



**Prathama U.P. Gramin Bank**

(sponsored by : **Punjab National Bank**)

Ram Ganga Vihar Phase -II Ind Moradabad

e-mail: [gad@prathamaupbank.com](mailto:gad@prathamaupbank.com)

website: [www.prathamaupbank.com](http://www.prathamaupbank.com)

Head Office:

Phone: 0591-2492088

**PRATHAMA UP GRAMIN BANK**

**REQUEST FOR PROPOSAL**

For

**NOTE SORTING SERVICE AT CURRENCY CHEST MORADABAD**

**FOR THE YEAR 2024-25**

**Prathama UP Gramin Bank**

(sponsored by : Punjab National Bank)

Head office, Ram Ganga Vihar,

Phase -2, Moradabad

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**Disclaimer**

*This Request for Proposal (RFP) is neither an agreement nor an offer by the Bank, but an invitation to receive response from eligible interested bidders for Note Sorting Services at Currency Chest Moradabad. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by the Bank with the bidders. This document shall be read in its entirety.*

**Schedule of Invitation**

Purpose	Date
Tender No	PUPGB/NSSCC-02 /24-25
Date of publishing Request for proposal	26-09-2024
Pre-bid meeting	04-10-2024
Last Date and time for Proposal Submission	04-10-2024 11:00 AM
Date & Time of Opening of Technical Bid	04-10-2024 12:00 PM (technical bid to be submitted in sealed envelope naming Technical Bid)
Date & Time of Opening of Financial Bid	04-10-2024 01:00 PM (financial bid to be submitted in sealed envelope naming Financial Bid)

  
General Manager



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### INTRODUCTION

Prathama UP Gramin Bank ( Sponsored by PNB), is leading regional rural bank in the state of Uttar Pradesh with Head office at RamgangaVihar , Phase 2 , Moradabad. The bank is at present operating under 13( Thirteen Regional Offices) in 19 districts of UP and 01 district of Utrakhand viz Amroha, Baghpat, Balrampur, Bijnor, Budaun, Bulandshahar, GautamBudh Nagar, Ghaziabad, Gonda, Hapur, Jhansi, Lalitpur, Meerut, Moradabad, Muzaffaranagar, Rampur, Saharanpur, Sambhal, Shamli, and Haridwar.

A fit note is a note that is genuine, sufficiently clean to allow its denomination to be readily ascertained and thus suitable for recycling. An unfit note is a note that is not suitable for recycling because of its physical condition or belongs to a series that has been phased out by Reserve Bank of India. All the fitness parameters laid down in this document are to be evaluated individually. A note must pass all the fitness parameters to be considered fit for recycling.

These parameters provide the minimum standards for cash handling machines used by banks (hereinafter called 'the machines'). Notes can only be recycled / reissued if they are evaluated as genuine and fit according to these parameters. Authenticity check is a prerequisite for fitness sorting. Fitness sorting can be done only in case of genuine notes. The machines shall be able to identify and separate suspected counterfeits and notes which are unfit for circulation in terms of these standards in a reliable and consistent fashion.

The Reserve Bank of India phases out certain series (issue) of notes from circulation from time to time. These notes, though considered legal Tender/RFP unless otherwise specified, are unfit for recycling. As and when the Reserve Bank of India decides to phase out a specific series (issue) of a specific denomination of notes, the machines shall sort all the phased out notes as unfit, irrespective of their physical condition.

Tenders are invited for *Note Sorting Services at Currency Chest Moradabad*. This contract/empanelment will be for a period of **01 (One year)** subject to satisfactory performance and annual review, Bank at its sole discretion may extend the same for further **01 (one year)**, with mutual consent of both/all the parties.

### Response Format

Your proposal must clearly indicate the name of the responding organization, as well as the name, address, and telephone number of the primary contact of your organization for this proposal. Your proposal must include the contact's name for local service and account management team.

Response formats for (1) Technical Bid and (2) Financial bid has been attached in this RFP as annexure I and V, respectively.

### Address for communication:

General Manager (GAD)

Prathama UP Gramin Bank Head office

RamgangaVihar Phase II, Moradabad, Mob-7217032003, 7217032005



### 1. ELIGIBILITY CRITERIA:

This invitation of Bids is open to all eligible bidders, who have experience in *Note Sorting Services*, provided they meet the minimum qualification criteria as mentioned below. Only those vendors who fulfill all the criteria are eligible to respond to the RFP. Offers received from the vendors who do not fulfill all, or any, or part, of the listed eligibility criteria are liable to be rejected. No correspondence will be entertained in this regard.

The eligibility criteria has been set keeping in mind the requirements of the Bank for note sorting services at currency chest Moradabad. Since the support and services offered by the Successful bidder/s will have a direct impact on the reputation of the Bank, bidders need to have a proven track record.

Vendor must comply with all the mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. No further correspondence will be entertained in this case. Self certified photocopies of relevant documents/certificates should be submitted (As per Annexure 1) as proof in support of the made as mentioned.

### 02. SCOPE OF WORK:

The scope of work is for Note Sorting Service as ordered by the Bank.

1. Note Sorting Service will be executed at our Currency Chest in Head Office, Ram Ganga Vihar, situated at Moradabad, Uttar Pradesh.
2. Bidder should provide Bank with a proper escalation matrix of their organization with complete details (like name, designation, contact number etc.).
3. The bidder will start to provide the service within one month i.e. 30 days.
4. Payment will be release through E-Banking (i.e. RTGS/NEFT) within 30 days after satisfactory work and submission of bills independently along with the supporting documents.
5. Since the Note Sorting service is of specialized nature, Bidder **should employ well-experienced suitable expert staff** for all working days with required machine.
6. Bank will provide the necessary support in executing Note Sorting Service at currency chest of Bank.
7. The bidder should maintain the Secrecy of items.
8. The bidder should not sublet the contract.

### 3- GUIDELINES OF BIDDING

#### BIDDING DOCUMENT:

The bidder is expected to examine all instructions, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information or suppressing any 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 bidder's risk and may result in the rejection of its bid. Bidder should strictly submit the bid as per RFP failing which the bid is likely to be rejected as non-responsive.

#### BIDDER PARTICIPATION:

The person's who is proprietor/promoter/partner or having interest in one company participating in the bid process should not be director/partner/proprietor/ promoter of another company or having interest in another company participating in the bid process.

#### Pre-Bid Meeting :

All Queries of the Bidder's will be attended/replied by Bank. The Bank may, at its sole discretion, organize a pre-bid meeting's, to resolve any queries, a bidder may have. A physical meeting pre-bid meeting will be conducted and it will be communicated to each bidder through the Bank's website/email.



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**LAST DATE FOR SUBMISSION OF BIDS:**

Bids must be submitted on or before the specified date and time mentioned in the Bid Document. The Bank may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Bank and bidder, subject to the deadline, will thereafter be subject to the extended deadline.

Any change in date or time will be displayed on the Bank's website only, no separate notice will be sent.

**4. EMD (EARNEST MONEY DEPOSIT):**

i. The Bidder shall furnish, as **part of its Technical Bid**, an EMD of Rs.25,000/- (Rupees Twenty Five Thousand only). Firms registered under MSEs and Start up India would be exempted from payment of earnest money provided eligible bidders furnish the requisite proof.

ii. The EMD of the successful bidders shall be returned within 30 days from the date of finalization of process i.e. acceptance of purchase order by the successful bidder. However, in case of unsuccessful bidders their EMD should be returned within 30 days of declaration of result (After final evaluation of bid).

iii. Performance Guarantee: EMD of the successful bidder may be converted into performance guarantee subsequent to award of work. Performance guarantee shall be 3% to 5% of the cost of work order.

iv. The EMD shall be in the form of a DD/FDR from any nationalized bank/Scheduled/RRB Commercial Banks in favour of Prathama UP Gramin Bank, for 180 days.

v. The successful bidders will be required to provide Bank Guarantee / duly discharged FDR in favour of Prathama UP Gramin Bank for an amount of not less than 5% of work order.

vi.

a. No Tender fees/EMD will be applicable for MSME, on submission of requisite documents/proof.

b. Micro and Small Enterprises registered with any one or more bodies specified by Ministry of Micro, Small and Medium Enterprises and/or registered under Udyog Aadhar are exempted for from payment of earnest money.

**Note: The EMD may be forfeited in following cases:**

-If the Bidder withdraws his Bid during the period of Bid validity specified in this RFP,

or

-If the Bidder makes any statement or submit information which turns out to be false / incorrect at any time prior/post of issuing work order,

or

-Bidder fails to submit Security Deposits or Non performance after work order.

- Bidder can withdraw the bids before opening the technical bids.

**5- SIGNING OF PRE-CONTRACT INTEGRITY PACT**

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

Signing of the IP with the Bank would be one of the preliminary qualifications for further evaluation. In other words, entering into this pact would be one of the preliminary qualifications for this tender and the pact shall be effective from the stage of invitation



of bids till the complete execution of the contract. Any vendor/bidder not signed the document or refusing to sign shall be disqualified in the bidding process.

The Integrity Pact envisages a panel of Independent External Monitors (IEMs) to review independently and objectively, whether and to what extent parties have complied with their obligation under the pact. The IEM has the right to access to all the project documents.

**6. BIDDING PROCESS:**

The offer will be in two parts Technical and Price/Commercial/financial Bids. Firstly "Technical Bid" will be opened/evaluated and all technically qualified bidder will be considered for Financial Bid. Thereafter "Financial Bid" will be opened/evaluated.

**6.1 TECHNICAL BID:**

To be superscripted as "Technical bid" in a sealed envelope and shall contain following documents:

1. Earnest Money (EMD) by way DD/TDR in favour of Prathama UP Gramin Bank, payable at Moradabad.
2. Profile as per **Annexure-I**.
3. 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.
4. Self declaration on the firm/company's letter head as per **Annexure - IV**.
5. Letter of Authority for participation in tender process, signed by authorized signatory on each page.
6. Each page of all related documents including RFP & Technical Bid should be duly signed by the authorized person with date and seal of the tenderer/vendor.
7. Any alteration/cutting should be properly authenticated/signed.
8. The Technical bid (TB) should be complete in all respects and contain all documents asked as per the bid documents.
9. It is mandatory to submit the technical details in the prescribed formats duly filled in along with the offer. The Bank, at its discretion, may not evaluate a Technical Bid in case of non-submission or partial submission of technical details. Bank may ask the vendor to furnish the support documents, if required.
10. The Technical Bid(TB) must be submitted in an organized and structured manner. No brochures/leaflets etc. should be submitted in loose form (in sequence as required in RFP).
11. The vendor should agree and conform to the terms & conditions specified in the RFP. The vendor is advised not to specify or mention any other terms and conditions, as the Bank may take such conditions as deviations/non-conformity with the RFP terms.

**6.3. OPENING OF TECHNICAL BIDS:**

All the bids will be opened at the date, time and locations mentioned in RFP (as per RFP schedule) in the first stage, only TECHNICAL BID will be opened and evaluated. The technical bids will be opened in the presence of duly authorized representatives of the bidders who choose to attend should submit an authorization letter. No separate intimation will be given in this regard to the Bidders. Only one representative of the vendor can be present for the opening of the Technical Offers.

**6.4 (a) TECHNICAL EVALUATION:**



Technical evaluation will be done only for those bidders who fulfill all eligibility criteria. The Bank will not rely only on the vendor's response and may cross-check from other sources and Bank's decision on satisfactory level will be binding on all Bidders.

Technical evaluation may include Infrastructure, experience, expertise & certification details etc. (All Annexure to be filled) on bidder letter head. However, the proposal may be rejected in case of any adverse findings.

Bank shall shortlist the vendor(s) based on technical evaluation. Bank reserves the right to reject any and all proposals without assigning any reason whatsoever.

Those Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be declared technically qualified and will be eligible for Commercial/financial stage of evaluation.

**(b) FINANCIAL BIDS (Annexure-V)**

The Financial bids of only those bidders whose Technical bids have qualified will be opened. Financial bids will be opened on scheduled date and time mentioned in RFP. The bids will be opened before Bank's committee members and duly authorized representatives of the bidders who choose to attend the process. Normally L1 will be selected for empanelment. However, the Bank's committee's decision will be final and binding on all.

**6.5 PAYMENT:**

Payments will be released quarterly after satisfactory completion of the service during the period. The invoices should be submitted along with the service reports duly certified by the Currency Chest in-charge

**6.6 PENALTIES:**

Any breakdown of the machine/ shortfall in its performance will be intimated to the bidder by the Bank and the bidder shall attend to the fault and rectify the same within 2 working days of reporting the fault. If the machine is not put back into satisfactory operation within 2 working days, a penalty at the rate of Rs1000/- per working day subject to a maximum of Rs 0.50 lakh will be imposed and the same will be deducted from security deposit/performance guarantee..

**B. Compromise with secrecy :**

In case of compromise with any type of item, Bank will blacklist the bidder and initiate suitable legal/criminal action for breach of trust.

The penalty amount will be recovered from the current Bills/succeeding bill/BG.

**6.7 FINANCIAL BID:**

Financial Bid should be inclusive of all taxes, duty, octroi, Entry Taxes, Packing charges, handling charges etc including GST.

"Financial Bid" contain following

- a. Financial offer should give all relevant price information in line with "Price Composition as per ANNEXURE-V.
- b. It should not contain any terms and conditions or additional documents.
- c. There should be no hand written material corrections or alterations in the commercial offer.  
The Price should be inclusive of all duties and levies. However, Bidder will provide details of all types of Taxes.
- d. Each page of Financial Bid should be duly signed by the authorized person with date and seal of the Bidder/vendor.

**6.12 FINANCIAL EVALUATION:**





- a. In the first stage, offers will be evaluated against the stipulated eligibility criteria of the Bank and commercial conditions. Offers not complying with the Bank's eligibility criteria and commercial conditions will be rejected summarily.
- b. In the second stage, technical evaluation will be carried for such of those tenders who comply with eligibility criteria & commercial conditions, Commercial Conditions stipulated is to be accepted by vendor otherwise it will be rejected.
- c. EMD by way DD /TDR in favour of Prathama UP Gramin Bank, payable at Moradabad, or NEFT transfer supporting document/UTR no., should be in envelope of Technical Bid.

d. In the third stage financial evaluation of those qualified tenders complying with the eligibility criteria's, Commercial conditions and Technically acceptable shall be opened . The qualified tenderers are expected to attend the tender opening and their inability in participating will not in any way prevent the Bank undertaking the opening of the bids

e. In case of other un-qualified tenderers, EMD shall be returned within 30 days after signing the contract by successful bidders.

f. Bank shall not be responsible for any error during the downloading of the tender document No claims shall be entertained on this reason.

g. All the contents of this tender document and price bid with quoted rates shall form a part of the contract document. The successful tenderer/contractor/vendor, on acceptance of his tender by the Accepting Authority, shall sign an agreement on stamp paper(Rs.100/-) contract consisting of the following within 14 days from the date of acceptance of the tender-

(i) Standard form of Agreement on stamp paper.

(ii) All the contents of this tender document and price bid with quoted rates Technical Brochures in schedules submitted by the tendered, any correspondence leading to placing of the supply order or acceptance of tender by the Bank, etc.

#### **7. OTHER TERMS & CONDITIONS:**

##### **7.1 SECURITY DEPOSIT/PERFORMANCE BANK GUARANTEE:**

I. If the contract is awarded then the Performance Guarantee/Security will be 5% of the cost of work order. Security Deposit in form of bank guarantee / duly discharged FDR in favour of Prathama UP Gramin Bank, Moradabad shall be submitted by each vendor to Bank till the completion period of the entire work order. The EMD will be returned in such case but the security deposit will be kept till final completion of work order or completion of empanelled period.

II. In case the contract is awarded to more than one vendor or centre/unit, the security deposit will be obtained on pro-rata basis in the form of Demand Draft/FDR within one week's time in favour of Prathama UP Gramin Bank, Moradabad and the same will be retained by the Bank till the satisfactory completion of the entire work order. The Bank has the right to forfeit the EMD & Security Deposit amount in case contractor fails to execute the order.

III. In case Bidder fails to perform the contract, Bank shall invoke the SECURITY DEPOSIT (SD) & Earnest Money Deposit (EMD) to recover penalty/damages or any other amount due to the Bank /amount recoverable by the Bank. Bank has the right to invoke the Security Deposit & other amount payable to vendor/Supplier/Bidder for any non-compliance of the terms & conditions in terms of this RFP.

##### **7.2 BANK'S RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS:**

The Bank reserves the right to accept or reject any bid or cancel 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



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about the grounds for the Bank's action. The Bank reserves the right to accept or reject any technology proposed by the Bidder.

### **7.3 GENERAL INFORMATION:**

1. Bank reserves right to reject/not to open tenders/quotations submitted by the Bidders, who have not executed our orders satisfactorily as per delivery schedule in the past.
2. If, at any time after opening the tender it is found that the information in technical Bid and other information submitted by the bidder/bidders is false/incorrect, the Financial Bid submitted by the said bidder, even though he is L-1 bidder, is liable to be rejected by the Bank and no orders will be placed with such bidder/bidders. Moreover, such bidder will be blacklisted and will not be allowed to participate in any tender process of our bank for a period of three years.
3. Bidders need to declare if they were blacklisted in the past with reasons thereof along with name/s, address & contact details of the organizations.
4. Supplier/Bidder shall not be defaulter to any bank (NPA A/c.)/tax/Govt. Authorities/statutory dues etc. In this regard, Supplier/Bidder should submit an undertaking letter on their letter head.
5. Vendor/ service provider shall comply with Govt./statutory requirements on implementation of GST or any other Govt./Statutory guidelines.

### **7.4 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:**

The Bank shall be under no obligation to accept the lowest or any other offer received in response to this notice and shall be entitled to reject any or all offers without assigning any reason whatsoever.

Bank will not be obliged to meet and have discussion with any firm on this matter.

### **7.5 Validity of Bid :**

The validity of Bid will be 180 days.

### **7.6. INDEMINITY:**

1. The Bank reserves the right to forfeit the Security Deposit amount in case Bidder fails to execute the order within 06 months.
2. The rates quoted in the Financial/commercial/price bid will be inclusive of all taxes, charges, freight etc. including GST. The services will be supplied at our Currency Chest Head Office, Ram Ganga Vihar, Phase-II, Moradabad Uttar Pradesh Pin- 244001.
3. The Bank will not make any advance payment. TDS etc. will be deducted at source as per the prevailing Tax Rules (if applicable).
4. The Supplier/Bidder are responsible to adhere to Government Rules and Regulations.
5. The Supplier/Bidder are binding to non-disclosure of Agreement as per Annexure-.

### **7.7 USE OF CONTRACT DOCUMENTS AND INFORMATION:**

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

### **8. ORDER CANCELLATION AND FORFEITURE.**

The Bank reserves its right to cancel the offer at any time by assigning appropriate reasons in the event of one or more of the following conditions treating it as default / nonperformance of the contract:

1. Fails to sign the agreement within the specified time.



2. Fails to deposit the Security deposit /performance guarantee within the specified time.
3. Delay in commencing the service beyond the specified period
4. Sorting of note which do not conform to the specification/quality prescribed or defective.
5. Negligence/contravenes the terms of the contract
6. Breaches in the terms and conditions of the Order.

In addition to the cancellation of offer, the Bank shall invoke the Bank Guarantee or forfeit the Security Deposit given by the bidder towards nonperformance/noncompliance of the terms and conditions of the contract, to appropriate the damages.

The bank shall also have the right to Recover of extra cost if any incurred by the Bank in securing the service by other source due to the defect/delay in execution over the stipulated time and such extra cost shall be recovered by the Bank from any money due or becoming due to the bidder/ tenderer under this work contract/rate contract or may be recovered by encashment of bank guarantees or otherwise from bidder under any other contract.

#### **9-Cancellation of Contract :**

The Bank shall have the right to cancel the contract with the successful vendor at any time during the contract period, by giving a written notice of at least **One month**, for any valid reasons;

- i). Laxity in following standards laid down by the Bank.
- ii). Excessive delay in execution of orders placed by the Bank.
- iii). Discrepancies/deviations in the agreed processes and/or products.
- iv). Violation of terms & conditions stipulated in this RFP.
- v). Any other action of the vendor acting against the interest of the Bank.
- vi). Selected bidder is found to be indulging the frauds.
- vii). The bank suffers a reputation loss on account of any activity of successful bidder penalty is levied by regulatory authority.

"Notwithstanding the above, the Bank shall have the right to cancel the contract without assigning any reason by issue of 30 days' notice to the Supplier/Bidder."

#### **10. Termination for Insolvency :**

The Bank may at any time terminate the Contract by giving written notice the Vendor, if the vendor becomes bankrupt or otherwise insolvent. 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 occurred or will accrue thereafter to Bank. Bank if the subsequent process is delayed at the Bank for the reasons beyond control.

#### **11. Language of the Bid :**

The RFP responses (Bid) prepared by the Bidder, as well as all correspondence and documents relating to RFP exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English language.

#### **12 PUBLICITY:**

Any publicity by the vendor in which the name of the Bank is to be used shall be done only with the explicit written permission of the Bank.

#### **13. FORCE MAJEURE:**

The vendor/ tenderer shall not be liable for default or nonperformance of the obligations under the contract, if such default or nonperformance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the vendor, to Force Majeure.



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For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the vendor, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the vendor, resulting in such a situation.

In the event of any such intervening Force Majeure, the Vendor shall notify the Bank in writing of such circumstances and the cause thereof immediately within five working days. Unless otherwise directed by the Bank, the Vendor shall continue to perform/ render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Vendor shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Vendor.

#### **9. RESOLUTION OF DISPUTES:**

All disputes and differences of any kind whatsoever, assign out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably.

In case of failure to resolve the disputes and differences amicably within 15 days the matter may be Referred to IEM (1. Lt Gen Sri Raman Dhawan 8894700170 email [romidhawan4@yahoo.com](mailto:romidhawan4@yahoo.com) 2. Sri Pramod Kumar Sangewar 9573306709 email [sangewarer@gmail.com](mailto:sangewarer@gmail.com)) appointed as per CVC guidelines duly followed by Bank.

In case of failure to resolve the disputes and differences through IEM, the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days notice in writing to the other party clearly setting out there in the specific disputes in the event absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators, one to be nominated by each party and shall appoint presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996 shall govern the arbitration.

#### **14. JURISDICTION**

The Service Contract shall be governed by the Laws and Regulations of India for the time being in force and will be subject to the exclusive jurisdiction of the Courts in Moradabad (U.P.)



**TEACHNICAL BID**

Annexure-I

Name of Supplier \_\_\_\_\_

Bidder Information (Attach proof, if required)

**PART A: ESTABLISHMENT**

1	Name of Company/ Firm	
2.	Address Registered Office (enclose copy of license)	
3.	Address (With name of contact person, Telephone, Mobile, E-mail address)	
4	Constitution (Proprietorship/Partnership/ Public/Pvt. Company)	
5	Names of Partners/Prop. Directors/	
6	GST registration (give GST no. & date of regn.)(Attach proof)	
7	PAN No. of Firm	
The vendor/firm should be in the business of Note Sorting services as on 31 march 2024 and also in currently.		Relevant service orders should be provided.
The firm must have an annual turnover of <b>Minimum 15 Lakh.</b>		<b>Documentsrequired:</b> Audited Profit & Loss Account and Balance
The vendor/firm should have positive net worth (must be in profit).		Auditors Certificate must be enclosed
<b>Current dated</b> Satisfactory performance certificate is required from two Banks out of which one has to be necessarily a Public Sector Bank		Enclose certificates
The firm has not been blacklisted or is involved in litigation with any PSB/PSU/Private Organization		Undertaking is required to this effect



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(sponsored by : **Punjab National Bank**)  
Ram Ganga Vihar Phase -II Ind Moradabad  
e-mail: [gad@prathamaupbank.com](mailto:gad@prathamaupbank.com)  
website: [www.prathamaupbank.com](http://www.prathamaupbank.com)

Head Office:  
Phone: 0591-2492088

Annexure -II  
**UNDERTAKING**

In compliance to S.No. 01 to 14 of Terms and Conditions mentioned in the Tender notice of Prathama U.P.Gramin Bank, we undertake to execute the work of Note Sorting Service in whole or in part at the rates approved in the Tender during the period of Tender 01 (One)Year including extension thereof till finalization of Fresh /New Tender for Next 01(One) Year, Further, we shall also execute additional orders at the approved rates during such period.

Date:

Signature  
Authorized Signatory of the Agency/Firm with Seal



Annexure-III  
DECLARATION

(Declaration to be given on Letter Head)

The General Manager,  
Prathama U.P. Gramin Bank,  
Ram Ganga Vihar, Phase-2  
Moradabad.

Respected Sir.

1. We hereby submit the quotation in the prescribed Performa and understand that if any information is found to be false at a later date, contract made between us and Prathama UP Gramin Bank, will be treated as invalid.
2. We agree that the decision of Prathama UP Gramin Bank in selection of Tenders will be final and binding on me/us.
3. All the information furnished in the attached forms are correct to the best of my /us knowledge.
4. Bank shall have the authority to verify all the information provided by us.
5. All supporting documents shall be provided by us in authenticity of the information furnished.
6. I/we confirm that we have not been blacklisted/ debarred by the Bank or any other reputed institution during last three financial years and current financial year from participating in future tenders.
7. I/we confirm that the information provided above is correct and any concealment of facts will lead to my/our disqualification at any stage by the Bank.
8. I/we confirm that we have not been defaulter to any bank (NPA A/c.)/tax/Govt. Authorities/statutory dues etc.
9. I/we confirm that there is no bank employee is my close relative (Meant Wife, Husband, Parents, and Grandparents, Children, Grandchildren, Brothers, Sisters, Direct Uncles and Aunts And first cousins).

Place:  
Date:

Signature with firm's stamp/seal  
Name:

Designation:



**Prathama UP Gramin Bank**  
(sponsored by : Punjab National Bank)  
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e-mail: gad@prathamaupbank.com  
website: prathamaupbank.com

Head Office  
Phone: 0591-24920

Annexure-IV

Performa for Integrity Pact (On non judicial stamp paper of Rs 100)

The General Manager  
Prathama UP Gramin Bank  
Head office, Ramganga vihar  
Phase-2, Moradabad  
PIN -244001

**Subject: Submission of Tender for Note Sorting Service**

Dear Sir,

I/We acknowledge that Prathama UP Gramin 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 Prathama UP Gramin 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, Prathama UP Gramin Bank shall have unqualified absolute and unfettered right to disqualify the tenderer/bidder and /bid is 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 Prathama UP Gramin Bank.





INTEGRITY PACT

Prathama UP Gramin Bank, established under the Regional Rural Banks Act 1976 (21 of 1976) and having its Head Office at Ramganga Vihar Phase II, Moradabad 244001, hereinafter referred to as "The Principal", which expression shall mean and include unless the context otherwise requires, its successors in office and assigns of the First Part.

And  
M/s. \_\_\_\_\_ having its registered office at here in after referred to as "The Bidder/ Contractor", expression shall mean and include unless the context otherwise requires, successors and permitted assigns of the Second part.

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

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

**Section 1- Commitments of the Principal**

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

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

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



- a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or 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) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical 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 have to be in Indian Rupees only.
  - e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2). The Bidder(s)/Contractor(s) will not instigate third persons to commit offences as above or be an accessory to such offences.

### **Section-3 Disqualification from tender process and exclusion from future contracts.**

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the existing provisions of GFR, 2017, PC Act, 1988 and other financial Rules/Guidelines etc.

### **Section 4- Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or 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 immediate before signing of this integrity pact with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprises or central/state government department in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or action can be taken as per the procedure mentioned in " Guidelines on Banning of business dealing".

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

1. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of integrity Pact by the Sub-contractor.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all the Bidders who do not sign this Pact or violate its provisions.

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

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

### Section 8- Independent External Monitor

1. The Principal appoints competent and credible Independent External Monitor (IEM) Shri Pramod kumar Sangewar , email ID: Email: [sanewarer@gmail.com](mailto:sanewarer@gmail.com) (Mob. no-09573306709) and Lt Gen. Raman Dhawan email ID: [romidhawan4@yahoo.com](mailto:romidhawan4@yahoo.com), (Mob no- 8894700170) for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under the agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Chairman, Prathama UP Gramin Bank.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractor.



4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on „Non-Disclosure of Confidential Information” and of “Absence of Conflict of Interest”. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, Prathama UP Gramin Bank and recues himself/herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Chairman, Prathama UP Gramin 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 Chairman, Prathama UP Gramin Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman, Prathama UP Gramin Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word ‘Monitor’ would include both singular and plural.

#### **Section 09- Pact Duration**

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

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged as determined by Chairman, Prathama UP Gramin Bank.

#### **Section 10- Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the "Place of award of work".
2. 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 law in force relating to any civil or criminal proceedings.
3. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
4. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.



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Head Office  
Phone: 0591-249200

5. Should one or several provisions of this agreement turn out to be valid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

6. Issues like warranty/Guarantee etc. shall be outside the purview of IEMs.

7. 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)  
(Office Seal)

Place .....

Date .....

Witness 1:

(Name & Address)

(For & On behalf of Bidder/Contractor)  
(Office Seal)

Place .....

Date .....

Witness 2:

(Name & Address)



Annexure-V

**AGREEMENT**

This agreement made on----- between -----by its authorized agent of the  
.....one part.

and

Prathama U.P. Gramin Bank by Incharge Currency Chest, Head Office, RamgangaVihar  
Moradabad of the other part.

Whereas party No. 1 is a reputed Supplier and is ready to provide Banker's Indemnity to the second  
party (the Bank).

It is agreed as under:

The first party has read and understood the terms of the RFP and hereby accepts to issue Master  
insurance/ Banker's Indemnity policies as per terms of the RFP.

The policy wordings/documents will strictly confirm to the terms of the RFP. In case at any time it is  
found that the terms of the policy are conflicting with the terms of the RFP, the terms of RFP shall  
prevail over policy terms/wordings.

In the event of there being any dispute or difference arising between the parties the same shall be  
referred to the Chairman Prathama UP GraminBank whose decision shall be final and binding on  
both the parties. However, if the parties are still not satisfied, the matter shall be referred to the  
sole Arbitrator mutually agreed by the parties. The venue of the Arbitration shall be Moradabad.

All disputes shall be subject to the jurisdiction of the Courts at Moradabad only.

In witness where of Shri.....and  
Shri..... Incharge Currency Chest Prathama UP Gramin bank head office  
RamgangaVihar Phase II Moradabad and such an authorized official of the bank for and behalf of the  
bank has set their hands this .....day of ..... 2024.

Signed & delivered by  
Shri .....

Signed & delivered by  
Shri.....



**Annexure-VI**

**Only selected bidder to sign NDA before award of business**

**NONDISCLOSURE AGREEMENT**

(To be executed on Rs100 Non-Judicial Stamp Paper)

This Agreement made on this.....day of 2024 by and between Prathama UP Gramin Bank a body constituted under Banking companies(Acquisition & Transfer of Undertakings)Act,1980 having its Head Office at RamgangaVihar, Phase 2 Moradabad.....(here in after referred to as "the Bank")

AND.....having its registered office at ..... (here in after referred to as "the Goods/Service provider)WHEREAS the Parties intend to enter into discussions with the Recipient for purposes of procuring Services/Product (hereinafter referred to as "the Purpose") from the Recipient and in order to proceed with the Purpose has agreed to provide certain Confidential Information relating to its business activities and processes as defined hereunder on a strictly confidential basis and on terms and conditions set out in these presents.

NOW THEREFORE IN CONSIDERATION of the disclosure of such Confidential Information by the Prathama UP Gramin Bank, the Recipient hereby agrees and confirms as follows:-

**1. Confidential Information:**

"**Confidential Information** shall mean any and all information and/data which is provided to the Recipient whether in writing, pictorially, in machine readable form, orally or by observation during the visits of the Recipient in connection with the Purpose or otherwise which may be the substance of this Agreement, financial information, know how, processes, trade secrets, schematics, technology, customer information, supplier information, sales statistics, pricing information, market intelligence, marketing and other business strategies including but not limited to:

a) Production processes, marketing techniques and arrangements, mailing lists, purchasing information, pricing policies, quoting procedure, financial information, customer and prospect names and requirements, employee, customer, supplier and distributor data, price lists, any other materials or information relating to Prathama UP Gramin Bank's business and activities and the manner in which it does business;

b) All other materials or information related to the business or activities of the Bank which are not generally known to others engaged in similar businesses or activities.

c) All ideas which are derived from or related to the access of systems or knowledge of any of the enumerated materials and information.

d) All material containing Confidential Information furnished by or obtained from.

e) The disclosing party, including without limitation, magnetic tapes, documents, manuals, specifications, flowcharts, program listings and data file printouts ("the Materials"), shall be and remain the property of the disclosing party and shall not be reproduced in whole or part without the disclosing party's express written consent. Any copies of the Materials shall become the disclosing party's property and shall contain such copyright and other proprietary rights notice or legend as appears on the original copy.



## Prathama U.P. Gramin Bank

(sponsored by : Punjab National Bank)

Ram Ganga Vihar Phase -II Ind Moradabad

e-mail: gad@prathamaupbank.com

website: www.prathamaupbank.com

Head Office:

Phone: 0591-2492088

(Hereinafter referred to as the "Confidential Information" PROVIDED THAT absence of any marking or statement that particular information is Confidential Information shall not affect its status as Confidential.) Such disclosures are intended to be made solely for the purpose of enabling the Recipient to evaluate such information for a possible supply of Services/Product to Prathama UP GraminBank.

**2. Use of Confidential Information.** Each Party agrees not to use the other's Confidential Information for any purpose other than for the specific consultation regarding the RFP potential business venture. Any other use of such Confidential Information by any party shall be made only upon the prior written consent from an authorized representative of the other Party which wishes to disclose such information (the "**Disclosing Party**") or pursuant to subsequent agreement between the Parties hereto.

**Restrictions.** Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the "**Receiving Party**") shall, for period of 2 years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever), use the same care and discretion to limit disclosure of such Confidential Information as it uses with similar confidential information of its own and shall not disclose, lecture upon, publish, copy, modify, divulge either directly or indirectly, use (except as Permitted above under clause 2) or otherwise transfer the Confidential information to any other person or entity, including taking reasonable degree of care and steps to:

- a. restrict disclosure of Confidential Information solely to its concerned employees, agents, advisors, consultants, contractors and /or subcontractors with a need to know and not disclose such proprietary information to any other parties; and
- b. Advise all receiving Party employees with access to the Confidential Information of the obligation to protect Confidential Information provided hereunder and obtain from agents, advisors, contractors and/or consultants an agreement to be so bound.
- c. use the Confidential Information provided hereunder only for purposes directly related to the potential business venture.

**3. Exclusions.** The obligations imposed upon either Party herein shall not apply to information, technical data or know how, whether or not designated as confidential, that:

- (a) Is already known to the Receiving Party at the time of the disclosure without an obligation of confidentiality,
- (b) Is or becomes publicly known through no unauthorized act of the Receiving Party,
- (c) Is right fully received from a third Party without restriction and without breach of this Agreement,
- (d) Is independently developed by the Receiving Party without use of the other Party's Confidential Information and is so documented,
- (e) Is disclosed without similar restrictions to a third party by the Party owning the Confidential Information,
- (f) Is approved for release by written authorization of the Disclosing Party or,
- (g) Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body provided, however, that the Receiving Party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the Confidential Information and/or documents so disclosed by used only for the purposes for which the order was issued.



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**4. Return of Confidential Information.** All Confidential Information and copies and extracts of it shall be promptly returned to the Disclosing Party at any time within thirty (30) days of receipt of a written request by the Disclosing Party for the return of such Confidential Information.

**5. Ownership of Information.** The Parties agree that all Confidential Information shall remain the exclusive property of the Disclosing Party and its affiliates, successors and assigns.

**6. No License Granted.** Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed to the Receiving Party or to any information, discovery or improvement made, conceived, or acquired before or after the date of this Agreement. No disclosure of any Confidential Information hereunder shall be construed to be a public disclosure of such Confidential Information by either Party for any purpose whatsoever.

**7. Breach.** In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party shall have the right to demand prompt return of all Confidential Information previously provided to the Receiving Party. The provisions of this paragraph are in addition to any other legal right or remedies the Disclosing Party may have.

#### **8. Arbitration and Equitable Relief**

**(a) Arbitration** - The Parties shall attempt to settle any disputes arising out of or relating to this Agreement through consultation and negotiation. In the event no settlement can be reached through such negotiation and consultation, the Parties agree that such disputes shall be referred to and finally resolved by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof shall apply. The arbitration shall be held in Moradabad. The language used in the arbitral proceedings shall be English. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

**(b) Equitable Remedies**-The Parties agree that it would be impossible or inadequate to measure and calculate the Disclosing Party's damages from any breach of the covenants set forth herein. Accordingly, the Parties agree that in event of breach of any of the covenants contained in this Agreement, the affected Party will have available, in addition to any other right or remedy available, the right:

i) To obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach, and

ii) To specific performance of any such provisions of this Agreement. The Parties further agree that no bond or other security shall be required in obtaining such equitable relief and the Parties hereby consent to the issuance of such injunction and to the ordering of specific performance.

**(c) Legal Expenses** - If any action and proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Party will bear its own expenses, including the attorney's fees and other costs incurred in such action.



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Phone: 0591-2192088

9. **Term** - This Agreement may be terminated by either Party giving thirty (30) days' prior written notice to the other Party, provided ever the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a period of 2 Years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever).
10. **No Formal Business Obligations** - This Agreement shall not constitute create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either Party to submit a proposal or to perform a contract with the other Party or to refrain from entering into an agreement or negotiation with any other Party. Nothing here in shall be construed as providing for the sharing of profits or loss arising out of the efforts of either or both Parties. Neither Party will be liable for any of the costs associated with the other's efforts in connection with this Agreement. If the Parties hereto decide to enter into any licensing arrangement regarding any Confidential Information or present or future patent claims disclosed hereunder.
11. **General Provisions**

(a) **Governing Law** - This Agreement shall be governed by and construed in accordance with the laws of India.

(b) **Severability** -- If one or more of the provisions in this Agreement is deemed void by law, then the remaining provisions will continue in full force and effect.

(c) **Successors and Assigns** - This Agreement will be binding upon the successors and/or assigns of the Parties, provided however that neither Party shall assign its rights or duties under this Agreement without the prior written consent of the other Party.

(d) **Headings**. All headings used herein are intended for reference purposes only and shall not affect the interpretation or validity of this Agreement.

(e) **Entire Agreement** - This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. Any amendments or modifications of this Agreement shall be in writing and executed by a duly authorized representative of the Parties.

(f) Two original sets of Non Disclosure Agreement are executed and retained by each of the parties, Bank and Vendor.

The Parties, by the signature of their authorized representatives appearing below, acknowledge that they have read and understand each and every term of this Agreement and agree to be bound by its terms and conditions.

ACCEPTED AND AGREED TO  
Signature  
Name

BY:  
Signature  
Name



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**Attendance cum Index sheet**

S.N.	Item	Response (Y/N)
1.	Experience Details Attached	
2.	PAN Attached	
3.	GST certificate Attached	
4.	MSME   YES/No	
4a.	If yes : MSME Certificate	
5.	EMD Submitted	
6.	Balance Sheet Enclosed	
7.	Turnover Details Attached	
8.	Positive Net Worth	
9.	a. Annexure – I - Technical Bid	
	b. Annexure – III Under Taking	
	c. Annexure – IV Declaration from Bidder	
	d. Annexure –V Financial Bid	
	e. Annexure- VI Copy of Integrity Pact (on Rs. 100/- Non Judicial stamp paper)	
	e. Annexure- VII Copy of Agreement	
	f. Annexure- VIII Copy of Non disclosure Agreement (on Non Judicial Stamp Paper Rs. 100/- stamp paper)	
10.	Copy of letter regarding Authorized Signatory	



**Annexure VII**

**Fitness Sorting**

As a part of fitness sorting, notes with any visual or physical defects are to be sorted as unfit as per the criteria set out in below mentioned table.

S.No	Feature	Criteria
1	Soiling	General distribution of dirt across the entire note
2	Limpness	Structural deterioration resulting in a marked lack of stiffness
3	Dog-ears	Corner folds
4	Tears	Lengthwise and crosswise cuts
5	Holes	Holes of a specific diameter
6	Stains	Localized concentration of dirt
7	Graffiti	Deliberate graphic alteration of the note
8	Crumples	Multiple random folds
9	Decolouration	Lack of ink on part or whole of the note, e.g. a washed note
10	Folds	Folds reducing the length or width of the note
11	Repair	Note repaired using adhesive tape/ paper/ glue

**(i) Soiling**

Soiling refers to the general distribution of dirt across the entire note or in some patterns. It is a measure of the loss of reflectivity from the unprinted areas due to dirt, ageing (yellowing), wear and extraneous markings and includes decolouration due to ageing, excessive folding wear and other wearing. Soiling increases the optical density and decreases the reflectance of the notes. Notes exceeding the soiling levels set out in below mentioned table shall be sorted as unfit. Both the obverse and the reverse of the note shall be checked for soiling.

S. No	Denomination	Maximum Density	Minimum	Filters
1	Rs. 5	0.07	85 %	Yellow
2	Rs. 10	0.07	85 %	Yellow
3	Rs. 20	0.06	87 %	Yellow
4	Rs. 50	0.06	87 %	Yellow
5	Rs. 100	0.05	90 %	Cyan
6	Rs. 200	0.04	93 %	Blue/Green



7	Rs. 500	0.03	95 %	Grey
8	Rs. 2000	0.03	95 %	Blue/Green

**(ii) Limpness**

Limpness relates to structural deterioration or wear resulting in a marked lack of stiffness in the note paper. Notes with a very low stiffness shall be sorted as unfit. Notes with very low stiffness of paper, i.e. with paper which is worn out in circulation or mechanically mutilated shall be sorted out as unfit. Detectors for paper quality shall be adapted to the same level as for soiling.

**(iii) Dog-Ears**

Notes with dog-ears with an area of more than 130 mm<sup>2</sup> and a minimum length of the smaller edge greater than 10 mm shall be sorted as unfit. Chipped notes shall also be sorted as unfit.

**(iv) Tears**

Notes exhibiting at least one tear at the edge shall be classified as those having tears. Notes with tears larger than those indicated in Table 3 shall be sorted as unfit.

Table 3: Tears

Sl. No.	Direction	Width	Length
1	Vertical	4 mm	8 mm
2	Horizontal	4 mm	15 mm
3	Diagonal *	4 mm	18 mm

\* Measured by drawing a straight line from the peak of the tear to the edge of the note where the tear begins (rectangular projection), rather than measuring the length of the tear itself.

**(v) Holes**

This refers to notes with at least one visible hole. Notes with holes with area exceeding 10 mm<sup>2</sup> shall be sorted as unfit.

**(vi) Stains**

Stains are visible markings which are not part of the feature of a note. Notes shall be detected as unfit if localized - i.e. with limited extension - stain can be recognised on its surface. In case the total area covered by stains exceeds 500 mm<sup>2</sup>, the note shall be sorted as unfit. A note with a single stain covering an area of more than 200 mm<sup>2</sup> shall be sorted as unfit. Both the obverse and the reverse of the note shall be checked for stains.



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**(vii) Graffiti**

Graffiti refers to deliberate graphic alteration of the note with for example, figures or letters. Fitness sorting criteria in case of graffiti shall be the same as those for stains. Both the obverse and the reverse of the note shall be checked for graffiti.

**(viii) Crumples/ Folds**

Crumpled / folded notes shall be sorted as unfit if the folds result in reduction of the original note in length or width greater than 5 mm.

**(ix) Decolouration**

Notes affected by decolouration shall be sorted as unfit if the ink is partially or wholly missing from its surface. Both the obverse and the reverse of the note shall be checked for decolouration.

**(x) Repair**

A repaired note is created by joining parts of the same note together, for example, by using extraneous matter such as tape, paper or glue. Notes with the following types of repairs shall be sorted as unfit:

- Repairs covering an area greater than 100 mm<sup>2</sup>; or
- Thickness of the extraneous matter 50 µm or more; or
- Width of the extraneous matter 10 mm or more; or
- Length of the extraneous matter 10 mm or more. 5.

**Mutilated, Imperfect and Mismatched Notes**

A mutilated note is note, of which a portion is missing or which is composed of more than two pieces. An imperfect note is a note, which is wholly or partially, obliterated, shrunk, washed, altered or indecipherable but does not include a mutilated note. A mismatched note is a note, which has been formed by joining a half note of any one note to a half note of another note. Such notes shall be classified as unfit.