

TENDER NOTICE

EMPANELMENT OF SECURITY PRINTERS

Bank invites applications for empanelment of Security printers of Delhi and NCR from well established, resourceful and experienced Security Printers in the IBA panel for printing and supply of Security instruments like CTS-2010 Standard Multi city cheque books , Demand Drafts, Fixed deposit receipts etc. to our various branches/offices all over India as per the IBA standards or as may be required by the Bank from time to time and as per the specification with regard to paper quality, layout etc given by the Bank. The Security Printers, who meet the eligibility criteria and the Bank's evaluation, will be empanelled.

The Details of the time schedule:

Date and Time of issue of notice on Bank's website	18.05.2022 at 1100 hrs
Date and Time of Pre-bid meeting	23.05.2022 upto 1200 hrs.
Release of any clarification	24.05.2022
Last date and Time for submission of Tender	27.05.2022 at 1400 hrs.
Date and Time of opening of Tender	27.05.2022 at 1500 hrs.

The interested printers should submit their offer along with company profile and declaration as per format appended hereto.

1. Cost of Application form (Tender Fee), which will be downloaded from Bank's <https://punjabandsindbank.co.in> will be Rs 1,000/- and to be paid by printer to Bank by way of Bank's Draft in favour of Punjab & Sind Bank which is non-refundable along with application.

2. The Application form should be accompanied with an EMD of Rs 25000/- in the shape of Bank's Draft which will be returned to the unsuccessful printer on completion of process of empanelment of the successful bidder. The EMD of the successful Bidder will be returned within 30 days of submission of performance security.

3. All MSEs having registration as per provisions of the Public Procurement Policy for Micro and Small Enterprises i.e. District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or UdyogAadhaar Memorandum or any other body specified by Ministry of MSME and Start-ups (recognised by DIPP) are exempted from submission of Tender Fee and EMD only. **Relevant certificates should be submitted to the Bank.**

4. The successful empanelled printers should deposit the Performance security amount of Rs.5,00,000/- (Rupees Five Lakh Only) in the shape of FDR for three years in the name of Punjab and Sind Bank H.O. Printing & Stationery Deptt. A/c name of the Printer within 15 days from the signing of contract or date of empanelment, whichever is earlier.

5. The application should be addressed to The Chief Manager, Punjab and Sind Bank, Ho Printing and Stationery Department, C-7 , New Sabzi Mandi , Azadpur , New Delhi-110033 and **shall be submitted BY HAND only**. Applications sent through Post/Speed Post/ Courier will not be entertained.

6. The place of Pre-clarification meeting, submission of Application with documents and opening of Tender will take place at:

The Chief Manager
Punjab and Sind Bank
HO Printing and Stationery Department
C-7 Block ,NewSabziMandi
Azadpur,
New Delhi-110033
(Ph. 7014049028/9933761110)

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APPLICATION FOR EMPANELMENT AS SECURITY PRINTERS**PART A: ESTABLISHMENT**

1	NAME OF COMPANY / FIRM	
2	ADDRESS - Registered Office (with email Id.)	
3	ADDRESS – Factory (with email Id.)	
4	DATE OF EMPANELMENT WITH IBA & LAST RENEWAL (Enclose proof)	
5	CONSTITUTION (Proprietorship/Partnership/Public/ Pvt. Company)	
6	YEAR OF ESTABLISHMENT	
7	NAMES OF DIRECTORS / PARTNERS / PROP.	
8	NAME OF BANKERS & TYPE OF ACCOUNTS MAINTAINED	
9	CREDIT FACILITIES AVAILED, if any	
10	FINANCIAL INFORMATION FOR THE LAST THREE YEARS AS PER AUDITED BALANCE SHEET Authorise Capital Turnover Operating profit Net profit (enclose copy of last three years Audited balance sheet)	
11	GST/TAN / TIN NO, PAN No.(enclose copy)	
12	REGISTRATION WITH LOCAL CIVIC AUTHORITIES, IF ANY (Give name of authority & type)	

13	IS THE UNIT REGISTERED AS AN SSI UNIT (If yes, give registration number)	
14	IS THE UNIT REGISTERED UNDER SHOP & ESTB. ACT/FACTORY ACT (If yes, give registration number & authority)	
15	IS THE UNIT REGISTERED WITH GST AUTHORITY (If yes, give G.S.T.No. & date of regn.)	
16	TOTAL NO OF WORKERS (SKILLED & UNSKILLED)	
17	KEY PERSONNELS	
	S.No. DESIGNATION AGE EXPERIENCE QUALIFICATIONS RESPONSIBILITIES	
18	DETAILS OF ANY OUTSTANDING COMPLAINTS / LITIGATIONS WITH IBA / BANKS / GOVT. ETC.	

PART B: PAST PERFORMANCE

1	SINCE WHEN SECURITY PRINTING ACTIVITY STARTED BY THE COMPANY	
2	FORMATS OF PRINTING UNDERTAKEN (Book form or Continuous Sty. or both)	
3	TYPE OF MAJOR ACTIVITIES UNDERTAKEN DURING THE PAST 3 YEARS	
4	WHETHER ANY SPECIALIZED/ UNIQUE SECURITY FEATURES IN SECURITY INSTRUMENTS HAVE BEEN PRINTED IN THE PAST (If yes, give details)	
5	TOTAL TURNOVER (Rs. InCrS.) (Security Printing only)	

6	QUANTUM OF PRINTING OF SECURITY INSTRUMENTS (Please include only number of original security instruments only, copies if any should not be included. Value should be the charges received.)	Period	Total no. of Security Instruments	Value (Rs.)
		2019-20		
		2020-21		
		2021-22		
7	WHETHER INFRASTRUCTURE FOR PRINTING OF SECURITY FORMS i.e. NON PERSONALISED CTS CHEQUE BOOKS / DRAFTS IS AVAILABLE (If yes, give details of process and equipment)			
8	WHETHER SECURITY FORMS ARE BEING PRINTED FOR ANY OTHER BANKS (If yes, give names of banks and quantum - Preferably enclose specimen)			
9	ANY OTHER RELEVANT INFORMATION			

PART C: INFRASTRUCTURAL FACILITIES & SECURITY

1	WHETHER FACTORY PREMISES ARE OWNED OR RENTED (If rented, lease up to)	
2	TOTAL AREA OF FACTORY PREMISES (In Sq. Ft.)	
3	Whether the factory is in CONFORMING AREA/ AUTHORISED AREA	
4	TOTAL COVERED AREA (In Sq.Ft) (Pls attach a sketch of factory premises)	
5	WHETHER FACTORY PREMISES ARE FENCED AS PER IBA GUIDELINES WITH ADEQUATE SECURITY ARRANGEMENTS (Give details)	
6	AREA OF PAPER GODOWN WHETHER SPECIFICSEPARATEARRANGEMENT,ASSESSED AND POSITION OF STOCK OF EACH BANK'S PAPER IS AVAILABLE (In Sq.Ft)	
7	WHETHER GODOWN IS DIRECTLY ACCESSABLE FROM MACHINE ROOM	

8	WHETHER ALL OPERATIONS OF PAPER GODOWN ARE RECORDED & CHECKED	
9	WHETHER UNIT IS CARRYING OUT ONLY SECURITY PRINTING JOBS	
10	IF GENERAL PRINTING JOBS ARE ALSO UNDERTAKEN, WHETHER SECURITY & GENERAL PRINTING SECTIONS AND PAPER GODOWNS ARE SEGREGATED, IF YES, HOW ?	
11	WHETHER DESIGNING, PROCESSING & PLATE MAKING AND SHREDDING ARRANGMENTS ARE DONE WITHIN THE PREMISES	
12	HOW MANY SHIFTS, THE UNIT IS WORKING	
13	TOTAL INSTALLED POWER CONNECTION	
14	TOTAL CONNECTED LOAD	
15	ALTERNATE POWER ARRANGEMENTS DURING POWER FAILURES	
16	WHETHER ANY VEHICLES FOR TRANSPORTATION OF SECURITY FORMS ARE OWNED, IF YES GIVE DETAILS	
17	WHETHER VISITORS REGISTER IS MAINTAINED AT FACTORY GATE & NO UNAUTHORISED ENTRY IS ALLOWED	
18	WHETHER PHYSICAL SEARCH OF ALL WORKERS IS UNDERTAKEN WHILE LEAVING THE FACTORY	
19	WHETHER ALL WORKERS WEAR POCKETLESS UNIFORM	
20	WHETHER CLOSED CIRCUIT TV SURVELIANCE SYSTEM IS INSTALLED & WORKING AT THE PRESS AND GODOWN	
21	PERIOD OF RECORDING FOR CCTV	
22	WHETHER JOB CARDS FOR EACH ORDER / LOT IS MAINTAINED	
23	WHETHER RECORD OF ISSUE, CONSUMPTION, WASTAGE & DESTRUCTION AFTER PROPER SHREDDING OF SECURITY PAPER IS MAINTAINED	

24	WHETHER RECORD OF MISTAKES / REPLACEMENT OF LEAVES ETC. IS MAINTAINED	
25	WHETHER SECURITY IS MANAGED BY SELF OR THROUGH PRIVATE SECURITY AGENCY (If through private Agency, Pls. mention details of Agency)	
26	ANY OTHER RELEVANT INFORMATION	

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

Signatures with seal

Technical Information

Eligibility criteria for qualifying in Technical –Bid for the empanelment of security printers

1. The security printers should have minimum Turnover of Rs 2 crores p.a. during the last three financial years. Please enclose a copy of audited balance sheet of last three financial years 2018-19, 2019-20 and 2020-21.
2. The Security Printers should have a valid Factory license under shop and establishment Act/Factory Act.
3. The Security Printer must be listed in the approved panel of Indian Banks' Association (IBA). Please enclose a copy of the latest and valid IBA approval letter, duly attested.
4. The printer should have obtained the approval certificate from National Payment Corporation of India (NPCI) for undertaking printing and supply of CTS 2010 standard cheques to nationalized banks. Please enclose a copy of the said approval certificate, duly attested.
5. The security printer should have made supplies to major Public Sector Banks /major Private banks to the tune of at least 1.00 cr. leaves of security forms (Cheques/DDs/Fixed Deposit Receipts etc.,) during the financial years 2019-20, 2020-21 and 2021-22. Please enclose documentary proof (work order, completion certificate and performance certificate).
6. The Security Printers should be established in the line of Security Printing at least for a minimum period of last 5 years. (Please enclose documentary proof.)
7. The Printing Unit should have the required technical infrastructure/in house facility to develop new designs. They should have the capacity to incorporate various special security features the Bank may stipulate from time to time. (Please enclose documentary proof).
8. GST Registration number, PAN number and Copies of last three years income tax returns duly cleared by income tax department.
9. The security Printers should submit documentary proof of complete infrastructure of the company such as Printing operations, Binding/cutting /packing/storage space/warehouse and Shredding.
10. The Security Printers Should submit List of Machineries required to print Security instruments such as Cheque book ,DD ,FDR and other continuous items as per the guidelines of IBA and RBI.

GENERAL TERMS AND CONDITIONS

1. Application should be submitted by the eligible security printers in proforma provided herewith, completely filled in, along with all the relevant documents. Incomplete application will be summarily rejected. Any additional information to be provided by the applicants may be submitted in relevant places provided or annexed separately. All the papers/documents submitted should be signed/self-attested by the authorized person (Proprietor/Partner/Director), as the case may be with proper seal.
2. The successful printer shall confirm by way of an undertaking that he has the requisite skill, knowledge, expertise, experience, infrastructure, capacity and capability to carry out the printing/checking /security and other related functions like pre-printing, fugitive/secondary fluorescent ink printing, offset machine (web as well as in sheet form), UV printing, MICR numbering, checking and packing, paper godown for storage of Bank MICR paper/printed material for security forms of our bank under one roof for the printing of cheque leaves in book form (20, 25, 50 and 100 leaves cheque books) and other computerised security instruments.
3. Generally, security printing works of the Bank are awarded by calling competitive tenders/quotations from the empanelled Security Printers and in case of emergent work/ works of small magnitude, the Bank may opt to award/extract the work to/from any of the empanelled Security Printer, depending on the exigencies of the work on nomination basis and also has the right for open tendering process for any particular work depending on the nature & magnitude of the work, as per Bank's policies / guidelines stipulated by Central Vigilance Commission.
4. The empanelment of a Security Printer in Bank shall only entitle him to be considered for issue of tender papers subject to the conditions laid down in each Notice Inviting Tenders. It shall not confer any right on him either to be necessarily issued the tender papers or for award of work.
5. The details of the applicants and their experience shall be submitted in the Bank's prescribed **"Application Form"** only. Wherever required and if the space provided is not sufficient, particulars can be furnished as Annexures but such details shall be clearly mentioned in the respective columns of the Application Format. Applicant shall enclose latest copies of brochures and technical documentation giving additional information about the applicant. Each page of the document shall be duly signed by the Applicant or their authorized representative along with their company seal.
6. No costs incurred by the applicant in applying, in providing necessary documents or attending discussions, will be reimbursed by the Bank.
7. Documentary proof with respect to the eligibility criteria or Technical information shall be furnished along with the completed application form, Application fees Rs 1000/- and EMD Rs 25000/-. In this regard, copies of the work orders and completion certificates and or such other documents shall also be submitted. Incomplete applications or applications without proper proofs for establishing their credentials will be liable for rejection and no correspondence will be entertained in this regard. Where copies are to be furnished, they have to be certified copies preferably by the concerned agencies.
8. The authorized person of the firm/ company shall sign in all the pages of the application with seal of the company/ firm.
9. The empanelment will be made depending on the credentials submitted and acceptable to Bank.

10. For consideration of experience, works should have been executed in same name & style of the firm in which empanelment is sought.

11. The evaluation will be based on the following;

- a. Meet the eligibility requirements
- b. Contain all the details called for and are in proper format
- c. Experience and reputation of the firm
- d. Empanelment with other Banks, PSUs, Govt. Institutions etc.
- e. Manpower & logistical support of the firm
- f. Financial capabilities
- g. Registration with statutory tax authorities like IBA, IT, GST, VAT etc., as applicable.

12. If found necessary, Bank may also consider inspecting the works undertaken by the applicants, for which necessary co-ordination shall be made by them. Based on the details furnished in acceptable format, inspection of works and **eligibility criteria**, the applicants will be empanelled.

13. Decision of the Bank regarding selection / rejection for empanelment will be final and binding and no further correspondence will be entertained. The empanelled Security Printers will only be informed by post.

14. If, information and details furnished by applicants are found to be false at any time in future or any information withheld, which comes to the notice of the Bank at a later date, the empanelment of such applicant will be cancelled immediately and Security Deposit will be forfeited.

15. Sub-tendering of the job will not be allowed.

16. Conditional Tender shall not be considered.

17. The successful empanelled printers shall be required to enter into an agreement/contract on a stamp paper of Rs 100/- within 15 days from the date of acceptance of the offer of the bank. Failure, delay or evasion on the part of the successful bidder to execute the agreement within the stipulated period mentioned above will lead to disqualification from the empanelled list.

18. Applications received after the due date and time is liable to be rejected.

19. The empanelment shall be valid for a period of three years.

20. The application form duly filled and signed should be submitted BY HAND Only to The Chief Manager ,Punjab and Sind Bank, Ho Printing and Stationery Department,C-7 ,New Sabzi Mandi ,Azadpur ,New Delhi-110033. **Applications sent through Post/Speed Post/ Courier will not be entertained.**

21. Quotations will be called for from (among) the empanelled security printers only. It's the discretion of the Bank to further shortlist the empanelled security printer for calling for quotations/place orders. Empanelment by itself will not confer any right to receive orders, as placing of orders is subject to the requirement of the Bank and at the sole discretion of the Bank.

22. SIGNING OF PRE-CONTRACT INTEGRITY PACT

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

Pact with Bank would be one of the preliminary qualifications for further evaluation. In other words, entering into this pact would be one of the preliminary qualifications for this tender and the pact shall be effective from the stage of invitation of bids till the complete execution of the contract. Any vendor/ bidder the document or refusing to sign this integrity pact shall be disqualified in the bidding process.

23. Intellectual Property Rights: The Printers shall not violate the Intellectual Property Rights of the Bank in any material/document/information provided by the bank.

TERMS & CONDITIONS OF THE AGREEMENT:

1. The bank is required to supply various security items of stationery to its branches/ offices at a short notice. In flow of indents of stationery are expected from branches/ offices situated across the country. Therefore, it is necessary that more than one empanelled security printer is necessary to print supply these items to our branches/ Offices within the least possible time.

2. For enabling this, the Bank would be inviting lowest quotes for each of the security instruments through tender from empanelled security printers. On opening Financial Bid of all successful technical bidders, L-1 rate for each of the security item would be arrived at which will be applicable to all the security printers.

3. With a view to ensure that the cheques, drafts, and other security items are printed within the shortest possible time and dispatched to branches/ offices, the bank may place to any security printer to supply the items at L-1 rates. Thereafter, the quantity to be printed would be split and shared among security printers by placing orders as per the sole discretion of the bank from time to time.

4. Placing of the orders for printing of cheque books to those security printers will be done only after obtaining the approval of our cheques samples from NPCI.

5. The work will be assigned to printers as per the discretion of the Bank depending on various factors like printer's previous performance capability experience ,promptness and complain free service so as to curtail the banks cost and unnecessary correspondence.

6. The Bank will provide only specimen of each security item but not any art work. They should be arranged by the security printers themselves, will be the Bank's Property and the same has to be returned to us after completion of the job.

7. Printers shall have to develop at their own cost the design/art work of security forms and get the same approved from the bank before starting the printing. Bank can change the same from time to time as per its requirement or as per the regulatory guidelines.

8. Printer shall print the cheques as per CTS-2010 standards or as may be required by the bank from time to time. In case of any change in the guidelines/requirements by RBI/IBA/NPCI/Bank, the printer shall be liable to carry out the necessary modification in printing of cheques etc. accordingly.

9. The Stock of Bank's security Paper will not be hypothecated to any Financial Institution as security. The paper supplied by the Bank for the execution of bank's jobs shall be kept by the printer as **TRUSTEE** and they shall take all steps necessary to protect the same, while in their custody, till the same is delivered back to the Bank.

10. The printers have to deliver the printed security item within the specified time at its own cost in DELHI/NCR. For other destinations through Speed Post. The Printer will be given list of branches along with the addresses (Branch Master) for reference however preference will be given to the address written on the Order Copy.

11. Printer shall undertake at his cost to insure and keep the stock of paper/printed material insured for their full value in the joint names of the Bank and Printer against all risks or such other risks as the bank may require and to hold policies on Bank's behalf and to further assign and deliver the policies to the Bank ,if demanded.

12. Printers are required to deliver/supply the printed security items within 20 days from the receipt of the job order or as otherwise specified by the bank. Penalty shall be imposed on the printers for rejections, wrong printing and delay in delivery of the cheque books, subject to revision from time to time. Non-adhering to the supply schedule will attract penalty that may be charged by the Bank from time to time ,at its discretion,apart from initiating necessary action that may be considered fit by the bank.

13.Incase of wrong printing including variation in art work or in ink density 110% of cost of MICR paper will be the amount of penalty and no printing charges to be paid.

14. Rejected security forms shall be removed immediately from the bank's premises by the Printer at his own cost and expenses within 24 hours, failing which these will be disposed off by the Bank at the cost of Printer and no claim for the same shall be, entertained. Bank will not be responsible in this regard.

15.In case the Printer fails to commence the job within stipulated time period or if the printer stops printing of security forms during the period of Agreement, in that case, the bank may forfeit its Security Deposit and may also take any other action/legal recourse including termination of the agreement &/or debarring the printer from doing the bank's work for next 3 years, as it may deem proper.

16.If any Security printer does not perform satisfactorily as per our bank's requirement, it shall be given only one month's time to improve its performance. The bank shall not be bound to allow any extended time period in this regard. In case of failure to improve unsatisfactorily/continuing unsatisfactory performance, bank shall have the right to terminate the agreement& forfeit the Security Deposit with such printers&/or initiating any other penal/legal action as may be deemed proper including debarring from doing printing job for the bank for next 3 years. The Bank's decision in this regard will be final.

17.Being prestigious/sensitive job in nature, the printers shall have to ensure error free & timely printing&despatch of security forms and the same shall also form one of the basis of evaluation of their performance. However, penalty shall be imposed on the printers for rejection, wrong printing and delay in delivery of security forms, subject to revision from time to time.

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

19. The Security Printer shall deposit refundable security of Rs.5.00 lac (Rs. Five lac only) in the shape of FDR in the name of **Punjab and Sind Bank H.O. Printing & Stationery Deptt. A/c name of the Printer**

within 15 days from the signing of contract or date of empanelment, whichever is earlier. The FDR shall be valid for the duration of contract. The Printer shall authorize the Bank to recover, appropriate and / or adjust the cost of paper which is lost or damaged and as determined by the Bank without reference to the Printer. The amount of security will be refunded upon expiry of the contract or termination thereof and subject to adjustment of amount/dues due to the bank or the amount on account of statutory liability. Further, in case of non-performance /unsatisfactory work/damages while doing the job as mentioned in the scope of work, the bank shall have the right to deduct payment/forfeit the FDR amount as it be considered appropriate by the bank authorities in addition to and without prejudice to any other right open to the bank under the agreement. The release of such security deposit will not prejudice the right of the bank against the contractor to get reimbursed any amount or claim that is paid or met by bank which is otherwise payable by the Printer.

20. Printer agrees to provide the BANK with necessary assistance in conducting inspection or audit of the stored material either finished or in process, and in shredding besides system adopted by them. The printer will provide access to all information necessary to perform the inspection or audit. The inspection or audit may be conducted expeditiously, efficiently and at reasonable business hours and be conducted upon at any time without any notice.

21. Printer agrees to amicably resolve any concerns / issues raised by the auditor and provide the BANK with the satisfactory resolution of the audit concerns and issues. Printer agrees not to charge the BANK any costs / interest / charges / commission for rectifying / responding to any audit concerns / issued raised by the auditor/inspector.

22.Arbitration:

All disputes or differences arising out of or in connection with this Tender shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to performance, which cannot be settled amicably at the level of Bank, shall be referred to Arbitration. Both Parties may agree upon a single arbitrator or each Party shall appoint one arbitrator and the two appointed arbitrators shall thereupon appoint a third arbitrator. The arbitration shall be conducted in English and a written order shall be prepared. The venue of the arbitration shall be Delhi. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996. The decision of the arbitrators shall be final and binding upon the Parties, provided that each Party shall at all times be entitled to obtain equitable, injunctive or similar relief from any court having jurisdiction in order to protect its intellectual property and confidential information.

23. Jurisdiction and Applicable Laws: This Tender document shall be governed in accordance with the Laws of India for the time being inforce and as amended from time to time and will be subject to the exclusive jurisdiction of Courts at New Delhi.

24. Indemnity:

a.Printer shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of work.

b.Printer will defend, indemnify and hold the Bank, its affiliates, directors, officers and employees from and against any third-party claim, demand, suit, proceeding, cost and expenses therewith to the extent

such demand, claim or action relates to or is based on any personal injury, death or damage to property caused by the negligence or willful misconduct of the Printer or its agents and representatives, in the performance of this Agreement.

c.Printer agrees that for the act, omission of his employee, agents, if any loss is caused to the Bank or any person, Printer shall be jointly and severally liable for the same.

d.Printer bind themselves to pay after demand in writing by the Bank in case paper material supplied to them or any portion thereof is lost or damaged due to theft, flood, burglary, natural calamity, fire or for any other reason whatsoever or otherwise is not accounted for to the satisfaction of the Bank whether the said material is in transit or in store or in process or anywhere lying in the custody of the Printer.

e.Printer further undertakes to hold the Bank or its employee or officer or agent harmless and indemnified in respect of all losses or damages arising out of such causes or event. Further the Printer undertakes that he will make good, the loss/ damage irrespective of the fact whether or not he recover the amount of loss/damage from the Insurance Company or any other party. Printer liability is valid and shall be in force so long as the paper material remains unaccounted for to the Bank.

25. FORCE MAJEURE

The bidder shall not be liable for forfeiture of its performance security, liquidated damages 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 and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, acts of fires, floods, strikes, lock-outs and freight embargoes in Punjab and Sind Bank.

If a Force Majeure situation arises, the Bidder shall promptly notify Punjab and Sind Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by Punjab and Sind Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26.Printer shall have to give balance confirmation in respect of MICR paper at quarterlyintervals/ on demand.It shall be responsibility of the printer to reconcile the MICR paper account with the bank.

27.Security printer shall have standby/alternate arrangement of printing & other related operations in case of failure/breakdown of any machine etc., so that uninterrupted printing/dispatch of security forms of our bank is ensured.

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

29.In the event it is found that extra payment has been made by the bank to the printer on account of any discrepancies in the bills raised by the printer or overcharging or otherwise, the printer shall promptly reimburse all such extra amounts to the bank.

30.Any Change in Address/ Constitution of firm without prior approval will render the applicant to be removed from the panel. In case of conversion of a firm into two or more firms, fresh empanelment is

essential. The applicant should intimate change of address to the Bank. Failure to do so may result in removal of his name from the empanelled list.

31. The applicant should co-ordinate with Bank Officials or other Security Printers, if any, for smooth completion of the work.

32. NON-DISCLOSURE AGREEMENT

The Successful Bidder shall be required to sign Non-Disclosure Agreement (Annexure C).

33. The applicant should execute the work awarded to him strictly as per the terms and conditions of the contract and specifications.

34. The name of the printer may be removed from the approved list of security printers by the Bank if

- a. he fails to execute a contract or has executed it unsatisfactorily on more than one occasion: or
- b. persistently violates any important conditions of contract: or
- c. non renewal of IBA empanelment or
- d. non approval by NPCI for cheques supplied or
- e. furnishes false particulars at the time of empanelment: or
- f. if found at any stage, indulges in any type of forgery or falsification of records: or
- g. defaults in tax dues like Income Tax, Work Contract Tax, GST etc.

THE SUCCESSFUL APPLICANTS HAVE TO EXECUTE AN AGREEMENT WITH THE BANK WHICH MAY INCLUDE ABOVE ASPECTS ALONGWITH OTHER TERMS & CONDITIONS AS THE BANK MAY DEEMED FIT NECESSARY.

The panel Security Printer should abide by all rules and regulations, terms and conditions of the contract. He should execute the works satisfactorily, on time and with good quality. The Bank will have the right to suspend business with Security Printer for any period, debar him / remove his name from the approved list of Security Printers, after issue of a show cause notice, as the case may be. Decision of the Bank will be final and binding.

Signature and seal of the company

Annexure -A

**The Chief Manager
Punjab and Sind Bank
HO Printing and Stationery Department
C-7 Block, New Sabzi Mandi ,Azadpur
New Delhi-33**

DECLARATION

- a) I / We have read the instructions appended to the proforma and I / We understand that if any false information is detected even at a later date, any future contract made between ourselves and Punjab and Sind Bank, on the basis of the information given by me / us can be treated as invalid by the Bank and I / We will be solely responsible for the consequences.
- b) I / We agree that the decision of Punjab and Sind Bank in selection of Printing Firms will be final and binding on me / us.
- c) All the information furnished by me hereunder is correct to the best of my knowledge and belief.
- d) I / We agree that I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets.
- e) I / We agree that I / We have not applied in the name of sister concern for the subject tendering process.
- f) I/We agree to provide/sign any other document which the bank may require from time to time.

Place :

SIGNATURE

Date :

NAME & DESIGNATION

SEAL OF ORGANISATION

ANNEXURE-B

UNDERTAKING FOR PRE-CONTRACT INTEGRITY PACT

**The Chief Manager
Punjab and Sind Bank
HO Printing and Stationery Department
C-7 Block ,NewSabziMandi ,Azadpur.
New Delhi-33**

Dear Sir,

INTEGRITY PACT

Subject: Submission of Tender for the work.....

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of Bidder.

Annexure-B

PRE CONTRACT INTEGRITY PACT

Between

This pre-bid pre contract Agreement (hereinafter called the integrity pact is made on day of the month of 2022, between, on one hand, Punjab and Sind Bank, acting through Shri....., Designation....., Punjab and Sind Bank, Government of India Undertaking (hereinafter called the "Principal/Bank" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the first part and M/s.....represented by Shri..... , authorized signatory of M/s.....(hereinafter called the "BIDDER/CONTRACTOR" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns)of the second part.

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for Rendering Housekeeping & Facility Management Services at HO, Punjab & Sind Bank. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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

Section 1 - Commitments of the Principal

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

- a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

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

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

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

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

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

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

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

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

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

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

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at (page nos. 8-17).

Section 4 - Compensation for Damages

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

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Bidder liquidated damages.

Section 5 - Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

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

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

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

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

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

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

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

Section 8 - Independent External Monitor

The Central Vigilance Commission has nominated two IEMs for our Bank. Accordingly they were appointed for three years from 09.09.2021. The details of IEMs are as below:-

Sh. Asha Ram Sihag
Email ID: arsihag@gmail.com
Mobile No: 9911558502

Sh. Aditya Prakash Mishra
Email ID: apmishra53@gmail.com
Mob No.: 95606256

(1) The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the MD & CEO, Punjab & Sind Bank.

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

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

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

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

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

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

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

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place

Date

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

ANNEXURE C
NON-DISCLOSURE AGREEMENT
(Non-Judicial Stamp Paper of Appropriate Value)

This Non-Disclosure Agreement is made and entered into at this _____ day of 2022 at.....

BY AND BETWEEN:

PUNJAB AND SIND BANK, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 and having its registered office at Rajendra Place, 21, Bank House, New Delhi-110008 (hereinafter called "Bank" which expression shall, unless it be repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART

And

(Name of Printing Press) of (please specify the registered office of the (Printing Press) (hereinafter called "Printing Press" which expression shall, unless it be repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors) of the OTHER PART;

The Printing Press and Bank are hereinafter collectively referred to as "the parties" and individually as "the Party"


WHEREAS, Bank called for the bids for Empanelment of Security Printers for the Bank has submitted its Bid.

WHEREAS, the Printing Press/..... is aware and confirms that the information, data and other documents made available in the Bid Documents / the Contract and thereafter regarding the Services as furnished by the Printing Press in their Request For Proposal or otherwise and all the Confidential Information under the Bid Documents/the Contract is privileged and strictly confidential and/or proprietary to Bank.

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the above premises and the Bank granting the Printing Press and or his agents, representatives to have specific access to Bank property / information and other data, it is hereby agreed by and between the parties hereto as follows:

- (i) Maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
- (ii) Make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
- (iii) restrict access and disclosure of confidential information to such of their employees, agents, vendors, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
- (iv) Treat Confidential Information as confidential for a period of six (6) years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of two (2) years from the date of such termination.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 days of such disclosure. Confidential Information does not include information which:

- (i) The recipient knew or had in its possession, prior to disclosure, without limitation on its' confidentiality; is independently developed by the recipient without breach of this Contract;
- (ii) Is the public domain.
- (iii) is received from a third party not subject to the obligation of confidentiality with respect to such information; 

(iv) Is received from a third party not subject to the obligation of confidentiality with respect to such information

(v) Is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient

Notwithstanding the foregoing, the parties acknowledge that the nature of the work to be performed under this Contract may require the Printing Press's personnel to be present on premises of Bank or may require the Printing Press's personnel to have access to computer networks and databases of Bank while on or off premises of Bank. It is understood that it would be impractical for Bank to monitor all information made available to the Printing Press's personnel under such circumstances and to provide notice to the Printing Press of the confidentiality of all such information. Therefore, the Printing Press agrees and undertakes that any technical or business or other information of Bank that the Printing Press's personnel, or agents acquire while on Bank premises, or through access to Bank computer systems or databases while on or off Bank premises, shall be deemed Confidential Information.

Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Contract, confidential information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties. Nothing contained herein shall in any manner impair or affect rights of Bank in respect of the Confidential Information.

In the event that any of the parties hereto becomes legally compelled to disclose any Confidential Information, such party shall give sufficient notice to the other party to enable the other party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Contract.

Governing Law: The provisions of this Agreement shall be governed by the laws of India and the competent court at New Delhi shall have exclusive jurisdiction in relation thereto even though other forums in India may also have similar jurisdictions.

Indemnity: The Printing Press/Bidder shall defend, indemnify and hold harmless Bank, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the Organisation / Institute / Contractor and / or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the Printing Press/Bidder/Contractor, in the course of discharge of its obligations under this Agreement. The provisions hereunder shall survive termination of the Contract.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written

For and on behalf of -----..... () (Designation)	For and on behalf of Punjab and Sind Bank ()
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