

**Punjab & Sind Bank**  
**HO Printing and Stationery Department**  
**C-7 Block, New SabziMandi, Azadpur, Delhi-110033**

**Notice Inviting Tender for Printing and dispatch of Bank's Wall& Table Calendar for the year 2025**

Punjab and Sind Bank invites sealed tenders under two bids system from well-established and reputed printing Press from Delhi and NCR for printing and dispatch of 1.25 Lakh wall&2000 tablecalendars for the year 2025. Interested bidders may refer to the tender Document hosted on the Punjab& Sind Bank website <https://punjabandsindbank.co.in> for details.

Pre-bid meeting shall be held on 28.10.2024 at 1200 hrs. At H.O Printing & Stationery Department, C-7 Block, New SabziMandi, Azadpur, Delhi-110033. Samples can also be verified / inspected in the meeting. Last date for submission of tender is 05.11.2024 up to 1500 hrs. For any queries prospective bidders may contact, Chief Manager (e-mail: [ho.stationery@psb.co.in](mailto:ho.stationery@psb.co.in)).

**Tentative Schedule of Notice Inviting Tender:**

Display of tender document on website and in newspaper	<b>21.10.2024 at 1500hrs</b>
Last date of submitting tender document	<b>05.11.2024 upto 1500 hrs</b>
Date of pre-bid meeting	<b>28.10.2024 at 1200 hrs</b>
Release of clarification if any on bank's website	<b>29.10.2024</b>
Date of opening of technical bid	<b>05.11.2024 at 1530 hrs</b>
Date of opening of financial bid of technically qualified bidders	<b>06.11.2024 at 1530 hrs</b>

**Tender for printing and dispatch of Wall& Table Calendar for the Year-2025** Punjab & Sind Bank (hereinafter referred to as the Bank) is inviting bids from well-established and reputed printers based in Delhi and NCR only for printing and dispatch of 1.25 lakh Wall Calendars and 2000 table calendar for the year 2025 to all Zonal offices, corporate office-KidwaiNagar and other offices PAN India.

The list of Wall Calendar Delivery locations is mentioned below.

<b>S.NO</b>	<b>ZONE NAME</b>	<b>STATE</b>	<b>Wall Calendars Allotted</b>	<b>Table Calendars Allotted</b>
1	AMRITSAR	Punjab	10000	50
2	JALANDHAR	Punjab	7500	50
3	GURDASPUR	Punjab	7000	50
4	FARIDKOT	Punjab	8000	50
5	CHANDIGARH	Chandigarh	10000	50
6	PANCHKULA	Haryana	7000	50
7	LUDHIANA	Punjab	7000	50
8	BHATINDA	Punjab	5000	50
9	PATIALA	Punjab	7000	50
10	DELHI- I	Delhi	5000	50
11	DELHI- II	Delhi	7000	50
12	GURUGRAM	Haryana	4000	50
13	DEHRADUN	Uttarakhand	2000	50
14	LUCKNOW	Uttar Pradesh	4000	50
15	BAREILLY	Uttar Pradesh	3000	50
16	KOLKATA	West Bengal	3000	50
17	GUWAHATI	Assam	1500	50
18	MUMBAI	Maharashtra	2000	50
19	BHOPAL	Madhya Pradesh	2000	50
20	CHENNAI	Tamil Nadu	2000	50
21	HOSHIARPUR	Punjab	5000	50
22	JAIPUR	Rajasthan	4000	50
23	NOIDA	Uttar Pradesh	4000	50
24	GANDHINAGAR	Gujarat	1000	50
25	VIJAYAWADA	Andhra Pradesh	1000	50
26	HEAD OFFICE	Delhi	6000	750
<b>Total</b>			<b>125000</b>	<b>2000</b>

## **Procedure for submitting tender:**

The tender shall be submitted in two parts viz. Part I (Technical bid) and Part II (Financial bid) in two separate covers which are to be sealed and put together in a master envelope super scribed with the words "**Tender for Printing and dispatch of Wall and table Calendar for the year 2025**".

### **Part-I**

#### **Technical Bid**

Technical bid shall be furnished in a sealed /closed cover super scribed with the words "Printing and dispatch of Wall and table Calendars for the year 2025-Technical Bid" and addressed to the Chief Manager (HO Printing and Stationery Department), Punjab & Sind Bank be dropped in the tender box placed on the First floor of Punjab & Sind Bank, C-7 Block, New SabziMandi, Azadpur, Delhi-110033. On or before **05.11.2024 upto 1500 hrs**. Technical bids will be opened on the same day i.e. **05-11-2024 at 1530 hrs**. In the presence of the Tender Committee members and the bidders or their representatives for pre-qualification of the bidders.

#### **The details of Technical Bid be submitted as per Annexure-I, II and III.**

Printers may please furnish the following apart from acceptable proof of satisfying the pre-qualification criteria.

1. Firm/Company's profile with copy of factory license giving minimum annual turnover Rs. 65 lakh (Rupees Sixty five lakh only) each during the last 3 years along with audited balance sheets. The printer must be Profit making organization.
2. The printing press must have successfully executed at least three orders for supply of 100,000 calendars in three different years of Government sector/Semi-govt.organization or Banks in the previous seven years. The proof thereof with sample and details of jobs executed with purchase orders be enclosed with Technical Bid.
3. Technical specifications of the Indian art paper as JK or equivalent along with paper samples to be used for printing, etc., duly stamped and verified by paper manufacturing company or its authorized distributor specifying the Grammage for which the rates are quoted (as per quality of paper mentioned in **Annexure 3**).

4. Demand draft of Rs.1,50,000/- (Rupees One Lakhfifty Thousand only) drawn in favour of PSB Printing & Stationery Deptt., payable at Delhi, on any nationalized /scheduledcommercial bank, towards Earnest Money Deposit (EMD). It may be noted that the EMD shall not carry any interest. The Tenders without EMD shallnot be accepted. Tender Fees of Rs. 1000/- +GST @18% in favour of PSB Printing & Stationery Department, payable at Delhi must be submitted along with the technical bid document, tender bid documents without tender fees will not be considered for any evaluation process. All Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department [or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)] are exempted from submission of Participation Fee and EMD only. Relevant Certificates should be submitted by the bidder in this regard to avail exemption.
5. The EMD of the unsuccessful bidders will be returned after job allocation to the successful bidder.
6. The successful bidders shall have to submit Bank Guarantee of Rs 3Lakh (Rs Three Lakh only) issued by scheduled commercial bank except cooperative Banks valid or duration of contract period + claim period of atleast 30 days within three days of receiving letter of intent besides EMD which will be returned after furnishing valid Performance Security. In case of failure to submit Bank Guarantee by the successful bidder, Bank reserves the right to reject the bid of such bidder. Further, in case of extension of Contract duration, the successful vendor shall extend the period of Bank Guarantee to that extent.
7. The selected printer will return the Bank's Art work and other infrastructure after completion of the job and before submission of the bill. The Bank will make payment in 30 days after successful /timely completion of the job subject to receipt of bills and delivery challans.(Subject to confirmation from the delivery locations).
8. The bidder shall submit GST number, PAN number and Copies of last three years income tax returns duly cleared by income tax department.

9. The Bidder shall submit Declaration on letter head of the firm/company duly signed by its authorized signatory:-
  - a) That it has never been involved in any illegal activity or financial frauds.
  - b) That its contract in the past was neither terminated during the contract period due to unsatisfactory performance nor did it refuse to continue the services for Punjab & Sind Bank after the contract was awarded by the bank.
  - c) That they have not been put in the Blacklist by any Public Sector Bank/Semi-Govt./Govt. Organization, for breach of applicable laws or violation of regulatory prescriptions or breach of agreement.
10. The printing press (with all infrastructures under one roof) should be in conforming area of Delhi or NCR. A certificate to this effect that the unit is established in conforming area duly certified by the competent authority is to be attached with the Technical Bid.
11. Duly Signed copy of the Tender documents be submitted with Technical Bid.
12. Integrity Pact/Agreement duly signed by the Bidders as per format attached.

**N.B.:-**

1. It may be noted that tenders not accompanied by any one of the above documents or satisfactory explanation thereof shall be liable for rejection forthwith.
2. Technical bid envelope shall not contain any financial bid.
3. Documents mentioned above from (1) to (11) shall be submitted in serial order.

Chief Manager  
(Printing & Stationery)

Signature of the authorized person

Seal of the company

## **ANNEXURE-I**

**(Undertaking to be furnished on the letterhead of the Firm/company)**

**The Chief Manager  
Punjab & Sind Bank  
HO Printing and Stationery Department  
C-7 Block, New SabziMandi, Azadpur  
Delhi-110033**

**Dear Sir,**

**Subject: Printing and dispatch of Bank's Wall and tableCalendar for the year 2025**

1. We confirm having read the terms and conditions and accept the same. We have also gone through the tender document for the aforesaid job. We offer to undertake and complete the work in conformity with your requirement on the terms and conditions set for the same.
2. We agree to abide by this tender within the period of 30 days from the date of opening of the tender or agreed extended period and it shall remain binding on us.
3. We confirm that we have in-house facility and our machinery is capable of printing and binding the calendar as per the specification required by Punjab & Sind Bank.
4. We confirm that we have printing press and representative office along with aDTP operator in Delhi or NCR and printing facility to carry out entire work related to wall calendar.
5. We hereby confirm to follow and abide by all instructions laid down by Punjab & Sind Bank, and also those given in Annexure III.
6. We note that Bank reserves the right to reject any tender at any level without assigning any reason thereof.

7. We undertake to deliver printed copies of wall and table calendar in staggered manner as per the delivery details of the final printing order. The Printing & supply shall start accordingly.
8. We further agree to the Penalty clause of the Tender Document that will be imposed by Punjab & Sind Bank at its sole discretion for delay in delivery schedule or unsatisfactory quality of job or any other grievances suffered by Punjab & Sind Bank. Further the Bank shall forfeit the EMD and invoke the Bank Guarantee in case the job is delayed beyond 10 days.
9. We understand that Punjab & Sind Bank has the right, without assigning any reasons thereof to:
  - a) Reject, amend and modify Bank's offer.
  - b) Terminate this Tender Process.
  - c) Make no award to any of the participants and / or recommence the entire process.
  - d) Contract with one or more Participants for reasons other than the lowest price.
  - e) Modify the requirements and terms of this Tender Document and request revised proposals from some or all of the participants.
10. We shall at all times indemnify and keep indemnified the Bank against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the printing and maintenance of the work and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

11. List of documents attached with the tender.

Details of Tendering Firm/Company

Name:

Registered Address:

Website:

Details of authorized contact personName:

Designation:

Phone no. :

Mobile no:

Email Address:

Dated            day of            2024

Signature of the authorized person

Seal of the company



## **ANNEXURE-II**

### **Terms & Conditions of the Tender**

1. Tenders not accompanied by documentary evidence in respect of any items indicated in Pre-qualification criteria (indicated above) will not be considered and will be rejected forthwith. Conditional tenders which stipulate conditions contrary to the conditions given in the tender document, are also liable for rejection.
2. Tenders received after the prescribed time and date will not be considered and rejected forthwith. Decision of the Bank in this regard shall be final, conclusive and binding on the bidders. In the event of the last date for receipt of the bids is declared a public holiday for the bank, the bids will be received up to the specified time on the succeeding working day.
3. The bank reserves the right to amend/modify the tender document or issuing any corrigendum to the bid process. The bidder shall not claim as a right for the bank to do the aforesaid.
4. Any effort by the vendor to influence the tender process may result in forthwith rejection of the vendor's bid.
5. Artwork for the calendar will be provided by the bank. The successful bidder shall be required to submit the first lot of proofs within one day from the date of release of manuscript/Artwork and the corrected proofs on the day of indicating corrections. The printer shall get approved colour and design of calendar from Bank's Public Relations department. The proof for inside material of calendar shall be submitted to and approved by Punjab & Sind Bank.
6. No increase in cost shall be considered for any reason unless there is a change in the number of pages. However, in case the number of copies or number of pages are less than those indicated herein the bank shall get the proportionate benefits of the quote given for the indicative numbers.
7. All taxes and levies as applicable shall be deducted at source as per govt. guidelines while making any payment and TDS certificate will be issued.
8. The bank guarantee will be invoked in the event of any evasion, refusal to undertake the job or delay on the part of the vendor to sign and execute the order once the printer

has accepted or delayed beyond 10 days in adhering to the delivery schedule given by the bank.

9. The work order issued to the successful bidder shall be accepted within 2 days from the date of issue of work order. Failure to accept the work order will result in forfeiture of the EMD.

The EMD may be forfeited/ Bank Guarantee may be invoked:

- a) If the bidder withdraws/amends the bid during the period of bid validity.
- b) If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- c) The selected bidder withdraws his tender before furnishing the unconditional and irrevocable Performance Bank Guarantee.
- d) The bidder violates any of the provisions of the terms and conditions of this tender specification.
- e) In case of the successful bidder, if the bidder fails:
  - To sign the contract in the form and manner to the satisfaction of Punjab & Sind Bank.
  - To furnish Performance Bank Guarantee in the form and manner to the satisfaction of Punjab & Sind Bank.
  - Bank may proceed against the selected bidder in the event of any evasion, avoidance, refusal or delay on the part of bidder to sign and execute the Purchase Order / Service Level Agreements or any other documents, as may be required by the Bank, if the bid is accepted.

10. Any delay in delivery or failure to supply requisite number of copies of wall and table calendar as per agreed quality and specifications will entitle the bank to invoke penalty clause or even cancel whole of the order. In the event of cancellation of the order, the bank shall not be liable to pay any amount including the cost incurred by the bidder/printer to execute the job and the bidder shall not be entitled to recover from the bank any amount by way of damages, loss or otherwise for such cancellation of the order but at the same time the bank shall be entitled to recover the loss, which it may incur on account of non-delivery of items as per quality and quantity and the Bank may invoke the Bank Guarantee in such cases.

### 11. Penalty Clause:

Delay in delivery schedule upto 03 days	2% of amount payable for printing of remaining quantity.
Delay in delivery schedule from 04 to 07 days	5% of amount payable for printing of remaining quantity.
Delay in delivery schedule from 08 to 10 days	10% of amount payable for printing of remaining quantity.

**Since it's a prestigious and time bound job the selected bidder shall have to take utmost care to maintain the quality and timely execution of delivery schedule. Further the Bank reserves the right of imposing penalty for defects (minor/major), shortage of pages, number of calendar in packets and mutilated pages in calendar, even after accepting the calendar. The Bank's decision in this regard shall be final.**

12. The bank reserves the right to reject all or any bid or cancel the tender without assigning any reason, whatsoever. The bank also reserves the right to re-issue/re-commence the tender without the vendors having the right against such re-issue. Any decision of the bank in this regard shall be final, conclusive and binding on the bidders.

13. The selected printer shall provide certificate that all the copies of the wall calendars have been printed using desired quality of paper and that overall production quality is as per our design, specification etc.

14. No order or billing payment on any other sister concern/associate company will be released by the bank. The entire job shall be done by the bidder. Outsourced work shall not be permitted.

15. The printer shall (whether or not they respond to this tender notice) treat the details of the documents as secret and confidential.

16. The printer shall pack the quantity of wall and table calendar, as indicated by the bank and deliver the packs and dispatch to the bank's branches/addresses all over the country. The delivery of calendar at Bank's Head Office in Delhi or its surrounding areas Delhi/NCR will be done at printers cost/free of cost.

17. No advance shall be paid.

18. Bidders shall satisfy pre-qualification criteria and general terms and conditions to qualify in the Technical bid. **The representatives of printing Press/bidders shall carry authority letter for representation in the bids besides his identity proof.**

19. There should not be any cutting or overwriting on tender while quoting the rates.

20. The bank reserves the right to increase/decrease the quantity to be printed at any time and without assigning any reason whatsoever.

21. In case of any dispute, controversy or claims out of or relating to this Tender, Work Order, contract or breach, or termination or invalidity thereof, shall be settled by sole Arbitrator who shall be mutually appointed by both the Parties as per the provisions of Arbitration & Conciliation Act, 1996. It is further agreed that:

(a) The place of arbitration will be New Delhi.

(b) The arbitration proceedings will be governed by the Arbitration and Conciliation Act, 1996.

(c) The arbitration proceedings will be in the English language.

(d) The award will be recorded in writing, along with the reasons therefor.

(e) The Parties shall equally share the costs of the arbitrators' fees,

22. The Contractor shall continue with the printing works with due diligence and speed so as to complete the same within the period agreed upon, notwithstanding any dispute or difference or question is referred to arbitration. The works shall not be delayed on account of any such reference made to the Arbitrator.

23. Jurisdiction & Governing Laws: All disputes shall be subject to the jurisdiction of the Courts at New Delhi only and shall be governed by laws of India only,.

24. Please note that the submission of tender should be only by hand. No tender shall be accepted by Registered post/courier or email.

25. The printing press/bidder shall also furnish specimen of their other printed materials (four-colour) on paper specified by the Bank for printing of the calendar. These shall be furnished along with Technical bid.

26. The printing press/bidder shall have the capacity to complete delivery of all copies, in a staggered manner within 7days from the date ofwork order.

27. The printing press/bidder shall bear all costs associated with the preparation and submission of its bid and the bank shall, in no case, be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process including cancellation or abandonment of the bidding process.

28. Addendum/corrigendum if any, to this Notice Inviting Tender would appear only on the Bank's website and will not be published in any Newspaper and shall be binding on all bidders.

**Force Majeure:** The selected 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 selected 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 selected Bidder shall promptly notify Punjab and Sind Bank in writing of such conditions and the cause thereof within seven 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.

### 30. Indemnity:

Selected Bidder/Vendor 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 fulfill the scope of work.

b. Selected Bidder/Vendor 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 Bidder/Vendors or its agents and representatives, in the performance of this Agreement.

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

### 31. 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/vendor(s) 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 -VI on stamp paper.

Signing of IP with Bank would be one of the preliminary qualifications for further evaluation. In other words, entering into this pact would be one of the preliminary qualification 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(s)/ bidder not signed the document or refusing to sign shall be disqualified in the bidding process.

Sh. Asha Ram Sihag & Sh. Aditya Prakash Mishra have been appointed as IEM (Independent External Monitor) for the bank. IEM can be contacted at: -

1. Sh. Asha Ram Sihag,

2. Sh. Aditya Prakash Mishra

Email: arshihag@gmail.com

Email: arshihag@gmail.com

Mob: 9911558502

Mob: 9560625666

### 32. Non-Disclosure Agreement

The selected bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Selected Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking and have to sign Non-Disclosure Agreement as per Annexure- VII on stamp paper. No media release, public announcement or any other reference to the RFP or any programme there under shall be made without the written consent from the Bank. Reproduction of this Tender, without the prior written consent of the Bank, by photographic, electronic or other means is strictly prohibited.

### 33. Assignments & Subcontracting

The Bidder agrees that it shall not be entitled to assign any or all of its rights and obligations under this Tender and subsequent Agreement to any entity including Bidder's affiliate without the prior written consent of the Bank.

The Bidder will not subcontract or delegate or permit anyone other than the Bidder personnel to perform any of the work, service or other performance required of the Bidder under this agreement without the prior written consent of the Bank and the bank's decision in this regard will be final and acceptable to the bidder.

### 34. Non-Transferable Offer

This Tender document is not transferable. Only the bidder who has purchased this document in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process. There will not be any type of outsourcing.

### 35. Authorized Signatory

The selected bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the bank, with regard to the obligations. The selected bidder shall submit, in case of a company, a certified copy of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond. The bidder shall furnish proof of signature identification for above purposes as required by the Bank.

In case of Partnership, LLP or Proprietorship firm, The Bidder shall submit a letter duly signed by Partners/Directors/Proprietor authorizing the person who is representing & signing on behalf of the Bidder as authorized representative.

### 36. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar services was supplied by the BIDDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BANK, if the contract has already been concluded.

**Signature of the authorized person**

**Name of the signatory**

Seal of the company

Date

Place.



### ANNEXURE III

Sealed quotations are invited from printers located in Delhi or NCR to print and dispatch Bank's wall and table calendar, 2025. The specifications of the calendar are given below.

<b>Job Title</b>	Printing of Bank's wall and table calendar 2025.
<b>Finish size</b>	Wall Calendar 17"(W) x22"(H) Table Calendar 11"(W) x8.5"(H)
<b>No of leaves (For Wall &amp; table Calendar)</b>	7(6+1)
<b>Printing</b>	i) 4 colour- both sides on inside 6 leaves. ii) Single side 4 colour printing on Fly leaf.
<b>Paper</b>	i) 170 GSM Indian art paper as JK or equivalent Art Paper for Inside leaves ii) 130 GSM Indian art paper as JK or equivalent Art Paper for fly leaf.
<b>Wiro Binding</b>	For Wall Calendar: White colour, (23 loops on each side total 46 loops) For Table Calendar: White color, 30 loops
<b>Rod (Hanger)</b>	12 gauge black/silver colour.
<b>Back support</b>	Grey back duplex, 2.5"x17", 300 GSM
<b>Bottom support for table Calander</b>	Pyramid Style
<b>Quantity (Tentative)</b>	Wall Calendar: 1,25,000 (One Lakh twenty five thousand Only) Table Calendar: 2000 (Two Thousand Only)
<b>Processing of Wall and Table Calendar 2025</b>	Calendar Art work should be processed on high-end Thermal CTP plate.
<b>Printing</b>	The printer must have minimum two high quality four colour CPC offset printing machines, scanner, computerized cutting machines, processing unit, Photocomposing and complete in house arrangement of wiro binding or with latest printing technology for such types of work. Please also mention the quantity of such type of calendar printed by your press during previous years (enclose at least two specimen).
<b>Packing</b>	Calendar should be packed flat in a lot of one hundred pieces in a seven ply corrugated box with strip band. The weight of 100 calendars should be mentioned on the box.
<b>Original Input Materials</b>	Transparencies/Digital Photographs/Art Work/CDs would be supplied by the Bank as input material.

<b>Quality</b>	Proper registration, maintaining of uniform colour density in all the printed sheets and finally print product must be matched as per our transparencies/Bromide, CD etc. Colour variation, deviation in processing, printing, binding and packing will not be allowed/accepted
<b>Print Proofing</b>	Complete colour machine proof is to be submitted for approval before final printing till the satisfaction of the Bank.
<b>Languages to be printed</b>	Hindi, English and Punjabi

**Insurance:** The insurance cover of the Bank's calendar and infrastructure provided by the Bank till complete execution shall be the responsibility of the selected printer.

**Delivery:** Complete delivery of calendar to be executed within 7 days from the date of placing order alongwith all the input materials.

<b>Period</b>	<b>No. of Wall Calendar to be delivered</b>	<b>No. of Table Calendar to be delivered</b>
1 <sup>st</sup> -3 <sup>rd</sup> Day	35000	400
4 <sup>th</sup> -5 <sup>th</sup> Day	45000	800
6 <sup>th</sup> -7 <sup>th</sup> Day	45000	800
<b>Total</b>	<b>125000</b>	<b>2000</b>

Delay in delivery will invite penalty as per penalty clause. Delivery shall be made in good quality corrugated boxes (**100 pieces in a seven ply corrugated box.**)

Please quote rates:

**For printing and supplying of One lakh twenty five thousand wall calendars and Two Thousand Table Calendars inclusive of all charges including transportation cost in seven ply corrugated box with strip band.**

**The rate quoted should be exclusive of all taxes i.e. GST etc.**

Signature of the authorized person

Seal of the Company

**Part-II**  
**Financial Bid**

Financial bid shall be submitted in a separate sealed cover as per the format given in Annexure IV super scribed with the words, **Printing and dispatch of Wall and table Calendar for the year 2025- Financial Bid"**.

The Bank shall have the right to decide on the omission of the participating bidders on the basis of Technical qualifications, without giving explanation to anyone of the participants or any other parties and also exclude them on the basis so decided by the bank to participate in the financial bid.

**Please quote the rates as per Annexure IV**

Signature of the authorized person

Seal of the company

## Annexure IV

Format of the Financial Bid to be submitted by the Bidder in a sealed cover as required under:

Specification of the Calendar – 2025	Quantity	Rate per Calendar (Exclusive of all taxes)	Total cost (Exclusive of all taxes)
As per Annexure -III			
1. Wall Calendar	125000 (One lakhs twenty five thousand only)		
2. Table Calendar	2000 (Two Thousand Only)		
	Total		

- The L1 rate will be derived from the total cost of total of wall and table calendar.
- The rate must be inclusive of all charges such as Transportation/Delivery, packaging, etc.
- The rate per Calendar/final cost should be exclusive of all taxes i.e. GST etc.
- Any deviation in furnishing the quoted cost would be liable to be rejected by the Bank and the Bank's decision in this regard shall be final and binding on the bidder.

(Signature of the authorized person)

(Name and address of the authorized person in Block Capital letters)

Seal of the company:

Date:

Place:

## Annexure V

### UNDERTAKING FOR INTEGRITY PACT

The Chief Manager  
HO Printing and Stationary Deptt.  
Punjab & Sind Bank,  
First floor, C-7 Block,  
New SabziMandi, Azadpur, 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 Punjab & Sind Bank.

## Annexure VI

### INTEGRITY AGREEMENT

(To be executed on stamp paper of requisite value.)

This Integrity Agreement is made at ..... on this .....day of ..... 20.....BETWEEN Punjab & Sind Bank, a Bank constituted under The Banking Companies (Acquisition & Transfer of Under-takings) Act 1980, having its Head Office at 21, Rajendra Place, New Delhi 110008 and, inter-alia, HO Printing & Stationary Department, C7 New AzadpurSabziMandi, New Delhi-110033 (hereinafter referred to as the Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and assigns)

AND

M/s.....having its registered office at ..... through..... Details of duly authorized signatory) (hereinafter referred to as the "Bidder/Vendor" and which expression shall unless repugnant to the meaning or context here of include its successors and permitted assigns)

### PREAMBLE

WHEREAS the Principal / Owner has floated the Tender for Printing & supplying of Bank's one lakh wall and one thousand table calendars. (Hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for .....hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Vendor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

## **ARTICLE 1: COMMITMENT OF THE PRINCIPAL/OWNER**

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

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the 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.

2) If any information comes to the notice of the Principal/owner on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

## **ARTICLE 2: COMMITMENT OF THE BIDDER(S)/VENDOR(S)**

1) The Bidder/Vendor shall (including their respective officers, employees and agents) adhere to the highest ethical standards, and forthwith report the Principal/Owner about all suspected fraudulent act or corruption or Coercion or Collusion of any person connected with the tender process which it has knowledge or becomes aware any time, during the tendering process and throughout the negotiation or award of a contract.

2) The Bidder/Vendor commits himself/itself to take all measures necessary to prevent corruption. He/it commits himself/itself to observe the following principles during his/its participation in the Tender process and during execution of the Contract:

a) The Bidder/Vendor shall not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or 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/Vendor shall not enter with other Bidder(s) 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 cartelize in the bidding process.

c) The Bidder/Vendor will not commit any offence under the relevant IPC/PC Act. Further the Bidder/Contract will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical

proposals and business details, including information contained or transmitted Electronically.

d) The Bidder/Vendor of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder/Vendor of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

e) The Bidder/Vendor will, when presenting his/its bid, disclose any and all payments he/it has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract. 3) The Bidder/Vendor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4) The Bidder/Vendor will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment to the interests of Principal/Owner.

5) The Bidder/Vendor will not, directly or through any other person or firm use Coercive Practices against principal/owner and/or other bidder(s)/vendor(s). Coercive practices mean the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process.



### **ARTICLE 3: CONSEQUENCES OF BREACH**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Vendor(s) and the Bidder/ Vendor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1) If the Bidder/Vendor, either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner at its discretion, is entitled to disqualify the Bidder/Vendor from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Vendor from future contract award processes after giving 14 days' notice to the vendor. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Vendor.

3) Criminal Liability: If any act/omission or conduct of a Bidder or vendor conduct of a Bidder or Vendor, or of an employee or a representative or an associate of a Bidder or Vendor which constitutes corruption within the meaning of IPC/PC Act brought to the notice of the Principal/Owner, or if the Principal/ Owner has substantive suspicion in this regard, the Principal/Owner shall be at liberty to inform the same to law enforcing agencies for further investigation. ARTICLE 4: PREVIOUS TRANSGRESSION 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises 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 the contract, if already awarded, can be terminated for such reason. Principal/owner will be entitled to exclude the vendor from future tender/contract award processes for a period not exceeding three years. 3) Without prejudice to any other legal rights or remedies available to the principal under the relevant clauses of the tender document.

## **ARTICLE 5: EQUAL TREATMENT OF ALL BIDDERS/VENDORS/SUBVENDORS**

- 1) The Bidder(s)/Vendor(s) undertake(s) to demand from all sub vendors a commitment in conformity with this Integrity Pact. The Bidder/Vendor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Vendors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

## **ARTICLE 6- DURATION OF THE PACT**

This Pact begins when both the parties have legally signed it. It expires for the Vendor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/ determined by the Competent Authority, Punjab & Sind Bank.

## **ARTICLE 7-INDEPENDENT EXTERNAL MONITOR (IEM)**

- 1) The Principal/Owner has appointed competent and credible Independent External Monitor(s) (IEM) for this Pact in consultation with the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 2) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to CMD, Punjab & Sind Bank.
- 3) The Bidder/Vendor accepts that the IEM has the right to access, without restriction, to all Project documentation of the Principal/Owner including that provided by the Vendor. The Vendor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his or any of his Sub-Vendor's project documentation. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Vendor(s)/Subvendor(s) with confidentiality.
- 4) As soon as the IEM notices, or believes to notice, a violation of this Pact, he will so inform the Management of the Principal/Owner and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. However, beyond this, the IEM has no right to demand from the parties that they act in a specific manner, and/or refrain from action or tolerate action.

6) The IEM shall submit a written report to the CMD, of the Principal/Owner within 6 to 8 weeks from the date of reference or intimation to him by the Principal/Owner and, should the occasion arise, submit proposals for correcting problematic situations.

7) The word "IEM" would include both singular and plural.

8) IEMs will not use or pass on any information or document provided to it regarding plans, technical proposals and business details for the purpose of competition or personal gains etc.

**ARTICLE 8- Appointment of Independent External Monitor (IEM)**

The Principal has appointed competent and credible Independent External Monitor (IEM) for this Pact in consultation with the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. .

Name and addresses of the Monitors are given below:

Sh./Ms .....

.....

.....

Email: .....

Mobile.....

**ARTICLE 9- OTHER PROVISIONS**

1) This Pact is subject to Indian Law, place of performance and jurisdiction is place where office of the Principal/Owner, who has floated the Tender, is located.

2) Changes and supplements need to be made in writing.

3) If the Vendor is a partnership or a consortium, this Pact must be signed by all the partners or consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

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

5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

**ARTICLE 10- LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

..... (For and on behalf of Principal/Owner)  
..... (For and on behalf of Bidder/Vendor)

WITNESSES:

1..... (Signature, name and address)

2..... (Signature, name and address)

Place:

Dated:

## **Annexure VII**

### **Non-Disclosure Agreement (On stamp paper of relevant value)**

This Non-Disclosure Agreement is made and entered into at this \_\_\_\_\_ day of 2024 BY AND BETWEEN PUNJAB AND SIND BANK, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1980 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 shall be deemed to mean and include its successors and assigns) of the ONE PART and (M/s .....having its registered office at .....of the OTHER PART;

The Vendor (Receiving Party) and Bank (Disclosing party) are hereinafter collectively referred to as "the parties" and individually as "the Party"

WHEREAS, Bank called for the bids for printing and supplying bank's one lakh wall and one thousand table calendars Pan India.

In the course of such assignment, it is anticipated that Punjab & Sind Bank or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Vendor some Confidential Information (as hereinafter defined), to enable the Vendor to carry out the aforesaid Implementation assignment (hereinafter referred to as " the Purpose").

The Vendor is aware and confirms that all information, data and other documents made available in the Purchase order/SLA/Agreement /Contract or in connection with the Services rendered by the Vendor are confidential information and are privileged and strictly confidential and or proprietary of Punjab & Sind Bank. The Vendor undertakes to safeguard and protect such confidential information as may be received from Punjab & Sind Bank.

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the above premises and the Bank granting the Vendor 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. Confidential Information" means all information disclosed/furnished by Punjab & Sind Bank to the Vendor whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Vendor to carry out the proposed Implementation assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; Provided the oral information is set forth in writing and marked "Confidential" within seven (7) days of such oral disclosure.

ii. The vendor shall Maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above;

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.

1. 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 Vendor's personnel to be present on premises of Bank or may require the Vendor'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 Vendor's personnel under such circumstances and to provide notice to the Vendor of the confidentiality of all such information. Therefore, the Vendor agrees and undertakes that any technical or business or other information of Bank that the Vendor'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.

## 2. Non-disclosure:

The Vendor shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Vendor who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Vendor shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Vendor may disclose Confidential Information to others only with prior consent of Bank and if the Vendor has executed a Non-Disclosure Agreement with the other party to whom it is disclosed that contains terms and conditions that are no less restrictive than these presents and the Vendor agrees to notify Punjab & Sind Bank immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

## 3. Publications:

The Vendor shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of Punjab & Sind Bank.

#### 4. Term:

This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by Punjab & Sind Bank, whichever is earlier. The Vendor hereby agrees and undertakes to Punjab & Sind Bank that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further promptly return or destroy, under information to Punjab & Sind Bank, all information received by it from Punjab & Sind Bank for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Vendor further agree and undertake to Punjab & Sind Bank to certify in writing upon request of Punjab & Sind Bank that the obligations set forth in this Agreement have been complied with.

Any provisions of this Agreement which by their nature extend beyond its termination shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain

#### 5. Title and Proprietary Rights:

Notwithstanding the disclosure of any Confidential Information by Punjab & Sind Bank to the Vendor, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with Punjab & Sind Bank.

#### 6. Remedies:

The Vendor acknowledges the confidential nature of Confidential Information and that damage could result to Punjab & Sind Bank if the Vendor breaches any provision of this Agreement and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, Punjab & Sind Bank may suffer immediate irreparable loss for which monetary compensation may not be adequate. Punjab & Sind Bank shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Vendor, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement.

Any claim for relief to Punjab & Sind Bank shall include Punjab & Sind Bank's costs and expenses of enforcement (including the attorney's fees).

#### 7. Entire Agreement, Amendment and Assignment:

This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and / or written correspondence or agreements between the Parties. This Agreement may be



amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

8. 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.

9. Disputes, if any, arising out of this Agreement remaining unresolved by mutual discussions shall be referred to Arbitration Proceedings as per terms of the contract entered between the parties. The provisions of Arbitration & Conciliation Act, 1996, which shall accordingly apply. The venue for such Arbitration shall be New Delhi. The language of the Arbitration shall be English.

10. Indemnity: The Vendor/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 Organization / 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 Vendor/Bidder/Contractor, in the course of discharge of its obligations under this Agreement.

The provisions hereunder shall survive termination of the Contract.

11. General:

All Confidential Information is provided "as is". In no event shall the Punjab & Sind Bank be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by Punjab & Sind Bank constitutes any representation, warranty, assurance, guarantee or inducement with respect to the fitness of such Confidential Information for any particular purpose.

Punjab & Sind Bank discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, merchantability, fitness for a particular purpose, title, non-infringement, or anything else.

12. Waiver:

A waiver (whether express or implied) by Punjab & Sind Bank of any of the provisions of this Agreement, or of any breach or default by the Vendor in performing any of the provisions hereof, shall not constitute a continuing waiver and such waiver shall not

prevent Punjab & Sind Bank from subsequently enforcing any of the subsequent breach or default by the Vendor under any of the provisions of this Agreement.

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

( )