



Paschim Banga Gramin Bank

Department of General Administration

Head office: Natabar Paul Road, Chatterjee Para More

Tikiapara, Howrah-711101

REQUEST FOR PROPOSAL (RFP)

FOR

EMPANELMENT OF IBA APPROVED SECURITY PRINTERS FOR PRINTING & SUPPLY/DELIVERY OF PERSONALISED/NON PERSONALISED CHEQUE BOOKS AND FDR(FIXED DEPOSIT RECEIPT) ITEMS FOR -3- YEARS

**RFP Ref. No: PBGB/HO/GAD/0448/2024-25 Date: 22/05/2024**

The information provided by the bidders in response to this Request for Proposal (RFP) will become the property of Paschim Banga Gramin Bank and will not be returned. The Bank reserves the right to amend, rescind, cancel or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding upon them. The Bank also reserves its right to accept or reject any or all responses to this RFP without assigning any reason whatsoever.

This document is prepared by Paschim Banga Gramin Bank for selection of Service Provider for supply and installation of 65AH/12V UPS battery at 118 no. of branches in four regions i.e. Howrah, Hooghly, Burdwan & Suri. It should not be reused or copied or used either partially or fully in any form.



**Disclaimer**

While the document has been prepared in good faith, no representation Or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by PASCHIM BANGA GRAMIN BANK or any of its employees, relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The purpose of this RFP document is to provide Bidder with information to assist the formulation of their Proposals. This RFP document does not claim to contain all the information each Bidder may require. The RFP is not an offer by Paschim Banga Gramin Bank, but an invitation for bidder's responses. No contractual obligation on behalf of Paschim Banga Gramin Bank, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of Paschim Banga Gramin Bank and the Bidder. Paschim Banga Gramin 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 document.





**Bid Schedule and Address:**

Tender Reference	RFP Ref No: PBGB/HO/GAD/0448/2024-25 Date: 22-05-2024
Cost of Tender Document	Rs.1500/- (Rupees One thousand five hundred Only)
Date of issue of RFP	22-05-2024
Earnest Money Deposit (EMD)	Rs. 120000/- (Rupees One lac twenty thousand Only)
Date of commencement of sale of tender document	22-05-2024
Last date for submitting queries for the Pre-bid Meeting	On or before 30-05-2024 up to 03:00 PM
Pre bid Meeting/sample presentation and Venue	31-05-2024 at 3:30 PM Paschim Banga Gramin Bank, Head Office Department of General Administration Natabar Pal Road, Tikiapara Howrah - 711101
Last Date and Time for receipts of tender bids	14/06/2024 at 03:00 PM
Opening of Eligibility and Technical Bids	14/06/2024 at 04:00 PM
Opening of Commercial/Price Bid	Will be informed subsequently to eligible & technically qualified bidders.
Website for Online RFP	<a href="https://www.pbgbank.com">https://www.pbgbank.com</a>
Address of Communication	General Manager, Paschim Banga Gramin Bank, Head Office Department of General Administration Natabar Pal Road, Tikiapara Howrah – 711101, West Bengal
Email address	ho.tender@pbgb.co.in
Contact Telephone/Fax Numbers	Tel : 033-26679478/2477
<b>Note:</b> Bank reserves the right to accept or reject in part or full, any or all tenders without assigning any reason whatsoever and without any cost and compensation therefore. Any decision of Bank in this regard shall be final, conclusive and binding on all the Tenderers	

**Note :-**

If last day of submission of bid is declared a holiday under NI Act by the Government or any restriction imposed by Government, subsequent to issuance of RFP the next working day will be deemed to be the last day for submission of the RFP. The Bid/s which is/are deposited after the said date and time shall not be considered.



## Part I - INTRODUCTION

### 1. About PBGB :

**Paschim Banga Gramin Bank** (hereinafter referred to as 'Bank or PBGB') is one of the leading Regional Rural Bank in West Bengal with 230 branches in rural areas across five districts viz. Howrah, Hooghly, Purba Bardhaman, Paschim Bardhaman and Birbhum. The Bank has implemented **Core Banking Solution (CBS)** with Finacle 7.0.18 at the branches and all offices and has been automating all operations in the controlling offices/branches. Bank intends to empanelment of vendor for security printing items.

### 1.1 Introduction :

Paschim Banga Gramin Bank is one of the three Regional Rural Banks in the State of West Bengal having its Head office at Howrah and operating with 230 Branches under 4 Regional Offices at Howrah, Hooghly, Bardhaman & Suri; geographically located across 5 Districts namely Howrah, Hooghly, Purba Bardhaman, Paschim Bardhaman and Birbhum of West Bengal. Paschim Banga Gramin Bank (hereinafter referred to as PBGB/ the Bank), a Regional Rural Bank, constituted under the Regional Rural Bank Act, 1976 having its Head Office at Natabar Paul Road, Chatterjee Para More, Tikiapara, Howrah- 711101, invites proposal from reputed bidders to participate in the competitive bidding for printing & supply/delivery of security items like personalised/non- personalised cheque books and FDR(Fixed Deposit Receipt).

### 1.2 Objective of RFP:

Paschim Banga Gramin Bank Invites Request for Proposal (hereinafter referred to as "RFP" or "Tender") for selection of vendor for printing & supply of Fixed Deposit Receipt (FDR) ,Personalised and Non-Personalised cheque books in branches & Regional offices for three years.The vendor will be engaged for printing & supply of security items from date of acceptance of work Order till completion of the agreed tenure.

### 2. Eligibility Criteria

The eligibility criteria to participate in bidding process are mentioned below. Only those bidders, who satisfy all the eligibility criteria as mentioned herein below, may respond. Document in support of all eligibility criteria is required to be submitted in Eligibility Bid. Offers received from the bidders who do not fulfil all or any of the following eligibility criteria are liable to be rejected.

S.N.	Eligibility Criteria	Documents to be submitted in support of Eligibility Criteria	Whether Complied (Yes/No)
1	Must be an <b>IBA approved</b> Security Form Printer with IBA Approved printing locations. Must have a full-fledged office and printing office at Kolkata / Howrah or nearby.	Certificate given by IBA should be enclosed. Bidder should submit an undertaking on their letter head.	
2	The Bidder should be a Corporation Organization/PSU/PSE/Private/Public Limited Indian Company/ Partnership/Proprietorship firms under	Copy of the Partnership deed/ Proprietorship/Bye Laws (MOA+AOA)/Certificate of incorporation issued by Register of	





	Indian Laws. The Bidder shall submit the certificate of Incorporation along with the Technical Bid in respect of this requirement. Note: Limited Liability Partnership (LLP) organizations not be eligible.	Companies along with Memorandum & Articles of Association and full address of the registered office.	
3	The Bidder should be a Profit making firm (Net profit). Should have Average Rs. 50 Lakhs Turnover per year for last 3 years	Copy of the Audited Balance Sheet for past 3 years.	
4	Printer shall not be defaulter to any tax/Govt. Authorities/statutory dues etc.	Bidder should submit an undertaking on their letter head.	
5	Must have experience of printing Security Forms of at least <b>-5- years</b> & must be empanelled with at least <b>3</b> RRB/PSB/Commercial Banks etc. for during previous 3 years and have never been black listed by any bank.	Copy of Work Order, Completion Certificate given by respective Banks to be submitted.	
6	Must have in-house all infrastructure / software to print cheques with all requisite features including VOID pantograph and UV logo of Bank as per up-to-date CTS standard /guidelines.	Declaration on letter head regarding infrastructure & VOID pantograph verification is to be submitted – Enclose Xerox copy of printed Instruments.	
7	Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs.)	Letter of confirmation from Bidder	
8	The Bidder to provide an undertaking on his letter head that all the functional and technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by the Bidder.	Letter of confirmation from Bidder	
9	Printer should have necessary security arrangements like CCTV cameras, Fire extinguishers, electronic doors, frisking/checking and searching of staff/visitor at the time of entry and exit.	Letter of confirmation from Bidder	
10	Bidder must be an Income Tax assessee for last 3 FY	ITR for past 3 FY	
11	Must have a valid license & registration with commercial tax department	License & Registration receipt	
12	Must have a valid PAN, TAN and GST No.	Relevant documents	

**Note: Documents supporting / confirming the above mentioned data must be submitted by the bidder without any deviation. Failure to submit above mentioned documents will disqualify the bidder from further process.**



## Part –II: INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS

### 1. Invitation for Bids

The PBGB invites sealed tenders comprising of Eligibility Bid, Technical bid and Commercial bid from experienced perspective bidders having proven capabilities for printing & supply of Fixed Deposit Receipt (FDR), Personalised and Non-Personalised cheque books in branches & Regional offices for three years.

The prospective bidder is required to adhere to the terms of this RFP document and any deviations to the same shall not to be acceptable to Bank. Sealed offers / Bids (Bid) prepared in accordance with this RFP should be submitted as per details given in the Bid Control sheet. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion.

### 2. Due Diligence

The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the RFP document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect will be at the Bidder's own risk and may result in rejection of the Bid and for which Bank shall not be held responsible.

### 3. Tender Document and & Fee

A complete set of tender document can be obtained from the following address during office hours on all working days on submission of a written application along with a non-refundable fee of **Rs.1500/- (Rupees One thousand five hundred Only)**.

A complete set of tender documents can also be downloaded from Bank's website [www.pbgbank.com](http://www.pbgbank.com). The Cost of tender documents shall be paid through NEFT mode or by Demand Draft / Banker's Cheque / Pay Order drawn in favour of Bank payable at Kolkata. The bidder has to provide the Bank the UTR no. generated after the NEFT (hard copy of the receipt generated should be submitted along with the bid documents), failing which the bid of the concerned bidder will be rejected. The Cost of tender document is non-refundable.

In case of bidders being an MSME under registration of any scheme of Ministry of MSME, they are exempted from the submission of EMD and the Tender Cost / Fee. A valid certificate in this regard issued by the Ministry of MSME has to be submitted along with the bid.





The Bank details are as below:

Bank details for Tender Fee	Address for Obtaining printed copy of RFP
Account Number-10011082030033 Account Name- TENDER FEES Branch- HEAD OFFICE IFSC- UCBA0RRBPBG	Paschim Banga Gramin Bank Head Office : Natabar Pal Road, Chatterjee Para More, Tikiapara, Howrah, West Bengal - 711101

#### 4. Earnest Money Deposit

The Bidder(s) must submit Earnest Money Deposit along with Eligibility Bid in the form of Bank Guarantee valid for a period of 180 days, with a further claim period of 30 days from the date of opening of Eligibility Bid in the format given in **Annexure VI**, in favor of Paschim Banga Gramin Bank payable at Kolkata for an amount mentioned hereunder:

Particulars of Job to be undertaken	EMD
RFP for printing and supply of security items for branches spread across four regions of Bank i.e. Howrah, Hooghly, Burdwan and Suri	Rs.120000/- (Rupees One lac twenty thousand Only)

Non-submission of Earnest Money Deposit will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the selection process. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee.

The EMD will not bear any interest and it may be forfeited under the following circumstances:

- If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid).
- If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- The bidder violates any of the provisions of the terms and conditions of this tender specification.
- In case of the successful bidder, if the bidder fails:
  - To sign the contract in the form and manner to the satisfaction of BANK. To furnish Performance Bank Guarantee in the form and manner to the satisfaction of BANK within the stipulated time period.

#### a) Rejection of the Bid

The Bid is liable to be rejected if:

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- a. The document does not bear signature of authorized person on each page signed and duly stamp.
- b. It is received through Fax/E-mail.
- c. It is received after expiry of the due date and time stipulated for Bid submission.
- d. Incomplete Bids /Conditional Bids/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- e. Non-submission of Integrity pact or any other documents mentioned in the RFP shall be liable for rejection
- f. Bidder should comply with all the points mentioned in the RFP. Noncompliance of any point will lead to rejection of the bid.
- g. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
- h. Non-submission of Pre Contract Integrity Pact as per format given in **Annexure – G**.

## **5. Pre Bid Meeting**

The queries for the Pre-bid Meeting should be reached by email on or before the date mentioned in the Bid Control Sheet by e-mail to **ho.tender@pbgb.co.in** It may be noted that no query from any bidder shall be entertained or received after the above mentioned date. Queries raised by the prospective bidder and the Bank's response will be hosted at Bank's web site and sent to each individual bidder. The Pre-Bid Meeting schedule is mentioned in bid control sheet.

## **6. Modification and Withdrawal of Bids**

No bid can be modified by the bidder subsequent to the closing date and time for submission of bids. In the event of withdrawal of the bid by successful bidders, the EMD will be forfeited by the Bank.

## **7. Information Provided**

The RFP document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document.

## **8. Clarification of Offer**

To assist in the scrutiny, evaluation and comparison of offers/bids, Bank may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of Bank in this regard shall be final, conclusive and binding on the bidder.

## **9. Late Bids**

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Any bid received by the Bank after the deadline (Date and Time mentioned in Bid Details table / Pre Bid / subsequent addenda / corrigenda) for submission of bids will be rejected and / or returned unopened to the bidder.

### **10. Issue Of Corrigendum**

At any time prior to the last date of receipt of bids, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a Corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP.

### **11. For Respondent Only**

The RFP document is intended solely for the information to the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.

### **12. Disclaimer**

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers.

### **13. MSME Bidder**

Any enterprise registered under Udyam registration as Micro and Small Enterprise (MSEs), having valid Udyam registration certificate and/or Udyog Aadhaar (UAM) and category valid as on bid submission date are eligible to avail the benefits under the policy. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service.

#### **A. Exemption:**

To reduce transaction cost of doing business, MSEs will be facilitated by providing them tender documents free of cost, exempting MSEs from payment of earnest money deposit, adopting e-procurement to bring transparency in tendering process. However, exemption from paying Performance Bank Guarantee is not covered under the policy. MSEs may also be given relaxation in prior turnover and prior experience criteria during the tender process, subject to meeting of quality and technical specifications. However, there may be circumstances (like procurement of items related to public safety, health, critical security operations and equipment, complex and critical services, procurement of product of high importance and urgent products etc.) where procuring entity may prefer the vendor to have prior experience rather than giving orders to new entities.





## **B. Purchase preference to Micro and Small Enterprises (MSEs):**

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.

### **14. Costs Borne by Respondents**

All costs and expenses incurred by Recipients / Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the Recipient / Respondent.

### **15. No Legal Relationship**

No binding legal relationship will exist between any of the Recipients / Respondents and Bank until execution of a contractual agreement.

### **16. Cancellation of Tender Process**

PBGB reserves the right to accept or reject in part or full any or all offers at its sole discretion at any stage without assigning any reason thereof and without any cost or compensation therefor. Any decision of PBGB in this regard shall be final, conclusive and binding upon the bidders.

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

### **17. Corrupt And Fraudulent Practices**

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:

"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**

"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.

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.

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.

### **18. Non-Transferrable Offer**

This Request for Proposal (RFP) is not transferable. Only the bidder who has purchased this document in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process.

### **19. Address of Communication**

Offers / bid should be addressed to the address given in bid control sheet.

### **20. Period of Bid Validity**

Bids shall remain valid for one year after the date of bid opening prescribed by BANK. BANK holds the rights to reject a bid valid for a period shorter than 1 year as non-responsive, without any correspondence. In exceptional circumstances, BANK may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A bidder acceding to the request will neither be required nor be permitted to modify its bid. A bidder may refuse the request without forfeiting its bid security. In any case the bid security of the bidders will be returned after completion of the process.

### **21. No Commitment to Accept Lowest or Any Bid**

Bank shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. Bank reserves the right to make any changes in the terms and conditions of purchase. Bank will not be obliged to meet and have discussions with any vendor, and or to listen to any representations.

### **22. Errors and Omissions**

Each Recipient should notify Bank of any error, omission, or discrepancy found in this RFP document in the form of pre-bid queries within time as given in control sheet.

### **23. Acceptance of Terms**





A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP.

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient ground for annulment of the award, in which event, bank may award the contract to the next best value bidder or call for new proposals from the interested bidders.

In such a case, Bank shall appropriate the EMD/invoke the PBG of the successful bidder.

#### **24. RFP Response**

If the response to this RFP does not include the information required or is incomplete or submission is through Fax or through e-mail, the response to the RFP is liable to be rejected.

All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

#### **25. Preliminary Scrutiny**

Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether all the necessary information supported by documentary evidences are submitted as per prescribed method. Offers not meeting the prescribed guidelines and or with incorrect information or not supported by documentary evidence, wherever called for, would summarily be rejected. However, Bank, at its sole discretion, may waive any minor non-conformity or any minor irregularity in an offer. Bank reserves the right for such waivers and this shall be binding on all vendors.

#### **26. Notification**

Bank will notify the Respondents in writing as soon as possible about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. Bank is not obliged to provide any reasons for any such acceptance or rejection.

#### **27. Erasures or Alterations**

The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialed / authenticated by the person/(s) signing the Bid.

#### **28. Clarifications on and Amendments to RFP Document**





Prospective bidders may seek clarification on the RFP document by letter/fax/e-mail till the date mentioned in the bid control sheet. Further, at least 7 days' time prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from prospective bidders, modify the RFP contents by amendment. Clarification /Amendment, if any, will be notified on Bank's website.

### **29. Language of Bids**

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Bank shall be in English language only.

### **30. Authorized Signatory**

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by person who is duly authorized by the Board of Directors / Competent Authority of the bidder or having Power of Attorney.

The bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the bank, with regard to the obligations. The selected bidder shall submit, a certified copy of the resolution of their Board, authenticated by Company Secretary along with Power of Attorney duly stamped, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond.

**The bidder shall furnish proof of signature identification for above purposes as required by the Bank.**

### **31. Submission of Offer – Two Bid System**

Bank will follow Two Bid System i.e., Separate Eligibility & Technical bid. **Eligibility Bid** – containing Eligibility Information, Tender Fee, Earnest Money Deposit in the form of Bank Guarantee OR certificate from Ministry of MSME (wherever required) and Integrity Pact, **Technical Bid** – containing Technical Information, Masked Commercial Bid & Technical Bill of Materials and **Commercial Bid** – containing indicative Price Information.

The Eligibility and Technical Offers should be complete in all respects and contain all information asked for, in the exact format of eligibility and technical specifications given in the RFP, except prices along with the Tender Fee, Earnest Money Deposit in the form of Bank Guarantee and the Integrity Pact on a non-judicial stamp paper of requisite value. Tender Offer forwarding letter prescribed in Annexure – A should be submitted with the Eligibility / Technical Offer. The Eligibility and Technical offers must not contain any price information. Bank, at its sole discretion, may not evaluate Eligibility or Technical Offer in case of non-submission or partial submission of eligibility or technical details. Any decision of Bank in this regard shall be final, conclusive and binding upon the Bidder. The Technical bid should have documentary proof in support of Eligibility Criteria and Annexures.

The entire RFP, Pre-bid responses along with all the Addenda and Corrigenda should be stamped & signed by the authorized signatory of the participating Bidder and to be





submitted to the Bank with all other documents as part of the Eligibility bid. The envelopes separately should contain the documents in the order mentioned in the following diagram.

The Commercial Offer (Soft copies) should contain all relevant price information as per **Annexure E**

All pages and documents in individual bids should be numbered as page no. – (Current Page No.) of page no – (Total Page No.) and should contain tender reference no. and Bank 's Name.

**Note:**

- 31.1 The Technical bid should be complete in all respects and contain all information asked for, except prices. The documentary proof in support of all Eligibility Criteria should be submitted along with Eligibility Bid.
- 31.2 Hard copy of Tender Fee, Earnest Money Deposit, Integrity Pact and documents executed on non-judicial stamp paper should be sent on the address given in the control sheet on or before bid submission date.
- 31.3 Bidders to submit a **masked commercial Bid** i.e., by hiding price commercial bid as per Annexure D with technical bid envelope to be submitted.
- 31.4 The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- 31.5 Canvassing of any kind or Bid submitted with false information will be a disqualification.
- 31.6 The bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid over the price validity period.
- 31.7 Prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the price validity period.
- 31.8 Further, subsequent to the orders being placed, the Bidder shall pass on to Bank all fiscal benefits arising out of reductions in Government levies /taxes.
- 31.9 The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves the right to accept or reject any bid.
- 31.10 Printed literature (for specific product and version numbers) describing configuration and functionality should be provided to the Bank for the products proposed to be supplied for the project. It should be noted that the product proposed will have to be supplied with all the software updates/fixes, if any, and associated documents. The bidder shall not quote for the products, whose End of sale/ End of Support/End of License has been declared by the OEM.
- 31.11 The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- 31.12 Bids once submitted shall not be returned to the Bidder in future. The selected bidder must adhere to the terms of this RFP document.

**32. Preference to Make in India**





The policy of the Govt. of India to encourage "Make in India" and promote manufacturing and production of goods and services in India, "Public Procurement (Preference to Make in India), Order 2017 and the revised order issued vide GOI, Ministry of Commerce and Industry, Department for Promotion of Industry and Internal trade, vide Order No. P-45021/2/2017-PP (BEI) dated 04.06.2020 will be applicable for this tender.

**Purchase Preference:** In procurement of all goods, services or works in respect of which Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only "Class-I Local Supplier", as defined under the order, shall be eligible to bid irrespective of purchase value.

In procurements of goods or works which are divisible in nature, the "Class-I Local Supplier" shall get purchase preference over "Class-II Local Supplier" as well as "Non-Local Supplier", as per following procedure:

- Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- If L1 bid is not a 'Class-I local supplier', 50% of the order quantity in total shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price for remaining quantity and so on , and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers then such balance quantity may also be ordered on the L1 bidder.

In procurement of goods or works which are not divisible in nature and in procurement of services where the bid is evaluated on price alone, the 'Class-1 local supplier' shall get Purchase Preference over 'Class-II Local Supplier' as well as 'Non Local Supplier' as per following procedure:

- Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class – I Local Supplier ', the contract will be awarded to L1.
- If L1 is not 'Class –I Local Supplier, the lowest bidder among the 'Class-I Local Supplier ', will be invited to match the L1 price subject to Class –I local suppliers quoted price falling with in the margin of purchase preference and the contract shall be awarded to such 'Class -I Local Supplier' subject to matching the L1 price.
- In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier ' with the next higher bid within the margin of Purchase Preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case of none of the 'Class-1 Local Supplier' within the margin of Purchase Preference matches the L1 price, the contract may be awarded to the L1 bidder.
- "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.





### **33.1 For the purpose of Preference to Make in India, Order 2017 (PPP-MII Order):**

- "Local content" means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- "**Class-I Local supplier**" means a supplier or service provider whose product or service offered for procurement has local content equal to or more than 50%.
- "**Class-II local supplier**" means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.
- "**Non-Local Supplier**" means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
- "**Margin of purchase preference**" means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

### **33.2 VERIFICATION OF LOCAL CONTENT:**

- a. The 'Class-I local supplier'/'Class-II Local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self – certification that the item offered meets the local content requirement for 'Class –I Local Supplier'/'Class –II Local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In case of procurement for a value in excess of Rs 10 Crores, the 'Class-I Local Supplier/'Class-II Local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

The local supplier at the time of submission of bid shall be required to provide a certificate as per **Annexure-V** from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content

The Bank shall follow all the guidelines/notifications for public procurement.

### **33. Restriction On Procurement Due to National Security**

Any bidder from a country sharing a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT). A copy of the valid Certificate to be attached with the Bid. Certificate as per the Annexure T to be attached along with the Bid. Vide Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.





Reference is made to Government of India order F. No. 7/86/2020/BOA-I dated 07.08.2020 on restrictions on procurements from bidders from a country or countries, on grounds of defence in India, or matters directly or indirectly, related thereto, including national security.

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- iv. The beneficial owner for the purpose of (iii) above will be as under:

In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

**Explanation:**

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  1. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;





2. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  3. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  4. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

#### **34. Adoption of Integrity Pact**

Bank has adopted practice of Integrity Pact (IP) as per CVC guidelines. The Integrity Pact essentially envisages an agreement between the prospective vendors / bidders / sellers, who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids for the purchase of Goods, Services, and Consultancy etc. not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected. The essential ingredients of the Pact include:

- i. Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- ii. Principal to treat all bidders with equity and reason
- iii. Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally
- iv. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
- v. Bidders not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
- vi. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- vii. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- viii. For Joint Ventures (JV) entities, Integrity Pact should be signed by all partners.
- ix. In case of foreign contractor, details of their Indian counterpart should be submitted to Bank by the vendor.

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the



same would entail disqualification of the bidders and exclusion from future business dealings. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as **Annexure G** for strict compliance.

### **35. Other Terms and Conditions**

- a. **Cost of preparation and submission of bid document:** The bidder shall bear all costs for the preparation and submission of the bid. Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.
  - b. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part.
  - c. The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to reject any or all offers or cancel the whole tendering process due to change in its business requirement.
  - d. **Response of the Bid:** The Bidder should comply all the terms and conditions of RFP.
  - e. The bidder is solely responsible for any legal obligation related to licenses during contract period for the solution proposed and Bidder shall give indemnity to that effect.
  - f. Bank shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. Bank has the right to re-issue tender/bid. Bank reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. Bank will not be obliged to meet and have discussions with any bidder, and / or to listen to any representations once their offer/bid is rejected. Any decision of Bank in this regard shall be final, conclusive and binding upon the bidder.
- 35.1 The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
  - 35.2 Canvassing of any kind or Bid submitted with false information will be a disqualification.
  - 35.3 The bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid over the price validity period.
  - 35.4 Prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the price validity period.
  - 35.5 Further, subsequent to the orders being placed, the Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies /taxes.
  - 35.6 The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves the right to accept or reject any bid.
  - 35.7 Printed literature (for specific product and version numbers) describing configuration and functionality should be provided to the Bank for the products proposed to be supplied for the project. It should be noted that the product proposed will have to



be supplied with all the software updates/fixes, if any, and associated documents. The bidder shall not quote for the products, whose End of sale/ End of Support/End of License has been declared by the OEM.

- 35.8 The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection
- 35.9 Bids once submitted shall not be returned to the Bidder in future.





## Part –III: BID OPENING AND EVALUATION CRITERIA

### 1. Stages of Evaluation

There would be Three (3) stages for evaluation process.  
The Stages are:

- I) Eligibility Criteria Evaluation
- II) Technical Evaluation
- III) Commercial Evaluation

### 2. Evaluation Methodology

The objective of evolving this evaluation methodology is to facilitate the selection of the most cost-effective solution (Total Cost of Ownership) over contract period that appropriately meets the requirements of the Bank.

#### 2.1 Eligibility Evaluation:

The Eligibility would be evaluated first for the participating bidders. The bidders, who would qualify all Eligibility Criteria as mentioned in **Part-1, Clause 2**, will be shortlisted for the technical bid evaluation.

#### 2.2 Technical Evaluation:

In Technical evaluation process, the technical bid of only eligible bidders would be evaluated. The Technical evaluation will be done on the basis of comply chart provided by bidder as per Scope of work in Part IV and Technical requirements as per Annexure – R. The Bidder should comply all points in scope of work in Part IV and all technical requirements in Annexure – R.

Non-compliance of any point either in scope of work or any technical requirements in Annexure-R may lead to rejection from the further bidding process. After technical evaluation commercial bids of only eligible and technically qualified bidders will be opened.

The Technical evaluation will be done on the basis of comply chart provided by bidder as per Scope of work in Part IV and Technical requirements as per **Annexure – II**.

#### 2.3 Commercial Evaluation

The format for quoting Indicative commercial bid set out in **Annexure – III**. The indicative commercial bids of only eligibility and technically qualified bidders will be opened and evaluated by the Bank and the evaluation will take into account the following factors:

- a. The Bill of Material must be attached as well as Indicative Commercial Bid. Any deviations from the Bill of material/ non submission of prices as per the format shall make the bid liable for rejection.





- b. The L1 bidder will be selected on the basis of the amount quoted in the commercial bid for the proposed solution. Lowest quote based on Total Cost of Ownership (TCO) in the commercial bid will be considered as the L1 bidder. However, in case of any discrepancy in calculation, unit cost for components & services shall prevail and TCO will be calculated accordingly.
- c. The bidder will be solely responsible for complying with any applicable Export / Import Regulations. The Bank will no way be responsible for any deemed Export benefit that may be available to the bidder.
- d. The quoted TCO (Total Cost of Ownership) identified in the Commercial bid would be the basis of the entire outflow of the Bank for undertaking the scope of work.
- e. In case there is a variation in value between numbers and words; the value mentioned in words would be considered.
- f. In the event the vendor has **not quoted / not mentioned / left blank** item(s) in the commercial bid or **quoted less nos. of links**, for evaluation purposes the lowest value for that item(s) / remaining links among other submitted bids would be used to calculate the TCO, based on which the L1 bidder will be selected. However, for the purposes of payment and finalization of the contract, **the value of zero cost** in the unfilled item(s) would be used.
- g. The optimized TCO (Total Cost of Ownership) identified in the commercial bid would be the basis of the entire outflow of the Bank for undertaking the scope of work. Any further hardware, software, licenses required to meet the performance criteria of the Bank as stated in the RFP, during the tenure of the project, would be at the cost of the Bidder.
- h. No counter condition/assumption in response to commercial bid will be accepted. Bank reserves the right to reject such bid.

### 3 Normalization of bids:

The Bank has discretion to go through a process of Eligibility evaluation followed by the technical evaluation and normalization of the bids to the extent possible to ensure that eligible bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the eligible bidders to re-submit the technical and commercial bids once again for scrutiny.

The resubmissions can be requested by the Bank in the following two manners:

- Incremental bid submission in part of the requested clarification by the Bank.
- Revised submissions of the entire bid in the whole.

The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The eligible bidder/s have to agree that they have no reservation or objection to the normalization process and all the technically short listed bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The shortlisted bidder/s, by submitting the response to this RFP, agrees to the process and conditions of the normalization process.

### 4 Award of Contract





The contract shall be awarded to and the order shall be placed with selected L1 bidder based on the price quoted by the bidder in Commercial evaluation process. The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. Conditional or qualified acceptance shall be rejected. The effective date for start of provisional contract with the selected bidder shall be the date of acceptance of the order by the bidder. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.





**PART -IV**  
**SCOPE OF THE WORK**

1. Printing of Bank's Security items as per Bank's specification)
  - a) The objective of this Request For Proposal is to select IBA approved security printers who are eligible, interested and capable of supplying on time, different types of as per Bank's requirement/Purchase Order.
  - b) The success Bidder has to supply on time the Security Items to different Branches and Regional Offices of the Bank as per Bank's specification and requirement.

**i) Specifications of Personalised cheque Books:**

1. The size and other specifications of the cheques, requisition slips, record slips etc. shall be as per RBI/IBA/NPCI/BANK's specifications for CTS 2010 compliant MICR instruments.
2. The sequence of placing Branch/Customer Details slip ,Record slips ,cheque leaves and Requisition slip for next Cheque Book shall be as under (from top to bottom):
  - a. Branch/ Customer Details slip containing name, address, account no. etc. on top.
  - b. Record slip with a notch at the bottom on the number portion of the cheque so that next cheque number becomes visible, next to Branch/Customer Details slip.
  - c. Cheque Leaves in serial below the Record slips.
  - d. Requisition slip for next Cheque Book at the last but five cheque leaves.
3. The Cheque Book Top and bottom cover pages shall be made of glazed Art paper of 170 gsm with 4-colour printing.
4. The Cheque Books shall be double stitched at the left side and spine to be pasted with cover in Perfect Binding style.
5. The specifications as stated above may change as per regulatory guidelines/Bank's requirements from time to time.
- 6.

**ii) Printing of Personalised Cheque Books:**

1. Cheque Leaves shall be printed on Standard CTS MICR paper. Other material like paper for record slips, Art paper for cheque book cover pages also shall be of standard quality All CTS MICR instruments shall be printed with pre-printed fields as per RBI & IBA guidelines with good quality MICR ink. Printing with MICR ink shall be done in temperature and humidity controlled atmosphere and registration of ink should be within the RBI & IBA specifications.
2. A Master file containing branch wise particulars of the account requesting for issuance of 9 cheque books shall be provided by the Bank to the printer through SFTP on daily basis.
3. The text file will contain following fields:
  - a. Account Number (14 digit),
  - b. Account Holders Name (s) (to be printed on cheque leaves and requisition slip), Address.
  - c. Sol ID of Branch,
  - d. Account type (SB/CA/CC/OD),
  - e. Branch IFS Code,
  - f. Number of leaves requisitioned
  - g. Customer Constitution code
  - h. special 6 character alpha-numeric code All relevant data required to be incorporated as per Bank's specimen / sample. The file structure or personalization data may be changed at any time as per requirement of the Bank.
4. Regulatory guidelines at a later stage may require printing of other information also, and such information will also be provided in the above file as and when required.





### iii) Printing of Variable Data on Personalised Cheque Book:

1. Printer shall carry out printing of all variable data on personalised cheque books as per the details appended below:-

#### **A. Cheque Leaves:**

- a. Bank's logo & Bank's Name (Both in English & Hindi) will be printed on the extreme left upper corner of cheque leaves.
- b. Address of the Branch in English on the top left side, just after the name of the Bank in Hindi & English.
- c. IFS code shall be printed just below the address of the Bank.
- d. Date box will be printed on extreme right upper side as DD/MM/YYYY format. "VALID FOR THREE MONTHS ONLY" will be printed just above the date box.
- e. A special 6 character alpha-numeric code will be printed just before the Date box.
- f. 14-digit Account Number in bold in the box provided for the same,
- g. Type of Account like Saving Account/ Current Account etc. horizontally outside the box for account number in English followed by some abbreviation of the printer.
- h. Name of the account holder at right hand bottom side below the space for signatures & just above 'Please sign above' For individual's accounts, as per customer constitution, only title of the account and for other accounts, 'For....(title of a/c).....and 'Authorized Signatory(ies)' is to be printed,
- i. **Cheque serial number shall be printed in body of the cheque also**, in addition to in MICR band, vertically on extreme left hand side.
- j. Cheque serial number, MICR sort code and Transaction code shall be printed with MICR ink at the appropriate place in the MICR band,
- k. Date of printing of cheque book and short name of printer along with 'CTS-2010' shall be printed vertically on extreme left hand side of each cheque leaf and Cheque Book Requisition Slip.

#### **B. Customer /Branch Details slip:**

- a. Bar code as per Postal dept/Couriers' requirements,
- b. Date and some statistical data,
- c. Name and Address of the account holder on the left hand side
- d. If undelivered, please returns to PaschimBangaGramin Bank ; Head Office.
- e. The fields printed as per (a) to (d) above should be visible from window cut in top cover of the cheque book as well as the envelope,
- f. On right hand top corner
  - (i) Name of the customer
  - (ii) Branch Name
  - (iii) Branch Address,
  - (iv) Customer ID,
  - (v) Account No. (vi) IFS Code &
  - (vii) Cheque series From Number - To Number, g. The fields printed as per (f) above would not be visible from window cut in top cover of the cheque book as well as from window of the envelope.

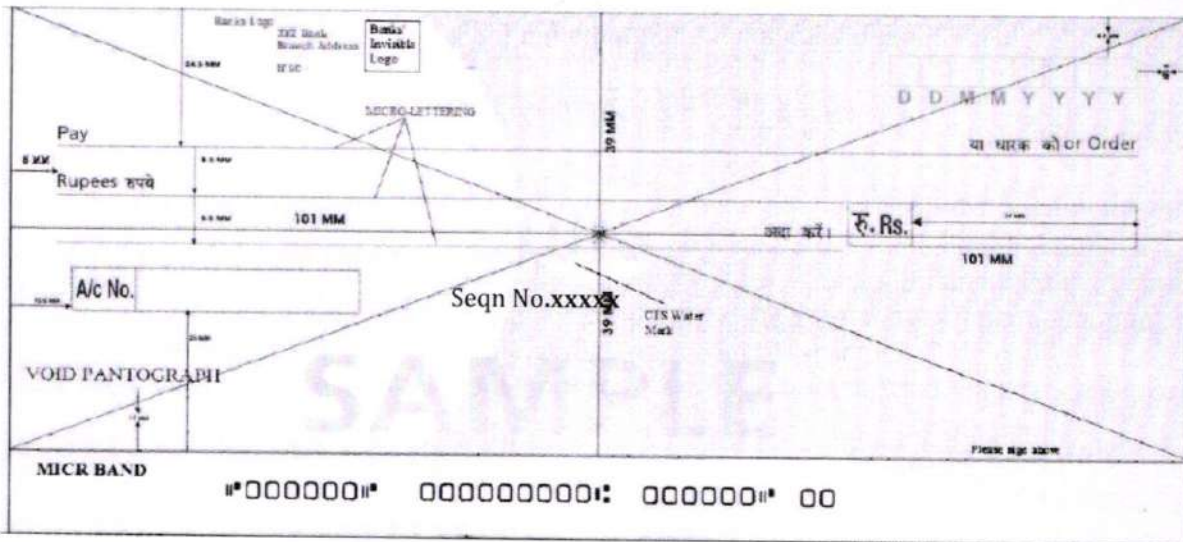




- At any point of time Bank officials may carry out checking during printing & processing stage or before packing at the works site of the printer. Printer shall facilitate required space and infrastructure for the same.
- The estimated quantity and delivery location for printing & supply of security items are:

Product (SB/CA/CC/OD)	Details	Estimated Quantity per quarter	Delivery Location
Personalized Book	Cheque	6000 Books	Branch
Non-Personalized Book	Cheque	7000 Books	Regional Office
FDR books		1000 Books	Regional Office

• **SAMPLE OF CTS-2010 CHEQUE**





## Part-V (Other Details)

### 1. Order Details

The purchase order will be placed by the Bank from its Head Office, DIT in the name of selected bidder(s) as per requirement. The payment will be made by Head Office, DIT or concerned department and the Performance Bank Guarantee for the order will be required to be submitted in the same office.

### 2. Contract Period

The tenure of the Contract will be for a period of **3 (three) years** from the date of issue of work order unless terminated earlier by the Bank by serving 90 days' prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefore. However, after the completion of initial period of 3 (three) years, the contract may be extended/renewed for further period and on mutually agreed terms and conditions and rate.

The selected bidder is required to enter into a Service Level Agreement (SLA), the format whereof is to be supplied by the Bank

### 3. Terms of Payment

The terms of payment shall be as follows:

- a. No advance payment would be done against purchase order. TDS etc. will be deducted at source as per the prevailing Tax Rules.
- b. 100% of the value of the undisputed invoice shall be paid within one month from date of receipt of invoice along with original delivery proof duly signed by bank's official.
- c. If any penalty is imposed for non-payment of local taxes etc. shall be borne by the vendor.
- d. If the work is not found to be of good quality as per the specification given by the bank then the Bank will have the right to apply penalty or make suitable deductions from the payable amount or material delivered will be rejected without paying any price / compensation. The decision of the Bank in this regard will be final.

### 4. Delivery Schedule/TAT

Every day in the morning / evening encrypted data file will be shared to the identified printer for printing cheque books (day T). The printer will print the cheque books and arrange to hand over to postal authority or courier for delivery on T+1 day. On the same day, printer will send the details of cheque books dispatched along with dispatch details through SFTP to bank. Necessary MIS reports shall also be provided Region wise as per Bank's requirement.

### 5. Penalty

The Bank shall have the right to impose penalty on vendor as under:



1. In case of late delivery of security items by the vendor, 1 % per week of the value of undelivered portion of the work order after 15 days from the date of order, subject to maximum of 10% of the undelivered portion of the equipment.

2. In case of any problem in the security printing items, it should be rectified in maximum 3 hours. Failure to do so will attract penalty @ 0.1% of TCO charges per hour subject to maximum of 10% of TCO charges will be recovered from the vendor.

3. The purchaser is entitled to deduct the penalty from the purchase price or any other amount, which is due to supplier from this contract, or any other contract or by invoking of any Bank Guarantee of the bidder submitted with the Bank.

## **6. Liquidated Damage**

Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (one percent) of the one-year TCO will be charged for every week's delay in installation beyond stipulated timeline subject to a maximum of 10% of the total cost of ownership. Bank will have right to recover these amounts by any mode such as adjusting from any payments to be made to the Bidder or from the performance Bank Guarantee. Liquidated damages will be calculated per week basis.

The Bank reserves its right to recover these amounts by any mode including adjusting from any payments to be made by the Bank to the Bidder. Bank may invoke the Bank Guarantee for further delay in in delivery & migration.

## **7. Sub-Contracting**

As per scope of this RFP, sub-contracting is not permitted.

## **8. Paying Authority**

The payments as per the Payment Schedule covered hereinabove shall be paid by GAD, Head Office or concerned department. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc. Following Documents are to be submitted for Payment:

- Invoice in Triplicate
- Duly receipted Delivery Challans
- Original Octroi Receipts, if any
- Installation Report, counter signed by an authorized official from the delivery site, if any.

## **9. Performance Bank Guarantee**

The Selected Bidder, within 15 days from the date of master purchase order issued under this RFP will have to furnish a Performance Bank Guarantee, format as per Annexure – E, issued by any scheduled commercial bank (other than Bank) equivalent to 10% of the total project cost valid for 63 months (60 months + a claim period of 3 months) from the





date of purchase order. Upon furnishing the Performance Bank Guarantee, the EMD of the bidder shall be returned.

The Performance Bank Guarantee shall act as a security deposit and either in case the bidder is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the bidder is not able to fulfill any and all conditions specified in the document or is unable to complete the project within the stipulated time and such breach remains uncured within such period as mentioned in the termination clauses.

The bidder shall be responsible for extending the validity date and claim period of Performance Bank Guarantee as and when it is due on the account of non-completion of the project and warranty period.

### **10. Price Validity**

The bidder shall keep the price valid for a period of 12 months from the date of submission of bid. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder.

Prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the validity period.

Further, subsequent to the orders being placed/agreement executed, the Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies/taxes.

The Bidder has to take extra caution while preparing bid with due care of commercial bid. Any misappropriation, calculation error, mismatch, assumption, deviation may lead to cancellation of the bid.

### **11. Single Point of Contact**

The Bidder shall appoint a single point of contact, with whom Bank will deal, for any activity pertaining to the requirements of this RFP.

### **12. Taxes**

- a. Bidder shall be solely liable for the payment of all taxes, duties, fines, penalties, etc., by whatever name called as may become due and payable under the local, state and/or central laws, rules and/or regulations as may be prevalent and as amended from time to time in relation to the services rendered pursuant to this agreement. The Bank may in its discretion, but without being bound to do so, make payment of





- Taxes, duties as aforesaid and in the event of such payment, Bank shall be entitled to deduct the payment so made from the payment due to Bidder in respect of Bills.
- b. The Bank shall not be liable nor responsible for collection and / or payment of any such taxes, duties, fines, penalties etc., by whatever name called, that are due and payable by Bidder, under the local, state and/ or central laws, rules and /or regulations as may be prevalent and as amended from time to time.
  - c. Nothing contained herein shall prevent the Bank from deducting taxes deductible at source as required by any law/s or regulation/s. Bidder shall be responsible to report any non-receipt of certificate of taxes deducted at source within ninety (90) days of deduction of such taxes at source by the Bank to Bidder. The Bank will not issue any duplicate certificate for deduction of taxes at source unless such request is made within ninety (90) days of the closure of the financial year.
  - d. Bidder shall co-operate fully in the defence of any claim/s by any local, state or union authorities against The Bank with respect to any taxes and/or duties due and payable by Bidder and /or individuals assigned by Bidder under this agreement. Without limiting the generality of the foregoing Bidder shall upon request by The Bank, give to The Bank all documents, evidences in a form satisfactory to The Bank to defend such claim/s. Any claims filed against The Bank, the cost to be borne by the Bidder.
  - e. The payments which is/are inclusive of GST and other taxes, fees etc. as per the Payment Schedule covered herein above shall be paid by Department of Information Technology, PBGB, Head Office – Kolkata. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc. after deducting all penalties.

### 13. Confidentiality and Secrecy

The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers, suppliers, or agents without the prior written consent of Bank.

The Bidder must undertake that they shall hold in trust any Information received by them under the Contract/Service Level Agreement, and the strictest of confidence shall be maintained in respect of such Information. The Bidder has also to agree:

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK;
- To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;





- To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and
- To treat all Information as Confidential Information.
- The Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of the Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the Bank and shall be considered to be confidential and proprietary information ("Confidential Information"), solely of the Bank and shall not be used/disclosed to anybody in any manner except with the written consent of The Bank.
- The selected service provider shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the Bank. The Confidential Information will be safeguarded and the selected service provider will take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof.
- Conflict of interest: The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.
- The Bidder is required to execute a Non-Disclosure Agreement to the bank as per bank's format before or at the time of execution of the Service Level Agreement.

#### 14. Right to Alter Quantities

The Bank reserves the right to alter the number of hardware items specified in the tender in the event of changes in plans of the Bank. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder. The bank reserves the right to place order for additional hardware at the agreed price during the contract period with the same terms and conditions. Banks is not obligate to purchase all the quantity of the hardware as mentioned above. Bank reserves the right to alter the quantities at any time not exceeding 25% of the total contract value without prior notice to the Bidder.

#### 15. Compliance With Laws

- a. The selected service provider hereto agrees that it shall comply with Labour Laws and all applicable union, state and local laws, ordinances, regulations, CVC / RBI guidelines / statutory requirements and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required at no additional cost to the Bank.
- b. The selected service provider has represented that their company holds all valid, licenses/registrations as may be required under the laws prevalent from time to time, in particular but not limited to, The Contract Labor (Abolition and Regulation Act) and other labor laws. The service provider shall ensure that all such registrations/licenses where required, are kept valid and subsisting throughout the term of this agreement.
- c. If at any time during the term of this Agreement, if Bank is informed or information comes to its attention that the selected service provider is or may be in violation of any terms and conditions mutually agreed between the Bank and the service





provider, which proves to be unsatisfactory to the Bank, then the Bank shall be entitled to terminate this

- d. Agreement by giving not less than one month notice in writing.
- e. The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees / officers / staff / personnel / representatives / agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- f. All the employees/operator deployed by the vendor for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident fund and ESIC facility standard. (Proof of compliance and labour license needs to be submitted along with the quotation).
- g. This indemnification is only a remedy for the Bank. The vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.
- h. The Bidder confirms to Bank that it complies with all Central, State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify Bank about compliance with all laws in force including Information Technology Act 2000, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation / Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate Bank and its employees/officers/staff/personnel.
- i. representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.



## 16. Force Majeure



Force Majeure is herein defined as any cause, which is beyond the control of the Bidder or the Bank as the case maybe which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance, such as:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics, pandemics
- Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes.
- Terrorist attacks, public unrest in work area.

Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Bidder or the Bank shall not be liable for delay in performing his / her obligations resulting from any Force Majeure cause as referred to and / or defined above.

### **17. Completeness of the Project**

The project will be deemed as incomplete if the desired objectives of the project as mentioned in Section "Scope of Work" of this document are not achieved.

### **18. Order Cancellation**

The Bank reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- i. The Bidder commits a breach of any of the terms and conditions of the offer or any of the terms and conditions of the Purchase Order.
- ii. Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.
- iii. The Bidder/Vendor violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.;
- iv. The Bidder goes into liquidation voluntarily or otherwise.
- v. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the order.
- vi. The progress regarding execution of the order accepted made by the vendor is found to be unsatisfactory.
- vii. Non-compliance of the scope of the job.
- viii. Repetitive failure of the deployed personnel to perform the job to the satisfaction of the bank.
- ix. The Bidder/Vendor fails to complete the assignment as per the timelines prescribed in the Work Order/ said Agreement/Contract and the extension, if any allowed.
- x. On the events of data piracy / privacy / system failures / security failures.

### **19. Indemnity**

Vendor shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from





- I. an act or omission of the Vendor and /or its employees, agents, subcontractors in performance of the obligations under this Contract; and/or
- II. material breach of any of the terms of this Contract or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Vendor under this Contract; and/or,
- III. Bank's authorized/ bona-fide use of the deliverables and/or the services provided by the Vendor under this Contract; and/or
- IV. Infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project applicable to Vendor's scope. Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, solely attributable, to the acts of the Vendor's employees or representatives.

The Vendor shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however,

- I. The Bank notify the Vendor in writing immediately on becoming aware of such claim,
- II. The Vendor has sole control of defense and all related settlement negotiations,
- III. The Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and
- IV. The Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court.

It is clarified that the Vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank (and/or its customers, users and service providers) rights, interest and reputation. Vendor shall be responsible for any loss of life, etc, due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk. Vendor should take full responsibility for its and its employee's actions. The Vendor should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- Non-compliance of the Vendor with applicable Laws / Governmental Requirements to its scope under this Contract, IP infringement ;
- Gross Negligence or willful misconduct attributable to the Vendor, its employees, and agents
- Material breach of any terms of this Contract, Representation or Warranty
- Act or omission in performance of service.

Further,

- I. Vendor's aggregate liability in connection with obligations undertaken as a part under this Contract regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.





- II. Vendor's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Vendor, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.
- III. Bank shall not be held liable for any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Vendor as part of procurement under this Contract.
- IV. Under no circumstances bank shall be liable to the Vendor for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Contract, even if Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or loss of business.
- V. Subject to any law to the contrary, and to the maximum extent permitted by law Bank shall not be liable to Vendor for any consequential/ incidental, or indirect damages arising out of this Contract.

Indemnity would be limited to court; tribunal or arbitrator awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities. The Vendor shall not indemnify the Bank for

- I. Any loss of profits, revenue, contracts, or anticipated savings or
- II. Any consequential or indirect loss or damage however caused, provided that indemnity would cover damages, loss or liabilities suffered by the Bank arising out of Claim made by Regulatory Authorities for reasons attributable to breach of services provided/ obligation under this Contract and by the Vendor. Vendor shall be responsible for any loss of life or bodily injury, due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk. Vendor should take full responsibility for its and its employee's actions.

"Gross Negligence" means an indifference to, and a blatant violation of a legal duty with respect to the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.

"Wilful Misconduct" means any act or failure to act with an intentional disregard of any provision of this RFP/Contract, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

The Vendor should indemnify the Bank (including its employees, directors' representatives) from and against third party claims of losses, and liabilities arising from non-compliance of the Vendor with Laws / Governmental Requirements applicable to its scope of work

### 23. Publicity





Any publicity by the Bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank. The Bidder shall not make or allow making a public announcement or media release about any aspect of the Contract unless The Bank first gives the Bidder its prior written consent.

#### **24. Privacy and Security Safeguards**

The Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder under this contract or existing at any Bank location. The Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank Data and sensitive application software. The Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder under this contract or existing at any Bank location.

#### **25. Guarantees**

Bidder should guarantee that all the material as deemed suitable for the delivery and management for this RFP. All hardware must be supplied with their original and complete printed documentation.

#### **26. Exit option and Contract Re-Negotiation**

The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- i. Failure of the Bidder to accept the contract / purchase order and furnish the Performance Guarantee within 30 days of receipt of purchase contract;
- ii. Delay in offering;
- iii. Delay in commissioning project beyond the specified period;
- iv. Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods;
- v. Serious discrepancy in project noticed during the testing;
- vi. Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.
- vii. Serious discrepancy in completion of project.
- viii. Serious discrepancy in maintenance of project.

**Bank shall notify Bidder with 90 days' notice period inclusive of 30 days cure period before cancellation of the Order. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days' time the notice for cancellation will become absolute.**

**In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder.**





The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Bidder at more favorable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.

The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the Bidder's offer does not match such lower price. Notwithstanding the foregoing, the Bidder shall continue to have the same obligations as contained in this scope document in relation to such equipment procured from third-party suppliers.

As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favorable terms in the industry, and secondly, The Equipment procured here from third parties is functionally similar, so that the Bidder can maintain such equipment. The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder will be expected to continue the services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

The Bank and the Bidder shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management. However, during transitioning period payment will be made to vendor as per payment terms.

## **27. Signing of Contract/Acceptance**

The Bidder needs to provide an acceptance letter of all terms and conditions of the Purchase order placed in reference to this RFP within **05 (Five) working days** from the date of master purchase order.

## **28. Termination**

BANK reserves the right to cancel the work/purchase order or terminate the contract by giving 90 (ninety) days' prior notice in writing inclusive of 30 days cure period and recover damages, costs and expenses etc., incurred by Bank under the following circumstances:

- i. The Bidder commits a breach of any of the terms and conditions of this RFP.
- ii. The Bidder goes into liquidation, voluntarily or otherwise.
- iii. The Bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc., applicable to the Bidder under performance of the RFP.
- iv. An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.





- v. The Bidder fails to complete the assignment as per the timelines prescribed in the Work Order and the extension, if any allowed.
- vi. Deductions on account of liquidated damages exceed more than 10% of the total work order.
- vii. In case the Bidder fails to deliver the resources as stipulated in the delivery schedule, BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the Bidder.
- viii. After award of the contract, if the Bidder does not perform satisfactorily or delays execution of the contract, BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the Bidder is bound to make good the additional expenditure, which BANK may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.
- ix. BANK reserves the right to recover any dues payable by the Bidder from any amount outstanding to the credit of the Bidder, including the adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract. The rights of the Bank enumerated above are in addition to the rights/remedies available to the Bank under the Law(s) for the time being in force.

### **29. Termination for Convenience**

The Bank, by written notice sent to the vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

In case of Termination of Convenience Bank will provide notice period of 90 days inclusion cure period of 30 days. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days time the notice for cancellation will become absolute.

### **30. Termination for Insolvency**

The Bank may at any time terminate the Contract by giving written notice (90 days' notice period) to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

### **31. Termination for Default**

The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, may terminate this Contract in whole or in part, if the Bidder fails to perform any obligation(s) under the Contract.

In case of Termination for Default Bank will provide notice period of 90 days inclusion cure period of 30 days. However, it is clarified that the notice should specifically contain that





the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days' time the notice for cancellation will become absolute.

### **32. Consequences of Termination**

In the event of termination of the Contract due to any cause whatsoever, (whether consequent to the stipulated term of the Contract or otherwise), Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution / continued execution of the scope of the Contract.

In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by Bank, the Bidder herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as Bank may specify including training, where the successor(s) is a representative/personnel of Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

Nothing herein shall restrict the right of Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to Bank under law or otherwise.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

### **33. Dispute Resolution Mechanism**

- i. The Bidder and The Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
- ii. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- iii. The matter will be referred for negotiation between General Manager of The Bank / Purchaser and the Authorised Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- iv. In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- v. The "Arbitration Notice" should accurately set out the disputes between the parties,





the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

- vi. The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
- vii. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

#### **34. Arbitration**

All dispute or differences whatsoever arising between the Bidder and the Bank out of or in relation to the construction, meaning and operation, with the Bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, the same shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The Arbitrator / Arbitrators shall give a reasoned award.

Work under the Contract shall be continued by the Bidder during the arbitration proceedings unless otherwise directed in writing by the Bank unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due to payable by the Bank, to the Bidder shall be withheld on account of the on-going arbitration proceedings, if any unless it is the subject matter or one of the subject matters thereof. The venue of the arbitration shall be at KOLKATA, INDIA.

#### **35. Applicable Law and Jurisdiction of Court**

The Contract with the Bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Kolkata (with the exclusion of all other Courts).

#### **36. Limitation of Liability**





- i. For breach of any obligation mentioned in this document, subject to point no. iii, in no event Bidder shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total project cost/contract value.
- ii. Service Provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss cause.
- iii. The limitations set forth in point no. i shall not apply with respect to:
  - a. Claims that are the subject of indemnification pursuant to Intellectual Property Rights and Ownership.
  - b. Damages occasioned by the **Gross Negligence** or **Willful Misconduct** of Service Provider.
  - c. Damages occasioned by Service Provider for breach of confidentiality obligations.
  - d. Regulatory or statutory fines imposed by the Government or Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to the project.

The Bidder/Vendor will not be liable for any loss of profits, revenue, contracts or anticipated savings or any consequential or indirect loss or damages however caused, provided that indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claim made by Regulatory authorities for reasons attributable to breach of services provided / obligation under this contract and by the Bidder.

**"Gross Negligence"** means an indifference to, and/or a blatant violation of a legal duty with respect of the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a gross negligence.

**"Willful Misconduct"** means any act or failure to act with an intentional disregard of any provision of this RFP/Contract, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

### **37. Privacy & Security Safeguards**

The Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder under this contract or existing at any Bank location. The Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder under this contract or existing at any Bank location.





### **38. Non-Disclosure Agreement**

By virtue of Contract, as and when it is entered into between the Bank and the Bidder, and its implementation thereof, the Bidder may have access to the confidential information and data of the Bank and its customers. The Bidder will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per following: -

- a. That the Bidder will treat the confidential information as confidential and shall not disclose to any third party. The Bidder will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.
- b. That the Bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the Bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the Bidder shall use reasonable efforts to advise the Bank immediately in the event that the Bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the Bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.
- c. That if the Bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.

### **39. Amendment(s) In the Contract / Service Level Agreement**

There shall be no variation(s) in or modification(s) in the terms of the Contract/ Service Level Agreement save and except by a written mutual consent signed by both the Parties i.e. the Bank and Vendor. Bank shall have the discretion/liberty to give effect to any amendment, modification etc. in the Contract/Service Level Agreement, if so required by Bank, sequel to any amendment(s)/ modification(s) etc. in the applicable Laws/Statutes including but not limited to amendment(s)/ modification(s) etc. in the existing Guidelines/ Instructions issued/to be issued by any Regulatory Authority.

### **40. Severability**

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any Applicable Law, and if the rights or obligations of the Parties under this Contract/ Service Level Agreement will not be materially and adversely affected thereby (a) such provision will be fully severable; (b) this Contract/Service Level Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never been comprised a part hereof; and (c) the remaining provisions of this Contract/ Service Level Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from.





## 41. Blacklisting

### Grounds for Disqualification & Blacklisting

- (A) Notwithstanding anything contained in this document, any Bidder/selected Vendor shall be disqualified when –
- a) Any Bidder who have been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/Statutory Authority as on date of the publication of this Tender/Procurement;
  - b) Any Bidder whose Contract/Agreement with any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/Statutory Authority has been terminated before the expiry of the Contract/Agreement for breach of any terms and conditions at any point of time during the last five years;
  - c) Any Bidder whose Earnest Money Deposit and/or Security Deposit have been forfeited by any Bank / Financial Institution/Central Government/ State Government/any Central or State Undertaking or Corporation/ Reserve Bank of India or any other Regulatory/Statutory Authority, during the last five years, for breach of any terms and conditions.
- (B) Further disqualification can be imposed by the Bank in accordance with the procedures established, which may include but not limited to the following grounds, either at the stage of Competitive Bidding or at the stage of implementation of the Contract:

Commission of any act of:

- i) submission of a bid, proposal or any other document that is known or should be known by the Bidder to be false, misleading or non- meritorious or to contain false information or concealment of information which will influence the outcome of the eligibility screening/selection process;
- ii) any documented unsolicited attempt by the Bidder to unduly influence the decision-making process of the Bank while determining the eligibility screening/selection process in favor of the Bidder;
- iii) unauthorized use of one's name or using the name of another for purpose of bidding;
- iv) breach of the terms of a public contract by a willful or material failure to perform in accordance with the terms thereof;
- v) withdrawal of a bid, or refusal to accept an award, or enter into contract with any Bank/Financial Institution/Central Government/State Government/ any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory Authority without any justifiable cause, after the Bidder had been adjudged as having submitted the lowest calculated Responsive Bid or highest rated Responsive Bid;
- vi) refusal or failure to furnish the required performance security within the prescribed time frame;





- vii) refusal to clarify or validate the Bid submitted, in writing, within a period of seven (7) calendar days from receipt of the request for clarification if sought by the Bank;
- viii) that may tend to defeat the purpose of the competitive bidding, such as but not limited to; an eligible Bidder not purchasing the bid documents or not complying with the requirements during the evaluation of bid or habitually withdrawing from bidding or submitting letter of non-participation for at least three (3) times within a year, except for valid reasons;
- ix) lack of integrity or honesty or fraud, bribery, collusion or conspiracy;
- x) failure by the Bidder/Vendor, due to solely his fault or negligence, to mobilize and commence the work or perform within the specified time period, as specified in the Tender Document, including but not limited to the Request for Proposal/ Request for Quotation/ Agreement/Letter of Intention/Purchase Order etc.;;
- xi) failure by the Bidder/Vendor to fully and faithfully comply with its contractual obligations without valid cause, or failure to comply with any written lawful instruction of the Bank or its representative(s) pursuant to the implementation of the Contract, which may include but not limited to the following:
  - a. Employment of competent technical personal, competent engineers and/or work supervisors;
  - b. Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
  - c. Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
  - d. Deployment of committed equipment, facilities, support staff and manpower; and
  - e. Renewal of effectively date of the performance security after its expiry during the tenure of the Contract.
- xii) assignment and subcontracting the Contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the Bank;
- xiii) for the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, as may be provided in the contract;
- xiv) for the procurement of consulting services, poor performance by the consultant of his services arising from his fault or negligence. The poor performance of the Consultant can include and may not be limited to defective design resulting in substantial corrective works in design and/or construction, failure to deliver critical outputs due to consultant's fault or negligence, specifying materials which are inappropriate, substandard, or way above acceptable standards, allowing defective workmanship or works by the contractor being supervised by the consultant etc.,
- xv) for the procurement of infrastructure projects, poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence as per the existing performance monitoring system of the Bank shall be applied, quality of materials and workmanship not complying with the



approved specifications arising from the contractor's fault or negligence, willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.

- (C) Any parameters described, supra, attributable to any Partner/Director shall be construed as disqualification for the Firm/Company, as the case may be.
- (D) The Bank will have the discretion to disqualify the Bidder/Vendor and/or initiate the process for blacklisting the Bidder/Vendor and may also entail forfeiture of performance security furnished by the Bidder/Vendor. "

#### **42. Notices**

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

#### **43. Adherence to Data Security**

Bidders should ensure Data Security and protection of facilities/application managed by them. The deputed persons should aware about Bank's security policy and have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at/outside the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised / disclosed/ misused/misappropriated then bank would take suitable action as deemed fit and Bidder would be required to compensate the bank to the fullest extent of loss incurred by the bank. Bidder has to agree and provide undertaking not to disclose any Bank information and will maintain confidentiality of Bank information as per policy of the Bank and will sign "Non-Disclosure Agreement" (document provided by Bank). The legal and regulatory requirements, including data protection, intellectual property rights, copy right, all the relevant regulations for sub-contracting; including the controls that need to be implemented shall be included in the supplier agreement. All information resources (online/in-person) of the vendors and its partners shall be made accessible to reserve Bank of India as and when sought. Credentials of vendor/third party personnel accessing and managing the bank's critical assets shall be maintained and shall be accordance with Bank's policy. The Bank shall evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/outsourcing activities and Bidder shall ensure to support baseline system security configuration standards. The Bank shall also conduct effective due diligence, oversight and management of third-party vendors/service providers & partners. Vendor criticality assessment shall be conducted for all partners & vendors. Appropriate management and assurance on security risks in outsources and partner arrangements shall be ensured. Bidder has to abide by the data security guideline by consulting executives as defined by the bank from time to time. That the Bidder will strictly maintain the secrecy of Bank's data.





**Undertaking from the Bidder**

**(TO BE FILLED IN AND SIGNED BY THE PRINTERS ON THE LETTER HEAD OF THE FIRM/COMPANY)**

To,  
The General Manager  
General Administration (GAD) Dept.  
Paschim Banga Gramin Bank;  
Natabar Paul Road, Chatterjee Para More,  
Tikiapara, Howrah-711101

**Sir,**

1. Having examined the RFP Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said RFP Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to comply with the delivery schedule and other terms and conditions as may be fixed by the Work Order/SLA.
3. This Bid, together with your written acceptance thereof and your notification of award, and SLA shall constitute a binding Contract between us.
4. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
5. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.
6. We agree that the decision of Bank in selection of tender will be final and binding on us.
7. We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #



**TECHNICAL BID**

(TO BE FILLED IN AND SIGNED BY THE PRINTER'S)

1.	Name of organisation with complete : Address & Telephone No. (Attach KYC Document)		
2.	a. Type of organisation (whether Sole : Proprietor-ship, Partnership, Private Ltd., Limited or Co-operative body etc. (Attach KYC Document)		
	b. Name and Address of the Proprietor/Partners of Directors in the organisation (Attach KYC Document) 1. 2. 3. 4.	:	
	c. Other Managerial Personnel	:	
3.	a. Registration No.	:	
	b. Commercial Tax Registration No. date and authority	:	
	c. Permanent Account No. of Income Tax		
	d. GST No		
	e. Bank's Details- A/c No, Bank, Branch . with IFSC code	:	
4.	Security Printing experience(in years)	:	
5.	Business activities other than the type of work applied for (Pl. specify)	:	
6.	Name/s of Banker/s and their Address. (attach Letter from existing Banks/FI)	:	



7.	Whether office is at Kolkata or Howrah or nearby. If yes then mention office address.	:	
8.	Reference of two reputed persons	:	1. 2.
9.	Capital – 31-03-2024	:	
	Sale – 31-03-2024	:	
	Profit & Loss – 31-03-2024 (Please attach audited copies of Balance sheet and Profit & Loss A/c) for last three years	:	
10.	Details of infrastructure available for ensuring quality and timely execution of work orders.	:	
11.	Particulars of Bank's security printing job executed during last three years.	:	
12.	Is any staff member of the Bank related to the Proprietor/Partners or Directors? If so, please mention the name/s.	:	
13.	Other institution's name where Empanelled.	:	
14.	Experience of Security printing for Bank/Financial Institute in years	:	
15.	Whether you have been Black Listed from any institute for printing of security items.	:	
16.	Whether Valid Licence taken from appropriate authority	:	
17.	Whether fulfil all criteria for this bid	:	
18.	Details of Security Deposit	:	D.D. No. .... dated ..... Amount Rs.. .... Bank----- Payable at .....

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

Date: \_\_\_\_\_

Place: \_\_\_\_\_



**COMMERCIAL BID**

**(TO BE FILLED IN AND SIGNED BY THE PRINTERS)**

The General Manager (GAD),  
Paschim Banga Gramin Bank;  
Head Office: Natabar Paul Road, Chatterjee Para More,  
Tikiapara, Howrah-711101 (WB).

Sub: Tender for printing & supply of FDR, Personalised & Non-Personalized Cheque Books.  
Ref: Your reference –

Dear Sir,

Rate for printing and supply of Personalised cheque books in **Branches** & Non-Personalized Cheque Books /FDR(Fixed deposit Receipt) in four (4) **Regional Offices** of Paschim Banga Gramin Bank:

Product (SB/CA/CC/OD)	Details	Rate (in Rs.)	QTY./Quarterly	Total Cost (in Rs.)
Personalized Cheque Book (Per book contains 25 leaves)			6000 Books	
Non-Personalized Cheque Book (Per book contains 25 leaves)			7000 Books	
FDR books (Per book contains 50 leaves)			1000 Books	

\* The above quantity is estimated books on quarterly basis.

The above rate is inclusive of all charges (i.e. Freight, Insurance etc) & all Taxes/Cess/Duties (i.e. Central/State/Local Taxes like GST/Excise/Entry Tax etc) including cost for printing and supply of cheque book cover, cheque leaves printing, gathering, perforation, die cut/punching, sewing, binding, Welcome slip (address with bar code, variable data), printing of requisition slip & record slips, insertion of books into envelope, pasting and pressing, bulk dispatch in envelope/cover/carton boxes to Branches and Regional Offices, two pin wrapper, handling charges, loading charges and any other cost.

We have read this tender document in full and abide by the Terms & Conditions mentioned here-in-above.

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

Date: \_\_\_\_\_

Place: \_\_\_\_\_



**Annexure IV****Technical Selection/Eligibility criteria:**

Total 100 Marks &amp; Minimum Qualifying Marks = 60

Sl.No.	QUALIFICATION CRITERIA	REQUIRED DOCUMENTS	Printer self Rating	Marks
1	IBA Approved Security printers with a valid certificate: Please attach the copy of listed mandatory document evidences. {Mandatory}	i. Copy of registration and certificate of incorporation of business/Certificate of commencement of business if public/private ltd co. ii. List of factories & other information with documents. iii. IBA approval certificate of all the units to be attached.	YES/NO	XXXX
2	ISMS Information Security Management Systems Certified Units. Units wise valid certificate and renewal certificates to be attached)(years will be recognized as on 31.03.2024) {Mandatory}	Data & Protection is a Business critical activity for the modern day organization. Please attach the certificate.	For 3 years =6 marks For each additional year = 2 marks (Max 4 marks)	10 Marks
3	The bidder should have: x PAN card x GST Registration  x TIN registration	Copy of PAN card, GST registration, & TIN registration etc. are to be submitted.	YES/NO	XXXX
4	Infrastructure: The Bidder should own the state of the art Infrastructure facilities like Machine & Materials and skilled, technical, administrative and operational Manpower to handle the job. {Mandatory}	Printing, Gathering, Folding, Digital machines/Variable data, Side stitching, cutting, lamination, Envelope making, other finishing machines and franking machine etc., List of machine is also to be enclosed with details.	YES/NO	XXXX
5	Multiple Locations, storage: Should have own premises or leased premises with validity of lease period covering contract period at Head office & production units i.e. printing, finishing with Storage / Ware house facilities at multiple locations to keep sufficient stock of paper.	Details of machines & storage facility with daily printing, Variable data, Binding and finishing capacity of each location & addresses of Godowns with Capacity	YES /NO 5 and more locations =15 marks 4 locations = 12 marks 3 locations =9 marks 2 locations = 6 marks	15 Marks



6	Location wise machines: Should have minimum 2 Web Offset Machines with MICR numbering & other attachments, 4 to 6 colour units, 2 Sheet Fed Offset Machines having 4 to 5 colour units & Collation units. Pre press equipment details for Nylo and PS plates. High speed Digital machines of table top - 10 nos., high stack - 1 no. In house design capability with state of the art Software & Hardware.	Details comprising of equipment/machine, model no, year of purchase, no of machines, purpose of machine, working condition of the machine/equipment etc. (should be submitted on separate sheet).	YES/NO 5 and above locations marks = 20 4 locations = 16 marks 3 locations = 12 marks 2 locations = 8 marks	20 Marks
7	The DTP specialist with knowledge of Security designing tools. Software, Hardware system details to be attached.	i. Copy of list of equipments and designer details. ii. If necessary attach details in separate sheet.	YES/NO	XXXX
8	Similar jobs: Should have minimum 3 scheduled Nationalized / Private Sector Banks excluding Co-operative Banks for doing the work for personalized cheques in book form for the minimum 3 financial years during last 5 years.  (Years will be recognized as on 31.03.2024).	i. Details of PO, Number of Years of service record with numbers of Instruments printed etc., ii. Experience certificate not older than 3 years from PSU/Private banks is required. iii. Letter of satisfaction from organizations where bidder has completed jobs successfully.	YES/NO Large 3 PSB/Pvt sector Bank = 10 Marks. For each additional Bank 2 Marks(Max 10addl.marks)	20 Marks
9	Printers having (i) average turnover of Rs. 50 lac from printing of MICR Cheque Books (excluding cost of paper) In the last 3 years ending 31-03-2024	(i) Copies of CA certified Audited statement of accounts, balance sheet & ITR for the FY 21-22, 22-23 and 2023-24.	YES/NO	XXXX
10	Having made continuous profit during last 3 financial years. {Mandatory}	Copies of CA certified Audited statement of accounts, balance sheet for the last 3 FY.	Profit for last 3 years = 10 mark Profit for each addl yr above 3 year = 2 marks (Max 10 addl marks)	20 Marks
11	Experience: Should have established Multiple units in India with 3 years of experience in security printing (with personalization of Cheques & Book Binding & CS cheques) as ending on 31/03/2024.	Attach copy of orders obtained from leading PSU / Private Sector Banks during past 10 years and/or current invoices and letter satisfaction from Banks.	3 years = 10 marks  1 mark for Each additional year (max 5 addlmark)	15 Marks



12	The bidder, bidding for the above tender, should not have been black listed or been expelled from any project or have had their contract terminated for any breach by any Government Authority / Corporate Institutions/ Public Sector Undertaking /PSU Banks / Private Banks, otherwise their bid will not be considered.{Mandatory}	Self Declaration on printers letter head is to be submitted. ( Annexure-I)	YES/NO	
13	The Bidder should ensure that there are no pending cases against the bidder involving cheating/fraudulent activities.{Mandatory}	Self Declaration on printers letter head is to be submitted.	YES/NO	XXXX
14	Confirmation from the bidder that there is no outstanding Income Tax /GST / any other statutory dues.	Certificate from CA	YES/NO	XXXX
15	Post Office branch /Courier Service/Other mode of delivery unit for booking of articles is in nearby place of production unit/factory	Self Declaration on printers letter head to be submitted.	YES/NO	Preference will be given to such units

Suppression of any information will lead to disqualification.

The printer has to deliver the items within seven (7) days from receiving the requisition from the Bank.

A penalty of 1% for the delayed printing will be imposed on the printer. If it is found that the delays are frequent and if such occasions exceed more than 5 in a quarter, the work assigned will be shifted to other printer and the existing printer will be blacklisted.

The frequent printing mistakes/defects/reprint, personalized repeated data errors while printing, collation, insertion Binding errors, repeated MICR numbers cheques & books delivery to customer all will be viewed seriously. If the errors repeats and intensity of the kind of mistakes is serious the bank may depanel and may blacklist the security printer.

No claims will be entertained for not awarding further work.

We have read this tender document in full and abide by the Terms & Conditions mentioned here-in-above.

Signature of Authorized Signatory

Name of Signatory:

Seal of Company

Designation:

Date: \_\_\_\_\_



**PRODUCTION UNIT DETAILS**

Annexure: V

Name of the Applicant : .....

Sl.No.	Details	Unit-1	Unit-2	Unit-3	Unit-4	Unit-5	Unit-6
1	Address of the units						
2	IBA licenses expiry date (If rented lease is valid as on date)						
3	ISMS Certificate renewal date						
4	Owned/Rental premises						
	(i) Area in sq. ft.						
	(ii)Storage area for MICR paper in sq. ft.						
5	List of machineries:						
	1. Name/Type of machine						
	2. No. of Machine						
	3. Speed/hour or capacity						
	4. Year of Purchase						
	5. 2 <sup>nd</sup> hand machines if any to be shown separately						
6	Print Capacity (per day)- No of leaves						
7	Personalization Capacity per day in No of leaves						
8	Binding Capacity (per day) - No of books						
9.1	Postal Unit in press premises (Yes/No)						
9.2	Franking machines in Premises (Yes/No)						
10	Experience (No. of years) in Book form & Continuous stationery Cheque processing for leading public /Private Banks in India.						
11	Full-fledged in house processing facility (yes/No)						
12	Municipal/Corporation license, Sales tax, VAT, TIN and Excise No						

Signature of Authorized Signatory

Name of Signatory:

Date: \_\_\_\_\_

Designation:

Seal of Company

Place: \_\_\_\_\_



Format of Bank Guarantee (EMD)

To  
The General Manager- GAD  
Paschim Banga Gramin Bank,  
Head Office, Howrah

Dear Sir,

In response to your invitation to respond to your RFP for Selection of vendor for printing & supply of security items, M/s \_\_\_\_\_ having their registered office at \_\_\_\_\_ hereinafter called the 'Bidder') wish to respond to the said Request for Proposal (RFP) and submit the proposal for Selection vendor for printing & supply of security items.

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the \_\_\_\_\_ Bank having our Head Office \_\_\_\_\_ hereby irrevocably guarantee an amount of **Rs. 120000/- (Rupees One Lakh twenty thousand Only)** as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

The Bid security for which this guarantee is given is liable to be enforced/invoked:

1. If the Bidder withdraws his proposal during the period of the proposal validity; or
2. If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently.

We undertake to pay immediately on demand to BANK the said amount of Rs.120000/- (Rupees One Lacs twenty thousand only) without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by BANK which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed Rs. 120000/- only (Rupees One Lakh twenty thousand Only).
2. This Bank guarantee will be valid up to \_\_\_\_\_; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before \_\_\_\_\_.



In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_.

Yours faithfully,

For and on behalf of  
\_\_\_\_\_ Bank

Authorised Official

**Note:** This guarantee will require stamp duty as applicable and shall be signed by the official whose signature and authority shall be verified. The signatory shall affix his signature, name and designation.

**(The value of the stamp paper will be as applicable at the place of issuing of Bank Guarantee.)**



**Service Level Agreement**

This agreement is made at Kolkata on this ----- day of \_\_\_\_\_ 2024.  
BETWEEN

Paschim Banga Gramin bank, a Regional Rural Bank constituted under the Regional Rural Bank Act, 1976 having its Head Office at Natabar Paul Road, Chatterjee Para More, Tikiapara, Howrah- 711101, through its General Administration Department hereinafter referred to as "the Bank/PBGB/Client" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns of the First Part:

AND

\_\_\_\_\_, private/public limited company/LLP/Firm constituted under the provisions of the Companies Act, 2013/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having its registered office at \_\_\_\_\_ hereinafter referred to as "**Service Provider/Vendor/Printer**" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & permitted assigns of the Second Part.

The Bank and Service Provider are individually referred to as a "Party" and collectively as "Parties" throughout this Agreement, and the words Party and Parties shall be construed accordingly.

WHEREAS in response to the RFP No \_\_\_\_\_ dated \_\_\_\_\_, Bank has agreed to empanel the printer vide its letter No. \_\_\_\_\_ dated \_\_\_\_\_, for its printing and dispatch of printing related items/ jobs for a period of **three** years at the absolute discretion of the Bank, subject to performance review.

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS**

**1. TERM**

This Agreement shall come into force on \_\_\_\_\_ (effective date) and shall be in force and effect for a period of **THREE YEARS**, unless Bank terminates the Agreement by giving a prior written notice of 30 days as per the terms of this Agreement.

**2. SCOPE OF SERVICE**

The Service Provider agrees to perform the services as part of the scope of this engagement including but not limited to as mentioned in the RFP and as will be specifically described in the Work Order to be issued in future. Bank reserves its right to change the scope of the services considering the size and variety of the requirements and the changing business & security conditions /environment with mutual consent.

The scope of service shall broadly be related to PRINTING AND SUPPLY OF 2 category of CTS compliant MICR cheques Books, FDR(50 Leaves), Personalized and Non-Personalized (25 Leaves) for Bank's SB/CA/CC/OD Account holders as per design /specifications stipulated and/or by the Bank & NPCI and Delivery of cheque books



to Branches in case of Personalized cheque books and Four (4) Regional Offices in case of Non- Personalized cheque books & FDR of the Bank for onward dispatch to respective customers.

**3. DELIVERY SCHEDULE/TAT**

Every day in the morning / evening encrypted data file will be shared to the identified printer for printing cheque books (day T). The printer will print the cheque books and arrange to hand over to postal authority or courier for delivery on T+1 day. On the same day, printer will send the details of cheque books dispatched along with dispatch details through SFTP to bank. Necessary MIS reports shall also be provided Region wise as per Bank's requirement.

**4. SINGLE POINT OF CONTACT & DIRECT SUPPORT**

(Please incorporate following details – Name, designation, address, email address, telephone /mobile No..

Escalation matrix for support should also be provided with full details.

**5. PAYMENT TERMS:** The terms of payment shall be as follows:

- a. No advance payment would be done against purchase order. TDS etc. will be deducted at source as per the prevailing Tax Rules.
- b. 100% of the value of the undisputed invoice shall be paid within one month form date of receipt of invoice along with original delivery proof duly signed by bank's official.
- c. If any penalty is imposed for non-payment of local taxes etc. shall be borne by the vendor.
- d. If the work is not found to be of good quality as per the specification given by the bank then the Bank will have the right to apply penalty or make suitable deductions from the payable amount or material delivered will be rejected without paying any price / compensation. The decision of the Bank in this regard will be final.

**6. SET-OFF**

Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank under this clause from the Service Provider against payments due and payable by Bank to the Service Provider for the services rendered.

The provisions of this Clause shall survive the termination of this Agreement.

**8. COVENANTS OF THE SERVICE PROVIDER:** The Service provider :

- a. Shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.
- b. shall not exercise any lien on any of the assets, documents, instruments or material belonging to BANK and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from BANK.



- c. shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to code of Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.
- d. shall not violate any proprietary and intellectual property rights of BANK or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.
- e. shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness as designated by the BANK and communicated to the Service Provider from time to time.
- f. shall not work in a manner which, in the reasonable opinion of BANK, may be detrimental to the interests of BANK and which may adversely affect the role, duties, functions and obligations of the Service Provider as contemplated by this Agreement.
- g. shall be liable to BANK for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the Service Provider while providing the services to the BANK.
- h. shall itself perform the obligations under this Agreement and shall not assign, transfer or sub-contract any of its rights and obligations under this Agreement except with prior written permission of BANK.

## **9. SECURITY AND CONFIDENTIALITY**

- a. "Confidential Information" mean all information which is material to the business operations of either party or its affiliated companies, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise proved. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not. All information relating to the accounts of the Bank's customers shall be confidential information, whether labelled as such or otherwise.



- b. Service Provider hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of the engagement Agreement/ Work Order or any other oral or written information which may contain, hold or bear confidential information or disclose the information submitted by PBGB under any other Agreement to any third party unless such disclosure is mandatorily required by law or if it is required necessarily to be disclosed to any other agency/subcontractor or the like for the purpose of performing any of its obligations under the contract.

## 10. INDEMNITY

The Service Provider shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- a. Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Service Provider under this Agreement; and/or
- b. an act or omission of the Service Provider and/or its employees, agents, sub-contractors in performance of the obligations under this Agreement; and/or
- c. claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Service Provider, against the Bank; and/or
- d. claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Service Provider to its employees, its agents, contractors and sub-contractors
- e. breach of any of the term of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Service Provider under this Agreement; and/or
- f. any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- g. breach of confidentiality obligations of the Service Provider contained in this Agreement; and/or
- h. Negligence or gross misconduct attributable to the Service Provider or its employees or sub-contractors.

In the event of Service Provider not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, the Bank has the right to recover the amounts due to it under this provision from any amount payable to the Service Provider under this project.

The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this Agreement. Further, Service Provider shall be the principal employer of the employees, agents, contractors etc., and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract.

## 11. TERMINATION FOR DEFAULT AND LIQUIDATED DAMAGES



Bank, without prejudice to any other remedy for breach of contract and in addition to other termination clauses in this document, Bank may terminate this agreement on happening of following events also:

- a) A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the Service Provider and such appointment continues for a period of twenty one (21) days;
- b) The Service Provider is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.
- c) The Service Provider becomes insolvent or goes into liquidation voluntarily or otherwise
- d) An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- e) The Service Provider becomes the subject of a court order for its winding up.

If bank terminates or cancels the assignment on the default mentioned in the termination clause, in such case PBGB reserves the right to get the balance contract executed by another party of its choice. In this event, the Service Provider shall be bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the selection of a new service provider and for execution of the balance of the contract.

Upon the termination or expiry of this Agreement:

- a. The rights granted to Service Provider shall immediately terminate.
- b. The Service Provider shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
- c. Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Service Provider, being used by Service Provider to provide the Services and (ii) the assignable agreements, Service Provider shall, use its reasonable commercial endeavors to transfer or assign such agreements and Service Provider Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
- d. Upon Bank's request in writing, Service Provider shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Service Provider to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.
- e. In the event that this Agreement is terminated for any reasons, either Party shall forthwith hand over to the other the possession of all documents, material and any other property belonging to the other that may be in the possession of the Party or any of its employees, agents or individuals.

## **12. DISPUTE REDRESSAL MECHANISM & GOVERNING LAW**

All disputes or differences whatsoever arising between the parties out of or in connection with the RFP and the Contract or in discharge of any obligation arising out of this RFP and the Contract (whether during the progress of work or after



completion of such work and whether before or after the termination of the contract, abandonment or breach of the contract), shall be settled amicably.

If however, the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs, as evidenced through the first written communication from any Party notifying the other regarding the disputes, the same shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws.

Subject to the arbitration clause above, all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at Kolkata/Howrah only.

The Contract/RFP shall be interpreted in accordance with the laws of the Union of India.

### **13. SUB-CONTRACTING:**

The selected service provider/ vender shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under this project. In case any particular specialized service in the prescribed in the scope of work requires subcontracting, it need to be specified by the Bidder during the Bidding process Please note that no work/services shall be subcontracted without the prior permission from the Bank in writing.

### **14. FORCE MAJEURE**

The Service Provider shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, acts of Government of India in their sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war.

If a Force Majeure situation arises, the Service Provider shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the Service Provider shall continue to perform Service Provider's obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.



In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and Service Provider shall hold consultations in an endeavor to find a solution to the problem.

#### **15. MISCELLANEOUS**

Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.

No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby. The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

This Agreement may be signed in duplicate, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year first above written.

Signed and Delivered by the within named

For PBGB

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Name:  
Designation:  
Witness 1 :  
Witness 2 :

For Printer:

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Name:  
Designation:  
Witness 1 :  
Witness 2 :



**PROFORMA FOR PERFORMANCE GUARANTEE**

**(To be stamped in accordance with the stamp act)**

In consideration of Paschim Banga Gramin Bank, body corporate constituted under the Regional Rural Bank Act, 1976 having its head office at Natabar Pal Road, Tikiapara, Howrah - 711101 (hereinafter called " BANK") having agreed to exempt M/s (Name of the bidder Company) a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the bidder company) (hereinafter called "the said BIDDER") from the demand, under the terms and conditions of BANK's purchase order/ Letter of Intent bearing no. ....dated..... issued to the Bidder and an Agreement to be made between Bank and the Bidder for a period of ..... In pursuance of Request For Proposal no.....dated....., as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said BIDDER of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.400000/- (Rupees Four lacs Only).

We, ..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "the Bank") at the request of ..... [BIDDER] do hereby undertake to pay to BANK an amount not exceeding Rs.400000/-(Rupees Four lacs Only) against any loss or damage caused to or suffered or would be caused to or suffered by BANK by reason of any breach by the said BIDDER of any of the terms or conditions contained in the said Agreement.

2. We ..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from BANK stating that the amount claimed is due by way of loss or damage caused to or breach by the said BIDDER of any of the terms or conditions contained in the said Agreement or by reason of the BIDDER'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.400000/- (Rupees Four lacs only).

3. We undertake to pay to BANK any money so demanded notwithstanding any dispute or disputes raised by the BIDDER in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the BIDDER for payment there under and the BIDDER shall have no claim against us for making such payment.

4. We ..... [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK

under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BANK certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said BIDDER and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before ..... (Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.

5. We ..... [indicate the name of bank ISSUING THE GUARANTEE] further agree with BANK that BANK shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said BIDDER from time or to postpone for any time, or from time to time any of the powers exercisable by BANK against the said BIDDER and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said BIDDER or for any forbearance, act or omission on the part of BANK of any indulgence by BANK to the said BIDDER or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the BIDDER.

7. We ..... [Indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of BANK in writing.  
Notwithstanding anything contained herein:

- i) Our liability under this Bank Guarantee shall not exceed Rs.400000/-. (Rupees Four lacs only).
- ii) This Bank Guarantee shall be valid upto ..... 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 .....(date of expiry of Guarantee including claim period).

8. Dated the ..... day of ..... for..... [indicate the name of Bank]

Yours' faithfully,

For and on behalf of

\_\_\_\_\_ Bank.  
Authorized Official.

NOTE:

- 1. Selected bidder should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.
- 2. Bidder guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of requisite value as applicable to the place of execution.