Corrigendum-1

Open Tender for Procurement of 36,000 Reams- 75 GSM COPIER PAPER- A4 size through GeM Portal

PUNJAB NATIONAL BANK

Centralised Procurement and Partnership Division
Head Office, 5, Sansad Marg,
New Delhi - 110 001
Tel: (011) - 23724596

CORRIGENDUM-1:
RFP for Copier paper A4 size through GeM portal (GeM bid no.- GEM/2026/B/7825426)

- Removed annexure-7 related to Integrity Pact
- Other changes of RFP are as below:

page no.	section/ annexure	clause no.	Clause name	existing clause	revised clause
93		Clause 5.2	Specifications for 75 GSM copier paper - A4 size	Paper should not be manufactured from recycle material/content and the date of manufacturing should not be earlier than 01.01.2026.	Paper should not be manufactured from recycle material/content and the date of manufacturing should not be earlier than 01.06.2026.
114	annexure 7 Integrity Pact		removed	annexure -7- Integrity Pact	removed
136	annexure-12	clause 36	table	"Signing of Pre-Contract Integrity Pact"	deleted
136	annexure-12	clause 42	table	Signing of Integrity Pact	deleted
137	annexure-12	clause 46	table	"Signing of Proprietary Article Certificate (PAC) (In case of product procurement)"	deleted
137	annexure-12	clause 53	table	"Resource Availability"	deleted

137	annexure-12	clause 55	table	"Application Downtime"	deleted
137	annexure-12	clause 64	table	"Applications"	deleted
137	annexure-12	clause 65	table	"Data"	deleted
137	annexure-12	clause 68	table	"Data Storage (Not to reside Outside India)"	deleted
147	annexure-16	clause 2	table	Proof of EMD submission/ Bank Guarantee in **Original** as per Annexure **7A**/Insurance Surety Bond as per Annexure **7B** in Original	Proof of EMD submission/ Bank Guarantee in **Original** as per Annexure **8A**/Insurance Surety Bond as per Annexure **8B** in Original
147	annexure-16	clause 14	table	Annexure 7 - Performa for Integrity Pact and Integrity Agreement	deleted

Open Tender for Procurement of 36,000 Reams- 75 GSM COPIER PAPER- A4 size through GeM Portal

Date: 28/07/2026
PUNJAB NATIONAL BANK

Centralised Procurement and Partnership Division
Head Office, 5, Sansad Marg,
New Delhi - 110 001
Tel: (011) - 23724596

Invitation for Request for Proposal (RFP)

Bank invites bids from manufacturers/authorised distributors capable of supplying 36,000 reams of A4 size copier paper (75 GSM). The purpose of this RFP is to invite technically complete and commercially competitive bids from copier paper manufacturers/ authorized representative/ distributors.

This RFP may be downloaded by the bidders free of cost from the GeM Portal (www.gem.gov.in). All the documents and process related information are also published on the PNB Website.

This RFP is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement. The purpose of this RFP is to provide information to the potential Bidders, who qualify to submit the response to this RFP, and to assist them in responding to this RFP. Although this RFP has been prepared with sufficient care to provide all the required information to the potential Bidders, however, in the event any further/additional information is required by any potential bidders, such bidder(s) on its own cost & endeavour may approach the Bank for clarification which may be considered by the Bank.

The Bank reserves the right to provide such additional information at its sole discretion.

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

The Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process prior to deadline for submission of Bids, without assigning any reason whatsoever. Notification of amendments will be made available on the Bank's website at (www.pnbindia.in) as well as GeM Portal. No separate communication will be issued in this regard.

The Bank, at its discretion, may extend the deadline for a reasonable period for the submission of Bids.

The Bank in its absolute discretion may annul the RFP without assigning any reason whatsoever. The decision of the Bank shall be final, conclusive and binding on all parties.

Common Terms of Reference / Definition

ABBREVIATIONS

The long form of some abbreviations commonly used in the document is given below:

S No.	Abbreviations	Description / Full form
1.	BFSI	Banking, Financial Services, and Insurance
2.	NMS	Network Monitoring Solution
3.	BG	Bank Guarantee
4.	DD	Demand Draft
5.	EMD	Earnest Money Deposit
6.	OEM	Original Equipment Manufacturer
7.	GST	Goods and Service Tax
8.	HO	Head Office
9.	LD	Liquidated Damages
10.	MSE	Micro and Small Enterprises
11.	MSME	Micro Small Medium Enterprises
12.	MPLS	Multiprotocol Label Switching
13.	NEFT	National Electronic Funds Transfer
14.	NI Act	Negotiable Instruments Act
15.	PSB	Public Sector Bank
16.	RTGS	Real Time Gross Settlement
17.	AES	Advanced Encryption Standard
18.	BCP	Business Continuity Planning
19.	CBS	Core Banking Solutions
20.	DC	Data Centre
21.	DR Site	Disaster Recovery Site
22.	ISO	International Organization for Standards
23.	LAN	Local Area Network
24.	LLDP-MED	Link layer discovery Protocol Media endpoint discovery
25.	LOI	Letter of Intent
26.	NDA	Non-Disclosure Agreement
27.	PO	Purchase Order
28.	LoA	Letter of Award
29.	LoI	Letter of Intent
30.	PSU	Public Sector Undertaking
31.	QoS	Quality of Service
32.	RFP	Request For Proposal. For all references, RFP shall mean the request for Proposal and its corrigendum issued, if any.
33.	RRB	Regional Rural Bank
34.	SLA	Service Level Agreement
35.	SSH	Secure Shell
36.	TCO	Total Cost of Ownership
37.	TCP	Transmission Control Protocol
38.	TLS	Transport Layer Security
39.	ToS	Type of Service

40.	VSAT	Very-Small-Aperture Terminal
41.	WAN	Wide Area Network
42.	P2P	Point-to-Point
43.	ILL	Internet Leased Line
44.	PNB	PUNJAB NATIONAL BANK
45.	ARC	Annual Recurring Charges
46.	TIS	Tender Information Summary
47.	NE States/North East States	Arunachal Pradesh, Assam, Manipur, Meghalaya, Mizoram, Nagaland, and Tripura
48.	RA	Reverse Auction
49.	SCC	Special Conditions of Contract
50.	NIT	Notice Inviting Tender
51.	ITB	Instructions To Bidders
52.	AITB	Appendix to Instructions to Bidders
53.	GCC	General Conditions of Contract

Contents

1. SECTION I: NOTICE INVITING TENDER (NIT)

1.1 Introduction

Punjab National Bank is one of the leading nationalized Banks, headquartered in New Delhi. The Bank started its operations on 12th April 1895. Throughout the journey of more than 132 years of existence, the Bank has expanded its network across the country and marked its presence outside India and at present the Bank has a vast network of 10,000+ branches and 11000+ ATMs (onsite and offsite) all over the country and various offices at Dubai, Bhutan, UK etc. The Bank has Zonal Offices and Circle Offices controlling these Branches/ ATMs besides specialized service branches, DC, DRS, training establishment and other offices. The Bank also has various Subsidiaries, Associates and Joint Ventures including RRBs (Regional Rural Banks).

For further details, you can visit to Bank's website www.pnb.bank.in.

1.2 Notice Inviting Tender (NIT)/ Request for Proposal (RFP)

Bank invites bids from manufacturers/authorised distributors capable of supplying 36,000 reams of A4 size copier paper (75 GSM). The purpose of this RFP is to invite technically complete and commercially competitive bids from copier paper manufacturers/authorized representative/distributors. The successful bidder shall be selected; prices shall be finalised through this tender process and an agreement shall be entered into with the successful bidder for supply of copier paper.

Please note that any deviations on part of the bidders from the terms & conditions mentioned in the bid will not be considered and evaluated by the Bank. Bank reserve the right to reject the bid, if bid is not submitted in proper format as per tender document.

The paper shall be ordered in two tranches. Two vendors shall be finalized for supply of whole quantity of paper.

This RFP is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement. The purpose of this RFP is to provide information to the potential Bidders, who qualify to submit the response to this RFP, and to assist them in responding to this RFP. Although this RFP has been prepared with sufficient care to provide all the required information to the potential Bidders, however, in the event any further/additional information is required by any potential bidders, such bidder(s) on its own cost & endeavour may approach the Bank for clarification which may be considered by the Bank.

The Bank reserves the right to provide such additional information at its sole discretion.

In order to respond to the RFP, if required, each Bidder may conduct its own study and analysis/assessment and seek its own professional, technical, financial and legal advice, as may be necessary. The Bank, its employees and advisors make no representation and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost, charges or expense etc. which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy,

correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding Document. Failure to furnish all information required by the bidding Document or to submit a Bid not substantially responsive to the bidding Document in all respect shall be at the Bidder's risk and may result in rejection of the Bid.

The Bank Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.
Following terms are used in the document interchangeably to mean:

I. Recipient, Respondent, Bidder means the respondent to the RFP document.
II. RFP means the "Request for Proposal" document.
III. Proposal, Bid means "Response to the RFP Document".
IV. Tender means RFP response documents prepared by the Bidder and submitted.
V. Vendor means the bidder, successful bidder, and successful vendor.
VI. CBS means Core Banking Solution implemented in the Bank.
VII. DC means Data Centre located at Delhi.
VIII. DR/DRC/DRS means Disaster Recovery Site located at Mumbai
IX. Purchaser here refers to Bank.
X. RFP shall mean both the initial published RFP and it's subsequent published Corrigendum and Response to Queries.
XI. Bidder, Vendor, Service Provider is used interchangeably here and refer to the same person/entity.

Please note that any deviations on part of the bidders from the terms & conditions mentioned in the bid shall not be considered and evaluated by the Bank. Bank reserve the right to reject the bid, if bid is not submitted in proper format as per RFP. The term 'supplier', 'bidder' and 'vendor' has been used interchangeably in this document and refers to the entity to whom the contract is awarded.

2. The Tender Document

2.1 Bidders must read the complete 'Tender Document'

This NIT is an integral part of the Tender Document and serves a limited purpose of invitation, and does not purport to contain all relevant details for submission of bids. 'Tender Information Summary' (TIS) appended to this notice gives a salient summary of the tender information. Any generic reference to NIT shall also imply a reference to TIS as well. However, Bidders must go through the complete Tender Document for details before submission of their Bids.

2.2 Availability of the Tender Document

The Tender Document shall be available on GeM Portal. It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned on GeM. Unless otherwise stipulated in GeM, the downloaded Tender Document is free of cost. If the

Banks happens to be closed on the deadline for submitting the bids as specified above, this deadline shall not be extended. Any query/ clarification regarding downloading Tender Documents and uploading Bids on GeM may be addressed to the GeM Helpdesk.

2.3 Clarifications

A Bidder requiring any clarification regarding the Tender Document may ask questions electronically through GeM portal, provided the questions are raised before the clarification end date as per GeM guidelines. This deadline shall not be extended in case of any intervening holidays.

3. Eligibility Criteria for Participation in this Tender

Subject to provisions in the Tender Document, participation in this Tender Process is open to all bidders who fulfil the Eligibility criteria. Bidder should meet the eligibility criteria as on the date of their bid submission and should continue to meet these till the award of the contract. Bidder shall be required to declare fulfilment of Eligibility Criteria as per **Annexure-1**.

4. Purchase Preference Policies of the Government

As detailed in the Tender Document, the Bank reserves its right to grant preferences to eligible Bidders under various Government Policies/ directives (policies relating to Make in India; MSME; Start-ups etc.).

5. Contact to Bidders

Interested Bidders are requested to send their authorization letters for attending the pre-bid meeting, only on the below mentioned email ID:
cppd.designing@pnb.Bank.in (Till bid submission)

Post Bid submission, Participated Bidders may send any correspondence on the following email ID:
cppd.processing@pnb.Bank.in

or the officials may be contacted on the following Contact Number: 011-2372 4596/011 71910719 from 10:00AM – 05:00PM on Bank's working days

Alternatively, any correspondence in writing maybe also be sent to the following address:
1. The Assistant General Manager
   Punjab National Bank,
   Designing Cell/ Processing Cell
   Centralized Procurement and Partnership Division,
   HO: 5 Sansad Marg,
   New Delhi 110 001

The communication sent should contain the **GeM Bid Number** and the following information of the Bidder:
(a). Name of Bidder
(b). Contact person

(c). Mailing address with Pin Code,
(d). Contact Number.
(e). e-mail etc.

Bidders shall contact/correspond/communicate only on the aforementioned contact details and any communication received on any other email-id/address and /or through any other mode/medium other than the one mentioned above, shall not be attended.

6. Pre-Bid Meeting & Pre-Bid Queries

Bidders/OEMs are required to submit the pre-bid queries, through GeM portal only **and not through email as per timelines of GeM/ATC document which is usually within 7 days of bid publication**.

Pre-Bid meeting shall be conducted as per the timelines mentioned in the GeM document. Participation in such a Pre-bid Conference is not mandatory. However, if a bidder chooses not to (or fails to) participate in the Pre-bid conference or does not submit a query, it shall be assumed that they have no issues regarding the techno-commercial conditions and no subsequent representations from them regarding the Technical/ commercial specifications/ conditions may be entertained.

Bidders/OEMs interested to attend the pre-Bid meet should have their authorization letter/email from their competent authority (hardcopy/email- Refer : Contact to Bidders) to attend the pre-bid meeting clearly stating the name, designation and contact number. All Bidders should carry their ID card issued by their company. Only two persons per bidder shall be allowed to attend the Pre-Bid meeting.

Pre-requisites for attending pre-bid meeting:
1. Authorization Letter (email or hardcopy)
2. Original Photo ID Card
3. Queries as per the format of the Bank through GeM (if applicable)

No person may be allowed to attend the pre-bid meeting without Proper Authorization letter from their Company and without their Photo ID Cards.

Bidders are required to go through the RFP and any subsequent Corrigendum/clarifications meticulously and submit their queries timely to avoid any last-minute issues.

7. Clarifications and Corrigendum

Bank shall issue clarifications on the queries/representations raised by the Bidders on GeM, at least **3 days** prior to the last date of bid submission.

In case of any change in the clauses/conditions of this tender, Bank shall issue a Corrigendum at least **7 days** prior to the last date of Bid submission.

Bidders are required to go through the RFP and any subsequent Corrigendum/clarifications meticulously to avoid any last-minute issues.

8. Submission of Bid

a. e-Tendering through GeM: This tender will follow e-Tendering guidelines of GeM portal under which the bidding process shall be conducted by the Bank. Bidder shall necessarily register on GeM portal for participating in the bid. Bidders will have to abide by terms and conditions of GeM portal for participating the bidding process.

b. No bids shall be accepted after the last date and time of bid submission including extension of time by the Bank, if any, through GeM Portal. Bank reserves the right to accept or reject the entire bid.

c. The decision of the Bank in regard to this tender shall be final and binding on all the bidders.

d. Bidders may please note:
   i. The Bidder should quote for the entire package on a single responsibility basis for all Goods/Services it proposes to supply.
   ii. While submitting the Technical Bid, sizing of hardware and its associated operating software, Software Solution/Goods/Services should also be uploaded, wherever applicable.
   iii. Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, shall make the bid liable for rejection.
   iv. The Bid document shall be complete in accordance with various clauses of the RFP document, or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be uploaded.

e. Prices quoted by the Bidder shall remain fixed for the period during the terms of contracts and shall not be subjected to variation on any account, including custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

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

g. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid, if required.

h. The Bidder must provide specific and factual replies to the points raised in the RFP.

i. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract and to be uploaded in the portal.

j. Bidder shall mandatorily submit the original Integrity Pact **executed on/before the date of submission of the Bid on stamp paper of appropriate value** in hard copy. The

Integrity Pact should also be uploaded as part of the bid document on GeM. Bid without a signed Integrity Pact shall be rejected.

k. A period of 48 hours, or as prescribed under the GeM General Terms and Conditions (GTC) shall be provided to the disqualified bidders for submitting their representation.

All the Annexures and bid documents are to be uploaded in pdf format during the online bid submission on GeM. All the pages should be signed by the authorized signatory of the Bidder and seal of the Bidder should be affixed on each and every page of the bid document. Any correspondence should be addressed to Bank on the following address.

The Assistant General Manager
Punjab National Bank,
Processing Cell
Centralized Procurement and Partnership Division,
HO: 5 Sansad Marg,
New Delhi 110 001

8.1 Opening of Bids

The Date, time and location of bid opening is as published on GeM. Bidders need to check the details on GeM for any change in Date/time of bid opening. In the event of the specified date of bid opening being declared a holiday for the Bank, the bids shall be opened at the specified time and place on next working day.

8.2 Disclaimers and Rights of Bank

The issue of the Tender Document does not imply that Bank is bound to select bid(s), and it reserves the right without assigning any reason to:

a) reject any or all of the Bids, or
b) cancel the tender process; or
c) abandon the procurement of the Goods/Services; or
d) issue another tender for identical or similar Goods/Services

Appendix to NIT: Tender Information Summary

Tender Information Summary (TIS)			
1.0 Basic Tender Details			
Tender Title	**Open Tender for Procurement of 36,000 Reams- 75 GSM COPIER PAPER- A4 size through GeM Portal**		
Tender Reference Number	**(As per Gem Bid Number)**		
Tender Type	Open-Domestic	**Form of Contract**	(As per Commercials)
Tender Category	Goods	**No. of Covers**	02
Bidding System	Single Stage	**e-Reverse Auction to be held after Financial bid opening**	Yes
Procuring Organisation	Punjab National Bank	**Bank**	Centralised Procurement and Partnership Division (CPPD)
Authority on whose behalf Tender is invited	MD & CEO	**Through**	General Manager CPPD
Tender Inviting Authority (TIA)	General Manager CPPD	**Address**	The Assistant General Manager Punjab National Bank, Processing Cell Centralized Procurement and Partnership Division, HO: 5 Sansad Marg, New Delhi 110 001
Appointing Authority for Arbitration	MD & CEO		
2.0 Requirement Details			
Evaluation Basis	Total Value wise evaluation	**Part quotation allowed or not**	No
Inspection Type	Pre-acceptance inspection before installation	**Inspection Agency**	Internal

Schedule	As per ATC document		
Item Details:	As per ATC document	**Qty and Units**	As per ATC document
Indicative HSN Code:	N/A	**Consignee/ State:**	Across India
Terms of Delivery	As per ATC document	**Completion date of Delivery:**	As per ATC document
3.0 Critical Dates			
Published Date	28/07/2026	**Bid Validity (Days from the date of Tender Opening)**	90 days
Document Download Start Date & Time	28/07/2026 Please refer GeM for timelines	**Document Download End Date & Time**	Initial: 18/08/2026 Please refer GeM for last date and time of Bid submission.
Clarification Start Date & Time	Please refer GeM for timelines	**Clarification End Date & Time**	Please refer GeM for timelines
Bid Submission Start Date & Time	28/07/2026 Please refer GeM for timelines	**Bid Submission Closing Date & Time**	Initial: 18/08/2026 Please refer GeM for last date and time of Bid submission.
Tender Opening (Techno-commercial bid) Date & Time	Initial: 18/08/2026 04:30 PM or later Please refer GeM for last date and time of Bid submission.	**Tender Opening (Financial bid) Date & Time**	To be communicated later
4.0 Eligibility to Participate			
Is this item reserved for exclusive Procurement from MSEs	No		
Nature of Bidders eligible – OEMs/ Dealers authorized by OEMs	Bidders authorised from respective OEMs		
Minimum local content for eligibility to participate (Make in India Policy)	75%		

Classes of Local Suppliers eligible to participate (Make in India Policy)	Only Class-I local Suppliers eligible (Domestic Tenders)		
5.0 Thresholds for Eligibility to Participate and Preference under Make in India Policy			
Classification of Local Suppliers based on Minimum local content	Only Class-I Local Suppliers (with minimum local content of 75%) are permitted to bid		
The margin of purchase preference	20%		
Is the requirement divisible for preference	Yes		
Would the contract be split among more than one bidder	Yes		
6.0 Obtaining the Tender Document and clarifications (ITB-clause 7.0)			
GeM portal and helpdesk for Document availability and submission	As per GeM Portal		
Cost of Tender Document (INR)	Rs. 0.00		
Office/ Contact Person/ email for clarifications	Please refer Contact to Bidders		
7.0 Pre-bid Conference			
Pre-bid Conference applicable or not	Yes		
Place, time, and date of the Pre-bid Conference	Place: PNB HO CPPD, 5 Sansad Marg, New Delhi 110 001 Date: 04/08/2026 12:00 PM		

Place, time, and date before which queries for the Pre-bid conference must be received	Place: PNB HO CPPD, 5 Sansad Marg, New Delhi 110 001 Date: 04/08/2026 12:00 PM		
Place, time, and date before which registration of participants for the Pre-bid conference must be received	Place: PNB HO CPPD, 5 Sansad Marg, New Delhi 110 001 Date: 04/08/2026 12:00 PM		
8.0 Preparation and Submission and Opening of Bids			
Bids to be Addressed to	The Assistant General Manager, CPPD		
Instructions for Online bid Submission	As per GeM Guidelines		
Tender Opening Place	CPPD, 5 Sansad Marg, New Delhi		
Alternate Bids allowed or not	Only one bid meeting the conflict-of-interest criteria (as mentioned in this document) shall be considered as valid from a bidder.		
9.0 Physical submission of Originals/ Self-attested copies of Originals of Scanned Documents uploaded			
Physical documents required/ permitted to be submitted	Yes		
If Yes, List of Documents to be submitted physically	1. Bid Security, if applicable 2. Integrity Pact 3. Power of Attorney, if applicable 4. Other documents, if stated in the ATC		
Deadline for physical submission of originals/ self-attested copies of Originals of	05 Working Days from the date of Bid submission		

uploaded scanned documents			
Address of Physical Submission of Originals	CPPD, 5 Sansad Marg, New Delhi		
10.0 Documents relating to Bid Security and Performance Security			
Performance Security	5% of Awarded Cost	**Form of Security and to whom to be addressed**	AGM CPPD
11.0 Additional Clauses			
Clause	**Description**		
Integrity Pact to be Signed and Submitted along with bid	Yes	**Independent External Monitor, Name and Contact Details**	Sh. Madhusudan Prasad (IAS-Retd.) mprasad23@gmail.com Sh. Rishi Kumar Shukla (IPS-Retd.) rishi_2000in@yahoo.com
Price Variation Clause	Not Applicable		
Quantity Splitting/ Parallel Orders	Yes	**If Yes, Ratio of Distribution among L-1 and others**	70:30

2. SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

1. Bank - Rights and Disclaimers

1.1 The Bank

Bids are to be addressed to Assistant General Manager, CPPD, Punjab National Bank. The Tender Inviting Authority (TIA) is the designated officer for uploading and clarifying this Tender Document.

1.2 Right to Intellectual Property and confidentiality

1.2.1 The Tender Document and associated correspondence are subject to copyright laws and shall always remain the property of the Bank and must not be shared with third parties or reproduced, whether in whole or part, without the Bank's prior written consent.

1.2.2 However, Bidders may share these to prepare and submit its bid with its employees, etc. Bidders shall obtain from them an undertaking of confidentiality similar to that imposed on Bidder under this clause.

1.2.3 This condition shall also apply to bidders who do not submit a bid after downloading it or who are not awarded a contract in the process.

1.2.4 The obligation of the Bidders under sub-clauses above, however, shall not apply to information that:

- **1.2.4.1** now or hereafter is or enters the public domain through no fault of Bidder;
- **1.2.4.2** is legally possessed by Bidder at the relevant time and was not previously obtained, directly or indirectly, from the Bank; or
- **1.2.4.3** otherwise lawfully becomes available to Bidder from a third party that has no obligation of confidentiality.

1.2.5 The provisions of this clause shall survive completion or termination for whatever reason of the Tender Process or the contract.

1.3 Right to Reject any or all Bids

The Bank reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods/services at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

1.4 Disclaimers

1.4.1 Regarding Purpose of the Tender Document

The Tender Document is neither an agreement nor an offer to prospective Bidder(s) or any other party hereunder. The purpose of the Tender Document is to provide the Bidder(s) with information to assist them in participation in this Tender Process.

1.4.2 Regarding Documents/ guidelines

The Tender Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the bidders/ contractors and the Bank. No other Government or Bank's document/ guidelines/ Manuals including its Procurement Manual (for internal and official use of its officers), notwithstanding any mention thereof in the Tender Document, shall have any locus-standii in such a relationship. Therefore, such documents/ guidelines/ Manuals shall not be admissible in any legal or dispute resolution or grievance redressal proceedings.

1.4.3 Regarding Information Provided

Information contained in the Tender Document or subsequently provided to the Bidder(s) is on the terms and conditions set out in the Tender Document or subject to which that was provided. Similar terms apply to information provided verbally or in documentary or any other form, directly or indirectly, by the Bank or any of its employees or associated agencies.

1.4.4 Regarding Tender Document

a) The Tender Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Bank, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

b) The Bank, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the Tender Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Bidder, on such account.

2. Bidders – Eligibility and Preferential Policies

2.1 Bidders

Subject to provisions in the following clauses in this section and provisions in Tender Document, this invitation for Bids is open to all bidders who fulfil the 'Eligibility Criteria' stipulated in the Tender Document.

2.2 Sub-Contracting

Subcontracting is not allowed under this RFP. Bank shall only deal with the bidding entity i.e. the Bidder, who shall be responsible for delivery of all Goods/Services. The bidder will be fully responsible to the Bank for execution of the contract in its entirety and compliance of SLA, the delivery of all the Goods/Services as per the RFP and shall be a single point of contact.

2.3 Eligibility of bidders from specified countries

i. Any bidder, OEM from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (TOT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same Competent Authority. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Govt. of India, Department for Promotion of Industry and Internal Trade (DPIIT). Applicable certificates shall have to be submitted for compliance.

ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

iii. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -
   a) An entity incorporated, established or registered in such a country; or
   b) A subsidiary of an entity incorporated, established or registered in such a country; or
   c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
   d) An entity whose beneficial owner is situated in such a country; or
   e) An Indian (or other) agent of such an entity; or
   f) A natural person who is a citizen of such a country; or
   g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

iv. The beneficial owner for the purpose of (iii) above will be as under:
   a) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more

juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation: -

i. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
ii. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

b) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
c) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
e) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

v. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
vi. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order).
vii. The registration should be valid at the time of submission of bid and at the time of acceptance of bid.
viii. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution

2.4 Conflict of Interest

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Bank's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, including but not limited to, if:

1. they have controlling partner (s) in common; or
2. they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
3. they have the same legal representative/agent for purposes of this bid; or
4. they have relationship with each other, directly or through common third parties, which puts them in a position to have access to information about or influence on the bid of another Bidder; or
5. Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid shall result in the disqualification of all bids in which the parties are

involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.

6. Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.
7. If its personnel have a close personal, financial, or business relationship with any personnel of the Bank who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the Bank directly or indirectly.

3. Purchase Preference Policies of the Government

Unless otherwise stipulated in tender, the Bank reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:

1) Class I Local Suppliers under Public Procurement (Preference to Make in India) Order 2017" (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised from time to time.
2) Bidders from Micro and/ or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.
3) Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20\212014-PPD dated 25.07.2016 and subsequent clarifications; and/ or
4) Any other category of Bidders, as per any Government Policies, announced from time to time, if so, provided in the tender.

3.1 Preference in Procurement through Local Suppliers (Make in India)

Procurement through Local Supplier (Preference to Make in India) shall be done as per the "Public Procurement (Preference to Make in India) Order 2017 issued vide Department of Industrial Policy and Promotion (DIPP) Notification No. P-45021/2/2017-B.E-II dated 15.06.2017 and thereafter revised vide Notification No. P-45021/2/2017-PP (B.E-II) dated: 28.05.2018, No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 & No. P-45021/2/2017-PP(BE-II) dated 16.09.2020, P-45021/2/2017-PP (BE-II)-Part (4)Vol II dated 19.07.2024 and further revisions, if any. bidder to refer Notification No. F.No.33(1)/2017-IPHW dt:14.09.2017 for the list of Electronic Products that are notified under the Public Procurement (Preference to Make in India) Order 2017 and CG-DL-E-22102024-258138 F. No. 18-10/2017-IP dated 21.10.2024 for the list of notified Telecom Items by Ministry of Communications, Department of Telecommunications. Bidder shall ensure compliance to the same while quoting the products, services, works and throughout the contract period.

3.1.1 Categories of Local Suppliers and other Definitions

Bidders/Contractors are divided into three categories based on Local Content. Local content in the context of this policy is the total value of the service procured (excluding net domestic indirect taxes) minus the value of imported content in the service/ incidental Goods (including all customs duties) as a proportion of the total value, in percent):
'Class-I local Supplier' with local content equal to or more than that prescribed in TIS or 75% if not prescribed.

'Class-II local Supplier' with local content equal or more than that prescribed in TIS or 20%if not prescribed, but less than that applicable for Class-I local Supplier.
'Non - Local Supplier' with local content less than that applicable for Class-II local Supplier, in sub-clause above.
Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference. It has been fixed as 20 (twenty) percent.
'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.
'Bank' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.
'Works' means all works as per Rule 130 of GFR- 2017 and will also include 'turnkey works'.

3.1.2 Eligibility Restrictions based on Reciprocity

i) When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
ii) Entities of countries that have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
iii) The stipulation in sub-para ii) above shall be part of all tenders invited by the Central Government procuring entities stated in sub-para 2-h) above. All purchases on GeM shall also necessarily have the above provisions for items identified by the nodal Ministry/ Department.
iv) The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

3.1.3 Eligibility to participate

a) **Minimum local content for eligibility to participate**: Only bidders meeting the minimum prescribed local content for the product shall be eligible to participate subject to the following conditions.

b) **Classes of Local Suppliers eligible to Participate:** Based on the Make in India Policy, classes of local/ non-local Suppliers eligible to participate in the tender shall be declared in TIS/ AITB/ Schedule of Requirements. If not so declared, only Class-I and Class-II local Suppliers shall be eligible to participate and not non-local Suppliers.

3.1.4 Thresholds

Following thresholds shall be declared in the Tender Document.
Minimum local content for Contractor classification: local content percentage prescribed to qualify as Class-I or Class-II local Suppliers for various products
Minimum local content for eligibility to participate: Minimum local content percentage prescribed for eligibility for a bid to be considered.
The margin of purchase preference: The bid price quoted by Class-I Local Supplier should be within this percentage from the L-1 price quoted by Non-local or Class-II bidders for being eligible for purchase preference.
If not so declared, the default threshold shall be as follows:
(a) Only Class-1 local suppliers are permitted to bid, Local content for eligibility for Class-I; shall be 75%.
(b) Minimum local content for eligibility to participate shall be 75%,
(c) The margin of purchase preference shall be 25%.

3.1.5 Mandatory sourcing of items, with sufficient local capacity and competition, from Class-I local suppliers in SI/ EPC/ Turnkey Contracts/ Service Tenders

a) The items, notified as having sufficient local capacity and competition, shall mandatory be sourced from Class-I local suppliers in SI/ EPC/ Turnkey Contracts/ Services tenders. This provision shall be applicable only for those items that have been notified by the Nodal Ministry as Class-I, i.e. having sufficient local capacity and competition with specific HSN codes.

3.1.6 Purchase preference to Class-I local Suppliers

a) Subject to the provisions of the Order and to any specific instructions issued by the Nodal Ministry or in pursuance of the Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by the Bank in the manner specified here under.
b) In the procurements of goods, services or works, which are covered by sub-para 3.1.5-b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over the 'Class-II local supplier' as well as the 'Non-local supplier', as per following procedure:

1. If the Bank negotiates with the L1 bidder, who is not a Class-I Local Supplier, the margin of purchase preference (L1+20%) should be calculated based on the original L1 price, not the lower negotiated price, and such eligible Class-I Local Suppliers shall be called to match the new negotiated L1 price as per procedure mentioned above for placement of 50% quantity.
2. Since as per sub-para c) below, MII order is applicable 'where the bid is evaluated on price alone' – MII purchase preference would not be applicable where evaluation is based inter-alia on non-price criteria, e.g., QCBS or FBS in Services and Works.

i) Among all qualified bids, the lowest bid shall be termed as L1. If L1 is a 'Class-I local supplier', the contract for full quantity shall be awarded to L1.

ii) If the L1 bid is not a 'Class-I local supplier', 50 (fifty) per cent of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50 (fifty) per cent quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference (L1+20%) and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case the lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference (L1+20%) shall be invited to match the L1 price for the remaining quantity and so on, and the contract shall be awarded accordingly. In case some quantity out of the 50% (for the eligible Class-I Local Suppliers) is still left uncovered, then such balance quantity may also be ordered on the L1 bidder.

c) In the procurements of goods or works, which are covered by sub-para 3-b) above and which are not divisible in nature, and in the procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i) Among all qualified bids, the lowest bid will be termed L1. If L1 is a 'Class-I local supplier', the contract will be awarded to L1.

ii) If L1 is not a 'Class-I local supplier', the lowest bidder among the 'Class-I local suppliers' will be invited to match the L1 price subject to the Class-I local supplier's quoted price falling within the margin of purchase preference(L1+20%), and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

iii) In case the lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference (L1+20%) shall be invited to match the L1 price and so on, and the contract shall be awarded accordingly. In case none of the 'Class-I local suppliers' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

d) "Class-II local supplier" will not get a preference for any procurement undertaken by procuring entities.

3.1.7 Applicability in tenders where the contract is to be awarded to multiple bidders:

Only class-1 local suppliers are eligible to participate in this tender.

The margin of purchase preference shall be 20%. Only those 'Class-I local suppliers' would be eligible for purchase preference whose quoted rates fall within the margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. First, purchase preference must be given to the lowest quoting eligible 'Class-I local supplier.' If the lowest quoting 'Class-I local supplier' does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to the next higher eligible 'Class-I local supplier,' and so on. In case the quantity thus allocated to eligible 'Class-I local suppliers' is short of 50% of the tendered quantity, then this shortfall quantity may be distributed among all other qualified bidders as per award criteria stipulated in the tender documents.

e) To avoid any ambiguity during the bid evaluation process, the procuring entities may stipulate their own tender-specific criteria for the award of contracts amongst different bidders, including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in the sub-paras above.

3.1.8 Verification of local content

a) The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

b) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

c) The bidder shall give self-certification for local content in the quoted item (goods/ works/ services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice. For cases where it is not possible to provide certification by Cost/ Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/ Chartered Accountant after completion of the contract, within the limit acceptable to the Bank. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.

d) Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the Bank.

e) Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.

f) Nodal Ministries and procuring entities may prescribe fees for such complaints.

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

h) A supplier who has been debarred by any Bank for violation of the Order shall not be eligible for preference under the Order for procurement by any other Bank for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities in the manner prescribed above.

i) The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:

- i) The fact and duration of debarment for violation of the Order by any Bank are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
- ii) on a periodical basis such cases are consolidated and a centralized list or decentralised list of such suppliers with the period of debarment is maintained and displayed on the website(s);
- iii) in respect of procuring entities other than the one that has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in such a manner that ongoing procurements are not disrupted.

3.2 Purchase Preference to MSE

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders, distributors, sole agents, and works Contracts are excluded from the policy's purview.

3.2.1 Registration of MSEs

1) MSEs interested in availing such benefits must enclose in Form 1.2 with their offer the Udhyam Registration Certificate with the Udhyam Registration Number as proof of their being MSE registered on the Udhyam Registration Portal. The certificate shall be of latest but before the deadline for the bid submission.

2) MSEs shall be treated as owned by SC/ ST or women entrepreneurs:

(a) The proprietor(s) shall be SC/ ST or women In proprietary MSEs

(b) At least 51% shares shall be held by the SC/ ST or women partners in a partnership MSEs.

(c) At least a 51% share shall be held by SC/ ST or women promoters in Private Limited Companies MSEs.

3.2.2 Support to MSEs

1) Tender sets shall be provided free of cost to MSEs.

2) MSEs shall be exempted from payment of Earnest Money. (as per ITB-clause 9.4 below, they shall be required only to submit Bid Security Declaration)

3.2.3 Purchase Preference to MSEs

The Bank reserves its option to give purchase preference to MSEs compared to the non-MSE enterprises as per policies of the Government from time to time. This preference shall only apply to products produced and services rendered by Micro and Small Enterprises. If an MSE bidder quotes a price within the band of the lowest (L-1) +15 percent in a situation where the L-1 price is quoted by someone other than an MSE, the MSE bidders are eligible for being awarded up to 25 percent of the total quantity being procured if they agree to match the L-1 price. In case of more than one such eligible MSE, this 25 percent quantity shall be distributed proportionately among these bidders.

3.3 Support to Start-up Enterprises

3.3.1 Definition of Start-up Enterprises

1) As defined by DPIIT, an entity shall be considered as a 'Start-up':

a) Upto a period of ten years from the date of incorporation/ registration, if it is incorporated as a private limited company (as defined in the Companies Act, 2013) or registered as a partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2008) in India, and

b) Turnover of the entity for any of the financial years since incorporation/ registration has not exceeded one hundred crore rupees, and

c) The entity works towards innovation, development or improvement of products or processes or services or a scalable business model with a high potential for employment generation or wealth creation.

2) Provided that an entity formed by splitting up or reconstructing an existing business shall not be considered a ‘Start-up’.

3) A Start-up so identified under the above definition shall be required to obtain and submit along with his bid a certificate of an eligible Start-up from the inter-Ministerial Board of Certification to obtain support.

3.3.2 Support to Start-ups

The Government of India has ordered the following support to Start-ups (as defined by the Department of Promotion of Industrial and Internal Trade - DPIIT).

Exemption from submission of Bid Security: Such Start-ups shall be exempted from payment of Earnest Money.

Relaxation in Prior Turnover and Experience: The Bank reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises recognized by the Department for Industry & Internal Trade (DPIIT), subject to meeting quality & technical specifications. Start-ups may be MSMEs or otherwise.

4. The Schedule of Requirements and Form of Contract

4.1 Eligible Goods/Services – Origin and Minimum Local Content

Unless otherwise stipulated in the Tender Document, all 'Goods and incidental 'Services and Works' to be delivered under the contract must conform to i) restrictions on certain countries with land-borders with India; ii) minimum local content (Make in India Policy). If Bidder avails benefits under any preferential policy as Class-I Local Supplier or as MSE or Start-up enterprise, the Goods/Services delivered must not circumvent the provisions relating to such benefits.

4.2 Quotation for All Schedules and all Goods/Services

Unless otherwise stipulated in the Tender Document, Bidder must quote for all the schedules (and all the Services in a Schedule) in the Schedule of Requirement; otherwise, his bid would be rejected as nonresponsive.

4.3 Facilities to be Provided by the Bank

Unless otherwise stipulated in the Tender Document, no Facilities (including Reference Documents, Medical facilities, Rooms, Furniture, Transport, Access to IT Services etc.) shall be provided by the Bank to Contractor at Site.

4.4 Duration of Contract

1. The agreement with a successful bidder shall start from the date of signing of the contract and shall be valid for period of One (01) year or till delivery of paper.
2. The rates in the contract shall be valid for a period of 12 months from the date of signing of the contract. Bank's at it's sole discretion, may extend the validity of the rates for a period of another 06 months at the same rates, terms and conditions subject to satisfactory performance of successful bidder.
3. In case the rate validity is extended beyond the initial period of 06 months, the contract shall also be extended accordingly.
4. Service Level Agreement' to be signed between Bank and the successful bidder following the completion of selection process and will continue until end of the contract period or terminated whichever is earlier.
5. Bank reserves right to terminate the contract at any time in case successful bidder fails to meet any of the requirements as mentioned in the RFP

5. Bid Prices, Taxes and Duties

5.1 Prices

5.1.1 Competitive and Independent Prices

The prices should be arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to: i) those prices; or
ii) the intention to submit an offer; or
iii) the methods or factors used to calculate the prices offered.
The prices should neither be nor shall be knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

5.1.2 Undue profiteering

1) **Controlled Price, if any:** The price quoted by Bidder shall not be higher than the controlled price fixed by law for the Goods/Services, if any, or where there is no controlled price, it shall not exceed the prices or contravene the norms for fixation of prices if any, laid down by Government or where the Government has fixed no such prices or norms, it shall not exceed the price appearing in any agreement, if any, relating to price regulation by any industry dealing with the same nature of work.

2) **Undue profiteering**: If the price quoted is higher than the controlled price in the sub-clause above, Bidder shall specifically mention this fact in his bid giving reasons for quoting a higher price(s). If he fails to do so or makes any misstatement, it shall be lawful for the Bank either to revise the price at any stage to bring it in conformity with the sub-clause (1) above or to terminate the contract for default as per the contract and avail all the remedies available therein in addition to other punitive actions for violation of Code of Integrity. During the contract period, the successful bidder shall pass on the benefit of discount / reduction in prices / Govt. duties prospectively, if any, to the Bank. In case of failure & deficiency in services during agreement period, Bank reserves the right to terminate the contract after giving due notice.

5.1.3 Price Components

Bidder shall indicate in the Price Schedule all the specified components of prices shown therein, including the unit prices and total bid prices.
All costs related to Personnel shall be based on the prevailing minimum wages and shall show applicable liabilities of EPF and ESI and other statutory allowances. Quotation of 'Nil" Service charge/ margin over such minimum wages cost of personnel shall be rejected as nonresponsive.

5.1.4 Price Schedule

Bidders are to upload only the Commercial Bids as per attached format provided in this tender document after entering the relevant fields without any alteration/ deletion/ modification of other portions of the form, unless specified otherwise in the bid document. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a Bidder, he should clarify the same.
Bidders shall fill in their rates other than zero value in the specified cells without keeping it blank.
The quoted price shall be considered to include all relevant financial implications, including inter-alia the scope of the Goods/Services to be delivered and the incidental goods/ works to be supplied, location of the bidder, site(s) of the delivery of Goods/Services, terms of delivery, extant rules and regulations relating to taxes, duties, customs, transportation, environment, labour, Private Security Agencies, Mining & Forest of the bidder's country and in India.

5.1.5 Provisions of GST

Break up of different price elements, i.e., as per GST Act, shall be indicated separately, along with its associated HSN code and GST rate. All the Bidders should ensure that they are GST compliant and their quoted tax structure/ rates as per GST Act/ Rules. Bidder should be registered under GST and furnish GSTIN number and GST Registration Certificate in their offer unless they are specifically exempted from registration under specific notification/ circular/ section/ rule issued by statutory authorities. If GST, other taxes, duties are not specified, or column is left blank in the price schedule, it shall be presumed that no such tax/ levy is applicable or payable by the Bank.

5.1.6 Tax deduction at Source

Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall be within its right to affect such deductions from the payment due to Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve Vendor from his responsibility to pay any tax that may be levied on income and profits made by Vendor in respect of this contract.

5.1.7 Currencies of Bid and Payment

Unless otherwise stipulated in the Tender Document, the currency of bid and payment shall be quoted by Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.

5.1.8 Non-compliance

The prices in any form or by any reasons should not be disclosed in the technical or other parts of the bid except in the commercial bid and/ or Financial Document/Excel Upload on

GeM. Tenders, where prices are quoted in any other way, shall be rejected as nonresponsive.

5.2 Firm/ Variable Price

5.2.1 Firm Price

Unless otherwise stipulated in the AITB, prices quoted by Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

5.3 Payments

5.3.1 General

Unless otherwise stipulated, the usual payment term is 100% on delivery and acceptance of Goods/Services at 'the Site' by the Bank and on production of all required documents. However, periodic "On Account" payments shall be made unless otherwise stipulated as per the procedure laid down in GCC.

5.3.2 No Advance Payments

Unless otherwise stipulated, no advance payment of any type (Mobilization, secured advances etc.), shall be made by the Bank. If so, provided the conditions for such advances shall be as per conditions stipulated therefore.

6. Downloading the Tender Document; Corrigenda and Clarifications

6.1 Downloading the Tender Document

The Tender Document shall be published and be available for download as mentioned in TIS. Bidders can obtain the Tender Document after the date and time of the start of availability till the deadline for availability. If the office happens to be closed on the deadline for the availability of the Tender Document, the deadline shall not be extended.

6.2 Corrigenda/ Addenda to Tender Document

Before the deadline for submitting bids, the Bank may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing corrigenda and addenda. The corrigenda and addenda shall be published in the same manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigenda/ addenda to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the website(s) for any corrigenda/ addenda. Any corrigendum or addendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum/ addendum into account in preparing their bids, the Bank may suitably extend the deadline for the bid submission, as necessary. After the Bank makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission as per terms and conditions of GeM.

6.3 Clarification on the Tender Document

A Bidder may seek clarification of the Tender Document through GeM, provided the clarifications are raised before the clarification end date as per GeM GTC/Guidelines. The Bank shall respond to such requests received on GeM latest by 03 days before the last date of bid submission. Any modification of the Tender Document that may become necessary due to the clarification shall be made by the Bank through an Addendum/ Corrigendum issue under the sub-clause above.

7. Preparation of Bids

7.1 The bid

7.1.1 Language of the Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Bank shall be written in English language

7.1.2 Local Conditions

The bidder shall acquaint himself with the local conditions and factors, which may have any effect on the performance of the contract and / or the cost.

7.1.3 Cost of Bidding

The Bidder shall bear all the costs associated with the preparation and submission of their bid and Punjab National Bank, hereinafter referred to as “Purchaser” or “Bank”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

7.1.4 Interpretation of Provisions of the Tender Document

The provisions in the Tender Document must be interpreted in the context in which these appear. Any interpretation of these provisions far removed from such context or other contrived or between-the-lines interpretation is unacceptable.

7.1.5 Terms and Conditions of the Bidding firms

The bidder shall accept all terms and conditions of the RFP and shall not add any of its own conditions upon the Bank. A bidder who does not accept any or all conditions of the RFP shall be disqualified from the selection process at any stage as deemed fit by the Bank. The Bank reserves its right to modify/add/delete any of the terms and condition of the RFP at any stage of the Bid. The bidder agrees to be bound by the further modification/deletion/addition of any terms and conditions.

7.1.6 Quote Quantities/ Prices in both Numerals and Words

Although the software on the Portal may convert quantities/ rates/ amounts in numerical digits in Bids to words, the bidders are advised to ensure that there is no ambiguity in this regard.

7.1.7 Alternate Bids not Allowed.

Unless otherwise stipulated in the TIS/ AITB, conditional offers, alternative offers, multiple bids by a bidder shall not be considered.

7.2 Documents comprising the bid

7.2.1 Bid Earnest Money/ Earnest Money Deposit (EMD)/Bid Security

Bidder shall submit the Bid Earnest Money/EMD of **Rs. 1,17,000/- (Rupees One Lakhs Seventeen Thousands only)** (EMD) which should be submitted in the form of Insurance Surety Bonds/ Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque or Bank Guarantee from any Scheduled Commercial Bank other than PNB/payment online in an acceptable form favouring PUNJAB NATIONAL BANK, CENTRALIZED PROCUREMENT AND PARTNERSHIP DIVISION New Delhi. For submission of the EMD in the form of Bank Guarantee, Bidder shall submit the same from any of the Scheduled Commercial Banks other than Punjab National Bank as per **Annexure-8A**. The BG should have a validity of **at least 6 months from the date of submission of the bid with claim period of another 3 months**. The EMD details of EMD should be submitted at the time of bid submission. If the EMD is submitted in the form of an Insurance Surety Bond, the same shall be as per Annexure 8B.

In case the EMD is in the form of Insurance Surety Bond/account payee demand draft/ fixed deposit receipt from a commercial Bank/ Bank guarantee from any of the Scheduled Commercial Banks except Punjab National Bank/ online payment in an acceptable form in Banks EMD account, safeguarding the Bank's interest in all respects. of Bid security shall be submitted in Original to the Bank within 5 working days of the bid submission date beyond which the bid shall be liable for rejection. The EMD proof should be mandatorily uploaded along with the bid documents failing which the bid shall be liable for rejection.

In case of unsuccessful bidder, EMD will be returned within 30 days of disqualification (Technically/Commercially) or within 30 days of completion of tender process, as the case will be and no interest will be payable on EMD amount in any form. The EMD will be returned to the successful bidder upon submission of Performance security, and no interest will be payable on EMD amount.

Following categories of Bidders shall be exempted from furnishing EMD/BID Earnest Money:

i. Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product or Service (Primary Product / Service - in case of bunch bid with total value wise evaluation) and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process and validated by the Buyer.
ii. Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Startup Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption and to be validated by the Buyer. Bidder to ensure that turnover for any of the financial years has not exceeded beyond limits prescribed in the certificate / Start Up scheme of DPIIT.
iii. KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.
iv. Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited and holding valid Vendor Assessment or Vendor Assessment Exemption Report / confirmation (Seller to upload VA report / VAE confirmation to be validated by the Buyer).
v. Sellers / Service Providers holding valid BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents to be validated by the buyer.
vi. Central / State PSUs.
vii. Seller / Service Provider registered with designated Agency / Authority as specified in the bid document by the Buyer – such bidder shall have to upload scanned copy of relevant valid registration document in place of Bid Security document while bidding.

Details for online payment:
Account Name: Punjab National Bank
IFSC: PUNB0001330
Account No.: 9762002200000460 (16 digits)
EMD account – HO CPPD Division
(Proof of the transaction to be submitted along with the bid documents).

7.2.2 Techno-commercial bid/ Cover

"Technical Bid" shall include inter-alia the original (wherever applicable) or scanned copies of duly signed or digitally signed copies of the following documents in pdf format. Pdf documents should not be password protected. If so stipulated in TIS/ AITB, specified originals or self-certified copies of originals shall also be required to be physically submitted as per instruction contained therein. No price details should be given or hinted at in the Technical bid.
Bidders shall be required to submit all such documents as mentioned in **Annexure-16 Checklist.**

7.2.3 Financial bid/ Cover

"Financial bid" shall comprise the Price Schedule considering all financially relevant details, including Taxes and Duties. No additional technical details, which have not been brought out in the Technical bid shall be brought out in the Financial bid.

7.3 Bid Validity

1) Unless specified to the contrary in the TIS/ AITB, Bids shall remain valid for a period not less than 90 days from the deadline for the bid submission stipulated in TIS. A bid valid for a shorter period shall be rejected as nonresponsive.
2) Before the expiry of the original time limit, Bank may request the bidders to extend the validity period for a specified additional period. The request and the bidders' responses shall be made electronically. A bidder may agree to or reject the request. A bidder who has agreed to Bank's request for extension of bid validity, in no case, shall be permitted to modify their bid.

7.4 Non-compliance with these provisions

Bids are liable to be rejected as nonresponsive if a Bidder:
1) fails to provide and/ or comply with the required information, instructions etc., incorporated in the Tender Document or gives evasive information/ reply against any such stipulations.
2) furnishes wrong and/ or misguiding data, statement(s) etc. In such a situation, besides rejection of the bid as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the Tender Document for violation of the Code of Integrity.

8. Signing and Uploading of Bids

8.1 Relationship between Bidder and eProcurement Portal

Bank is neither a party nor a principal in the relationship between Bidder and the organisation hosting the e-procurement portal i.e. GeM portal (hereinafter called the Portal). Bidders must acquaint and train themselves with the rules, regulations, procedures, and implied conditions/ agreements of the GeM Portal. Bidders intending to participate in the bid shall be required to register in the Portal. Bidders shall settle clarifications and disputes, if any, regarding the Portal directly with them. In case of conflict between provisions of the Portal with the Tender Document, provisions of the Portal shall prevail. Bidders may study the resources provided by the Portal for Bidders.

8.2 Signing of bid

The individual signing/ digitally signing the bid or any other connected documents shall submit an authenticated copy of the document(s), which authorizes the signatory to commit and submit bids on behalf of the bidder as mentioned in the tender document/RFP.

8.3 Submission/ uploading of Bids

8.3.1 Submission/ Uploading to the Portal

1) No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause 5 below). In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling the required information– otherwise, the bid shall be rejected as nonresponsive.
2) Bids shall be received only Online on or before the deadline for the bid submission as notified on GeM.
3) Only one copy of the bid can be uploaded, and Bidder shall sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the provisions of the IT Act 2000 as amended from time to time.
4) It is assumed that Bidder commits itself to comply with all the Sections and documents uploaded by the Tender Inviting Officer.
5) Bidder must upload scanned copies of originals (or self-attested copies of originals – as specified). Uploaded Pdf documents should not be password protected. Bidder should ensure the clarity/ legibility of the scanned documents uploaded by him.
6) If stipulated in the TIS, copies/ originals of such specified uploaded scanned documents must also be physically submitted. Failure to do so is likely to result in the bid being rejected as nonresponsive. If the office is closed on the deadline for physical submission of originals, it shall stand extended to the next working day at the same time and venue. The Bank reserves its right to call for verification originals of all such self-certified documents from the Bidders at any stage of evaluation, especially from the successful Bidder(s) before the issue of Letter of Award (LoA).
7) Bidder shall type rates in the figure only in the rate column of respective service(s) without any blank cell or Zero values in the rate column, without any alteration/ deletion/ modification of other portions of the price bid.
8) The date and time of the deadline for the bid submission shall remain unaltered even if the specified date is declared a holiday for the Bank.
9) The date and time of the GeM server clock shall be taken as the reference time for deciding the closing time of bid submission. Bidders are advised to ensure they submit their bid within the deadline and time of bid submission, taking the server clock as a reference, failing which the portal shall not accept the Bids. No request on the account that the server clock was not showing the correct time and that a particular bidder could not submit their bid because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. The Bank

shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Tender Process.

10) The bidder should ensure the correctness of the bid before uploading and may take a printout of the system generated submission summary to confirm successful bid upload.

11) The Bank may extend the deadline for the bid submission by issuing an extension, in which case all rights and obligations of the Bank and the bidders previously subject to the original deadline shall then be subject to the new deadline for the bid submission.

12) Bid submitted through modalities other than those stipulated in TIS shall be liable to be rejected as nonresponsive.

8.3.2 Implied acceptance of procedures by Bidders

Submission of bid in response to the Tender Document is deemed to be acceptance of the e-Procurement and tender procedures and conditions of the Tender Document.

8.3.3 Late Bids

The bidder shall not be able to submit his bid after the expiry of the deadline for the bid submission (as per GeM server time). Therefore, in eProcurement, a situation of Late Tender does not arise.

8.4 Modification, Resubmission and Withdrawal of Bids

1. Modification/resubmission/withdrawal of the bid by the bidders shall be as per GeM terms and conditions.
2. The bidder may withdraw his bid without forfeiture of Bid Security/ EMD before the bid submission deadline.
3. No bid should be withdrawn after the deadline for the bid submission and before the expiry of the bid validity period. If a Bidder withdraws the bid during this period, the Bank shall be within its right to forfeit the Bid Security, in addition to other punitive actions provided in the Tender Document for such misdemeanour.

8.5 Bid Opening

The date & time of the opening bid is as stipulated on GeM. Bids cannot be opened before the specified date & time, even by the Tender Inviting Officer, the Procurement Officer, or the Publisher. If the specified date of tender opening falls on is subsequently declared a holiday or closed day for the Bank, the Bids shall be opened at the appointed time on the next working day.

8.6 Splitting:

In the second phase of evaluation, the Commercial Bids of those bidders, whose technical bids have been short-listed and who have qualified in technical evaluation as explained above after scoring of Technical Evaluation, will be opened. Invitations by the Bank shall be sent to the technically qualified bidders for commercial bid opening.

After opening of Commercial Bids, commercial evaluation & verification of the commercial bids will be done by the Evaluation Committee of the Bank. The bidders shall be ranked basis their quoted in commercial bid on GeM portal, where the bidder with least commercials (TCO) shall be marked as L1, and bidders with second & third highest final scores will be ranked as "L2" and "L3 " and so on and so forth.

Since the Bank intends to select two vendors, Bank will first extend option to L2 bidder to match the TCO prices quoted by the L1 bidder i.e. L1 price, within **2 working days** of receipt of offer being extended by the Bank. The bidder must provide their acceptance within 2 working days from the receipt of such communication from the Bank. In case, L2 bidder matches the L1 prices, both the vendors will be selected. In case the L2 bidder refuses to match the L1 price or do not respond within 2 working days, offer will be extended to the subsequent bidder (L3, L4 and so on) in the order of their ranking in the Commercial, to match the L1 prices.

Split :

a. Besides L-1 bidder, opportunity will be given to next lower bidders for this purpose to match the lowest cost offered by the bank, till required numbers of suppliers are empanelled (two suppliers). The total quantity shall be divided among the L1 and L2 bidders in 70:30 ratio respectively. The decision of the bank in this regard shall be final and binding.

b. In case only one bidder is qualified or None of the bidders are ready to match the price offered by the L-1 bidder bank may scrap / award 70% or 100% of order value to single bidder (L1) as per Banks discretion.

8.7 Evaluation of Bids and Award of Contract

8.7.1 General norms

8.7.1.1 Evaluation based only on declared criteria

The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by Bidder in its/ his bid and other allied information deemed appropriate by the Bank. Evaluation of bids shall be based only on the criteria/ conditions included in the Tender Document.

8.7.1.2 Infirmity/ Irregularity/ Non-Conformity/ Deviations - Substantive or Minor

During the preliminary examination, some minor infirmity and/or irregularity and/or nonconformity may also be found in some tenders. Such minor issues could be a missing pages/ attachment or illegibility in a submitted document; non-submission of requisite number of copies of a document; discrepancy in Integrity Pact submitted by the bidder. There have been also cases where the bidder submitted the amendment Bank Guarantee but omitted to submit the main portion of Bid Document. Wherever necessary, observations on such 'minor' issues (as mentioned above) may be conveyed to the bidder by email / GeM Portal, and so on, asking him to respond by a specified date also mentioning therein that, if the bidder does not conform Bank's view or respond by that specified date, his bid will be liable to be rejected. Depending on the outcome, such bidders are to be ignored and not to be considered further.

During the process of evaluation and in case any shortcoming in the technical bid documents found, the Bank may seek and receive supporting / gap documents / Clarifications. The decision of the Bank shall be final in this regard. Bids with substantive deviations shall be rejected as nonresponsive

Variations and deviations and other offered benefits (Techno-commercial or Financial) above the scope/ quantum of Services stipulated in the Tender Document shall not influence evaluation Bids. If the bid is otherwise successful, such benefits shall be availed by the Bank, and these would become part of the contract.

The Bank reserves the right to accept or reject bids with any minor deviations. Wherever necessary; the Bank shall convey its observation as per sub-clause below, on such 'minor' issues to Bidder by registered/ speed post/ electronically etc. asking Bidder to respond by a specified date. If Bidder does not reply by the specified date or gives an evasive reply without clarifying the point at issue in clear terms, that bid shall be liable to be rejected as nonresponsive.

8.7.1.3 Clarification of Bids and shortfall documents

1) During the evaluation of Techno commercial or Financial Bids, the Bank may, at its sole discretion, but without any obligation to do so, ask Bidder to clarify its bid by a specified date. Bidder should answer the clarification within that specified date. The request for clarification shall be submitted through GeM, and no change in prices or substance of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder.

2) If discrepancies exist between the uploaded scanned copies and the Originals submitted by the bidder, the original copy's text, etc., shall prevail. Any substantive discrepancy shall be construed as a violation of the Code of Integrity, and the bid shall be liable to be rejected as nonresponsive in addition to other punitive actions under the Tender Document for violation of the Code of Conduct.

3) The Bank reserves its right to, but without any obligation to do so, to seek any shortfall information/ documents. There is a provision on GeM for requesting Short-fall documents from the bidders.

8.7.1.4 Contacting the Bank or Putting Outside Influence

Bidders/Service Providers are forbidden to contact the Bank or its Consultants on any matter relating to this bid from the time of submission of commercial bid to the time the contract is awarded. Any effort by a Bidder to influence the Bank during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document. If a Bidder needs to contact the Bank for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically.

8.7.2 Evaluation of Bids

8.7.2.1 Preliminary Examination of Bids - Determining Responsiveness

Tenders that do not meet the basic & undernoted requirements specified in the bid documents are to be disqualified. Some important points on the basis of which a tender may be declared as unresponsive and be ignored during the initial scrutiny are:

a) The tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document;
b) The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption. However, in case the scanned copy of the EMD has been provided as against the original copy, then the bid may be accepted only if the scanned copy of the EMD is otherwise as per the bid requirements. However, the original copy should be submitted to the bank within 5 working days of the bid submission date.
c) The bidder has not submitted Proof of RFP cost, if stipulated in RFP.
d) The bidder has not submitted Integrity Pact.
e) If the bidder's turnover is not equal or above the minimum turnover specified in the eligibility criteria.

8.7.2.2 The evaluation process in Single/ multiple Cover(s) and PQB Tenders

Unless otherwise stated, this Tender Process is for multiple (two or more) covers Bids. Initially, only the techno-commercial bids shall be opened on the stipulated date of opening of bids. After that, the techno-commercial evaluation shall be done whether these bids meet the eligibility & qualification criteria and techno-commercial aspects. Subsequent opening of financial bids and financial evaluation shall be done only of bids declared successful in techno-commercial evaluation.

If it is stipulated that this is the second stage of the two-stage tender Process or pre-qualified bidding (PQB) after shortlisting qualified bidders in the EoI/ PQB stage, evaluation of responses from the shortlisted qualified bidders shall follow the same procedure as described above for multiple covers Tender Process.

If the TIS/ AITB stipulate this to be a single cover Tender process, the single cover bids shall be opened on the stipulated date of opening of bids. After that, evaluation of eligibility/ qualification of bidders, the techno-commercial, and the financial aspects shall be done simultaneously. There shall be no interim/ separate declaration of results of the techno-commercial evaluation.

8.7.3 Techno-commercial Evaluation

Only substantively responsive bids shall be evaluated for techno-commercial evaluation. In evaluating the techno-commercial bid, conformity to the eligibility/ qualification criteria, technical specifications, and other; and commercial conditions of the offered Services to those in the Tender Document is ascertained. Additional factors incorporated in the Tender Document shall also be considered in the manner indicated therein. Bids with substantive techno-commercial deviations shall be rejected as nonresponsive. Bank reserves its right to consider and allow minor deviations in technical Conditions.

8.7.3.1 Evaluation of Eligibility Criteria and other terms and conditions of the RFP

Bank shall determine, to its satisfaction, whether the Bidders are qualified as per the eligibility criteria and other terms and conditions of the RFP. Bidder must comply with all the Commercial and other clauses of the Tender Document. The technical specifications shall be evaluated solely based on the self-declared compliance submitted by the Bidder or the OEM. However, if at a later stage, it is found that the Bidder/Vendor/OEM has stated the compliance incorrectly, it shall be deemed as a breach of the Code of Integrity and Bank may forfeit the Bid Security/Performance Security and take other punitive actions including but not limited to blacklisting of the Bidder/Vendor/OEM."

8.7.3.2 Declaration of Techno-commercially Suitable Bidders and Opening of Financial Bids

Bids that succeed in the above techno-commercial evaluation shall be considered techno-commercially suitable, and financial opening and evaluation shall be done only of such Bids. The result of such techno-commercially suitable bidders shall be declared on GeM and financial bids shall be opened on GeM.

8.7.4 Evaluation of Financial Bids and Ranking of Bids

8.7.4.1 Ranking of Financial Bids

1) Unless otherwise stipulated, evaluation of the financial bids shall be on the price criteria only. Financial Bids of all Techno-commercially suitable bids are evaluated and ranked to determine the lowest priced bidder.
2) Unless otherwise stipulated, the comparison of the responsive Bids shall be on total outgo from the Bank's pocket, to be paid to the contractor or any third party, including all elements of costs as per the terms of the proposed contract, duly

delivered, commissioned, etc. as the case may be, including any taxes, duties, levies etc.

3) Unless otherwise stipulated, if the Schedule of Requirements contains more than one schedule, the financial ranking of bids shall be done based on all schedules put together. The bid for a schedule shall not be considered if the complete requirements prescribed in that schedule are not included in the bid;

4) If any bidder offers conditional discounts/ rebates in his bid or suo-motu discounts and rebates after the tender opening (techno-commercial or financial), such rebates/ discounts shall not be considered for ranking the offer. But if such a bidder does become L-1 without discounts/ rebates, such discounts/ rebates shall be availed and incorporated in the contracts;

5) As per policies of the Government, from time to time, the Bank reserves its option to give purchase preferences to eligible categories of Bidders as indicated in the Tender Document.

6) Evaluation of Bids shall include and consider the following taxes/ duties:

  a) In the case of Services performed in India or incidental goods of foreign origin already located in India, GST & other similar duties, which shall be contractually payable, on the Services and incidental Goods, if a contract is awarded on the bidder;

  b) The offers shall be evaluated based on the GST rate quoted by each bidder, and the same shall be used for determining the inter-se ranking. The Bank shall not be responsible for any misclassification of HSN Number or incorrect GST rate if quoted by the bidder. Any increase in GST rate due to misclassification of HSN number shall have to be absorbed by the supplier; and

  c) If GST is quoted extra, but with the provision that it shall be charged as applicable at the time of delivery, the offer shall be evaluated for comparison purposes by loading the maximum existing rate of GST for the product/ HSN code.

7) **Price Variation:** If the tenders have been invited on a variable price basis, the tenders shall be evaluated, compared, and ranked based on the position as prevailing on the last deadline for techno-commercial bid submission and not on any future date.

8.7.4.2 Evaluation Process in Tender cum e-Reverse Auction

If it is specified in TIS/ AITB that this is a Tender cum e-Reverse Auction Tender Process then, the e-Reverse Auction process shall be mandatorily conducted on the same portal after the financial bid opening (declaration of L-1 landed price/ s), provided the number of valid bidders is not less than the stipulated number as per GeM. Unless otherwise stipulated following procedure shall be followed:

1. **Shortlisting of bidders eligible to participate in e-Reverse Auction:**

Unless specified otherwise, the bids disallowed from participating in the Reverse Auction(e-RA) shall be the highest bidder(s) in the tabulation of prices in the financial bid as per terms and conditions of GeM.

2. Reverse Auction Process (RAP)
Reverse Auction is not opted for this RFP.

8.7.4.3 Reasonableness of Rates Received

Bank shall evaluate whether the rates received in the Bids in the zone of consideration are reasonable. If the rates received are considered abnormally low or unreasonably high, it reserves its right to take action as per the terms stipulated in this RFP, reject any or all Bids; abandon/ cancel the Tender process and issue another tender for identical or similar Services.

8.7.4.4 Consideration of Abnormally Low Bids

An Abnormally Low bid is one in which the bid price, in combination with other elements of the bid, appears so low that it raises substantive concerns as to the Bidder's capability to perform the contract at the offered price. Bank shall in such cases seek written clarifications from the Bidder, including detailed price analyses of its bid price concerning scope, schedule, allocation of risks and responsibilities, and any other requirements of the Tender Document. If, after evaluating the price analyses, Bank determines that Bidder has substantively failed to demonstrate its capability to deliver the contract at the offered price, the Bank shall reject the bid/ proposal, and evaluation shall proceed with the next ranked bidder.

8.7.4.5 Price Negotiation

Usually, there shall be no price negotiations. However, the Bank reserves its right to negotiate with the lowest acceptable bidder (L-1), who is techno-commercially suitable for delivery of Goods/Services and on whom the contract would have been placed but for the decision to negotiate. This right shall also apply to post e-Reverse Auction process.

8.8 Award of Contract

8.8.1 The Bank's Rights

8.8.1.1 Right to Vary Quantities at the Time of Award

At the time of awarding the contract, the quantity to be procured must be re-judged based on the current data, since the ground situation may have very well changed. The tendered quantity can be increased or decreased by 25 (twenty-five) per cent for ordering, if so warranted.

8.8.1.2 Right to Vary Quantities during the contract period

During the tenure of the contract, Bank reserves the right to increase or decrease the tendered quantity by up to 25% (twenty-five) per cent for ordering, if so warranted.

8.8.2 Letter of Award (Acceptance - LoA)/Purchase Order/ Letter of Intent (Intent - LoI) and Signing of Contract

8.8.2.1 Selection of Successful Bidder(s)

The Bank shall award the contract to the Bidder(s) whose bid(s) is Techno-commercially suitable and bid price(s) is lowest and reasonable, as per evaluation criteria detailed in the Tender Document.

8.8.2.2 Verification of Original Documents

Before issuing a Letter of Award (Acceptance - LoA)/Purchase Order/ Letter of Intent (Intent - LoI) to the successful Bidder(s), the Bank may, at its sole discretion, ask the Bidder to submit for verification the originals of all such documents whose scanned copies were submitted online along with the Technical bid. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records as part of the contract agreement. If the Bidder fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such bid shall be liable to be rejected as nonresponsive in addition to other punitive actions provided in the Tender Document.

8.8.2.3 Letter of Award (Acceptance - LoA)/Purchase Order/ Letter of Intent (Intent - LoI)

1) The Bidder, whose bid has been accepted and documents verified (at the discretion of the Bank), shall be notified of the award by the Bank before the expiration of the bid validity period by written or electronic means or through GeM. This notification (hereinafter and in the Conditions of Contract called the Letter of Award (Acceptance - LoA)/Purchase Order/ Letter of Intent (Intent - LoI) shall state the sum (hereinafter and in the contract called the "Contract Price") that the Bank shall pay the contractor in consideration of delivery of Goods/Services. After the successful bidder is notified that his bid has been accepted through Letter of Award (Acceptance - LoA)/Purchase Order/ Letter of Intent (Intent - LoI), the successful

bidder should acknowledge and provide their unconditional acceptance within **07 days** from the Date of issue of letter of award/letter of intent/Purchase Order.

8.8.2.4 Performance Security

The service provider receiving the LoA is required to furnish the required performance security of **05%** of the total project cost (awarded to the service provider/Vendor(s)), in the prescribed form within 28 (twenty-eight) days from the date of notification of award).
In case the agreement/performance security is not submitted within the stipulated time, Bank may pursue the contractor up to a reasonable grace period further for submission. In case the firm fails to submit the requisite Performance Security even thereafter or fails to sign the contract, such non-compliance may constitute sufficient ground for forfeiture of its EMD and processing the case for further action against bidder which may include cancellation of order and debarment as per guidelines.

The successful bidder shall submit a performance security of **05%** of the total project cost (awarded to the service provider/Vendor(s)), within one month of acceptance of purchase order. The Performance security should have validity of at least Sixty (60) months with a claim period of additional 6 months. In case due to any reason, the validity of the Performance security expires before the completion of the contract period, the same shall have to be extended by the Bidder with the same terms and conditions. In case Bank extends the contract, the Performance security shall have to be extended till the period of extension with same terms and conditions.
The successful bidder has to submit the Performance security detailed as under:

1. The Performance security will be furnished for due performance of the complete Solution/services.
2. The performance security can in be in the form of Insurance Surety Bond/ account payee demand draft/ fixed deposit receipt from a commercial Bank/ Bank guarantee issued or confirmed from any of the commercial Bank in India other than Punjab National Bank/ online payment in an acceptable form, safeguarding the Bank's interest in all respects.
3. The Performance security shall act as a security deposit and either in case the Successful bidder is unable to start the project within the stipulated time or the start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.
4. Further, the Bank reserves the right to invoke the Performance security in case the Successful bidder is not able fulfil any or all material conditions specified in the Agreement or is unable to complete the project within the stipulated time.
5. In case successful bidder submits any false information or declaration letter during the tender process or period of contract, Bank shall invoke the EMD/ AND/OR Performance security submitted by the bidder to recover penalty/damages. In case successful bidder fails to perform the contract / to comply with the terms and condition of RFP, Bank shall invoke the Performance security to recover penalty/damages.

6. In case the contract is getting extended, the Vendor shall submit the Performance security of the project cost (service provider awarded to the Vendor(s)) with duration of the Performance security as the period of extension of the contract and claim validity of 6 months beyond the PBG expiry date. The Successful bidder shall be responsible for extending the validity date and claim period of Performance security as and when it is due on the account of non-completion of the project.
7. The performance security will be forfeited and credited to the Bank's account in the event of a breach of contract by the contractor.
8. No interest on Performance security will be paid by Bank.

8.8.2.5 Signing of Contract

1. After the successful bidder is notified that his bid has been accepted through letter of award/intent, the successful bidder shall acknowledge and provide their unconditional acceptance within **7 days** from the date of issue of LoA/PO/LoI. Thereafter, he will be sent an agreement for signature and return, incorporating all terms and conditions of the RFP and it's subsequent Corrigenda, if any. The successful/selected bidder shall mandatorily acknowledge and unconditionally accept, sign, date and return the agreement/SLA within **14 (fourteen) days** from the date of issue of the contract in case of open tender.
2. The successful Bidder receiving the LoA/PO/LoI is required to furnish the required performance security and other documents such as Make in India Content from appropriate authority, NDA, etc. as detailed in this tender document, in the prescribed form within days **14 (fourteen) days** from the date of notification of award).
3. In case the agreement/performance security/required documents are not submitted within the stipulated time, Bank may pursue the contractor up to a reasonable grace period further for submission. In case the firm fails to submit the requisite Performance Security within the stated period of 14 days or till such period as extended by the bank or fails to sign the contract, such non-compliance may constitute sufficient ground for forfeiture of its EMD and processing the case for further action against bidder which may include cancellation of order and debarment as per guidelines.
4. The bidder shall accept all terms and conditions of the RFP/ Bank and shall not add any of its own conditions upon the Bank. A bidder who does not accept any or all conditions of the RFP shall be disqualified from the selection process at any stage as deemed fit by the Bank.
5. All expenses, stamp duty and other charges / expenses in connection with the execution of the Agreement as a result of this RFP shall be borne by successful bidder. The Agreement / Contract would be stamped as per State(s) Stamp Act and any amendment thereto where the agreement shall be executed.
6. 'Service Level Agreement' will continue until end of the contract period or terminated whichever is earlier.

Note: All references to **working days** in this RFP refers to **Bank's working days**.

8.8.2.6 Expiry of bid Declaring Declarations

Upon the furnishing of the Performance Security by the successful Bidder, the Bank shall promptly notify the other Bidders that their Bids have been unsuccessful. The Bid Securing Declarations of unsuccessful bidders shall expire on receipt of this notification by them. The bid-Securing Declaration of the successful bidder shall expire when Bidder has furnished the required Performance Security and signed the Agreement.

8.8.2.7 Publication of Tender Result

The name and address of the successful Bidder(s) receiving the contract(s) shall be published on GeM and website of the Bank.

8.9 Grievance Redressal/ Complaint Procedure

Bidder has the right to submit a complaint or seek de-briefing regarding the rejection of his bid, in writing or electronically, within 02 days of declaration of techno-commercial or financial evaluation results (in case of GeM) and 02 working days in case of Bank's e-tender portal. The complaint shall be addressed to the Head of Procurement.

The complaint shall be acknowledged, and the response shall be sent through GeM in due course after a detailed examination.

8.10 Code of Integrity in Public Procurement, Misdemeanours and Penalties:

Procuring authorities, bidders, suppliers, contractors, and consultants should observe the highest standard of integrity and not indulge in prohibited practices or other misdemeanours, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts.

3. Section III: Appendix to Instructions to Bidders (AITB)

Note for Bidders: Following clauses (in column 1), wherever these appear in ITB shall be taken to be negated or additional provision be added to, or existing provisions be altered as per column 2. Whenever there is any conflict between the provision in the ITB and that in the AITB, the provision contained in the AITB shall prevail.

ITB Clauses	To be read as
3.1 Preference in Procurement through Local Suppliers (Make in India)	Minimum Local content for the overall procurement is 75%. Calculation of local content shall be as per Gazette Notification: P-45021/2/2017-PP (BE-II)-Part(4) Vol II dated 19.07.2024 issued by Ministry of Commerce and Industry Department for Promotion of Industry and internal Trade (Public Procurement Section) and applicable Make in India policies and amendments thereto, if any.
8.7.2 Letter of Award (Acceptance - LoA)/Purchase Order/ Letter of Intent (Intent - LoI) and Signing of Contract	Provisions of GeM for initial order acceptance on GeM portal shall be applicable. Subsequent order, if any, maybe released on GeM, if the facility is available, else the orders shall be places through issuance of separate purchase order by the Bank.

4. Section IV: General Conditions of Contract (GCC)

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

1. General

1.1 Tenets of Interpretation

Unless where the context requires otherwise, throughout the contract:

1. The heading of these conditions shall not affect the interpretation or construction thereof.
2. Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.
3. Words in the singular include the plural and vice-versa.
4. Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
5. Terms and expression not herein defined shall have the meanings assigned to them in the contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.
6. Any reference to 'Goods' shall be deemed to include the incidental Works/ Services also.
7. Any generic reference to GCC shall also imply a reference to SCC as well.
8. In case of conflict, provisions of SCC shall prevail over those in GCC.
9. Any reference to 'Contract' shall be deemed to include all other documents (inter-alia GCC, SCC).
10. Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, till date.

1.2 Definitions

In the contract, unless the context otherwise requires:

1. "Agent" is a person employed to do any act for another or represent another in dealings with a third person. In the context of public procurement, an Agent is a representative participating in the Tender Process or Execution of a Contract for and on behalf of its principals.
2. "bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in specific contexts) means an offer to supply goods, services or execution of works made as per the terms and conditions set out in a document inviting such offers.
3. "Bidder" (including the term 'Bidder', 'consultant' or 'service provider' in specific contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a Tender Process.
4. "Bill of Quantities" (including the term Price Schedule or BOQ) means the priced and completed Bill of Quantities forming part of the bid.

5. "Commercial Bank" means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934.
6. "Consignee" means the person to whom the goods are required to be delivered as stipulated in the contract. A contract may provide the goods to be delivered to an interim consignee for further despatch to the ultimate consignee.
7. "Contract" (including the terms 'Purchase Order' or 'Supply Order' or 'Withdrawal Order' or 'Work Order' or 'Consultancy Contract' or 'Contract for Services', 'rate contract' or 'framework contract' or 'Letter of Award – LoA' (letter or memorandum communicating to the contractor the acceptance of his bid) or 'Agreement' or a 'repeat order' accepted/ acted upon by the contractor or a 'formal agreement', under specific contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the Bank and the contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country;
8. "Contractor" (including the terms 'Supplier' or 'Service Provider' or 'Consultant' or 'Firm' or 'Vendor' or 'Manufacturer' or 'Successful Bidder' under specific contexts) means the person, firm, company, or a Joint Venture with whom the contract is entered into and shall be deemed to include the contractor's successors (approved by the Bank), agents, subcontractor, representatives, heirs, executors, and administrators as the case may be unless excluded by the terms of the contract.;
9. "Day", "Month", "Year" shall mean calendar day/ month or year (unless reference to financial year is clear from the context).
10. "Drawing" means the drawing or drawings stipulated in or annexed to the Specifications or the Tender Document/ Contract;
11. "General Conditions" means the General Conditions of Contract, also referred to as GCC.
12. "Goods" (including the terms 'Stores', 'Material(s)' in specific contexts) includes all articles, material, commodity, livestock, medicines, furniture, fixtures, raw material, consumables, spare parts, instruments, machinery, equipment, industrial plant, vehicles, aircrafts, ships, railway rolling stock assemblies, sub-assemblies, accessories, a group of machines comprising an integrated production process or such other categories of goods or intangible, products like technology transfer, licenses, patents or other intellectual properties (but excludes books, publications, periodicals, etc., for a library) under specific context), procured or otherwise acquired by a Bank. Any reference to Goods shall be deemed to include specific small work or some services that are incidental or consequential to the supply of such goods;
13. "Government" means the Central Government or a State Government as the case may be and includes agencies and Public Sector Enterprises under it, in specific contexts;
14. "Inspection" means activities such as measuring, examining, testing, analysing, gauging one or more characteristics of the goods or services or works, and comparing the same with the specified requirement to determine conformity.
15. "Inspecting Officer" means the person or organisation stipulated in the contract for inspection under the contract and includes his/ their authorised representative;
16. "Intellectual Property Rights" (IPR) means the rights of the intellectual property owner concerning a tangible or intangible possession/ exploitation of such property by others. It includes rights to Patents, Copyrights, Trademarks, Industrial Designs, Geographical indications (GI).
17. "Parties": The parties to the contract are the "Contractor" and the Bank, as defined in this clause;
18. "Performance Security" (includes the terms 'Security Deposit' or 'Performance Bond' or 'Performance Bank Guarantee' or other specified financial instruments in specific contexts)

means a monetary guarantee to be furnished by the successful Bidder or Contractor in the form prescribed for the due performance of the contract;

19. "Place of Delivery" the delivery of the Goods shall be deemed to take place on delivery of the Goods, after approval by the Inspecting Officer (If provided in the contract) at following places as per the terms and conditions of the contract –
    a. The consignee at his premises; or
    b. Where so provided, the interim consignee at his premises; or
    c. A carrier or other person named in the contract for transmission to the consignee: or
    d. The consignee at the destination station in case of a contract stipulating for delivery of Goods at the destination station.
20. "Procurement" or "public procurement" (or 'Purchase', or 'Government Procurement/ Purchase' including an award of Public-Private Partnership projects, in specific contexts) means the acquisition of Goods/ Services/ works by way of purchase, lease, license or otherwise, either using public funds or any other source of funds (e.g. grant, loans, gifts, private investment etc.) of goods, works or services or any combination thereof, by a Bank, whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration. The term "procure"/ "procured" or "purchase"/ "purchased" shall be construed accordingly;
21. "The Bank" means the entity in The Procuring Organization procuring Goods or Works or Services;
22. "Procurement Officer" means the officer signing the Letter of Award (LoA) and/or the contract on behalf of the Bank;
23. "Service(s)" (including the term 'Non-consultancy services' or 'Outsourcing of Services' in specific contexts) are defined by exclusion as services that cannot be classified as Consultancy Services. Services (Non-consultancy) involve routine, repetitive physical, procedural, and non-intellectual outcomes for which quantum and performance standards can be tangibly identified and consistently applied and are bid and contracted on such basis but does not include the appointment of an individual made under any law, rules, regulations, or order issued in this behalf. Any reference to Services shall be deemed to include the supply of goods or performance of consultancy service or small works, which are incidental or consequential to such services;
24. Special Conditions" means Special Conditions of Contract, which override the General Conditions, also referred to as SCC.
25. "Specification" or "Technical Specification" means the drawing/ document/ standard or any other details governing the construction, manufacture or supply of goods or performance of services that prescribes the requirement to which goods or services have to conform as per the contract.
26. "Signed" means ink signed or digitally signed with a valid Digital Signature as per IT Act 2000 (as amended from time to time). It also includes stamped, except in the case of Letter of Award or amendment thereof.;
27. "Tender"; "Tender Document"; "Tender Enquiry" or "Tender Process": 'Tender Process' is the whole process from the publishing of the Tender Document till the resultant award of the contract. 'Tender Document' means the document (including all its sections, appendices, forms, formats, etc.) published by the Bank to invite bids in a Tender Process. The Tender Document and Tender Process may be generically referred to as "Tender" or "Tender Enquiry", which would be clear from context without ambiguity.
28. "Test" means such test as is prescribed by the particulars governing the construction, manufacture or supply of Goods as may be prescribed by the contract or considered

necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer;

29. “Works” refer to any activity involving construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, excavation, dredging, and so on, which make use of a combination of one or more of engineering design, architectural design, material and technology, labour, machinery, and equipment.

2. The Contract

2.1 Language of the Contract/Bid

The Bid/Contract prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Bank shall be written in English language.

2.2 Entire Agreement

This Contract and its documents constitutes the entire agreement between the Bank and the contractor and supersedes all other communications, negotiations, and agreements (whether written or oral) of the Parties made before the date of this Contract. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not outlined in this Contract.

2.3 Severability

The clauses of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision (or part thereof) of this Agreement shall in no way affect the validity or enforceability of any other provision (or remaining part thereof).

2.4 Parties

The parties to the contract are the contractor and the Bank and nominated in the contract.

2.5 Contract Documents and their Precedence

The following conditions and documents in indicated order of precedence (higher to lower) shall be considered an integral part of the contract, irrespective of whether these are not appended/ referred to in it. Any generic reference to ‘Contract’ shall imply reference to all these documents as well:

a. Valid and authorized Amendments issued to the contract.
b. the Agreement consisting of the initial paragraphs, recitals and other clauses set forth immediately before the GCC and including the formats annexed to it and signatures of Bank;
c. the Letter of Award (LoA)

d. Final written submissions made by the contractor during negotiations, if any;
e. the SCC
f. the GCC
g. the contractor's bid;
h. any other document listed in the SCC as forming part of this Contract.
i. Integrity Pact if any

2.6 Modifications/ Amendments, Waivers and Forbearances

2.6.1 Modifications/ Amendments of Contract

This Service Level Agreement (SLA) shall not be altered or modified except by a written Agreement or addendum signed by duly authorized representatives of the Parties.

2.6.2 Waiver

Any failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this Agreement or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this Agreement, all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

3. Governing Laws and Jurisdiction

3.1 Arbitration & Governing Law

The Bidder/Vendor shall adhere to laws of the land and rules, regulations and guidelines issued by the various regulatory, statutory and Government authorities as required from time to time during the course of the contract.

All disputes or differences whatsoever arising between the Parties out of or in relation to the construction, meaning and operation or effect of the RFP Documents/PO/SLA or breach thereof shall be settled amicably. If, however, the Parties are not able to solve them amicably, the same shall be settled to a Sole Arbitrator to be appointed mutually by the parties and the award made in pursuance thereof shall be binding on the Parties. If the Bank and vendor fail to appoint sole arbitrator mutually, then the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act,1996. Any matter relating to or incidental to arbitration will be subject to the exclusive jurisdiction of courts at Delhi only.

The person appointed as arbitrator shall, prior to the conduct of arbitration, disclose in writing to the parties regarding any circumstance or potential circumstance, personal, professional, financial, or otherwise, that may constitute any conflict of interest or that is likely to give rise to justifiable doubts as to his independence or impartiality as an arbitrator.

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

The venue of the arbitration shall be Delhi only, and the language of the arbitration will be English.

The provisions of this Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts in Delhi. Each party to bear their own costs unless directed otherwise.

3.2 Changes in Laws and Regulations

Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

4. Communications

4.1 Communications

All communications under the contract shall be served by the parties on each other in writing, in the contract's language, and served in a manner customary and acceptable in business and commercial transactions.
The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later.
No communication shall amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of the contract, so designated.
Such communications would be an instruction or a notification or an acceptance or a certificate from the Bank, or it would be a submission or a notification from the contractor. A notification or certificate which the contract requires must be communicated separately from other communications.

4.2 The person signing the Communications

For all purposes of the contract, including arbitration, thereunder all communications to the other party shall be signed by:
The person who has signed the contract on behalf of the contractor shall sign all correspondences. A person signing communication in respect of the contract or purported to be on behalf of the contractor, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the contractor. If it is discovered at any time that the person, so signing has no authority to do so, the Bank reserves its right to, without prejudice to any other right or remedy, to terminate the contract for default in terms of the contract and avail any or all the remedies thereunder and hold such person personally and/ or the contractor liable to the Bank for all costs and damages arising from such remedies.

4.3 Address of the parties for sending communications by the other party

For all purposes of the contract, including arbitration, thereunder the address of parties to which the other party shall address all communications and notices shall be: The address of the contractor as mentioned in the contract unless the contractor has notified the change of address by a separate communication containing no other topic to the Bank. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid, and
The address of the Bank shall be the address mentioned in the contract. The contractor shall also send additional copies to officers of the Bank presently dealing with the contract.
In case of the communications from the contractor, copies of communications shall be marked to the Procurement Officer signing the contract, and as relevant also to Inspecting Agency/ Officer; interim/ ultimate consignee and paying authorities mentioned in the contract. Unless already stipulated in the contract before the contract's start, the Bank and the contractor shall notify each other if additional copies of communications are to be addressed to additional addresses.

5. Contractor's Obligations and restrictions on its Rights

5.1 Changes in Constitution/ financial stakes/ responsibilities of a Contract's Business

The Contractor must proactively keep the Bank informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract. Where the contractor is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:

1) a new partner shall not be introduced in the firm except with the previous consent in writing of the Bank, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking.
2) On the death or retirement of any partner of the contractor firm before the complete performance of the contract, the Bank may, at his option, terminate the contract for default as per the Contract and avail any or all remedies thereunder.
3) If the contract is not terminated as provided in Sub-clause (2) above notwithstanding the retirement of a partner from the firm, that partner shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Bank in writing or electronically.

5.2 Obligation to Maintain Eligibility and Qualifications

1) The contract has been awarded to the contractor based on specific eligibility and qualification criteria. The Contractor is contractually bound to maintain such eligibility and qualifications during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the contractor should be pro-actively brought to the notice of the Bank within 7 days of it coming to the Contractor's knowledge. These changes include but are not restricted to: Change regarding declarations made by it in its bid in Eligibility Declaration.

5.3 Change in its qualification criteria submitted in its bid in Form 4: Qualification Criteria - Compliance and its sub-form(s). Restriction on Potential Conflict of Interests

Neither the contractor nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
1) during the term of this Contract, any business or professional activities in India that would conflict with the activities assigned to them under this Contract.
2) after the termination of this Contract, such other activities as may be stipulated in the contract.

5.4 Consequences of a breach of Obligations

Should the contractor or any of its partners or the Personnel commit a default or breach of RFP terms, the Contractor shall remedy such breaches within 21 days, keeping the Bank informed. However, at its discretion, the Bank shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder. The decision of the Bank as to any matter or thing concerning or arising out of breach of any terms or on any question whether the contractor or any partner of the contractor firm has committed a default or breach of any of the conditions shall be final and binding on the contractor.

5.5 Assignment and Sub-contracting

This RFP/Agreement contains the entire Agreement and understandings by and between the Parties with respect to the covenants herein described, and no representations, promises, Agreements or understandings, written or oral, not herein contained shall be of any force or effect.
Subcontracting is not allowed under this RFP. Bank will only deal with the bidding entity i.e. the Bidder, who will be responsible for delivery of all Goods/Services. The bidder will be fully responsible to the Bank for execution of the contract in its entirety and compliance of SLA, the delivery of all the Goods/Services as per the RFP and will be a single point of contact

5.6 Indemnity

5.6.1 Indemnification Process:

Bank shall notify the Bidder/ Vendor in writing as soon as practicable when the Bank becomes aware of the claim and cooperates with the Bidder/ Vendor in the defence and settlement of the claims.

The Bidder/Vendor shall have sole control of the defence and all related settlement/negotiations, and Bank will provide the Bidder/ Vendor with the assistance, information and authority reasonably necessary to perform the above. However, where Bank is required under law or otherwise answer the claims/charges/imputations made against it, Bank shall have the right to enter defence/defend its interest by means available in law, at its sole discretion. Indemnity would cover damages, loss or liabilities suffered by the Banks arising out of claims made by regulatory authorities for reasons attributable to breach of obligations under the above stated Request for Proposal (RFP) and/or this SLA and subsequent agreement, if any by the Bidder/ Vendor.

In the event of Bidder/ Vendor does not fulfil its obligations under this clause (that is, to comply with the indemnification process) within the period specified in the indemnification notice issued by Bank, Bank has the right to recover the amounts due to it under this provision from any amount payable to the Bidder/ Vendor under this project.

The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this Agreement.

5.6.2 Indemnity

Successful bidder assumes responsibility for and shall indemnify and keep the Bank its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the Successful bidder’s obligations under (a) this RFP/Agreement for which the Bidder has assumed responsibilities including those imposed under any Agreement, (b) local or national law or laws, or (c) in respect to all salaries, wages or other compensation to all persons employed/hired/deployed/services utilised by the Successful bidder in connection with the performance/discharge of its obligations under this Agreement and/ or (d) An act or omission of the Company and/or its employees, in performance of the material obligations under this Agreement; and/or Breach of any of the material terms of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Company which is material under this Agreement; and/or (e) Any or all Deliverables or Services infringing any notified patent, trademarks, copyrights or such other Intellectual Property Rights; and/or (f) Breach of confidentiality obligations of the Vendor contained in this Agreement; and/or (g) Gross Negligence or wilful misconduct attributable to the Vendor or its employees.

1. The Successful bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the terms of this Agreement and to protect the Bank during the tenure of the Agreement.

2. Indemnity would cover damages, loss, expenses or liabilities suffered by the Bank arising out of claims made before any court/tribunal/quasi-judicial authority/regulatory authorities for reasons attributable to breach of obligations under this Agreement and subsequent agreement by the Vendor.

   The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this Agreement.

3. Where any patent, trademark, registered design, copyrights and/ or intellectual property rights vest in a third party, the Successful bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon. In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine/licenses/services supplied/rendered by the Successful bidder under this Agreement or uses thereof, the Successful bidder agrees and undertakes to defend and / or to assist the Bank in defending, if Bank in its discretion so decides, at the Successful bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank.
4. Successful bidder further agrees that it shall, at its own expense, defend or cause to be defended or, at its option, settle any claim or action ("Claim") brought against the Bank by a third party alleging that the use of the Licensed Material by the Bank infringes any Intellectual Property Rights of that third party. Subject to the other conditions of this section, Successful bidder shall pay any compromise, settlement or judgment entered against the Bank with respect to any Claim and fully indemnify the Bank in respect of all costs and expenses relating to the Claim provided that the Bank notifies Successful bidder in writing of the Claim immediately on becoming aware of it.

5. No settlement of claim shall be deemed to be an admission of any liability by the Bank for the infringement alleged.

6. If any Licensed Material becomes the subject of any Claim or if a court judgment is made that any Licensed Material does infringe, or if the use of licensing of any part of any Licensed Material is restricted, Vendor at its option and expense shall:
   a. Obtain for the Bank the right to continue to use the Licensed Material.
   b. Replace or modify the Licensed Material so that it becomes non-infringing.
   c. If none of the above (a) or (b) is possible, return the entire consideration received from the Bank for the Licensed Material on a pro rata portion basis.

7. The terms of this clause shall survive the termination of this Agreement.

5.6.3 IP Infringement Indemnity:

The Bidder shall indemnify the Bank against all third-party claims of infringement of trademark, copyright or industrial design rights, etc. (excepting any third party's patent) arising from use of the Deliverables/ Services, or any part thereof in India as contemplated by this Agreement, provided always that Bank's use of such Services and Deliverables is in compliance with the Agreement and applicable laws. If Bank's compliant use of the Services or Deliverables infringes any third party IPR, Bank's sole remedy (other than this indemnity) is for Bidder, at Bidder's option, to either: (i) procure Bank's continued full use of the Deliverable as contemplated by the Agreement; (ii) substitute the infringing Deliverable; or (iii) modify the Deliverable so that they become non-infringing. This remedy will not apply if Bank is using any modified version of a Deliverable that was not approved by Bidder; if Bank uses Deliverables for a purpose other than that contemplated by the Agreement or if Bank uses a Deliverable in a manner not compliant with the Agreement. Bank will use all reasonable endeavours to mitigate its Losses, arising out of any third party IPR claim.

Bidder further agrees that it shall, at its own expense, defend or cause to be defended or, at its option, settle any claim or action ("Claim") brought against the Bank by a third party alleging that the use of the Deliverable by the Bank infringes any Intellectual Property Rights of that third party. Subject to the other conditions of this section or section 6 above, Bidder shall pay any compromise, settlement or judgment entered against the Bank with respect to any Claim and fully indemnify the Bank in respect of all costs and expenses relating to the Claim provided that the Bank notifies Bidder in writing of the Claim immediately on becoming aware of it.

5.7 Confidentiality, Secrecy and IPR Rights

5.7.1 IPR Rights

1. The Vendor claims and represents that it has obtained all the appropriate rights to provide the Deliverables upon the terms and conditions contained in this contract. The Bank agrees and acknowledges that save as expressly provided in this agreement, all Intellectual Property Rights in relation to the Software, Services and Documentation and any adaptations, translations and derivative works thereof, whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Vendor during, in connection with or in relation to fulfilling its obligations under this contract belong to and shall remain a property of the Vendor or its licensor.
2. Bank Data: Bank owns the original data or information, in any form, that is provided to Bidder by or on behalf of Bank (including Bank's personal data) ("Bank Data"). Except for the rights expressly granted in the Agreement, all rights, title and interest in and to any and all proprietary rights in Bank Data will remain with and be the exclusive property of Bank. Bank provides Bidder an appropriate license to use/ process the Bank Data only for the purpose of the Agreement and solely as required to provide the Services and Deliverables. Bank will obtain all rights necessary and permissions relevant or necessary for such purposes, and to the extent required, notify any individuals or entity who own or have an interest in Bank Data, to ensure that Bidder can access and use Bank Data for the purposes of the Agreement. Bank acknowledges and agrees that Bidder may use and upload Bank Data to a secure cloud-based solution and/or cloud-based file storage and sharing solutions when providing Services to Bank.
3. Third Party Materials. – Third-Party Material(s)" means any third-party content, including networks, equipment, data, managed services, hosted platforms, hardware, software, free software or freeware, and open-source software and other technology or services developed, owned, provided or licensed by a third party, other than Bank and/or Bidder

4. The Bank under this Agreement shall be granted a license to use the Software. During the term of this project and, if applicable, during the Reverse Transition Period, Bank grants Vendor a right to use at no cost or charge the Software licensed to the Bank, solely for the purpose of providing the Services.
5. The Vendor shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Software used by Vendor in performing its obligations under this Project.
6. If a third party's claim endangers or disrupts the Bank's use of the Software, the Vendor shall at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this contract and the license agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product.
7. Bidder agrees, to the extent permitted by the applicable third party, to assign or transfer the license related to Third-Party Material incorporated into Deliverables

5.7.2 Confidentiality

1. Except as required by law, the parties shall ensure that all the confidential information- business or otherwise as disclosed by one party to other/s during negotiation/ implementation/execution of this Agreement or which may in any manner by any of its officers comes into the other party's knowledge or possession or control, shall not be used for any purposes other than those required or permitted by this Agreement and shall remain confidential and shall not be disclosed to any other party (including a subcontractor) except insofar as may be required for the proper implementation of this Agreement or permitted by other party expressly in writing.

2. For the purposes of this Agreement, information relating to the Bank's business, of its customers/employees, business systems, business processes, policies, internal notes, third party correspondences and documents shared in confidence or in respect of which no express permission has been obtained from Recipient by Disclosing Party, supplier lists or any other information having potential bearing on its business, trade, standing or reputation, information affecting employee's or an office bearer's right to privacy or proprietary information as defined hereinafter shall be deemed to be confidential information. For the purposes of this clause, Proprietary Information shall include, but not be limited to, domain names, trade secrets- whether or not protected under any patent or copy right or other intellectual property laws- whether contained on computer hard disks or floppy diskettes or otherwise available in any oral, scripted or photographic or electronic form- without any limitation whatsoever, copyrights, business ideas, techniques, know-how, inventions (whether patentable or not), any other information of any type relating to designs, configurations, information concerning technical or financial aspects, intellectual property rights, documentation, policies, board notes, circulars, letters including correspondences received or exchanged via electronic or web-based mediums in confidence, recorded data, schematics, layouts, source code, master works, master databases, algorithms, flow charts, formulae, works of authorship,

mechanisms, research, manufacture, improvements, assembly, installation, the information concerning the Parties' actual or anticipated business, research or development, or the information which is received in confidence by the disclosing party to the Recipient. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.

3. Notwithstanding the foregoing, any information which orally or visually or in writing is disclosed to the recipient by the Disclosing Party shall be deemed to be Confidential Information, if the disclosing party, within 10 (ten) days after such disclosure, sends to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.

4. Vendor agrees to regard and preserve as confidential all information related to the business and other activities of the Bank, its customers, suppliers and other entities with whom Bank is presently or in future may enter into business, as may be obtained by Vendor or may be developed as a result of this Agreement. Vendor agrees to hold such information in trust and complete confidence for Bank and not to disclose such information to any person, firm or enterprise or use (directly or indirectly) any such information for its own benefit or the benefit of any other party, unless expressly authorized by Bank in writing, and further agrees to limit access to and disclosure of such confidential information to Vendor's employees on a strictly "need to know" basis only and who have signed or are bound by confidentiality agreements/undertakings at least as stringent as those contained herein. Vendor shall not without the consent of Bank make use of any document or reproduce in any way the information which it may come to know or have, except for the purpose of performance of this Agreement.

5. The Vendor agrees to protect the confidential information of the Bank with the same standard of care and procedures used by it to protect its own confidential Information. Without limitation of the foregoing, the Vendor shall use reasonable efforts to advise the Bank immediately in the event Vendor learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Agreement and shall reasonably cooperate in seeking injunctive relieve against any such person.

6. That if the Vendor hires another person to assist it in the performance of its obligations under the terms of this SLA/Agreement, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the SLA/Agreement to another person in any manner, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Vendor is bound to maintain the confidentiality.

7. Even if a Vendor's employee leaves the job or his services are terminated/expires, the Vendor shall ensure that he does not share any confidential information of the Bank with third parties nor uses such it to derive unauthorized profits out of it. Vendor shall continue to be responsible for any such act of its ex-employee and agrees to

indemnify the Bank against any loss suffered by Bank due to disclosure of confidential information in such circumstances.

8. Bank acknowledges that it considers the Vendor related material information including software product(s), trade secrets, documentations and electronic or non-electronic communication made in confidence, to be confidential and, agrees that unless Bank has obtained Vendor's written consent, Bank shall keep such materials confidential and prevent their disclosure to any person other than employees, representatives of Vendor or any other person it reasonably believes to be authorized by Vendor to receive such information, to whom it shall be disclosed only for purposes specifically related to Vendor's permitted use of the Products/as necessary for the purposes of this agreement.

9. An Information shall not be considered confidential to the extent and only to the extent, such information is:
    a. already known to the receiving party free of any restriction at the time it is obtained from the other party.
    b. subsequently learned from an independent third party free of any restriction and without breach of this Agreement.
    c. is or becomes publicly available through no wrongful act of the other party.
    d. is independently developed by one party without reference to any Confidential information of the other.
    e. is required to be disclosed pursuant to a requirement of a governmental agency or law so long as the parties provide each other with timely written prior notice of such requirement.

10. The obligation contained in this clause shall survive after the termination of this Agreement. Confidentiality of customer information shall be maintained and survive even after the Agreement expires or terminated.

11. The infraction of confidentiality terms shall constitute material breach of the Agreement, and the Bank shall be entitled to take appropriate actions as available in law or under this Agreement against the Vendor as the case may be.

12. VENDOR agrees to indemnify the Bank against any loss suffered by the Bank due to breach of confidential terms as mentioned hereinabove.

5.8 Obligations of the contractor

1. Without the Bank's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.
2. The contractor shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of the Bank, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.
3. Notwithstanding the above, the contractor may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives from the

Bank to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company/ Subcontractor(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the contractor under the above clauses.

4. The obligation of the contractor under sub-clauses above, however, shall not apply to information that: the contractor needs to share with the institution(s) participating in the financing of the contract;
5. now or hereafter is or enters the public domain through no fault of Contractor;
6. can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from the Bank; or
7. otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.
8. The above provisions shall not in any way modify any undertaking of confidentiality given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof.
9. The provisions of this clause shall survive completion or termination for whatever reason of the contract.

5.9 Permits, Approvals and Licenses

Whenever the supply of Goods and incidental Works/ Services requires that the contractor obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to export licence or environmental clearance if required. If requested by the contractor, the Bank shall make its best effort to assist the contractor in complying with such requirements in a timely and expeditious manner, without any dilution of the Contractor’s responsibility in this regard.

5.10 Compliance with Laws

The Bidder shall comply with all laws and regulations applicable to their respective businesses and updated/revised/ amended from time to time including without limitation, all privacy, database, copyright, trademark, patent, trade secret, Labour Laws, Anti-Bribery Laws, environmental protection, data protection competition Act and all other applicable laws from time to time. Further vendor shall adhere to General Financial Rules, 2017, and clarifications/ Office Memorandum issued by Department of Expenditure, Ministry of Finance and stay informed about further changes in the relevant laws, GFR, and clarifications/ OMs from the Ministry.

Bidder shall comply with RBI Master Circular: RBI/2023-24/102 DoS.CO.CSITEG/SEC.1/31.01.015/2023-24 dated 10.04.2023 and subsequent circular/guidelines regarding Master Direction on Outsourcing of Information Technology Services and RBI/2023-24/107 DoS.CO.CSITEG/SEC.7/31.01.015/2023-24 dated 07.11.2023 regarding Master Direction on Information Technology Governance, Risk, Controls and Assurance Practices.

5.10.1 Obligations of the contractor under Labour Codes and Rules

1) In cases where Contract or part(s) thereof is to be performed by the contractor at the premises of the Bank or Consignee, the contractor shall comply with the In cases where Contract or part(s) thereof is to be performed by the contractor at the premises of the Bank or Consignee, the contractor shall comply with the Bank from and against any claims under the aforesaid Labour codes and the Rules.
2) The Contractor shall obtain a valid licence under the aforesaid Labour codes and the Rules as modified from time-to-time before the commencement of the contract and continue to have a valid licence until the completion of the contract. Any failure to fulfil this requirement, the Bank shall treat it as a breach of contract for default as per the contract and avail any or all remedies thereunder.
3) In respect of all labour directly or indirectly employed in the contract for the performance of the contractor's part of the contract, the contractor shall comply with or cause to comply with the provisions of the aforesaid Labour codes and the Rules wherever applicable. The contractor shall be solely responsible for submitting all the necessary returns under these Codes and the Rules. Nevertheless, the contractor shall submit monthly returns to the Bank to confirm compliance with such Codes and rules. Failure to do so shall entitle Bank to take any measure to ensure compliance to such codes and rules by the contractor and his associates, including, but not limited to, withholding contractor’s on-account bills.
4) The Contractor shall pay the wages as per the Code on Wages to their workers not below the rate of minimum wages, as notified by the State Government or Central Government, whichever is higher, through the bank transfer. Notwithstanding the contract's provisions to the contrary, the Contractor shall cause to be paid the wages to labour directly or indirectly engaged on the contract, including any engaged by his Sub-Contractors in connection with the said contract as if he had immediately employed the labour. The Bank shall, without any commitments or being obliged to do, may its discretion, monitor that such payments are being made. The Contractor shall be required to submit, every month, documentary evidence in the form of a Bank Statement of having transferred the gross minimum wages to each of the workers. Failure to do so shall entail Bank taking up any measure to ensure the payment of wages including, but not limited to, withholding contractor’s on-account bills.
5) In every case in which, by virtue of the provisions of the aforesaid Labour codes and the Rules, the Bank is obliged to pay any amount of wages to a workman employed by the contractor or his Sub-Contractor in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Labour codes and the Rules or to incur any expenditure on account of the contingent liability of the Bank due to the contractor's failure to fulfil his statutory obligations under the aforesaid Labour codes and the Rules the Bank shall recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Bank under the aforesaid Labour codes and the Rules, the Bank shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/ or from any sum due by the Bank to the contractor whether under the contract or otherwise. The Bank shall not be bound to contest any claim made against it under the aforesaid Labour codes and the Rules except on the contractor's written request, and upon giving the Bank complete security for all costs, Bank might become liable in contesting such claim.

The decision of the Bank regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the contractor.

5.12.3 The obligation of Contractor to ensure awareness of Labour Codes

1) The Contractor has to mandatorily provide a comprehensive day-long training carried out by a certified Third-Party agency for the awareness of Labour codes and the Rules, grievance redressal mechanism and other provisions applicable to his and his Sub-contractor's staff, workers, labour employed by him directly or indirectly in delivery of service to the Bank. The Contractor must submit relevant documentary proof to Bank of having conducted such training to all workers.
2) The Contractor must provide a comprehensive booklet (Bank approves that) containing all the relevant updated labour codes, rules, and other applicable provisions, to every worker at the outset of the contract in the local vernacular language.
2) Bank, without any commitments or being obliged to do, may its discretion, provide following facilities for Contractor's Contract Labour working on this Contract:

a) Helpline for complaints from labour regarding payment of wages, worksite facilities, sexual harassment etc

b) Provision for recording anonymous complaints from workers, citizens etc., regarding violation of Labour codes and the Rules by Contractor.

5.11 Recognition of Prior Learning

For the onsite resources: - It is mandatory requirement of formally certified skilled workforce or commitment by the bidder's/ service providers to the effect that they would ensure that all their workers would be skilled through Recognition of Prior Learning (RPL) within two months from the date of commencement of work under the project, at the cost of the bidder/service provider.

5.12 Incidental Services

The successful bidder shall be required to provide all the following services, including additional service, if any relating to:

I. Performance or supervision of on-site assembly and /or start-up of the goods/ services.
II. furnishing of detailed operations, SOP and maintenance manual for each unit of the goods/ services:
III. Training of the Bank's personnel on-site, start-up, maintenance, and / or repair of goods/ services; if applicable, without any additional cost to the Bank.

5.13 Patent Rights

The Bidder shall indemnify the Bank against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India.

1. The Bidder shall, at their own expense, defend and indemnify the Bank against all third-party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.

2. The Bidder shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the Bidder shall be fully responsible including all expenses and court and legal fees.
3. The Bank will give notice to the Bidder of any such claim without delay, provide reasonable assistance to the Bidder in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.
4. The Bidder shall grant to the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use software (and other software items) provided by the Bidder, including-all inventions, designs and marks embodied therein in perpetuity.

5.14 Governing Laws and Disputes

All disputes or differences whatsoever arising between the Parties out of or in relation to the construction, meaning and operation or effect of the RFP Documents/PO/SLA or breach thereof shall be settled amicably. If, however, the Parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996. The matter may be referred to a Sole Arbitrator to be appointed mutually by the parties and the award made in pursuance thereof shall be binding on the Parties. If the Bank and vendor fail to appoint sole arbitrator mutually, then the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act-1996. Any matter relating to or incidental to arbitration will be subject to the exclusive jurisdiction of courts at Delhi only.

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

The venue of the arbitration shall be Delhi, and the language of the arbitration will be English. The provisions of this Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts in Delhi only. Each party to bear their own costs unless directed otherwise.

5.15 Non-Solicitation

The Vendor shall not hire employees of the Bank or solicit or accept solicitation (either directly, indirectly, or through a third party) from employees or ex-employees of the Bank directly involved in this Agreement, during the term of this Agreement and one (1) year thereafter, except as the parties may agree on a case-by-case basis.
The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the contract to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party.

However, nothing contained herein shall restrict the Bank to engage any personnel/employee of Vendor, if the engagement is through open channel/competitive route in pursuance of Bank's hiring policies or direction of Government Authorities and does not include only the personnel/employees of Vendor.

5.16 Privacy & Security Safeguards

The Bidder shall not publish or disclose to third parties in any manner, without the Banks' prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location. The Bidder shall develop procedures, and implementation plans to ensure that IT resources leaving the control the assigned user (such as being reassigned, removed for repair, replaced, or upgraded). The Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Banks' prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location.

5.17 Business Continuity Plan

The bidder shall ensure to have effective business continuity and disaster recovery plan. The bidder shall develop and establish a robust framework for documenting, maintaining and periodic testing of business continuity and recovery procedures and shall maintain a record of the same as per applicable laws in force.

5.18 Data Protection

Bidder shall process Bank's personal data on Bank's behalf as part of the Services, bidder shall ensure compliance to Data Security, Data Secrecy, Data privacy related issues and comply with the Information Technology Act, 2000, Information Technology (Amendment) Act, 2023, Digital Personal Data Protection Act 2023 as and when applicable form time to time and shall comply with all applicable privacy and data protection provisions and applicable laws / future laws/ laws enforced from time to time. Further, it must be ensured that due care be taken while collecting and dealing with sensitive personal data or information.
Any Web portal used by the bidder to procure Bank Data will be secured to avoid hacking, infusion of virus, unauthorized copying, tampering, etc. and all sort of security required as per applicable law & practices to be adopted and implemented by the bidder.
The bidder shall ensure compliance to Data Security, Data Secrecy, Data privacy related issues and laws, frameworks such as digital personal data protection act etc. as released and/or amended from time to time by the RBI, Govt. of India or any regulatory authority

5.19 Use of Name/Logo of the Bank

Vendor shall not use for publicity, promotion, or otherwise, any logo, name, trade name, service mark, or trademark or any simulation, abbreviation, or adaptation of the same of the Punjab National Bank or any of its affiliate, or the name of any Bank's employee or agent, without Bank's prior, written, express consent. The Bank may withhold such consent, in case so granted by it, in its absolute discretion. Violation thereof shall constitute a material breach of the terms of this RFP and shall entitle the Bank to take appropriate actions as available to it in law and this document.

5.20 Non-Exclusivity

Notwithstanding anything contained in the present document, the arrangement hereby agreed between the parties, shall be on a non-exclusive basis. Bank reserves its right to appoint/engage one or more vendor(s)/service provider(s) to provide like services concurrently or otherwise during the currency of contract.

5.21 Delay in Vendor Performance

Delivery of the goods and performance of the Services shall be made by the vendor in accordance with the time schedule specified by Bank. Any delay in performing the obligation by the supplier will result in imposition of liquidated damages and/or termination of the contract for default including liquidation of PBG.

5.22 Notices and Other Communications

The notices shall be sent, in writing and signed by the competent authority, either personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email/fax), addressed to the other Party at the addresses, email and fax number given in the contract.
Notices shall be deemed to be served upon the parties only on receipt, except when it is sent through the registered post and same shall be deemed to be delivered within five (05) working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a Consultation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).
Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided herein.

5.23 Audit

All records with respect to any matters covered under this RFP/SLA shall be made available to auditors and/or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory/statutory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The said records are subject to examination. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.
Bank can conduct any third-party inspection/audit for any phase of the contract and successful bidder must take all necessary changes as mentioned by the results of these audit.

Bank will incur the cost of appointment of a third-party audit and successful bidder must ensure that findings of the audit are successfully closed by successful bidder within mutually agreed timelines.
Vendor shall allow the Bank, its authorized personnel, its auditors (internal and external) and/or other statutory/regulatory authorities an unrestricted right to inspect and audit the operations and records directly related to the services. The Cost and Accounting records will be out of the scope for the purpose of audit conducted by the Bank. If Vendor is outsourcing any portion of the above activity, it will be the responsibility of Vendor to ensure that authorities/officials as mentioned above are allowed access to places, systems, processes, records (except Cost and Accounting records) etc. of activity for inspection or verification.
Vendor shall keep complete and accurate records of all the operations in connection with the activities, per relevant best practices in the industry. All books, records (except Cost and accounting records) and information relevant to services shall be preserved in isolation and presented to the Bank or its designees for inspections as and when demanded.
Vendor recognizes the right of Government of India (GOI), Reserve Bank of India (RBI) and / or any regulatory authority to cause an inspection to be made of Vendor/Service Provider and its books and accounts by one or more of its officers or employees or other designated person. One week's prior intimation shall be shared with Vendor, regarding the audit so as to notify the Bank of any potential conflict of interest. Except in cases of regulatory or statutory audit, the Bank shall not exercise right to audit more than twice in a financial year.
Outsourcing agreement shall also include clause to recognize the right of the Reserve Bank to cause an inspection to be made of a Vendor/service provider of a Bank and its books and account by one or more of its officers or employees or other persons.
The outsourcing agreement shall provide for the preservation of documents and data by the vendor/service provider in accordance with the legal/regulatory obligation of the Bank in this regard.

5.24 Survival

The Parties have expressly agreed that any liabilities or obligations set forth in this Agreement by their nature and content are intended to survive the performance hereof, shall so survive despite such completion/expiration or termination of this Agreement.

5.25 Non-Disclosure Agreement

By virtue of Contract, as and when it is entered into between the Bank and the vendor, and its implementation thereof, the vendor may have access to the confidential information and data of the Bank and its customers. The vendor will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data including but not limited to the following: -

1. That the vendor will treat the confidential information as confidential and shall not disclose to any third party. The vendor will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.

2. That the vendor will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the vendor will also agree to protect the confidential information of the Bank with at least the same

standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the vendor shall use full efforts to advise the Bank immediately in the event that the vendor learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the vendor and will cooperate in all manner in seeking injunctive relieve against any such person.

3. That if the vendor hires another person to assist it in the performance of its obligations under the Contract or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Vendor is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.

4. That the vendor will strictly maintain the secrecy of Bank's data.

5. The Bank shall provide access to its premises to the authorized personnel of the vendor to carry out the work related to installation etc. which is required to perform its obligation to Bank. In accessing Bank's premises, the vendor shall however comply with any and all rules, regulations, policies and procedures relating to the access, entry, safety and security to discharge their obligation as per the terms and condition of the agreement.

6. Even if any employee of the vendor leaves the job or his services are terminated/expires, the vendor shall ensure that Banks confidential information is not shared with any third party nor Banks confidential information is used to derive unauthorized profits out of it. Vendor shall continue to be responsible for any such act of its ex-employee and agrees to indemnify the Bank against any loss suffered by Bank due to disclosure of confidential information in such circumstances.

7. The obligation contained in this clause shall survive even after the termination of this Agreement. Confidentiality of customer information shall be maintained and survive even after the Agreement expires or terminated.

8. The infraction of confidentiality terms shall constitute material breach of the Agreement, and the Bank shall be entitled to take appropriate actions as available in law or under this Agreement against the Vendor as the case may be Vendor agrees to indemnify the Bank against any loss suffered by Bank due to breach of confidential terms as mentioned hereinabove.

5.26 Cancellation of Purchase Order

After issuance of purchase order to successful bidder, Bank reserves the right to cancel the purchase order without giving any notice, for following reasons –

1. Non submission of acceptance of order by the bidder within seven (07) working days of placement of Purchase Order.
2. Non submission of performance Bank guarantee within stipulated time as specified in the RFP.
3. Non signing of contract within the time specified by Bank.

4. Non submission of any report/undertaking/document/compliance which was due within one month from the date of Purchase Order.
5. Change in Bank's requirement(s)/Policy

5.27 Force Majeure

Notwithstanding anything contained in this Agreement, the vendor shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Agreement is the result of an event of force majeure. For purposes of this clause, "force majeure" means an event beyond the control of the vendor and not involving the vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, war or revolution and epidemics. If a force majeure event arises, the vendor shall notify within 30 days the Bank in writing, the vendor shall continue to perform its obligation under the Agreement to the extent possible mitigate the consequences of the force majeure event and make all necessary alternative arrangements to perform their obligations and accordingly shall seek all alternative means of performance not prevented by the force majeure event.
Provided further that in case of delay of Services, which shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the Agreement and the Bank shall have the right to terminate this Agreement without giving any further notice to the Vendor. Bank reserves the right to assign the work to other Vendor without any consequences and claims. Instances of Commercial difficulty will not be covered under "Force Majeure".

5.28 Liquidated Damages and Penalty

Both Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently. The penalty is for delay of performance and not for termination, whereas the liquidated damages are applicable only on event of termination on default. The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, Operationalization, implementation, warranty, maintenance etc.) by the Service Provider.

If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period, until actual delivery or performance, as pre-estimated damages not exceeding 5% of the total contract value without any controversy/dispute of any sort whatsoever. However, in case of inordinate delay maximum deduction shall be 10% of the total contract value.

Note: Inexcusable delays of more than one-fourth (25%) of the completion period specified in the contract shall be treated as inordinate delay(s).

If the Bidder fails to complete the due performance of the contract in accordance with the terms and conditions, the Bank reserves the right either to terminate the contract or to accept performance already made by the Bidder after imposing Penalty on Bidder. Penalty will be calculated on per week basis and on the same Rate as applicable to Liquidated Damages.

The Bank shall consider the inability of the Service Provider to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Service Provider except situations where delays may be attributable to factors outside the Vendor's control, particularly delays in receiving necessary data/inputs from the Bank.

Penalty and Liquidated Damages are not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the Bidder to prove that the delay is attributable to the Bank and Force Majeure. The Bidder shall submit the proof authenticated by the Bidder and Bank's official that the delay is attributed to the Bank and/or Force Majeure along with the bills requesting payment.
The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
If any act or failure by the Bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions, to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
If the Bidder fails to complete the due performance of the contract in document, the Bank reserves the right either to terminate the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated damages for non-performance. SLA/RFP violation will attract penalties.

5.29 Data Purging

The vendor should ensure to have provision for the secure removal and/or destruction of data, hardware and all records (both digital and physical), if necessary. To ensure the seamless transition, the vendor should cooperate fully with the Bank/the new vendor/service provider and agree not to delete, purge, revoke, alter or update any data during this time unless specifically instructed to do so by the Bank.

5.30 Statement of Shareholding Pattern

Bidder to submit shareholding pattern of the company, partnership or LLP (As on last date of bid submission). It is to be submitted along with technical proposal.

5.31 Information Security

Successful Bidder upon selection will comply with all the present and future provisions of the Information Security Policy/Guidelines of RBI, Respective Govt. Agencies and the Bank and provide such regulatory requirements at no additional cost to Bank during and after the contract period. The Solution may be audited by RBI/any other Regulatory Authority and any observation pointed out by these bodies have to be complied by the successful bidder within the timelines stipulated by the regulatory agencies, without any additional cost to the Bank.

The offered solution shall be subjected to Bank's audit through off-site and on-site scrutiny at any time during the contract period. The auditors may be internal/ external. The successful bidder should provide solution and implementation for all the audit points raised by Bank's internal/external team during the contract period, within the stipulated timelines, without any extra cost.
Any financial loss to the Bank, because of security breach, Negligence or any reason attributable to the Vendor will be recovered from the Vendor.

5.32 No Right to Set Off

In case the Bidder has any other business relationship with the Bank, no right of set-off, counterclaim and cross-claim and or otherwise will be available under this contract to the Bidder for any payment's receivable under and in accordance with that business.

5.33 Publicity

Any publicity/ public announcement relating to the Agreement, work to be carried out in Bank towards this project, Services or Deliverables is strictly prohibited. Neither Deliverables nor reference to either Party may be included or made in any prospectus, proxy statement, offering memorandum or similar document or materials prepared for public distribution. No information of any nature related to this project shall be disclosed to any third party unless otherwise necessary prior permission has been taken from the Bank.

5.34 Use of Contract Documents and Information

The supplier shall not, without the Bank's prior written consent, make use of any document or information provided by Bank in Bid document or otherwise except for purposes of performing contract.

5.35 Contract Between Bank and Shortlisted Bidder/TSP (Technical Service Provider)

The shortlist bidder/TSP shall be required to execute SLA (Service Level Agreement) and NDA (Non-Disclosure Agreement) with the Bank.

5.36 Principal to Principal Relationship

1. Nothing in this Contract constitutes any fiduciary relationship between the Bank and Bidder's Team or any relationship of employer - employee, principal and agent, master-servant relationship or partnership or joint venture, between Punjab National Bank and Bidder. The relationship is on principal-to-principal basis.
2. No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of the Agreement.
3. Bank have no obligation to the Bidder, except as agreed under the terms of the Agreement.

4. All employees/personnel/ representatives/agents etc., engaged by the Bidder for performing its obligations under the Contract/PO shall be in sole employment of the Bidder and the Bidder shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall Punjab National Bank be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury /death / termination) of any nature to the employees/personnel/representatives/agent etc. of the bidder.
5. The Bidder shall disclose to Punjab National Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or its team/agents/representatives/personnel etc.) in the course of performing the Services as soon as practical after it becomes aware of that conflict.
6. The Bidder shall not make or permit to be made a public announcement or media release about any aspect of the Contract unless Punjab National Bank first gives the Bidder its prior written consent.
7. Bidder would comply with the statutory obligations and Labour Regulations/ Rules in this regard so far as applicable The Bidder shall be responsible for payments of all statutory dues with respect to each of its personnel/employees engaged by it to render service under this Agreement with respect to each applicable Labour law, including, the Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Payment of Bonus Act, 1965, the Employees' State Insurance Act, 1948, the Payment of Gratuity Act, 1972, the Maternity Benefit Act, 1961, the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, Contract Labour. (Regulation and Abolition) Act, 1970 etc. or any other applicable future laws. No dues/contributions under any labour legislations, as applicable, remain payable with respect to his personnel/employees. The Bidder will have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to personnel/employees of under applicable labour legislations and Industrial legislations.

5.37 Waiver

Any failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this Agreement or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this Agreement, all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

5.38 Adherence to the Cyber Security Policy

1. Bidders are liable for meeting the security standards or desired security aspects of all the ICT (Information and Communication Technology) resources as per Bank's IT/Information Security / Cyber Security Policy. The IT /Information Security/ Cyber Security Policy may be shared with successful bidder. Bidders should ensure Data Security and protection of facilities/application managed by them.
2. The Bidder should be aware about Bank's IT/IS/Cyber security policy and have to maintain the secrecy & confidentiality of the Bank's data including process performed at the Bank premises.

3. Bidder shall agree and provide undertaking not to disclose any Bank information and will maintain confidentiality of Bank information as per policy of the Bank and will sign "Non-Disclosure Agreement" document provided by Bank.
4. The legal and regulatory requirements, including data protection, intellectual property rights, copy right, all the relevant regulations for sub-contracting; including the controls that need to be implemented shall be included in the supplier agreement also.
5. All information /resources (online/in-person) of the vendors and its partners shall be made accessible to Reserve Bank of India as and when sought.
6. Credentials of vendor/third party personnel accessing and managing the Bank's critical assets shall be maintained and shall be in accordance with Bank's policy.
7. The Bank will evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/outsourcing activities and bidder shall ensure to support baseline system security configuration standards. The Bank will also conduct effective due diligence, oversight and management of third-party vendor's/service providers & partners.
8. Vendor criticality assessment shall be conducted for all partners & vendors. Appropriate management and assurance on security risks in outsourcing and partner arrangements shall be ensured.

5.39 Cost of Bidding

The Bidder shall bear all the costs associated with the preparation and submission of their bid and Punjab National Bank, hereinafter referred to as "Purchaser" or "Bank", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

5.40 Insurance

The hardware, components, equipment, etc to be supplied under the contract period as a part of the service shall be fully insured by the bidder till installation of the same, against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, installation and integration. Bank will not be responsible for any loss to the bidder on account of non-insurance to any equipment, goods or services. All expenses towards insurance shall be borne by the successful bidder. The contractor shall obtain the insurance cover in its name and not in the name of the Bank or its Consignee. **Bidder must submit the requisite insurance certificate at the time of delivery of the materials.**

5.41 Signing of Pre-Contract Integrity Pact

The bidder should submit Original Executed Integrity Pact (completely filled and without deviation) along with the technical bid. The Integrity Pact must be executed on stamp paper of appropriate value and must be signed by all the witnesses also.
Integrity Pact is to be submitted on non-judicial stamp paper (along with the technical bid) duly signed by the same signatory who signed the bid, i.e. who is duly authorized to sign the bid and to make binding commitments on behalf of his company.

Also, Original Integrity pact hardcopy should be submitted by the bidder as per the scanned copy uploaded on GeM as per above clause to HO:CPPD, Punjab National Bank, 5, Sansad Marg, New Delhi-110001

5.42 Contacting the IEMs (Independent External Monitors)

The IEMs are not to be contacted for generic tender related queries, for which queries may be directed to contact details mentioned in Bid details.

5.43 Data Sharing and Third-Party Risk Management:

1. **Vendor Due Diligence and Risk Assessments:** The Bank shall conduct thorough due diligence on the selected Bidder(s) before onboarding, including background verification of vendor personnel, and review of their background screening processes. Post onboarding, user access review for vendors having access to customer data and their respective privileges to perform business operations or view business data shall be conducted periodically. Assess the vendors' overall security posture, relevant compliance certifications, incident response mechanisms, and key management protocols.

2. **Third-party breach / incident reporting obligations:** Vendors shall promptly report customer-data breaches or security incidents involving customer data to the Bank/SE, to enable timely detection, escalation, containment, customer communication, and regulatory reporting, as applicable.

3. **Restriction on plain-text storage of sensitive customer data by third parties:** The Vendor shall ensure that any data sensitive customer data stored shall not be in plain text.

5.44 Dos and Don'ts for Bidders

Sr. no	Do's	Don'ts
1	All pages are to be serially numbered, signed and stamped by the Bidder.	Do not paste the image of signature on the documents.
2	All third-party documents are to be thoroughly stamped signed by the authorized signatories of OEM (where applicable) and countersigned by Bidder's authorized signatory.	Don't change the format/wordings of the RFP.
3	Only technical and eligibility related documents to be submitted in technical bid.	Don't submit the financial /commercial rates with the technical bid documents.

4	Ensure to submit the EMD as per the format. In case of exemption claimed, suitable acceptable proof of exemption is to be submitted. The scanned copy of the EMD have to be submitted along with bid documents online. Hardcopy of the EMD to be submitted to the Bank at the time of bid submission.	Never miss to send earnest money deposit with the tender, if applicable.
5	The tender should be put in an envelope which should be sealed. The envelope should bear the super-scribed number and date of opening of the tender. (If applicable)	Don't deliver the tenders after the due date and time of opening under any circumstances
6	Literature or any other technical documents which are required to be submitted along with the tender or which are necessary for its proper evaluation must be submitted along with the tender	Don't miss to submit signed, stamped Annexures and Schedule of the tender form at the appropriate place on the GeM Portal/Office.
7	Over-writing, Erasures, cuttings etc. must be scrupulously avoided and invariably attested	Don't make any changes to the contents of the documents while uploading, except for filling in the required information. Otherwise, the RFP shall be rejected as nonresponsive.
8	All pages of the tender form, forwarding letter, and other enclosures must be signed and stamped. The name and designation of the signatory must be legibly indicated.	
9	Bank Guarantee or any form of EMD should be submitted in original hard copy within 5 working days from bid submission date	
10	Pre-Bid Queries should only be raised on GeM portal as per timelines available on GeM	Pre-bid queries sent through e-mail shall not be entertained.
11	Integrity Pact, Bid specific Power of attorney (if any), and any other document mentioned to be submitted in Original, should be submitted in original hard copy preferably along with the submission of the Bid.	

6. Terms of Delivery

6.1 Effective Date of Contract

The effective date of the contract shall be the date on which it has been signed by the Bank or the effective date mentioned in the contract, whichever is later. If the procurement entity receives no communication from the contractor within 14 days of the date signed by the Bank or the date of sending it to the contractor, whichever is later, then the date of signing shall be the effective date of the contract. The dates of deliveries shall be counted from such date. No notice to commence the contract shall be issued separately.

6.2 Time is the essence of the contract

The time for and the date for delivering the Goods stipulated in the contract or as extended shall be deemed to be of the essence of the contract. Delivery must be completed not later than the date(s) so specified or extended.

6.3 Destination Places

The destination(s) where the Goods are to be delivered shall be as stipulated in the contract or Section VI – Schedule of Requirements.

6.4 Terms of Delivery

1) Terms of delivery shall determine the point at which the responsibilities and property in goods passes over from the contractor to the Bank. These terms also determine the time of delivery.
2) the contractor shall either deliver free at the place/ places, the quantities of the Goods detailed therein, and the Goods shall be delivered or despatched not later than the dates stipulated in the contract. The delivery shall not be complete unless all the Goods are delivered and accepted by the Consignee as provided in the contract/purchase order. No Goods shall be deliverable to the consignee on Sundays and public holidays or outside designated working hours without the written permission of the consignee.

7. Prices and Payment

7.1 Controlled Prices

1) The price charged by the contractor shall not be higher than the controlled price fixed by law for the Goods, or where there is no controlled price, it shall not exceed the minimum of Maximum Retail Price (MRP) at which the same or similar Goods are available in the market in the relevant region, or contravene the norms for fixation of prices laid down by Government, or where the Government has not fixed such prices or norms, it shall not exceed the price appearing in any agreement relating to price regulation by any industry in consultation with the Government.
2) **Penalties for overcharging:** If the sub-clause above is violated, unless the contractor had explicitly mentioned this fact in his bid giving reasons for quoting a higher price (s), or makes any mis-statement, it shall be lawful for the Bank to: annul the award and treat it as a misdemeanour as per the contract and take any or all punitive remedies available thereunder, or without annulling the award, take action as the terms of this RFP.

7.2 Firm Prices

Unless otherwise stipulated in the contract, Prices shall be fixed and firm.

7.3 Terms and Mode of Payment

1. All payments shall be made online to the Account of the Vendor in Indian Rupees only after submission of requisite documents and deducting penalty, if applicable.
2. Payments will be made at respective HO-Divisions and Zonal office/Circle office of the Bank for supply of Items and add on components for circles/branches under their jurisdiction.
3. Payments shall be released by the respective Offices only after submitting copies of the health status report and preventive maintenance report signed by the respective branches/offices, wherever applicable.
4. Further, the above payments will be released only after submission of Performance Security and signing of SLA (including Do & Don't) and NDA by the selected bidder.
5. Payment for AMC shall be released on deferred mode on quarterly basis in arrears only after submission of preventive maintenance reports duly signed by the respective branch/office and summary of calls attended. The rates for AMC, shall include all Charges and Taxes, except GST which shall be paid on actual basis.
6. Payment of Resident Engineer (RE) will be released Quarterly in arrears by the Office which has released the PO, except for those REs who are deployed at Head Office Locations in Delhi/NCR (who are to be deployed without any extra cost to the Bank). In case of delayed delivery or incorrect delivery, then date of receipt of the correct and final component shall be treated as delivery date for penalty and other calculation.
7. The payment for AMC shall be made on quarterly arrear basis. However, the payments for AMC maybe be made in advance (for upto 6 months) if the bidder submits Bank guarantee of equivalent amount with validity of at least 7 months, else the same shall be made in arrears.
8. Only GST, wherever applicable, shall be borne by the Bank.
9. Bidders should raise invoice quarterly after completion of quarter in case of AMC and the invoice should be submitted within 15 days from the date of generation of the invoice.
10. Bank shall deduct TDS (Tax deducted at source) as applicable.
11. Bidder shall also submit all relevant statements related to compliance of Labour Laws on quarterly basis. Bank may withhold any payment in case of non-compliance
12. Payment of invoice(s) shall be released within 30 days after submission of all the requisites documents and undisputed invoices Bank reserves the right to terminate the contract for any product(s)/service(s)/resource(s) as per the requirement of the Bank after giving notice as per clause Termination of Contract.

8. Defaults, Breaches, Termination, and closure of Contract

8.1 Termination of Contract

1. The Bank will have the right to terminate the contract with the vendor at any time during the contract period, after giving of 30 days' advance notice including 15 days curing period, for any valid reason, including but not limited to the following:

a. Non-capable resources or non-initiation of services as per RFP timelines.
b. Delay in execution of order placed by the Bank.
c. Discrepancies / deviations in the agreed processes and/or products.
d. Failure of Vendor to complete implementation of appliance within the time as specified in the Purchase Order/under this Agreement.
e. Violation of terms & conditions stipulated in the Purchase Order to the extent not inconsistent with the terms and conditions laid out in Agreement.
f. In case of data breach, security breach, breach of trust, denial of service, service unavailability, change of Bidder's ownership, liquidation, merger, acquisition, undesirable changes due to change in regulatory requirement affecting the Bidder, regulatory action on Bidder, etc.
g. Change in Bank Policy.
h. Unsatisfactory services/poor quality of product/services.
i. The Bank may terminate the Agreement in case of breach of any of the representation and warranties as mentioned in this Agreement or in case of breach of any of the terms and condition as set forth in the Agreement.
j. The Bidder/ vendor unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof.
k. A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the Bidder/ vendor and such appointment continues for a period of twenty-one (21) days.

2. Notwithstanding anything contained in this Agreement, Bank shall be at the liberty to terminate this Agreement at any time by sending 30 days - notice period to the Vendor without bearing any consequences.

3. Immediately upon the date of expiry or Termination of this Agreement, Bank shall have no further obligation to pay any amount for any periods commencing on or after such date.

4. In the event of Termination on account of failure of the Vendor to perform the obligations under this Agreement, the Bank shall have the right to invoke the Performance security(s)/Security(s) given by the Vendor.

5. In case of termination due to reasons attributable to the vendor as decided by the Bank, Bank reserves the right to allot the remaining work to another Vendor selected through procurement process at risk and cost of the Vendor. Any financial liability including costs, charges, expenses which the Bank incurs on this account, shall be payable by the Vendor.

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

7. Before expiry / Termination of the Agreement, vendor shall be responsible to provide a smooth transition plan including all efforts for transfer/assignment of service contracts for uninterrupted continuation of services contemplated under this Agreement.

8. In the event of commencement of liquidation or winding-up (whether voluntary or compulsory or subject of a court order for its winding up) of the vendor or appointment of a receiver or manager of any of the vendor's assets and/or insolvency of the vendor.

9. Distress, execution, or other legal process being levied on or upon any of the vendor's goods and / or assets.

10. If the vendor shall assign or attempt to assign his interest or any part thereof in the contract. Bank will not pay any additional amount after surrendering.

11. The quality of Services given by the Bidder/ vendor & progress of the project will be reviewed monthly and if the services are not found satisfactory, the Bank reserves the right to terminate the contract by giving thirty (30) days' notice to the Bidder/ vendor, including fifteen (15) days curing period. The decision of the Bank regarding quality of services shall be final and binding on the Bidder/ vendor.

    Notwithstanding above, in case of change of statutory laws which affect the main objective of this Agreement, Bank reserve the right to terminate this Agreement or any subsequent amendment and / or any particular order, in whole or in part by giving Bidder/ vendor at least thirty (30) days' prior notice in writing.
    The Bidder/ vendor understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same from the Bidder/ vendor for the tenure of this contract and subsequent Agreement. The Parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of this Agreement and subsequent agreement for any reason whatsoever would be a process over a period of six (6) months, after the completion of the notice period of 30 days. During this period, the Bidder/ vendor shall continue to provide the Deliverables and the services in accordance with this Agreement and subsequent amendment and shall maintain the agreed Service levels. Immediately upon the date of expiration or termination of this Agreement, if any, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.
    Without prejudice to the rights of the Parties, upon termination or expiry of this Agreement or subsequent amendment, if any, Bank shall pay to Bidder/ vendor, within thirty (30) days of such termination or expiry, of the following:
    a. All the undisputed fees outstanding till the date of termination or upon the termination or expiry of subsequent Agreement.
    b. The rights granted to Bidder/ vendor shall immediately terminate.
    The Bank will provide the Bidder/ vendor a remedy period of thirty (30) days to rectify a material default. The Bank will provide in writing the nature of the default to the Bidder/ vendor through a letter or mail correspondence. The thirty (30) days time period shall commence from the day the Bank have sent such correspondence to the Bidder/ vendor.

12. In case of termination of contract, the Bank shall immediately take possession and control of all documents, record of transactions, information and assets and also reserves its right to destroy the data, hardware and all records (digital and physical) relevant to the service being provided by the Bidder. The Bank reserves the right to purge Banks information from Bidder's access.

13. The bidder shall, in case of termination of contract, ensure all data, information, processes, logs, etc. complete in all respects are ported in a secure transition to the Bank.

14. The bidder shall, in case of termination of contract, ensure all data, information, processes, logs, etc. complete in all respects are ported in a secure transition to the Bank.

15. The quality of Services given by the Bidder/ vendor & progress of the project will be reviewed monthly and if the services are not found satisfactory, the Bank reserves the right to terminate the contract by giving thirty (30) days' notice to the Bidder/ vendor, including fifteen (15) days curing period. The decision of the Bank regarding quality of services shall be final and binding on the Bidder/ vendor.

8.2 Notice for Default:

As soon as a breach of contract is noticed, a show-cause ‘Notice of Default’ shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

8.3 Limitation of Liability

Except in cases of fraud, gross negligence or wilful misconduct, Vendor’s aggregate liability whether arising under the contract, in tort or otherwise, shall be limited to a maximum of the Agreement value. However, in the following circumstances, limitation of liability shall not apply, and the Vendor shall be liable for amount of cost, damages, compensation, penalty etc. suffered by the Bank: -

1. any obligation or claim arising out of or in connection with third-party Intellectual Property Rights (IPR)Infringement.
2. Liability of the Bidder/Vendor in case of fraud, gross negligence or wilful misconduct attributable to the Bidder/Vendor while providing services under this RFP/ SLA.
3. Breach of the confidentiality data privacy or information security obligations by the Successful Bidder;
4. For any other breach caused due to the non-performance of the obligations of the Successful Bidder under the agreement aggregate liability of successful Bidder/Vendor under the contract shall be limited to a maximum of TCO VALUE where the issue is resolved amicably without intervention of court/arbitration.

This clause shall not limit any liability of successful Bidder/Vendor determined by any judicial/ quasi-judicial authorities or Government’s directions.

Neither party shall be liable to the other for any indirect, incidental, consequential, special, exemplary or punitive damages arising out of or in connection with this Agreement.

8.4 Closure of Contract

8.4.1 No Claim Certificate and Release of Contract Securities

After mutual reconciliations of outstanding payments and assets on either side, the contractor shall submit a 'No-claim certificate' to the Bank requesting the release of its contractual securities, if any. The Bank shall release the contractual securities without any interest if no outstanding obligation, asset, or payments are due from the contractor. The contractor shall not be entitled to make any claim whatsoever against the Bank under or arising out of this Contract, nor shall the Bank entertain or consider any such claim, if made by the contractor, after he shall have signed a "No Claim" Certificate in favour of the Bank. The Contractor shall be debarred from disputing the correctness of the items covered by the "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

8.4.2 Closure of Contract

The contract shall stand closed upon

1) successful performance of all obligations by both parties, including completion of warrantee obligations and final payment.
2) termination and settlements after that, if any, as per clause above.

9. Code of Integrity in Public Procurement; Misdemeanors and Penalties

9.1 Code of Integrity

Procuring authorities as well as bidders, suppliers, contractors, and consultants - should observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

"Corrupt practice" - making offer, solicitation or acceptance of a bribe, reward or gift or any material benefit, in exchange for an unfair advantage in the Tender Process or to otherwise influence the Tender Process;

"Fraudulent practice" - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in a tender process or to secure a contract or in the execution of the contract;

"Anti-competitive practice" - any collusion, bid-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness, and the progress of the Tender Process or to establish bid prices at artificial, non-competitive levels;

"Coercive practice" - harming or threatening to harm persons or their property to influence their participation in the Tender Process or affect the execution of a contract;

"Conflict of interest" –participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if their personnel have a relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the Tender Process or for personal gain;

"Obstructive practice" - materially impede procuring entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity's rights of audit or access to information;

9.2 Obligations for Proactive Disclosures:

Procuring authorities, bidders, suppliers, contractors, and consultants are obliged under this Code of Integrity to *suo-moto* proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any Tender Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity.

Any bidder must declare, whether asked or not in a bid-document, any previous transgressions of such code of integrity during the last three years or of being under any category of debarment by the Central Government or by the Ministry/ Department of the Procuring Organisation from participation in Tender Processes. Failure to do so shall amount to a violation of this code of integrity.

9.3 Misdemeanours and Penalties

The following shall be considered misdemeanours - if a bidder/ contractor either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

1) violates the code of Integrity mentioned in this tender or the Integrity Pact if included in the Tender/ Contract;

2) has been convicted of an offence:

a) under the Prevention of Corruption Act, 1988; or

b) the Indian Penal Code or any other law for the time being in force for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.

3) It is determined by the Government of India to have doubtful loyalty to the country or national security consideration.

4) Employs a government servant, who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt government servants or employs a government officer within one year of his retirement, who has had business dealings with him in an official capacity before retirement.

9.4 Penalties for Misdemeanours

Without prejudice to and in addition to the rights of the Procuring Entity to other remedies as per the Tender-documents or the contract, If the Procuring Entity concludes that a (prospective) bidder/ contractor directly or through an agent has violated this code of integrity or committed a misdemeanour in competing for the tender or in executing a contract, the Procuring Entity shall be entitled. It shall be lawful on his part to take appropriate measures, including the following:

9.4.1 if his bids are under consideration in any procurement

1) Enforcement of Bid Securing Declaration in lieu of forfeiture or encashment of Bid Security.
2) calling off of any pre-contract negotiations, and;

3) rejection and exclusion of Bidder from the Tender Process

9.4.2 if a contract has already been awarded

1) Termination of Contract for Default and availing all remedies prescribed thereunder;
2) Encashment and/ or Forfeiture of any contractual security or bond relating to the procurement;
3) Recovery of payments including advance payments, if any, made by the Procuring Entity along with interest thereon at the prevailing rate (MIBID - Mumbai Interbank Bid Rate);

9.4.3 Remedies in addition to the above:

In addition to the above penalties, the Procuring Entity shall be entitled, and it shall be lawful on his part to:

1) File information against Bidder or any of its successors, with the Competition Commission of India for further processing, in case of anti-competitive practices;
2) Initiate proceedings in a court of law against Bidder or any of its successors, under the Prevention of Corruption Act, 1988 or the Indian Penal Code or any other law for transgression not addressable by other remedies listed in this sub-clause.
3) Remove Bidder or any of its successors from the list of registered suppliers for a period not exceeding two years. Suppliers removed from the list of registered vendors or their related entities may be allowed to apply afresh for registration after the expiry of the period of removal.
4) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.
5) Debar a bidder/ contractor from participation in future procurements as follows:
    a. A Ministry/ Department may debar a bidder or any of its successors from participating in any Tender Process undertaken by all its procuring entities for a period not exceeding two years commencing from the date of debarment for misdemeanours listed in this tender) above. The Ministry/Department shall maintain such a list which shall also be displayed on their website.

    b. Central Government may debar a bidder or any of its successors from participating in any Tender Process undertaken by all its procuring entities for a period not exceeding three years commencing from the date of debarment for misdemeanours listed above. Central Public Procurement Portal (CPPP) shall publish a list of such centrally debarred bidders.

5. Section V: Schedule of Requirements

5.1 Purpose of the Project

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Punjab national Bank (“the Bank”) to finalize a vendor for supply of Copier paper (75 GSM) with a staggered order period for 6 months. The RFP document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document.

5.2 Scope of Work

1. Description & Quantity of 75 GSM copier paper - A4 size

Sl. No.	Particulars	Total Quantity
1	75 GSM A4 size copier paper	36,000 Reams (+25%)

2. Specifications for 75 GSM copier paper - A4 size

The bidder/authorised distributor will supply the material of the brand of which they have the distributorship, with following specifications:

Job	Procurement of 36,000 Reams (+25%) 75 GSM copier paper (A4 size)
Grammage	75 GSM
Brightness	minimum 85
opacity	minimum 88
Cobb test	both sides g/m^2 -max 30
Smoothness	maximum 300 for both sides (Bendtsen) in ml/min

Specifications mentioned above are completely based on the quality requirement and BIS standards.

The paper should not contain back dots/specks/ink residues/dust/paper particles produced during cutting of sheets.

Paper Shall be of uniform evenly finished and generally free from specks, holes and other blemishes

Paper should not be manufactured from recycle material/content and the date of manufacturing should not be earlier than **01.06.2026**.

After award of contract:

The samples containing minimum 30 sheets of A4 size duly signed and stamped by the supplier with model, make and GSM mentioned should be submitted to Bank for approval. The samples should also be accompanied by test report.

Difference in quality of supplied paper from approved sample or non-submission of security deposit by the bidder can result in blacklisting of bidder/termination of contract/forfeiture of EMD/security deposit or all.

An affirmation to the adherence of specifications shall be provided by the bidder as per Annexure -15 of this document.

5.3 Timelines and delivery schedule

Delivery of total quantity is to be made in two lots (18,000 reams in each lot) at a gap of 6 months. first lot to be delivered within 14 days after approval of samples. If Bank decided to order supply of second lot prior to 6 months, an intimation in this regard will be given to the bidder well before 21 days of delivery.

No loading /unloading charges are payable by the bank. Delivery of copier paper will be made at premises of HO**:** PSD Noida (C-13, sector-1, Noida, UP) or at the location of Bank but within DELHI/NCR. Lot wise detail of the supply should be submitted along with each supply.

Paper supplied must conform to our technical specifications/ criteria as mentioned in this bid document.

The samples (duly signed and stamped by the supplier with model, make and GSM) will be provided by the successful bidder within 7 days from the date of purchase order. Final delivery of first and second lot will be delivered within 14 days from the date of approval of sample. In case, final delivery is done after 14 days from the date of approval of sample, penalty will be levied as per Liquidated damages clause of this document.

5.4 Penalties

5.4.1 Delay In Delivery:

As per liquidated damages section.

5.4.2 Penalty for quality of Copier paper

In case, paper supplied by the supplier/suppliers does not conform to technical specifications of paper prescribed by the bank, penalty shall be imposed for each negative/ adverse deviation beyond the allowable variation, as mentioned here under:

Parameter	Adverse Variation Beyond Allowed Limit	Penalty
GSM	Any adverse variation beyond allowable limit of (-) 2.5 % is not acceptable	Rejection of material.
Any other parameter (s)	Up to (-) 1.5%	**2% of** value of the quantity of that particular dispatched lot for each parameter
	More than (-) 1.5% but up to (-) 3%	**3% of** value of the quantity of that particular dispatched lot for each parameter.

	More than (-) 3%	**5% of** value of the quantity of that particular dispatched lot for each parameter + rejection of material and/or debar from participating in next one tendering process/one year, as decided by the Bank

In case the supplied material found made from recycled material, the entire supply will be rejected. The bidder shall be allowed one chance to resupply the paper and if it is also found made from recycled material, the contract will be terminated, and action will be taken against the bidder for blacklisting/debarment without any correspondence in this regard.

The penalty would be deducted for each parameter separately. The decision of the bank regarding quality of services shall be final and binding on the bidder.

In case, it is found at a later stage that the supplies have defects such as torn sheet, uneven surface, moisturized paper, uneven size/cutting or fluff, dust particles, paper particles produced during cutting of sheets etc., the supplier shall have to replace the material/ paper at their own cost with a minimum penalty amount of ₹15,000/- or a maximum up to 5 times the cost of defective paper, as decided by the bank, by way of reimbursement or deduction from supplier’s security/bills etc.

5.5 Recovery of Penalty

The penalty will be recovered from either performance security or will be recovered from any subsequent payment due against invoice raise by the bidder, if any.

Note: Bank has the right to recover penalty amount from any dues that may be payable to the vendor under any previous contract with the Bank under the right of set off.

In case the bidder refuses to accept / execute the order, Bank has the right to recover the penalty amount from EMD/PBG as well as any amount payable to the bidder. If required, Bank may also take action against the bidder and blacklist/debar them without any correspondence in this regard.

5.6 Schedule of Payment & Payment terms:

After delivery 90% payment shall be released on the basis of certificate and test report of the mill to this effect and balance 10% payment shall be released subject to satisfactory test report of the paper from reputed test centers/labs. The paper test will be done by Bank from Govt. Testing Labs.

Bank generally makes payment of bills within 15 days from the date of receipt of proper invoice/e-way bill with all related documents, if otherwise in order. In case of delay, no interest on the invoice is payable. Payment will be made to the account of supplier in Indian Rupees only through RTGS/NEFT. The payment shall be made after deduction of TDS, etc. as applicable. The above payment mechanism may be further elaborated /modified/refined as per banks requirement. In any case, advance payment shall not be made by the bank.

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

The bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government Levies or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during the contract period.

The Bank shall deduct appropriate Tax as applicable at source from the payment against the services and corresponding TDS certificate will be issued at the end of the respective quarter.

Further, the above payments will be released only after submission of PBG and signing of SLA (including Do & Don’t), and NDA by Successful Bidder.

6. Section VI: Qualification Criteria

Annexure 1 – Eligibility Criteria
(To be submitted on Bidder's letterhead)

To
The Asst. General Manager
4th Floor, Centralised Procurement and Partnership Division
Punjab National Bank
5, Sansad Marg, New Delhi 110 001

Ref: RFP for Procurement of 36,000 Reams- 75 GSM Copier Paper- A4 size through GeM Portal

Dear Sir,
We confirm our Compliance of below Eligibility Criteria given in RFP:

Sr. no.	Eligibility Criteria	Documents to be Submitted
1.	The bidder should be registered as a company in India as per Companies Act 1956/ 2013 OR Partnership Bidder registered under LLP Act, 2008 OR Partnership firm registered under the Partnership Act, 1932 operating since last 5 years as on the last date of Bid Submission date of RFP. Group of entities forming a joint entity for purpose of this RFP / JVs / Consortiums are not eligible for this RFP.	Copy of the certificate of incorporation issued by The Registrar of Companies/ registered Partnership Deed along with list of partners.
2.	The bidder (manufacturer or authorised distributor) should have supplied similar job (with same or higher specifications as mentioned in scope of work) to Public Sector Banks/ Public Sector Undertakings/ private Organizations regularly for last 3 years i.e., for FY 2022-23, 2023-24 and FY 2024-25 In case of supply to private organization, bidder have to submit invoice, payment proof and TDS certificate.	Bidder have to submit undertaking along with Performance certificate from client side to be provided as per Annexure 5. OR Purchase/Work Order/ Agreement along with email from the client containing all the required information as per Annexure 5. Kindly note that that Client's Email should be from their official Email IDs only, containing their name, designation & Mobile number. OR Copy of Purchase/ Work Order/Agreement along with Execution Certificate containing

Sr. no.	Eligibility Criteria	Documents to be Submitted
		the required information signed & stamped by the Client along with their email and Mobile No. OR Purchase order/agreement along with any other proof of execution/ implementation to the satisfaction of Bank which includes invoice along with payment proof. Certificate from the institution's concerned division relating to satisfactory performance, quantum of work done in specified year.
3.	"The bidder should have successfully supplied 24,000 reams of copier paper (with same or higher specification as mentioned in scope of work) to Public Sector Banks/ Public Sector Undertakings/ private Organizations in at least one of the last five years as on last date of bid submission under single contract. In case of supply to private organization, bidder have to submit invoice, payment proof and TDS certificate."	**"If paper mill is participating**- self certified Annual production capacity certificate from the authorized signatory of the paper mill Or **If authorised distributer is participating-** certificates regarding previous completed orders from the buyer organisation/ Purchase/Work Order/ Agreement along with email from the buyer. Or Purchase order/agreement along with any other proof of execution/ implementation to the satisfaction of Bank which includes invoice along with payment proof."
4.	The Bidder should have minimum average annual turnover of ₹30 lakhs for three financial years i.e., FY 2022-23, FY 2023-2024 and FY 2024-25. This must be individual firm/ company turnover and not of any group of firms/ companies. **For MSE/Startup bidders**:	Provide CA Certificate as per **Annexure- 6** and Audited Financial statements (Balance sheet and Profit & Loss statement) for three (3) Financial years -FY 2022-23, 2023-24, 2024-25. The CA certificate provided in this regard should be without any riders or qualification. For Registered **MSE/Startup relaxation** in terms of prior turnover, Bidder should

Sr. no.	Eligibility Criteria	Documents to be Submitted
	Bidder should have minimum average annual turnover of ₹22 Lakhs for three financial years i.e. FY 2022-23, FY 2023-2024 and FY 2024-25. The net worth of the Bidder should not be negative on the last date of latest financial year for which turnover documents are submitted. Also, the net worth should have **not** eroded by more than 30% in those three consecutive financial years for which turnover documents are submitted.	• Be only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD and give specific confirmation through undertaking on Letterhead to this effect at the time of bid submission. • Claim EMD exemption. • Credentials should be verifiable online through Udyam Registration website of Ministry of MSME as per the supporting documents uploaded during bidding process
5.	The bidder should not be involved in any litigation which threatens the solvency of company.	Certificate is to be provided by the chartered accountant /statutory auditor, as per **Annexure- 2.**
6.	**Bidder** to provide undertaking and confirmation as per Annexure 3A **OR** **OEM(s)** to provide undertaking and confirmation as per Annexure 3B	Certificate is to be provided by Bidder on their Letterhead as per **Annexure- 3A.** **Or** Certificate is to be provided by respective OEM(s) on their Letterhead as per **Annexure- 3B.**

NOTE:

In case any purchase order has been issued to the bidder by the Bank in respect of any other project/product and the same has not been delivered/executed even after the prescribed time period and is pending for execution as on date of bid, the bid of the respective bidder is liable for rejection.

1. Bidder should submit detailed response along with documentary proof for all of the above eligibility criteria. The eligibility will be evaluated based on the bid and the supporting documents submitted. Bids not meeting the above eligibility criteria will be rejected.
2. Evaluation will be done by Bank's Tender evaluation committee, and the decision of the committee will be final.
3. Terms and Conditions stipulated in ATC will supersede those in GTC in case of any conflicting provisions.
4. Bidders to submit relevant documentary evidence for all parameters mentioned.
5. Providing any wrong information by the bidder will result in disqualification of the bidder. The Bank may cross check above parameters by any means / during site visit.
6. All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/third party.

7. **Integrity pact and Bank Guarantee/Insurance surety Bond, if any, should be submitted in Original also. Non-receipt of Original Integrity Pact or Bank Guarantee/Insurance Surety Bond may result in disqualification of the Bid**.
8. All third-party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident. The document providing the authorization of the signatory should be submitted to the Bank for all parties.
9. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the genuineness/authenticity of any third-party document may make the bid liable for rejection.
10. Usage of credentials of original/parent entity by demerged entities (by virtue of corporate restricting exercise, etc.) shall be allowed as per extant government guidelines.

Date: _______________
Place: ______________
Signature of Authorized Signatory
Name of Signatory:
Seal of the Organization:

7. SECTION VII: BIDDING FORMS/ANNEXURES

Annexure 2 - Litigation Certificate
(To be provided by Statutory Auditor/Chartered Accountant on their Letterhead)

REG.: RFP for Supply of 36,000 Reams- 75 GSM Copier Paper- A4 size through GeM Portal GeM Bid No: GEM/B/2026/ .

This is to certify that M/s___________________________, a company incorporated under the Companies Act-1956 / Companies Act-2013/Partnership Bidder registered under LLP Act-2008/ Partnership firm registered under the Partnership Act, 1932 with its headquarters at, ____ is not involved in any litigation which threatens solvency of the company.

Date: ___________
Place: ___________

Signature of CA/Statutory Auditor
Signature of Authorized Signatory
Name of Signatory:
Designation:
Email ID:
Contact No:
Seal of Company:
UDIN No:

Annexure 3A – Undertaking from the Bidder/Authorised distributor
(To be submitted on Bidder's letterhead)
To
The Asst. General Manager
4th Floor, Centralised Procurement and Partnership Division
Punjab National Bank
5, Sansad Marg, New Delhi 110001
Sir
REG.: RFP for Supply of 36,000 Reams- 75 GSM Copier Paper- A4 size through GeM Portal GeM Bid No: GEM/B/2026/

We submit our Bid Documents herewith **for GeM Bid No: GEM/B/2026/**
We M/s___________________________, a company incorporated under the Companies Act-1956/ Companies Act-2013/ Partnership Bidder registered under LLP Act 2008/ Partnership firm registered under the Partnership Act, 1932 with its headquarters at, ____ understand and confirm that:

1. We confirm that we have all necessary licenses, permissions, No Objections, Approvals as required under the law for carrying out our business. We have valid GSTN and other applicable tax, registration certificates, PAN etc as applicable for rendering our services as per the requirement of the Bank.

2. The Bank is not bound to accept the lowest or any bid received, and Bank may reject all or any bid.

3. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form. Till such a formal contract is prepared and executed, this bid shall constitute a binding contract between us and the Bank.

4. If our bid is accepted, we are responsible for the due performance of the contract.

5. The Bank may accept or entrust the entire work to one Bidder or divide the work to more than one bidder without assigning any reason or giving any explanation whatsoever.

6. We have not been neither been blacklisted nor debarred nor banned by any Government, Government agency, Banks, Financial Institutions, PSUs in India during the last 3 years from the date of bid submission.

7. **Terms & Conditions:** We hereby undertake and agree to abide by all the terms and conditions including all annexures, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of our bid).
   We understand & agree that in event of being successful in the bid and being empanelled, we shall comply to the terms & conditions of RFP in future and shall not attempt to get the same changed from Bank later on in process of empanelment, contract signing, and extension of contract and / or subsequent purchase order/s from Bank. We understand and agree that such attempts and noncompliance to RFP terms may lead to cancellation of our agreement

and suitable penal action may be taken by Bank against us including invoking the EMD and/ or PBG and black- listing.

Scope of work and/ Technical Specifications: We certify that the systems/services offered by us for this tender, conform to the Scope of work and technical specifications stipulated by you for the aforementioned services. (Any deviation may result in disqualification of our bid).

RFP, Clarifications & subsequent Corrigendum/s, if Any: We hereby undertake that we have gone through RFP, clarifications & Corrigendum/s issued by Bank and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of our bid)

8. We have participated in the captioned RFP and hereby undertake that we have read the clauses stated in the Office Memorandum issued by Ministry of Finance, Government of India on the Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 dated 23 July 2020 and amendments & clarifications hereto regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

   We certify that: *(strike out whichever is not applicable)*
   1. We and our OEM(s) are not from such a country.

   OR

   2. We and/or our OEM(s) are from such a country and has been registered with the Competent Authority and we and our OEM will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.(Relevant documents to be enclosed)

   We have read also read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (TOT) arrangement and we certify that: *(strike out whichever is not applicable).*
   i. We and our OEM(s) does not have any TOT arrangement requiring registration with the competent authority

   OR

   ii. We and/or our OEM(s) have TOT arrangement and have valid registration to participate in this procurement. (Relevant documents to be enclosed)

   We hereby certify that we fulfil all requirements in this regard and is eligible to be considered for this procurement.
   If at any time our undertaking is found false or non-compliant with the above order of the Ministry of Finance, Bank may immediately terminate the contract and may take legal action in accordance with the law.
   We have enclosed the relevant approvals from the Competent Authority in this regard.

9. We do hereby undertake that we are solely liable and responsible for compliance of applicable Labour Laws and other rules regulations and ordinances applicable in respect of our employee, agents, representatives and sub-contractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provident fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the Bank shall have no liability in this regard. We also agree and undertake that during the entire period of RFP process and also during the entire period of the contract/SLA we will not employ or engage any personnel / individual below the Minimum Wages fixed by

appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948 and other laws as applicable.

10. We do hereby confirm that we and/or our subsidiaries/affiliates have not been engaged with Punjab National Bank for any consultancy services related to the preparation or implementation of this project.

11. The escalation matrix of our organization are as follows:

Sl. No.	Escalation Level	Name	Designation	Contact No.	Email ID
1	**Escalation Level 1**				
2	**Escalation Level 2**				
3	**Escalation Level 3**				
4	**Escalation Level 4**				
5	**Escalation Level 5**				

In case of change in any of the officials above throughout the currency of the contract, we shall submit the escalation matrix afresh.

12. We, hereby confirm that we will honor the Bids placed by us during the auction process, failing which we shall forfeit the EMD. We also understand that the Bank may debar us from participating in future tenders.

13. We also undertake to submit the Non-Disclosure Agreement as per **Annexure 9** of this RFP if we are selected as the successful vendor, whenever sought by the Bank.

14. We also undertake that any modification of the content of any of the Annexure(s) may result in the disqualification of our Bid

15. We also undertake to submit the Information of the Bidder Company as per **Annexure 12** of this RFP if we are selected as the successful vendor, whenever sought by the Bank.

16. The following are the details of Share Holding structure of our Company and our Parent Company:

Bidder Name:
Registered Address of the Bidder:

Shareholding structure of the Bidder as on 31.03.2026		
Name of holding Company and/or Individual (whichever is applicable)	**%age of shares held**	**Registered Address of the share holding company and/or Individual (whichever is applicable)**

Bidder's Parent Company / Owner/Beneficial Owner Name:
Registered Address of the Bidder's Parent Company:

Shareholding structure of the Bidder's Parent Company as on 31.03.2026		
%age of shares held	Name of holding Company and/or Individual (whichever is applicable)	Registered Address of the share holding company and/or Individual (whichever is applicable)

17. Directors of the Company as on date -dd/mm/yyyy:

Sl No.	Name of the Director	Designation

18. We further declare that none of our subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners is not owned by any Director or Employee of Punjab national Bank.

19. In full compliance with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, Revised Order dated 19.07.2024, and applicable Make in India policies and its amendments thereto, We M/s ____________________hereby submit the following information for our Tender No: GEM/B/___________ dated_______, and we confirm that we qualify as Class I Local Supplier. Details of the MII Calculation is provided in the Table Below:

Local content = (Sale price - Value of imported content) * 100/ Sale price

Total Local content = ((Sale price of "X1" - Value of imported content in "X1") + (Sale price of "X2" - Value of imported content in "X2") +…+ (Sale price of "Xn" - Value of imported content in "Xn")) * 100/ (Sale price of "X1" + Sale price of "X2" + …+Sale price of "Xn")
Where, "Sale price" means price excluding net domestic indirect taxes and "Value of imported content" means price of imported content inclusive of all customs duties.

Note: The cost of transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC, etc. will not be considered for calculating local content in any item

Sr. No.	Products Offered	Make and Model	Place of Value Addition in India (Complete Address)	MII% (A)
1.	Copier paper			

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

ii. We have submitted the details indicating total cost value of inputs used, total cost of inputs which are locally sourced and cost of inputs which are imported, directly or indirectly with the commercial proposal.

20. **Mandatory document(s) to be submitted:** In case of company, a certified copy of the latest Board Resolution in favour of Authorized Person(s) with signature duly authorized by the Company Secretary/ Director along with validity of the authorization is to be submitted.
In case the authorized person delegates authority to another person of the company, if there is specific clause permitting sub delegation, then Power of Attorney preferably in original (executed on stamp paper of appropriate value) with bid reference, showing that the signatory has been duly authorized to sign the Bid documents, Contracts, Agreements with the Bank on behalf of the company is to be submitted. In case of other than company, equivalent documents of Board Resolution and Power of Attorney, if applicable as per above, is to be submitted.

Date: __________
Place: _________
Yours faithfully

Signature of Authorized Signatory
Name of Signatory:
Seal of the Organization:

Annexure 3B – Declaration from the OEM

(To be provided on the Letter head of the respective OEM duly signed & stamped by their Authorized Signatory)

To
The Asst. General Manager
4th Floor, Centralised Procurement and Partnership Division
Punjab National Bank
5, Sansad Marg, New Delhi 110 001

Sir

Reg.: RFP for Supply of 36,000 Reams- 75 GSM Copier Paper- A4 size through GeM Portal
GeM Bid No: GEM/B/2026/_____

We M/s___________________________, a company/Organization/Others incorporated ______________________(relevant Act) with its headquarters at, ____ understand and confirm that:

1. We have not been neither been blacklisted nor debarred nor banned by any Government, Government agency, Bank, Financial Institution, PSU in India during the last 3 years from the date of bid submission

2. We have participated in the captioned RFP and hereby undertake that we have read the clauses stated in the Office Memorandum issued by Ministry of Finance, Government of India on the Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 dated 23 July 2020 and amendments & clarifications hereto regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

   We certify that: *(strike out whichever is not applicable)*
   i. We are not from such a country.

   OR

   ii. We are from such a country and has been registered with the Competent Authority and we will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.(Relevant documents to be enclosed)

   We have read also read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (TOT) arrangement and we certify that: *(strike out whichever is not applicable).*
   i. We and our OEM(s) does not have any TOT arrangement requiring registration with the competent authority

   OR

   ii. We and/or our OEM(s) have TOT arrangement and have valid registration to participate in this procurement. (Relevant documents to be enclosed)

We hereby certify that we fulfil all requirements in this regard and is eligible to be considered for this procurement.
If at any time our undertaking is found false or non-compliant with the above order of the Ministry of Finance, Bank may immediately terminate the contract and may take legal action in accordance with the law.
We have enclosed the relevant approvals from the Competent Authority in this regard.

3. In full compliance with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, Revised Order dated 19.07.2024, and applicable Make in India policies and its amendments thereto, We M/s ____________________hereby submit the following information for our Tender No: GEM/B/___________ dated_______, and we confirm that we qualify as Class I Local Supplier. Details of the MII Calculation is provided in the Table Below:

   Local content = (Sale price - Value of imported content) * 100/ Sale price

   Total Local content = ((Sale price of "X1" - Value of imported content in "X1") + (Sale price of "X2" - Value of imported content in "X2") +…+ (Sale price of "Xn" - Value of imported content in "Xn")) * 100/ (Sale price of "X1" + Sale price of "X2" + …+Sale price of "Xn")
   Where, "Sale price" means price excluding net domestic indirect taxes and "Value of imported content" means price of imported content inclusive of all customs duties.

   Note: The cost of transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC, etc. will not be considered for calculating local content in any item

Sr. No.	Products Offered	Make and Model	Place of Value Addition in India (Complete Address)	MII% (A)
2.	Copier paper			

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

iv. We have submitted the details indicating total cost value of inputs used, total cost of inputs which are locally sourced and cost of inputs which are imported, directly or indirectly with the commercial proposal.

4. **Mandatory document(s) to be submitted:** In case of company, a certified copy of the latest Board Resolution in favour of Authorized Person(s) with signature duly authorized by the Company Secretary/ Director along with validity of the authorization is to be submitted.
   In case the authorized person delegates authority to another person of the company, if there is specific clause permitting sub delegation, then Power of Attorney preferably in original (executed on stamp paper of appropriate value) with bid reference, showing that the signatory has been duly authorized to sign the Bid documents, Contracts, Agreements with the Bank on behalf of the company is to be submitted. In case of other than company, equivalent

documents of Board Resolution and Power of Attorney, if applicable as per above, is to be submitted.

However, if OEM is unable to submit the above documents, OEM may submit **Annexure 13** in its place.

Date: __________
Place: _________
Yours faithfully

Signature of Authorized Signatory
Name of Signatory:
Seal of the Organization:

Annexure 4 – Bidder's Information

(To be submitted on Bidder's letterhead)

REG.: RFP for Supply of 36,000 Reams- 75 GSM Copier Paper- A4 size through GeM Portal GeM Bid No: GEM/B/2026/ .

S.N.	Information	Particulars / Response
1.	Company/Partnership/LLP Name	
2.	Identification Number (CIN/LLPIN, etc.)	
3.	Constitution	
4.	Date of Incorporation	
5.	Head Office Address	
6.	Registered Office address	
7.	GST No.	
8.	PAN No.	
9.	ESIC Number	(valid certificate to be attached, if applicable)
10.	EPF Registration Certificate Number	(valid certificate to be attached, if applicable)
11.	Registration Declaration of ownership under the Indian Registration Act 1908	(valid certificate to be attached, if applicable)
12.	Labour License	(valid certificate to be attached, if applicable)
13.	Whether MSE (quote registration no. and date of registration, copy to be attached)	
14.	Bank Account Detail: Account Number, Account Name, IFSC, Bank Name	Account Number: Account Name: IFSC: Bank Name:
15.	Name, Designation, Tel. No/Mobile, E-Mail of the authorized signatory submitting the RFP (Please enclose the copy of board resolution)	Name: Designation: E-Mail ID: Contact: Other details:
16.	Specimen signature of authorized signatory	
17.	Full Specimen signature of authorized signatory	
18.	Contact person's name, address, telephone number/ mobile number, E-Mail ID. (give at least 2 contact person's details other than that of authorized signatory)	**Contact Person 1:** Name: Address: Telephone:/Mobile No.: E-Mail ID: **Contact Person 2:** Name:

		Address: Telephone:/Mobile No.: E-Mail ID:
19.	Details of Service Support Centre in Delhi/NCR and Mumbai	Complete Address: No. of Support Engineers: Contact Person (Name & No.): Email ID:

Date: ___________
Place: ___________

Signature of Authorized Signatory
Name of Signatory:
Seal of the Organization:

Annexure 5 – Performance Certificate

(To be provided on letter head of the issuing client)

To
The Asst. General Manager
4th Floor, Centralised Procurement and Partnership Division
Punjab National Bank
5, Sansad Marg, New Delhi 110 001

Sir,
REG.: RFP for Supply of 36,000 Reams- 75 GSM Copier Paper- A4 size through GeM Portal GeM Bid No: GEM/B/2026/ .

This is to certify that M/s ___________________ has provided following product in our organization.

Name of product Offered	Quantity of goods	Financial Year/Date when supplied

(strike-off whichever is not applicable)

The product provided by the M/s ____________________ and the services supplied by them are satisfactory and as per the requirement of our organization.

The certificate has been issued on the specific request of the company.

Date: ___________
Place: ___________
Signature of Authorized Signatory
Name of Signatory:
Designation:
Email ID:
Contact No:

Annexure 6 – Turnover Certificate

(To be provided by Statutory Auditor/Chartered Accountant on their Letterhead)

<u>REG.: RFP for Supply of 36,000 Reams- 75 GSM Copier Paper- A4 size through GeM Portal</u>
GeM Bid No: GEM/B/2026/

This is to certify that M/s____________________________, a company incorporated under the Companies Act-1956 / Companies Act-2013/ Partnership Bidder registered under LLP Act-2008/ Partnership firm registered under the Partnership Act, 1932 with its headquarters at, ____ has the following Turnover, Net Profit/Loss and Net worth. This information is based on the Audited Financial Statements for FY20__-__, FY20__-__ and FY20__-

Financial Year	Annual Turnover (in Rs.)	Net Profit/Loss (in Rs.)	Net Worth (in Rs.)
2022-23			
2023-24			
2024-25			

Date: ____________
Place: ____________
Note: Only Bidder Company's / Firm's figures need to be mentioned from its operations. (Not to include subsidiary, consortium, affiliate or group entities figures)

Signature of CA/Statutory Auditor
Name of CA/Statutory Auditor:
Designation:
Email ID:
Mobile/Telephone No:
Seal of Company:
UDIN No: (Online UDIN should mention the financial figures as per the table above)

Annexure 7 – Performa for Integrity Pact (DELETED)

Annexure 8A – Performa for the Bank Guarantee (for EMD)
(To be stamped in accordance with stamp act)

Ref: Bank Guarantee:
Date
To
The Asst. General Manager
4th Floor, Centralised Procurement and Partnership Division
Punjab National Bank
5, Sansad Marg, New Delhi 110 001

Dear Sir,
In accordance with your bid reference no. **GeM Bid No: GEM/B/2026/** Dated ______ M/s________ ______having its registered office at __________herein after Called 'bidder') wish to participate in the said bid for tender of "RFP for____" for PNB.
An irrevocable Bank Guarantee (issued by a nationalized / scheduled commercial Bank) against Earnest Money Deposit amounting to Rs. ___________ Rupees (in words____________) valid up to ____________ is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the bid document.
M/s____________________________________ having its registered office at___________________________ has undertaken in pursuance of their offer to Punjab National Bank (hereinafter called as the beneficiary) dated ___________ has expressed its intention to participate in the said bid and in terms thereof has approached us and requested us_____________________________ (Name of Bank)_________________________ (Address of Bank) to issue an irrevocable Bank Guarantee against Earnest Money Deposit (EMD) amounting to Rs. /- Rupees (in words___________) valid up to _____________.
We, the _____________________________ (Name of Bank) __________________________(Address of Bank) having our Head office at _________________ therefore Guarantee and undertake to pay immediately on first written demand by Punjab National Bank, the amount Rs.___________ Rupees (in words______________) without any reservation, protest, demur and recourse in case the bidder fails to Comply with any condition of the bid or any violation against the terms of the bid, Without the beneficiary needing to prove or demonstrate reasons for its such demand. Any Such demand made by said beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.
This guarantee shall be irrevocable and shall remain valid up to . If any further extension of this Guarantee is required, the same shall be extended to such required period on receiving instructions in writing, from ____________________, on whose behalf guarantee is issued.

"Not withstanding anything contained herein above, Our liability under this guarantee shall not exceed Rs ___________ Rupees (in words___________). This Bank guarantee shall be valid up to________________(being the date of expiry of the Guarantee)(validity period)

. Further, a claim period of ……days after validity period (claim period) is available to you to make a demand under the Bank Guarantee, in respect of a cause of action which has arisen during the validity period only;
We are liable to pay the guaranteed amount or any part thereof under this Bank guarantee only if you serve upon us a written claim or demand, on or before hours (Indian Standard Time) where after it ceases to be in effect in all respects whether or not the original Bank guarantee is returned

to us."
In witness whereof the Bank, through its authorized officer has set its hand stamped on this______________ Day of _______________2026 at ___________________

Date: ___________
Place: ___________

Signature of Authorized Signatory
Name of Signatory:
Designation:

Seal of Company

Annexure 8B – Format of Insurance Surety Bond (for EMD)

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No............. Date:……………………

REG.: RFP for Supply of 36,000 Reams- 75 GSM Copier Paper- A4 size through GeM Portal GeM Bid No: GEM/B/2026/ .

(Name of Contract)
To: (Name and address of Employer)
WHEREAS (name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated (date of bid) for the Earnest Money Deposit for the captioned RFP XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX (hereinafter called "the Bid")
KNOW ALL PERSONS by these present that We (name of Insurance Company)...........................(address of Insurance Company XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX) (hereinafter called "the Surety"), are bound unto Punjab National Bank (a Govt. of India Undertaking) (hereinafter called "the Beneficiary/ Bank") for the sum of.......... (amount), for which payment well and truly to be made to the said Beneficiary/ Bank, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt or collusive or coercive or fraudulent practices or defaults under Integrity Pact.
2. If the Bidder, having been notified of the acceptance of its Bid by the Beneficiary/ Bank during the period of bid validity.

(a)fails or refuses to sign the Contract Agreement when required, or
(b)fails or refuses to submit the performance security in accordance with the Tender Documents.

We undertake to pay to the Beneficiary/ Bank up to the above amount upon receipt of its first written demand, without the Beneficiary/ Bank having to substantiate its demand, provided that in its demand the Beneficiary/ Bank will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.
The Surety declares that this Insurance Surety Bond is issued by the……………….. (name of Insurance Company) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

This Insurance Surety Bond will remain in force up to and including (date 90 days after the period of bid validity), and any demand in respect thereof must reach the Surety not later than the above date.
INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EANEST MONEY DEPOSIT

1. Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under insurance Act 1938 or as amended from time to time and approved by the Insurance

Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.

2. The executing officers of the Insurance Surety Bond for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No./Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duty signed/initialled by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company.
4. Stamp paper shall be purchased in the name of Insurance Company counting the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six months prior to execution/issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Sign. The issuing insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non-confirmation of which may lead to rejection of 'Insurance Surety Bond'
5. Irrevocable, valid and fully enforceable Insurance Surety Bond in favour of the Beneficiary/ Bank (Name of Beneficiary/ Bank) issued by any Insurance Company registered under insurance Act amended from time to time and approved by the insurance Regulatory Development Authority of India (IRDA) in Indian currency (INR) only is acceptable to the Beneficiary/ Bank.
6. Insurance Surety and for Bid security in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the Beneficiary/ Bank (authority inviting tenders) with forwarding letter.

or and on behalf of the Insurance Company

in the capacity of

Common Seal of the Insurance Company with complete address including Tel. Nos./e-Mail Id.
Staff Authority No. of the officer of the Insurance Company/Signatory

Annexure 9 – NDA (Non-Disclosure Agreement)
(On Stamp paper of appropriate value)

This Confidentiality–cum-Nondisclosure Agreement is entered into at Delhi on this_________ day of________,2026, by and between,

Punjab National Bank, a body corporate, constituted under the provisions of Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970, having its Head Office at Plot No. 4, Sector -10, Dwarka, New Delhi-110075 and amongst other office, its Centralised Procurement & Partnership Division (CPPD) at 5, Sansad Marg, New Delhi-110001, hereinafter called **"the Purchaser/Bank"**, which expression shall, unless repugnant to the context, include its representatives, successors, administrators and permitted assigns ofthe **ONE PART**;

AND

M/s ___________ (CIN- ________________), a company incorporated under the provisions of Companies Act, 1956/2013, having its Registered Office at ____ (Through Shri /Ms ________ (designation), as authorized vide its Board Resolution/Power of Attorney dated ________), (hereinafter "**Vendor**", "**Consultant**", "**Service Provider**") which expression shall include its heirs, representatives, successors, executors, administrators and permitted assigns of the **OTHER PART.**

M/s ______ /Vendor and the Bank shall hereinafter jointly be referred to as "Parties" and individually as a "Party".

In this Agreement, "**Affiliate**" means any entity which from time to time Controls, is Controlled by or is under common Control with the relevant party or entity, where "Control" means having the ability (including, without limitation, by means of a majority of voting rights or the right to appoint or remove a majority of the board of directors) to control the management and policies of an entity.

WHEREAS: -

Vendor inter-alia is engaged in the business of _____**.** In the course of such discussions and negotiations and subsequent agreement for the above purpose, it is anticipated that either party may disclose or deliver to the other party certain of its confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship.

The parties have entered into this Agreement, in order to assure the confidentiality of such confidential and proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as the 'Disclosing Party' and will include its affiliates and subsidiaries, the party receiving such Proprietary Information is referred to as the 'Recipient' and will include its affiliates and subsidiaries.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. **Interpretation:**

In this Agreement "Confidential Information" means all information belonging to a Party that is or has been disclosed to one Party (the "Receiving Party") by the other Party (the "Disclosing Party") in connection with the business transacted/ to be transacted between the Parties. Confidential information shall also include any copy, abstract, extract, sample, reports, statements, maps, graphics, note or module thereof. The Receiving Party may use the Confidential Information solely for and in connection with the business transacted/ to be transacted between the Parties. The term 'confidential information' shall include all written or oral information (including information received from third parties that the 'Disclosing Party' is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential information shall also include, without limitation, software programs, technical data, methodologies, know-how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, customer information and business information of the 'Disclosing Party.
Confidential information shall also include, without limitation, information identified as being proprietary and/or confidential or pertaining to pricing, marketing plans or strategy, volumes, financial or technical or service matters or data, employee/ agent/ consultant/ officer/ director related personal or sensitive data software programs, technical data, passwords encryption tools, methodologies, know-how, processes, designs, new products, development work, marketing requirements, marketing plans, disaster recovery plans, customer names, prospective customer names, customer information, customer databases, business information and any information which might reasonably be presumed to be proprietary or confidential in nature of the "Disclosing Party".

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or
(e) is disclosed pursuant to a direction of a judicial authority, statutory or regulatory authority or government as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

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

The Proprietary Information" shall include, but not be limited to, domain names, trade secrets, copyrights, ideas, techniques, know-how, inventions (whether patentable or not), and/or any other information of any type relating to designs, configurations, documentation, policies, board notes, Circulars, recorded data, schematics, layouts, source code, master works, master databases, algorithms, flow charts, formulae, works of authorship, mechanisms, research, manufacture, improvements, assembly, installation, intellectual property, and the information concerning the Parties' actual or anticipated business, research or development, or which is received in confidence by the disclosing party to the Recipient.

2. **Confidentiality:**

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

b) Each party may disclose confidential information to its employees, officers, consultants or agents only to the extent that such disclosures are required to exercise its rights and perform its obligations under the agreement or attachments. Each party shall take such steps as may be reasonably requested by the other or otherwise required to ensure that the aforementioned persons acknowledge and comply with the use and confidentiality restrictions contemplated under this Agreement

3. **Non-Disclosure of Proprietary and confidential Information: For the period during the Agreement or its renewal, the Recipient will:**

a) Use such confidential and Proprietary Information only for the purpose for which it was disclosed and without prior written authorization of the Disclosing Party shall not use or exploit such confidential and Proprietary Information for its own benefit or the benefit of others.

b) Protect confidential and Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its confidential information of similar importance: and

c) Limit disclosure of confidential and Proprietary Information received under said agreement to persons within its organization and to those 3rd party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such confidential and Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

4. **Limit on Obligations:**

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

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

d) Is independently developed by the Recipient without reference to or reliance upon Proprietary Information; or

e) Is required to be disclosed by the Recipient to comply with applicable laws or governmental regulation, provided that the recipient provides prior written notice of such disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

5. Return of Documents:

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

6. Communications:

Written communications requesting or transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing) Punjab National Bank, Attn: __________________ Attn: __________________

1……….

M/s __________________ Attn: _______________

1………...

7. Term:

The Agreement is valid from ______________ to _________. Either party may terminate the Agreement by giving prior written notice of 30 days to other party**.** The obligation pursuant to Clause 2 and 3 (Confidentiality and Non-Disclosure of Proprietary Information) will survive event after termination of the agreement dated _______________**.** The obligations of each party hereunder will continue and be binding irrespective of whether the discussion between the parties materialize into a specific understanding/ business relationship or not, however, this agreement on Confidentiality and Non- Disclosure of Confidential Information) is perpetual basis even after termination/ expiry of the Agreement

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

8. Damages:

Both parties acknowledge that the proprietary & Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, neither party shall use the Confidential Information in a manner that will jeopardise or adversely affect in any manner such future strategies, plans, business activities, methods, processes, information, and/or competitive and strategic advantage of the Disclosing Party.

The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach, in additional to other remedies, which may be available, the party violating the terms of Agreement shall be liable for the entire loss and damages on account of such disclosure.
Vendor agrees to indemnify each other against all loss suffered due to breach of terms of this agreement and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.
The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.

No failure or delay by either party in exercising or enforcing any right remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

9. Permitted Disclosure:

The provisions of paragraph 2 shall not restrict any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the other party of such requirement with a view to providing the opportunity for the Provider to contest such disclosure or otherwise to agree the timing and content of such disclosure.

10. Ownership of Information:

Except to the extent as agreed herein, the Confidential Information and copies thereof, in whatsoever form shall always remain the property of the Disclosing Party or its clients and its disclosure shall not confer on the Receiving Party any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Agreement.

11. No Representation:

Neither the disclosure, transmission receipt or exchange of Confidential Information nor anything else in this Agreement will constitute an offer by or on behalf of the Disclosing Party or be construed as soliciting any business or organization changes or any assurance of any business commitment or an inducement to incur / undertake any obligations not specified herein and neither Party will be under any obligation to accept any offer or proposal which may be made by the other or on behalf of such other party.

12. Remedies and Relief:

The parties hereto acknowledge that remedies at law may be inadequate to protect the Disclosing Party or its clients against any actual or threatened breach of this Agreement by the Receiving Party, and, without prejudice to any other right and remedies otherwise available to the Disclosing Party or its clients, the Receiving Party agrees that Disclosing Party has a right to seek injunctive relief in its favor upon proof of actual damage and upon establishment of the fact that such actual damage has taken place due to reasons directly attributable upon the Receiving Party. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or equity. The Disclosing Party shall be entitled to recover its cost and fees, including legal expenses, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the disclosing Party shall be entitled to recover its cost and expenses including legal expenses.

13. No Assignment:

The bidder/vendor shall not assign, in whole or in part, its obligations to perform under the RFP/contract/SLA, except with the Bank's prior written consent.

14. Severability:

In the event that any of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect by a Court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions contained in this agreement will not be in any way affected or impaired by such a finding.

15. Delay or Waiver:

No delay or failure of either Party in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver or an expectation of non-enforcement of such right or any other rights hereunder. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either Party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

16. Notices:

Notices as required by this Agreement shall be sent to the Parties at the addresses mentioned first herein above or such other addresses as the Parties may designate from time to time and shall be sent by certified or registered mail with acknowledgement due on receipt.

17. Indemnity:

Service Provider shall indemnify the PNB from all claims including third party claims, causes of action, suits, damages or demands, whatsoever, arising out of breach of this Agreement by the indemnifying party as and when such claims, actions, damages or demands becomes payable under law including any governmental, regulatory, judicial or quasi-judicial determination.

18. Modification/Amendment:

Modification to any of the provisions of this Agreement shall be void unless it is writing and duly executed by all the Parties.

19. Professionalism

The Successful bidder/ Service Provider shall provide professional, objective and impartial advice at all times and hold the Bank's interests paramount and shall observe the highest standard of ethics while executing the assignment.

20. Miscellaneous

a. This Agreement shall not be modified, changed or discharged, in whole or in part, except by a further Agreement in writing signed by both the parties.

b. This Agreement will be binding upon and ensure to the benefit of the parties hereto and it also includes their respective successors and assigns.

c. Each party will bear its own costs in connection with the activities undertaken in connection with this Agreement.

d. Nothing in this Agreement is intended to confer any rights/ remedies under or by reason of this Agreement on any third party.

e. The Agreement shall be construed and interpreted in accordance with the laws prevailing in India.

f. The Confidential terms of the SLA to be executed between the parties shall be read as part and parcel of this Agreement. This Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement.

This Agreement may be executed in counterparts, each of which when taken together shall constitute one and the same agreement.

This Agreement is governed by Indian law only.

That the contents of the Agreement have been read over and translated into vernacular language [name of the language of the vendor] and vendor having understood the contents thereof subscribe(s) to these presents.

IN WITNESS WHEREOF, the Parties hereto have set their respective signatures by their duly authorized representatives as of the date and day first mentioned above.

Signed and delivered by: Signed and delivered by:

PUNJAB NATIONAL BANK	**M/s _______.**
Signed by	Signed by
Name: Designation	Name: Designation

Witnesses:
1) (sign)
Full Name
Address

2) (sign)
Full Name
Address

Annexure 10 – Certificate of Local Content

(Declaration by Bidder/ Statutory auditor/Cost auditor of the company as applicable as per MII Policy)

Date: dd/mm/**2026**

To,
Asstt. General Manager
Punjab National Bank, Head Office,
4th Floor, Centralized Procurement & Partnerships Division (CPPD),
5, Sansad Marg, New Delhi 110 001

Sir,

Reg: RFP for Supply of 36,000 Reams- 75 GSM Copier Paper- A4 size through GeM Portal
GeM Bid No: GEM/B/2026/ .

1. In full compliance with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, Revised Order dated 19.07.2024, and applicable Make in India policies and its amendments thereto, We M/s ____________________hereby submit the following information for our Tender No: GEM/B/___________ dated_______, and we confirm that we qualify as **Class I local supplier**. Details of the MII Calculation is provided in the Table Below:

   Local content = (Sale price - Value of imported content) * 100/ Sale price

   Total Local content = ((Sale price of “X1” - Value of imported content in “X1”) + (Sale price of “X2” - Value of imported content in “X2”) +…+ (Sale price of “Xn” - Value of imported content in “Xn”)) * 100/ (Sale price of “X1” + Sale price of “X2” + …+Sale price of “Xn”)
   Where, “Sale price” means price excluding net domestic indirect taxes and “Value of imported content” means price of imported content inclusive of all customs duties.

   Note: The cost of transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC, etc. will not be considered for calculating local content in any item

Sr. No.	Products Offered	Make and Model	Place of Value Addition in India (Complete Address)	MII% (A)	Total Local content
1.	Copier paper				

The MII Calculation should be backed by self-declarations by respective OEM

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

ii. We have submitted the details indicating total cost value of inputs used, total cost of inputs which are locally sourced and cost of inputs which are imported, directly or indirectly with the commercial proposal.

Date: ___________
Place: ___________

Signature of Authorized Signatory

Name of Signatory:
Designation:
Email ID:
Mobile No:
Telephone No.:
Seal of Company:

Annexure 11 – Proforma Commercial Bid

Ref: RFP for Supply of 36,000 Reams- 75 GSM Copier Paper- A4 size through GeM Portal
GeM Bid No: GEM/B/2026/

PROFORMA COMMERCIAL BID
All amounts to be quoted in Indian Rupees only)

(Bidders are instructed to quote their rate on Government e-Market place (GeM) portal only)– Rates submitted in physical forms will not be considered by the bank and will result in disqualification of the bid.

The prices quoted and finalized should hold good for the entire period of the contract.

Specifications of A4 Copier Paper	Total Qty. (requirement)	Rate (In Rs.) (Inclusive of GST, F.O.R. destination at Delhi /NCR)
As per specifications mentioned in Scope of Work	36,000 Reams	Rs.________ (for total quantity) (The quoted rate is all inclusive of applicable GST rate and inclusive of cost of paper, packing and transportation etc.)
		GST rate as per guidelines shall be applicable.

The quoted rate is inclusive of GST, and inclusive of F.O.R. our godown at Noida or any other place specified in purchase order but limited to Delhi NCR only. These are confirmed rates and valid for a period of 120 days.

We promise to abide by the terms & conditions of the Bank as applied from time to time.

Annexure 12 – Undertaking for submission of information

(On the letterhead of the Bidder)

To
The Asst. General Manager
4th Floor, Centralised Procurement and Partnership Division
Punjab National Bank
5, Sansad Marg, New Delhi 110 001

Sir

Reg.: RFP for Supply of 36,000 Reams- 75 GSM Copier Paper- A4 size through GeM Portal
GeM Bid No: GEM/B/2026/ .

We, M/s____________________ hereby submit the following information :

S. No.	Particulars
1.	Company Name (To be Filled)
2.	Registration Number / GSTIN (To be Filled)
3.	Legal Entity Type Ltd Co, Trust, LLP, PLC, Registered Partnership etc.
4.	Main Products or Services Offered
5.	Date of incorporation
6.	Country of incorporation
7.	Is the company registered as MSME ? (Yes / No / Applied) If Yes, please provide the Udyam Registration No.
8.	Is the company registered as Start Up with DPIIT? (Yes / No / Applied) If Yes, please provide the Unique Startup Recognition No.
9.	Category of the Supplier (Only in Case of MSME / Start Ups):
10.	Supplier is both MSE & Class-I local supplier.
11.	Supplier is MSE but not Class-1 local supplier.
12.	Supplier is not MSE but Class-I local supplier.
13.	Supplier is neither MSE nor Class-I local.
14.	Turnover for the last 3 years
15.	Net worth of the Company
16.	Profits of the last 3 years
17.	Are there any ongoing or past court orders / cases / litigations for Financial Crime reasons against the company or any of its directors / partners basis the market information, news, article available on net.
18.	Has the company ever been categorized as a wilful defaulter ?
19.	Is the company debarred OR blacklisted by Government of India OR any Regulators
20.	Is the Company Or its directors / partners / owners booked under the Prevention of Corruption Act, 1988

21.	Is the Bharatiya Nyaya Sanhita or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract against the Company Or its directors / partners / owners
22.	Are there any past or ongoing litigations against the vendor ?
23.	Is there any negative news or reviews against the vendor ?
24.	Does the vendor has any existing relationship with the Punjab National Bank? (Yes / No)
25.	If Yes, provide a brief description of the ongoing projects / contracts.
26.	In Case, the existing project is critical in nature, then the overall exposure of the company as against the Bank to be checked to assess the element of concentration risk.
27.	Assess the geographical locations of the significant customer base of the vendor.
28.	Assess the geographic footprint of any third parties (suppliers, introducers, sub-contractors)?
29.	Nationality of the Directors / Partners etc.
30.	% Share of Each Director / Partner
31.	Does the management of the company have any political exposure?
32.	Is the company CMMI certified? (Yes / No) If Yes, please specify the certification.
33.	Is the company ISO 9001 certified? Standards for Quality Management Systems. (Yes / No) If Yes, please specify the certification
34.	Is the company ISO 14001 certified? (Yes / No) If Yes, please specify the certification.
35.	Any Other Company Certification
36.	**Deleted**
37.	Obtaining Ernst Money Deposit (In Case of onboarding via RFP)
38.	To be valid for a period of 45(forty-five) days beyond the final bid validity period.
39.	Obtaining Performance Bank Guarantee / Performance Security
40.	Obtaining Board Resolution Copy with Authorization Letter/ Power of Attorney
41.	Signing of Non-Disclosure Agreement
42.	**Deleted**
43.	Manufacturer (OEM) Authorization Form (MAF) (In case of product procurement)
44.	Certificate Regarding Land Border Clause by Vendor (OEM)
45.	Certificate Regarding Land Border Clause by Vendor (Authorized Partner, SI, Vendor)
46.	**Deleted**
47.	Undertaking for being the OEM of the Offered Product (In case of product procurement)
48.	Signing of Service Level Agreement
49.	Payment Schedule
50.	Delivery Timelines
51.	Inclusion of Service Level Penalties associated to:
52.	Delivery Timelines

53.	**Deleted**
54.	Implementation Timelines
55.	**Deleted**
56.	Liability of the regulatory Penalties to Punjab National Bank
57.	Liquidated Damages
58.	Indemnification
59.	Force Majeure
60.	IP Rights
61.	Transition Management
62.	Clauses pertaining to Rights of RBI OR person(s) authorized by RBI or Regulatory bodies or Punjab National Bank for assessment of vendors or their sub-contractors:
63.	Books of accounts
64.	**Deleted**
65.	**Deleted**
66.	Any other necessary information given to, stored or processed by the vendor and/ or its sub-contractors on behalf of / for Punjab National Bank.
67.	Vendor is prohibited from erasing, purging, revoking, altering or changing any data during the transition period, unless specifically advised by the regulatory bodies OR by Punjab National Bank.
68.	**Deleted**
69.	Additional Clauses
70.	Liability & Responsibility of the vendor to the Bank for the acts of the assignee/ sub-contractor
71.	Exit Strategy / Plan
72.	Business Continuity Plan
73.	Disaster Recovery Plan
74.	Escalation Matrix
75.	Training Plan
76.	Purchase Order Issuance
77.	Review & Assess the Financial Audit Reports of the Vendors or its subcontractors:
78.	Audited Balance sheet
79.	Audited Profit & Loss Statement
80.	Annual Reports
81.	Review of expiry of Vendor's or its sub contractor's Certifications:
82.	Any Other Company Certification
83.	Review the internal / external audit reports of the vendors or it's sub-contractors.
84.	Review the change in the geographical locations of the significant customer base of the vendor.
85.	Review the change in the geographic footprint of any third parties (supplier, introducers, sub- contractors)?
86.	Are there any new litigations against the vendor ?
87.	Is there any negative news or reviews against the vendor ?
88.	Debarment / Blacklisted Status by any of the regulatory bodies etc.
89.	Performance Evaluation of the Vendor

90.	Internal Audits of the Vendor's project (Details as per Audit Policy can be added below)

Date: ___________
Place: ___________

Signature of Authorized Signatory
Name of Signatory:
Seal of the Organization:

Annexure 13 – Authorization Letter for Authorized Signatory

(To be provided on letter head of each OEM)

To,
The Asst. General Manager
4th Floor, Centralised Procurement and Partnership Division
Punjab National Bank
5, Sansad Marg, New Delhi 110 001

Sir,

REG.: RFP for Supply of 36,000 Reams- 75 GSM Copier Paper- A4 size through GeM Portal
GeM Bid No: GEM/B/2026/______.

I, _______________(Name of the Director/Company Secretary/Equivalent Authorized Board member),________________(Designation) hereby undertake that _______________(name of the official),_________(Designation), is authorized to issue all the required documents under his/her signature as mentioned in this RFP for participation in the captioned RFP process through our authorized partner/service provider M/s________________________

The signature of _______________(name of the authorized signatory) is attested herewith

Signature of Bid Signing Authority

Date: __________
Place: _________
Yours faithfully

Signature of Director/Company Secretary/Equivalent Authorized Board Member Name of the Signatory:
Designation:
Seal of Company:

Annexure 14A – Proforma of the Performance Bank Guarantee (for Performance Security)
(To be stamped in accordance with stamp act)

Ref: Bank Guarantee # Date

To
Asstt. General Manager
Punjab National Bank, Head Office,
4th Floor, Centralized Procurement & Partnerships Division (CPPD),
5, Sansad Marg, New Delhi 110 001

In Consideration of Punjab National Bank, CPPD, Head Office, 5, Sansad Marg, Delhi- 110001 (hereinafter called 'the beneficiary) having contract dated XXXXXXX on M/s XXXXXXXXXXXXXXXXXX., having its registered office at XXXXXXXXXXXXXXX (hereinafter called "the bidder/the Supplier/service provider") **"RFP (GEM Bid No: GEM/B/ , Contract No: GEMC)"** to Punjab National Bank against the purchase orders to be placed under the aforesaid contract to the supplier/service provider. We, ______________ having our Head office at ___________________and carrying on business amongst other places at ____________________ (hereinafter called the Bank), do hereby irrevocably and unconditionally guarantee the due performance of the contact by the supplier/service provider "Procurement of ……………………………………". If the said supplier/service provider/ fails to maintain the system or any part thereof as per the contract and on or before the schedule dates mentioned therein, we ------------------, do hereby unconditionally and irrevocably agree to pay the amounts due and payable under this guarantee without any demur and merely on demand in writing from you during the currency stating that the amount claimed is due by way of failure on the part of supplier/service provider or loss or damage caused to or suffered / or would be caused to or suffered by you by reason of any breach by the said supplier/service provider of any of the terms and conditions of the said contract, SLA, NDA or by reason of supplier/service provider's failure to perform the said contract, in part or in full. Any such demand made on us shall be conclusive as regards the amount due and payable under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs.XXXXXX-(Rs. XXXXXXXXXXX only), valid for XXXXXXX months. You are entitled to invoke this guarantee full or in parts subject to the maximum limit of Rs. XXXXXX/-(Rs. XXXXXX only), within the validity period of this guarantee including claim period.

We ------------------------,further agree that this guarantee shall continue to be valid till XXXXXX you certify that the supplier/service provider has fully performed all the terms and conditions of the said contract and accordingly discharge this guarantee or until XXXXXXXX, whichever is earlier. Unless a claim or demand is made on us in writing under this guarantee on or before XXXXXXXX, we shall be discharged from all our obligations under this guarantee. If you extend the schedule dates of performance under the said contract, as per the terms of the said contract, the supplier/service provider shall get the validity period of this guarantee extended suitably and we agree to extend the guarantee accordingly at the request of the supplier/service provider, provided such request is served on the Bank on or before XXXXXX.
Failure on part of the supplier/service provider in this respect shall be treated as a breach committed by the supplier/service provider and accordingly the amount under this guarantee shall at once become payable on the date of receipt of demand made by you for payment during the validity of this guarantee or extension of the validity period. That, if the Bank guarantee is not

renewed for any reason whatsoever, on or before the expiry of this guarantee, entire amount guarantee shall become forth with due and payable to the beneficiary and the Bank shall pay the amount to the beneficiary without any demur on a written demand.

You will have fullest liberty without affecting this guarantee to postpone for any time or from time to time any of your rights or powers against the supplier/service provider and either to enforce or forebear to enforce any or all of the terms and conditions of the said contract. We shall not be released from our liability under this guarantee by the exercise of your liberty with reference to the matters aforesaid or by reason of any time being given to the supplier/service provider or any other forbearance act or omission on your part or any indulgence by you to the supplier/service provider or by any variation or modification of the said contract or any other act , matter or thing whatsoever which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability here under.

We further agree that this Guarantee shall not be in any manner whatsoever affected by reason of change in constitution of the supplier/service provider or including but not limited to any Insolvency or Liquidation of the supplier/service provider nor will this Guarantee be in any manner whatsoever be affected by any merger, amalgamation or absorption of the beneficiary, the same shall be valid and effective for the beneficiary constituted by merger, amalgamation, absorption etc.

In order to give full effect to the guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the supplier/service provider hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights if any which are in any way inconsistent with the above or any other provision of this guarantee.

The words the supplier/service provider i.e. M/s XXXXXXX, the beneficiary i.e. Punjab National Bank, and ourselves i.e. ------------------------, unless repugnant to the context or otherwise shall include their assigns, successors, agents, legal representatives. This guarantee shall not be effected by any change in the constitution of any of these parties and will ensure for and be available to and enforceable by any absorbing or amalgamating or reconstituted company or concern, in the event of any of the party undergoing any such absorption, amalgamation or reconstitution.

This guarantee shall not be revocable during its currency except with your prior consent in writing. Our liability under this Guarantee is absolute, unconditional, irrevocable and unequivocal and this Guarantee is distinct and independent of any contracts between the supplier/service providers and / or any contracts between Beneficiary and supplier/service provider. We further agree that the Bank's liability under this Guarantee and the beneficiary's right to recover the amount of this Guarantee from the Bank shall not be in any manner whatsoever be affected or prejudiced by reason of any dispute/s between the supplier/service provider and the beneficiary irrespective of whether any proceedings in respect of any such dispute/s has been instituted before any Court, Authority or Forum by whatever name of designation called anywhere in India.

Notwithstanding anything contained hereinabove:

1. Our liability under this guarantee shall not exceed Rs. (Rs. only).

This Bank guarantee shall be valid up to *……….(being the date of expiry of the Guarantee)(validity period)*

Further, a claim period of ……days after validity period (claim period) is available to you to make a demand under the Bank Guarantee, in respect of a cause of action which has arisen during the validity period only;

2. We are liable to pay the guaranteed amount or any part thereof under this Bank guarantee only and only if you serve upon us a written claim or demand on or before XXXXXXXX.

Dated XXXXXXX at XXXXXXXX

Name of signatory
Designation
Email ID:
Contact No.
Bank Common Seal

Annexure 14B– Format of Insurance Surety Bond for Performance Security
(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No...........
Date………………..

To,
Asstt. General Manager
Punjab National Bank, Head Office,
4th Floor, Centralized Procurement & Partnerships Division (CPPD),
5, Sansad Marg, New Delhi 110 001

Dear Sir,

In consideration of the ... *[*Beneficiary/ Bank *Name]........* (hereinafter referred to as the 'Beneficiary/ Bank" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s......*[Contractor's Name]*............ with its Registered/Head Office at .... (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Beneficiary/ Bank Letter of Acceptance No................ dated......... and the same having been acknowledged by the contractor, for ---------------[Contract sum in figures and words] for …………*[Name of the work]* and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to ....(*)...........of the said value of the aforesaid work under the Contract to the Beneficiary/ Bank.

We................*[Name & Address of the Insurance Company]*..........having its Head Office at..........................(hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Beneficiary/ Bank, on demand any and all monies payable by the Contractor to the extent of ....(*).................... as aforesaid at any time up to ....(@)..................... *[days/month/year]* without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Beneficiary/ Bank on the Insurance Company shall be conclusive and binding notwithstanding any difference between the Beneficiary/ Bank and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the Beneficiary/ Bank and further agrees that the guarantees herein contained shall continue to be enforceable till the Beneficiary/ Bank discharges this guarantee or till…………(+)…….. *[days/month/year]* whichever is earlier.

The Beneficiary/ Bank shall have the fullest liberty, without affecting in any way the liability of the Insurance Company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Beneficiary/ Bank shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Beneficiary/ Bank and the Contractor or any other course or remedy or security available to the Beneficiary/ Bank. The Insurance Company shall not be released of its obligations under these presents by any exercise by the Beneficiary/ Bank of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Beneficiary/ Bank or any other indulgence shown by the Beneficiary/ Bank or by any other matter or thing whatsoever which under the law would, but for this provision have the effect of relieving the Insurance Company.

The Surety declares that this Insurance Surety Bond is issued by the …………………. (Name of Insurance Company) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI) and also agrees that the Beneficiary/ Bank at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Beneficiary/ Bank may have in relation to the Contractor's liabilities.

i) Our liability under this Insurance Surety Bond shall not exceed ______ (*) __.

ii) This Insurance Surety Bond shall be ___________. valid upto _(+)

iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Beneficiary/ Bank serves upon Surety a written claim or demand on or before _(@)

Dated this ....day of ....20_.......................at.............

WITNESS

.... ……………….........................
(Signature) (Signature)

.... ……………….........................
(Name) (Name)

....

(Official Address) (Designation with Stamp of Insurance Company)/ with staff Authority no.

Complete Address of the Insurance Company with Telephone No. and e-mail Id.

Notes:

1. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the

Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers/ e-Mail Id with full correspondence address of the Insurance Company.

In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

2. Insurance Surety Bond is required to be submitted directly to the Beneficiary/ Bank by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.

3. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required.

Annexure 15 Declaration for Adherence to Specifications of Copier paper-75 GSM

SPECIFICATIONS: -

Specification name	Value	Agree by bidder (Yes or No)
Job	Procurement of 36,000 Reams ± 25% A4 size copier paper	
Grammage	75 GSM	
Brightness	minimum 85	
opacity	minimum 88	
Cobb test	both sides g/m^2 -max 30	
Smoothness	maximum 300 for both sides (Bendtsen) in ml/min	
Other	The paper should not contain back dots/specks/ink residues	
Manufacturing date	Paper should not be manufactured from recycle material/content and the date of manufacturing should not be earlier than 01.06.2026	

After award of contract:

The samples submitted for approval should be duly signed and stamped by the supplier with model, make and GSM mentioned. The samples should also be accompanied by test report.

Difference in quality of supplied paper from approved sample or non-submission of security deposit by the bidder can result in blacklisting of bidder/termination of contract/forfeiture of EMD/security deposit or all.

We confirm that we adhere to the above said specifications and the material supplied shall conform to the same.

Signature of Director/Company Secretary/Equivalent Authorized Board Member Name of the Signatory:

Designation:
Seal of Company:

Annexure 16- Checklist for Bidders and their OEMs

REG.: RFP for Supply of 36,000 Reams- 75 GSM Copier Paper- A4 size through GeM Portal

GeM Bid No: GEM/B/2026/_______

(As applicable)

Sl No.	Annexure/ Document name	Document required from	Compliance (Yes/No)	Page No.
1.	Certified copy of the latest Board Resolution in favor of Authorized Person(s)	**Bidder or OEM**		
	Signature of authorized person duly authorized	**Bidder or OEM**		
	Power of Attorney (preferably in Original), if applicable.	**Bidder or OEM**		
2.	Proof of EMD/ Letter/Document confirming exemption from EMD Submission with reasons thereof.	Proof of EMD submission/ Bank Guarantee in **Original** as per Annexure **8A**/Insurance Surety Bond as per Annexure **8B** in Original	(To be uploaded on GeM and submitted in Original and within 5 workings days from bid submission)	
3.	Copy of Certificate of incorporation	**Bidder**		
4.	Annexure 1 – Eligibility Criteria	**Bidder**		
5.	Annexure 3A– Undertaking from the Bidder/authorised distributor	**Bidder**		
6.	Annexure 3B – Declaration from the OEM	**OEM**		
7.	Annexure 4 – Bidder's Information	**Bidder**		
8.	Annexure 5 –Performance Certificate	Respective Organization		
9.	Annexure 2– Litigation Certificate	Certificate from CA		
10.	Annexure 6 – Turnover Certificate	Certificate from CA (Bidder)		
11.	Annexure 6 – Turnover Certificate	Certificate from CA (OEM)		
12.	Self-Declaration from OEM(s) for Production capacity	**OEM**		
13.	Audited Financial Statements for the FY- 2022-23, 2023-24, 2024-25	**Bidder**		
14.	**deleted**			
15.	Annexure 10 –Certificate of Local Content.	**Bidder**		
16.	Annexure 13 – Authorization Letter for Authorized Signatory	**OEM in case Board Resolution and requisite documents are not available.**		
17.	ESIC Number	**Bidder**		

18.	EPF Registration Certificate Number	**Bidder**		
19.	Registration Declaration of ownership under the Indian Registration Act 1908	**Bidder**		
20.	Labour License	**Bidder**		
21.	Any other document as stated in this RFP	**Bidder/ As applicable**		

*** In case of any conflict in the schedule of documents stipulated in the Checklist, the documents as mentioned in the RFP shall prevail.**

Annexure 17- Checklist (for selected successful Bidder)

To be submitted in Original after acceptance of Purchase Order/Letter of Award/Letter of Intent.

1) Signing of Contract
2) Submission of Performance Security-**Annexure 14A/14B**/Others as applicable.
3) Signing of NDA- Annexure 9
4) Submission of Information as per **Annexure-12.**
5) Any other documents stipulated in the RFP.