



Punjab & Sind Bank

Tender for the Supply of 95 GSM MICR Security paper with Bank watermark along with CTS-India Watermark.

Ref No: PSB/HO Prtg.&Stnry/MICR Paper Tender/2024-25

(Technical & Financial Bid)

This document consists of the following:

- a. Application inviting tender for supply of 95 GSM MICR grade sensitized paper manufactured with banks watermark
- b. Terms, Conditions, Specifications and Evaluation Criteria.

**H.O Printing & Stationery Department
Azadpur, New Delhi-110033
Phone no. 7014049028;
E-Mail.: ho.stationery@psb.co.in**

Tender for the Supply of 95 GSM MICR Security paper with Bank watermark along with CTS-India Watermark.

1. Bank invites application for supply of 95 GSM MICR grade sensitized paper manufactured with banks watermark along with CTS-India watermark from IBA approved MICR paper manufactures /their authorized dealers/Agents as per specifications/terms & conditions mentioned in the tender documents.

2. Please note that Bank’s approximate requirement is about 80 M.tons in reel form and Bank reserves the right to purchase the required quantity of paper in any number of lots to be dispatched at different locations in & around Delhi/NCR.

3. IBA approved paper manufacturers/their authorized dealers are requested to submit their Technical and Financial Bids in separate sealed envelopes super scribed “**Tender for supply of 95 GSM MICR paper**” respectively addressed to: **The Chief Manager, Punjab and Sind Bank, Head Office Printing & Stationery Department, C-7 Block, New Sabji Mandi, Azadpur, New Delhi-110033** in time to reach us on or before 02-04-2025 upto 1300 hrs. The tenders can be dropped at above address before the scheduled time. Tenders will be opened at the above mentioned address as per the details of the time schedule:

Date of issue of Technical information on Bank’s website	10-03-2025 at 1200 hrs
Date of Pre-clarification meeting	17-03-2025 at 1600 hrs
Release of any clarification	19-03-2025
Last date of submission of Application form with Documents	02-04-2025 upto 1400 hrs
Date of opening of –Technical Bid	02-04-2025 at 1500 hrs.
Date of opening of Financial Bid	03-04-2025 at 1300 hrs.

4. The tender documents are available with the Chief Manager, stationery department, Delhi at above address on payment of tender document fee of Rs. 2000/- (Non-refundable). Also the tender document can be downloaded from banks website <https://punjabandsindbank.co.in/> and be submitted along with requisite tender document of **Rs. 2000/-** by means of DD payable at Delhi favoring “**Punjab & Sind Bank, Printing & Stationery Deptt**”.

(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 (recognized by DIPP) are exempted from submission of Tender Fee and EMD only. Relevant certificates should be submitted by the bidder in this regard to avail exemption.)

5. Interested MICR paper manufactures/their authorized agents can submit the bids on same forms duly signed by authorized signatory of the bidder under seal of the company/firm quoting Name and designation of signatories. The bids can be submitted on company/Firm's letter head giving details exactly as per Tender Formats.

6. All Tender documents shall be duly signed by authorized persons (with name, designation) date and seal of the company, with initials on all pages. Any correction/overwriting/cancellation shall be duly authenticated; otherwise the tender may be liable for rejection. Copy of Authorisation Letter/Power of Attorney/Board Resolution (as the case may be)authorizingthe person in this regard, shall be submitted along with the Bid documents.

7. The tenders not submitted as per format given in Annexure "A" for Technical Bid and Annexure "B" for financial Bid shall not be entertained. The documents/certificates mentioned in tender must be enclosed with Technical Bid. The Financial Bid shall contain only rates as per annexure "B".Additional details, if any bidders desire to submit shall be submitted with Technical bid only.

8. The bid submitted by the bidders shall be valid for at least 60 days from the due date specified.

9. Earnest Money Deposit (EMD)

(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 (recognized by DIPP) are exempted from submission of Tender Fee and EMD only. Relevant certificates should be submitted by the bidder in this regard to avail exemption.)

a) The bidder shall furnish non interest earning Earnest Money Deposit (EMD) of 3,00,000/- (Rupees Three lakh only) by way of Demand Draft drawn on any scheduled bank other than Punjab & Sind Bank" in favour of "Punjab & Sind Bank HO Stationery Deptt."payable at Delhi and shall be kept along with Technical Bid.

b) Submission of EMD in other than Technical Bid Envelope is liable to be rejected on ground of non-submission of EMD.

c) The EMD of the Bidders not qualified under Technical Bid will be returned within 15 days after opening of the financial bid of the technically qualified bidders. The EMD of other bidder will be returned upon the selected bidder accepting the order. The successful bidder shall be required to submit bank guarantee of Rs.5 lacs (Rupee Five Lacs only) by way of Performance Bank Guarantee within 15 days from the issue of work order.

This guarantee will remain in force up to 9 month (Contract period of 03 month + 6 month) from the date of signing the contract. The claim period of 6 (Six) months shall start after the validity period of PBG.

d) The EMD may be forfeited:

i) If the bidder withdraws or amends the bid during the period of bid validity specified in this document.

ii) If the selected bidder fails to accept the purchase order within 15 days or fails to sign the contract in accordance with the terms of the tender.

10. Bank reserves right to accept /reject any or all of the offers without any reason whatsoever. Also Bank reserves rights to split the order amongst two vendors, if required, to ensure timely supply and to avoid dependence on only one supplier.

11. Conditional Tenders and or any deviation in terms and conditions by bidders will not be accepted.

12. Bidders desirous of attending tender committee meeting before opening the same, may remain present, either themselves or by authorized representatives, at the prescribed time/venue. Changes if any, for opening the tender will be advised over telephone or on bidder's email address (if available).

Specification of MICR Paper:

1. MICR paper to be supplied must strictly adhere to the specifications stipulated by Reserve Bank of India and grammage shall be uniformly maintained. The standard and quality of the paper shall conform to the standard prescribed by IBA/NPCI for implementation of CTS-2010 Standards. The payment shall be released only after approval of paper by the NPCI/IBA/NTH etc.

2 Paper shall contain watermark of Punjab and Sind Bank along with CTS-India logo in oval shape (Diameter size 2.6 cm to 3.00 cm) as per the latest NPCI guidelines. It is the responsibility of paper manufacture to ensure that each and every cheque leaf shall contain at least one complete watermark/as per CTS-2010 specifications viz. CTS India Logo and Bankwatermark (Name and logo).

3.Quantity:80M.tons of Size 43.5 cm in Reel Form, Sample of paper with our Bank's watermark and CTS-2010 watermark shall be got approved by NPCI/ National Test house by Manufacturer/Authorized dealer. The same must be submitted to HO Printing & Stationery Department, for approval before commencing of delivery.

Eligibility for Technical Bid:

Following document shall be submitted along with Technical Bid.

- i) Authority letter from the Paper Mill authorizing Distributer/Dealer/Agent to quote, negotiate and finalize on behalf of paper manufacturer.
- ii) Undertaking from the paper mill that they will indemnify the Bank for the cost/losses for the inferior quality, damaged, shortage of paper supplied by the paper mill after delivery of the paper (irrespective of the time period).
- iii) Copy of license/certificate issued by Bureau of Indian Standards to paper mill.
- iv) Proof of IBA approval/empanelment of paper Mill as a manufacturer of MICR paper.
- v) List of public sector bank to which MICR grade paper with their Water Mark is supplied during last two financial years. The paper mill must have supplied CTS-2010 standard MICR Paper to Nationalized Banks quantity minimum 50 Metrictons. Copy/ies of purchase order/s, delivery challans to be enclosed as supporting documents.
- vi) Latest copy of Sensitivity Test Certificate issued by National Test house, Government of India, certifying that the MICR paper manufactured by the Mill comply with standards specified by Reserve Bank of India.
- vii) Copy of Last three financial year's Income tax Return and copy of PAN/TIN/CIN& TAN no.
- viii) Sample of MICR paper as per specification mentioned must be submitted for perusal.
- ix) Signed copy of Tender document must be enclosed with Technical Bid,
- x) For MSEs, UdyogAdhar be enclosed.
- xi) The Bidder should not have been blacklisted at the time of submission of the bid by any Regulator / Statutory Body/ any Government Department/ PSU/ PSE/Financial Institution/BFSI or Banks in India. (Self-Declaration on Bidder's Letterhead signed by the authorized signatory.)

- xii) Bidder should not be owned or controlled by any Director or Employee (or relatives) of Punjab & Sind Bank. (Self-Declaration by Bidder on the company's letter head is to be submitted.)

Other Terms & Conditions:

1. Please quote net rate per ton for reels paper mentioned above must be inclusive of (except GST)transport/handling, loading ,unloading charges, Cess ,Freight, insurance, Octroi/Local entry tax/charges etc.Along with the cost of New Dandy Roll/Deduction for utilization Existing Bank Dandy Roll with paper Mill. No cost towards Dandy Roll shall be paid /reimbursed by the Bank separately. **The L-1 rate will be arrived at on total cost.**

No increase in rate will be allowed for any reason except on account of revision in Govt.Duties/TAX like GSTetc. On production of satisfactory proof, any downward revision in Govt.duties/tax may be passed to the Bank.

2. Delivery: The paper shall be dispatched to Delhi/NCR destination only through IBA approved Transport operator within 20 days from the date of our purchase order. The quantity of the paper to be dispatched to the destinations will be informed by the Bank subsequently. If new dandy roll is required to be manufactured, the Bank may consider reasonable time extension for first time. Penalty for delayed supplies will be 2% per month of remaining paper value or part thereof at the discretion of bank.

3. All the consignment shall be booked for door delivery at printer's printing press's address. The rates quoted in your Tender shall be inclusive of all charges including unloading charges at destination/point of delivery. All the consignments shall be insured for Transit Risk. The risk and responsibilities lies with the supplier till consignments are delivered to consignee in good condition and certified by the consignee.

4. After delivery of the paper if it is found that the paper supplied is not exactly as per specification stipulated by RBI/IBA, such quantity will be rejected at suppliers cost L1 bidder may be required to submit undertaking to that effect.

5.Payment will be made on receipt of bill with the following enclosures

- i) Supplier has to submit Sensitivity Test certificate from National Test House Government of India (of the paper manufactured with our watermark) as per RBI/BSI guidelines.
- ii) A statement Showing the Gross weight, Core weight and net weight of the paper, **Bill shall be drawn for net paper weight only.**
- iii) Copy/ies of delivery challan/s.
- iv) Transit Insurance Policy/certificate.
- v) Acknowledgment from the consignee.

6. Damage/Defect liability: The supplier shall be liable for inherent or manufacturing defects in quality of paper, GSM etc observed at a later stage, though it might not be apparent or observed at the time of acceptance of stocks. In such an event the supplier will have to replace the stock in part or full/or compensate for the loss or inconvenience that might have already caused or might cause to the Bank on account of such defects or deviation from the Bank's specification. Further, the Bank also has the liberty to approach IBA for cancellation of empanelment of the supplier. This is notwithstanding the return of security Deposit after three months of supply and this time period is not a restraining factor for the claim of damages in the paper.

7. This is only an invitation to tender and shall not be construed as an order.

8. No advance will be paid against our order, if any, placed with you.

9. Conditional Tenders and or any deviations in terms and conditions by bidders will not be dealt with.

10. No costs incurred by the applicant in applying, in providing necessary documents or attending discussions, will be reimbursed by the Bank.

11. The authorized person of the firm/ company shall sign on all the pages of the Tender document with seal of the company/ firm.

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

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

14. 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.

15. The Bank is not bound to accept the lowest tender and has the right to reject any Tender without assigning any reason or whatsoever or select any bidder that meets the requirements. In such circumstances, the Bank shall reserve the right to re-issue the Tender, if required, while the Tenderer/bidders shall not have a right to object to such re-issue.

16. The Bank reserves the right to extend the validity period of the Tender to a date as may be convenient to it. The Bank reserves the right to seek clarification/additional documents, amend/modify the tender document or issuing any corrigendum to the tender document including bid process. The bidder shall not claim as a right for the bank to do the aforesaid. Also any other information regarding Change in Tender Terms and conditions or any corrigendum will only be communicated through Bank's website and will not be published in any newspaper.

17. 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 SabziMandi, Azadpur, New Delhi-110033. Applications sent through Post/Speed Post/ Courier will not be entertained.

18. Jurisdiction: All disputes relating to this tender and thereafter in any matter shall be dealt with before the court of competent jurisdiction at Delhi.

Applicable Laws: This Tender shall be governed by laws of India as amended from time to time.

19. The successful Vendor 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 job.

20. The Vendor shall deposit with the Bank, the Performance Bank Guarantee of Rs 10 lac (Rs Ten Lac only) for a period of three months with claim period of 6 months (total 9 months) or till the completion of the job as per Bank's Format in favour of Bank.

21. The successful applicants have to execute an agreement with the bank which may include above aspects along with other terms & conditions as the bank may deem fit.

22. Arbitration: The Bidder/supplier and the Bank shall endeavor their best to amicably settle all disputes arising out of or in connection with the RFP/Contract in the following manner: -

a) The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.

b) The matter will be referred for negotiation between Competent Authority of the Bank / Purchaser and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

c) In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and

such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in New Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

d) The "Arbitration Notice" shall accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

e) The arbitrators shall hold their sittings at New Delhi. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at New Delhi alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

f) The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before Delhi jurisdiction, should it find it expedient to do so.

The contract shall be governed by and interpreted in accordance with Indian law

23. Indemnity:

a. Selected Vendors/Manufacturer/Agents 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 Vendors/Manufacturer/Agents 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 Vendors/Manufacturer or its agents and representatives, in the performance of this Agreement.

c. Selected Vendors/Printers 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.

24. Governing Law & Jurisdiction: The parties hereto expressly agree and understand that, without prejudice to anything contained hereinabove. This agreement shall be construed in accordance with and governed by the laws prevailing in India for the time being in force and all enactments thereof and for all purposes the Courts in New Delhi alone shall have exclusive jurisdiction over all disputes or differences or claims arising out of this agreement.

25. Force Majeure: Neither party shall be liable for any default or delay in the performance of its obligations under this agreement when such default or delay is due to any events beyond its reasonable control, including act of God, epidemic, pandemic, explosion, war, riot, revolution, act or decision of any Governmental Authority, change of law which adversely affect the performance of the parties. The party affected by a Force Majeure event shall promptly and in any case within four days of occurrence or knowledge thereof inform the other party of the nature, probable duration and impact thereof and both parties shall take all reasonable measure to limit the consequences of the underlying Force Majeure event to a minimum.

26. Confidentiality/Misuse of data:

The selected vendor/printers have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised/disclosed/misused/misappropriated then bank would take suitable action as deemed fit and vendor/printer would compensate the bank to the fullest extent of loss incurred by the bank.

27. Notice:

Any notice given by one party to the other pursuant to the contract shall be sent to the other party (per the address mentioned in the contract) in writing either by hand delivery or by registered post or by courier and shall be deemed to be complete only on obtaining acknowledgment thereof; or by telegram or by telex or by facsimile or by other electronic media and in which case, the notice will be complete only on confirmation of receipt by the receiver. In case of email, Notices shall be sent by certified or registered mail with acknowledgement due on receipt

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

28. 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 of Integrity Pact.

Signing of IP with Bank would be one of the preliminary qualifications for further evaluation. In other words, entering into this pact would be one of the preliminary qualifications for this tender and the pact shall be effective from the stage of invitation of bids till the complete execution of the contract. Any vendor/ bidder who has not signed the document or refusing to sign shall be disqualified in the bidding process.

The Integrity Pact envisages a panel of Independent External Monitors (IEM(s)) to review independently and objectively, whether and to what extent parties have complied with their obligation under the pact. The IEM has the right to access to all the project document. Shri. Asha Ram Sihag, Retd. IAS and Aditya Prakash Mishra, Retd. IRSE shall be acting as the IEM for this contract/Tender. However, Bank at its sole discretion reserves the right to change/name another IEM, which shall be notified later.

Annexure 'A'

**The Chief Manager
Punjab & Sind Bank
Printing & Stationery Deptt
Azadpur, Delhi-110033**

Sub: Tender For supply of 95 GSM MICR Paper

We refer to abovementioned Tender Notice and submit our Technical Bid as under:

1. Name of the bidder company/Firm :

2. Address
(with telephone No. and Email ID):

3. Constitution
(Ltd. Company/Partnership/Proprietary firm) :

4. PAN No. :

5. GST/CST/VAT/TIN No. :

6. Name and address of the paperManufacturer :
(If tender is submitted by authorized Agent/Dealer)

7 Size/s of the paper Mill can supply : a) Reel Form

8 List of the documents enclosed :

9. Name, Designation, Telephone/Mobile No.&email ID of the contact person :

10. Details of cost of Tender documents/Earnest Money Deposits

Cost of Tender document paid vide DD No _____ dated _____ for Rs.2000/- favoring "Punjab & Sind Bank, Printing & Stationery Deptt".

a) " _____ drawn on _____
Bank _____.

b) Earnest Money Deposit paid vide DD No. _____ dated _____ for Rs.3,20,000/- favoring "Punjab and Sind Bank HO Stationery Deptt." drawn on _____ Bank _____.

I/We hereby declare that I/We have read all terms/conditions mentioned in Tender documents all page and undertake to abide by the same if bank considers to place order with us .We also confirm that information submitted above/enclosed is true and correct to the best of my Knowledge.

The undersigned is authorized to submit the Tender on behalf of the firm/company.

Place :

Signature :

Date :

Name :

Designation :

FINANCIAL BID

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

Sub:Supply of 95 GSM MICR PAPER

We refer to abovementioned tender Notice and submit our offer/Rates inclusive of cost of New Dandy Roll as under:

Item Description	95 GSM MICR grade sensitized paper manufactured with Punjab and Sind Bank watermark and CTS-India Watermark as per RBI/IBA/NPCI specification in compliance with CTS-2010 standards.
Name of the Paper Mill	

Sr.no.	Destination	Quantity (Reel)	Rates per M.Ton(Rs.)	Cost (Rs)
1	Delhi/NCR	80M.Tons (43.5cm)		
	Total Cost	80M.Tons		

The rates per ton must be inclusive of excise, transport/handling, loading, unloading charges (except GST), Cess, Freight, insurance, Octroi/Local entry tax/charges etc. Along with the cost of New Dandy Roll/Deduction for utilization Existing Bank Dandy Roll with paper Mill. No cost towards Dandy Roll shall be paid /reimbursed by the Bank separately. **The L-1 rate will be arrived at on total cost.**

Signature :

Place:

Name :

Date:

Designation:

UNDERTAKING FOR INTEGRITY PACT

The Chief Manager
HO Printing and Stationary Dept
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.

INTEGRITY AGREEMENT

(To be executed on stamp paper of requisite value)

This Integrity Agreement is made at on thisday 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 Stationary Department,, New Delhi-..... (hereinafter referred to as the Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and assigns) AND (Name and Address of the Individual/firm/Company) 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 Empanelment of Record Management Agencies for the Bank (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract forhereinafter 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.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner 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/Owner shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

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) It is required that each Bidder/Vendor (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 intentions.

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 - Proforma for the Bank Guarantee for Earnest Money Guarantee for Payment of EMD

Bank Guarantee no.:

Date

Period of Bank Guarantee: Valid upto

Amount of Bank Guarantee: Rs.

To,

Punjab and Sind Bank,

H.O. Printing and Stationary Department.

Punjab & Sind Bank,

First floor, C-7 Block,

New SabziMandi, Azadpur, Delhi-33

THIS DEED OF GUARANTEE made at..... this..... day of..... between Bank Ofa banking company having its office at hereinafter referred to as 'the Bank' of the One Part and Punjab and Sind Bank a Bank constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1980 having its Head Office at 'Rajendra Place', 21 Bank House, New Delhi- 110008, hereinafter called the Beneficiary, of the other Part.

- Whereas the Beneficiary had invited tenders for Supply of 95 GSM MICR Security paper with Bank watermark along with CTS-India Watermark. Dated.....
- One of the terms of the tender is that bidder is required to give a Demand Draft drawn in favour of beneficiary and payable at New Delhi, (valid for Three months from the due date of the tender) for Rs..... (Rs..... only) as Earnest money Deposit (EMD) along with their offer. The Beneficiary may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank, valid for 3 months from the date of issue.

NOW THIS DEED WITNESSETH that pursuant to the said tender and in consideration of the premises the Bank doth hereby guarantee to and covenant with the Beneficiary that the Bank shall, whenever called upon by the Beneficiary in writing and without demur and notwithstanding any objection raised by the said Contractor/s, pay to the Beneficiary the said amount of Rs..... (Rupees only) payable by the said Printing Press/Bidder under the said Contract.

AND IT IS AGREED and declared by the bank that the liability of the Bank to pay the said amount whenever called upon by the Beneficiary shall be irrevocable and absolute and the Bank will not be entitled to dispute or inquire into whether the Beneficiary has become entitled to forfeit the said amount as earnest money (or as security deposit) under the terms of the said contract or not and entitled to claim the same or not or whether the said contractors have committed any breach of the said contract or not or whether the Beneficiary is entitled to recover any damages from the said contractors for breach of terms thereof or not.

Any such demand made by the Beneficiary shall be binding and conclusive as regards amount due and payable by the Contractor to the Beneficiary. And the Bank undertakes to pay unconditionally on written demand without demur and the claim of beneficiary shall be conclusive and binding as to the amount specified therein.

AND it is further agreed and declared by the Bank that any waiver of any breach of any term of the said contract or any act of forbearance on the part of the Beneficiary or any time given by the Beneficiary to the contractors for carrying out and completing the work under the said contract or any modifications made in the terms and conditions of the said contract or any other act or omission on the part of the Beneficiary which could have in law the effect of discharging a surety, will not discharge the Bank.

AND it is agreed and declared that this guarantee will remain 'in force until the time fixed in the said contract for completion of the said work or until the expiration of any extended time for such completion and shall be valid for a period of Three months from the date hereof i.e. the guarantee shall be valid upto

AND it is agreed and declared that this Guarantee will be irrevocable and enforceable even if the Printing Press/bidder goes into liquidation or there is any change in the constitution of the said Printing Press or management of the said Printing Press and shall ensure to the benefit of its successors and assigns and shall be binding on the successors and assigns of the Bank.

Notwithstanding anything contained herein:

a. The liability of the Bank under this Bank Guarantee shall not exceed Rs..... (Rupees.....).

b. This Bank Guarantee shall be valid up to.....

c. Bank is liable to pay guaranteed amount or part thereof under this Bank Guarantee only and only if beneficiary serve upon as a written claim or demand on or before (date of expiry of the Guarantee).

IN WITNESS WHEREOF the Bank has put is seal the day and year first hereinabove written.

Signed, sealed and delivered by Mr.....

For and on behalf of the Guarantor Do so and to affix the seal of the Bank, in the presence of.....

Annexure M — Non Disclosure Agreement (On stamp paper of relevant value)

This Non-Disclosure Agreement is made and entered into at this _____ day of 2023 BY AND BETWEEN PUNJAB AND SIND BANK, the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1980 and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) 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 shall 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 shall 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 the Supply of 95 GSM MICR Security paper with Bank watermark along with CTS-India Watermark.

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 -----.....

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

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