

PUNJAB NATIONAL BANK



**Open Tender for
Procurement
of
1 Crore Gold Loan Pouches
Through GeM portal**

Dated: 07.04.2026
**Punjab National Bank
Centralised Procurement &
Partnership Division
Fourth floor, 5, Sansad Marg,
New Delhi 110001
Ph. : 011-23724596**

Table of Contents

Section I: Notice Inviting Tender (NIT)/ Request for Proposal (RFP) 8

Notice Inviting Tender (NIT)/ Request for Proposal (RFP) 8

The Tender Document 8

Availability of the Tender Document 8

Eligibility Criteria for Participation in this Tender 9

Purchase Preference Policies of the Government 9

Pre-bid Meeting: 9

Submission of Bids: 10

Disclaimers and Rights of Procuring Entity 12

Section II: Instructions to Bidders (ITB)..... 14

1. Power of Attorney/ Authorization Letter or Resolution Copy 14

2. Cost of Bidding 14

3. Bidding Document 14

4. Language of Bids..... 14

5. Authentication of Erasures/ Overwriting Etc..... 14

6. Amendment of Bidding Documents..... 14

7. Bid Currency 15

8. Bid Earnest Money..... 15

9. Terms and Conditions of the Bidding Firms..... 16

10. Local Conditions 16

11. Purchaser Right to Accept or Reject Any Bid or All Bids..... 16

12. Opening of Bids 16

13. Contacting Bank or Putting Outside Influence..... 16

14. Cancellation of Bid/ Bidding Process 16

15. Bid System Offer 16

16. Preliminary Examination 17

17. Revelation of Prices 17

18. Evaluation and Award Criteria	17
19. Splitting:	20
20. Procurement Through Local Supplier/service providers (Make in India)	20
21. Purchase Preference to MSEs and startups	21
22. Use of Contract Documents and Information	21
Section III: Appendix to Instructions to Bidders (AITB).....	23
Specific Terms and Conditions	23
1. INTRODUCTION	23
2. PURPOSE OF THE PROJECT	23
3. BROAD SCOPE OF WORK.....	23
4. SIGNING OF CONTRACT.....	23
5. DURATION OF CONTRACT	23
6. SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE	24
7. ACCEPTANCE OF ORDER (ORDER PLACEMENT):	25
8. NOT ACCEPTANCE/ NON-EXECUTION OF ORDER:.....	26
9. CANCELLATION OF PURCHASE ORDER	26
10. PAYMENT TERMS	26
11. DELIVERY	27
12. PENALTY:	27
13. Fall Clause	28
14. SIGNING OF PRE CONTRACT INTEGRITY PACT:	28
15. DELAYS IN THE SUPPLIER/SERVICE PROVIDER’S PERFORMANCE:.....	28
16. NO RIGHT TO SET OFF:	29
17. RIGHT TO USE DEFECTIVE PRODUCT	29
18. PUBLICITY:	29
19. COMPLIANCE WITH LAWS:	29
Section IV: General Terms & Conditions.....	32
1. LIQUIDATED DAMAGES	32

2. TERMINATION OF CONTRACT:	33
3. SUBCONTRACTING:.....	34
4. FORCE MAJEURE:.....	35
5. CANCELLATION OF PURCHASE ORDER:	35
6. CONTRACT BETWEEN BANK AND SHORTLISTED BIDDER:	36
7. PRINCIPAL TO PRINCIPAL RELATIONSHIP:.....	36
8. ENTIRE AGREEMENT	37
9. PATENT RIGHTS.....	37
10. CONFIDENTIALITY	37
11. SURVIVAL	39
12. INTELLECTUAL PROPERTY RIGHTS	39
13. INDEMNIFICATION	40
14. TAXES	41
15. GOVERNING LAW AND DISPUTES	42
16. LIMITATION OF LIABILITY	42
17. DATA PROTECTION	43
18. USE OF NAME/LOGO OF THE BANK:	44
19. BUSINESS CONTINUITY PLAN:	44
20. CARTELIZATION AMONG BIDDERS.....	44
21. SEVERABILITY	45
22. NO WAIVER	45
23. NON-SOLICITATION	45
24. NON-DISCLOSURE	46
25. REPRESENTATIONS AND WARRANTIES	47
26. INSURANCE	47
27. CONFLICT OF INTEREST	48
28. NOTICE & OTHER COMMUNICATION	48
29. AMENDMENT	49

30. CORRUPT AND FRAUDULENT PRACTICES.....	49
31. PROFESSIONALISM	49
ANNEXURE - I	50
Bid Cover Letter (TECHNICAL BID).....	50
ANNEXURE - II	55
Eligibility Criteria	55
ANNEXURE- III	59
Bidder Information.....	59
ANNEXURE-IV.....	61
Performance Certificate	61
ANNEXURE-V.....	62
Turnover Certificate.....	62
ANNEXURE – VI	63
Detailed Scope of Work/ Description of Goods	63
ANNEXURE-VII.....	65
Performa for Integrity Pact	65
Integrity Pact (On stamp paper of requisite value)	66
ANNEXURE-VIII.....	71
Performa for The Bank Guarantee	71
ANNEXURE–IX	74
Certificate for Withdrawal of Services	74
ANNEXURE-X.....	75
Pre-Bid Query Format.....	75
Annexure XI.....	76
Non-Disclosure Agreement	76
1. Interpretation:.....	77
2. Confidentiality:.....	78
3. Non-Disclosure of Proprietary and confidential Information: For the period during the Agreement or its renewal, the Recipient will:.....	78

4. Limit on Obligations:	79
5. Return of Documents:	79
6. Communications:	79
7. Term:	80
8. Damages:	80
9. Permitted disclosure:	81
10. Ownership of Information:	81
11. No Representation:	81
12. Remedies and Relief:	81
13. No Assignment:	81
14. Severability:	82
15. Delay or Waiver:	82
16. Notices:	82
17. Arbitration & Governing Law:	82
18. Indemnity:	83
19. Modification/Amendment:	83
20. Miscellaneous	83
Annexure XII	85
Performa for The Bank Guarantee for Earnest Money Deposit.....	85
ANNEXURE- XIII	87
Bid Security Declaration.....	87
ANNEXURE- XIV	88
Commercial Bid:.....	88
Component Wise rate card	89
ANNEXURE–XV	91
Declarations by Statutory Auditor	91
ANNEXURE–XVI	92
Shareholding Pattern	92

Annexure XVIII 94
 Authorization Letter for Authorized Signatory 94
Annexure-XIX 95
 Declaration for Adherence to Specifications of Gold Loan Pouches 95
ANNEXURE-XX..... 97
 Format of Insurance Surety Bond for Earnest Money Deposit 97
Checklist..... 99
Dos and Don'ts for Bidders 100

Section I: Notice Inviting Tender (NIT)/ Request for Proposal (RFP)

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

Bank invites technically and commercially competitive bids from reputed Bidders for purchase of 1 Crore Gold Loan Pouches for the period of three years. The purpose of this RFP is to invite technically complete and commercially competitive proposals from manufacturers capable of manufacturing and supplying 1 crore+25% quantity of Gold Loan Pouches to our branches on pan India level. The required quantity is to be ordered in three years. The successful bidders shall be selected, rates for said pouches shall be finalized through this RFP process and an agreement shall be entered into with the successful bidder/s for entering rate contract for supply of pouches for the period of three years from the date of signing of the contract, which may be further extended by one year at sole discretion of the bank. The scope of work as given in the tender documents can be further modified in future by the Bank. Maximum Two suppliers will be finalised.

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 RFP.

The Tender Document

Bidders must read the complete 'Tender Document' and its appendix/annexures.

This Tender Document is an integral part of the Tender process 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.

Availability of the Tender Document

The tender shall be published on the on GeM portal and notification for the same shall be published on Central Public Procurement Portal (CPPP) as well as on the Bank's websites <https://pnb.bank.in>, <https://etender.pnb.bank.in> & <https://gem.gov.in>. It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned in Tender Document. Unless otherwise stipulated in Tender Document, the downloaded Tender Document is free of cost. Bank may, at its discretion, extend the deadline for submission of bids. Bidders are required to go through any subsequent amendment/Corrigendum/clarifications meticulously. Any query/ clarification regarding downloading Tender Documents and uploading Bids on the e-Procurement portal may be addressed to the Help Desk (contact details given in Tender Document).

Clarifications

A Bidder requiring any clarification regarding the Tender Document may seek clarifications, provided the questions are raised before the clarification end date mentioned in Tender Document.

To assist in the examination, evaluation and comparison of bids the Purchaser may, at its discretion, ask the bidder for clarification and response shall be submitted in writing, duly signed & stamped by the authorized signatory and no change in the price or substance of the bid shall be sought, offered or permitted. The clarification and response received from bidder will subsequently be a part of technical bid submitted by that bidder.

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' and 'Qualification criteria as per Annexure II. Bidder should meet the eligibility criteria as of last date of bid submission and should continue to meet these till the award of the contract.

Purchase Preference Policies of the Government

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.). Unless otherwise stipulated in TIS/ AITB, the Procuring Entity reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:

Class I Local Supplier/service providers 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.

Class II local supplier/service providers (a supplier/service provider or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for Class-II local supplier/service provider but less than that prescribed for Class-I local supplier/service provider) as per (DPIIT - Public Procurement Section) as revised from time to time.

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.

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

Any other category of Bidders, as per any Government Policies, announced from time to time, if so, provided in the Tender document.

Pre-bid Meeting:

- Bidders/OEMs are required to submit the pre-bid queries **on GeM portal only as per timelines of GeM which is usually within 4 days of bid publication. No pre-bid queries shall be accepted through email.**

The following format in excel file only at least one day before the date of pre-bid meeting:

Sr. No	Page No.	Clause No.	Clause	Bidder's Query/Suggestions/Remarks

- Bidders/OEMs interested to attend the pre-Bid meet should have their authorization letter from their competent authority (email) 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.

Before Bid Submission:

1. cppd.designing@pnb.bank.in

After Bid Submission:

2. cppd.processing@pnb.bank.in

- Pre-requisites for attending pre-bid meeting:
 1. Authorization Letter (email or hardcopy)
 2. Queries as per the format of the Bank through E-Mail (if applicable)
 3. Copy of organization ID card of attending representatives.
- No person may be allowed to attend the Pre-Bid meeting without Proper Authorization letter from their Company and without their Official ID Cards issued by their company. (Any other ID proof such as PAN, DL or AADHAAR card will not be accepted).
- Bidders are required to go through the RFP meticulously and submit their queries timely to avoid any last-minute issues.
- In case the Bank issues any Corrigendum, Bidder may raise further queries/representations, if required, within 4 days from the issue of such Corrigendum. Any query received after 4 days may not be considered by the Bank for issuing response/clarification.
- A period of **7 days**, or **as prescribed under the GeM General Terms and Conditions (GTC)**, shall be provided to the bidders for bid submission after issuance of corrigendum.
- 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.

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

Submission of Bids:

I.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.

II.No consideration will be given to e-bids received after the date and time stipulated and no extension of time will be permitted for submission of e-Bids unless Bank has given extension by giving notice on Gem portal and Bank's website. Bank reserves the right to accept in part or in full or extend or reject the entire bid.

III.The decision of the bank in regard to this tender shall be final and binding on all the bidders. All disputes or differences in connection with this tender shall be subject to the jurisdiction of the courts at Delhi only.

IV.Bidders may please note:

- The Bidder should quote for the entire package on a single responsibility basis for all services it proposes to supply.
- Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, the bid is liable for rejection.
- The Bid document shall be complete in accordance with various clauses of the tender 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.

V.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.

VI.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.

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

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

IX.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.

X.All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder's Company. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature and to be uploaded in the portal.

XI. Any inter-lineation, erasures or overwriting shall not be valid.

XII. The Bank reserves the right to reject Bids not conforming to above.

Disclaimers and Rights of Procuring Entity

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

This RFP Document 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, to assist them in responding to this RFP. Although this RFP has been prepared with due and 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. This RFP Document may not be appropriate for all persons, and it is not possible for the Bank Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document.

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

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

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

Following terms are used in the document interchangeably to mean:

- I. Recipient, Respondent, Bidder means the respondent to the Tender Document.
- II. RFP means the "Request for Proposal" document.
- III. Proposal, Bid means "Response to the RFP Document".
- IV. Tender means Tender 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.



Section II: Instructions to Bidders (ITB)

1. Power of Attorney/ Authorization Letter or Resolution Copy

In case of company, a copy of the latest Board Resolution in favour of Authorized Person along with validity of authorization and purpose and clearly mentioning whether delegation is allowed or not, is to be submitted with bid documents. In case the authorized person delegates authority in terms of board resolution) to another person of the company to sign the Bid documents, Power of Attorney / Authorization letter (from authorized person executed on stamp paper of appropriate value with bid reference) preferably in original is also to be submitted with bid documents. No further delegation will be permitted to sign bid documents. Bidder shall be required to submit covering Power of attorney to the Bank. This is to be submitted for all the Bidder(s) and OEM(s) involved.

2. Cost of Bidding

The Bidder shall bear all the costs associated with the preparation and submission of its bid and Bank, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3. Bidding Document

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

4. Language of Bids

The bids prepared by the bidder and all correspondence and document relating to the bids exchanged by the bidder and Bank, shall be written in English only.

5. Authentication of Erasures/ Overwriting Etc.

Any inter-lineation, erasures, or overwriting shall be valid only if the authorized person(s) signing the bid initial(s) them.

6. Amendment of Bidding Documents

At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason or without assigning any reason, modify the Bidding Documents through amendments at the sole discretion of the Bank. All amendments shall be published on GeM portal and notification for the same shall be published on the Bank's websites <https://pnb.bank.in> & <https://gem.gov.in> and will be binding on all those who are interested in bidding. In order to provide prospective Bidders a reasonable time to take the amendment if any, into account in preparing their bid, the Bank may,



Open Tender for Procurement of Gold Loan Pouches

at its discretion, extend the deadline for submission of bids. Bidders are required to go through any subsequent amendment/Corrigendum/clarifications meticulously.

7. Bid Currency

The Prices in the bid document shall be expressed in Indian Rupees (INR) only.

8. Bid Earnest Money

Bidders (Except eligible MSE & Startups) are required to submit the Bid Earnest Money (EMD) of ₹13,00,000/- (Rupees Thirteen Lakhs only) should be submitted before last date of bid submission in the form of Bank Guarantee (from any Scheduled Commercial Bank other than Punjab National Bank) favoring PUNJAB NATIONAL BANK–CPPD, 5, Sansad Marg, Delhi, (BG should be valid for six months from the last date of bid submission with claim period of additional 3 months) or Insurance Surety Bond or Demand Draft or online deposit online deposit to our bank account mentioned below. Bidder shall be responsible to extend the BG for a further period of 6 months, if required by the bank. The BG should be submitted at the time of bid submission.

Format for Bank Guarantee & Insurance Security Bond for Earnest Money Deposit (EMD) is provided in Annexure-XII & Annexure- XX respectively. Bidder have also to submit the hardcopy of BG/EMD/Integrity Pact/Power of Attorney etc. to Bank within 5 working days from the due date for bid submission besides uploading soft copies on GeM portal by the bidders at the time of bid submission.

In case of unsuccessful bidder, EMD will be returned on completion of tender process, and no interest will be payable on EMD amount. The EMD will be returned to the successful bidder upon submission of Performance Bank Guarantee and no interest will be payable on EMD amount.

MSE bidder is exempted from Bid Earnest Money (EMD) of Tender if bidder can furnish requisite proof subject to the satisfaction of Bank. This exemption is not applicable for traders, sole agents, distributors etc. Start-up bidder recognized by Department of Industrial Policy and Promotion (DIPP) is also exempted from Earnest Money Deposit of RFP.

MSE (Micro & Small Enterprises) bidder need to submit the “Bid Security Declaration” (Annexure – XIII)

For online deposit submission in the following account:

Account Name: PUNJAB NATIONAL BANK

Account No: 9762002200000460

IFSC: PUNB0001330

Branch: CPPD HO, NEW DELHI

(Proof of the transaction to be submitted along with the bid documents)

The Bid Earnest Money/Bid Security Declaration will be forfeited in case of:

- Withdrawal of the bid by a bidder after opening of the bid.
- Successful bidder not accepting the purchase order/Signing the contract.
- Withdrawal/back out from the commitments by the successful bidder.



9. Terms and Conditions of the Bidding Firms

The bidder must accept all the terms and conditions of the Tender Document floated by the Bank and should not impose any of its own conditions upon the Bank. A bidder who does not accept any or all conditions of the Tender Document shall be disqualified from the selection process at any stage as deemed fit by the Bank.

10. Local Conditions

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

11. Purchaser Right to Accept or Reject Any Bid or All Bids

The Purchaser reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for the purchaser's action. The Purchaser reserves the right to accept or reject any technology proposed by any bidder.

12. Opening of Bids

The Date, time and location of bid opening is as per the details published in 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 purchaser, the bids shall be opened at the specified time and place on next working day.

13. Contacting Bank or Putting Outside Influence

Bidders are forbidden to contact 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 on the part of the bidder to influence bid evaluation process, or contract award decision may result in the rejection of the bid. Bank's decision will be final and without prejudice and will be binding on all parties.

14. Cancellation of Bid/ Bidding Process

Bank reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for its action.

15. Bid System Offer

This Tender contains the following two parts:

Stage 1:

Technical Bid:

Technical Bid consist of Eligibility Criteria as per Annexure-II and documents mentioned in Checklist of the Tender Document in the GeM portal.



Stage 2:

Commercial Bid:

The bidders must quote the price in GeM bid for the total contract period.

16. Preliminary Examination

The Bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order.

Bids that do not meet the basic requirements specified in the bid documents shall be disqualified. Some important points (not exhaustive) on the basis of which a bid will be declared as unresponsive and be ignored during the initial scrutiny are:

1. The bid is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document.
2. The required EMD has not been submitted or exemption from EMD is claimed without acceptable proof of exemption.
3. The bidder has not submitted Integrity Pact executed on non-judicial stamp paper of appropriate value as applicable in the state from where the stamp paper is purchased.
4. If the bidder's turnover is not equal or above the minimum turnover specified in the eligibility criteria.
5. The bidder is not eligible to participate in the bid as per laid down eligibility criteria.
6. The bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
7. Against a schedule in the list of requirements in the tender enquiry, the bidder has not quoted for the entire requirement as specified in that schedule.

In case of any deviation/ typographical error in the format/ content of the Integrity Pact, missing signature on any page, bank may seek correction in documents from the bidder.

The bid determined as not substantially responsive shall be liable for rejection by the purchaser and may not be made responsive by the bidder by correction of the non-conformity. The decision of the Bank in this regard will be final.

The bank may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any bidder.

17. Revelation of Prices

The prices in any form or by any reasons should not be disclosed in the technical or other parts of the bid except in the Commercial Bid. Failure to do so will make the bid liable to be rejected.

18. Evaluation and Award Criteria



Open Tender for Procurement of Gold Loan Pouches

After opening of the technical bids, all the documents and annexures (except commercial documents/offer) will be evaluated first by the Bank.

First Stage: (Technical Evaluation)

- Technical bid opening will be done in presence of authorised representatives of all the bidders (if they choose to be present) who have submitted technical bid successfully within the stipulated timelines set by the Bank.
- First, Bid Earnest Money/Bid Security Declaration (if required) of all bidders will be verified. Bidder has also to submit the hardcopy of BG/EMD/Integrity Pact/Power of Attorney etc. to Bank within 5 working days from the due date for bid submission besides uploading soft copies on GeM portal by the bidders at the time of bid submission.
- If Bid Earnest Money/Bid Security Declaration is not found in order, that bidder will be declared ineligible for further participating in the tender process.
- All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/SA/third party.
- All third-party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile number should also be evident. 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.
- After that technical bids will be evaluated based on the eligibility criteria defined in the Tender Document. Bids complying with all the eligibility criteria and confirming compliance to all the terms & conditions of Tender Document would be further evaluated on technical parameters.
- Bank may at its sole discretion give some time to bidders to furnish the gap documents or supporting documents and clarifications on the documents submitted during the technical bid.
- Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be shortlisted for further process.
- Bank will determine to their satisfaction whether the bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of Bank will be final in this regard.
- The determination will take into account bidders financial, technical and support capabilities as per Tender Document, based on an examination of documentary evidence submitted by bidders.
- The Bank reserves the right to accept or reject any product/ item/ technology/ module/ functionality proposed by the bidder without assigning any reason thereof. Decision of the Bank in this regard shall be final and binding on the bidders.



Open Tender for Procurement of Gold Loan Pouches

- Bidders may upload representation against their disqualification on GeM portal within 48 hours as per GeM applicable guidelines. Any new documents submitted along with representation will not be considered by Bank.

Intimation to Qualified/Successful Bidders:

The Bank will prepare a list of qualified bidders at each stage on the basis of evaluation of Technical Proposal and Commercial Bid. Commercial Bids(indicative) of only technical qualified bidders shall be opened.

Second Stage: (Commercial Evaluation)

In the second stage, the COMMERCIAL BID of only those bidders will be opened who will comply with eligibility criteria and confirm compliance to all the terms & conditions and technical specifications of the Tender Document.

- Commercial Bid shall be submitted as per the Commercial Bid format provided in this Tender Document. Deviations if any in COMMERCIAL BID will be summarily rejected by the Bank.
- The participating bidder takes utmost care while submitting the Price bid in GeM portal. Any change in Commercial Bid may be summarily rejected by the Bank.
- The bidders will be required to quote for all the items in “component wise rate card”.

After opening of commercial bids, commercial evaluation & verification of the bids will be done by the bank.

- Bank intends to elect maximum two suppliers for supply of Gold Loan pouches, who will be agreeable to supply the pouches on rates offered by the bank. In case of any situation where bank is left with only one eligible bidder then bank reserves the right to negotiate with L1 bidder and offer all order to L1 bidder or scrap the tender.

Determination of L1 Price:

The L-1 price and L-1 vendor for the tender will be decided on the basis of **lowest cost** quoted in commercial bid.

The final L1 bidder shall be selected based on least quoted price for Total cost of ownership as mentioned in Annexure-XIV. However, Bank may negotiate with L1 bidder on total cost of ownership.

- if in case of any situation where Bank is left with only one eligible bidder, or
- rates quoted by L1 bidder seem not in line with the estimations done by the bank, or
- not as per prevailing market rates of offered solution / products.



Open Tender for Procurement of Gold Loan Pouches

In the event of negotiation with L1 bidder on Total cost of ownership, Line items to be decrease by same proportionate as decrease in negotiation on total cost of ownership as per Annexure-XIV.

19. Splitting:

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 (maximum 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 L2 bidders denies matching L1 prices, offer will be made to L3 and so on. In case, any of the bidders fail to match the price offered by bank for L2 position or no bidder qualifies for L2 position, Bank may decide to award the entire contract to L1.

20. Procurement Through Local Supplier/service providers (Make in India)

Applicability of Preference to Make in India, Order 2017 (PPP-MII Order). Bank will follow the guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) issued vide Central Vigilance Commission Order No. 018/VGL/022-377353 dated April 20, 2018 and basis of allotment will be done in terms of instructions on Public Procurement (Preference to Make In India), Order, 2017 – Revision; regarding issued vide GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion letter No. P45021/2/2017-PP (BE-II) dated 4th June 2020, Order, 2017 – Revision; regarding issued vide GOI, Ministry of Commerce and Industry, Department of promotion of Industry and Internal trade letter No. P45021/2/2017-PP (BE-II) dated 16th September 2020, letter No. P-45021/102/2019-BE-II-part (1) (E-50310) dated 04.03.2021, letter No. A-1/2021-FSC-Part (5) dated 16th November 2021. All the guidelines given in Manual of procurement issued on 01.07. 2022. Salient features are given below: -

For the purpose of Preference to Make in India, Order 2017 (PPP-MII Order):

i. "Local content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent. Verification of local content-

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. (As per Annexure-I)

ii. "Margin of purchase preference" means the maximum extent to which the price quoted by a local supplier/service provider may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be as per guidelines.



Open Tender for Procurement of Gold Loan Pouches

iii. Decisions on complaints relating to implementation of the above shall be taken by the competent authority which is empowered to look into procurement related complaints relating to the procuring entity.

Procurement through Local Supplier/service provider (Preference to Make in India) will 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.

‘Local Supplier/service provider’ means a supplier/service provider or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order. The minimum local content shall be 50% for Class I and 20% for Class II supplier or as per guidelines changed from time to time.

Verification of local content: The bidder (if local supplier/service provider) will have to submit a self-certification that the offered item meets the minimum local content and shall give details of the Locations at which the local value addition is made. The local supplier/service provider at the time of submission of bid shall be required to provide a certificate as per Annexure-I giving the percentage of local content.

21. Purchase Preference to MSEs and startups

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.). Unless otherwise stipulated in TIS/ AITB, the Procuring Entity reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:

- i. Class I Local Supplier/service providers 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.
- ii. Class II local supplier/service providers (a supplier/service provider or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for Class-II local supplier/service provider but less than that prescribed for Class-I local supplier/service provider) as per (DPIIT - Public Procurement Section) as revised from time to time.
- iii. 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.
- iv. 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 Any other category of Bidders, as per any Government Policies, announced from time to time, if so, provided in the Tender document.

22. Use of Contract Documents and Information



Open Tender for Procurement of Gold Loan Pouches

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



Section III: Appendix to Instructions to Bidders (AITB)

Specific Terms and Conditions

1. INTRODUCTION

Punjab National Bank (PNB) is one of the largest Public Sector Bank (PSB) of the country with pan India presence of more than 10,000 branches. Bank has its Head Office at New Delhi along with its various Zonal Offices & Circle Offices across India.

For further details, Bidder may visit Bank's website <https://pnb.bank.in>.

2. PURPOSE OF THE PROJECT

Bank is in the process of selection of vendor/s for supply of 1 Crore plastic pouches for storing ornaments pledged in Gold Loan by customers. The purpose of this Tender is to invite complete and commercially competitive proposals from manufacturers capable of manufacturing and supplying said plastic pouches to our branches on pan India level. The required quantity is to be ordered in three years. The successful bidder shall be selected, rates for said pouches shall be finalised through this RFP process and an agreement shall be entered into with the successful bidder/s for entering rate contract for supply of pouches for the period of three years from the date of signing of the contract, which may be further extended by one year at sole discretion of the bank. Maximum Two suppliers will be finalised. The scope of work as given in the tender documents can be further modified in future by the Bank.

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 RFP.

3. BROAD SCOPE OF WORK

For complete detail of scope of work, kindly refer the annexure-VI (Scope of Work).

4. SIGNING OF CONTRACT

The successful bidder(s) shall mandatorily enter into Service Level Agreement (SLA), Non-Disclosure Agreement (NDA) with Bank and submit the Bank Guarantee, within 30 calendar days from the date of LOI given by Bank. The letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions shall be contained in the contract. If the contract is not signed within the given period (30 calendar days), Bid Earnest Money/Bid Security Declaration will be invoked after a grace period of 15 calendar days.

5. DURATION OF CONTRACT



Open Tender for Procurement of Gold Loan Pouches

The contract will start from the date of signing of the contract and will be valid for a period of three years. The contract duration may be extended for one year at the same terms & conditions subject to satisfactory performance by the bidder.

Bank reserves the right to cancel / terminate the contract at any time by giving a written notice of 30 days in case bidder fails to meet any of the requirements as mentioned in the tender document.

6. SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE

The successful bidder shall have to furnish security deposit online or in form of Insurance Surety Bonds / Demand Draft / Fixed Deposit Receipt / Bankers' Cheque or Bank Guarantee (including e-Bank Guarantee) from any Scheduled Commercial Bank other than Punjab National Bank, in favour of Punjab National Bank CPPD Division New Delhi, equal to the amount of 5% of the contract amount, prior to delivery of goods or within 15 days from date of LOI/ Empanelment letter/ Purchase order, whichever is earlier (as per annexure VIII). In case of extension of contract, the bidder needs to provide a new Bank Guarantee one month prior to expiry of existing Bank Guarantee.

The EMD of successful bidder will be returned after submission of EPBG. Bank guarantee if any submitted by the successful bidder shall remain valid for claim period or a period of 6 months beyond the date of completion of all contractual obligations. Other terms are as follows:

- a) No interest on PBG will be paid by Bank.
- b) The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than Punjab National Bank.
- c) The Performance Bank Guarantee shall be furnished for due performance of the complete Services.
- d) In case successful bidder submits any false information or declaration letter during the tender process or period of rate contract, Bank will invoke the Performance Bank Guarantee and will take action as per Bid Earnest Money/Bid Security Declaration submitted by the bidder to recover penalty/damages. In case successful bidder fails to perform the contract, Bank will invoke the Performance Bank Guarantee to recover penalty / damages.
- e) If Govt. releases any amendment for Performance Security under rules of GFR 2017 or any other statutory or regulatory guidelines, Bank may change the clause of Performance Bank Guarantee accordingly during any time of contract period and Successful bidder should submit the revised PBG accordingly within 30 days from date of order of Bank.
- f) The successful bidder shall ensure that the Performance Bank Guarantee to be issued in the favour of Bank, under the terms of the tender document/SLA.



Open Tender for Procurement of Gold Loan Pouches

g) The performance guarantee is required to protect the interest of the Bank against delay in supply/installation/implementation and or the risk of unsuccessful implementation of the project, or performance of the material or services sold, which may warrant invoking of performance guarantee. In case any act of the Service Provider results in imposition of liquidated damages then also the Bank reserves the right to invoke the performance guarantee.

h) If at any time during performance of the contract, the Service Provider shall encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, the Service Provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.

i) Performance of the obligations under the Agreement shall be made by the Service Provider in accordance with the time schedule specified in tender document.

j) The Service Provider shall be liable to pay penalty at the rate mentioned in Penalty clause of this document in respect of any delay beyond the permitted period in providing the Services.

k) No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons not attributable to the Service Provider (The onus to prove the same lies with Service Provider). On reaching the maximum of penalties specified, Bank reserves the right to terminate the contract.

l) As per RFP any unexcused delay by the Service Provider in the performance of its Contract obligations shall render this Agreement to be terminated.

m) Provided further that in case of delay or non-performances 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. Further, Bank also reserves the right to assign the work to other Vendor without any consequences and claims.

n) In case of extension, PBG will also extend up to the time of extension.

o) Security Deposit will be returned to the vendor after 6 months from the completion of contract.

7. ACCEPTANCE OF ORDER (ORDER PLACEMENT):

Orders will be placed by the Bank. The successful bidder shall have to accept and acknowledge orders within 7 days from the date of order placement. Bank has a right to cancel the order and invoke the Bid Security Declaration/forfeit the EMD of bidder or Performance Bank Guarantee, if the same is not accepted within a period of 7 days from the date of order, otherwise it will be considered as accepted.



8. NOT ACCEPTANCE/ NON-EXECUTION OF ORDER:

In case the bidder shortlisted through this tender process (hereinafter called “successful bidder” or “Vendor”) refuses to accept / execute the order, Bank is having all the rights to recover the penalty amount and / or Liquidated damage from PBG as well as any amount payable, expenses, costs, charges etc. from such successful bidder who refused to accept/execute the order. Bank also reserves the right to blacklist/debar the said successful bidder in such eventuality without giving any notice thereof in this regard for a period of further 2 years from the date of blacklisting/debarment.

9. 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 within 7 days of placement of Purchase Order.
2. Non submission of performance Bank Guarantee within stipulated time as specified in the tender document.
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.

10. PAYMENT TERMS

Bank generally makes payment of bills within 30 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.



Open Tender for Procurement of Gold Loan Pouches

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.

The quoted prices should be in Indian Rupees only and should be inclusive of all taxes, F.O.R but exclusive of Goods & Services Tax, which will be paid on actual basis. GSTN details will have to be invariably mentioned in every invoice/e-way bill. Further GST will be paid on reimbursement basis i.e. Successful Bidder/Vendor first pay to Govt. and then will claim it.

11. DELIVERY

Total contract quantity shall have to be supplied as and when requested by branches within three years. The quantity of 1 Crore pouches is tentative and can be increased up to 25%. Delivery of Gold Loan Pouches will be made to our offices at Pan India and charges for the delivery shall be borne by the vendor.

The requested quantity of every indent/trenche/order shall be dispatch by the vendor finalised through this tender to the concerned branches(Pan India) and the delivery should be completed within 21 days from the date of indent/trenche/order. The dispatch should be through Speed post or any reputed delivery company. The vendor should have proper setup for receiving consolidated requests through email from bank and dispatch as per mentioned address (branch wise).

Minimum of 100 pouches of any size will be the minimum quantity for any indent requested by branch. Gold Loan Pouches supplied must conform to our technical specifications/ criteria as mentioned in this bid document.

12. PENALTY:

In case, Gold Loan Pouches supplied by the supplier/suppliers does not conform to technical specifications of material 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
Thickness	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



Open Tender for Procurement of Gold Loan Pouches

	More than (-) 1.5% but up to (-) 3%	3% of value of the quantity of that particular dispatched lot/order 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 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 no printing/illegible printing, torn pouches, uneven surface, defect in printing, uneven size/cutting of pouch, dust particles etc., the supplier shall have to replace the material at their own cost with a minimum penalty amount of Rs. 15,000/- or a maximum up to 5 times the cost of defective pouches, whichever is higher, as decided by the bank, by way of reimbursement or deduction from supplier's security/bills etc.

13. Fall Clause

If the rate contract holder reduces its price or sells or even offers to sell the contracted goods/ services at a price lower than the rate contracted price for same scope work, technical/ functional specifications, to any bank or organization during the contract period, the contract price will automatically be reduced with effect from the date from which such sale or offer of sale was made to outsider.

14. SIGNING OF PRE CONTRACT INTEGRITY PACT:

The bidder should submit original executed Integrity Pact along with the technical BID. The Integrity Pact must be executed on stamp paper of appropriate value and must be signed by authorized signatories on all pages. It should be signed by 2 independent witnesses. The Performa of Integrity Pact is as per (Annexure-VII). In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s).

15. DELAYS IN THE SUPPLIER/SERVICE PROVIDER'S PERFORMANCE:

Performance of the Services shall be made by the supplier/service provider in accordance with the time schedule specified by Bank. Any delay in performing the obligation by the supplier/service



Open Tender for Procurement of Gold Loan Pouches

provider will result in imposition of penalty/liquidated damages and/or termination of rate contract for default.

16. NO RIGHT TO SET OFF:

In case the Bidder has any other business relationship with the Bank, no right of set-off, counterclaim and crossclaim and or otherwise will be available under this tender to the Bidder for any payments receivable under and in accordance with that business.

17. RIGHT TO USE DEFECTIVE PRODUCT

If the goods are delivered in damaged condition or the specifications/quality varies than the stipulated one, the bank reserves the right to use/reject as it may deem fit. Further, in case bank decided to use the goods delivered, proportionate payment with usual deduction and/or penalty and/or liquidated damages may be made as per bank's discretion.

18. 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 Bank.

19. COMPLIANCE WITH LAWS:

Compliance of Order No. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance Department of Expenditure, Govt. Of India:

“That the Successful bidder undertakes and agrees that there is no deviation from the guidelines issued by Ministry of Finance, more particularly, Order No. 6/18/2019-PPD dated 23rd July 2020 issued by Department of Expenditure, Ministry of finance, Govt. Of India. If the Bank comes to know of any infraction thereof, it shall in its sole discretion terminate the Agreement.”

This tender and process incidental thereto shall remain subject to the guideline/order issued by Ministry of finance Department of Expenditure, Govt. Of India vide its Order No. 6/18/2019-PPD dated 23rd July 2020. The Model Clause for the tender as prescribed in terms of para 4 of aforesaid order, is hereby disclosed as under:

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in the aforesaid Order.

2. “Bidder from a country which shares a land border with India” for the purpose of aforesaid Order means:



Open Tender for Procurement of Gold Loan Pouches

- 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
3. The beneficial owner for the purpose of (iii) above and aforesaid order will be as under:
- I. 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—
 - a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
 - b. “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 shareholder’s agreements or voting agreements;
 - II. 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;
 - III. 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;
 - IV. Where no natural person is identified under (1), or (2), or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - V. 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.
4. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
5. 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.



Open Tender for Procurement of Gold Loan Pouches

The Parties will comply with all laws and regulations applicable to their respective businesses including without limitation, all privacy, database, copyright, trademark, patent, trade secret, export, Anti Bribery and Competition Laws.

The selected service provider hereto agrees that it shall comply with Labor and Industrial Laws and all applicable union, state and local laws, ordinances, regulations, CVC, / RBI guidelines, / government directions, statutory requirements and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required at no additional cost to the Bank.

The selected service provider has represented that their company holds all valid, licenses/registrations as may be required under the laws prevalent from time to time, in particular but not limited to, The Contract Labor (Abolition and Regulation Act) and other labour laws. The service provider shall ensure that all such registrations/licenses where required, are kept valid and subsisting throughout the term of the agreement.

If at any time during the term of the Agreement, if Bank is informed or information comes to its attention that the selected service provider is or may be in violation of any terms and conditions mutually agreed between the Bank and the service provider, which proves to be unsatisfactory to the Bank, then the Bank shall be entitled to terminate the Agreement by giving not less than one-month notice in writing.



Section IV: General Terms & Conditions

1. LIQUIDATED DAMAGES

If Successful bidder fails to deliver any or all of the Service(s) / Systems or perform the Services within the time period(s) specified in the Tender Document /Contract / Agreement, BANK shall, without prejudice to its other rights and remedies under and in accordance with the Tender Document /Contract / Agreement, levy Liquidated Damages (LD) from payments, which are due to the Successful bidder.

For calculation of LD:

- If the Bidder fails to deliver and perform any or all the Services within the stipulated time schedule as specified in this Agreement, Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.50% of total Project Cost for delay of each week or part thereof maximum up to 7.50% of total Project Cost. Once the maximum deduction (7.50% of Project Cost) is reached, Bank may consider termination of the Agreement. Both Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently.
- The contract price for calculation of LD is Total Cost.
- The overall LD during implementation will be to a maximum of 7.50 % of the total cost of the project.
- The Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company.
- Part of week will be treated as a week for this purpose.
- However, the Bank may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to the Bidder.
- Bank will deduct the amount of liquidated damages from the payment due of the same project from the Successful bidder. Bank may also withhold the amount to be recovered from the payment due from other projects held by the same bidder.
- Any such recovery or liquidated damages shall not in any way relieve the Successful bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/ Assignment.

In case of termination of contract, the Bank reserves the right to recover an amount equal to 7.5% of the Contract value as Liquidated Damages for non-performance.



Open Tender for Procurement of Gold Loan Pouches

Both Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently. The penalty is for delay/non-supply of stationery, supply of inferior quality products, etc. and not for termination, whereas the liquidated damages are applicable on event of termination on default and well as delay in performance / non-performance. 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, the Bank reserves the right to terminate the order/contract AND/OR to recover a suitable amount as deemed reasonable as Penalty / Liquidated damages for non-performance. Violation of terms of the agreement shall attract penalties.

Note: Bank has the right to recover liquidated damages and penalty amount from any dues that may be payable to the supplier or from performance bank guarantee or both. Besides this, additional measures for recovery of penalty and liquidated damages as per law shall be taken by the bank.

2. TERMINATION OF CONTRACT:

A. Termination for Default:

The quality of items/services supplied by the bidder will be reviewed and if the services and quality of goods are not found satisfactory, bank reserves the right to terminate the contract by giving 30 days' notice to the bidder. The decision of the bank regarding quality of items/service shall be final and binding on the bidder.

Further, the bank shall have the right to terminate/cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of 30 days, for any valid reason, including but not limited to the following:

- a) Excessive delay in execution of order placed by the Bank.
- b) Discrepancies / deviations in the agreed products.
- c) Violation of terms & conditions stipulated in this Tender Document /Purchase order or Breach of the Agreement.
- d) If the bidder fails to execute the work or any part thereof in accordance with the contract.
- e) If abandonment of the work or any part thereof by the vendor.
- f) If the progress made by the vendor is found to be unsatisfactory.
- g) Failure to deposit the performance bank guarantee asked for under the contract.
- h) If the vendor fails to deliver any or all of the services at the nominated site within the time-period(s) specified in the contract.



Open Tender for Procurement of Gold Loan Pouches

- i) In the event of commencement of liquidation or winding-up (whether voluntary or Compulsory) of the vendor or appointment of a receiver or manager of any of the vendor's assets and/or insolvency of the vendor.
- j) If the vendor assigns or attempts to assign his interest or any part thereof in the Contract without written, express permission of the Bank.
- k) If required, Bank may also take action against the vendor and blacklist them without any correspondence in this regard.
- l) The Bank suffers a reputation loss on account of any activity of vendor or its person, sub-contractor and agents.
- m) After giving notice to terminate the contract the vendor must continue to extend his services till an alternative vendor is found.
- n) In case of termination due to reasons attributable to the service provider/OEM as decided by the Bank, Bank reserves the right to allot the remaining work (as per scope of work) to another service provider/OEM of its choice on such terms and conditions as it may deem fit. Any financial liability including costs, charges, expenses etc. which the bank incurs on this account, shall be recovered by the Bank from service provider/OEM from PBG, pending payment etc. apart from the other recovery action.

B. Termination for Insolvency:

The Bank may, at any time, terminate the Contract by giving written notice to the Vendor, if the Vendor becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

Notwithstanding anything contained in this Agreement, Bank shall be at the liberty to terminate this Agreement at any time by sending a 30 days' notice period to the Vendor without bearing any consequences and without assigning any reason for same.

C. Data Purging/Destruction clause

"The vendor should ensure to have provision for the secure removal and/or destruction of data, hardware and all records (both digital & physical), if necessary. To ensure the seamless transition, the vendor should cooperate fully with the Bank/the new 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."

3. SUBCONTRACTING:

Subcontracting, consortium and joint assignments is not allowed under this RFP, Bank will only deal with the bidding Bidder, who will be responsible for delivery of all services. The bidder will be fully responsible to Bank for execution of the contract in its entirety and compliance of SLA, the



Open Tender for Procurement of Gold Loan Pouches

delivery of all the services as per, end-to-end delivery of services and will be a single point of contact throughout the contract period.

4. FORCE MAJEURE:

The bidder or the Bank shall not be responsible for delays or non- performance of any or all contractual obligations due to any Force Majeure cause which is beyond the control of the bidder or Bank, as the case may be and which substantially affects the performance of the obligations under the Agreement of the contract such as including:

- a) Acts of God, natural calamities, including but not limited to floods, droughts, earthquakes and epidemics;
- b) Acts of any country, domestic or foreign, including but not limited to war, declared or undeclared priorities, quarantines, embargoes;
- c) Acts of public enemy, accidents and disruptions including but not limited to fires, explosions, breakdowns of essential machinery or equipment;
- d) Transportation delay due to force majeure or accidents;
- e) Strikes, lockouts and sabotages;
- f) Riots and civil commissions;
- g) Lockdown imposed by Govt., Pandemic declared by Govt. and Quarantine restriction imposed by the govt. etc.
- h) Provided that the bidder shall notify the Bank in writing of such causes within ten days from the occurrence of such a cause.
- i) Unless otherwise directed by the Bank in writing, the bidder shall to the extent possible mitigate the consequences of the force majeure event and make all necessary alternative arrangements to perform their obligations and accordingly continue to perform its obligations under the contract as far as possible and shall seek all means for performance of all the obligations, not prevented by the Force Majeure event. It is further made clear that the act of force majeure will not cover instances of commercial hardship.
- j) Provided further that in case of delay in Services, which shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the contract and the Bank shall have the right to terminate this contract without giving any further notice to the bidder.
- k) Further, Bank also reserves the right to assign the work to other successful bidders or/and service providers without any consequences and claims.

5. 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:

- a) Non-submission of acceptance of order within 7 days of placement of order.



Open Tender for Procurement of Gold Loan Pouches

b) Non submission of performance bank guarantee within stipulated time as specified in the Tender Document.

c) Non signing of contract within the time specified by bank.

Note: Besides the above-mentioned situations, bank reserves the right to terminate the contract as mentioned under termination clause.

6. CONTRACT BETWEEN BANK AND SHORTLISTED BIDDER:

The shortlisted bidder shall be required to execute SLA (Service Level Agreement) and NDA (Non-Disclosure Agreement) with the Bank within 30 calendar days of empanelment letter given by the Bank.

7. 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, Bank shall 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 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 made a public announcement or media release about any aspect of the Contract unless 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 and Industrial laws, 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.



8. ENTIRE AGREEMENT

This RFP 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.

If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this contract shall be considered to be assigned to the new party and such an act shall not affect the rights and obligations of the successful bidder and such amalgamated/merged entity.

9. PATENT RIGHTS

The successful bidder shall indemnify and keep harmless 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 and keep the Bank harmless 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 to compensate the bank against such financial loss 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.

10. 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



Open Tender for Procurement of Gold Loan Pouches

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 Bidder 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 Bidder 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 Agreement to another person in any manner, it shall cause



Open Tender for Procurement of Gold Loan Pouches

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 Bidder'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 unauthorised 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 authorised 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. Bidder agrees to indemnify Bank against any loss suffered by Bank due to breach of confidential terms as mentioned hereinabove.

11. 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.

12. INTELLECTUAL PROPERTY RIGHTS



Open Tender for Procurement of Gold Loan Pouches

1. The bidder 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.
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.

13. INDEMNIFICATION

Successful bidder assumes responsibility for and shall indemnify and keep the Bank 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 the Tender Document /SLA or otherwise for which the Successful bidder has assumed responsibilities including those imposed under any



Open Tender for Procurement of Gold Loan Pouches

SLA, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed/hired/deployed/services utilized by the Successful bidder in connection with the performance/discharge of its obligations under the SLA. 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 the SLA and to protect the Bank during the tenure of the SLA.

i. 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 the SLA 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.

ii. Successful Bidder further agrees that it shall, at its own expense, cost, damages etc., 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.

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

iv. 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, Successful Bidder 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,

The terms of this clause shall survive the termination of the SLA.

14. TAXES

The rates quoted in Performa for Commercial offer should be inclusive of all taxes. However, GST shall be paid to the bidder on actual basis at the rate applicable. The rate of applicable GST should be informed and charged separately in the invoice generated for supply of the services.



Open Tender for Procurement of Gold Loan Pouches

It will be the responsibility of the Vendor to provide clarifications/particulars/ documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc. at its cost.

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.

15. GOVERNING LAW 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 Tender Document /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.

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 Bank Guarantee, 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. Each party to bear their own costs unless directed otherwise

16. LIMITATION OF LIABILITY

Vendor's aggregate liability under the Agreement 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:



Open Tender for Procurement of Gold Loan Pouches

1. Liability of Vendor for third party claims for IP Infringement.
2. Liability of Vendor (including third party claims) in case of bodily injury (including Death).
3. Liability of Vendor (including third party claims) in case of damage to real property and tangible property caused by the Vendors' gross negligence.
4. Liability of the Vendor in case of gross negligence or wilful misconduct attributable to the Vendor while providing services under this Agreement.
5. Liability of the Vendor in case of fraudulent acts or wilful misrepresentation attributable to the Vendor regarding the services provided under this Agreement.
6. Breach of the confidentiality.
7. Employment liabilities for vendor's staff relating to the period of their employment within contractual period while working with Bank.
8. Any liability/ penalty/ cost/ compensation/ charges etc. that cannot be capped or is excluded as a matter of applicable laws and imposed by the statutory authority, government bodies, court, tribunals, regulatory authority etc. in relation to this Agreement, owing to the fault of the Vendor.
9. 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.

17. DATA PROTECTION

Successful bidder will ensure compliance to Data Security, Data Secrecy, Data privacy related issues and comply with, Information Technology Act, 2000, The Digital Personal Data Protection Act- 2023 and other applicable laws in force from time to time pertaining to digital and personal data protection and will comply with all privacy and data protection provisions. Further it must be ensured that due care be taken while collecting and dealing with sensitive personal data or information.

Web portal will be secured to avoid hacking, infusion of virus, unauthorized copying, tampering, etc. and all sort of security required as per law & practices to be adopted and implemented by bidder. Any breach of this Condition by the bidder shall be deemed to be a material breach of the Contract and the Bidder shall indemnify BANK from the against any costs, losses, damages, proceedings, claims, expenses or demands incurred or suffered by BANK which arise as a result of such breach.

- **Compromise with secrecy:** In case of compromise with Security of any type of data, Bank will **blacklist** the successful vendor and initiate suitable legal and criminal action for breach of trust including reporting the matter to IBA and other concerned authorities.



Open Tender for Procurement of Gold Loan Pouches

The Vendor will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank as explained under “Non-Disclosure Agreement” in Annexure XI of this document.

18. USE OF NAME/LOGO OF THE BANK:

Bidder shall not use for publicity, promotion, or otherwise, any logo, name, trade name, service mark, or trademark or any simulation, abbreviation, or adaptation of the same of the 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 Tender Document and shall entitle the Bank to take appropriate legal actions as available to it in law and the RFP.

19. BUSINESS CONTINUITY PLAN:

The Successful Bidder shall ensure to have effective business continuity and disaster recovery plan. The Successful 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.

The successful vendor shall at their own expenses develop and establish a robust framework for documenting, maintaining and testing business continuity and recovery procedures. The successful vendor shall periodically test such business continuity plan and recovery procedures at their premises. The Bank shall be entitled to conduct joint testing and recovery exercise with the successful vendor. The Bank shall be entitled to appoint another vendor to provide the goods in the event of the goods supplied by the successful vendor being interrupted for any reasons whatsoever. The successful vendor shall adhere to fair practice in performance of the Services

20. CARTELIZATION AMONG BIDDERS

In terms of Banks extant guidelines following shall prevail:

	Bids allowed by		Bids not Allowed by
a	Principal / OEM / Solution Provider on a standalone basis.	a	If any product of Principal / Original Equipment Manufacturer (OEM) is being quoted in the tender, the OEM Company cannot bid for any other OEM ‘s product.
b	Indian Authorised Representative (IAR)/ Agent / System Integrator (SI) on behalf of the Principal / Original Equipment Manufacturer (OEM) / Solution Provider	b	IAR / Agent / SI and the Principal /OEM/ Solution Provider cannot bid simultaneously for the same product in the same tender.



	Bids allowed by		Bids not Allowed by
		c.	If an IAR submits bid on behalf of the Principal/OEM, the same IAR shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.
		d.	Joint or Consortium bidding is not allowed.

21. SEVERABILITY

In the event that any of the provisions contained in this Tender Document /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 the Tender Document /Agreement will not be in any way affected or impaired by such a finding.

22. NO WAIVER

No waiver of this Tender Document /Agreement or any of its provisions is valid unless expressly agreed to in a writing signed by the party. No waiver by the party of any default under this Agreement is a waiver of any other or subsequent default. The failure of the party to insist upon strict and timely performance of any term or condition of this Agreement shall not be deemed a waiver of any right or remedy that the party may have under this Agreement or at law or equity and shall not be deemed a waiver of any subsequent default in performance of the terms and conditions of this RFP/

23. NON-SOLICITATION

The Bidder, during the term of the contract, shall not, without the express written consent of the Bank, directly or indirectly:

- a) Recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity by the Bank in rendering services in relation to the contract; or
- b) Induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

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 agreement except with the written consent of the other party.



Open Tender for Procurement of Gold Loan Pouches

However, nothing contained herein shall restrict the Bank to engage any personnel/employee of bidder, 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 bidder.

24. NON-DISCLOSURE

By virtue of Contract, as and when it is entered into between the Bank and bidder and its implementation thereof, Vendor may have access to the Confidential Information and data of the Bank and its customers. Vendor will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per the following:

- Bidder will treat the Confidential Information as confidential and shall not disclose to any third party. bidder will also agree that its employees, agents, sub-contractors shall maintain Confidentiality of the Confidential Information.
- The bidder will agree that it shall neither use, nor reproduce for use in any way, any Confidential Information of the Bank without consent of the Bank. That the Bidder will also agree to protect the Confidential Information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, Bidder shall use reasonable efforts to advise the Bank immediately in the event that 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 Vendor. and will reasonably cooperate in seeking injunctive relieve against any such person.
- That if Bidder 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 Vendor is bound to maintain the confidentiality. This Clause will remain valid even after the termination or expiry of this agreement.
- Bidder will strictly maintain the secrecy of Bank's data at all time
- The Bidder shall use the confidential information only for the purpose for which it was provided and shall not make profit from the same in an unauthorized manner.
- Bidder shall indemnify Bank against any loss suffered by Bank due to disclosure of confidential information by engineers/employees of Vendor.
- 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.
- 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.



25. REPRESENTATIONS AND WARRANTIES

(1) The Bidder hereby represents and warrants that:

- i. It is a Bidder registered under the companies Act, 1956 & 2013/ Partnership incorporated under Partnership Act 1932/ LLP Act, 2008, with its headquarters at and is valid as per the existing laws of the place of its incorporation.
 - ii. It has taken all required measures to authorize the execution and consummation of this Agreement and will furnish satisfactory evidence of the same upon request. An authenticated list of the officers of the Bidder who are authorized to sign and / or execute this agreement and / or other related documents and writings shall be provided to the Bank
 - iii. The execution, delivery and performance of this contract by the Bidder in accordance with its terms shall not violate or conflict with its articles or memorandum of association or any other organizational documents.
 - iv. The Bidder shall ensure that under this Contract:
 - a. It would not devolve upon the creation or imposition of any lien, charges or encumbrance upon the capital stock, properties or assets of it;
 - b. That there are no judicial or administrative actions, proceedings or investigations pending to the best of its knowledge, which would have a material adverse effect on its capacity to perform its obligations under this agreement or any of the other documents referred to in this agreement to which it is a party.
- (2) The Bidder hereby represents and warrants to the Bank that it shall not violate any proprietary and/ or intellectual property rights of any third party, including without limitation, confidential relationships, patents, trade secrets, copyright and/or any other proprietary rights.
- (3) The Employees of the Bidder shall continue to be the Employees of the Vendor and work under its discretion and shall not have any employment from the Bank by the virtue of providing the Services, irrespective of the location of their work.
- (4) At no point of time during the term of the Agreement, employees of Vendor will be treated as employees of Bank. The payment of salary, benefits and all related taxes for the employees of the Vendor will be the sole responsibility of the Vendor.
- (5) The Bidder agrees, represents and warrants that no officer of the Bank, director employee or immediate family member thereof has received or will receive anything of value of any kind from the Bidder Vendor or its officers, directors, employees or agents in connection with this agreement; and that none of them has a business relationship of any kind with the Vendor, it's Personnel or any of its other officers.
- (6) The express warranties granted above are in lieu of all other warranties, whether express or implied.

26. INSURANCE



The Bank will not be liable for any damage/loss to assets, resources and manpower deployed by the Service Provider for executing the operations. Service Provider shall procure all Insurance policies to include requisite insurance coverage as applicable including but not limited to Comprehensive general liability insurance and /or third-party accident insurance to safeguard any eventuality while the employees of the Service Provider are on duty.

27. 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:

- a. they have controlling partner (s) in common; or
- b. they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c. they have the same legal representative/agent for purposes of this bid; or
- d. 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
- e. Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will 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.
- f. 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.

28. NOTICE & OTHER COMMUNICATION

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.



29. AMENDMENT

This RFP shall not be altered or modified except by a written Agreement or addendum signed by authorized representatives of all the Parties.

30. CORRUPT AND FRAUDULENT PRACTICES

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

a) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

b) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

Bidders responding to this RFP need to sign the Integrity Pact (IP) which will be also signed by Banks representative.

31. PROFESSIONALISM

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



ANNEXURE - I

Bid Cover Letter (TECHNICAL BID)

To be submitted by bidder along with bid documents (on letterhead of the Company)

Date:

To

Assistant General Manager – CPPD
Punjab National Bank,
4th Floor, 5, Sansad Marg,
New Delhi-110001

Sir,

Ref: Open Tender for Procurement of Gold Loan Pouches

We submit our Bid Documents herewith.

We M/s _____, a company incorporated under the Indian Companies Act 1956/2013 or Society Registration Act 1860/Indian Partnership Act 1932 or Limited Liability Partnerships Act 2008 with its registered office at _____ understand and confirm that:

1. Bank is not bound to accept the lowest or any bid received by you, and Bank may reject all or any bid.
2. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form. Till such a formal contract is prepared and executed, this bid shall constitute a binding contract between us and Bank.
3. If our bid is accepted, we are responsible for the due performance of the contract.
4. 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.
5. We have not been blacklisted/ debarred /banned by the Government / Government agency / Banks / Financial Institutions / PSUs in India during the last 3 years from the date of bid submission.

Further, in case, the bidder entity/ company is the result of any (merger/acquisition) or (demerger / hiving off / spin off), then none of the involved companies/entities should have been blacklisted / debarred / banned by Government / Government agency/Banks/Financial Institutions / PSUs in India during last 3 years on the last date of bid submission.

6. Terms & Conditions: We hereby undertake 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).



Open Tender for Procurement of Gold Loan Pouches

We understand & agree that in event of being successful in the bid, 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 RFP, 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 tender conform to the Scope of work and technical specifications stipulated by you. (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)

7. We have participated in the captioned RFP 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 are not from such a country.

OR

2. 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 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).

1. We do not have any TOT arrangement requiring registration with the competent authority

OR

2. We 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.

8. 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



Open Tender for Procurement of Gold Loan Pouches

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.

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

10. We, hereby declare that our Firm/Company does not have any pecuniary liability nor any judiciary proceedings or any restraint restricting us in fulfilling the consultancy services.

11. We, hereby also declare that we are the prime bidder and no consortium exists for the solution/ services to be offered.

12. We further declare that no legal action is pending/ contemplated against us nor are we debarred by any legal jurisdiction in India/ or charged of any fraud or malfeasance, which may affect our ability to deliver as per the terms of the RFP or threatens solvency of the firm/company.

13. We further declare that none of our Directors are convicted of any criminal offence related to their professional conduct or making false statements or misrepresentations as to their qualifications to enter into a Procurement Contract within a period of two years preceding the last date of bid submission of RFP. If the same comes to Bank's notice at a later date, the Bank will be free to revoke any contract entered with the vendor and invoke Bank Guarantee at its discretion.

14. We further declare that M/s _____ (Name of Bidder) is not owned or controlled by any Director/ Key Management Personnel as well as Relatives of Director/Key Management Personnel of Punjab National Bank, both present and those who have retired in the last one year.

15. The Bidder should neither have failed to perform any agreement during the last five years, as evidenced by imposition of a penalty by an arbitrage or judicial pronouncement against the Bidder or its Affiliates/Group Companies/member firms in India, nor had any agreement terminated for breach by such Bidder or of its Affiliates/Group Companies/ member firms in India.

16. We further declare that we have sufficient expertise and capability to deliver efficient and effective advice on the areas mentioned in the scope of work and we have in-house capability to take up assignment on our own but not through any associates.

17. We further declare that we have all necessary licenses, permissions, no objections, Approvals as required under the law for carrying out its business. We have valid GST and other applicable taxes registration certificates/PAN etc.

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. We further declare that we have not been disqualified on account of indulging in unethical business practices, a certificate to this effect be made available by the bidder from their existing clients/ banks.



Open Tender for Procurement of Gold Loan Pouches

20. We further declare that there are no pending cases against us involving cheating /fraudulent activities. Details of such activities, if any, must be furnished to the Bank.

21. We further declare that we do not have had any unsuccessful implementations (Contract termination) for non- performance in any of the earlier contracts with any Bank during last 5 years.

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

23. We, M/s _____ hereby submit the following information regarding our Centralised Service Support Center and other Support Offices in India:

1. We have Centralised Service Support center in India at following locations:

Sl. No.		Full Address	Contact person Name	Designation	Contact Number
1					

We have Support Offices in India at following locations:

Sl. No.	Full Address	Contact Person Name	Designation	Contact Number

24. We hereby submit the escalation matrix of our organization (M/s _____) as following: -

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

25. This is to certify that proposed _____ services provided by M/s _____ as per scope of work mentioned in the RFP document is having the local content of _____ % as defined in the above-mentioned RFP and amended thereto. Details of the location(s) at which the local value addition is made are as under:



Open Tender for Procurement of Gold Loan Pouches

Component	Location(s) of value addition	%age of Local Content

• Therefore, we certify that we qualify for the following category of the supplier/service provider (tick the appropriate category):

- Class-I Local Supplier/service provider/
- Class-II Local Supplier/service provider/
- Non-Local Supplier/service provider.

This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide order No. P-45021/2/2017-PP (BE-II) dated 4th June 2020 & Revision vide order No. P-45021/2/2017-PP (BE-II) issued by Department of Promotion of Industry and Internal Trade dated 16th September 2020.

Date: _____

Place: _____

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Contact No:

Seal of Company:

ANNEXURE - II

Eligibility Criteria

Sl. No.	ELIGIBILITY CRITERIA	Documentation required
1	<p>Bidder must be a registered company/entity in India for at least 5 years as on RFP date (A company incorporated under the Indian Companies Act, 1956/2013/Indian Partnership Act 1932 or Limited Liability Partnerships Act 2008 (four years for MSEs/Startup) as on date of bid submission.</p> <p>The demerged entities (by virtue of corporate restructuring exercise, etc.) may bid in this RFP in line with Office Memorandum No. F.8/78/2023-PPD dated 12.10.2023 of (Department of Expenditure (DoE), Ministry of Finance (MoF), Government of India.</p> <p>Also, the line of business of demerged entity must be in line with the business for which this RFP is intended.</p>	<p>Copy of the certificate of incorporation - issued by The Registrar of Companies/ Partnership Deed etc. and certificate for change of name, etc., if any.</p>
2	<p>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/ Large Organizations regularly for at least last 3 years i.e., for FY 2022-23, 2023-24 and 2024-25</p>	<p>Copy of purchase order/any other relevant document to the satisfaction of the bank for all 3 financial years.</p>
3	<p>The bidder should have successfully supplied 10 Lakhs pouches (with same or higher specification as mentioned in scope of work) to Public Sector Banks/ Public Sector Undertakings/ Large</p>	<p>Performance certificate from client side to be provided as per Annexure IV.</p> <p>OR</p>



Open Tender for Procurement of Gold Loan Pouches

Sl. No.	ELIGIBILITY CRITERIA	Documentation required
	<p>Organizations in at least one of the last five years ending 31.12.2025.</p>	<p>Purchase/Work Order/ Agreement along with email from the client containing all the required information as per Annexure-IV.</p> <p>Kindly note that that Client's Email should be from their official Email IDs only, containing their name, designation & Mobile no.</p> <p>OR</p> <p>Copy of Purchase/ Work Order/Agreement along with Installation / Execution Certificate containing the required information as per Annexure-IV duly signed & stamped by the Client</p> <p>OR</p> <p>Purchase order/agreement along with any other proof of execution/installation/ implementation to the satisfaction of Bank.</p>
4	<p>The Bidder should have minimum average annual turnover of ₹325.00 lakhs during preceding three financial years i.e. FY 2022-23, 2023-24 and 2024-25.</p> <p>In case of MSE/ Startup, bidder should have average annual turnover of ₹160.00 lakhs during last three financial years i.e. 2022-23, 2023-24 and 2024-25.</p> <p>This must be individual firm/ company turnover and not of any group of firms/ companies.</p> <p>The net worth of the Bidder should not be negative on 31.03.2025 and</p>	<p>Certified copy of audited Balance Sheets along with certificate from the Chartered Accountant. The Bidder should submit following certificates issued by their chartered accountant:</p> <p>Stating the amount of turnover for last 3 financial years i.e. FY 2022-23, 2023-24 and 2024-25.</p> <p>Stating the tangible net worth for last 3 financial years i.e., FY 2022-23, 2023-24 and 2024-25.</p> <p>A certificate from Chartered accountant is required with regard to turnover as</p>



Open Tender for Procurement of Gold Loan Pouches

Sl. No.	ELIGIBILITY CRITERIA	Documentation required
	should have not eroded by more than 30% in the last three financial years, as on 31.03.2025.	stated in bid document. All documents provided by chartered account should have UDIN.
5	Bidder should not be debarred by any Govt./ PSU/Scheduled commercial bank.	Bidders, should submit an undertaking as per Annexure-I on their letterhead.
6	Bidder/printer should have necessary arrangement for printing & fabrication of Gold Loan pouches preferably under one roof.	Self – certification on company letterhead

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted. All Annexures must be on the letter head of the Bidder, except those which are to be provided by statutory auditor/CA/third party.

NOTE:

1. Bidders need to provide the readable copy of EMD document, Pre-Integrity Pact, Board Resolution/Power of Attorney online as well as in hardcopy(original) for Technical Bid duly seal and signed by the authorized person of firm/company/organization. No Photocopy or colour scan copy will be accepted for these documents.
2. In case any purchase order has been issued to the bidder by our Bank in respect of any other project/product and the same has not been delivered/executed even after the prescribed time



Open Tender for Procurement of Gold Loan Pouches

period and if the delay is not accepted & approved by the Bank, the bid of the respective bidder is liable for rejection.

3. 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.

4. Technical Evaluation will be done by Bank's technical evaluation committee, and the decision of the committee will be final.

5. Bidders to submit relevant documentary evidence for all parameters mentioned.

6. 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.

7. All Annexures must be on the letter head of the Bidder, except those which are to be provided by statutory auditor/CA/third party.

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.

9. Bidder is also required to substantiate whether the person signing the document from his Company is authorized to do so on behalf of his company respectively. Inability of the bidder to prove the genuineness/authenticity of document from his Company may make the bid liable for rejection.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company



ANNEXURE- III

Bidder Information

Please provide following information about the Company (Attach separate sheet if required):

S. No.	Information	Particulars / Response
	Company Name	
	Constitution (Proprietorship/Partnership/ Public/Pvt. Company)	
	Date of Incorporation (Activity as per incorporation) (copy of certificate of incorporation to be enclosed)	
	Names of Directors/Partners/Prop.	
	Company Head Office Address	
	Registered office address	
	TIN/TAN No./GST	
	Authorized Signatory's Name: Designation: Phone: Email:	
	Whether MSME or start up (quote registration no. and date of registration, copy to be attached)	
	Whether bidder eligible for preference to domestically manufactured electronic products (DMEP) in government procurement vide notification dated 23.12.13 and guideline dated 16.11.15 as amended from time to time and updated in ministries web site – www.deity.gov.in/esdm/pmn as applicable to the bank.	
	<u>Bank Account Detail:</u>	



Open Tender for Procurement of Gold Loan Pouches

	Account Number, Account Name, IFSC, Bank Name	
	Specimen Full signature and Initials of Authorized Signatory	<input type="text" value="Initial"/> <input type="text" value="Signature"/>
	Contact persons address, telephone number, mobile number, Fax Number, E-Mail ID. (give at least 2 contact persons details other than authorized signatory)	

Yours faithfully,

Signature of Authorized Signatory

Name of Signatory:

Designation:

Date:

Seal of Company



ANNEXURE-IV

Performance Certificate

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

TO WHOM SO EVER IT MAY CONCERN

To
Punjab National Bank
Centralised Procurement and Partnership Division
5 Sansad Marg Head Office
New Delhi-110001

Sir,

Reg.: **Open Tender for procurement of Gold Loan Pouches**

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

Name & Full Address of the Organization	Name of product/services Offered	Quantity of goods/ services	Period during which goods supplied /service provided

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

The project successfully running till date OR the project has completed its course on _____ (Month and Year).

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

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company



ANNEXURE-V

Turnover Certificate

Reg: Open Tender for procurement of Gold Loan Pouches

To be provided by Statutory Auditor/Chartered Accountant

This is to certify that M/s _____, a company incorporated within the meaning of Companies Act, 1956 & 2013/ Partnership incorporated under Partnership Act 1932/ LLP Act, 2008, with its headquarters at, _____ has the following Turnover, Net Profit/Loss and Net worth from its Indian Operations. This information is based on the Audited Financial Statements for 2022-23,2023-24 and 2024-25.

Financial Year	Turnover (Rs. In Lacs)	Profit Before Tax & Depreciation (Rs. In Lacs)	Net Profit/Loss (Rs. In Lacs)	Tangible Net Worth (Rs. In Lacs)
2022-23				
2023-24				
2024-25				
Average of above three FY				

Date: _____

Place: _____

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

UDIN



ANNEXURE – VI

Detailed Scope of Work/ Description of Goods

The purpose of this RFP is to invite technically complete and commercially competitive proposals from manufacturers capable of manufacturing and supplying 1 crore+25% quantity of Gold Loan Pouches to our branches on pan India level. The required quantity is to be ordered in three years. The successful bidders shall be selected, rates for said pouches shall be finalized through this RFP process and an agreement shall be entered into with the successful bidder/s for entering rate contract for supply of pouches for the period of three years from the date of signing of the contract, which may be further extended by one year at sole discretion of the bank. The scope of work as given in the tender documents can be further modified in future by the Bank. Maximum Two suppliers will be finalised.

1. Description & Quantity of Gold Loan Pouches

Sl. No.	Particulars	Total Quantity
1	Gold Loan Pouches Type-1 (size 11” x 6.5”)	90 lakhs +25% Pouches in different lots
2	Gold Loan Pouches Type-2 (size 14” x 10”)	10 lakhs +25% Pouches in different lots

Specifications for Gold Loan Pouches

Job	Procurement of 1 Crore Gold Loan Pouches +25%
Film type	Natural and tamper proof and translucent
Validity of tender	The required quantity is to be ordered in three years.
Size	Type-1 : 11” x 6.5” Type-2 : 14” x 10”
Considerable Adhesive shelf life	2 years
Type of plastic content	Only virgin plastic permitted, no recycled material is permitted
thickness	Minimum 100 micron



Open Tender for Procurement of Gold Loan Pouches

Type of seal	Twin
Type of flap	Lip to Lip
Flap height	included
Sequential numbering	yes
Type of closure	1+3 i.e. 4 Void-30mm each
Number of colors	3 Colors both sides
Printed proforma	One side printing and ball pen printing should not be erasable on that side of pouch

After award of contract:

- The samples submitted for approval should be duly signed and stamped by the supplier. Difference in quality of supplied pouches 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 -XIX of this document.**



ANNEXURE-VII

Performa for Integrity Pact
(On letter head of Bidder)

To,
The Assistant General Manager
Punjab National Bank,
CPPD,
Head Office,
5, Sansad Marg,
New Delhi- 110001

Reg: Open Tender for Procurement of Gold Loan Pouches

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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



Open Tender for Procurement of Gold Loan Pouches

Integrity Pact (On stamp paper of requisite value)

This **AGREEMENT** is executed at Delhi on this ___ day of _____, 2026 between the **Punjab National Bank**, a body corporate, constituted under the 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 offices its Centralised Procurement & Partnership Division (CPPD) at 5, Sansad Marg, New Delhi-110001, hereinafter called "**the Principal**", which expression shall, unless repugnant to the context, include its representatives, successors, administrators and permitted assigns of **ONE PART** and;

M/s _____ (CIN No. _____) a Company registered under the provisions of companies Act 1956 & 2013/ Partnership incorporated under Partnership Act 1932/ LLP Act, 2008 and having its Registered Office at.....
(Through Shri /Ms _____, (designation), as authorized vide its Board Resolution/Power of Attorney dated _____) hereinafter called "**the bidder/Contractor**", which expression shall, unless repugnant to the context, include its heirs, representatives, executors, administrators, successors and permitted assigns, of the **OTHER PART**;

Preamble

The Bank intends to award contract/s for _____, under laid down organizational procedures, contract/s for _____. The Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or vendor(s) or contractor(s). To achieve these goals, the principal shall appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the abovementioned principles.

Section 1- Commitments of the Principal

1. The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
2. No employee of the principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
3. The principal shall treat all Bidder(s) with equity and reason during the tender process. The principal shall, in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
4. The principal shall exclude from the process all known persons having conflict of interest.
5. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the BNS/PC Act, or if there be a substantive suspicion in this regard, the principal shall inform the Chief Vigilance Officer and in addition shall initiate disciplinary proceedings.

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



Open Tender for Procurement of Gold Loan Pouches

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

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

b. The Bidder(s)/ Contractor(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in violation of the Competition Act, 2002 (as amended from time to time). This applies to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the tender process.

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

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

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

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

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

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

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per laid down procedure to debar the Bidder(s)/ Contractor(s) from participating in the future processes of the Government of India.

Section 4- Compensation for Damages



Open Tender for Procurement of Gold Loan Pouches

1. If the Principal has disqualified the Bidder(s) from the tender process before the award according to Section 3, the principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5- Previous transgression

1. The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this integrity pact with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise or central/state government department in India that could justify his exclusion from the tender process.
2. If the Bidder makes an incorrect statement on this subject, the principal shall act like (para 2) of Section 4 above.

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

1. In case of sub-contracting, the principal contractor shall be solely responsible for the adherence to the provisions of Integrity Pact by the Sub-Contractor(s).
2. The principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The principal will disqualify from the tender process all the Bidders who do not sign this Pact or violate its provisions.

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

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

Section 8- Independent External Monitor

Sl. No.	Name of IEM	E-mail
1	Sh. Madhusudan Prasad (IAS-Retd.)	mprasad23@gmail.com
2	Sh. Rishi Kumar Shukla (IPS-Retd.)	rishi_2000in@yahoo.com

1. The principal appoints competent and credible Independent External Monitors (IEM) for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the



Open Tender for Procurement of Gold Loan Pouches

obligations under the agreement. The IEMs are not to be contacted for generic tender related queries, for which queries may be directed to the Bank Officials. Bank reserves its right to appoint any other person as Independent External Monitor in terms of the applicable government notifications or guidelines issued from time to time.

2. The Monitor is not subject to instructions by the parties' representatives and performs their functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. However, the documents/ records/ information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. It shall be obligatory for them to treat the information and documents of the Bidders/Contractors as confidential. They report to the Managing Director and CEO, Punjab National Bank.

3. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction, all project documentation of the principal, including that provided by the Contractor(s). Upon their request and demonstration of a valid interest, the contractor shall also grant the Monitor unrestricted and unconditional access to their project documentation. The same applies to Sub-contractors.

4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on "Non-Disclosure of Confidential Information" and "Absence of Conflict of Interest". In case of any conflict of interest arising later, the IEM shall inform MD & CEO, Punjab National Bank and recuse themselves from that case.

5. The Principal shall provide the Monitor with sufficient information about all meetings among the parties related to the Project, provided such meetings could impact the contractual relations between the principal and bidder/Contractor. The parties offer the Monitor the option to participate in such meetings.

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

7. The Monitor shall submit a written report to the MD & CEO, Punjab National Bank within 8 to 10 weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.

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

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

Section 09- Pact Duration



Open Tender for Procurement of Gold Loan Pouches

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

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

Section 10- Other provisions

This Pact/agreement is subject to Indian Law. The place of performance and jurisdiction is the place from where the Tender/Contract is issued.

1. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of to the extant laws in force relating to any civil or criminal proceedings.
2. Changes, supplements and termination notices must be submitted in writing. Side agreements have not been made.
3. If the Bidder(s)/Contractor(s) is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like warranty/Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place.....

Date.....

Witness 1: Signature, Full Name and Address

Witness 2: Signature, Full Name and Address



ANNEXURE-VIII

Performa for The Bank Guarantee

(To be stamped in accordance with stamp act)

Performance Bank Guarantee

Punjab National Bank
CPPD,
Head Office,
5, Sansad Marg, Delhi- 110001

In Consideration of Punjab National Bank, CPPD, Head Office, 5, Sansad Marg, Delhi- 110001 (hereinafter called 'the beneficiary) having rate contract dated XXXXXXXX on M/s XXXXXXXXXXXXXXXXXXXX., having its registered office at XXXXXXXXXXXXXXXXXXXX (hereinafter called "the bidder/the Supplier/service provider") "supply of Gold Loan Pouches" to Punjab National Bank against the purchase orders to be placed under the aforesaid rate 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 "Supply of Gold Loan Pouches". 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. XXXXXXXXXXXX only), valid for XXXXXXXX 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 XXXXXXXX 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 XXXXXXXX.

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



Open Tender for Procurement of Gold Loan Pouches

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 XXXXXXXX, 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).



Open Tender for Procurement of Gold Loan Pouches

This bank guarantee shall be valid up to (being the date of expiry of the Guarantee) (validity period)

Further, a claim period ofdays 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 XXXXXXXX at XXXXXXXX



ANNEXURE-IX

Certificate for Withdrawal of Services

Ref: RFP No.

Dated:

Reg: **Open Tender for Procurement of Gold Loan Pouches**

1. We refer to the captioned RFP issued by Punjab National Bank (Bank) in which we, _____ have participated as a bidder.
2. In terms of the Provisions of the captioned RFP, any of the services mentioned under the Scope of Work of this RFP can be withdrawn, fully or partially, by Bank by giving a notice of 30 days at any time during the contract period. We understand that the restriction to terminate the contract within the half of the contract period shall not in any way restrict the right of Bank to withdraw any service at any time during the contract period with the mandated 30 days' notice.
3. We understand that the right to withdraw any service during the tenure of the Contract is without prejudice to any other provision of the RFP and we undertake not to dispute any such withdrawal of service or claim any commercials for the service(s) withdrawn.

Dated this _____ day of _____ 2026.

(Signature)

(In the capacity of)

Duly authorized signatory on behalf of

Seal of the Company



ANNEXURE-X

Pre-Bid Query Format

Sr. No	Page No.	Clause No.	Clause	Bidder's Query/Suggestions/Remarks



Annexure XI

Non-Disclosure Agreement

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 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 assigns of the **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.

WHERE AS: -

- 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



Open Tender for Procurement of Gold Loan Pouches

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.



Open Tender for Procurement of Gold Loan Pouches

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 addition to other remedies, which may be available, the party violating the terms of Agreement shall be liable for the entire loss and damages on account of such disclosure.

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:



Open Tender for Procurement of Gold Loan Pouches

This Agreement shall not be assigned by either Party, by operation of law or otherwise, without the prior written consent of the other Party. This Agreement shall insure to the benefit of and will be binding upon the Parties' respective successors and permitted assigns.

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. Arbitration & Governing Law:

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 fails 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/ vendor 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 Bank Guarantee, 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.

18. 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.

19. 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.

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.

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.



Open Tender for Procurement of Gold Loan Pouches

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:

PUNJAB NATIONAL BANK

Signed and delivered by:

M/s _____.

Signed by

Signed by

Name:

Name:

Designation

Designation

Witnesses:

1) (sign)

Full Name

Address

2) (sign)

Full Name

Address



Open Tender for Procurement of Gold Loan Pouches

Annexure XII

Performa for The Bank Guarantee for Earnest Money Deposit (To be stamped in accordance with stamp act)

Ref: Bank Guarantee # Date

Punjab National Bank,
CPPD,
Head Office,
5, Sansad Marg, Delhi- 110001

Dear Sir,

In accordance with your bid reference no. _____ Dated _____ M/s _____ having its registered office at _____ herein after Called 'bidder') wish to participate in the said bid for "Open Tender for Procurement of Gold Loan Pouches" for Bank.

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)



Open Tender for Procurement of Gold Loan Pouches

Further, a claim period ofdays 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- XIII

Bid Security Declaration
(on Company Letterhead)

To,
Assistant General Manager,
Punjab National Bank,
CPPD,
Head Office,
5, Sansad Marg, Delhi- 110001

Ref: Open Tender for Procurement of Gold Loan Pouches

Sir/ Madam,

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration In lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organization for 5 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- I.withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
- II.being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
 - a) refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
 - b) Fail or refuse to sign the contract.

We know that this Bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

- 1) Notification
 - (a) of cancellation of the entire tender process or rejection of all bids at Bank's Website. or
 - (b) of the completion of tender at Bank's website or
- 2) forty-five days after the expiration of bid validity any extension to it.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:



ANNEXURE- XIV

**Commercial Bid:
PERFORMA FOR COMMERCIAL OFFER**

(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.

To,
The Assistant General Manager
Centralised Procurement & Partnership Division
Fourth floor, 5, Sansad Marg,
New Delhi 110001

Sir,

REG: Open Tender for Procurement of Gold Loan Pouches

We quote our rate for supply of Gold Loan Pouches as per bank’s specification, as under:

Size	Total Qty. (requirement) (A)	Rate (In Rs.) (Inclusive of GST, F.O.R. destination at Pan India) (B)	Total cost A x B (inclusive of GST)
11” x 6.5” & 14” x 10”	1 Crore pouches in different lots (+25%)	Rs. _____ (The quoted rate is all exclusive of applicable GST rate and inclusive of cost of material and all printing and fabricating operations and delivery charges)	

Note: GST shall be applicable as per GST norms

The rates quoted in indicative commercial bid should be inclusive of all taxes, except GST. GST shall be paid to the bidder on actual basis at the rate applicable. The rate of applicable GST should be informed and charged separately in the invoice generated for supply of the product.

These are confirmed rates and valid for a period of one year.

L1 bidder will be decided on the basis of Grand total cost of above Table derived after conducting negotiation.

A separate sheet (component wise rate card) is to be uploaded by bidder on GeM portal (duly signed and stamped from bidder) under commercial bid in following format:



Open Tender for Procurement of Gold Loan Pouches

Component Wise rate card

(duly filled below tables having bidder stamp and signatures of the authorized signatory to be uploaded in financial bid on GeM portal only, no hard copy to be submitted to us):

To,
The Assistant General Manager
Centralised Procurement & Partnership Division
Fourth floor, 5, Sansad Marg,
New Delhi 110001

Sir,

REG: Open Tender for Procurement of Gold Loan Pouches

We quote our rate for supply of Gold Loan Pouches as per bank's specification, as under:

Size	Specifications of Gold Loan Pouches	Total Qty. (requirement) (A)	Rate (In Rs.) exclusive of applicable GST and inclusive of cost of material and all printing + fabricating operations and delivery destinations at Pan India) (B)	GST amount (C)	Total cost (A x B)+ C
Type-1 (11" x 6.5")	As per specifications mentioned in Scope of Work	90 lakhs pouches in different lots (+25%)	₹ _____	₹ _____	₹ _____
Type-2 (size 14" x 10")		10 lakhs pouches in different lots (+25%)	₹ _____	₹ _____	₹ _____
Grand Total cost				₹ _____	₹ _____

Note: GST shall be applicable as per GST norms

The rates quoted in indicative commercial bid should be inclusive of all taxes, except GST. GST shall be paid to the bidder on actual basis at the rate applicable. The rate of applicable GST should be informed and charged separately in the invoice generated for supply of the product.

These are confirmed rates and valid for a period of three years.



Open Tender for Procurement of Gold Loan Pouches

L1 bidder will be decided on the basis of Grand total cost of above Table derived after conducting negotiation.

Remarks Related to Commercial offer: -

We M/s _____ hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated _____ and subsequent pre-bid, amendments and following remarks related to Commercial bid.

1. The above-mentioned tentative quantity is based on the average of last year demand. Due to digitalization, statutory guidelines, expansion of branches, there may be a substantial increase in demand of pouches.
2. If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.
3. Prices of each line item should be non-zero value and reasonable in respect of applicable Labour Laws of government. Compliance of applicable Labour Laws of government for payment of resources will be responsibility of Bidder/OEM only.
4. In case of any discrepancy between figures & words, the amount in words shall prevail.
5. Bank is not bound to place any minimum order for any item. The quantity will also be as per requirement.
6. We have ensured that the price information filled in the Commercial Offer at appropriate column is without any typographical or arithmetic errors. All fields have been filled in correctly.
7. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which is conditional and/or qualified or subjected to suggestions.
8. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which contain any deviation in terms & conditions or any specification.
9. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
10. Any Commercial Offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so, such offer will be summarily rejected.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:



ANNEXURE–XV

Declarations by Statutory Auditor

To,
Assistant General Manager,
Punjab National Bank,
CPPD,
Head Office,
5, Sansad Marg, Delhi- 110001

Reg.: Open Tender for Procurement of Gold Loan Pouches

To be Provided by Statutory Auditor

This is to certify that M/s _____, a company incorporated under the company's act, 1956/2013/ Partnership incorporated under Partnership Act 1932 /LLP Act, 2008 with its headquarter at, _____ is not involved in any litigation which impacts solvency of the company.

Date: _____

Place: _____

Signature of Statutory Auditor

Name of Statutory Auditor:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

UDIN



ANNEXURE–XVI

Shareholding Pattern

(To be provided on the Letter head of the bidder)

To
Punjab National Bank
Centralised Procurement and Partnership Division
5 Sansad Marg Head Office
New Delhi

Sir,

REG.: Open Tender for Procurement of Gold Loan Pouches

We M/s _____, have directly participated in the captioned RFP and hereby undertake that we fully comply, without any deviation, with the Order (Public Procurement No.1) dt:23.07.2020 issued by Ministry of Finance, Department of Expenditure regarding Restriction under Rule 144(xi) in the GFR 2017.

The following is 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 31.03.2025		
%age of shares held	Name of holding Company/Individual	Registered Address of the share holding company/Individual

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 31.03.2025



Open Tender for Procurement of Gold Loan Pouches

%age of shares held	Name of holding Company/Individual	Registered Address of the share holding company/Individual

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.

Date: _____

Place: _____

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:



Annexure XVIII

Authorization Letter for Authorized Signatory
(To be provided on letter head of each OEM/OSD)

To,
The Assistant General Manager
Centralised Procurement & Partnership Division

Fourth floor, 5, Sansad Marg,

New Delhi 110001

Sir,

REG.: Open Tender for Procurement of Gold Loan Pouches

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 including clarification, gap documents, etc. related to this RFP under his/her signature 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 Authorized Signatory _____ (Attested)

Date: _____

Place: _____

Yours faithfully

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

Designation:

Seal of Company:



Annexure-XIX

Declaration for Adherence to Specifications of Gold Loan Pouches

SPECIFICATIONS FOR GOLD LOAN POUCHES

Job	Procurement of 1 Crore Gold Loan Pouches +25%
Film type	Natural and tamper proof and translucent
Validity of tender	The required quantity is to be ordered in three years.
Size	Type-1 : 11" x 6.5" Type-2 : 14" x 10"
Considerable Adhesive shelf life	2 years
Type of plastic content	Only virgin plastic permitted, no recycled material is permitted
thickness	Minimum 100 micron
Type of seal	Twin
Type of flap	Lip to Lip
Flap height	included
Sequential numbering	yes
Type of closure	1+3 i.e. 4 Void-30mm each
Number of colours	3 Colours both sides
Printed proforma	One side printing and ball pen printing should not be erasable on that side of pouch

Difference in quality of supplied pouches 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:



Open Tender for Procurement of Gold Loan Pouches

Designation:

Seal of Company:



ANNEXURE-XX

Format of Insurance Surety Bond for Earnest Money Deposit
(To be executed on Non-Judicial Stamp Paper of Appropriate value)

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

(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 performance of the above-named Contract (hereinafter called "the Bid")

KNOW ALL PERSONS by these present that We (name of Insurance Company) of.....KNOW ALL PERSONS by these present that We (name of Insurance Company) of..... (address of Insurance Company) (hereinafter called "the Surety"), are bound unto Punjab National Bank (a Govt. of India Undertaking) (hereinafter called "the Employer") for the sum of..... (amount), for which payment well and truly to be made to the said Employer, 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 Employer 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 Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer 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.

or and on behalf of the Insurance Company

in the capacity of



Open Tender for Procurement of Gold Loan Pouches

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

INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EARNEST 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 duly 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 Employer (Name of Employer) 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 Employer.
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 Employer (authority inviting tenders) with forwarding letter.

Checklist

Sl. No	Particulars	Submitted (Yes/No)
	Proof of EMD	
	Bid Cover letter (Annexure-I)	
	Compliance To Eligibility Criteria as per Annexure II	
	Bidder's Information (Annexure-III)	
	Performance Certificate (Annexure-IV)	
	Turnover Certificate by Statutory Auditor/CA(Annexure-V)	
	Signed Integrity Pact (Annexure- VII)	
	Certificate For Withdrawal of Services (Annexure- IX)	
	Non-Disclosure Agreement (Annexure XI)	
	Bid Security Declaration (Annexure – XIII)	
	Component Wise rate card on GeM portal (available under commercial bid- Annexure XIV)	
	Declarations by Statutory Auditor (Annexure-XV)	
	Annexure- XVI Shareholding Pattern	
	Authorization Letter for Authorized Signatory (Annexure XVIII)	
	Annexure-XIX Declaration for Adherence to Specifications of Gold Loan Pouches	
	Signed tender document copy	
	Certificate Of Incorporation As per Annexure-III	
	copy of Audited Balance Sheets & Profit & Loss Statements	
	Power Of Attorney and Copy of Board Resolution of authorized signatory	

IMPORTANT INSTRUCTION FOR SUBMISSION OF BID

- The Entire bid document must be signed by a Single Authorized Signatory Only. If Bank seeks any clarification during the evaluation, the clarification documents should also be signed by the same authorized signatory who has signed the bid documents.
- All Annexures must be on the letterhead of the Bidder.
- 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.
- Please note that any deviations mentioned anywhere in the Bid Document will not be considered and evaluated by the Bank and the bid will be summarily rejected and no further clarification will be sought. Bank reserve the right to reject the bid, if bid is not submitted in proper format as per RFP.
- All supporting documents must be submitted in readable form.
- Non-Compliance to any of the points above may lead to rejection of the bid and Bank's decision will be final and binding on all participating bidders.
- *Submission of commercial bids: - "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 which is to be submit online only on GeM portal"

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	Integrity Pact is to be duly stamped and signed by the bidder on all pages. Witness sign is also required. The scanned copy is to be uploaded on GeM portal and original copy to be submitted to Bank.	Don't overwrite or erase or make any ambiguous stipulations.
3	All third-party documents are to be thoroughly stamped signed by the authorised signatories of OEM (where applicable) and countersigned by bidder authorised official.	Don't change the format/wordings of the RFP.
4	Only technical and eligibility related documents to be submitted in technical bid.	Don't submit the financial /commercial rates with the technical bid documents.
5	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 tender fee and earnest money with the tender, if applicable. Bidder also to submit the hardcopy of BG/EMD/Integrity Pact/Power of Attorney etc. to Bank within 5 working days from the due date for bid submission besides uploading soft copies on GeM portal by the bidders at the time of bid submission.
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's, 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

Shakti Saini	Amit Singh Kataria	Alpana Saxena	Usha Sial	S K Bajaj
Manager-PT- CPPD	CM-CPPD	CM(IT)-CISD	CM-FID	AGM-HO AGRI.DIVISION



Open Tender for Procurement of Gold Loan Pouches

		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.	

Shakti Saini	Amit Singh Kataria	Alpana Saxena	Usha Sial	S K Bajaj
Manager-PT- CPPD	CM-CPPD	CM(IT)-CISD	CM-FID	AGM-HO AGRI.DIVISION