



***Central Bank of India
Printing & Stationery - BSD, ChanderMukhi Building
Nariman Point, Mumbai- 400021***

Request for Proposal (Bid) Document

For

**Rate Contract for printing and supply of various
Security Stationary Items**

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), 12 Zonal Offices (ZO) and approx. 4528 branches spread across India, intends to obtain rate contract for printing / supply and dispatch of various security items i.e. MICR Personalized Cheque Books, Non Personalized Cheque Book, Demand Draft leaves, TDR to be used at Branches.

Central Bank of India invites sealed tender offers (technical offer and commercial offer) from eligible 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.5,000/-(Rupees Five 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:2022-23:107
Cost of RFP – non-refundable (Tender fee)	Rs.5,000/- (Rs. Five 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	11.07.2022
Bid Security (EMD)	Rs. 8,00,000/-(Rupees eight lakh only) 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	cmgadadmin @centralbank.co.in and ptgsty@centralbank.co.in latest by 18.07.2022
Pre-Bid meeting – at Central Office Nariman Point Mumbai 400 021	20.07.22 at Central Bank Of India GAD Deptt 16 th floor, "Chander Mukhi" Nariman Point Mumbai 400021
Last Date and Time for receipts of tender offers	01.08.2022 upto 3.00 PM
Time & Date of Opening of technical bids	01.08.2022 at 03.30 PM
No. Of Envelopes	Two (2) Envelopes. <u>Envelope 1 containing:</u> Technical Bid + Tender fee + EMD <u>Envelope 2 containing:</u> Commercial Bid only

Address for Communication Place of Submission / Opening tender offers : (to dropped in drop box or to hand over to Bank official with proper address at the address)	Asst. General Manager, BSD-P&S Central Bank of India, Printing & Stationery Deptt. 16 th Floor, Chander Mukhi Building Mumbai – 400021 E-Mail: cmgadadmin@centralbank.co.in & ptgsty@centralbank.co.in Phone : 022-66387863/ 022-66387700
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 (subject to exemption allowed for Micro and Small Enterprises).

Earnest Money Deposit mentioned above must accompany all tender offers (technical bid) as specified in this tender document(subject to exemption allowed for Micro and Small Enterprises).

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 Performa for submitting the tender offer are described in the tender document and its Annexures.

Assistant General Manager -BSD

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 RBI/IBA approved security printers and presently empanelled with IBA, meeting the eligibility criteria, as specified in this tender document for quoting rate contract for supply/print of the following security items for Central Bank of India.

Product	Item	Paper to be provided by
Cheque Book		
Personalised		
CC/OD/CD	50 leaves	Bank
CC/OD/CD	100 leaves	Bank
CC/OD/CD	200 leaves	Bank
HSS /NRE/NRO	10 leaves	Bank
HSS /NRE/NRO	20 leaves	Bank
Non Personalised		
CC/OD/CD	50 leaves	Bank
CC/OD/CD	100 leaves	Bank
HSS	10 leaves	Bank
HSS	20 leaves	Bank
Special Cheques		
viz. 9" x 11" , 15" x 11" , 9" x 8" , 9" x 12 " , 15" x 12" etc. on continuous stationary with 1 to 3 cheques per sheet (form) as per the requirement of Branch.	Continuous	Printer
Two sheets interleaved with carbon) These cheques are generally of different sizes viz. 9" x 11" , 9" x 12" , 9" x 8" , etc. on continuous stationary with 1 to 3 cheques per sheet (form) as per requirement of the Branch. The first page is printed on MICR paper and a copy printed on Maplitho 60 GSM paper with Carbon paper interleaved.	Continuous	Printer
Demand Draft	Continuous	Bank
TDR	Continuous	Printer

The specifications of above printing and supply of various security items has to be as per the specimen of Cheque, Demand Draft & TDR – samples available with P&S Dept. Description is as below:

Cheque Books Printing

1. Savings Account Cheque book in Yellow background in CTS format with fugitive ink, micro lettering and Invisible printing of Banks logo in MICR 95 gsm Paper in 10 leaves (lvs) and 20 lvs Cheque books.
2. Current Account Cheque book in Pink background in CTS format with fugitive ink, micro lettering and Invisible printing of Banks logo in MICR 95 gsm Paper in 50 lvs and 100 lvs cheque books.
3. Cash Credit Account Cheque book in light blue background in CTS format with fugitive

ink, micro lettering and Invisible printing of Banks logo in MICR 95 gsm Paper in 50 lvs and 100 lvs cheque books.

4. Requisition slip in MICR paper 95 gsm with customer address printed in three different color shade for Savings - Yellow, Current - Pink and Cash Credit – Blue.
5. Record slip in white cream paper of 70 gsm and punch for Cheque nos to see through.
6. Cheque book cover in 190 gsm Sinnar mass art card in four colors printing on the front side and back cover and inside the guidelines in black color.
7. The Cheque book cover has a window punched for the customer address to be seen.
8. Two pages in white paper for printing of messages to customers.

Demand Drafts

1. This is in continuous stationary three drafts in 9” x 11” of stationary. The back ground of this is in light pink, yellow and green shade in fugitive ink with the text in micro lettering and invisible printing of the banks logo in MICR 95 gsm paper.

Term Deposit Receipts

1. This is in continuous stationary with two TDR in a page size 9“ x 12” in lucky parchment paper 100 gsm. The background is printed pink and sky blue colors in oil ink with text in black color with border. Actual size of a single TDR is 9” x 6”.

1. Eligibility Criteria

The Bidder must have following eligibility criteria:

1. The vendor should be in the active panel of Indian Banks’ Association. **Please provide list of IBA approved press.**
2. The vendor submitting the offers should be a Registered Company/Firm:
 - a. Doing business for at least three years in the same field.
 - b. Having an Average Annual turnover of Rs. 5.00 Crore in last three years out of which Rs.3.00 Crore should be in MICR Cheque. This must be the individual Company’s turnover and not that of any group of Companies.
 - c. Should have positive net worth for last three years.
 - d. The vendor should at present be printing personalized cheque books as per NPCI standard of at least Two PSBs or one PSBs and one scheduled commercial Bank/Regional Rural Bank Branches, on continuous agreement basis and at least Scheduled.
 - e. Should individually have printed to the tune of at least 5.00 Crore leaves of security items (Cheques /DDs /Deposit Receipts etc.,) during the two financial year, each year.
3. Vender should have an office /representative in Mumbai to coordinate and deal with disputes
4. All printing and allied machinery set up at Printer’s location under one roof, having independent capacity including base printing of cheque books to print the PCBs. vendor should have MICR laser printers in sufficient numbers having capacity not less than 100 PPM for VDP.
5. The Printing Unit should have stringent quality control measures for printing, binding, packing etc. to ensure supply of high quality security items.
6. 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.**
7. As per the guidelines of CVC 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.

8. The bidders should comply with **Annexure E** forming a part of this RFP and this annexure should be duly signed and stamped and submitted on their letter head by the bidders.
9. Certificate to be submitted with reference to the clause regarding restrictions on **procurement from bidders of countries sharing land border with India as per Ministry of Finance Order (Public Procurement No. 1) dated 23rd July, 2020. (Refer Annexure VI). This certificate to be submitted duly signed and stamped on the letter head of the bidders.**
10. As per the guideline of CVC bidder shall to enter into pre integrity Pact with Bank before submission of bid as per **Integrity Pact given below.**
11. 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 Rs 8.00 Lacs (Rupees Eight Lakh) 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 24 months from the closing date of tender. **No Tender fees/EMD will be applicable for MSME, as the provision on submission of necessary document. Micro and Small Enterprises registered with any one or more bodies specified by Mintry 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 PO 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 PAN India rates for printing of various types of personalized cheque books, Non Personalized Cheque Book, Demand Draft leaves, TDR. Requests/indents for personalized cheque books for various branches will be placed on daily basis through Centralized Back Office in encrypted format.

The Cheque Leaves shall be printed as per NPCI guideline for CTS 2010/CTS2014 Standards /bank guidelines as under:

Ground - Fugitive with secondary fluorescent ink.

Bank's name & Logo - As per requirement

Text - Single colour – Black and also micro lettering

UV Printing -	Bank's logo and UV band at strategic places (i.e against payee's name, Amount in words & figures) with good quality UV ink.
Numbering -	MICR
Personalized information -	Black ink
Void Pantograph -	As per CTS requirement
Art work -	As per bank's requirement

The file in secured format containing orders/indents for the security items will be sent to the printers daily via Secured file transfer protocol / E-mail in encrypted mode at a particular predetermined time as may be decided and advised by the Bank from time to time. The printer has to print and dispatch the cheque books within the prescribed time from the receipt of the file and details of security items supplied/ printed and handed over to courier/post agency to be sent daily in softcopy to Bank.

Besides the customer's address, the Bank will also provide the Branch address for delivery of the same to the Branch.

The selected printer should have arrangement with Speed Post / reputed courier for delivery of printed Security items to customers / branches located in all corners of the country. They have to obtain successful delivery reports from the Speed Post/ courier and in turn upload the particulars in the workflow to facilitate the Bank to update the records and to monitor the undelivered consignments.

On dispatch and delivery of security items by the vendor, a SMS has to be sent to Customer/ Branch as the case may be.

For printing of cheques on MICR paper supplied by the bank i.e. MICR paper required for printing of cheque, requisition slips, Demand draft leaves and continuous cheque leaves will be provided by the Bank. All other paper required for completion of book will be provided by the vendor. The security paper for TDR as per Bank's specification has to be provided by the vendor.

The quote should be an all-inclusive one upto the point of delivery within stipulated time in this tender document to the speed post / courier agency i.e. cost of paper for Cover page, Acknowledgement Slip and Record slips, Tamperproof paper 100 GSM laminated window envelope on art paper / PVC manufactured by reputed A- Grade paper mills for the cheque book/s, security paper for TDR to be provided by vendor, packing charges and includes the process of providing soft data to the couriers/India Post as informed by the Bank time to time and to Bank, in the format as required by the courier/post agency/Bank. GST will be paid by Bank at the applicable rate as notified by the Government from time to time during the tenure of the agreement. Postal/courier charges will be paid by Bank, as per the arrangement.

The printer has to print and deliver the Printed Security items to courier/post for delivery within the prescribed time limit.

It is mandatory for a printer to get 'CTS-2010 Standards' new 500 cheque leaves test certification from NPCI before printing PCBs for bank. The cost has to borne by selected vendor/s

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.

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.

Please note that Final proof (5 cheque books with minimum 5 leaves each) should be submitted to us for approval before commencing execution of our orders. Printer is also required to submit specimen cheque leaves as per NPCI instructions for testing the compatibility of the same with CTS environment before execution of the work.

The paper supplied by the bank to be kept in safe custody and insurance cover covering all risk say fire, theft, flood, natural calamity, riots etc. should be arranged by the printer for raw material and finished goods of the Bank. The Insurance Policy should be in the name of Central Bank of India - A/c Vendor. The insurance cost has to be borne by the vendor. The original policy should be submitted to the bank. The Vendor is required to provide Bank Guarantee to the extent of average paper quantity in their possession.

The monthly paper consumption statement should be submitted along with the bill for printing of cheque books. Bills not accompanied by paper consumption /stock on hand statement will not be processed.

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 superscribed:

“Technical Offer for Rate contract for printing and supply of various security Items”

“Commercial offer for Rate Contract for printing and supply of various security Items”.

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 - II**.

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

The price should be inclusive of all charges except GST, which will be paid over the price finalized as per actual GST rate applicable from time to time.

Instructions for filling commercial bid:

1	Please confirm if unit price to be filled in “Rate” column & Total in “Amount column” (total = unit rate x quantity)	Rate Column : Rate has to be quoted for per unit – unit for rate, as specified in Commercial Bid format. Amount Column: Quantity for TCO * rate
2	What is the Colum quantity for TCO and amount stands.	TCO : is Total Cost of Ownership “Quantity for TCO” are not the actual Quantity (quantity derived are projected 12 months printing of security items based on last year security items printed) and is used only for calculation of TCO to derive L1, L2, L3..... Amount Column: Quantity for TCO * rate
3	How should the “Amount” column for special cheque be filled?	As per point 8 * 9 above. Unit for rate for special Cheque is “ Per 1000 sq. inch ”. Accordingly the rate is to be quoted for 1000 sq. inch. Amount = Quantity for TCO * Rate
4	Total cost of Ownership (TCO)	Sum of items in amount Column

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 vendors

This Tender Notice is for selecting vendor/s for printing of various security items for supply to Banks branches located PAN India.

Based on quotes received L1, L2 , , ... will be identified on Total Cost of Ownership. The rate

shall be finalized with L1 bidder. The Bank will be within its right to distribute /split the work order between L1, L2, L3 vendors, provided L2 and L3 vendor accepts the rate and terms & conditions finalized with L1, if required and considered necessary in the interest of the Bank. In case L2 and L3 are not agreeable to match L1 rate, the offer will be given to next bidder.

The job of printing of security items will be distributed among the selected vendors in the ratio of 40:30:30 depending upon the geographical location of RBI/IBA approved printing press of the vendor in order to minimize postal/courier charges for delivery of cheque books to branches/customers directly from the printer's godown, to reduce excessive dependency on one printer and for timely printing and supply of security items to Branches/customers. The ratio of distribution of job will be normally adhered to. However the Bank reserves the right to allot the job to the printers as per their requirement and convenience.

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, bidders past performance with our bank/other banks will also be taken into consideration.

Initially Rate contract will be valid for a period of 24 months. It can be extended further for one year upto a maximum of three years on mutually acceptable terms based on satisfactory performance of the printer.

9. General Terms

This tender is for entering into Rate contract agreement with vendors for supply/print security items as listed in this RFP. This rate contract shall be valid for 24 months from date of execution of Service Level Agreement (SLA). **The quantities to be printed as given in quantity of TCO are only indicative one to arrive at the rates to be finalized as L1. The Rate contract finalized for supply/print security items will be for actual requirements during the validity of this contract.**

Since the activity of printing of security items are time bound, each unit should be independent and should be capable of carrying out all the printing activities, including printing of base stationery under one roof to ensure prompt deliveries.

10. Penalties:

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

- Not adhering to the delivery schedule.
- Mistakes in printing, binding, seriating or packing of security forms.
- 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 security forms etc.
- Frequent rejection of MICR instruments in clearing.
- To send Information of Dispatched details to Printing & Stationery Department, Central office, every day.

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.

In case of rejection of any consignment of security forms on account of any reason, no payment of printing charges shall be made and penalty charged by RBI/Local Clearing House, will be recovered from the printer.

Product	Print & Dispatch by	Penalty
Personalized Cheque Book	T-24 hours	The printer has to print and deliver the PCBs to courier/post for delivery within 24 hours from receiving the file from bank. If there is a delay in printing the PCBs beyond two days in a month , a penalty of 10% for the day of delayed printing will be imposed on the printer.
Non Personalized Cheque Book	T-10 days	Penalty of 5% for one week delay, and there after 10% for every week.
Special Cheques		
Demand Draft		
TDR		

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

11. Wastage

MICR paper is supplied by the bank, maximum 5% wastage will be allowed for cheque Book, 8% for DD continuous stationery and 10% for special cheques continuous stationery. The printer shall destroy all the wastage of cheque paper within 24 hours and record of destruction shall be maintained order-wise and to be offered for inspection by Bank's authorized officials on demand. Paper consumption details including wastage as per the vendor to be provided in Annexure III.

12. Payments

Bills for payment must be presented on monthly basis to P&S dept – BSD Central Office Mumbai along with Paper stock statement. After verifying the delivery of the security items and checking of Bills, Payment will be released within 30 days, if in order.

13. Order Cancellation:

The Bank reserves its right to cancel the order in the event the services of vendor is 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 responsive 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 be binding on the**. Bidders must provide name of the contact person, mailing address, email 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 Security items 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, such bidder will be black listed and will not be allowed to participate in any tender process of our bank for a period of three years.

23. 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.

24. 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.

25. 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 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.

26. 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 its 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.

28. Signing Of Contract:

The successful bidder(s) to be called as bidder, shall be required to enter into an Service Level Agreement (SLA) with the Bank, within 15 days of the award of contract (when provided) or within such extended period as may be specified by the bank. Work orders will be issued only after execution of SLA.

29. 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.

30. 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**

‘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-paras 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. **OTHER TERMS & CONDITIONS:**

1. Tender fee Rs.5000/- by Demand Draft / Banker's Cheque payable at Mumbai to be deposited. (Exempted 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)
2. EMD amount for Rs.800000/- by Demand Draft / Banker's Cheque/ Bank Guarantee (as per specified format) payable at Mumbai to be submitted along with Technical Bid(Exempted 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)
3. Tender Document to be submitted duly signed by authorized person with date and seal of the company as a proof of acceptance of terms and conditions of the RFP along with documents supporting fulfilling the conditions of Eligibility Criteria.
4. Financial / Commercial bid as per Annexure II must be submitted in a sealed envelope.

5. Rate quoted should be excluding of GST. GST would be paid extra as applicable.
6. All costs should be given in Figures and Words.
7. Initially Rate contract will be valid for a period of 24 months. It can be extended further for one year upto a maximum of three years on mutually acceptable terms based on satisfactory performance of the printer.
8. Please note that the “Quantity for TCO” mentioned in Annexure-II are not the actual Quantity and will be used only for calculation of TCO. The actual quantity will be as per the requirement of Bank.
9. Based on quotes received L1, L2 , , ... will be identified on Total Cost of Ownership. The rate shall be finalized with L1 bidder. The Bank will be within its right to distribute /split the work order between L1, L2, L3 vendors, provided L2 and L3 vendor accepts the rate and terms & conditions finalized with L1, if required and considered necessary in the interest of the Bank. In case L2 and L3 are not agreeable to match L1 rate, the offer will be given to next bidder.
10. The job of printing of security items will be distributed among the selected vendors in the ratio of 40:30:30 depending upon the geographical location of RBI/IBA approved printing press of the vendor in order to minimize postal/courier charges for delivery of cheque books to branches/ customers directly from the printer’s godown, to reduce excessive dependency on one printer and for timely printing and supply of security items to Branches/customers. The ratio of distribution of job will be normally adhered to. However the Bank reserves the right to allot the job to the printers as per their requirement and convenience.
11. In case of defective printing/substandard quality /paper and size etc. Bank shall have the right to reject the material, cancel the order and take appropriate action as deemed fit.
12. 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.
13. Central Bank of India reserves the right to make any changes in the terms and conditions of purchase before last date of submission of tender. Central Bank of India will not be obliged to meet and have discussions with any participants and/or to listen to any representations.
14. Only vendors 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 and may accept/reject any or all of the offers without assigning any reason whatsoever.
15. Financial Tender should be submitted in given Performa. Tender should be submitted in the sealed cover to the Chief Manager (Printing & Stationery Department, Central Office, 16th Floor, Chander Mukhi, Mumbai – 400 021.

16. Last date of submission of tender is 01.08.2022 up to 3.00 pm. The tender will be opened on 01.08.2022 at 3.30 p.m. or any subsequent period as per the convenience of the bank under information to the bidders. Applicants or their authorized representative whosoever wishes to be present may join. Tenders will be opened at Printing and Stationery Deptt., Central Office, 16th Floor, Chander Mukhi, Mumbai – 400 021.

32. Any Corrigendum issued will be uploaded in Bank's Website. All Bidders should give the Name, Phone and /or Mobile No., e-mail address of the contact person on the face of the envelope containing the bid documents. Bidders should regularly check Bank's website for any change if uploaded regarding the RFP.

Asst. General Manager-BSD

Annexure-1

PRINTING OF MICR INSTRUMENTS

1. Printing

All printing is to be done on sheet-feed/Web offset printing machines in accordance with the requirements of Bank. The variable data i.e. Branch name, short address, IFS code, Alpha code, A/C number and Name of the A/c holder is to be printed on laser printer.

Standard design of **background** is to be printed with fugitive ink in four color and other matters in other colors on all original security forms. The **background** shall be printed on all Cheque leaves.

The Fugitive ink used for printing ground should not be mixed with any other type of ink and should be easily removable by applying water over it without vigorous rubbing.

iv. All printing is to be done in the specified format and with **specified** colour scheme of each instrument. Printer shall supply the specimen of the instruments. Printing of other items like acknowledgement slip, requisition slips, record slips and cover etc. shall also be as per standard design and colours specified /provided by the Bank.

Font type and size shall be as per the specimen or as advised by the Bank.

Bank's logo and name shall be in specified proportions and in standard style of the Bank.

All safeguards and instruction of RBI/IBA **and CBI** must be adhered to in the printing of cheque leaves.

Printing of security forms ***shall be*** bilingual, i.e. Hindi & English ***as directed by bank***. However only English numeral shall be used in printing.

The name of the city/station/district is to be printed in Hindi and English as per the specimen.

Printer's name and year of the printing to appear on the leftmost side of each cheque leaf/requisition slip, e.g. : M/S.XYZ-CTS-2010 **followed by date of printing (DDMMYYYY) and "checksum"**.

Printing shall be done using the best printing techniques and aesthetics.

The size of all instruments must be 8" x 3.2/3"(excluding stub portion).

Personalization must be done using Laser Production Printers with speed of above 100 pages per minute (PPM). Printing of cheques using Office / Desktop printers or with printers of other specifications with speed below 100 pages per minute will not be allowed.

The MICR ink used must not be refurbished / refilled.

2. Gathering & Collating

Gathering and Collating of security form instruments of original, copies, requisition slips and record slips etc. shall be as per specifications of each type of security form books as specified by the bank. For all types of cheque books, the requisition slip shall be placed at the beginning of the cheque books in all cases followed by Record slips dye cut/punched so that the cheque number is visible when the cheque book wrapper is turned.

The number of record slip leaves to be provided is as under. leaves	Nos.
Cheque book with 10 cheque leaves	1
Cheque book with 20 cheque leaves	2
Cheque book with 50 cheque leaves	3
Cheque book with 100 cheque leaves	4
Cheque book with 200 cheque leaves	5

3. Numbering

The Bank, along with each order shall provide the prefix and numbering to be printed on the security forms. No deviation is to be made in this regard.

The numbering in MICR instruments shall be as per RBI/IBA specifications.

All MICR instruments shall be printed with pre-printed fields as per RBI/IBA guidelines with good quality MICR ink. Printing with MICR ink shall be done in temperature and humidity controlled atmosphere and registration of ink should be with/ within the RBI/IBA specifications.

All MICR instruments shall be **test checked** by the printer and a record for the same shall be maintained and shall be offered for inspection by Bank's authorized officials on demand.

4. Perforation & Stub:

Proper Perforation of all originals and copies, wherever required shall be in such a way that tearing force required is minimum and no portion of stub or form should tear-off when detached from the book.

The perforated portion of the security form when detached from the book should have minimum deformity and should be in a straight line.

The final size of the instrument as specified in the annexure should be after it is detached from the book along the perforation.

The stub width should be at least 1 cm or as desired by bank.

5. Binding:

The binding of all books of security forms shall be done in wrap around cover..

The stitching wire used should be rust proof type of minimum 24 gauge for books of upto 25 leaves, 22 gauge for books of over 25 to 50 leaves and of 100 lvs .

Paper used for the cover should be 190 GSM Art card paper for all types of book.

The binding and cutting of the book should be done aesthetically and there should be no visible defect in size, shape, stacking.

6. Checking:

All security forms should be checked at each stage of printing, numbering binding and packing by the trained staff of the printers.

All leaves with printing flaws and mistakes must be removed and replaced with corrected leaves with good workmanship and such records should be kept and produced at the time of inspection of the Unit.

No security forms should be supplied without thorough checking by the printers for any printing mistakes, defects, etc. The printed formats are to be checked twice before packing and authenticated on packing slip.

Printer shall maintain a complete record of checking at each stage for mistakes, defects and corrections replacements done during printing, binding and packing of security forms. The record must be preserved for at least 10 years.

Record of mistakes, defects, reprints etc. should be offered for inspection by Bank's authorized officials on demand.

7. Packing

Each cheque book is to be packed in **tamper proof PVC** window envelope printed Bank Name and logo. All Saving bank cheque books to be handed over to courier/Postal Agency approved by the Bank for direct delivery to customers/ branches.

Personalized Cheque book/s to be sent to the customer/branch as per the option exercised by the customer. All the Security items will be sent in one lot to Branch / Regional Office/Zonal Office as per the directives of the Bank.

All Non personalized cheque books, personalized cheque books addressed to Branch, Demand Draft & TDR shall be sent to respective Branch / Regional Office/Zonal Office as per the directives of the Bank. Packet is to be made with books in serial order and should be packed heat shrink film packing with a list inside showing details of security items packed.

8 . Test checking of MICR instruments

Whenever new branch is opened at MICR centre, the printer may be required to supply 200/500 cheque leaves (as required by the agency) of each type i.e. SB/CD/CC and Pay slips for Testing at MICR cheque processing centre of RBI/ NPCI / Local Clearing House.

b. Bank shall be free to get the samples of MICR instruments test checked with NPCI/NCC, RBI or any of the MICR cheque processing centers and in case of high rejection rate, the whole consignment shall be rejected. The decision of The Bank in this regard, shall be final and binding on the printers.

Annexure-II Commercial Bid format

(Amount in Rupees)

Sr. No.	Product	Item	Quantity for TCO (A)	Unit for rate	Rate (B)	Amount C= A*B
1	Cheque Book					
1.1	Personalized					
a	CC/OD/CD	50 leaves	223000	Per Book	To be filled in Commercial Bid only	
b	CC/OD/CD	100 leaves	255000	Per Book		
c	CC/OD/CD	200 leaves	2000	Per Book		
c	HSS /NRE/NRO	10 leaves	600000	Per Book		
d	HSS/NRE/NRO	20 leaves	1500000	Per Book		
1.2	Non Personalized					
a	CC/OD/CD	50 leaves	25000	Per Book	To be filled in Commercial Bid only	
b	CC/OD/CD	100 leaves	3000	Per Book		
c	HSS/NRE/NRO	10 leaves	30000	Per Book		
d	HSS/NRE/NRO	20 leaves	25000	Per Book		
2	Special Cheques					
2.1	viz. 9” x 11” , 15' x 11” , 9” x 8” , 9” x 12 “ , 15” x 12” etc. on continuous stationary with 1 to 3 cheques per sheet (form) as per the requirement of Branch					
a	For first 1000 leaves of order	SP1	5000	Per 1000 sq. inch	To be filled in Commercial Bid only	
b	Additional requirement	SP1	10000	Per 1000 sq. inch		
2.2	Two sheets interleaved with carbon) These cheques are generally of different sizes viz. 9” x 11” , 9” x 12” , 9” x 8” , etc. on continuous stationary with 1 to 3 cheques per sheet (form) as per requirement of the Branch. The first page is printed on MICR paper and a copy printed on Maplitho 60 GSM paper with Carbon paper interleaved.					
a	For first 1000 leaves of order	SP1	2000	Per 1000 sq. inch	To be filled in Commercial Bid only	
b	Additional requirement	SP1	4000	Per 1000 sq. inch		
3	Demand Draft	DD1	1000	Per 1000 leaves	To be filled in Commercial Bid only	

4	TDR	TDR1	3000	Per 1000 leaves		
	Total cost of Ownership (TCO) (sum of items in Column C)					

Optional Rate :

Cost of per Kilogram MICR Security paper provided by Vendor for printing of Cheques:
Rs. _____ per Kg. (this will not be part of TCO)

Signature of the bidder with Seal

***Please note that the “No. of Units” mentioned above are not the actual Quantity (quantity derived are projected 12 months printing of security items based on last year security items printed) and is used only for calculation of TCO. A Letter of rate contract would be issued to successful vendor(s). Details indent for supply & printing will be on actual requirement and will be provided on day to day basis.**

Annexure –III

Sr.No	Name of Bank	Nos. of leaves printed (Nos. in lacs)		Supporting Document
		2020-21	2021-22	
	Total			

Paper consumption details including wastage as per the vendor

Product	Unit	Actual weight (in Kg)	% wastage	wastage in Kg.	Net usage (in Kg)
		A		B	A+B
Cheque Book	Per 1000 leaves				
Special Cheques	Per 1000 sq.inch				
Demand Draft	Per 1000 leaves				

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	Compl ied Yes/No	Supporting document
1	The vendor should be in the active panel of Indian Banks’ Association.		Letter issued by IBA (provide the list of centers)
2	The vendor submitting the offers should be a Registered Company/Firm:		Years of Incorporation. Registration certificate
2.a	doing business for at least three years in the same field		Number of years of experience in printing of security items and proof of being in same field for last three years
2.b	Having an Average Annual turnover of Rs. 5 Crore in last three years out of which Rs. 3 Crore should be in MICR Cheque This must be the individual Company’s turnover and not that of any group of Companies.		Business Turnover & Turnover for Printing of MICR Cheques (In crore)
			2019-20;
			2020-21;
			2021-22;
			(submitted audited B/S for 3 years and CA certificated for 2019-20 and 2020-21)
2.c	Should have positive net worth for last three years		Operating Profit (In crore)
			2019-20;
			2020-21;
			2021-22;
			(submitted audited B/S for 3 years and CA certificated for 2019-20 and 2020-21)

2.d	The vendor should at present be printing personalized cheque books as per NPCI standard of at least Two PSBs or one PSBs and one scheduled commercial Bank/Regional Rural Bank Branches, on continuous agreement basis and at least Scheduled commercial and RRBs branches must be having not less than 800 Branches each.		Documentary evidence: Letter from Banks certifying job / Service level agreement entered with bank Nos. of leaves printed details as per table **
2.e	Should individually have printed to the tune of at least 3.00 crore leaves of security forms (Cheques /DDs /Deposit Receipts etc.,) during each year i.e 2020-21, 2021-22, separately.		
3	All printing and allied machinery set up at Printer's location under one roof, having independent capacity including base printing of cheque books to print the PCBs. vendor should have MICR laser printers in sufficient numbers having capacity not less than 100 PPM for VDP.		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, packing etc to ensure supply of high quality security items.		In use Coad tester – 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	Whether all RFP terms & conditions complied with.		

Signature:**Seal of company:****Date:**

**

Annexure-IV

(Letter to be submitted by bidder along with bid documents in Companies letterhead)

To
The Asst. General Manager-BSD
Central Bank of India,
Chander Mukhi, 16th floor
Nariman Point
Mumbai – 400 021

Sir,

Reg: Our bid for Rate contract of Printing/supply of Security items 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 V

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 ----- 2022 at -----

For and on behalf of ----- Bank.

sd/- -----

Annexure VI - MODEL CLAUSE

Model Clauses for Tenders

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this clause means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

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

- shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this order)

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered.”

Model Certificate for Tenders

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

ANNEXURE E (As per Ministry of Finance Order (Public Procurement No. 1) dated 23rd July, 2020.)

CERTIFICATE

(On letter head of the Company/ Firm)

To,

**The In-Charge
Business Support Department (BSD)
Central Bank of India, Central Office
Chandermukhi, Nariman Point
Mumbai - 400021**

Request for Proposal (RFP) Ref:

1. This is to certify that we have read the clause regarding restrictions on procurement from bidders of countries sharing land border with India as per Ministry of Finance Order (Public Procurement No. 1) dated 23rd July, 2020. Further, it is certified that our company is neither from a country sharing land border with India nor our company is an entity as under:
 - a. An entity incorporated, established or registered in such a country
 - b. A subsidiary of an entity incorporated, established or registered in such a country
 - c. An entity substantially c o n t r o l l e d through entities incorporated, established or registered in such a country.
 - d. An entity whose beneficial owner (as per definition attached) is situated in such a country
 - e. An Indian (or other) agent of such an entity
 - f. A natural person who is a citizen of such a country
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

Place:

Signature:

Date:

Name& Designation

Company Seal

INTEGRITY PACT

(Stamped with Rs.500/- N.J. stamp)

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, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit 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)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

End of Document
