and loss statement.	Financial Year	Turnover (lacs)	Profit/Loss(-) in lacs	Net worth
		2019-20			
		2020-21			
		2021-22			
6	<b>Quantum of printing of security instruments (Please include only number of original security instruments only, copies if any should not be included. Value should be the charges received.)</b>	<u>Period</u>	<u>Total no.of Security Instruments</u>	<u>Value(Rs.)</u>	
		<u>2019-20</u>			
		<u>2020-21</u>			
		<u>2021-22</u>			

7	Whether infrastructure for Security Form's printing is Available (if yes, give details of process and equipment)	
8	Whether Security Forms are being printed for any banks (if Yes, give names of banks and quantum. Preferably enclose specimen)	
9	Any other relevant information	

#### **PART C: INFRASTRUCTURAL FACILITIES & SECURITY**

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

	<b>premises</b>	
<b>12</b>	<b>How many shifts, the unit is working</b>	
<b>13</b>	<b>Total installed power connection</b>	
<b>14</b>	<b>Total connected load</b>	
<b>15</b>	<b>Alternate power arrangements during power failures</b>	
<b>16</b>	<b>Whether any vehicles for transportation of security forms are owned, if yes give details</b>	
<b>17</b>	<b>Whether visitors register is maintained at factory gate &amp; no unauthorized entry is allowed</b>	
<b>18</b>	<b>Whether physical search of all workers is undertaken while leaving the factory</b>	
<b>19</b>	<b>Whether all workers wear pocket less uniform</b>	
<b>20</b>	<b>Whether closed circuit TV surveillance system is installed &amp; working</b>	
<b>21</b>	<b>Whether job cards for each order / lot is maintained</b>	
<b>22</b>	<b>Whether record of issue, consumption, wastage &amp; destruction of security paper is maintained</b>	
<b>23</b>	<b>Whether record of mistakes/ Replacement of leaves, etc. Is maintained</b>	
<b>24</b>	<b>Details of security arrangements</b>	
<b>25</b>	<b>Whether security is managed by self or through private security agency</b>	
<b>26</b>	<b>Any other relevant information</b>	

## LIST OF MACHINERY

**Name of Printer:**

Sl. No	Item, Model & Technical details	Make	Year of manufacture	Year of purchase	Quantity	Capacity

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

Authorized Signatures with rubber stamp

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

**Name of Printer**\_\_\_\_\_

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

**Date:**

Authorized Signatures with rubber stamp

**AGREEMENT - FORMAT**

This agreement is made at New Delhi on..... day of ..... between Punjab National Bank, a body corporate constituted under the Banking Companies (Acquisition and transfer of Undertaking Act) 1970 having its Corporate Office at Plot No. 4, Sector 10, Dwarka, New Delhi – 110075 and its Printing and stationery Department at ..... (Hereinafter referred to as "The Bank ") of the one part & M/s. .... (Herein after called "the tenderer") of the other part.

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

After discussion, the Bank and the bidder agree to enter into this agreement on the terms and condition set out hereunder:

**NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**

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

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

- a. Original tender document.
- b. Relevant correspondence all letter/ correspondence forming parts of contract and referred to in acceptance letter.
- c. Acceptance letter
- d. Bill of quantities.
- e. Other additional documents as required.

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

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

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

All disputes or differences whatsoever arising between the parties shall be settled amicably. If parties are not able to solve amicably, the same shall be settled by arbitration

in accordance with Arbitration and Conciliation Act 1996. Language of arbitration shall be English and venue of arbitration shall be at New Delhi.

SIGNED AND SEALED AND DELIVERED BY THE

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

Name:

Address:

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

Name

Address:

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

**Annexure – C****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 and will result in disqualification of the bid.

**Rates are inclusive of all (Except GST)**

**CATEGORY A: BOOK FORMS**

Item ID	Item Description	Rate per book	Quantity in books for 2 years	Total cost value
		A	B	C = A x B
1	Cheque Book of 5 leaves	xx.xx	1000000	xxxx.xx
2	Cheque Book of 10 leaves	xx.xx	400000	xxxx.xx
3	Cheque Book of 20 leaves	xx.xx	400000	xxxx.xx
4	Cheque Book of 25 leaves	xx.xx	150000	xxxx.xx
5	Cheque Book of 50 leaves	xx.xx	45000	xxxx.xx
6	Cheque Book of 100 leaves	xx.xx	12000	xxxx.xx
7	Cheque Book of 100 leaves with copy	xx.xx	1000	xxxx.xx
8	Covering letter for Bank guarantee	xx.xx	8000	xxxx.xx
<b>Total offered value of all items of Category A</b>				

**Rates are inclusive of all (Except GST)**

**CATEGORY B: CONTINUOUS FORMS**

Item ID	Item Description	Rate per leaf	Quantity in leaves for 2 years	Total cost value
		A	B	C = A x B
1	Special A4 size Security Form	xx.xx	275000	xxxx.xx
2	Demand Draft Leaves	xx.xx	1800000	xxxx.xx
3	Continuous cheque leaves	xx.xx	400000	xxxx.xx
4	Continuous cheque leaves with copy	xx.xx	75000	xxxx.xx
5	Continuous Special A4 Size Security form	xx.xx	5000	xxxx.xx
6	Continuous Special A4 size security form with copy	xx.xx	15000	xxxx.xx
7	Dividend Warrant	xx.xx	350000	xxxx.xx
8	Fixed Deposit Receipts	xx.xx	10000000	xxxx.xx
<b>Total offered value of all items of Category B</b>				

**Note :-**

1. If any bidder wishes to quote for only Category A, they may mark "0" (zero) for the items in category B and vice versa.
2. Rates quoted by a bidder for book forms shall only be considered if the bidder is having sheet fed offset machine mentioned as per eligibility criteria in running condition. Otherwise, the bid shall be rejected for the said category.

3. Rates quoted by a bidder for continuous forms shall only be considered if the bidder is having web fed offset machine mentioned as per eligibility criteria in running condition. Otherwise, the bid shall be rejected for the said category.
4. Bidders can quote for both book form as well as continuous forms only if the bidder has both sheet fed and web fed offset.

The tentative consumption is based on the average of last one-year demand from the branches. Due to digitalization, statutory guidelines, expansion / reduction of branches, there may be a substantial increase or decrease in demand of a particular form / forms from the branches.

Rates/quotations for items should be all inclusive i.e. it should include landed cost, raw material cost, labour, packing, loading, unloading, paper insurance and all other taxes, excluding GST. However applicable GST rates as on the date of bill shall be paid in addition to the quoted rate.

These are confirmed rates and valid for 2 years and further extendable by 6 months at the bank's discretion.

Prices quoted by the Bidder (L-1 through process) shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

We undertake that we shall adhere to the quality specifications and delivery schedule as mentioned in the tender document.

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

**(Authorised Signatory)**  
**Name**

**Name of firm**  
**Date**

**UNDERTAKING FOR INTEGRITY PACT**

Date:

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

**Sub: Submission of Tender for printing of Printing of non-personalized security forms.**

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 REGARDEDAS 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 is accordance with terms and conditions of the tender/bid.

Yours faithfully

**(Duly authorized signatory of the Bidder)**

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

## **Integrity Pact**

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

And

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

## **Preamble**

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

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

## **Section 1- Commitments of the Principal**

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

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

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

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

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

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

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

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

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

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

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

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

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

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

## **Section 4- Compensation for Damages**

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

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

## **Section 5- Previous transgression**

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

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

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

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

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

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

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

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

## **Section 8- Independent External Monitor**

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

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

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

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

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and Contractor. The parties offer to the Monitor the option to participate in such meetings.

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

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

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

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

## **Section 09- Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of

the bidders and exclusion future business dealings. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by MD & CEO, PNB.

## **Section 10- Other provisions**

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

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

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

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

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

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

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

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

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

Place.....

Date.....

Witness 1:  
(Name & Address)

Witness 2:  
(Name & Address)

**CONFIDENTIALITY - CUM – NON – DISCLOSURE AGREEMENT**

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

And

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

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

**Now this Agreement witnesseth:**

**1. Proprietary Information:**

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

## **2. Confidentiality:**

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

## **3. Non-Disclosure of Proprietary Information:**

For the period during the Agreement or its renewal, the Recipient will:

- (a) Use such Proprietary Information only for the purpose for which it was disclosed and without prior written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.
- (b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its confidential information of similar importance: and
- (c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those 3rd party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

## **4. Limit on Obligations:**

The obligations of the Recipient specified in clause 3 above shall not apply and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary Information:

- a) is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient,
- b) is in the Recipient's possession at the time of disclosure otherwise than as a result of the Recipient's breach of a legal obligation;
- c) becomes known to the Recipient through disclosure by any other source, other than the Disclosing Party, having the legal right to disclose such Proprietary Information.
- d) is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or
- e) is required to be disclosed by the Recipient to comply with applicable laws or governmental regulation, provided that the recipient provides prior written notice of such

disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

## **5. Return of Documents:**

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

**6.Communications:** Written communications requesting or transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

**7.Term:** The obligation pursuant to Clause 2 and 3 (Confidentiality and Non-Disclosure of Proprietary Information) will survive for one Year following the term of the Agreement dated \_\_\_\_\_.

Nothing herein contained shall be construed as a grant by implication, estoppel, or otherwise or a license by either party to the other to make, have made, use or sell any product using Proprietary Information or as a license under any patent, patent application, utility model, copyright or any other industrial or intellectual property right covering same.

## **8. Damages**

The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach, in addition to other remedies, which may be available, the party violating the terms of Agreement shall be liable for the entire loss and damages on account of such disclosure.

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

## **9. Miscellaneous**

- a) This Agreement may not be modified, changed or discharged, in whole or in part, except by a further Agreement in writing signed by both the parties.
- b) This Agreement will be binding upon and ensure to the benefit of the parties hereto and it also includes their respective successors and assigns
- c) The Agreement shall be construed and interpreted in accordance with the laws prevailing in India.

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

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

SIGNED AND SEALED AND DELIVERED BY THE

M/s \_\_\_\_\_

Authorized Signatory

Shri \_\_\_\_\_

Designation\_\_\_\_\_

For Punjab National Bank

Authorized Signatory

Shri \_\_\_\_\_

Designation\_\_\_\_\_

**Proforma for Self certification/undertaking on company's/firm's letter head**

I/We hereby certify/undertake that

1. Our company/firm has not been blacklisted/ debarred by any Government / Public Sector Undertaking / Scheduled Commercial bank or any other reputed institution during last three financial years and current financial year from participating in future tenders.
2. Our company/firm is having 24 X 7 Security Guards for the premises and 24 hrs. CCTV Surveillance with Minimum 3 months recording to comply the requirements of the tender.
3. Our company/firm is having fire and safety system with fire exits, alarms, sprinklers and smoke detector system.
4. Our company/firm is having complete infrastructure for paper storage, pre-press & Post-Press activities, printing with fugitive/ secondary fluorescent ink, offset printing, printing with UV ink, Printing of void pantograph, Printing of Micro-lettering, MICR numbering/ printing, checking, packing and dispatch of security forms and provision for safe keeping of PNB's MICR paper separately under lock and key under One roof.
5. Our company/firm is not a defaulter to any tax/Govt. Authorities/statutory dues, etc.
6. Our company/firm will provide access to PNB's officials/ inspecting officers / regulatory authorities, etc. in our premises at any time without demur.
7. Our company/firm is not in the caution list of Reserve Bank of India.

Authorized signatory

Sign

Seal

Date

**CERTIFICATE OF LOCAL CONTENT**

(Self-Certification of the firms on their letter head giving the percentage of local content)

Date:

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

**Ref.: Tender No.:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

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

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

**Signature of Authorised signatory:**

**Seal**

**Acceptance of Terms & conditions:**

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We agree to abide by all the terms and conditions as laid down in the tender document unconditionally and shall execute the Bank's jobs on the bank's terms and conditions, including the rate for printing. We have necessary infrastructure, experience, expertise to undertake printing and packing of security forms.

(Authorised Signatory)  
(Please affix company's rubber stamp)

**Name** .....

**Designation** .....

**Address:** .....

.....

**E- mail:** .....

**Mobile No:** .....

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

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

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

**AUTHORISED SIGNATORY**