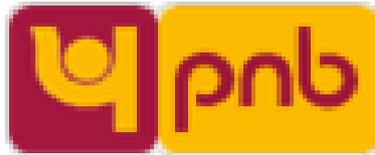


PUNJAB NATIONAL BANK



(E-TENDER)

TENDER DOCUMENT

FOR

**PREPARATION OF CASH PAY-IN-SLIP BOOKLETS ON
CARBONLESS PAPER WITH HOLOGRAM**

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

Dated: 12.04.2023

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TIME SCHEDULE & OTHER DETAILS OF THE TENDER

1	Date of commencement of Bidding Process	12-04-2023 from 11:00 hrs.
2	Last date and time for downloading of Bidding Documents	26-04-2023 up to 11:00 hrs.
3	Last date and time for receipt of queries from Bidders for Clarifications	15-04-2023 up to 12:00 hrs
4	Date of Pre-Bid Meeting	17-04-2023 at 15:00 hrs
5	Last date and time for Online bid submission (both Technical & commercial) (Hash submission)	26-04-2023 up to 12:00 hrs
6	Last date and time for Bid Re-Encryption	26-04-2023 from 12:30 hrs to 26-04-2023 up to 14:00 hrs.
7	Time for submission of technical supporting document (Hard Copy)	26-04-2023 up to 14:00 hrs .
8	Date and Time of Technical Bid Opening	26-04-2023 from 15:00 hrs
9	Address of submission of Bids	The Chief Manager, Punjab National Bank, Printing and Stationery Department, First floor, C-13, Sector-1, Noida- 201301
10	Place of opening of Bids	As above
11	Address for communication	As above, Tel: 0120-4968002, 0120-4968004
12	<p>Cost of Tender</p> <p>Note 1: Tenders submitted without tender fee, will not be considered.</p> <p>Note 2: 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.</p>	<p>Rs. 1,500/- plus (Non-refundable) should be submitted online only in favour of Punjab National Bank before last date of bid submission in the following account:</p> <p>GST NO: 09AAACP0165GBZD IFSC Code: PUNB0412700, Bank & Branch: Punjab National Bank, Sector 1, Noida Account No. 4127002200000291 (16 digits) Account Name -Imprest account,</p> <p>Bidders to submit transaction ID in this regard.</p>
13	<p>Earnest Money Deposit (EMD)</p> <p>Note: MSE bidder is exempted from payment of EMD of Tender if bidder furnish requisite proof subject to the satisfaction of Bank. Start-up bidder recognized by Department of Industrial Policy</p>	<p>Rs. 24,000/- (Rs. Twenty-Four Thousand Only) should be submitted online or in the form of Bank Guarantee (BG) / Demand 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</p>

	and Promotion (DIPP) is also exempted from payment of EMD.	3 months from the date of submission of bid with claim period of another 3 months. Online Submission shall be in the following A/c GST NO: 09AAACP0165GBZD IFSC Code: PUNB0412700, Bank & Branch: Punjab National Bank, Sector 1, Noida Account No. 4127002200000291 (16 digits) Account Name -Imprest account In case of online submission of EMD, bidders to submit transaction ID in this regard.
14	Security Deposit	Successful bidders will have to give Security Deposit @ 3% of the contract value by submission of Fixed Deposit Receipt or Bank Guarantee, valid for 6 months from the date of award of contract with a claim period of another 3 months
15	Contact details at PNB	Interested bidders are requested to send the e-mail at procurement_psd@pnb.co.in containing following information, Name of company, contact person, mailing address with Pin Code, Telephone No., Fax No., e-mail address, Mobile No., etc. so that in case of any clarification same may be issued to them.

Note:

1. Technical Bids needs to be submitted online as well as in physical form, and commercial Bids will be submitted **online only**.
2. All the interested Bidders, who have not registered earlier with e-procurement site (<https://etender.pnbnet.in>), would have to register with our e-procurement site. Bidders should ensure to get themselves registered timely, at least two working days before the Hash submission date, to avoid last moment issues.
3. Bidders are advised to go through Bidders Manual available on <https://etender.pnbnet.in> for registration and submission of tenders. If approval of registration is pending at Bank's end, Bidders should immediately contact Bank's Helpdesk on telephone No. 0120-4968004/4968005 or email us at "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 .
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. 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.
8. 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).
9. Bidders may view the details through their terminal using their e-procurement (<https://etender.pnbnet.in/login#>) registration login.

DISCLAIMER

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

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

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

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

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

UNDERTAKING FROM THE BIDDER

Date:

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

Sir,

Reg: Our bid in response to your tender floated for preparation of cash pay-in-slip booklets on carbonless paper with hologram

We submit our Bid Documents herewith. We understand that

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

Dated at _____ this _____ day of _____ 2023

Yours Sincerely

For _____

Signature: _____

Name: _____

INSTRUCTION TO BIDDERS

1. INTRODUCTION

Punjab National Bank is one of the largest public sector banks with more than 10633 Branches geographically located all across India. The Bank is fully computerized and networked in order to achieve the effective and efficient customer services and Back office operations.

Bank invites Technical and Commercial bids from bidders located anywhere in India for preparation of cash pay-in-slip booklets on carbonless paper with hologram as per specifications provided in Scope of Work of the tender document.

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

2. ELIGIBILITY CRITERIA:

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

Sl. No.	Eligibility criteria	Documentation required
1.	Bidder should be a registered firm / company	Certificate of incorporation or any other certificate of registration issued by Competent Authority from Government.
2.	(a) The firm should have work experience in the trade for previous 3 years and have printed: (b) Minimum 10,000 booklets with running number and hologram pasting or any similar work in a single order for Public Sector Banks/ Public Sector Undertakings/ Large Organizations in at-least any one year during last 5 years as on 31.01.2023.	(a) Certificate from the institution's concerned division relating to satisfactory performance, quantum of work done in specified year be submitted. (b) Out of above orders, at least one should be of minimum 10,000 booklets with running number and hologram pasting or any similar work in a single order for Public Sector Banks/Public Sector Undertakings/Large Organizations at-least any one year during last 5 years as on 31.01.2023. (Enclose specimens)

3.	<p>The Bidder should have minimum average annual turnover of Rs. 10.00 Lakhs during preceding three financial years i.e. 2019-20, 2020-21 and 2021-22.</p> <p>This must be individual firm/company turnover and not of any group of firms/ companies and should have positive net worth in the last financial year.</p>	<p>Certified copy of audited Balance Sheets/or Provisional Balance Sheet along with certificate from the Chartered Accountant. The Bidder should submit following certificates issued by their chartered accountant:</p> <p>(a) Stating the net worth figures for last financial year i.e. 2021-22. (b) Stating the turnover for last 3 financial years i.e. 2019-20, 2020-21 and 2021-22.</p>
4.	Bidder should have all necessary infrastructure to execute the preparation of cash pay in slip booklets.	As per Annexure – G
5.	Bidder should have necessary arrangements for numbering and hologram printing and pasting on cash pay in slip booklets.	
6.	Bidder should not be debarred by any Govt./PSU/Scheduled commercial bank.	
7.	Bidder should not be in the Caution List of RBI or any other Govt. Organization/ Financial Institutions etc.	

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.

Decision of the Bank based on the supporting documents submitted by the bidder will be final and binding to all the bidders in this regard. In addition to the above following conditions are also to be fulfilled by the intending bidder:

- a) Documentary evidence as explained above must be furnished against each of the above criteria and non-submission of supporting documents may disqualify the Bidder.
- b) All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

3. QUERIES:

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

4. 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.

5. COST OF BIDDING:

The Bidder shall bear all the costs associated with the preparation and submission of its bid and Bank, in any case will not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

6. BIDDING DOCUMENT:

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

7. AMENDMENT OF BIDDING DOCUMENTS:

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

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

8. PERIOD OF VALIDITY OF BIDS:

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

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.

9. LATE BIDS

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

10. 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.pnbnnet.in>. Failure to do so will make the bid liable to be rejected.

11. MODIFICATION AND WITHDRAWAL OF BIDS

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

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.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.

13. LOCAL CONDITIONS

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

14. CLARIFICATIONS OF BIDS

To assist in the examination, evaluation and comparison of bids the bank may, at its discretion, ask the Bidder for clarification. The response should be in writing, duly signed & stamped by the authorized signatory and no change in the price or substance of

the bid shall be sought, offered or permitted. The 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.

15. DEADLINE FOR SUBMISSION OF BIDS

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

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 bidder.

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. BID EARNEST MONEY

Bidder shall submit EMD of Rs. 24,000/- (Rupees Twenty-Four Thousand Only) should be submitted online or 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.

GST NO: 09AAACP0165GBZD

IFSC Code: PUNB0412700,

Bank & Branch: Punjab National Bank, Sector 1, Noida Account No. 4127002200000291 (16 digits)

Account Name -Imprest account

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

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. CONTENT OF DOCUMENTS TO BE SUBMITTED- TECHNICAL BID:

20.1 Proof for depositing cost of tender document.

20.2 **Earnest Money Deposit of Rs. 24,000/- (Rupees Twenty Four Thousand Only).**

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

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

20.5 Documents as per Eligibility criteria.

20.6 **List of all machines & equipment** required for preparation & binding of cash pay-in slips as below are required:

- **Printing:** Minimum one web offset/ sheet fed offset machine.
- **Binding:** Perfect binding machines and all other allied binding equipment required for this job.
- **Other machines/equipment preferred:-** Hologram pasting machine Or automatic dispensing machine for holograms and numbering machine or necessary arrangement.

20.7 Banker's details, duly signed.

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

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

In addition to submission of above documents of technical bid in encrypted form on e-procurement portal, bidders are also required to submit all documents/ information related to the technical bid in **physical form (along with 20.10 and 20.11), to the bank in a sealed separate envelope on which words 'Technical Bid: Tender for preparation of cash pay-in-slip booklets on carbonless paper with hologram should be super scribed.**

20.10 Bidders shall also enclose samples of latest printed high quality material on web offset as well as sheet fed offset machines along with the documents of Technical Bid.

20.11 **Ten Samples** of each variety of paper should be submitted along with the Technical Bid duly stamped and signed by the authorized representative of the bidder. **Name of the mill and GSM be mentioned clearly** so that its quality can be checked at the time of technical bid evaluation. Bidder to ensure that same paper is used for preparation of cash-pay-in slip.

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 preparation of cash pay-in-slip booklets on carbonless paper with hologram."**

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. 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. 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

26. EVALUATION AND AWARD CRITERIA

26.1 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.

26.2 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.

26.3 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.

26.4 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.

26.5 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.

26.6 Technical Evaluation will be done in following stages:

26.6.1 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.

26.6.2 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. 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.

26.6.3 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.

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

26.6.5 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.

26.6.6 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.

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

26.7. Commercial Evaluation:

26.7.1 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.

26.7.2 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.

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

26.7.4 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.

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

26.7.6 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. The decision of the bank in this regard shall be final & binding.

27. CONTACTING PNB OR PUTTING OUTSIDE INFLUENCE

Bidders are forbidden to contact PNB or its employees or its Consultants on any matter relating to their bid from the time of submission of commercial bid to the time the contract is awarded save and except as required under the Bidding Documents. Any effort on the part of the Bidder to influence bid evaluation process, bid comparison or contract award decision may result in the rejection of the bid.

28. 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.

29. 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.

30. 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.

31.REPRESENTATIONS & WARRANTIES

The bidder represents and warrants in relation to itself that:

- a. It has all requisite corporate power and authority to execute, deliver and perform its obligations and has been fully authorized through applicable process to do so and that nothing contained herein or required in the performance here of conflict or will conflict with or give rise to a breach or default under, or permit any person or entity to terminate, any contract or instrument to which the party is bound.
- b. It has all the necessary authority and approval for execution of document and to bind his/their respective organization for due performance. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.
- c. It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including appropriate limited right of use of those owned by any of its service providers, affiliates or subcontractors) which it provides to the other Party, for use related to the Services to be provided under this Agreement, and that any IPR provided by a Party does not infringe the IPR status of any third party.

- d. It shall perform the Services and carry out its obligations with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices.
- e. It has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.
- f. It is in compliance and shall remain in compliance of all the statutory and regulatory guidelines on the subject.

32. 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.

33. INDEMNITY

The bidder agrees and hereby keeps the Bank indemnified and harmless at all times against all claims, actions, loss, damages, costs, expenses, charges, legal expenses (Attorney, Advocates fees included), etc which the Bank may suffer or incur on account of any deficiency in goods/services rendered by bidder 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 bidder. Bidder agrees to make good the loss suffered by the Bank on first demand made by the Bank in this regard which shall be final conclusive and binding on the bidder. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate any agreement and to protect the Bank.

34. 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 bidder under the Agreement having been received by bidder, all proprietary documents, or materials or any data provided by the bank and data gathered from sites which are directly related to any project under the Agreement shall be delivered to the Bank and no copies shall be retained by bidder

without the Bank's written consent. Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the vendor's performance under the Agreement.

- b. The Bidder further agrees that it 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.

35. VERIFICATION

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

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

37. NON-EXCLUSIVITY

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

38. 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:

38.1 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.

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

Bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.

38.3 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.

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

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

39. PROCUREMENT THROUGH LOCAL SUPPLIERS (MAKE IN INDIA)

39.1 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.

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

39.3 '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.

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

39.5 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.

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

39.7 Bidders shall be required to provide self certification **(Annexure-F)** on firm's/company's letter head defining the percentage of local content and address of content addition.

40. Guidelines for Eligibility of Firms Registered under MSE

40.1 MSEs quoting price within price band L-1 + 15%, when L1 is from someone other than MSE, shall be allowed to supply at least 25% of total cash pay-in slips subject to lowering of price by MSEs to L-1.

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

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

41. GENERAL PROVISIONS

41.1 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.

41.2 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.

41.3 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.

41.4 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.

41.5 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.

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

41.7 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.

41.8 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.

41.9 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.

ITEM DESCRIPTION

The booklet of size 11”x 4.25” consisting of 30 original leaflets with copy (i.e., 60 leaflets) and cover pages with below requirements:-

1. Three perforations on each original copy
2. Three round holograms of diameter (10 mm) on each original copy.
3. Serial numbering on each original and duplicate copy. (refer Annexure H for sample)

I. Specification of booklet: -

The artwork of required leaflet will be provided to the bidder in Pdf format.

Sl. No	Particulars	Paper to be used	Type of printing	Other remarks
1	Original	Maplitho paper- 70 GSM of brightness minimum- 85 and opacity - 85	4 color printing	3 perforations, 3 holograms, 3 serial numbering (same number)
2	Copy	Maplitho paper- 70 GSM of brightness minimum- 85 and opacity - 85	Black color	3 serial numbering (same number)
3	Cover page	170 GSM Art Paper	Black color	Printed with From and To Serial Numbers on each booklet
4	Binding	All pages pinned together along with cover pages and binding cloth/ binding tape pasted on the spine.		
5	Packing	Packets of 50 booklets each, packed by strapping & label to be affixed on each packet specifying the serial number of booklets.		

II. Specifications for Hologram:

The artwork of required hologram will be provided to the bidder in Pdf format for master origination.

Sl. No	Particulars	Specifications
1	Customized Design	Will be provided in Pdf format to the bidder by the bank.
2	Shape and Size	10mm (length) x 10 mm (width) (Round)
3	Type	2D Tamper evident hologram on Metalized Polyester Film
4	Color	Silver color
5	Thickness	24 Micron

SCOPE OF WORK

1. The successful bidder will be provided with the artwork of cash-pay-in slip and hologram in Pdf format. The bidder shall also be provided with the numbering series for the cash-pay-in slips.
2. The bidder shall get the approval of sample (booklet with hologram and dummy numbering) within 8 days from the receipt of artwork.
3. Successful Bidder shall have to arrange the paper to be used for the preparation of cash pay-in-slips at their own end.
4. The successful bidder shall print the cash-pay-in slips in original and the copies, place the serial numbering as provided by the bank and arrange required number of hologram stickers as per the specifications provided and get the same pasted on the slips.
5. Each original slips should be duly perforated (3 perforations), duly numbered and hologram pasted and perfectly bound together with one copy beneath (with numbering) and cover pages. Booklet to be made of 30 leaflets with copies.

DELIVERY SCHEDULE:

1. Printing is to be commenced immediately after receipt of the approval from the Bank.
2. Bidder shall have to make necessary arrangement of vehicles on their own for delivery of cash-pay-in slip booklets at bank's godown located at Noida.
3. The finished booklets shall be delivered as under:

Sl. No	Quantity	Delivery within
1.	30 % of total quantity	Within 10 days from the approval of sample.
2.	Next 30% of total quantity	Within 15 days from the approval of sample.
3.	Total supply to be completed	Within 21 days from the approval of sample.

LIQUIDATED DAMAGES

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

Sl. No.	Delay period	Lot wise Penalty
1	Delay up to 1 day	1% of the value of delayed supply
2	Delay up to 2 days	2% of the value of delayed supply
3	Delay up to 3 days	4% of the value of delayed supply
4	Delay for every additional day after 3 days up to next 7 days	4% of the value of delayed supply PLUS 2% penalty for each supply beyond 3 days subject to maximum of 10% of the accepted Contract Sum.
5	Delay after 7 days	Part or full order may be cancelled AND/OR any loss incurred or damages caused to the bank will also be recovered.

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

In case of delay or non-supply, the Bank shall be entitled to get the same done from the open market and recover the cost, if any, from the bidders including its Security Deposit/EMD.

GENERAL TERMS & CONDITIONS

1. Acceptance of Order: The Bidder shall give acceptance within 2 working days from the date of order. However, Bank has a right to cancel the order, if the same is not accepted within the stipulated period from the date of the order.

2. Quantity: Bank reserves the right to increase/decrease the quantity by up to $\pm 15\%$. However, bank will not be bound to place the order for any minimum quantity.

3. PERFORMANCE BANK GUARANTEE/FIXED DEPOSIT RECEIPT

The successful Bidder has to submit the Performance Bank Guarantee/Fixed Deposit Receipt, detailed as under:

3.1 The Performance Bank Guarantee, valid for 6 months from the date of award of contract with a claim period of another 3 months or Fixed Deposit Receipt, 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 or Fixed Deposit Receipt 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/Fixed Deposit Receipt submitted by the Bidder to recover penalty/ damages. In case Bidder fails to perform the contract, Bank shall invoke the Performance Bank Guarantee/ Fixed Deposit Receipt 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/ Fixed Deposit Receipt 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/FDR will be paid by the Bank and bidder shall not have any claim regarding interest on PBG/FDR amount.

4. 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.

5. 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 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 bidder fails to commence the job within stipulated time period or if the bidder 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 vendor 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 vendor.

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.

6. Limitation of liability

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

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

- (i) Breach of the confidentiality terms.
- (ii) Liability for an infringement of a third party's IPR by the bidder.
- (iii) Any other liability that cannot be capped or excluded as a matter of applicable law and imposed by the statutory authority/ government bodies/ court tribunals, etc.
- (iv) Liability of the vendor in case of gross negligence or wilful misconduct attributable to the vendor while providing services under this Agreement.

- (v) Liability of the vendor in case of fraudulent acts or wilful misrepresentation attributable to the vendor regarding the services provided under this Agreement.
- (vi) Bodily injury (including Death) and damage to real property and tangible property caused by successful bidder/s' gross negligence.

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

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

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

7. 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.

8. 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 EOJ /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

9. 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 D of this document.**

10. 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.

11. 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.

12. 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.

13. 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.

14. PAYMENT OF BILLS:

The bidder, in token of having used paper of specified paper mills in the tender, has to certify as under on each challan, specimen and bill under signature of the authorized person/proprietor/Director: - ***“This is to certify that paper used conform to the specifications as mentioned in the tender document”.***

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

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

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

18. GST

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

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

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

19. DISPUTE:

19.1 Any dispute, controversy or claims arising out of or relating to this tender document shall preferably be settled amicably. However, if required, matter may be referred for arbitration to sole arbitrator, which shall be appointed by the Bank. The Arbitration proceedings shall be in accordance with provisions of the Arbitration and Conciliation Act, 1996. The language of arbitration shall be English and place of arbitration shall be New Delhi.

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

19.3 Bid of those bidders, who ever had any dispute within 3 years with the Bank and/or have earlier failed to meet quality specifications of the product as stipulated by the Bank, will not be accepted. Their technical bids shall be summarily rejected and accordingly, their commercial bids shall not be opened. Bank's decision in this regard shall be final & binding.

AGREEMENT

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

Whereas the Bank has floated tender documents inviting tenders from eligible Proprietorship/ partnership firms/agencies/companies for the **"PREPARATION OF CASH PAY-IN-SLIP BOOKLETS ON CARBONLESS PAPER WITH HOLOGRAM)"** WHEREAS the Bank is desirous of Selection of successful vendor and has by letter of acceptance dated..... accepted a tender by the bidder for **PREPARATION OF CASH PAY-IN-SLIP BOOKLETS ON CARBONLESS PAPER WITH HOLOGRAM.**

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

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the said conditions of contract hereinafter referred to.
2. The following documents, terms and conditions contained therein shall form and construe as integral part and parcel of this agreement and be read as part and parcel of this agreement, viz.
 - a. Original tender document.
 - b. Relevant correspondence all letter/ correspondence forming parts of contract and referred to in acceptance letter.
 - c. Acceptance letter
 - d. Bill of quantities.
 - e. Other additional documents as required.
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities of discrepancies the latest documents issued by the Bank shall prevail over the earlier documents.
4. In consideration of payment to be made by the Bank to the successful bidder as hereinafter mentioned, the successful bidder hereby covenants with the Bank to perform execute, complete and maintain the work in due respects and in conformity with the provision of the contract and tender documents.

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

All disputes or differences whatsoever arising between the parties shall be settled amicably. If parties are not able to solve amicably, the same shall be settled by arbitration in accordance with Arbitration and Conciliation Act 1996. Language of arbitration shall be English and venue of arbitration shall be at New Delhi.

SIGNED AND SEALED AND DELIVERED BY THE

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

Name:

Address:

Signature:
Seal of Firm/Company

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

Name:

Address:

Signature:
Seal

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

ANNEXURE B

Bidder Information (attach separate sheet, if required)

Name of Bidder: _____

1	Name of company	
2	Address- Registered Office	
3	Address- Factory	
4	Constitution (Proprietorship/Partnership/ Public/Pvt. Company)	
5	Date of incorporation (Activity as per incorporation)	
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 a Start up? (Relevant certificate to be submitted)				
12	Is the unit registered under shop & estb. act/factory act (if yes, give registration number & authority)				
13	Is the unit GST registered (if yes, give GST.no. & date of regn.)				
14	Key personnels				
S. No	Designation	Age	Experience	Qualifications	Responsibilities
15	Website (if any): Contact Person(s): Phone E-mail				

FORMAT OF COMMERCIAL BID

Bidders are instructed to quote their rate only on Bank's E-Procurement portal - Rates submitted in physical forms will not be considered by the Bank

Sl. No	Item particulars	Rate particulars	Tentative Quantity	Rate in Rs. (inclusive of all)
1	Cash pay-in-slip booklets on carbonless paper with hologram as per the item description and scope of work	Rate per booklet	30000 ± 15 %	xx.xxxx

Bidder shall use all raw material/s which is required for printing & binding of mini deposit cash slips from his own stock and cost. Therefore, the quoted printing rate should be inclusive of all operations.

The quoted rates are all inclusive of all taxes (except GST) and F.O.R. **bank's godown at Noida**. Applicable rate of GST as on bill date shall be paid by the Bank. These are confirmed rates and valid for a period of 90 days from the date of acceptance by the Bank.

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

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

Signature of Authorized Signatory of the Firm

Date:

SEAL

CONFIDENTIALITY - CUM – NON – DISCLOSURE AGREEMENT

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

And

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

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

Now this Agreement witnesseth:-

1. Proprietary Information:

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

2. Confidentiality:

a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far as may be required for the proper exercise of the Parties' respective rights under this Agreement.

b) The term 'confidential information' shall include all written or oral information (including information received from third parties that the 'Disclosing Party' is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential information shall also include, without limitation, software programs, technical data, methodologies, know-how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, customer information and business information of the 'Disclosing Party'.

3. Non-Disclosure of Proprietary Information:

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

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

4. Limit on Obligations:

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

- a) is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient,
- b) is in the Recipient's possession at the time of disclosure otherwise than as a result of the Recipient's breach of a legal obligation;
- c) becomes known to the Recipient through disclosure by any other source, other than the Disclosing Party, having the legal right to disclose such Proprietary Information.

- d) is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or
- e) is required to be disclosed by the Recipient to comply with applicable laws or governmental regulation, provided that the recipient provides prior written notice of such disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

5. Return of Documents:

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

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

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

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

8. Damages

The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and 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 _____

For Punjab National Bank

Authorized Signatory

Shri _____

Designation_____

Authorized Signatory

Shri _____

Designation_____

Acceptance of Terms & conditions:

We agree to abide by all the terms and conditions as laid down in the tender document unconditionally and shall execute the Bank's jobs on the bank's terms and conditions and adhere to the delivery schedule. We have necessary experience and expertise to undertake the tender for preparation of cash pay-in-slip booklets on carbonless paper with hologram.

(Authorized Signatory)

(Please affix company's rubber stamp)

Name **Designation**

Address:

.....

E- mail: **Mobile No:**

(TO BE SUBMITTED ON FIRM/COMPANY'S LETTER HEAD)

Format for Self Certification under Preference to "MAKE IN INDIA"

CERTIFICATE

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dt. 16.09.2020, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we M/s _____ (supplier name) are local supplier meeting the requirement of minimum Local content (50%) as defined in above orders for the material against Tender No _____

Details of location at which local value addition will be made is as follows:

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Authorized Signatory

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

I/We hereby certify/undertake that

1. *I/We have all necessary infrastructure to execute the preparation of cash pay in slip booklets as per your tender dated _____ "*
2. *I/We have all necessary arrangements for numbering and hologram printing and pasting cash pay in slip booklets as per your tender dated _____".*
3. *I/We have not been blacklisted/debarred by the Bank or any other institution during last three financial years and current financial year from participating in future tenders"*
4. *I/We are not in the Caution List of RBI or any other Govt. Organization/ Financial Institutions etc as on date i.e., _____ "*

Authorized signatory

Sign

Seal

Date

Performa of CASH PAY-IN-SLIP

<p>नकद जमा के लिए रु.1000/- से अधिक नहीं प्रति दिन प्रति खाता For Cash Deposit not more than Rs.1000/- per Day per Account</p> <p> Mini Deposit Collector Copy</p> <p>क्रम सं. S.No.MDC</p> <p>रु. Rs.....</p> <p>दिनांक Date.....</p> <p>प्राप्त रु /Received Rs..... रु Rs.....</p> <p>(शब्दों में /in words) मिनी जमा के क्रेडिट के लिए /for credit of Mini Deposit</p> <p>खाता नंबर /Account No.....</p> <p>खाता नाम /Account Name.....</p> <p>कुते पंजाब नैशनल बैंक for PUNJAB NATIONAL BANK</p> <p>जमाकर्ता के हस्ताक्षर Signature of Depositor</p> <p>लघु जमा संग्रहणकर्ता Mini Deposit Collector</p> <p>कृपया शाखा में अपनी पासबुक अपडेट करवाएं Please get your Passbook updated in Branch</p>	<p>नकद जमा के लिए रु.1000/- से अधिक नहीं प्रति दिन प्रति खाता For Cash Deposit not more than Rs.1000/- per Day per Account</p> <p> Mini Deposit Bank Copy</p> <p>क्रम सं. S.No.MDC</p> <p>रु. Rs.....</p> <p>दिनांक Date.....</p> <p>प्राप्त रु /Received Rs..... रु Rs.....</p> <p>(शब्दों में /in words) मिनी जमा के क्रेडिट के लिए /for credit of Mini Deposit</p> <p>खाता नंबर /Account No.....</p> <p>खाता नाम /Account Name.....</p> <p>कुते पंजाब नैशनल बैंक for PUNJAB NATIONAL BANK</p> <p>जमाकर्ता के हस्ताक्षर Signature of Depositor</p> <p>लघु जमा संग्रहणकर्ता Mini Deposit Collector</p> <p>कृपया शाखा में अपनी पासबुक अपडेट करवाएं Please get your Passbook updated in Branch</p>	<p>नकद जमा के लिए रु.1000/- से अधिक नहीं प्रति दिन प्रति खाता For Cash Deposit not more than Rs.1000/- per Day per Account</p> <p> Mini Deposit Customer Copy</p> <p>क्रम सं. S.No.MDC</p> <p>रु. Rs.....</p> <p>दिनांक Date.....</p> <p>प्राप्त रु /Received Rs..... रु Rs.....</p> <p>(शब्दों में /in words) मिनी जमा के क्रेडिट के लिए /for credit of Mini Deposit</p> <p>खाता नंबर /Account No.....</p> <p>खाता नाम /Account Name.....</p> <p>कुते पंजाब नैशनल बैंक for PUNJAB NATIONAL BANK</p> <p>जमाकर्ता के हस्ताक्षर Signature of Depositor</p> <p>लघु जमा संग्रहणकर्ता Mini Deposit Collector</p> <p>कृपया शाखा में अपनी पासबुक अपडेट करवाएं Please get your Passbook updated in Branch</p>
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