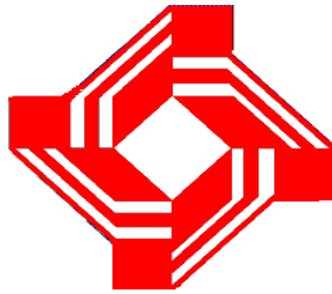


# **CENTRAL BANK OF INDIA**



**Request for Proposal (Bid) Documents**

**For**

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

**Corporate Office of Central Bank of India  
(Nariman Point, Mumbai)**

**Tender No CO:BSD:P&S:2022-23: 106****date 08.07.2022****Invitation for RFP:**

Central Bank of India a body corporate constituted under the Banking Companies (Requisition and Transfer of Undertaking) Act 1970 having its Central Office at Chandermukhi, Nariman Point, Mumbai-400021 hereinafter called “Bank” and having 90 Regional Offices (RO), 12 Zonal Offices(ZO) and 4600 branches (approx.) spread across India, intends to obtain the rate contract for printing/supply 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 Bank’s Association (IBA) approved security printers** meeting the eligibility criteria, as specified in this tender document.

A complete set of tender document 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:

RFP reference No.	<b>CO;BSD:P&amp;S:2022-23/106</b>
Date of issue of RFP	<b>08.07.2022</b>
Cost of RFP-Non refundable	<b>Rs.10,000/- ( Rupees Ten Thousand only)</b> 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.
Bid Security (EMD)	<b>Rs.6,00,000/- (Rupees Six Lakh only)</b> Micro and Small Enterprises registered with any one or more bodies specified by Ministry of Micro, small and Medium Enterprises and/ or registered under Udyog Aadhar and approved by IBA as security printer exempted for from payment of earnest money.
Queries	To be mailed to <a href="mailto:cmgadadmin@centralbank.co.in">cmgadadmin@centralbank.co.in</a> <a href="mailto:ptgsty@centralbank.co.in">ptgsty@centralbank.co.in</a> <b>Last date of submission of queries: 12.07.2022</b>
Pre-Bid meeting	<b>13.07.2022 at 3.00 PM</b> Central Bank of India, Printing & Stationery Dept. 16 <sup>th</sup> Floor, Chandermukhi Mumbai – 400 021

Last Date and Time for submission of sealed offers	<b>18.07.2022 upto 3.00 PM</b>
Opening Date & Time of Bid	<b>18.07.2022 3.30 PM</b>
Address of Communication	Chief Manager –P & S Central Bank of India, Printing & Stationery Dept. 16 <sup>th</sup> Floor, Chandermukhi Mumbai – 400 021 E-Mail: <a href="mailto:cmgdadmin@centralbank.co.in">cmgdadmin@centralbank.co.in</a> <a href="mailto:ptgsty@centralbank.co.in">ptgsty@centralbank.co.in</a>
Contact Telephone Numbers	Phone : 022-66387863 022-66387700
Bids to be submitted to	At above address in hard copy only.
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. (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)

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**

### **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 bidders 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/ Scope of work

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 .
9.	Printing on all Cover Pages will be four colour.
10.	Outer side of cover pages should be polythene coated(smooth & glossy) i.e. <b>laminated</b>
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	<p>Printing of Bar code –</p> <p><b>Barcode Dimensions:</b> 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.</p> <p><b>Barcode Positioning:</b> 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.</p> <p><b>Barcode Features:</b> 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.</p> <p><b>Barcode Lamination:</b> 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.</p>

15 Name of the Printer and Month of Dispatch to be printed in the footer of first page. The requirement of matter to be printed on first page may be modified by the bank as per requirement without any increase in cost.

16. Requirement of the passbooks may be ordered in a lot of for various Regions or individually for Regional Offices as per the system of the Bank through mail or through Centralized Back Office in encrypted format.

## **1.Eligibility Criteria**

### **The Bidder must fulfill following eligibility criteria:**

1. The Vendor should be in the existing panel of Indian Bank's Association.
2. The bidder submitting the offers should be a GST Registered Company/Firm:
  - a. Doing business for at least preceding three years in the same field
  - b. Having an Average Annual turnover of ₹.3 Crore in last three years. This must be the individual entity'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 2021-22.
  - d. The Vendor should have printed and supplied Passbook to two or more Banks/organizations of which one should be PSB, during last 3 financial years..
  - e. The Vendor should have printed and supplied Passbook to the tune of at least 50 lakh passbook in last three 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

2. Printer should have arrangement for entire process of printing, stitching, packing & forwarding etc of passbook 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.
3. The Printing Unit should have stringent quality control measures for printing, binding, validating, packing etc to ensure supply of high quality Passbooks.
4. 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.**
5. Bidder must not be a NPA holder in any Bank/Financial Institution. **Self-declaration to that effect should be submitted along with the bid.**
6. 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.

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 23<sup>rd</sup> July, 2020. (Refer Annexure VI). This certificate to be submitted duly signed and stamped on the letter head of the bidders.**

7. 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.**

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 bidder will be bound to provide the same.

## **2. Earnest Money Deposit (Bid Security)**

Bidders are required to submit a Demand Draft from any scheduled commercial Bank favoring **“CENTRAL BANK OF INDIA- EMD “for the amount mentioned above as Earnest money Deposit (EMD) payable at Mumbai** along with their offer. EMD can be submitted in the form of Bank Guarantee also from a scheduled commercial bank. Offers made without valid E.M.D as mentioned above will be rejected. **No interest will be paid by the Bank on the Earnest Money Deposit. No Tender fees/EMD will be applicable for Small & Micro Enterprises under MSME, as the provisions on submission of necessary document.** Micro and Small Enterprises registered with any one or more bodies specified by Ministry of Micro, Small and Medium Enterprises and/ or registered under Udyog Aadhar are exempted for from payment of tender fees/ earnest money.

Certificate for registration under MSME as Micro and Small Enterprises valid upto one month from tender date should be submitted. In case the MSME registration of successful bidder is ending before finalization of the contract with the bank or during the contract, the successful bidder shall submit the renewed and valid registration certificate to the bank. If it fails to submit the same, EMD amount as given in RFP have to be deposited, otherwise the agreement/contract will be terminated by the Bank.

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

## **3. Terms / Scope of Execution of Work**

Please note that this tender is for arriving at rates for 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 through e-mail/ post.

The Selected Bidder/s will share a few sample 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 encrypted file in softcopy /order made 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 from date of despatch. 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, up to the point of delivery to the respective Regional Office of the Bank excluding GST, TCS and other taxes as applicable as per Government rule 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.**

Normally Bank will place order on quarterly basis (every 3 Months). However Bank reserves the right to place orders as per requirement in case of need. The vendor shall procure the paper and ensure the passbooks are printed and despatched within 30 days from date of order.

Vendor should assign the job of logistic/courier to IBA approved transporter / Speed Post/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 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 passbook 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 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 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 TO.

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

The TO envelope must also contain the soft copy of the Annexure-II in the Pen Drive either in MS Word or MS Excel format.

#### **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 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 the items.

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

#### **8. Process for selection of bidder/s**

This Tender Notice is for selecting vendor for supply of printed Bank's Passbook 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 empanel the bidders and distribute /split the work order between L1 and L2 bidders, provided L2 bidder meet the rates and terms & conditions finalized with L1, if required/considered necessary in the interest of the Bank. In case L2 Bidder does not agree to supply at L1 rate, L3 Bidder will be given the option to supply at L1 rate. The distribution of work between L1 and L2 (or L3 if L2 is not agreeable to supply at L2 rate) shall be in ratio of 60:40, L1 will be allotted 60% job. The ratio decided will be normally adhered to but is subject to change in case of need of the Bank.

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

#### **9. Validity period :**

Initially Rate contract will be valid for a period of one year from date of execution of the Service Level Agreement (SLA). Bank shall reserve right to extend further for one year on same rates and terms & condition under mutual consent of the vendor/s and the bank.

#### **10. Delivery Period**

Normally Bank will place order on quarterly basis (every 3 Months). However Bank reserves the right to place orders as per requirement in case of need. The vendor shall procure the paper and ensure the passbooks are printed and despatched within 30 days from date of order.

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

#### **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 total the total cost of consignment.

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

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 Passbooks 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, as deemed fit, for three years.

If it is found that 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 passbook. After confirming the delivery of the Passbook and checking of bills, payment will be released within 30 days, if in order. Details 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 bidder are not as per the scope defined in this RFP document.

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

#### **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 the prospective bidders. Bidders must provide name of the contact person, mailing address, e-mail address, and 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. The rejected bid will be returned to the bidder if desired by the entity.

**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.
- Once the bidder is declared as successful bidder, the said bidder shall not be allowed to withdraw the bid.

**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 supplying of Stationery with bidders does not assure that supply order will be issued to the bidder/bidders. Separate purchase order will be issued by respective offices as and when required.

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

## **22. Defect Liability :**

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

**or**

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

**or**

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

(a) to sign the Contract;

**and/or**

(b) to adhere to the delivery schedule stipulated

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

## **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 part, 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 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 transaction, 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 electronics 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. Bank shall at least on an annual basis, review the financial 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 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 Bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God like floods, or earthquake or of public enemy, acts of Government of India in their sovereign capacity, acts of war, and acts of Central Bank of India either in strikes, lock-outs and freight embargoes.

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

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, Central Bank of India and the bidder shall hold consultations with each other in an endeavor to find a solution to the problem. However, party affected with force majeure will make efforts to perform its duties by alternative methods, if possible. It is clarified that financial constraints will not be treated as force majeure.

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

## **26. 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 order will be issued only after execution of SLA.

## **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 RFP, 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 RFP, 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. The bidders have to sign Pre- contract Integrity Pact as given along with the RFP doc.

## **29. Relationship:**

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

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.

## **OTHER TERMS & CONDITIONS:**

1. Tender fee Rs.10000/- 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.600000/- 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 I must be submitted in a sealed envelope.
5. Rate quoted should be including delivery cost at respective offices excluding of GST. GST would be paid extra as applicable.

6. All costs should be given in Figures and Words.
7. The rate will be valid for one year from the date of execution of Service Level Agreement. Bank can extend the rate contract for next one year on same rate and terms & conditions subject to mutual consent.
8. Please note that the "No. of Units" mentioned above 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. L1 will be identified on basis of TCO. Bank reserves the right to allot order to one or more vendors. L2 may be allotted the job if he agrees to match the L1 rates. he will be empaneled for the job and orders may be placed to them as per requirement of the bank in the ratio 60:40. The ratio is only indicative one, bank reserves the right to place order as per the requirement to any vendor as per their choice.
10. 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.
11. No Commitment to Accept Lowest or Any Bid ; Central Bank of India shall be under no obligation to accept the lowest or any other offer received in response to this offer and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever.
12. Central Bank of India reserves the right to make any changes in the terms and conditions of purchase 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.
13. 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.
14. 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, Chandermukhi, Mumbai – 400 021.

Last date of submission of tender is 20.07.2022 up to 3.00 pm. The tender will be opened on 20.07.2022 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, Chandermukhi, Mumbai – 400 021.

**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 envelop containing the bid documents. Bidders should regularly check Bank' website for any change if uploaded regarding the RFP.**

**Asst. General Manager-BSD**

**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 lacs Passbooks
A	Cost of printing of 60 lacs Passbooks <b>(without Bar code)</b> , including all charges except GST (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 lacs 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)		
	<b>Optional Rate</b>		
	<b>Stickers - Barcode printed labels (specification as per Annexure IV)</b>	Rate per 10000 in Rs	

**To be filled in  
Commercial Bid only**

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

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 average monthly requirement of Bank for Passbook is around 5.00 lacs. This is only an indicative figure 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. Please provide best rates based as

per your business call

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

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)
			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 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 2021-22		Operating Profit ( In crore)
			2019-20:
			2020-21:
			2021-22:
			Net worth of Company as on 31.03.2022: Rs: _____ crore
			(submitted audited B/S for 3 years and CA certificated for 2019-20 and 2020-21)
			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.d	The vendor should have printed and supplied Passbook to more than two Banks/organizations of which one should be PSB, in last 2 years i.e 01.04.20120 to 31.03.2022		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 2 years i.e 01.04.2020 to 31.03.2022		Self-declaration - List of printing Machines owned – giving details of Manufacturer/ make, Functions, Size & Capacity -- supported by document evidence.
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
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.		
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
		01.04.2019 to 31.03.2020	01.04.2020 to 31.03.2021	01.04.2021 to 31.03.2022	
	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,  
16<sup>th</sup> 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/m<sup>2</sup> 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/m<sup>2</sup> 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.

Addresses of Regional Offices, spread across all over India, will be provided to the interested bidders on query.

**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 ----- 2018 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 23<sup>rd</sup> 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 23<sup>rd</sup> 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 controlled 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)

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