



Central Bank of India
Printing & Stationery - BSD, Central Office, Mumbai

Request For Proposal (Bid) Document

For

**Rate Contract for printing and supply of Bank
Passbook**

Tender No. CO:BSD:P&S:2022-23:01

Date: 20th. May 2022

Invitation for tender offers

Central Bank of India, a body corporate constituted under the Banking Companies (Requisition and Transfer of Undertaking) Act 1970 having its Central Office at Chander Mukhi , Nariman Point, Mumbai-400021 hereinafter called "Bank" and having 90 Regional Offices (RO), 10 Zonal Offices (ZO) and approx. 4700 branches spread across India, intends to obtain the rate contract for supply / printing and dispatch of Bank passbook to be used at branches.

Central Bank of India invites sealed tender offers (technical offer and commercial offer) from eligible **Indian Banks' Association (IBA) approved security printers** meeting the eligibility criteria, as specified in this tender document.

A complete set of tender documents may be purchased by eligible bidders upon payment of a non-refundable fee of Rs.10,000/-(Rupees Ten thousand only) by Demand Draft/ Banker's Cheque in favour of "**Central Bank Of India**" and payable at **Mumbai** or may be submitted with the Technical Bid, who wants to download the RFP.

The details are given below:

Tender Reference Number	CO:BSD:P&S:2022-23:01
Cost of RFP – non refundable	₹.10,000/- (Rupees Ten thousand only) Free for 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 and approved by IBA as security printer.
Date of Issue of RFP	20 th . May 2022
Bid Security (EMD)	₹. 600000/ (Rupees Six Lakh) 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 and approved by IBA as security printer are exempted for from payment of earnest money
Pre-bid Queries, if any, to be mailed to	ptgsty@centralbank.co.in latest by 27.05.2022 upto 12:00 noon
Last Date and Time for receipts of tender offers	13th June 2022 up to 3:00 pm
Time & Date of Opening of technical bids	13th June 2022 at 3.30 pm.
Time & Date of Opening of commercial bids	Commercial Bids will be opened after evaluation of technical Bids; venue and time will be intimated to the qualified bidders in due course
No. Of Envelopes	Two (2) Envelopes. <u>Envelope 1 containing:</u> Technical Bid + Document Cost+Bid Security <u>Envelope 2 containing:</u> Commercial Bid

Address for Communication	Asst. General Manager, BSD-P & S Central Bank of India, Printing & Stationery Dept. 16 th floor ,Chander Mukhi Building Nariman Point, Mumbai Pin-400021 E-Mail: ptgsty@centralbank.co.in Phone : 022-6638 7863 022-66387700 Mob: (Asst. General Manager-BSD) 9433150897
Place of Submission / Opening tender offers :	Central Bank of India, Central Office Printing & Stationery Dept. 16 th Floor ,Chander Mukhi Building Nariman Point Mumbai-400021
Details of IEM (Independent External Monitor)	1. Trivikram Nath Tiwari MAIL ID: trivikramnt@yahoo.co.in 2. Jagdip Narayan Singh MAIL ID:jagadipsingh@yahoo.com

The cost of Tender document is to be submitted at the time of submission of the bid. Vendor may mail their queries to the above email addresses and their queries will be addressed.

Earnest Money Deposit mentioned above must accompany all tender offers (Technical Bid) as specified in this tender document.

Tender offers will normally be opened half an hour after the closing time, in the presence of the vendor's representatives who choose to attend the opening of tender. Any Tender received without Document Cost and/or EMD, will be disqualified outright.

Technical Specifications, Terms and Conditions and various format and Proforma for submitting the tender offer are described in the tender document and its Annexures.

Asst. General Manager (BSD-P&S)

DISCLAIMER

The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Central Bank of India (Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should

conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

1. INVITATION TO BID

Offers are invited from IBA approved security printers meeting the eligibility criteria, as specified in this tender document for quoting rate contract for print and supply of Bank passbook for Central Bank of India.

Sr. No.	Particulars
1.	Item Code : SPBK -97
2.	Quantity : Rate contract - as per requirement – On monthly basis
3.	Cover Page : Sinor Marsh art card – 250 GSM
4.	Inner Page : 70 GSM Super Shine White Map litho paper Of Ballarpur/JK/West Coast Paper Mill
5.	No. of Inner Pages : (20 pages)
6.	To be supplied in labeled thick craft paper. Packet of 100 books each and bundle of 5 packets.
7.	Bids of selected vendor shall remain valid for 12 months from the date of order. If any vendor quotes the bid for shorter period same shall be rejected by the bank as non-responsive. Bank shall reserve right to extend contract for further 12 months on same rates and terms & condition with selected vendor.
8.	Quote rate for per Passbook as per Annexure I – estimated requirement of 12 months Books -- amount for 60 lacs passbook – including cost of paper, printing & supply, govt levies Logistic & transportation charge and other charges etc upto the point of delivery , excluding GST, TCS and other taxes as applicable as per Government rules..
9.	Printing on all Cover Pages will be four colour.
10.	Outer side of cover pages should be polythene coated(smooth & glossy) i.e. laminated
11.	Size of the Pass book should be 7” x 7” while opened.
12.	Our Bank’ emblem should be printed exactly at the Centre of each Inner page in single colour printing.
13.	The center stitching to be made horizontal so that every line will be printed on the uniform surface. Middle line will be skipped to avoid printing near the stitch zone. Stitching should start leaving the first 5 mm i.e. stitching to be done leaving the first and last 5 mm with a stitch gap of 7 mm. Sufficient gap should be provided between stitches to avoid perforation. Thread should be pure cotton or cotton/synthetic mixed. It should not be so thin, should not have high torque which may cause tearing of sheets.
14.	Printing of Bar code – Barcode Dimensions: The barcode width should preferably be within 2 to 3 inches. The barcode height should preferably be within 0.5 to 1 inch. The barcode number should be printed below the barcode itself. Barcode Positioning: The barcode should be placed upright preferably on the rear face of the passbook. The barcode should be placed parallel to the edges of the passbook. The barcode may be placed anywhere on the face of the passbook. Barcode Features: The encoding type used should be Type-128. The barcode should be jet black in colour with white background. At least 4mm whitespace should be left horizontally on either side of the barcode. Barcode Lamination: The specifications of the lamination to be used on the passbook cover needs to be shared with the Kiosk vendor for confirmation that the barcode scanner will read the laminated barcode successfully.
15.	Name of the Printer and Month of Despatch to be printed in the footer of first page

1. Eligibility Criteria

The Bidder must have following eligibility criteria:

1. The vendor should be in the existing panel of Indian Banks' Association.
2. The vendor submitting the offers should be a Registered Company/Firm:
 - a. Doing business for at least preceding three years in the same field
 - b. Having an Average Annual turnover of ₹. 3 Crore in last three years. This must be the individual Company's turnover and not that of any group of Companies.
 - c. Should have made operating profits in at least two financial years out of last three financial years and should have positive net worth during the year ended 2019-20.
 - d. The vendor should have printed and supplied Passbook to more than two Banks/organizations of which one should be PSB, in last two financial years.
 - e. The vendor should have printed and supplied Passbook to the tune of at least 100 lacs passbook in last two financial years. Copy of work order / agreement along with certificate from Banks for satisfactory performance is to be submitted for point d & e.

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 will be waived for Startups as defined in the above Office Memorandum provided they are in the existing panel of Indian Bank's Association (IBA) for printing of security items.

3. Printer should have arrangement for entire process of printing, stitching, packing & forwarding etc of pass book in house, under one roof. Should have capability to print digital Bar Code on passbook, with system in place for checking of acceptability of Barcode as per bank requirement.
4. The Printing Unit should have stringent quality control measures for printing, binding, validating, packing etc to ensure supply of high quality Passbooks.
5. The vendor 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 technical bid.**
6. Vendor must not be a NPA holder in any Bank/Financial Institution. **Self-declaration to that effect should be submitted along with the technical bid.**
7. As per the guidelines of CVC bidder shall have to enter into pre integrity Pact with Bank before submission of bid as per details attached as **Integrity Pact duly signed and stamped by authorized signatory.**
8. The vendor must submit necessary documentary proof for the above. The Bank, if required, may call for additional documents during the evaluation process and the vendor will be bound to provide the same.

2. Earnest Money Deposit (Bid Security)

Vendors 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 technical 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.** EMD can also be submitted in the form of Bank Guarantee as per the Bank’s approved format **for the period of fifteen months from the closing date of Tender. No Tender fees/EMD will be applicable for 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 for from payment of earnest money.

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 printing and supply of Bank Passbook. Requests/indents for Bank passbooks for various Regional offices will be placed at regular interval through Centralized Back Office in encrypted format or order

Selected vendor/s will share a few samples of the passbooks for testing.

The Selected Vendor has to print and dispatch the Passbooks within the prescribed time from the receipt of the communication of file / order made in softcopy from the Bank. The parcel to be sent should be handed over to post agency and details of the same are to be submitted in softcopy to Bank within 15 days. In case of non-submission of information, bank may take suitable action.

The Bank will provide the Regional office’s address for delivery of the same.

The selected printer should have arrangement with Speed Post /Courier service for delivery of printed Passbooks to Offices located in all corners of the country.

Prospective bidders are advised to quote the rate which should be an all-inclusive one, upto the point of delivery to the respective Regional Office of the Bank excluding GST, TCS and other taxes as applicable as per Government rules .i.e. cost of paper, packing cost i.e supplied in labeled thick craft paper, Packet of 100 books each and bundle of 5 packets, Postal/courier charges including charges for providing soft data to the appointed couriers/India Post and Bank, in the format as required by the courier/post agency/Bank.

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

The vendor shall have to keep the sufficient stock of passbook ready as per order. **The details of dispatch of Passbooks (with or without Bar code as per requirement) in multiple of 10000 numbers for Regional Office will be provided by Bank. The actual quantity of requirement will be based on the indents received from Regional Offices all over India.**

Bank will place order as per their requirement. The vendor shall procure the paper and ensure the passbooks are printed and dispatched within 45 days of order.

Vendor should assign the job of logistic/courier to IBA approved transporter or reputed courier service provider to ensure that the parcels are delivered within 10 days of dispatch.

The printer has to print and deliver the Printed Passbook to Regional Offices within the prescribed time limit.

The relative art work/positives' that will be supplied/developed by the printer will be the Bank's property and the same has to be returned to us/destroyed after completion of the job in the presence of our bank officials. The cover page /Back page Art work / positives may vary as per requirement. The same shall be provided before placing order for printing and delivery of pass book to Regional offices, for which no additional cost will be paid.

The Printer will be required to arrange for Inspection (at their cost) of their Security Printing Unit by our officials during the printing process before and even after the work is assigned to them or as and when required by the Bank.

Test checking of Passbooks: Bank shall be free to get the samples of passbook test checked by government approved agency and in case reject rate is more than 0.05%, the whole consignment shall be rejected. The decision of the Bank in this regard, shall be final and binding on the printers.

4. Bid

The offer will be in two parts consisting of Technical bid and Commercial Bid.

The bids must be submitted in two separate sealed cover giving full particulars and duly super-scribed “ Technical Offer for Rate contract *for printing and supply of Bank Passbook* and “Commercial offer for Rate Contract *for printing and supply of Bank Passbook* “. These covers should also indicate name and address of the vendor submitting the offers.

5. Technical Offer

The Technical Offer (TO) should be complete in all respects and contains all information asked for in this document.

It should not contain any price information. But a copy of the commercial bid without mentioning the price should be attached with TO. However, any mention of price in TO will result in cancellation of the bid.

The TO must be submitted in an organized and structured manner. All the supporting documents etc. to be submitted along with the TO.

The TO must contain the Document Cost (if not already submitted) and Bid security. Without any of these two, Vendor will be disqualified and bid submitted by them will be not processed.

6. Commercial Offer:

The Commercial Offer (CO) should be complete in all respects and contain all information asked for in this document. It should contain only the price 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.

7. Evaluation and acceptance

Technical offers will be evaluated on the basis of compliance with eligibility criteria, technical specification, other terms and conditions stipulated in the RFP. Only those vendors who qualify in the technical evaluation would be considered while evaluating the commercial bid. Bank may, at its sole discretion, waive any minor non-conformity or deviations.

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 hardware 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.

8. Process for selection of vendor

This Tender Notice is for selecting vendor for supply of printed Bank's Passbooks to our Regional Offices located PAN India.

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 distribute /split the work order between L1 and L2 vendors, provided L2 vendor mates the rates and terms & conditions finalized with L1, if required/considered necessary in the interest of the Bank. In case, L2 is not agreeable to match L1 rates the offer will be given to L3. The distribution of work between two selected vendors shall be in ratio of 60:40, L1 will be allotted 60% job. The ratio decided will be 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.

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.

Rate order for the scope of work will be issued to selected vendor/s within validity period. It can at it discretions allot job to L1 and L2 bidder, based on it requirements and convenience.

9. Validity period

This tender is for entering into Rate contract agreement with vendors for supply/print Bank passbooks. **This rate contract shall be valid for 12 months from date of issuance of letter of intent.** Bank shall reserve the right to extend contact for further 12 months as per Bank's requirement on same rates and terms & conditions under mutual consent. Rate contract finalized for supply/print Passbooks will be for actual requirements during the validity of this contract.

Bank reserves the right to issue the letter of intent within 90 days from opening of commercial bid.

10. Delivery Period

Bank will place order as per their requirement. The vendor shall procure the paper and ensure the passbooks are printed and dispatched within 45 days of order.

Vendor should assign the job of logistic/courier to IBA approved transporter or reputed courier service provider to ensure that the parcels are delivered within 10 days of dispatch.

The printer has to print and deliver the Printed Passbook to Regional Offices within the prescribed time limit..

11. Penalties:

Printer should be agreeable for penalty in case of delay in supply which will be 2% for each week or part of week thereof, per consignment but not exceeding 10% of the total cost of consignment.

In case of defective printing/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 vendor.

The bank may impose financial penalties in addition to black listing the printer for following reasons:

- Not adhering to the delivery schedule.
- Quality of paper not as per specification.
- Mistakes in printing, binding, seriating or packing of Passbook.
- Bad workmanship and deficiencies in quality of printing.
- Printing not according to Bank's format and colour scheme, and specifications etc.
- Flouting Bank's instructions in respect of storage of paper, maintenance of records, transportation and delivery of passbook etc.
- Frequent rejection of Passbook while printing.

If in any case it is found that vendor has compromised with secrecy of any type of data, he will be financially penalized as per Bank's decision, compulsorily binding on him, including blacklisting of their related unit/all units, as deemed fit, for three years.

If it is found that the delays are frequent the work assigned to the printer will be shifted to another printer and printer will be black listed and no claims will be entertained for not awarding further work.

12. Payments

Bills for payment must be presented to respective Regional Offices along with delivery of passbooks. After confirming the delivery of the Passbooks and checking of Bills, Payment will

be released within 30 days, if in order. Detail modalities for payment process will be worked out with selected vendor.

13. Order Cancellation:

The Bank reserves its right to cancel the order in the event the services of vendor are not as per the scope defined in this tender 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 vendor and any other payment due from Bank to the vendor and may take appropriate action.

14. 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.

15. 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.

16. 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 them. 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.

17. 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.

18. 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, if so desired by him.

19. 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.
- No bidder shall be allowed to withdraw the bid, if the bidder happens to be a successful bidder.

20. 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, shall be sought, offered or permitted.

21. 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 passbooks with vendors does not assure that work order will be issued to the vendor/vendors. 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 in Technical Bid submitted 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.

22. Defect Liability :

The supplier is liable for inherent or manufacturing defects in quality of paper and printing, 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. Further the Bank also has the liberty to approach IBA for cancellation of empanelment of the supplier. This is notwithstanding the return of Security Deposit after three months of supply and this time period is not a restraining.

23. Forfeiture of EMD

The EMD may be forfeited:

If a Bidder withdraws his Bid during the period of Bid validity (but prior to submission of PBG) 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 furnish Performance Bank Guarantee
and/or
- (c) to adhere to the delivery schedule stipulated

The EMD of the successful bidder will be returned after submission of PBG, if not already invoked.

24. Audit/Review

Bank shall undertake a periodic review of service provider outsourced process to identify new outsourcing risks as they arise. The Bidder shall be subject to risk management and security and privacy policies that meet the Bank's standard. In case the service provider outsourced to third party, there must be proper Agreement with concerned third party. The Bank shall have right to intervene with appropriate measure to meet the Bank's legal and regulatory obligations. Access to books and records/Audit and Inspection would include:-

- a) Ensure that the Bank has the ability to access all books, records and information relevant to the outsourced activity available with the service provider. For technology outsourcing, requisite audit trails and logs for administrative activities should be retained and accessible to the Bank based on approved request.
- b) Provide the Bank with right to conduct audits on the service provider whether by its internal or external auditors, or by external specialist appointed to act on its behalf and to obtain copies of any audit or review reports and finding made on the service provider in conjunction with the services performed for the bank.
- c) Include clause to allow the Reserve Bank of India or persons authorized by it to access the bank's documents: records of transactions, and other necessary information given to you, stored or processed by the service providers within a reasonable time. This includes information maintained in paper and electronic formats.
- d) Recognized the right of the Reserve Bank to cause an inspection to be made of a service provider of the bank and its books and account by one or more of its officers or employees or other persons. Banks shall at least on an annual basis, review the financial and operational condition of the service provider. Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the service provider. Such assessment and reports on the service provider may be performed and prepared by Bank's internal or external auditors, or by agents appointed by the Bank.

25. Force Majeure

The vendor 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 Vendor and not involving the vendor's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, acts of Central Bank of India either in fires, floods, earthquake, strikes, lock-outs and freight embargoes.

If a Force Majeure situation arises, the Vendor 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 Vendor 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 vendor shall hold consultations with each other in an endeavor to find a solution to the problem.

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

26. Signing Of Contract:

The successful bidder(s) to be called as vendor, 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.

27. Resolution of Disputes

- All disputes and differences of any kind, whatsoever, between the Vendor and the Bank, arising out of or in relation to the construction, meaning, operation or effect of the OTE, shall be settled amicably by both Bank and the vendor. If it is not settled amicably by both Bank and the vendor the dispute may be referred to the IEM as mentioned in tender document. If after thirty days from the commencement of such informal negotiations, Bank and the vendor are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.
- All questions, disputes or differences arising under and out of, or in connection with the OTE, shall be referred to a panel of three Arbitrators: one Arbitrator to be nominated by the Bank and the other to be nominated by the vendor. Two Arbitrators so appointed shall appoint the third Arbitrator. The award of the Arbitrator shall be final and binding on the parties.
- The arbitration and conciliation act 1996 or any statutory modification or reenactment thereof
For the time being enforced, shall apply to the arbitration proceedings and the venue and Jurisdiction for arbitration shall be at Mumbai, India. In case the vendor would like to exit the
Project, the same shall be taken up by the Arbitration process.

- **Arbitrations**

All disputes and differences of any kind whatsoever arising out of or in connection with the

purchase order shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and such arbitrators shall appoint an Umpire before entering on the reference. The decision of the Umpire shall be final. Such arbitration shall be governed by the provisions of Indian Arbitration and Conciliation Act 1996. All arbitration proceedings shall be at Mumbai. 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.

28. **Basis of Allotment :**

Amongst other regulatory guidelines/mandates, Bank will follow the guidelines mentioned below on Public Procurement, **provided the bidder is an IBA approved vendor for printing of security stationary items for banks.**

- I. 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**

‘LI’ 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-paragraphs 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 company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c) 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.

II. 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 No. F.No.6/18/2019-PPD, Ministry of Finance, Department of Expenditure, Public Procurement Division dated 23rd. July, 2020 and 24th. July, 2020.

III. 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.

IV. 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.

29. 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.

30. 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. To enter into Integrity Pact with bank, as per the format - file IP_27032015.pdf attached.

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

Annexure-I
Commercial Bid format

(Amount in Rupees)

Sr. No.	Particulars		
1.	Item Code : SPBK – 97		
2.	Description : CBS Pass Books		
3.	Quantity : Rate contract		
4.	Paper proposed to be used : (Name of the Mill)		
	Particulars	Rate per passbook (Rs.)	Amount (Rs.) for 60 lakh Passbooks
A	Cost of printing of 60 lakh Passbooks (without Bar code) , including all charges except GST, TCS and other taxes and levies as applicable (estimated required quantity for 12 months – order will be placed in 4/6 lots).		
	Cost of Passbook..... A		
B	Additional Cost of printing Bar code on Passbooks ... B		
C	Logistic Charges for 60 lakh Passbook i.e : Packing & Forwarding, Post charges/ IBA approved transporter etc and other charges excluding GST.		
	Logistic cost..... C		
D	Total cost Passbook: (A+B+C)		
	Optional Rate		
	Stickers - Barcode printed labels (specification as per Annexure IV	Rate per 10000 in Rs.	

**To be filled in
Commercial Bid only**

L1,L2,L3..... will be identified based on Total cost (D)

Other conditions acknowledged and accepted by the bidder in addition to the conditions described in the RFP document:

- Based on quotes received L1, L2..... will be identified on Total Cost of Ownership. The rates shall finalize with L1 bidder. The Bank will be within its right to distribute/split the work order between L1 and L2 vendors, provided L2 vendor mates

the rates and terms & conditions finalized with L1, if required/considered necessary in the interest of the Bank . In case, L2 is not agreeable to match L1 rates the offer will be given to L3. The distribution of work in 2 selected vendors shall be in ratio of 60:40, L1 will be allotted 60% job. The ratio decided will be adhered to but is subject to change in case of need of the Bank.

- **The average monthly requirement of Bank for Passbook is around 5.00 lacs and approximate requirement for twelve months is 60 lakh in number. This is only an indicative figure and may change as per the business requirement. The orders will be placed on actual requirement at the rate finalized. Bank may procure Passbooks with Bar code or without Barcode as per requirement. At present there are no estimates for what quantity of Barcode & non Barcode Passbooks that bank will procure.**
- A Letter of intent accepting the rate contract would be issued to successful vendor(s) within 90 days of opening of commercial bid.
- The actual quantity of requirement will be based on the indents received from Regional Offices all over India. The supply to Regional offices will be in multiples of 10000 Passbooks.

Signature of the bidder with Seal

Annexure -II

Bidder's Information and Eligibility Criteria

S.No	Particulars	Details	
1	Name of bidder		
2	Constitution		
3	Address		
4	Contact Person		
5	Contact Details		
Eligibility Criteria			
	Particulars	Complied Yes/No	Supporting document
1	The vendor should be in the existing/active panel of Indian Banks’ Association.		Letter issued by IBA
2	The vendor submitting the offers should be a Registered Company/Firm:		Years of Incorporation. Registration certificate
2.a	doing business for at least preceding three years in the same field		Number of years of experience in printing of Bank’s Passbook and proof of being in same field for preceding three years
2.b	Having an Average Annual turnover of Rs. 3 Crore in last three years. This must be the individual Company’s turnover and not that of any group of Companies.		Business Turnover (In crores)
			2018-19:
			2019-20:
			2020-21: (submitted audited B/S for 3 years and CA certificated)

2.c	Should have made operating profits in at least two financial years out of last three financial years and should have positive net worth during the year ended 2020-21.		Operating Profit (In crore)
			2018-19:
			2019-20:
			2020-21:
			Net worth of Company as on 31.03.2021: Rs: _____ crore (submitted audited B/S for 3 years and CA certificated)
2.d	The vendor should have printed and supplied Passbook to more than two Banks/organizations of which one should be PSB, in last two financial years.		Copy of work order / agreement along with certificate from Banks for satisfactory performance is to be submitted for point d & e.. Nos. of passbook printed details as per table **
2.e	The vendor should have printed and supplied Passbook to the tune of at least 100 lacs passbook in last two financial years.		
3	Printer should have arrangement for entire process of printing, stitching, packing & forwarding etc of pass book in house, under one roof. Should have capability to print digital Bar Code on passbook, as per bank requirement.		Self-declaration - List of printing Machines owned – giving details of Manufacturer/ make, Functions, Size & Capacity -- supported by document evidence.
4	The Printing Unit should have stringent quality control measures for printing, binding, validating, packing etc to ensure supply of high quality Passbooks.		Self-declaration
5	The vendor 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 technical bid.		
6	Vendor must not be a NPA holder in any Bank/Financial Institution.		
7	Bidder has to enter into an integrity pack agreement with		

	bank, Format attached as Annexure- Pre Contract Integrity Pact.		
8	Whether all RFP terms & conditions complied with.		

Signature:

Seal of company:

Date

Sr.No	Name of Bank	Nos. of Passbooks printed (Nos. in lacs)		Supporting Document/ Satisfactory performance certificate from PSBs/organization
		FY 2020-21	FY 2021-22	
	Total			

Annexure-III

Letter to be submitted by Bidder along with Bid Documents

To
The Asst. General Manager-BSD-P&S
Central Bank of India,
16th floor, Chandermukhi Building,
Nariman Point
Mumbai – 400 021

Sir,

Reg: Our bid for Rate contract of supply/Printing of Pass Books as required by the bank.

We submit our Bid Document herewith. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.

We understand that if our Bid is accepted, we are to be jointly and severally responsible for the due performance of the Job.

Dated at _____ / _____ day of _____ 2022

Yours faithfully

For _____

Signature _____

Name _____

Address _____

(Authorized Signatory)

Annexure IV

1. **Additional information provided for optional item : Specification for Stickers -
Barcode printed labels provided**

Specification for Stickers - Barcode printed labels provided

Dimensions: Width - 3 inches and height – 0.5 inch.

Bar code encoding type: Type 128.

Printing paper specs

Face

Universal label paper for quality multicolour labels,
Suitable for barcode printing, has a good applicability of the various types of imported and domestic carbon ribbon.

Typical technical values

Substance 80 g/m² ISO 536

Caliper 64 microns ISO 534

Adhesive RHC4

General purpose strong permanent hotmelt

Tack min 15 N FTM 9

Shear min 5.0 h FTM 8

Labeling temperature min 10 °C

Service temperature min -30 °C

Service temperature max 50 °C

Should have good Low temperature performance after labeling.

Backing WHITE GLASSINE C5(BP)

White glassine, transparent backing paper.

Backing paper for reelstock applications.

Typical technical values

Substance 54 g/m² ISO 536

Caliper 55 microns ISO 534

Printability

High definition printing of barcodes that are readable by barcode scanners at least for 1 year after affixing on passbook cover.

Shelf life: At least 1 year from the date of dispatch 1 year in 23°C and RH50%.

Warranty: At least 6 months from the date of dispatch.

BANK GUARANTEE

TO

Whereas _____ having its registered office at _____ (hereinafter called “the Bidder”) has to submit its bid dated _____ for printing and supply of passbooks as specified in Schedule of requirement against Tender Reference NO. _____ (hereinafter called “the Tender”)

KNOW ALL MEN by these presents that we _____ having our Corporate Office at _____ (hereinafter called “the Bank”) are bound to Central Bank of India, (hereinafter called “The Purchaser”) in the sum of Rs. _____ (Rupees _____ only) for which payment well and truly to be made to the Purchaser, the Bank binds itself, its successors and assigns by these presents.

The conditions of this obligation are:

1. If the Bidder withdraws their Bid during the period of Bid validity specified in the Tender: OR
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity -
 - a. Fails or refuse to execute the Contract or the Agreement/Forms as required OR
 - b. Fails or refuse to furnish the Performance Security, in accordance with the instruction to Bidder.

We, _____ under take to pay to the Purchaser up to an amount of Rs. _____ (Rupees _____ only) upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of anyone or both of two conditions specifying occurred condition or conditions.

Notwithstanding anything contained hereinabove;

1. Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only)
2. This Bank Guarantee shall be valid up to _____
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or

demand on or before _____. After which the bank shall be discharged from its liabilities.

Date this _____ day of _____ 2021 at _____

For and on behalf of _____ Bank.

sd/- _____

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 Company 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.

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an 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.

- (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.
- (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)tractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

END OF THE DOCUMENT