

TENDERS FOR PURCHASE OF MICR SECURITY GRADE PAPER

Tender No. CO:BSD:P&S-RFP:2022-23:113 Dt. 06.09.2022

Tender No. CO:BSD:P&S-RFP:2022-23: 113

Date: **06.09.2022**

NOTICE FOR INVITING TENDERS FOR PURCHASE OF MICR GRADE SECURITY PAPER

Sealed tenders are invited for purchase of 150 metric tons of MICR Security paper with Central Bank of India Water Mark and CTS water mark (as per Annexure-II) from IBA approved Paper Mills / distributors nominated by respective paper mills.

The details are given below:

Tender Reference Number	CO:BSD:P&S-RFP:2022-23: 113
Cost of RFP – non refundable	Rs.2,000/- (Rupees Two thousand only) in favour of Central Bank of India. <ul style="list-style-type: none"> 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 Supplier of MICR Grade paper.
Date of Tender	6th. September, 2022
Bid Security (EMD)	Rs. 4.50,000/- (Rupees Four lakh fifty thousand only) Demand Draft in favour of Central Bank of India <ul style="list-style-type: none"> 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 Supplier of MICR Grade paper are exempted from payment of earnest money.
Technical Specification of paper to be supplied with Central Bank of India Water Mark and CTS water mark	As per Annexure III duly accepted and signed by the supplier on all the pages.
Last date for raising Query	15th Sep, 2022
Last date for submission reply	19th Sep, 2022
Pre-bid meeting	15th Sep, 2022, 3.00 pm
Last Date and Time for receipts of tender offers	On 27th Sep 2022 upto 3.00 pm . at our office at the address given below through Registered Post /Courier / By hand addressed to Asst. General Manager – BSD(P&S)
Time & Date of Opening of Tender	Technical Bids opening: 27th Sep, 2022 at 3.30 pm Commercial Bids opening: Date and time will be decided after opening of technical bids and will be conveyed to the bidders accordingly.
No. Of Envelopes -Superscripting on the envelope “ Tender for Purchase of MICR Security Paper”	Two (2) Envelopes. Envelope 1 containing: Technical Bid along with certificated/ documents specified in RFP document + Tender fee + EMD Envelope 2 containing: Commercial Bid only, Superscripting on the envelope “ Commercial BID-Tender for Purchase of MICR Security Paper ”

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Address for Communication	Asst. General Manager-BSD (P & S) Central Bank of India, Central Office BSD - Printing & Stationery Dept. 16 th Floor, Chander Mukhi Nariman Point, Mumbai– 400 021 E-Mail: ptgsty@centralbank.co.in
Place of Submission / Opening tender offers : Contact Telephone Numbers	Central Bank of India, Central Office BSD - Printing & Stationery Dept. 16 th Floor, Chandramukhi Nariman Point – 400 021 E-Mail: ptgsty@centralbank.co.in Phone : 022-66387863 022-66387700 Mob: CM-BSD-P&S : 7903418628
Details of IEM (Independent External Monitor)	1. Trivikram Nath Tiwari trivikramnt@yahoo.co.in 2. Jagdip Narayan Singh jagadipsingh@yahoo.com

Tenders will be opened on the date & time mentioned as above in the presence of such accredited representatives of the tenderers who may like to attend the opening of tenders. The tenders received late on account of any reason whatsoever and tenders through fax will not be considered/ entertained. The quantity of paper mentioned above is indicative one. Bank shall have the right to purchase as per its actual requirement from time to time.

The Terms & Conditions (Annexure-I) are applicable for the tender. The copy of the Request for proposal (RFP) along with all the offer documents should be duly signed by the supplier on all the pages in due acceptance of the terms and conditions.

Offers containing any conditions overriding/ deviating from our terms and conditions are not acceptable.

Asst. General Manager – BSD(P&S)

Enclosures:

- (i) Terms & Conditions (Annexure-I).
- (ii) Commercial Bid (Annexure-II).
- (iii) Technical Specifications (Annexure - III)
- (iv) Integrity Pact
- (v) Annexure-E

ANNEXURE-I

GENERAL TERMS & CONDITIONS

1. Vendor should furnish the copy of IBA certificate to the effect that the mill is IBA approved for supply of MICR Grade Paper.
2. Vender should also provide Copy of license /certificate issued by Bureau of Indian Standards to paper Mill
3. Distributor should furnish a certificate of manufacturers to the effect that the firm is nominated by them.
4. It shall be the entire responsibility of the tenderer to ensure that their tenders are received by the Bank before the due date and time, at the fixed venue only.
5. Sub-tendering by the tenderer shall not be permitted. Conditional tender will not be considered.
6. Tenders will have to be submitted as per the Tender Proforma (Annexure II), otherwise tenders will not be considered. Cutting and/or rewriting on tender proforma without authentication will render the tender document invalid.
7. Earnest Money Deposit (Bid Security) : Vendors are required to submit a Demand Draft from any scheduled commercial Bank favoring “CENTRAL BANK OF INDIA- EMD “ for the amount mentioned above as Earnest money Deposit (EMD) payable at Mumbai along with their technical offer. Offers made without valid E.M.D as mentioned above will be rejected. No interest will be paid by the Bank on the Earnest Money Deposit. Relaxation for MSE Enterprises as per present Government rules are applicable.
8. Earnest money is refundable in case the rates are not found acceptable to the Bank. **Successful tenderers will have to deposit the EMD amount in the shape of F.D.R.to the Bank within 3 days of intimation to them of the acceptance of the tender, for a minimum period of fifteen (15) months to be extended for another three months, if required. On submission of FDR for the value of EMD the earnest money furnished with the bid will be returned.**
9. Incomplete tenders will be summarily rejected.
10. Rates should be excluding all taxes, Government Levies, Entry Tax etc. and freight charges. Same will be paid on actuals. Entry tax, octroi & freight charges, loading/unloading/Insurance charges will be reimbursed by the bank as per actuals on submission of original receipt. Paper should be delivered directly from Mills/their distributors to C.I.F. place of destination, as will be informed at the time of placing order, along with Mill’s gate pass and Invoices.
11. The bidder who will quote lowest rate will be L1. Next higher will be L2 and so on.
12. The Bank is not bound to accept the lowest rates and reserve the right to accept or reject any or all the tenders without assigning any reason whatsoever.
13. Bank will place the order to selected bidder. The size of paper reel will be 43.5 Cm/GSM (95 ± 5%) and 46 Cm/GSM (95 ± 5%). The destinations (2 to 6

destination) and actual quantity to be supplied to the vendors will be specified in the order.

- 14. Rates must be valid for a minimum period of 12 months from the date of acceptance by the Bank.**
15. The Dandy roll of CENTRAL BANK OF INDIA Water mark along with “CTS India” Oval shaped water mark with diameter 2.60 to 3.00 cm will be prepared by the Selected Vendor/Paper Mill at their cost as per the design to be approved by the Bank. Paper manufacturer will be accountable for quality of paper and incorporation of CTS Water mark in each cheque leaf along with CENTRAL BANK OF INDIA Water Mark as per IBA/RBI specification.
16. The time allowed for preparing Dandy Roll in 20 days.
17. Five (5) Specimen/Samples of the specified papers with the name of paper mill duly indicating details of sensitization to various chemicals/solvents and UV light etc. while sizing the paper and all technical specification representing quality of paper must also be enclosed with the tender with mill's Stamp & Signature. Specimens of papers as mentioned above are also to be enclosed with each supply.
18. Latest Test report (not older than three years) regarding sensitization to various chemicals /solvents etc. approved by RBI/IBA must be submitted along with the bids from a government / government approved laboratory failing which the tender shall be rejected.
19. No variation in paper's grammage/quality will be permitted beyond that specified in Annexure III. Bank reserves the right to check/verify the specifications etc. of the paper supplied.
20. In case it is found at a later stage that the supplies have defects such as wrong placement of watermark, torn sheet, uneven surface, moisture paper and surface having more fluff than desired, the supplier has to replace the material or face penalties to the extent of loss incurred by the bank by way of deduction from supplier's security / bill.
21. Rejected goods should be taken back by the supplier immediately within 48 hours from the date of intimation of rejection to the supplier by electronic mode of communication (e-mail and /or whatsapp, fax etc.) or by post, at his cost, failing which these will be disposed off by the bank at the cost of the supplier and no claim for the same shall entertained. Bank will not be responsible in any respect in this regard.
22. The Bank has the exclusive right to allot the supply order to more than one supplier as per its requirement in case of identical rate.
23. In case the Selected Vendor/supplier fails to honour our orders on rates quoted by him during the validity period of the rates the Bank has the exclusive right to forfeit the security deposit and the name of supplier will be removed from the list of approved suppliers without any further reference in the matter and the same shall reported to IBA.
24. In case of non-supply of goods the Bank shall be entitled to get the same from the open market and debit the cost, if any, from the Selected Vendor's Security Deposit.

25. Without prejudice to the right of the to reject the goods, Bank reserves the right of imposing penalty for defects/delays before accepting the goods (if the same is useable only and only in the opinion of the Bank) and the same shall be final and binding on the Selected Vendor/s /supplier. **The paper mill shall give an undertaking that they will indemnify the Bank for the cost/ losses for the inferior quality, damaged, shortage of paper supplied by the paper mill after delivery of the paper irrespective of the time period.**
26. Complete supply will have to be made within 30 days of our order at specified destinations. In case of delay, without prejudice to the other interest of the Bank, penalty will be levied. Penalty of 0.01 % of consignment value per day for delay up to 7 days and thereafter 0.5 % of consignment value for delay of every week or part thereof. Maximum penalty will be 10% of consignment value.
27. However, in case of preparation of Dandy Roll by vendor the matter may be considered as per the Bank's requirement/discretion
28. Bank shall place the orders during period of 1 year from effective date of Service Level Agreement (SLA) to be executed by the Bank and the Vendor. Bank reserves the right to purchase the required quantity of paper in any number of lots, however, necessary consideration of minimum economic lot will be made while placing the order. **The Rate contract will be valid for a period of 12 months from effective date of the SLA.**
29. Bank reserve the right to place additional order of 20% of the total quantity.
30. GST Number has to be mentioned on the bill.
31. The Bank generally makes payment of bills within 15 days after the receipt of bills along with all the related documents. Payment will be made through RTGS/NEFT only.
32. Bank can place repeat order during the validity of rate contract period.
33. Defect Liability:
The supplier is liable for inherent or manufacturing defects in quality of Paper, GSM etc observed at a later date, though it might not be apparent or observed at the time of acceptance of stocks. 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.
34. 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.
35. **Signing Of Contract:** The successful bidder(s) to be called as vendor, shall be required to enter into an Service Level Agreement (SLA) with the Bank, within 7 days of the award of the contract or within such extended period as may be specified by the bank.
36. Bidders have to submit format of **Integrity Pact with bank, duly signed by authorized signatory with official stamp, as per attachment. The successful bidder have to execute the pact with Rs.500/- N.J. stamp along with the SLA.**

37. 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 a third Arbitrator before entering on the reference. The award of the third Arbitrator 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

38. Payment terms are as under:

- The paper to be supplied to confirm our technical specifications criteria as mentioned in Annexure III.
- Payment on acceptance of the materials shall only be made on actual weight received. Maximum 3% variation of ordered weight will be acceptable. Payment will not exceed more than 3% permissible variation.
- If required, bank may get paper tested by the bank at reputed test centers. The paper to be supplied need to conform our technical specifications criteria as mentioned in Annexure III.

39. 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.

40. 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.

41. The bidders should comply with **Guidelines on Public Procurement (Restrictions under Rule 144 (xi) of the General Finance Rules (GFRs), 2017)** with respect to any bidder from a country which shares a land border with India, as defined in the above order or having technology transfer agreement with a country which shares a land border with India 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. **If the bidder is not incorporated from a country which shares a land border with India, as defined in the above order 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.
42. 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.
43. 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.**

44. 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 _Supply of MICR Grade paper for banks.**

- I. 1. 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 :-

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)

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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

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- 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 –

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

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

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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).
 - iii. 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. In compliance to the guidelines the bank has not stipulated any condition of prior turnover and prior experience.

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

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ANNEXURE-II

Commercial Bid

TENDER PROFORMA FOR SUPPLY OF MICR CHEQUE PAPER

(Amount in Rupees)

Specification	Quantity Kg (in reel)	Rate per Kg.	Amount
MICR Cheque Paper with CENTRAL BANK OF INDIA Water Mark & CTS Water Mark - Specification as per Annexure III	150000		
Cost of preparation of Dandy Roll(if any)	--	---	
Total			

Additional cost for providing paper in form of Ream will Rs. _____ Per Kg

Rates should be excluding all taxes, Government Levies, Entry Tax etc. and freight charges. Same will be paid on actuals. Entry tax, octroi & freight charges, loading/unloading/Insurance charges will be reimbursed by the bank as per actuals on submission of original receipt. Paper should be delivered directly from Mills/their distributors C.I.F. place of destination, as will be informed at the time of placing order, along with Mill's gate pass and Invoices.

The quantity mentioned above is indicative one and Bank shall place the order as per their actual requirement during period of 1 year from acceptance of rates.

Bank reserve the right to place additional order of 20% of the total quantity.

Bank will place the order to selected bidder. The size of paper, destinations (2 to 6 destination) and quantity will be specified in the order.

Additional information required

1. Inform applicable percentage of taxes and levies.
2. Provide indicative cost of freight excluding GST and other government taxes (i.e transport packing, Loading, unloading etc.) as below

Destination	Kg	Rate per Kg
KANPUR	25000	
FARIDABAD	25000	
HYDERABAD	25000	

3. Time to be taken to prepare Dandy roll : Maximum 20 days

We have gone through the terms & conditions as given in Annexure-I and agree to abide the same unconditionally and assure you that paper being supplied will adhere to your technical specifications mentioned at Annexure III.

Signature of Authorized Signatory of the Firm

Date: SEAL

ANNEXURE-III

TECHNICAL FORMULATION OF MICR CHEQUE PAPER

S. No. Parameters Our Recommendation

1. **Basic Weight (GSM): $95 \pm 5\%$**
2. **Thickness (Caliper Micron): $110\mu\text{m} \pm 10\mu\text{m}$**
3. **Tearing strength: Minimum 700 (in both directions)**
4. **Opacity % : Min 80**
5. **Smoothness gurley, s/50ml: Min 35**
6. **Porosity gurley, s/100ml: Min 25**
7. **Wax pick (on both sides): No pick on 10 A**
8. **Stiffness: (MD) Taber Min 3(CD) Taber Min 1.2**
9. **Formation Uniform**
10. **Cleanliness Specks free**
11. **Shade Natural**
12. **Watermarks Clear**
13. **Test report (not older than three years) regarding sensitization to 9 chemicals/solvents and UV light as per RBI specification etc. from a government / government approved laboratory.**
14. **Smoothness Bendtsen: Not greater than 160 c.c. per min.**

MICR 95 GSM Paper with Central Bank of India Water Mark and CTS water mark (oval shape 2.6 to 3.0 cm). Ensure good uniform quality MICR 95 GSM security paper. The quality must conform to the specification/standards prescribed by RBI/IBA/BIS. Water mark should be in such a manner that each & every cheque leaf must have at least one complete water mark.

INTEGRITY PACT

Between

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

And

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

Preamble

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

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

Section 1- Commitments of Principal

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

Section 2-Commitments of the Bidder(s) /contractor(s)

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

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- 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 webpage of CVC (cvc.gov.in)
 - e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offenses outlined above or be an accessory to such offenses.

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at webpage of CVC (cvc.gov.in).

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.

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- (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, Managing Director & CEO CENTRAL BANK OF INDIA 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.

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- (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)

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 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