

ENQUIRY No. : GAW:SS:SEC:PAPER:ENQ:10:2018-19  
Date: 20/12/2018

(LIMITED TENDER ENQUIRY - ONLY IBA EMPANELLED SUPPLIERS NEED TO APPLY)

**PART A - NOTICE INVITING OFFERS (NIT)**

CANARA BANK, STATIONERY SECTION, Ground Floor, No 234, Featherlite Spectrum, N T Y Layout, Mysore Road, Byatarayanapura, Bangalore - 560026 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 and CTS Watermark as per the specifications stipulated under Part B and Term and conditions specified in Part C.

**1. Item required and Quantity:** 120 Tons of 95 GSM MICR Grade Cheque paper (Width of 43 Cms & 29 Cms) in Reel form (For North Zone: 35 Tons (43 Cms) and South Zone: 85 Tons (40 tons 29cms+ 45 tons 43Cms))

**2. Nature of Bid:** Two Bid System i.e., Technical Bid & Price Bid.

**How to apply:** Bidders can apply for any one of the zone or both zones i.e North Zone and South Zone, but the price shall be quoted for all the centers in a particular zone/s. failing which, the same shall be treated as incomplete tender.

**3. Earnest Money Deposit:** Offers shall invariably be accompanied by EMD amount which shall be Rs.2,00,000/- (Rupees Two Lakhs Only) for the North Zone and Rs.5,00,000/- (Rupees Five Lakhs Only) for the South Zone. The stipulated EMD shall be furnished in the form of **Demand Draft** from any of the Scheduled Commercial Banks in favour of "Canara Bank" payable at Bengaluru or by way of irrevocable **Bank Guarantee** issued by any Scheduled Commercial Bank in India other than Canara Bank with minimum validity period of 6 months from the last date stipulated for submission of bids. The bank guarantee to be so furnished shall also provide for a claim period of 3 months from the last date of validity. The Bank Guarantee shall be furnished as per the format enclosed herewith. The EMD DD/Bank Guarantee shall be furnished separately for each zone and shall be submitted in the technical bid envelope only.

**4. Supply Schedule & Destination:** Delivery of entire quantity shall be made at the printers godowns situated at respective centers in particular zone/s within 50 days from the date of purchase order. Those who are not in a position to supply within 50 days from the date of order need not participate in the tender process.

**5. Last Date and Time for submission of offers:** 05/01/2019 at 3.00 PM. The offers shall be submitted under the two bid concept. The technical bids shall be submitted in a separate sealed cover containing the details as per clause no 4 (nature of bid) under part c (terms and conditions) and DD/BG towards EMD. The second sealed envelope shall contain the price bid

STATIONERY SECTION,  
2,3,4, GROUND FLOOR, "FEATHERLITE SPECTRUM", NEW TIMBER YARD LAYOUT,  
MYSORE ROAD, BYATARAYANAPURA, BENGALURU – 560 026  
Phone: 080 – 2675 9478, 2675 9496 Email: [hostationery@canarabank.com](mailto:hostationery@canarabank.com)

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as per the format enclosed (Part F). Both the envelopes containing technical bid and price bid shall be put together in a third envelope. The said third envelope containing both technical and price bids should be duly superscribed Enquiry No:GAWSS:SEC.PAPER:ENQ10:2018-19 dt.20/12/2018" and should reach the following address on or before **05/01/2019 at 3.00 PM.**

THE ASSISTANT GENERAL MANAGER  
CANARA BANK  
STATIONERY SECTION  
Ground Floor, No 234, Featherlite Spectrum  
NTY Layout, Mysore Road,  
Byatarayanapura  
Bangalore 560 026

6. **Date and time for opening of offers:** Technical Bids will be opened on **05/01/2019 at 4.00 PM.** The Price Bids of those suppliers whose technical bids conform to our specifications, terms & conditions will be opened subsequently as detailed in item No. 8 in Part C (Terms & Conditions).

7. **INTEGRITY PACT:** Integrity Pact format is enclosed as Part-D. The same shall be duly filled on a non-judicial stamp paper of Rs 200/- and submitted along with the offer. Name & details of Independent External Monitor (IEM) identified for this Tender/RFP are as under

- a) Sri Dilip Mavinkurve - dilipmav@gmail.com
- b) Sri Hari Santhosh Kumar - hsantoshkumar50@gmail.com

Only those tenderers, who commit themselves to the above pact with the Bank, shall be considered eligible to participate in the tendering process. Those bids/ tenders which are not containing the above pact shall be liable for rejection. The Integrity Pact forms are part of the contract.

SENIOR MANAGER

<b>PART B TECHNICAL SPECIFICATIONS</b>
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A. Variety of Paper: MICR Grade Cheque Paper with Canara Bank's and CTS Water Mark and should satisfy specifications as per IS 11087/1986.

B. Total quantity required: 120 Tons

(North Zone: 35 Tons , South Zone: 85 Tons)

C. Grammage: 95 GSM )

D. Opacity (%): 80

E. Size & Quantity:

	Size	Quantity
a) North Zone:		
Reel Form:	Width of 43 cms	35 Tons
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b). South Zone:		
Reel Form:	Width of 43 cms	45 Tons
Reel Form:	Width of 29 cms	40 Tons
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	Total	120 Tons

SENIOR MANAGER

**PART C TERMS & CONDITIONS**

1. Eligibility:

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	They should have supplied at least 100 Tons of MICR Grade Cheque Paper in single order to at least one Nationalized Bank within a period of 50 days during the last three financial years viz. 2015-16, 2016-17 and 2017-18.	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- 2015-16, 2016-17 and 2017-18
4	Bidder should be able to supply the entire quantity within 50 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

2. Specification:

- Paper shall be strictly as per specifications in Part-B and shall be supplied with "Canara Bank Water mark" 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.

### 3. Earnest Money Deposit & Security Deposit:

- The Offer shall be accompanied by Earnest Money Deposit as mentioned in the Notice Inviting Tender (refer Part A item No 3).
- **Offers not accompanied by the Stipulated EMD shall be liable for rejection.**
- EMD amount of the bidder whose bid is accepted will be converted into Security Deposit.
- EMD of unsuccessful bidders will be returned after finalizing the L1 bidder.
- The EMD/Security Deposit shall not earn any interest till it is refunded.
- Security Deposit will be refunded after a period of three months and subject to satisfactory supply of entire quantity of paper.

### 4. Nature of Bid:

- Offers are to be submitted in Two Bids., Technical Bid & Price Bid
- Technical Bid shall contain:
  - a. Notice Inviting Offers (Part A)
  - b. Specification (Part B)
  - c. Terms & Conditions (Part C)
  - d. Integrity Pact (Part-D)
  - e. Demand draft/Bank Guarantee towards the EMD amount.
  - f. DULY SIGNED Price Bid as per the FORMAT PROVIDED IN PART - F **WITHOUT MENTIONING THE RATE/PRICE.**
  - g. Documents for complying with the eligibility criteria
  - h. Sample of the Paper proposed to be supplied in response to the RFP.
- All the offer documents shall be duly signed by the supplier on all the pages in due acceptance of the terms and conditions. **Offers containing any conditions other than terms and conditions specified by us are liable to be rejected.**
- Price Bid shall contain Offers quoting the rates destination wise (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. The rate shall be separately quoted for delivery at each destination.
- **L1 rate is arrived based on total cost quoted for all destinations in both zones.** Vendor should quote their rate for all four destinations else quotation will be rejected.
- If L1 vendor backs out, the EMD amount of the respective zone will be forfeited.

### 5. Supply Schedule & Destination:

- Delivery of entire quantity is to be made at the Printers Godowns at the respective centers as specified by us, within 50 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:
  - A. 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.

## 6. 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 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.

## 7. Other conditions:

- Offers shall be valid for 60 days from the last date stipulated for submission 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.
- 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.
- Offers where any/or more of the prescribed conditions are not fulfilled or/are incomplete in any respect are liable to be rejected.
- 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.
- Offers with any conditions other than those stipulated by us are liable for rejection.
- Supplier shall enter into an agreement with the Bank (format as Per PART-E) on a Non Judicial Stamp paper of requisite value. The successful bidder, on acceptance of his tender by the Accepting Authority, shall sign an agreement on stamp paper within 14 days from the date of acceptance of the tender.

## 8. Date and time of opening of offers

- The Technical bids shall be opened as detailed in NIT at the address mentioned therein. Price bids of only those suppliers who qualify in the technical evaluation and conform to our terms and conditions shall be opened. 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.
- The offerers or their authorized representatives are invited to be present at the time of opening of the bids.
- 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.

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- The Bank's decision regarding the acceptance/rejection shall be final and no dispute or negotiation will be entertained in this regard.
- 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.
- If the offerer considers that any decision of the bank is unacceptable and the issue cannot be resolved mutually the offerer may within 15 days of such happening request in writing for arbitration. The bank shall give its written instructions/decisions within a period of 30 days from the receipt of the vendor's letter. All disputes or differences as above shall be referred for arbitration by a Sole Arbitrator in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.
- The seat of arbitration will be at Bengaluru or any legal disputes will be under the jurisdiction of the courts at Bengaluru (Karnataka State).

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 \_\_\_\_\_ 2018, 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 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 (Name of the Stores /Equipment /Item) / 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 Stores/Equipment/Work/Service/Materials 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 he 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 of (Name of the Bank/Financial Institution) 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. FALL CLAUSE

8.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems/services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.

## 9. INDEPENDENT EXTERNAL MONITORS

9.1 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.

9.2 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.

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

9.4 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.

9.5 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.

9.6. 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.

9.7. 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.

9.8. 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.

#### **10. 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.

#### **11. LAW AND PLACE OF JURISDICTION**

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

## 12. 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.

## 13. VALIDITY

13.1. 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.

13.2. 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.

14. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.

### BUYER

Name of the Officer  
Designation  
Name of Wing  
Canara Bank

Witness

- 1)
- 2)

### BIDDER

CHIEF EXECUTIVE OFFICER/AUTHORISED SIGNATORY

Witness

- 1)
- 2)

**PART E**

**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 Asst. General Manager, P & S Section, GA Wing, HO, Bangalore 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 hereunto have set their respective hands and seals the day and year first above written.

For & on behalf of the  
Contractor with seal

For & on behalf of the  
Canara Bank with seal



**PART F**

**Price Bid**

From:

To  
The Asst. Gen. Manager  
**CANARA BANK, HEAD OFFICE**  
Stationery Section  
No 2,3,4, Ground Floor  
Featherlite Spectrum  
NTY Layout, Mysore Road  
Byatarayanapura  
BANGALORE 560 026

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. GAWSS:SEC:ENQ:10:-2018-19 dated:20/12/2018

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):

**A. NORTH ZONE** (Amount in Rupees)

Destination	Reel Form (Width 43 cms)	Rate Per Ton (Excluding GST)	Rate in Words
MUMBAI	10 tons		
DELHI	25 tons		

**B. SOUTH ZONE** (Amount in Rupees)

Destination	Reel Form (Width 43 cms)	Rate Per Ton (Excluding GST)	Rate in Words
MANIPAL	45 tons		

Destination	Reel Form (Width 29 cms)	Rate Per Ton (Excluding GST)	Rate in Words
BENGALURU	40 tons		

<b>TOTAL FOR BOTH ZONES</b>	<b>120 TONS</b>		
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(The above rates are inclusive of Freight, loading, unloading and door delivery charges, transit insurance charges etc., for delivery at each of the above destinations but excluding GST. Applicable GST will be paid extra).

STATIONERY SECTION,  
2,3,4, GROUND FLOOR, "FEATHERLITE SPECTRUM", NEW TIMBER YARD LAYOUT,  
MYSORE ROAD, BYATARAYANAPURA, BENGALURU – 560 026  
Phone: 080 – 2675 9478, 2675 9496 Email: [hostationery@canarabank.com](mailto:hostationery@canarabank.com)

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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

Annexure - 9  
BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

To  
The Assistant General Manager  
Canara Bank,  
Stationery Section G A Wing,  
Head Office Bengaluru - 560 026,  
Karnataka

WHEREAS \_\_\_\_\_ (Name of Tenderer) (hereinafter called "the Tenderer" has submitted its tender dated \_\_\_\_\_ (Date) for the execution of (Name of Contract) \_\_\_\_\_ (hereinafter called "the Tender") in favour of \_\_\_\_\_ 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 performance security, in accordance with clause \_\_\_\_\_ 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. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)  
ii) This Bank Guarantee is valid up to \_\_\_\_\_ 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 \_\_\_\_\_ 2018.

(SIGNATURE & SEAL OF THE BANK)