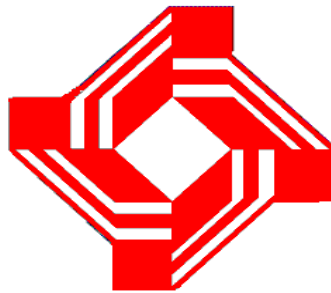


CENTRAL BANK OF INDIA



REQUEST FOR QUOTATION

For

Rate Contract for requirement of Copier Paper

FOR

**Corporate Office of Central Bank of India
(Located at Nariman Point, Fort, and CBD Belapur)**

Invitation for RFP:

Central Bank of India invites sealed quotations from Table Stationery Bidders.

The details are given below:

RFP reference No.	CO/BSD/P&S/2021-22/ 07
Date of issue of RFP	24 .02.2022
Queries	To be mailed to ptgsty @centralbank.co.in Last date of submission of query: 07.03.2022
Last Date and Time for submission of sealed offers	21.03.2022 up to 3.00 PM
Tender opening Date & Time	21.03.2022 at 3.30 PM
Tender Fee (non-refundable)	Rs.5000/- Demand Draft payable at Mumbai in the name of Central bank of India. <i>(No Tender fees will be applicable for Small & Micro Enterprises under MSME, as the provisions on submission of necessary document.)</i>
<u>Earnest Money Deposit (EMD/Bid Security)</u>	Rs. 45000.00 <i>(No EMD will be applicable for Small & Micro Enterprises under MSME, as the provisions on submission of necessary document)</i>
Address of Communication	Chief Manager –P & S Central Bank of India, Printing & Stationery Dept. 16 th Floor, Chandermukhi Mumbai – 400 021 E-Mail: cmasset_insure @centralbank.co.in
Contact Telephone Numbers	Phone : 022-66387532. 66387863
Bids to be submitted to	At above address
Details of IEM(Independent External Monitor)	1. Trivikram Nath Tiwari, MailID; trivikramnt@yahoo.co.in 2. Jagadip Narayan Singh, Mail ID: jagadipsingh@yahoo.com

The list of items for which rate contract RFP invited are as below:

Sr. No	PRODUCT	DESC.	BRAND	Estimated Quantity in Reams
9	Paper			
9.1	Paper Copier A4 Size White	A4-75-500	JK Copier or Equivalent	7200
9.2	Paper Copier FC Size White	FC 75 500	JK Copier or Equivalent	100
9.3	Paper Copier A4 Size Colour Y/G/B/Pink	A4-75-500	Neutral Pack or equivalent	100
9.4	Paper Allabash White	A4-100- 500	JK Cedar or Equivalent	30
9.5	Paper Allabash Color	A4-100- 500	Neutral Pack or equivalent	25

1. Eligibility Criteria

The Bidder must have following eligibility criteria:

- i) The bidder submitting the offers should be a GST Registered Company/Firm:
 - a. Doing business for at least preceding three years in the same field
 - b. Having an Average Annual turnover of ₹.0.80 Crore in last three years. This must be the individual entity's turnover and not that of any group of Companies.
 - c. Guidelines on **Relaxation of norms for Startups (whether MSE or otherwise)** issued by GOI, Ministry of Finance, Department of Expenditure, Procurement Policy Division vide Office Memorandum No.F.20/2/2014-PPD(Pt.) dated 25th. July, 2016. In compliance to the guidelines the conditions of prior turnover and prior experience it is decided that for Startups, minimum turnover in last two years should be of Rs.0.60 Crore and doing business for at least preceding two years in the same field.

The supplier should have arrangement for delivery of papers to various departments of Central Office, located in Mumbai, Navi Mumbai

- ii) The bidder should not have been blacklisted by any Government department /PSU /PSE or banks for non-implementation/delivery of the order. **Self-declaration to that effect should be submitted along with the bid.**
- iii) Bidder must not be a NPA holder in any Bank/Financial Institution. **Self-declaration to that effect should be submitted along with the bid.**
- iv) The bidder must submit necessary documentary proof for the above. The Bank, if required, may call for additional documents during the evaluation process and the bidder will be bound to provide the same.
- v) **The bidder must submit specimen of the papers (3 pieces of each variety) to be supplied as per specification given in Financial Bid format (Annexure-I)**

2. Earnest Money Deposit (Bid Security)

Bidders are required to submit a Demand Draft from any scheduled commercial Bank favoring **“CENTRAL BANK OF INDIA- EMD “** for the amount mentioned above as **Earnest money Deposit (EMD) payable at Mumbai** along with their offer. Offers made without valid E.M.D as mentioned above will be rejected. **No interest will be paid by the Bank on the Earnest Money Deposit. No Tender fees/EMD will be applicable for Small & Micro Enterprises under MSME, as the provisions on submission of necessary document.** 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 from payment of tender fees/ earnest money. Certificate for registration under MSME as Micro and Small Enterprises valid upto one month from tender date should be submitted. In case the MSME registration of successful bidder is ending before finalization of the contract with the bank or during the contract, the successful bidder shall submit the renewed and valid registration certificate to the bank. If it fails to submit the same, EMD amount as given in RFP have to be deposited, otherwise the agreement/contract will be terminated by the Bank.

The EMD of the unsuccessful bidders will be returned on acceptance of the Purchase order by the successful bidders subject to written demand for the same and EMD of the successful bidders will remain with the Bank till the contract period.

3. Terms / Scope of Execution of Work

Please note that this tender is for arriving at rates for supplying papers to be used for computer printing / photocopy. Requests/indents for papers for various departments of Central Office of Central bank of India, Located in Mumbai and Navi Mumbai will be placed at regular interval through Centralized Back Office. The estimated quantity required as given in RFP is only indicative one. Bank reserves the right to place the order as per their requirement and the successful bidder shall have to supply the same within the agreed rate.

The Selected Bidder/s has to deliver the papers as per indents placed by various departments of Central Office of Central bank of India, Located in Mumbai and Navi Mumbai within the cost quoted by them.

The Bank will provide the address for delivery of the same.

Prospective bidders are advised to quote the rate which should be an all-inclusive one, upto the point of delivery to various departments of Central Office of Central bank of India, Located in Mumbai and Navi Mumbai excluding GST, TCS and other taxes as applicable as per Government rules.

A Letter of rate contract would be issued to successful bidder(s).

4. Bid: Financial bid as per Annexure I must be submitted in a sealed envelope superscripted as “Bid for supplying Computer Paper to Central Office, CBoI.

The Financial Bid should be complete in all respects and contain all information asked for this document. It should contain only the information as per Annexure - I.

The price to be quoted in individual items and it should be unit price in Indian rupees.

The price should be inclusive logistic & Transportation and other incidental charges. etc

The price should be exclusive of GST, TCS and other taxes as applicable as per Government rules.

5. Evaluation and acceptance

The offers will be evaluated on the basis of compliance with eligibility criteria, technical specification, other terms and conditions stipulated in the RFP. Bank may, at its sole discretion, waive any minor non-conformity or deviations which would not adversely or favorably affect any of the bidders. The bank's decision regarding nature and acceptance of non-conformity will be final.

Bank reserves the right to reject an offer under any of the following circumstances:

- If the offer is incomplete and / or not accompanied by all stipulated documents.
- If the offer is not in conformity with the terms and conditions stipulated in the RFP.
- If there is a deviation in respect to the technical specifications of the items.

The Bank shall be under no obligation to mandatorily 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 reason whatsoever.

6. Process for selection of bidder/s

Based on quotes received L1, L2... will be identified on Total Cost of Ownership. The rates shall be finalized with L1 bidder. The Bank will be within its right to empanel the bidders and distribute /split the work order between L1 and L2 bidders, provided L2 bidder meet the rates and terms & conditions finalized with L1, if required/considered necessary in the interest of the Bank. If L2 Bidder does not agree to supply at L1 rate, L3 Bidder will be given the option to supply at L1 rate. The distribution of work between L1 and L2 (or L3 if L2 is not agreeable to supply at L2 rate) shall be in ratio of 60:40, L1 will be allotted 60% job. The ratio decided will be normally adhered to but is subject to change in case of need of the Bank.

Mere participation in bidding process / agreeing to execute the job at L1 rates will not entitle the bidders/ printers for awarding the job. Apart from other things, Bidder's past performance with our bank/other banks will also be taken into consideration.

7. Validity period : Initially Rate contract will be valid for a period of 12 months. Bank shall reserve right to extend further for 12 months on same rates and terms & condition.

8. Delivery Period

Bank will place order as and when required and the orders shall be delivered within 3 days of order.

- 9. Penalties:** In case of defective substandard quality of paper and size etc/not as per specimen provided, entire lot will be rejected and no payment will be made. The damages for faulty delivery will be recovered from the bidder.

10. Payments: Bidder shall raise the GST invoice on monthly basis supported by the indent of respective deptt. and delivery challans duly stamped & Signed by dept confirming having received the material.

11. Order Cancellation:

The Bank reserves its right to cancel the order in the event the services of bidder are not as per the scope defined in this RFP document.

In addition to the cancellation of purchase order, Central Bank of India reserves the right to appropriate the damages from the earnest money deposit (EMD) given by the bidder and any other payment due from Bank to the bidder and may take appropriate action.

12. Cost of Bidding:

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

13. Bidding Document:

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Document. Submission of a bid not in conformity to the Bidding Document in every respect will be at the bidder's risk and may result in the rejection of its bid without any further reference to the bidder.

14. Amendments to Bidding Documents:

At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason, modify the Bidding Document by amendments at the sole discretion of the bank. All amendments will be **uploaded on the Bank's website and** will be binding on the prospective bidders. For this purpose bidders must provide name of the contact person, mailing address, e-mail address, telephone number on the covering letter sent along with the bids. All the bidders should continuously check the website and need not exclusively depend on communication.

In order to provide, prospective bidders, reasonable time to take the amendment if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids.

15. Last Date and Time for Submission of Bids:

Bids must be received by the Bank at the address specified in the Bid Document not later than the specified date and time as specified in the Bid Document. Bank reserves the right to extend the date & time without showing any reason.

16. Late Bids:

Any bid received by the Bank after the deadline for submission of bids will be rejected and/or returned unopened to the Bidder. The rejected bid will be returned to the bidder if desired by the entity.

17. Modifications and/or Withdrawal of Bids :

- Bids once submitted will be treated, as final and no further correspondence will be entertained on this.
- No bid will be modified after the deadline for submission of bids.
- Once the bidder is declared as successful bidder, the said bidder shall not be allowed to withdraw the bid.

18. Clarifications of Bids:

To assist in the examination, evaluation and comparison of bids the bank may, at its discretion, ask the bidder for clarification and response, which shall be in writing and without change in the price.

19. Bank's Right To Accept Or Reject Any Bid Or All Bids:

The 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 the bank's action.

Further, Rate contracting of supplying of papers with bidders does not assure that supply order will be issued to the bidder/bidders. Separate purchase order will be issued by respective offices as and when required.

If, at any time after opening the tender it is found that the information submitted with the BID by the bidder/s is false, the Financial Bid submitted by the said bidder, even though he is L-I bidder, is liable to be rejected by the Bank and no orders will be placed with such bidder/s. Moreover, the bank will be at liberty to take appropriate action including black listing against selected bidder and the said bidder will not be allowed to participate in any tender process of our bank for a period of three years.

20. Defect Liability :

The selected bidder is liable for inherent or manufacturing defects in quality of paper and packaging, observed at a later date, through it might not be apparent or observed at the time of acceptance of stock. In such an eventuality, the supplier will have to replace the stock in part or full/or compensate for the loss or inconvenience that might have already been caused or might cause to the Bank on account of such defects or deviation from the Bank's specifications.

24. Forfeiture of EMD

The EMD may be forfeited:

If a Bidder withdraws his Bid during the period of Bid validity specified in this RFP;

or

If a Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of Contract;

or

In the case of a successful Bidder, if the Bidder fails;

(a) to sign the Contract;

and/or

(b) to adhere to the delivery schedule stipulated

The EMD of the successful bidder will be returned after successful completion of the contract within the validity period.

21. Force Majeure

The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its

obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God like floods, or earthquake or of public enemy, acts of Government of India in their sovereign capacity, acts of war, acts of Central Bank of India either in strikes, lock-outs and freight embargoes.

If a Force Majeure situation arises, the Bidder shall promptly notify Central Bank of India in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by Central Bank of India in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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, Central Bank of India and the bidder shall hold consultations with each other in an endeavor to find a solution to the problem. However, party affected with force majeure will make efforts to perform its duties by alternative methods, if possible. It is clarified that financial constraints will not be treated as force majeure.

Notwithstanding above, the decision of Central Bank of India shall be final and binding on the bidder.

22. Signing of Contract:

The successful bidder(s) to be called as bidder, shall be required to enter into an Agreement with the Bank, within 15 days of the award of the work order (when provided) or within such extended period as may be specified by the bank.

28. Resolution of Disputes

Central Bank of India and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, Central Bank of India and the Bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by a sole arbitrator to be appointed by the parties on mutual consent. If the parties are unable to jointly agree to a sole arbitrator within a period of 60 days, then the reference should be made to a Arbitral Tribunal comprising of three arbitrators of which one will be appointed by each party and the third arbitrator should be appointed by the aforesaid two arbitrators. The third arbitrator will act as the chairman of the proceedings. The award of the arbitrator shall be final and binding on the parties. All proceeding in any such arbitration shall be conducted in English. The arbitration shall take place in Mumbai and shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 for the time being in force or any statutory modification or re-enactment thereof. Both the parties shall bear the cost of arbitration equally for sole arbitrator. In case of reference Arbitral Tribunal the fees of the arbitrators appointed by each party should be borne by the party so appointed the arbitrator and the fees of the third both the parties shall equally bear the cost.

29. The bidders have to sign Pre-contract Integrity Pact as attached.

30. Relationship: This RFP does not intent to create, constitute or evidence any partnership, joint venture, and trust or employer/ employee relationship amongst the parties and will constitutes an agreement between principals.

31. The usual terms and conditions of the Bank/ RBI/ IBA as may be in force and available in web sites of Bank/ RBI/ IBA from time to time shall be applicable.

31. OTHER TERMS & CONDITIONS:

1. Tender fee Rs.5000/- by Demand Draft payable at Mumbai in the name of Central bank of India.

2. Financial bid as per Annexure I must be submitted in a sealed envelope superscripted as “Bid for supplying Computer Paper to Central Office, CBoI.”.
3. Rate quoted should be including delivery cost at respective departments situated in Mumbai & Navi Mumbai excluding of GST applicable. GST would be paid in addition to the billed amount as applicable.
4. All costs should be given in Rupees and in Figures and Words.
5. The rate will be valid for one year from the date of order. **Bank can extend the rate contract for next one year on same rate, in case of need subject to mutual consent.**
6. **Please note that the “No. of Units” mentioned in Annexure -I are not the actual Quantity and will be used only for calculation of TCO. The actual quantity will as per the day to day requirement of department.**

L1 will be identified on basis of (Total Cost Of Ownership) TCO. Bank reserves the right to allot order to one or more bidders. L2 may be allotted the job if he agrees to match the L1 rates. If L2 Bidder does not agree to supply at L1 rate, L3 Bidder will be given the option to supply at L1 rate. The distribution of work between L1 and L2 (or L3 if L2 is not agreeable to supply at L2 rate) shall be in **ratio of 60:40, L1 will be allotted 60% job.** The ratio decided will be normally adhered to but is subject to change in case of need of the Bank.

7. **Each Department of Central Office shall raise the requirement/indent to the selected bidder directly.**
8. These indented items are to be delivered to the respective department on next day. In case of items required urgently same will have to arranged and delivered on same day.
9. In case of defective /sub-standard quality / duplicate product /paper and size etc not as per specimen provided Bank shall have the right to reject the material, cancel the order and take appropriate action as deemed fit.
10. **Payment Terms:** Bidder shall raise the GST invoice on monthly basis supported by the indent of respective deptt. and delivery challans duly stamped & Signed by dept confirming having received the material.
11. No Commitment to Accept Lowest or Any Bid: Central Bank of India shall be under no obligation to accept the lowest or any other offer received in response to this offer and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever.
12. Central Bank of India reserves the right to make any changes in the terms and conditions of purchase. Central Bank of India will not be obliged to meet and have discussions with any participants and/or to listen to any representations.
13. Tender should be signed by authorized person with date and seal of the entity.
14. Terms and conditions for Tender as per Govt. of India regulations are given in Annexure-A.
15. Every bidder should submit at least three (3) copies of samples of each type of papers as per the list of items for which rate contract RFP is invited.

Only bidders who will fulfill all the terms and conditions mentioned herein are eligible to participate in the RFP. The bank reserves the right to relax or enhance the eligibility criteria depending on merits prior to last date of submission of bid and may accept/reject any or all of the offers without assigning any reason whatsoever.

Financial Tender should be submitted in given Performa. Tender should be submitted in the sealed cover to the Asst. General Manager (Printing & Stationery Department, Central Office, 16th floor, Chandermukhi Building, Nariman point Mumbai – 400 021.

Applicants or their authorized representative whosoever wishes to be present may join the tender opening meeting. Tenders will be opened at Printing and Stationery Deptt., Central Office, 16th floor, Chandermukhi Building, Nariman point Mumbai – 400 021.

Any Corrigendum issued will be uploaded in Bank's Website.

(Anupam Bandyopadhyay)
Asst. General Manager- BSD

Terms and conditions for Tender as per Govt. of India regulations

Basis of Allotment :

Amongst other regulatory guidelines/mandates, Bank will follow the guidelines mentioned below on Public Procurement, Guidelines on **Public Procurement (Preference to Make in India)**, Order 2017 (PPP-MII Order) as amended, issued vide Central Vigilance Commission Order No.018/VGL/022-377353 dtd. 20th. April, 2018 and basis of allotment will be done in terms of instructions on Public Procurement (Preference to Make in India) Order 2017 – Revision; issued vide GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion letter No. P-45021/2/2017(BE-II) dated May 28,2018, **Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No P-45021/2/2017-B.E.II dated 15.6.2017 as amended by Order no. P-45021/2/2017-BE dated 28.05.2018, Order no. P.45021/1/2017-BE-II dated 29/05/2019 and Order no. 45021/2/2017-BE-II dated 04.06.2020 hereby issued the revised “Public Procurement (Preference to Make in India), Order 2017” dated 16.09.2020 effective with immediate effect.**

Salient features applicable for this tender are given below :-

1. Definitions: For the purposes of the Order **dated 16.09.2020:**

‘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 term (including all customs duties) as a proportion of the total value in percent.

‘Class-I local supplier’ means a supplier or service provider, whose goods, services, or works offered for procurement, meets the minimum local content as prescribed for Class I local supplier under the Order **dated 16.09.2020.**

‘Class-II local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for Class II local supplier under the Order **dated 16.09.2020** less than that prescribed for ‘Class- I local supplier’..

‘Non-Local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for ‘Class-II local supplier’ under the Order **dated 16.09.2020**

‘L1’ means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

‘Margin of purchase preference’ means the maximum extent to which the price quoted by a ‘Class-I local supplier’ may be above the L1 for the purpose of purchase preference.

‘Nodal Ministry’ means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

‘Procuring entity’ means a Ministry or department or attached or subordinate office of, or autonomous body controlled by the Government of India and includes Government companies as defined in the Companies Act.

‘Works’ means all works as per Rule 130 of GFR-2017, and will also include ‘turnkey works’.

2. Eligibility of ‘Class-I local supplier’/ ‘Class-II local supplier’/ ‘Non-local suppliers’ for different types of procurement.

- a) In procurement of all goods, services or works in respect of which the Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only ‘Class-I local supplier’, as defined under the Order, shall be eligible to bid irrespective of purchase value.
- b) Only ‘Class-I local supplier’ and ‘Class-II local supplier’, as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities.

- c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts,

3A. Purchase Preference

- a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.
- b) In the procurements of goods or works which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local Supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier' as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier' the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local Supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier' as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

- d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

3B. Applicability in tenders where contract is to be awarded to multiple bidders –

In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a) In case there is sufficient local capacity and competition for the item to be procured as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b) In other cases, 'Class-II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
- c) If 'Class I Local suppliers qualify' for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class-I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local supplier' over 'Class-II local suppliers'/'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier' does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.
- e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-para above.

- 4. Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier' the 'local content' requirements minimum 20%. Nodal Ministry/Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier'. For the items for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/'Class-II local supplier' respectively.

- 5. Margin of Purchase Preference:** The margin of purchase preference shall be 20%.

6. Verification of local content

- a) The 'Class-I local Supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-

certification that the item offered meets the local content requirement for ‘Class-I local supplier’/‘Class-II local supplier’, as the case may be. They shall also give details of the location(s) at which the local value addition is made.

- b) In cases of procurement for a value in excess of Rs 10 crores, the ‘Class-I local supplier’/‘Class-II local supplier’ shall be required to provide a certificate from the statutory auditor or cost auditor of the entity (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c) Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement related complaints relating to the procuring entity.
- d) Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor’s/accountant’s certificates on random basis and in the case of complaints.
- e) Nodal Ministries and procuring entities may prescribe fees for such complaints.
- f) False declarations will be in breach of the Code of integrity under Rule 175(1)(i) (h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- g) A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h) The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convener of the Standing Committee and the Department of Expenditure through the concerned Ministry/Department or in some other manner.
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s).

in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

- I. Guidelines on **Public Procurement (Restrictions under Rule 144 (xi) of the General Finance Rules (GFRs), 2017)** issued vide GOI, Order No. F.No.6/18/2019-PPD, Ministry of Finance, Department of Expenditure, Public Procurement Division dated 23rd. July, 2020 and 24th. July, 2020. Allotment will be done in terms of instructions on Public Procurement as above. Any bidder from a country which shares a land border with India, as defined in the above order, will be eligible to bid in any procurement of Goods and services, subject to fulfillment other necessary conditions of the bid. The bidder need to submit certificate as specified in the Government order

II. Guidelines on **Public Procurement Policy for Micro and Small Enterprises (MSEs) order, 2012** issued by GOI, Ministry of Micro, Small and Medium Enterprises Office of Development Commissioner (MSME) vide order dated 23rd. March, 2012.

Salient features are given below :-

- The Public Procurement Policy shall apply to 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.
- **Price quotation in tenders.-**
 - (1) In tender, participating Micro and Small Enterprises quoting price within price band of L1 +15 per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 per cent of total tendered value.
 - (2) In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity)
- Reduction in transaction cost.- To reduce transaction cost of doing business, Micro and Small Enterprises shall be facilitates by providing them tender sets free of cost, exempting Micro and Small Enterprises from payment of earnest money.
- Bidders are required to adhere all the clauses relating to the order mentioned above dated 23rd. March, 2012. For details refer to order of Ministry of Micro, Small and Medium Enterprises Office of Development Commissioner (MSME) dated 23rd. March, 2012.

III. Guidelines on **Relaxation of norms for Startups (whether MSE or otherwise)** issued by GOI, Ministry of Finance, Department of Expenditure, Procurement Policy Division vide Office Memorandum No.F.20/2/2014-PPD(Pt.) dated 25th. July, 2016 will be complied.

Annexure -I

Financial Bid format

- This document of material must be attached with the offer. Offers without the bill of material are liable for rejection.
- The bidder must take care in filling price information in the offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
- In case of any discrepancy between unit price and total price of an item, the unit price will prevail. Similarly, in case of error in the sum of various items, the correct sum will be calculated by the addition of total prices of each item.

(Amount in Rupees)

Sr. No	PRODUCT	DESC.	BRAND	PER	Quantity A	Rate B	Amount A*B
9	Paper						
9.1	Paper Copier A4 Size White	A4-75-500	JK Copier	Ream	7000		
9.2	Paper Copier FC Size White	FC 75 500	JK Copier	Ream	100		
9.3	Paper Copier A4 Size Colour Y/G/B/Pink	A4-75-500	Nuetral Pack	Ream	100		
9.4	Paper Allabash White	A4-100- 500	JK Cedar	Ream	100		
9.5	Paper Allabash Color	A4-100- 500	Nuetral Pack	Ream	100		
	Total Cost Of Ownership (TCO)						

Signature of the bidder with Seal

Please note that the “No. of Units” mentioned above are not the actual Quantity and will be used only for calculation of TCO.

The rate is including delivery cost (to respective departments) excluding of GST that would be paid extra as applicable.

The rate will be valid for one year from the date of order. Bank can extend the rate contract for next one year on same rate, in case of need subject to mutual consent.

INTEGRITY PACT

Between

Central Bank of India hereinafter referred to as “**The Principal**”,
And

----- herein after referred to as “**The Bidder/Contractor**”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for -----
-----The Principal values full compliance with all relevant Law 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 principals mentioned above.

Section 1- Commitments of Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principals:
 - 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 processor or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtain 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 action.

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. The Bidder(s)/Contractor(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) 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 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 cartelisation 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 proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly the Bidder(s)/Contractors(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. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at (page nos. 6-7)
 - e. The Bidder(s)/ Contractor(s) will, when presenting his 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) will not instigate third persons to commit offenses outlined above or be an accessory to such offenses.

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 his 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 procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of business dealings” is placed at (page nos.8-17).

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 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 transgressions occurred in the last three years with any other entity in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

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, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section7– 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 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 / Monitors

- (1) The Principal appoints competent and credible Independent External Monitor 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 this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to Managing Director & CEO CENTRAL BANK OF INDIA.
- (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 Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of the Integrity pact by the 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 Managing Director & CEO CENTRAL BANK OF INDIA and recuse himself/herself from the 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 the Contractor. The parties offer to the Monitor the option to participate in such meetings. Parties to the agreement agree that they shall not approach the court while representing the matter to IEM and will await IEM's decision in this matter.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he 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, SAIL 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 CENTRAL BANK OF INDIA, a substantiated suspicion of an offense under relevant IPC/ PC Act, and the MD & CEO CENTRAL BANK OF INDIA has not, within the reasonable time taken visible action to proceed against such offense 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 9 – 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 from 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 / determined by.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor 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) Issue 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:
(Name & Address)

Witness 2:
(Name & Address)

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS:

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with CENTRAL BANK OF INDIA shall apply for registration in the prescribed Application –Form.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/retainer ship being paid by the principal to the agent before the placement of order by CENTRAL BANK OF INDIA.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order
- 2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA. IF ANY.**
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
 - 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Bank, it shall be confirmed whether it is real substantial Bank and details of the same shall be furnished.
 - 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
 - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by CENTRAL BANK OF INDIA in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
 - 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
 - 2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.
 - 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by CENTRAL BANK OF INDIA in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .

- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by CENTRAL BANK OF INDIA. Besides this there would be a penalty of banning business dealings with CENTRAL BANK OF INDIA or damage or payment of a named sum.
