



PROCUREMENT OF MICR SECURITY PAPER

LIMITED TENDER ENQUIRY

[ONLY IBA EMPANELLED SUPPLIERS NEED TO APPLY]

ENQUIRY No. : CMS:PS:CNK:RFP:03 :2022-23

Date:01.04.2022

Issued By:

**CANARA BANK, PRINTING & STATIONERY SECTION
CASH MANAGEMENT & STATIONERY WING
HEAD OFFICE ANNEXE
MANIPAL**

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BID DETAILS IN BRIEF

Sl. No.	Description	Details
1.	RFP/Tender No.	CMS:PS:CNK:RFP:03 :2022-23 DTD 01.04.2022
2.	Brief Description of the RFP	Procurement of 95GSM MICR Grade Security Paper
3.	Bank's Address for Communication	The General Manager, Printing and Stationery Section, Cash Management and Stationery Wing, Canara Bank, Ground Floor, HO Annex, Manipal, Udupi- 576104
4.	Nature of Bid	Two Bid System i.e., Technical Bid & Price Bid. Bidders should apply for all places i.e., Kanpur, Mumbai and Hyderabad, the price shall be quoted for all the centers. Failing which, the same shall be treated as incomplete tender.
5.	Date of Issue of RFP	01.04.2022
6.	Last Date of Submission of Queries for Pre Bid Meeting	Date:07.04.2022 and Time:3:00PM
7.	Date of Pre Bid Meeting	08/04/2022
8.	Last Date of Submission of Bids	Date:25/04/2022 and Time:2:30PM
9.	Date, Time & Venue for opening of Technical Bid to Eligibility Criteria.	25/04/2022, 3:00PM, Address as per point no. 3
10.	Date, Time & Venue of opening of Price Bid	25/04/2022, 5:00PM, Address as per point no. 3
11.	Application Money (Non Refundable)	Rs. 5000.00
12.	Earnest Money Deposit (Refundable)	Rs. 10,28,500.00
13.	Performance Bank Guarantee/Security Deposit	Rs, 10,28,500.00
14.	Other Details	(a) Delivery of entire quantity shall be made at the printers godowns situated at their respective centres within 30-35 days from the date of purchase order. <u>Those who are not</u>

		<p><u>in a position to supply within 30-35 days from the date of order need not participate in the tender process.</u></p> <p>(b) The bidders must fulfill the Pre-Qualification criteria for being eligible to bid.</p> <p>(c) Subsequent changes made based on the suggestions and clarifications as per pre-bid meeting shall be deemed to be part of the RFP document and shall be uploaded on the Bank's corporate website www.canarabank.com.</p> <p>(d) No suggestions or queries shall be entertained after pre-bid meeting.</p>
<p>This document can be downloaded from Bank's website https://canarabank.com/tenders.aspx</p>		

GENERAL MANAGER

DISCLAIMER

The information contained in this RFP document or any information provided subsequently is provided to the bidder on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The RFP is neither an agreement nor an offer and is only an invitation by the Bank to interested parties who are qualified for submission of bids. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the Bank and the Successful bidder/s.

The purpose of this RFP is to provide the bidders with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary may 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. Such change will be published on the Bank's website www.canarabank.com, also on e-procurement Technologies Limited <https://canarabank.abcpurchase.com> and it will be binding on the bidder. Any amendments, modifications, & any communication with respect to RFP etc. will be uploaded in the Bank's website only (i.e. <http://canarabank.com/english/tenders>) and shall be considered as part and parcel of the RFP. No individual communication will be sent to the individual bidders.

Bank reserves the right to change the dates, timings mentioned above or elsewhere in the RFP, which will be communicated by placing the same as corrigendum under Tender section on Bank's/Govt. website. Bidders should check the Bank's website before the submission of proposal for the corrigendum, if any.

The Bank reserves the right to reject any or all the proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of the Bank shall be final, conclusive and binding on all the parties.

PART A - NOTICE INVITING TENDER (NIT)

CANARA BANK, PRINTING & STATIONERY SECTION, Canara Bank (erstwhile Syndicate Bank building) Head Office (Annex) Manipal-576104, Karnataka invites sealed offers from MICR Grade Cheque Paper manufacturers who are in the approved list of Indian Banks' Association, Mumbai for supply of **95 GSM MICR Grade Cheque Paper** with Canara Bank's logo and CTS Watermark as per the Specifications stipulated under **Part B** and Term and conditions specified in **Part C**.

I. SCOPE OF WORK

To procure and deliver MICR Grade Cheque Paper from the manufacturers to intended destinations as per the specifications stipulated under Part B and Terms and Conditions specified in Part C of this RFP.

II. ELIGIBILITY CRITERIA

Sl No.	Criteria	Documents to be submitted
1	The Original Manufacturers (OMs) should be in the approved list of Indian Banks' Association, Mumbai for manufacture of MICR Grade Cheque Paper. OMs directly or through their authorized Supplier/dealer shall apply for the tender as per their convenience.	Copy of valid IBA Registration Certificate of the OM. If applied through supplier/dealer, apart from the IBA Registration Certificate of the OM, an authorization letter issued by the OM in favour of such supplier/dealer shall also be furnished.
2	The Original Manufacturers (OMs) through their authorized Supplier/dealer should have supplied at least 100 Tons of MICR Grade Cheque Paper in a single order to at least one Nationalized Bank within a period of 35 days during the last three financial years viz. 2019-20, 2020-21 and 2021-22.	Copy of Satisfactory Completion Certificates from the clients to whom such supplies were earlier effected, clearly mentioning the time taken for supply.
3	Bidder should be currently in the business of supplying MICR Papers.	List of clients and quantity supplied during the last three Financial Year - 2019-20, 2020-21 and 2021-22.
4	Bidder should be able to supply the entire quantity within 30-35 days to the destinations.	Declaration confirming the capability to comply.
5	Bidder shall furnish duly filled and signed Integrity Pact.	The Integrity Pact shall be strictly as per the format as furnished in Part - D
Delivery of entire quantity shall be made at the printers godowns situated at their respective centers within 30-35 days from the date of purchase order. Those who are not in a position to supply within 30-35 days from the date of order need not participate in the tender process		

PART B - TECHNICAL SPECIFICATIONS

A Variety of Paper: MICR Grade Cheque Paper with Canara Bank's logo and CTS Water Mark and should satisfy specifications as per IS 11087/1986;

B Item required and Quantity: 220 Tons of 95 GSM MICR Grade Cheque paper in Reel form.

For Location	Paper Width (Reel Form)	Opacity (%)	Quantity (In Tonnes)
Kanpur	43 Cm	80.0min	100
	46 Cm	80.0min	04
Mumbai	43 Cm	80.0min	60
	46 Cm	80.0min	08
Hyderabad	43 Cm	80.0min	40
	46 Cm	80.0min	08
Total			220

C Specifications:

- Paper shall be strictly as per specifications in Part-B and shall be supplied with "Canara Bank logo as Watermark" and "CTS Watermark".
- The required 'Dandy' for watermarking shall be arranged by the paper manufacturers at their own cost.
- The supplier shall at their own cost and within 15 days of executing the supply should submit a test report of MICR Grade Paper from Central Pulp & Paper Research Institute, Shaharanpur, as regards to its properties like grammage, thickness, opacity, tear strength etc., and all other specifications as per IS 11087/1986.
- If, there are deficiencies in quality of the MICR paper supplied, penalty will be imposed.
- MICR paper supplied at printer location if found that it is not meeting the specifications as above, at any stage after delivery, entire lot left out needs to be replaced immediately by the Mill/dealer without any cost to the Bank/Printer.

D Supply Schedule and Destination

- Delivery of respective quantity is to be made at the Printers Godowns at the respective centers as specified by us, within 30-35 days from the date of Purchase Order.
- However, the Bank may, at its discretion consider on merits any request from the supplier for extension of the due date.
- Failure to supply wholly or partly within the stipulated time, as per terms of our order, non performance of terms & conditions or non compliance of the specifications/ quality prescribed or which is found defective, will entail enforcement of one or more of the following:
 - Cancellation of the order in part or full and forfeiture of EMD/Security Deposit.

- b) Recovery of extra cost, if any, incurred by the Bank in securing the materials from other sources, due to the defect and/or delay in execution beyond the stipulated time or for other deficiencies/reasons, by adjusting the EMD/Security Deposit. Further the Bank reserves rights to claim balance cost/damages if any.

E Defect Liability

The supplier is liable for any 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 the stock. In such an event, **the supplier shall be required to replace the stock in part or full/ or compensate for the loss or inconvenience that might have already been caused or might be caused to the Bank on account of such defects or deviation from the Bank's specifications.** Further the Bank shall also be at 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 factor.

GENERAL MANAGER

PART C - TERMS & CONDITIONS

1. EARNEST MONEY DEPOSIT (EMD))/BANK GUARANTEE IN LIEU OF EMD

- 1.1. The bidder shall submit Bid Security / Earnest Money Deposit in the form of Bank Guarantee valid for the period of 6 Months for Rs.10,28,500.00 in favour of Canara Bank, payable at Bangalore.
- 1.2. EMD amount of the bidder whose bid is accepted will be converted into Security Deposit if it is a **Demand Draft**.
- 1.3. The Bidders intending to furnish Bank Guarantee in lieu of EMD amount shall submit Bank Guarantee from Scheduled Commercial Bank (Other than Canara Bank).
- 1.4. Offers not accompanied by the Stipulated EMD shall be liable for rejection.
- 1.5. EMD of unsuccessful bidders will be returned after finalizing the L1 bidder.
- 1.6. The EMD/Security Deposit shall not earn any interest.
- 1.7. **Security Deposit of the Selected Bidder will be refunded after a period of three months from the date of Purchase Order and subject to satisfactory supply of entire quantity of paper.**

2. BID PROCESS

2.1. Clarification to RFP and Pre-Bid Queries:

- 2.1.1. The bidders should carefully examine and understand the specifications, terms & conditions of the RFP and may seek clarifications, if required. The bidders in all such cases should seek clarification in writing in the same serial order as that of the RFP by mentioning the relevant page number and clause number of the RFP.
- 2.1.2. All communications regarding points requiring clarifications and any doubts shall be addressed to the address as mentioned in Bank's address for communication by the intending bidders before 07.04.2022.
- 2.1.3. No queries will be entertained from the bidders after the above date and time.
- 2.1.4. The Bank will consolidate all the written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Bank's website (<https://canarabank.com/tenders.aspx>) and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.

2.1.5. No oral or individual consultation will be entertained.

2.2. Pre-Bid meeting:

A pre-bid meeting of the intending bidders will be held as scheduled below to clarify any point/doubt raised by them in respect of this RFP.

Date	Day	Time	Venue
08/04/2022	FRIDAY	3:00PM	Printing and Stationery Section, Cash Management and Stationery Wing, Canara Bank, Ground Floor, HO Annex, Manipal, Udupi- 576104, Karnataka

No separate communication will be sent for this meeting. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested bidders shall be present during the scheduled time. In this connection, Bank will allow only ONE representative from each Bidder to participate in the pre-bid meeting.

Interested bidders shall share the scanned copy of authorization letter as per annexure XIX and valid ID proof of the Representative by email to hops@canarabank.com latest by 07/04/2022 before 3:00PM.

Upon perusal of the same, the link/meeting ID will be shared to the participant via reply mail for interested bidder to participate in the Pre-bid query meeting.

Bank has the sole discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting. Non reply to any of the queries raised by the vendors during pre-bid Meeting shall not be considered as acceptance of the query/issue by the Bank.

2.3. Nature of Bid:

This is a two bid system which has following 2 (Two) parts:

[A] Technical Bid: The technical bids shall be submitted in a separate sealed cover along with the following:

- 1) Notice Inviting Offers (Part A)
- 2) Technical Specifications (Part B)
- 3) Terms & Conditions (Part C)
- 4) Integrity Pact (Part D)
- 5) Demand Draft/Bank Guarantee towards the EMD amount.
- 6) DULY SIGNED Price Bid as per the FORMAT PROVIDED IN PART - E WITHOUT MENTIONING THE RATE/PRICE.
- 7) Documents for complying with the eligibility criteria
- 8) Sample of the Paper proposed to be supplied in response to the RFP.

[B]Price Bid: Price Bid shall contain Offers quoting the rates destination wise. The Price Bid shall be submitted separately in a sealed envelope as per the format prescribed under Part E. Rates shall be separately quoted per ton inclusive of Freight / door delivery charges, transit insurance charges etc, but exclusive of GST. GST shall be paid extra as per actual.

2.4. Submission of Bid Documents

- 2.4.1. The technical bids shall be submitted in a separate sealed cover along with the above mentioned details/documents and DD/BG towards EMD.
- 2.4.2. The second sealed envelope shall contain the Price Bid as per the format enclosed (Part E).
- 2.4.3. Both the envelopes containing Technical Bid and Price Bid shall be put together in a third envelope.
- 2.4.4. The said third envelope containing both Technical and Price bids should be duly superscribed "Enquiry No: CMS:PS:CNK:RFP:03 :2022-23 Dtd: 01.04.2022" and should reach the following address on or before 25/04/2022 by 2:30 PM.

THE GENERAL MANAGER
CANARA BANK
PRINTING & STATIONERY SECTION
Canara Bank (erstwhile Syndicate Bank building)
Head Office (Annex)
Manipal-576104,
Karnataka.

2.5. Date and time of opening of offers & Methodology

- 2.5.1. The Technical bids shall be opened at the address mentioned therein under Clause 2.4.4 above.
- 2.5.2. Price bids of only those suppliers who qualify in the technical evaluation and conform to our terms and conditions shall be opened.
- 2.5.3. The date and time of opening the price bid shall be informed to the qualifying tenderers. It may be noted that on opening of technical bid and after scrutiny and due assessment the Price Bids will be opened with prior intimation to the qualified bidders.
- 2.5.4. The offerer or their authorized representatives are invited to be present at the time of opening of the bids.
- 2.5.5. The Bank reserves the right to open the bids at the stipulated/notified time & Date even if one or more of or all the bidders failing to attend the same.
- 2.5.6. The Bank's decision regarding the acceptance/rejection shall be final and no dispute or negotiation will be entertained in this regard.
- 2.5.7. In matters regarding the quality of materials, interpretation of specifications etc, the decision of the bank which shall be given in writing shall be final, conclusive and binding on the offerers.

2.5.8. The Bank reserves the right to accept or reject any Bid /offer received in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract of award, without thereby incurring any liability to the affected or Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action. The Bank reserves the right to reject any Bid on security and/or other considerations without assigning any reason.

2.5.9. The Bank reserves the right to cancel the entire Bidding/procurement process at any stage without assigning any reason whatsoever.

2.5.10. Determination of L1 Bidder:

2.5.10.1. L1 rate will be arrived based on Weighted Average of the rate quoted per ton for all places. Vendor should quote their rate for all three destinations else quotation will be rejected.

2.5.10.2. If L1 vendor backs out, the EMD amount will be forfeited.

2.5.11. **Right to Split Work:** Bank reserves the right to split the quantities between two bidders. The splitting of work order will be in 55:45 ratio between two bidders provided L-2 matches the rate quoted by L-1 bidder with all other terms of tender remaining same. In the event of L-2 bidder does not match the L-1 rates the entire work order may be awarded to L-1 bidder. The decision of the Bank will be final in this regard. Bank reserves to itself the right of accepting the whole or any part of the tender and the bidder shall be bound to perform the same at the rate quoted.

2.6. Other conditions

2.6.1. Offers shall be valid for 60 days from the last date stipulated for opening of the price bids and once the order is placed within this period, the rate is applicable until the order is executed in complete irrespective of the time schedule prescribed for it.

2.6.2. The Acceptance of the offers shall rest solely with the Bank and the Bank does not bind itself to accept the lowest offer, and reserves its authority to reject any or all of the offers received and cancel the entire tender process without assigning any reason whatsoever.

2.6.3. Offers where any/or more of the prescribed conditions are not fulfilled or/are incomplete in any respect are liable to be rejected.

2.6.4. The Bank reserves the right to accept the offer in full or in part and the offerer shall have no claim for revision of rates/other conditions if his offer is accepted in part.

2.6.5. Offers with any conditions other than those stipulated by us are liable for rejection.

3. **PURCHASE PREFERENCE**

Purchase Preference to Micro and Small Enterprises (MSEs) and Startups and Purchase Preference linked with Local Content (PP-LC) shall be applicable subject to full compliance of other terms and conditions of the tender and Contract. Following are the conditions applicable as per the Government of India Guidelines on Purchase Preference.

3.1. **Micro & Small Enterprises (MSEs):**

Procurement through MSEs (Micro & Small Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification no. D.L.-33004/99 dated 23.03.2012 and as amended from time to time. Following are the conditions applicable as per the Government of India Guidelines:

- (a) MSEs should provide proof of their being registered as MSE (indicating the Terminal Validity Date of their Registration) for the item under Tender/ RFP along with their offer, with any agency mentioned in the Notification, including:
 - i) District Industries Centers or
 - ii) District Industries Centers or
 - iii) Khadi Village Industries Commission or
 - iv) Khadi & Village Industries Board or
 - v) Coir Board or National Small Industries Corporation or
 - vi) Directorate of Handicrafts & Handloom or
 - vii) Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
- (b) For ease of registration of Micro and Small Enterprises (MSMEs), Ministry of MSE has started Udyog Aadhaar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.
- (c) MSEs participating in tenders, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 in a situation where L1 price is from someone other than MSE & such MSE shall be allowed to supply at least 20% of total tendered value. In case there are more than one MSEs within such price band and agree to bring down their price to L1, the 20% quantity is to be distributed proportionately among these Bidders.
- (d) MSEs are exempted from paying Application fee/cost & EMD, subject to furnishing of Valid certificate for claiming Exemption.
- (e) The Eligible MSEs who intend to match the L1 Price (ultimately decided by the Bank) shall indicate the willingness to match the L1 Price within 6 working days

from the date of communication from the Bank to avail the purchase preference.

- (f) Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a Security deposit before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Canara Bank as per Form PP-B.
- (g) The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.
- (h) The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.

3.2. Startup:

- (a) Applicable for Indian Bidders only as defined in gazette notification no. D.L-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time.
- (b) As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in tender document.
- (c) Further, the Startups are also exempted from submission of Tender Fee and EMDs.
- (d) For availing the relaxations, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.
- (e) Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Canara Bank as per Form PP-B.

3.3. Procurement through Local Suppliers (Make in India)

- 3.3.1. Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 28.05.2018 has

notified revised guidelines to be followed to promote manufacturing and production of goods and services in India under “Make in India” initiative.

- (a) “Local Supplier” means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under the aforesaid order or by the competent Ministries/Departments in pursuance of the aforesaid order.
- (b) The minimum local content shall be 50% in general (unless otherwise prescribed by the Nodal Ministry) and the margin of purchase preference shall be 20%.
- (c) For award of contract, the following clauses shall be applicable in addition to other provisions in the bidding document in this regard:
 - i) In procurement of goods, services or works in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs.50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of goods or services or works is more than Rs.50 lakhs, the provisions of sub-paragraph 3.3.2 or 3.3.3, as the case may be, shall apply;
 - ii) In the procurements of goods or works which are not covered by paragraph 3.3.1 and which are divisible in nature, the following procedure shall be followed:
 - (a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1;
 - (b) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier’s quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher 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 local suppliers, then such balance quantity may also be ordered on the L1 bidder.
 - iii) In procurement of goods or works not covered by sub-paragraph 3.3.1 and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:

- (a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
- (b) If L1 bid is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching L1 price.
- (c) In case such lowest eligible local supplier fails to match the L1 price, the 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 local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.
- (d) Purchase preference for domestic manufacturer/local supplier, methodology of its implementation, value addition to be achieved by domestic manufacturers, self-certification, compliance, monitoring and other terms & conditions shall be as per the aforesaid Guidelines/Notifications. The Guidelines may be treated as an integral part of the tender documents.
- (e) The preference to 'Public Procurement (Preference to Make in India) Order 2017' shall be subject to meeting technical specifications and full compliance of other terms and conditions of the RFP and Contract.
- (f) The Bidder quoting value up to Rs.10 Crores shall be required to provide self-certification (as per Form PP-C) along with the bid that the item offered meets the minimum local content in terms of para 9(a) of the Public Procurement (Preference to Make in India) Order 2017. Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers. Bidder has to provide the value & percentage of the local content in price bids.
- (g) If Bidder is quoting more than Rs.10 Crores in their Commercial Proposal, then Bidder has to submit a certificate (as per Form PP-D) from statutory auditor of the company (in case bidder is a company) or from a practicing Cost Accountant or practicing Chartered Accountant (in case bidder is not a company) along with his bid in terms of para 9(a) of the Public Procurement (Preference to Make in India) Order 2017. Bidder has to provide the value & percentage of the local content in price bids.
- (h) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules issued by the Ministry of Finance for which a bidder or its successors can be debarred for up to two years as per Rule (iii) of the General Financial Rules along with such other actions as may be permissible under law.

(i) All the relevant documents/information regarding claim for preferential treatment under this policy must be submitted along with offer by the tenderers. Post tender submission of these information/documents shall not be considered. Further firms seeking these considerations shall be completely responsible for the truthfulness and authenticity of their claim for these benefits.

3.3.2. In case a bidder is eligible to seek benefit under Purchase PP-LC policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PP-LC and MSE policy in Form PP-A. The option once exercised cannot be modified subsequently.

3.3.3. Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.

3.3.4. In case a MSEs bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders

3.3.5. For price matching opportunities and distribution of quantities among bidders (bidder's option to avail any one out of two applicable purchase preference policies, i.e., PP-LC-2017 or PPP-2012 will be considered), the precedence shall be in the following order:

- (a) Public Procurement Policy for MSE 2012;
- (b) Purchase Preference linked with Local Content (PP-LC).

4. AWARDING OF CONTRACT AND EXECUTION OF AGREEMENT

4.1. The L1 Bidder will be referred to as selected Bidder and Bank will notify the name of the selected Bidder by displaying in the Notice board/official Website of Bank. Bank will follow the internal procedure for necessary approvals and thereafter proceed with notification of award of contract.

4.2. The contract shall be awarded and the order shall be placed on selected Bidder. Bank releases the order either in Full or in part or place more than one order towards the contract based on banks requirements.

4.3. The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the Selected Bidder shall be the date of acceptance of the order by the bidder.

4.4. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.

- 4.5. On failure of the selected bidder to accept the order with in stipulated time, Bank shall be at liberty to proceed with other technically qualified Bidders within the purview of the same RFP by calling for fresh commercial quotes either considering existing commercial quote or fresh commercial quote. The initially selected bidder stands disqualified for further participation in the subject bid.
- 4.6. Within 15 days from the date of acceptance of the order by the selected bidder, the Successful Bidder shall enter into an agreement with the Bank (format as Per PART- G) on a Non Judicial Stamp paper of requisite value.
- 4.7. All stamp duty charges applicable on the agreement shall be borne by the selected bidder.

5. FORCE MAJEURE

- 5.1. Neither Party shall be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e. Force Majeure.
- 5.2. For the purpose of this clause, “Force Majeure” shall mean an event beyond the control of the bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the bidder, resulting in such a situation.
- 5.3. In the event of any such intervening Force Majeure, the parties shall notify the each other in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the other party , the party shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- 5.4. 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, parties shall hold consultations with each other in an endeavor to find a solution to the problem.

6. INDEMNITY

- 6.1. The Bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, prosecutions proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:

- 6.1.1. Any breach, default or non-performance of undertakings, warranties, covenants or obligations by the Bidder, non-compliance of safety rules, regulations, instructions by the Bidder and mishaps occurring at the site due to the shifting or maneuverings;
- 6.1.2. Any contravention or Non compliance with any applicable laws, regulations, rules, statutory or legal requirements by the Bidder.
- 6.2. Further, the Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of the services offered by the Bidder.
- 6.3. All Indemnities shall survive notwithstanding expiry or termination of the contract and Bidder shall continue to be liable under the indemnities.
- 6.4. Claims made by the Purchaser Bank / third parties in case of infringement of Intellectual property rights or for claims relating to the loss of damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be limited to the extent of Agreement Value.

7. CANCELLATION OF THE ORDER AND FORFEITURE OF EMD

- 7.1. The Bank reserves its right to cancel the offer at any time by assigning appropriate reasons in the event of one or more of the following conditions treating it as default / non performance of the contract:
 - 7.1.1. Fails to sign the agreement within the specified time.
 - 7.1.2. Fails to deposit the Security deposit /performance guarantee within the specified time.
 - 7.1.3. Delay in delivery beyond the specified period
 - 7.1.4. Supplying the security forms which do not conform to the specification/quality prescribed or defective,
 - 7.1.5. Negligence / contravenes the terms of the contract
 - 7.1.6. Breaches in the terms and conditions of the Order.
- 7.2. In addition to the cancellation of Order, the Bank reserves the right to invoke the Bank Guarantee or forfeit the Security Deposit given by the bidder towards non performance/non compliance of the terms and conditions of the contract, to appropriate the damages.
- 7.3. The bank shall also have the right to Recover of extra cost if any incurred by the Bank in securing the material etc. from other source due to the defect/delay in Execution over the stipulated time and such extra cost shall be

recovered by the Bank from any money due or becoming due to the bidder/tenderer under this work contract/rate contract or may be recovered by encashment of bank guarantees or otherwise from bidder under any other contract

8. DISPUTE RESOLUTION MECHANISM

All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days notice in writing to the other party clearly setting out there in the specific disputes. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators; one to be nominated by each party and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. In case the Proposal is not received as required above on or before the said date and time, Bank shall presume that bidder is not interested proceeding with the dispute. The venue of arbitration shall be Bengaluru, India.

9. JURISDICTION AND GOVERNING LAW

This RFP and the contract thereupon shall be governed by the Laws and Regulations of India for the time being in force and will be subject to the exclusive jurisdiction of the Courts in Bengaluru, India.

10. CONFIDENTIALITY AND NON-DISCLOSURE

10.1. The bidder shall take all necessary precautions to ensure that all information shared to it are treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information.

10.2. No media release/public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means.

11. REPRESENTATIONS AND WARRANTIES:

11.1. The Bidder warrants that they have obtained all necessary corporate approvals to enter into an Agreement and that no consent, approval, or withholding of objection is required from any governmental authority with respect to the entering into or the performance of this project. The bidder further warrants that they are under no obligation or restriction, nor shall they assume any such

obligation or restriction, that would in any way interfere or conflict with, or that would present a conflict of interest concerning, any obligations under this project.

- 11.2. Bidder warrants that it shall perform the Services in a professional & workman like manner and materially in accordance with the applicable specifications in the RFP.
- 11.3. The Bidder represents that it is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.
- 11.4. The Bidder represents that it has the corporate power & authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.
- 11.5. The Bidder represents that the submission of responses to the RFP execution, delivery and performance under an Agreement entered in case the Bidder is selected:
 - 11.5.1. Will not violate or contravene any provision of its documents of incorporation;
 - 11.5.2. Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
 - 11.5.3. Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
 - 11.5.4. To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances

under which made, not misleading. There have been no events or transactions or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

12. CORRUPT AND FRAUDULENT PRACTICES

- 12.1. As per Central Vigilance Commission (CVC) directives, it is required that Bidders /Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- 12.2. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- 12.3. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- 12.4. The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 12.5. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 12.6. The decision of Bank in determining the above aspects will be final and binding on the all the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.
- 12.7. Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, Bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.

12.8. The successful bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor by the Bank.

13. ADOPTION OF INTEGRITY PACT

13.1. The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.

13.2. Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.

13.3. The Bidders shall submit signed Pre Contract integrity pact as per Annexure XIII along with Part-A Technical Bids. Those Bids which are not containing the above are liable for rejection.

13.4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principal or associates.

13.5. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

13.6. Integrity Pact in respect to this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

13.7. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.

13.8. Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

13.9. Integrity pact shall be signed by the person who is authorized to sign the Bid.

13.10. The Name and Contact details of the Independent External Monitor(IEM) nominated by the Bank are as under:



SI No	IEMs Name	E-mail Address
1	<u>Rakesh Jain</u>	<u>rakeshjain18@hotmail.com</u>
2	<u>D R S Chaudhary</u>	<u>dilip.chaudhary@gmail.com</u>

14. ERASURES OR ALTERATIONS:

The Offers containing erasures or alterations or overwriting may not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure/manual” is not acceptable. The Bank may treat such Offers as not adhering to the tender guidelines and as unacceptable.

15. ASSUMPTIONS/PRESUMPTIONS/MODIFICATIONS:

The Bank would like to expressly state that any assumption, presumptions, modifications, terms, conditions, deviation etc., which the bidder includes in any part of the Bidder’s response to this RFP, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, presumptions, modifications, terms, conditions deviations etc., have been accepted by the Bank and communicated to the bidder in writing. The bidder at a later date cannot make any plea of having specified any assumption, terms, conditions, deviation etc in the bidder’s response to this RFP document. No offer can be modified or withdrawn by a bidder after submission of Bid/s.

16. AMENDMENT TO BIDDING DOCUMENT:

16.1. At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.

16.2. Notification of amendments will be put up on the Bank’s Website and will be binding on all Bidders.

16.3. To allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids.

17. SOCIAL MEDIA POLICY:

17.1. No person of the Bidder or the Operators and third parties shall violate the social media policy of the bank.



17.2. The following acts on the part of personnel of the Bidder or Operator and third parties shall be construed as violation of Social Media Policy:

17.2.1. Non adherence to the standards/guidelines in relation to social media policy issued by the bank from time to time;

17.2.2. Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of social media related systems and procedures.

18. PUBLICITY:

Any publicity by the vendor in which the name or logo of the Bank is to be used shall be done only with the explicit written permission of the Bank.

GENERAL MANAGER

Accepted the Terms & Conditions

Signature of Supplier with Seal & Date

(Note: All the pages of this RFP to be signed by the supplier with seal)

PART D- INTEGRITY PACT

PRE CONTRACT INTEGRITY PACT

1. GENERAL

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on _____ day of the month _____ 2021, between, the Canara Bank a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970 having its Head office at 112, J.C. Road, Bangalore 560 002, with branches spread all over India and abroad (hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri _____ (Designation of the officer) representing _____ of the BUYER, of the

FIRST PART

AND

M/s _____ represented by Shri _____ Chief Executive Officer /Authorised Signatory (hereinafter called the "BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns), of the SECOND PART

1.2. WHEREAS the BUYER proposes to procure 95 GSM MICR grade CTS standard paper / engage the services and the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER is willing to offer/has offered the stores/services and

1.3. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is a private company/Public Company/Government undertaking/ Partnership/LLP/Registered export agency/Service provider, duly constituted in accordance with the relevant law governing its formation/incorporation/constitution and the BUYER is a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings) Act 1970.

1.4. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER has clearly understood that the signing of this agreement is an essential pre-requisite for participation in the bidding process in respect of Stores/Equipment/Items/Services proposed to be procured by the BUYER and has also understood that this agreement would be effective from the stage of invitation of bids till the complete execution of the agreement and beyond as provided in clause 13 and the breach of this agreement detected or found at any stage of the procurement process shall result into rejection of the bid and cancellation of contract rendering BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER liable for damages and replacement costs incurred by the BUYER.

2. NOW, THEREFORE, the BUYER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER agree to enter into this pre-contract integrity agreement hereinafter referred to as Integrity Pact, which shall form part and parcel of RFP as also the contract agreement if contracted with BIDDER, in the event that the BIDDER turns out to be successful bidder, and it is intended through this agreement to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to during and subsequent to the Contract to be entered into with a view to

2.1. Enabling the BUYER to obtain the desired **95 GSM MICR grade CTS standard paper** at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.2. Enabling BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that the BUYER shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the BUYER stays committed to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:

3.1. The BUYER represents that all officials of the BUYER, connected whether directly or indirectly with the procurement process are duty bound by rules and regulations governing their service terms and conditions not to demand take promise for or accept, directly or through intermediaries, any bribe consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

3.2. The BUYER will, during the pre-contract stage, treat all BIDDERS/SELLERS/CONTRACTORS /SERVICE PROVIDERS alike, and will provide to all BIDDERS/SELLERS/ CONTRACTORS/SERVICE PROVIDERS the same information and will not provide any such information to any particular BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER which could afford an advantage to that particular BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER in comparison to the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS.

3.3. The BUYER shall report to the appropriate Government Regulators/Authorities any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach, as and when the same is considered necessary to comply with the law in force in this regard. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER with the full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

4.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

4.2. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the BUYER.

4.3. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is the original Manufacturer/Integrator/Authorized government sponsored export entity of the stores/Authorised Service Provider having necessary authorizations, intellectual property rights and approvals from the intellectual property right owners of such

materials/services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

4.4. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

4.5. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.

4.6. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities emanating from other competitors or from anyone else.

4.7. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.

4.8. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.9. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

5.1 The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Bank, Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

5.2. If the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER makes incorrect statement on this subject, BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can be disqualified from the tender/bid process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

6.1. Every BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER while submitting commercial bid, shall deposit an amount as specified in RFP/Tender Documents as Earnest Money/Security, Deposit, with the BUYER through any of the instruments as detailed in the tender documents.

6.2. The Earnest Money/Security Deposit shall be valid for a period till the complete conclusion of the contractual obligations or for such period as mentioned in RFP/Contract, including warranty period, whichever is later to the complete satisfaction of BUYER.

6.3. In the case of successful BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4. No interest shall be payable by the BUYER to the BIDDER/ SELLER/ CONTRACTOR/SERVICE PROVIDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

7.1. Any breach of the provisions herein contained by the BIDDER/SELLER /CONTRACTOR/ SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required.

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. However, the proceedings with the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) would continue.

(ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
- (iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2%, higher than the prevailing Prime Lending Rate/any such rate of Canara Bank) while in case of a BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from a country other than India with interest thereon at 2% higher than the LIBOR, if any outstanding payment is due to the BIDDER/SELLER /CONTRACTOR from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/ CONTRACTOR/SERVICE PROVIDER.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
- (vii) To debar the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER/SELLER/CONTRACTOR/ SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, the same shall not be opened.
- (x) Forfeiture of The Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (xi) The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly with any employee of the BUYER, and if he does so BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/ SERVICE PROVIDER.

7.2. The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (xi) of this Pact, also in the event of commission by the BIDDER/SELLER/CONTRACTOR/ SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as

defined In Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

7.3. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER/SELLER/CONTRACTOR shall be final and conclusive on the BIDDER/SELLER/CONTRACTOR. However, the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can approach the Independent External Monitor(s) appointed for the purposes of this pact.

8. INDEPENDENT EXTERNAL MONITORS

8.1. The BUYER has appointed two Independent External Monitors (hereinafter referred to as Monitors) for this Pact in accordance with the recommendations and guidelines issued by Central Vigilance Commission.

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitors shall on receipt of any complaint arising out of tendering process jointly examine such complaint, look into the records while conducting the investigation and submit their joint recommendations and views to the Management and Chief Executive of the BUYER. The MONITORS may also send their report directly to the CVO and the commission, in case of suspicion of serious irregularities.

8.5. As soon as any event or incident of violation of this Pact is noticed by Monitors, or Monitors have reason to believe, a violation of this Pact, they will so inform the Management of the BUYER.

8.6. The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project /Procurement documentation of the BUYER including that provided by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/CONTRACTOR/ SERVICE PROVIDER will also grant the Monitors upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which RFP/Tender is being /has been submitted by BIDDER/SELLER/CONTRACTOR/ SERVICE PROVIDER. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7. The BUYER will provide to the Monitors 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 parties. The parties may offer to the Monitors the option to participate in such meetings.

8.8. The Monitors will submit a written report to the BUYER at the earliest from the date of reference or intimation to him by the BUYER/BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and submit proposals for correcting problematic situations.

9. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER/ CONTRACTOR/SERVICE PROVIDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

10. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law and the place of jurisdiction is Bangalore

11. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of any other law in force relating to any civil or criminal proceedings.

12. VALIDITY

12.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or such longer period as mentioned in RFP/Contract or the complete execution of the contract to the satisfaction of the BUYER whichever is later. In case BIDDER/SELLER/ CONTRACTOR/SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____.



BUYER

Name of the Officer

SIGNATORY

Designation

Name of Wing

Canara Bank

BIDDER

AUTHORISED

Witness

1)

2)

Witness

1)

2)

PART E

Price Bid

From:

To
 The General Manager
 Printing & Stationery Section
 CMS Wing, Canara Bank
 (Erstwhile Syndicate Bank building)
 Head Office (Annex)
 Manipal-576104,
 Karnataka

Dear Sir,

SUB: Supply of 95 GSM MICR Grade Cheque paper with Canara Bank's and CTS Watermark as per specifications stipulated under Part B and Terms and conditions as per Part C.

Ref : Your enquiry No.

In response to your above enquiry, we hereby submit our offers as under for supply of 95 GSM MICR Grade Security Paper with Canara Bank Water Mark as per specifications (Part B):

(Amount in Rupees)

Destination	Reel Form (Width 43 cms)	Reel Form (Width 46 cms)	Rate Per Ton (Excluding GST)	Rate in Words
KANPUR				
MUMBAI				
HYDERABAD				
TOTAL				

(The above rates are inclusive of Freight, loading, unloading, door delivery charges, transit insurance charges and any other misc charges etc., for delivery at each of the above destinations but excluding GST. Applicable GST will be paid extra).



We hereby confirm having read and noted the contents of the RFP CAREFULLY AND HEREBY CONFIRM OUR ACCEPTANCE FOR ALL THE TERMS AND CONDITIONED MENTIONED THEREIN.

SIGNATURE OF THE BIDDER WITH SEAL & DATE



PART F
BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

To
The General Manager
Canara Bank,
Printing & Stationery Section
Canara Bank (erstwhile Syndicate Bank building)
Head Office (Annex)
Manipal-576104, Karnataka

WHEREAS _____(Name of Tenderer) (hereinafter called "the Tenderer" has submitted its tender dated _____ (Date) for the execution of supply of 95 GSM CTS standard MICR paper(hereinafter called "the Tender") in favour of Assistant General Manager, Printing & Stationery Section, CMS Wing, HO Annex, Manipal - 576 104 hereinafter called the "Beneficiary"; KNOW ALL MEN by these presents that we, _____(name of the issuing Bank), a body corporate constituted under the _____having its Head Office at _____amongst others a branch/office at _____(hereinafter called "the Bank" are bound unto the Beneficiary for the sum of Rs. _____(Rupees _____ Only) for which payment well and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents;

THE CONDITIONS of this obligation are:

- (a) If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or
- (b) If the Tenderer having been notified of the acceptance of his Tender by the Beneficiary during the period of Tender validity;
- (i) fails or refuses to execute the Agreement, if required; or
 - (ii) fails or refuses to furnish the security deposit, in accordance with clause 3 of Part A of conditions of Contract.

We undertake to pay to the Beneficiary up to the above amount upon receipt of his first written demand without the Beneficiary having to substantiate his demand, provided that in his demand the Beneficiary will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

Notwithstanding anything contained herein

- i) Our liability under this Bank Guarantee shall not exceed Rs.10,28,500.00 (Rupees Ten lakh Twenty Eight Thousand Five Hundred only)
- ii) This Bank Guarantee is valid up to 6 Months and
- iii) 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 _____ (mention period of
guarantee as found under clause above plus claim period) Dated
_____ day of _____ 2021.

(SIGNATURE & SEAL OF THE BANK)



PART-G

FORMAT OF CONTRACT AGREEMENT

This supply agreement made on this _____ day of the month of _____ in the year Two Thousand _____ (____/____/20____) BETWEEN, Canara Bank a body corporate constituted under the Banking & Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head Office, at 112, J C Road, Bangalore 560002, represented by Manager/ Senior Manager, P & S Section, CMS Wing, HO Annexe, Manipal its duly constituted attorney (hereinafter referred to as Bank) of the ONE PART

AND

M/s _____ duly represented by one of its Proprietor/Partner / Director _____, aged _____ years, S/o Sri _____ residing at _____ and having their office at _____ (hereinafter called the Supplier) of the other part.

WHEREAS THE Bank is desirous of purchasing **95 GSM MICR Grade Cheque paper** for said location and has accepted the tender opened on ____/____/20____ submitted by the supplier & the supplier has agreed to perform as set out and subject to the terms & conditions set forth in the said documents mentioned herein under

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz
 - a. Notice inviting Tender
 - b. The Tender Document comprising Notice inviting the tender, Eligibility criteria, General rules & Instruction to tenderers, General Conditions of the Contract, technical specifications of the items , Form of tender, Appendix, PRICE BID (Priced schedule of quantities with specifications),
 - c. Corrigendum to tender document if any.
 - d. Letter from supplier Dt _____ in response to the negotiation meeting discussions held on _____
 - e. Letter of Acceptance issued to supplier by Bank letter No. _____ Dt _____
 - f. Letters from and to the supplier, if any, leading to and prior to acceptance letter
3. In consideration of the payments to be made by the Bank to the supplier the supplier hereby covenants and agrees with the Bank to supply the ORDERED ITEMS to specified location/s and perform the contractual obligations in conformity in all



respects and subject to all terms and conditions/rules as mentioned in the aforesaid documents which shall form part of this agreement.

In witness whereof, the parties here unto have set their respective hands and seals the day and year first above written.

For & on behalf of the
of the
Contractor with seal
seal

For & On behalf
Canara Bank with