

REQUEST FOR PROPOSAL (RFP) FOR THE
PROCUREMENT OF 200 MT MICR – CTS CHEQUE PAPER
ON LIMITED TENDER BASIS

[ONLY IBA EMPANELLED SUPPLIERS NEED TO APPLY]

Issued By:











**UNION BANK OF INDIA,
OPERATIONS DEPARTMENT,
CENTRAL OFFICE,
2ND FLOOR, TOWER 4, WORLD TRADE CENTER,
CUFFE PARADE,
MUMBAI - 400 005.**

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1. BID DETAILS IN BRIEF:

Sl No.	Description	Details
1.	Brief Description of the RFP	Procurement of 200 MT - 95 GSM MICR CTS Cheque Paper
2.	Bank's Address for Communication	<p>The General Manager, UNION BANK OF INDIA, Operations Department, Central Office, 2nd Floor, Tower 4, World Trade Center, Cuffe Parade, Mumbai - 400 005.</p> <p>Tel:(022) 2217 8807/(0824) 2861395</p>
3.	Nature of Bid	<p>Two Bid System i.e., Technical Bid & Price Bid. Bidders should be able to supply various delivery locations like Mumbai, New Delhi, Kolkata and Manipal.</p> <p>Detailed Quantity - Location wise supply is mentioned in Delivery Schedule.</p>
4.	Date of Issue of RFP	02.05.2022
5.	Last Date of Submission of Bids	10.05.2022 and Time: 2:30 PM
6.	Date, Time & Venue for opening of Technical Bid to Eligibility Criteria.	10.05.2022, 3:00PM, Address as per point no. 02
7.	Date, Time & Venue of opening of Price Bid	10.05.2022, 5:00PM, Address as per point no. 02
8.	Date of acceptance of Order (for selected bidder)	12.05.2022
9.	Date of agreement (for selected bidder)	13.05.2022
10.	Total Cost of Ownership (TCO)	2 Crore's (approx)
11.	Cost of RFP (Non Refundable)	Cost of RFP is waived off if bidder prefers to download the RFP document online. However, bidder is required to pay Rs.1,000/- in the form of Demand Draft in favor of Union Bank of India, payable at Mumbai for purchasing hardcopy from Operations Department, World Trade Center, Mumbai.
12.	EMD - Earnest Money Deposit (Refundable)	EMD for Rs: 6,00,000.00 in the form of Demand Draft (DD)/ Pay Order(PO) in favor of Union Bank of India, payable at Mumbai or Bank Guarantee (BG) in favor of Union Bank of India, payable at Mumbai (issued by any Scheduled Commercial Bank, excluding Union Bank of India) should be enclosed with Technical Bid.

13.	Performance Security/Security Deposit (Refundable - only for selected vendors)	Rs: 6,00,000.00
14.	Information to be submitted along with the Tender	<p>Bidders have to submit the following documents along with the tender document to participate in the tender process:-</p> <ul style="list-style-type: none">  Name of Company  Contact Person  Mailing Address with Pin Code  Telephone No. & Fax No.  Mobile No.  E-mail  Company Registration No.  GST/PAN No.  Shop/Factory License  Three work order copies for similar work in Public/Private Organization in last 3 years.
15.	Delivery Details	<p>(a) Delivery shall be made at the printers godowns situated at their respective centres. Delivery should commence within 20-25 days from the date of Purchase Order (in batches).</p> <p>(b) Entire lot should be supplied within 30-35 days from the date of Purchase Order.</p> <p>(c) <u>Those who are not in a position to start supply within 20-25 days from the date of Purchase order need not participate in the tendering process.</u></p> <p>(d) The bidders must be an IBA approved authorized supplier for MICR - CTS watermark paper.</p> <p>(e) Subsequent changes and clarifications (if any) shall be deemed to be part of the RFP document and shall be uploaded on the Bank's corporate website www.unionbankofindia.co.in/english/TenderViewAll.aspx and www.eprocure.gov.in</p>
16.	Contact to Bank	<p>Intending Bidders may contact the Bank at:</p> <p>gm.operations@unionbankofindia.bank ssharma@unionbankofindia.bank ramakrishna@unionbankofindia.bank venkatesan.a@unionbankofindia.bank</p>

DISCLAIMER

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

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

The purpose of this RFP is to provide the bidders with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary may obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.

Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Such change will be published on the Bank's website www.unionbankofindia.co.in/english/TenderViewAll.aspx and it will be binding on the bidder. Any amendments, modifications, & any communication with respect to RFP etc. will be uploaded in the Bank's website only and shall be considered as part and parcel of the RFP. No individual communication will be sent to the individual bidders.

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

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

PART A - NOTICE INVITING TENDER (NIT)

UNION BANK OF INDIA, Operations Department, Central Office, 2nd Floor, Tower 4, World Trade Center, Cuffe Parade, Mumbai- 400 005, invites sealed offers from MICR Grade Cheque Paper manufacturers who are in the approved list of Indian Banks' Association, Mumbai for supply of 95 GSM MICR Grade Cheque Paper with UNION BANK OF INDIA's logo and CTS Watermark as per the Technical specifications stipulated under Part B and Term and conditions specified in Part C.

I. SCOPE OF WORK:

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

II. ELIGIBILITY CRITERIA:

Sl No.	Criteria	Documents to be submitted
1	The Original Manufacturers (OM's) should be in the approved list of Indian Banks' Association, Mumbai for manufacture of MICR Grade Cheque Paper. OMs directly or through their authorized Supplier/dealer shall apply for the tender as per their convenience.	Copy of valid IBA Registration Certificate of the OM. If applied through supplier/dealer, apart from the IBA Registration Certificate of the OM, an authorization letter issued by the OM in favor of such supplier/dealer shall also be furnished.
2	The Original Manufacturers (OM's) through their authorized Supplier/dealer should have supplied at least 100 Tons of MICR Grade Cheque Paper in a single order to at least one Nationalized Bank within a period of 35 days during the last three financial years viz. 2019-20, 2020-21 and 2021-22.	Copy of Satisfactory Completion Certificates from the clients to whom such supplies were earlier effected, clearly mentioning the time taken for supply.
3	Bidder should be currently in the business of supplying MICR Papers.	List of clients and quantity supplied during the last three Financial Year - 2019-20, 2020-21 and 2021-22.
4	Bidder should be able to supply the entire quantity within 30-35 days to the destinations from the date of Purchase Order.	Declaration confirming the capability to comply.
5	Bidder shall furnish duly filled and signed Integrity Pact.	The Integrity Pact shall be strictly as per the format as furnished in Part - D
Delivery of quantity shall be made at the printers godowns situated at their respective Centers. Delivery should commence within 20-25 days in batches from the date of purchase order. Those who are not in a position to supply the entire lot within 30 - 35 days from the date of Purchase order need not participate in the tender process.		

PART B - TECHNICAL SPECIFICATIONS

- A** The supplier must be an IBA approved MICR - CTS watermark paper supplier.
- B Variety of Paper:** MICR Grade Cheque Paper with UNION BANK OF INDIA's logo and CTS Water Mark and should satisfy RBI specifications.
- C Item required and Quantity:** 200 Ton of 95 GSM MICR Grade CTS cheque paper in Reel form.
- D Specifications:**
- i. Paper shall be strictly as per RBI Technical Specifications for Printing of Standard Cheque Forms and Forms of other Payment Instruments - Annexure II (Part I - Specifications for cheque paper) and shall be supplied with "UNION BANK OF INDIA logo as Watermark" and "CTS Watermark" .
 - ii. The required 'Dandy' for watermarking shall be arranged by the paper manufacturers at their own cost.
 - iii. The supplier shall at their own cost and within 15 days of executing the supply should submit a test report of MICR Grade Paper from Central Pulp & Paper Research Institute, Shaharanpur, as regards to its properties like grammage, thickness, brightness, smoothness Bendtsen, Porosity Gurley, Tear Elmendroff, etc., and all other specifications as per RBI Technical Specifications.
 - iv. If, there are deficiencies in quality of the MICR paper supplied, penalty will be imposed and order can be cancelled.
 - v. MICR paper supplied at printer location if found that it is not meeting the specifications as above, at any stage after delivery, entire lot left out needs to be replaced immediately by the Mill/dealer without any cost to the Bank/Printer.
- E Supply Schedule and Destination:**
- i. Delivery of respective quantity is to be made at the Printers godowns at the respective centers as mentioned below. The delivery should commence within 20-25 days from the date of Purchase Order in batches.

Location	Quantity
New Delhi	25
Kolkata	15
Mumbai	35
Manipal	125
Total	200

- ii. The entire lot should be supplied within 30 - 35 days from the date of Purchase Order.
- iii. However, the Bank may, at its discretion consider on merits any request from the supplier for extension of the due date.
- iv. Failure to supply wholly or partly within the stipulated time, as per terms of our order, non performance of terms & conditions or non compliance of the specifications/ quality prescribed or which is found defective, will entail enforcement of one or more of the following:
 - a) Cancellation of the order in part or full and forfeiture of EMD/Security Deposit.
 - b) Recovery of extra cost, if any, incurred by the Bank in securing the materials from other sources, due to the defect and/or delay in execution beyond the stipulated time or for other deficiencies/reasons, by adjusting the EMD/Security Deposit. Further the Bank reserves rights to claim balance cost/damages if any.

F Defect Liability:

The supplier is liable for any inherent or manufacturing defects in quality of paper, GSM etc observed at a later date, though it might not be apparent or observed at the time of acceptance of the stock. In such an event, the supplier shall be required to replace the stock in part or full/ or compensate for the loss or inconvenience that might have already been caused or might be caused to the Bank on account of such defects or deviation from the Bank's specifications. Further the Bank shall also be at the liberty to approach IBA for cancellation of empanelment of the supplier. This is not withstanding the return of Security Deposit after three months of supply and this time period is not a restraining factor.

GENERAL MANAGER

PART C - TERMS & CONDITIONS

1. APPLICATION COST:

The RFP document is available on the Bank's website www.unionbankofindia.co.in/english/TendelViewAll.aspx and Government tender portal www.eprocure.gov.in Vendors can download the RFP and use it for submission. If the supplier needs a hardcopy, then application cost of Rs: 1,000/- (non-refundable) should be paid by way of Demand Draft (DD)/ Pay Order (PO) drawn in favor of Union Bank of India payable at Mumbai, while buying the hardcopy of the RFP from the Bank. The hardcopy of the application will be available at "Operations Department, Union Bank of India, Central Office, 2nd floor, Tower- 4, World Trade Center, Cuffe Parade, Mumbai - 400 005". The above Demand Draft/PO should be handed over to the Bank authorities.

2. EARNEST MONEY DEPOSIT (EMD):

- The bidder shall submit Earnest Money Deposit in the form of Demand Draft (DD)/ Pay Order(PO) in favor of Union Bank of India, payable at Mumbai or Bank Guarantee valid for the period of 3 Months for Rs: 6,00,000.00 in favor of UNION BANK OF INDIA, payable at Mumbai.
- The Bidders intending to furnish Bank Guarantee in lieu of EMD amount shall submit Bank Guarantee from Scheduled Commercial Bank (Other than UNION BANK OF INDIA).
- Offers not accompanied by the Stipulated EMD shall be liable for rejection.
- EMD of unsuccessful bidders will be returned after finalizing the L1 bidder.
- The EMD/Security Deposit shall not earn any interest.

3. BID PROCESS:

Authorized representatives of bidders shall be present during the opening time of the tender. In this connection, Bank will allow only ONE representative from each Bidder to participate in the Tender Opening.

Bank has the sole discretion to consider any queries raised by the bidder's. Non reply to any of the queries raised by the vendors shall not be considered as acceptance of the query/issue by the Bank.

A. Nature of Bid:

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

- 1) **Technical Bid:** The technical bids shall be submitted in a separate sealed cover along with the following:

- Documents related to Notice Inviting Offers (Part A)
- Documents related to Technical Specifications (Part B)
- Documents for complying with Terms & Conditions (Part C)
- Integrity Pact (Part D)
- Demand Draft/Bank Guarantee towards the EMD amount.
- Documents for complying with the eligibility criteria.

2) Price Bid:

Price Bid shall contain Offers quoting the rates. The Price Bid shall be submitted separately in a sealed envelope as per the format prescribed under Part E. Rates shall be quoted per ton inclusive of Freight, delivery charges, loading, unloading, packing, transit insurance charges etc, but exclusive of GST. GST shall be paid extra as per actual. Location wise supply details are mentioned in Supply Schedule & Destination - Technical Specifications (PART-B).

B. Submission of Bid Documents:

- The technical bids shall be submitted in a separate sealed cover along with the above mentioned details/documents and DD/BG towards EMD.
- The second sealed envelope shall contain the Price Bid as per the format enclosed (Part E).
- Both the envelopes containing Technical Bid and Price Bid shall be put together in a third envelope.
- The said third envelope containing both Technical and Price bids should be duly super scribed "Proposal for the procurement of 200 MT MICR - CTS cheque paper on limited tender basis" and should reach the following address on or before 29/04/2022 by 2:30 PM.

UNION BANK OF INDIA,
OPERATIONS DEPARTMENT,
CENTRAL OFFICE,
2ND FLOOR, TOWER 4, WORLD TRADE CENTER,
CUFFE PARADE,
MUMBAI - 400 005.

C. Date and time of opening of offers & Methodology:

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

time of opening of the bids.

- The Bank reserves the right to open the bids at the stipulated/notified time & Date even if one or more of or all the bidders failing to attend the same.
- The Bank's decision regarding the acceptance/rejection shall be final and no dispute or negotiation will be entertained in this regard.
- The Bank reserves the right to accept or reject any Bid /offer received in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract of award, without thereby incurring any liability to the affected or Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action. The Bank reserves the right to reject any Bid on security and/or other considerations without assigning any reason.
- The Bank reserves the right to cancel the entire Bidding/procurement process at any stage without assigning any reason whatsoever.

D. Determination of L1 Bidder:

- L1 rate will be arrived based on the Rate quoted per ton (on the basis of the weighted average of all the locations).
- If L1 vendor backs out, the EMD amount will be forfeited.

E. Right to Split Work:

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

F. Other conditions:

- Bid shall be valid for 60 days from the last date stipulated for opening of the price bids and once the order is placed within this period, the rate is applicable until the order is executed in complete irrespective of the time schedule prescribed for it.
- The Acceptance of the offers shall rest solely with the Bank and the Bank

does not bind itself to accept the lowest offer, and reserves its authority to reject any or all of the offers received and cancel the entire tender process without assigning any reason whatsoever.

- Offers where any/or more of the prescribed conditions are not fulfilled or/are incomplete in any respect are liable to be rejected.
- The Bank reserves the right to accept the offer in full or in part and the offerer shall have no claim for revision of rates/other conditions if his offer is accepted in part.
- Offers with any conditions other than those stipulated by us are liable for rejection.

G. AWARDING OF CONTRACT AND EXECUTION OF AGREEMENT:

- a. The L1 Bidder will be referred to as selected Bidder and Bank will notify the name of the selected Bidder by displaying in the official Website of Bank. Bank will follow the internal procedure for necessary approvals and thereafter proceed with notification of award of contract.
- b. The contract shall be awarded and the order shall be placed on selected Bidder. Bank releases the order either in Full or in part or place more than one order towards the contract based on banks requirements.
- c. The selected bidder shall submit the acceptance of the order within two days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the Selected Bidder shall be the date of acceptance of the order by the bidder.
- d. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.
- e. On failure of the selected bidder to accept the order within stipulated time, Bank shall be at liberty to proceed with other technically qualified Bidders within the purview of the same RFP by calling for fresh commercial quotes either considering existing commercial quote or fresh commercial quote. The initially selected bidder stands disqualified for further participation in the subject bid.
- f. Within 7 days from the date of acceptance of the order by the selected bidder, the Successful Bidder shall enter into an agreement with the Bank (format as Per PART- G) on a Non Judicial Stamp paper of requisite value.
- g. All stamp duty charges applicable on the agreement shall be borne by the selected bidder.

H. FORCE MAJEURE:

- a. Neither Party shall be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e. Force Majeure.
- b. For the purpose of this clause, “Force Majeure” shall mean an event beyond the control of the bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the bidder, resulting in such a situation.
- c. In the event of any such intervening Force Majeure, the parties shall notify the each other in writing of such circumstances and the cause there of immediately within five calendar days. Unless otherwise directed by the other party, the party shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- d. In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, parties shall be at liberty to terminate the contract.

I. INDEMNITY:

- a. The Bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, prosecutions proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:
 - i. Any breach, default or non-performance of undertakings, warranties, covenants or obligations by the Bidder, non-compliance of safety rules, regulations, instructions by the Bidder and mishaps occurring at the site due to the shifting or maneuverings;
 - ii. Any contravention or Non compliance with any applicable laws, regulations, rules, statutory or legal requirements by the Bidder.
- b. Further, the Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of the services offered by the Bidder.
- c. All Indemnities shall survive notwithstanding expiry or termination of the

contract and Bidder shall continue to be liable under the indemnities.

- d. Claims made by the Purchaser Bank / third parties in case of infringement of Intellectual property rights or for claims relating to the loss of damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be limited to the extent of Agreement Value.

J. PRICE COMPOSITION:

The price quoted should be in Indian Rupees on a fixed price basis without any escalation whatsoever and should include the following:

- a. No advance payment against purchase order.
- b. The price quoted should be in Indian Rupees on a fixed price basis and not subject to fluctuation of the rupee against foreign currencies or for any other reason(s). There will be no increase in price during the contract period.
- c. The prices should be exclusive of all taxes i.e. GST, if any, which will be payable at actual at the time of invoicing. No other charges will be paid by the Bank for delivery, transportation, loading, unloading etc.
- d. The vendor should submit tax invoice showing GST (CGST/SGST/IGST) amount separately in every invoice.

K. CANCELLATION OF THE ORDER AND FORFEITURE OF EMD:

- a. The Bank reserves its right to cancel the offer at any time by assigning appropriate reasons in the event of one or more of the following conditions treating it as default / non performance of the contract:
 - Fails to sign the agreement within the specified time.
 - Fails to deposit the Security deposit/performance guarantee within the specified time.
 - Delay in delivery beyond the specified period.
 - Supplying the security forms which do not conform to the specification/quality prescribed or defective,
 - Negligence / contravenes the terms of the contract.
 - Breaches in the terms and conditions of the Order.
- b. In addition to the cancellation of Order, the Bank reserves the right to invoke the Bank Guarantee or forfeit the Security Deposit given by the bidder towards non performance/non compliance of the terms and conditions of the contract, to appropriate the damages.

- c. The bank shall also have the right to Recover of extra cost if any incurred by the Bank in securing the material etc. from other source due to the defect/delay in Execution over the stipulated time and such extra cost shall be recovered by the Bank from any money due or becoming due to the bidder/ tenderer under this work contract/rate contract or may be recovered by encashment of bank guarantees or otherwise from bidder under any other contract.

L. DISPUTE RESOLUTION MECHANISM:

All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days notice in writing to the other party clearly setting out there in the specific disputes. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators; one to be nominated by each party and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of arbitration shall be Mumbai, India.

M. JURISDICTION AND GOVERNING LAW:

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

N. CONFIDENTIALITY AND NON-DISCLOSURE:

- a. The bidder shall take all necessary precautions to ensure that all information shared to it is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information.
- b. No media release/public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means.

O. REPRESENTATIONS AND WARRANTIES:

- a. The Bidder warrants that they have obtained all necessary corporate approvals to

enter into an Agreement and that no consent, approval, or withholding of objection is required from any governmental authority with respect to the entering into or the performance of this project. The bidder further warrants that they are under no obligation or restriction, nor shall they assume any such obligation or restriction, that would in any way interfere or conflict with, or that would present a conflict of interest concerning, any obligations under this project.

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

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

P. CORRUPT AND FRAUDULENT PRACTICES:

- a. 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.
- b. "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
- c. "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.
- d. 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.
- e. 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.
- f. The decision of Bank in determining the above aspects will be final and binding on the all the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.
- g. Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, Bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the

Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.

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

Q. ADOPTION OF INTEGRITY PACT:

- a. The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.
- b. Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- c. The Bidders shall submit signed Pre Contract integrity pact as per Part-D along with Part-A Technical Bids. Those Bids which are not containing the above are liable for rejection.
- d. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principal or associates.
- e. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- f. Integrity Pact in respect to this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- g. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.
- h. Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- i. Integrity pact shall be signed by the person who is authorized to sign the Bid.
- j. The Name and Contact details of the Independent External Monitor (IEM) nominated by the Bank are as under:



Sl No	IEMs Name	E-mail Address
1	Dr. Meeran Chadha Borwankar IPS (Retd) ,	mcborwankar@gmail.com
2	Smt. Bharathi Sivaswami Sihag, IAS (Retd.),	bsihag@hotmail.com

R. ERASURES OR ALTERATIONS:

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

S. ASSUMPTIONS/PRESUMPTIONS/MODIFICATIONS:

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

T. AMENDMENT TO BIDDING DOCUMENT:

- a. At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.
- b. Notification of amendments will be put up on the Bank’s Website and will be binding on all Bidders.
- c. To allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids.

U. SOCIAL MEDIA POLICY:

- a. No person of the Bidder or the Operators and third parties shall violate the social media policy of the bank.
- b. The following acts on the part of personnel of the Bidder or Operator and third parties shall be construed as violation of Social Media Policy:
 - i. Non adherence to the standards/guidelines in relation to social media policy issued by the bank from time to time;
 - ii. Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non- adherence of social media related systems and procedures.

V. PUBLICITY:

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

4. Performance Bank Guarantee:

- The selected Bidder will be required to submit a Performance Bank Guarantee to the Bank obtained from Scheduled Commercial Bank other than Union Bank of India for Rs: 6,00,000 /-.
- If the supplier fails to submit the Performance Bank Guarantee as per Part - H- PERFORMANCE BANK GUARANTEE FORMAT within the stipulated period, the Bank reserves the right to invoke the Bank Guarantee from the Earnest Money Deposit.
- On satisfactory completion of the contract, this performance bank guarantee shall be discharged and returned to the bidder.

GENERAL MANAGER

Accepted the Terms & Conditions

Signature of Supplier with Seal & Date

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

PART D- INTEGRITY PACT

PRE CONTRACT INTEGRITY PACT

1. GENERAL:

This pre-bid contract Agreement (herein after called the Integrity Pact) is made on _____ day of the month _____ 2022, between, the UNION BANK OF INDIA a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970 having its Head office at UNION BANK BAVAN, Nariman point, Mumbai - 400 005 with branches spread all over India and abroad (here in after referred to as BUYER which expression shall include its successors and assigns) acting through Shri _____ Designation _____ of the officer, representing of the BUYER, of the FIRST PART

AND

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

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

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

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

rendering BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER liable for damages and replacement costs incurred by the BUYER.

2. NOW, THEREFORE, the BUYER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER agree to enter into this pre-contract integrity agreement herein after referred to as Integrity Pact, which shall form part and parcel of RFP as also the contract agreement if contracted with BIDDER, in the event that the BIDDER turns out to be successful bidder, and it is intended through this agreement to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to during and subsequent to the Contract to be entered into with a view to enabling the BUYER to obtain the desired **95 GSM MICR grade CTS standard paper** at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

The parties here to hereby agree to enter into this Integrity Pact and agree as follows:

3. COMMITMENTS OF THE BUYER:

The BUYER commits itself to the following:

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

The BUYER will, during the pre-contract stage, treat all

BIDDERS/SELLERS/CONTRACTORS /SERVICE PROVIDERS alike, and will provide to all BIDDERS/SELLERS/ CONTRACTORS/SERVICE PROVIDERS the same information and will not provide any such information to any particular BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER which could afford an advantage to that particular BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER in comparison to the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS.

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

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

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

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

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

showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the BUYER.

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is the original Manufacturer/Integrator/Authorized government sponsored export entity of the stores/Authorised Service Provider having necessary authorizations, intellectual property rights and approvals from the intellectual property right owners of such materials/services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

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

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

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

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

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

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

5. PREVIOUS TRANSGRESSION:

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

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

6. EARNEST MONEY DEPOSIT (EMD):

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

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

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

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

Earnest Money Deposit in the form of Bank Guarantee valid for the period of 3 Months for Rs: 6,00,000.00 in favor of UNION BANK OF INDIA, payable at Mumbai. It will be returned after selection of the L-1 bidder.

7. PERFORMANCE BANK GUARANTEE:

- 7.1 The selected Bidder will be required to submit a Performance Bank Guarantee to the Bank obtained from Scheduled Commercial Bank other than Union Bank of India for 3%. If the supplier fails to submit the Performance Bank Guarantee as per Part - H - PERFORMANCE BANK GUARANTEE FORMAT within the stipulated period, the Bank reserves the right to invoke the Bank Guarantee from the Earnest Money Deposit. On satisfactory completion of the contract, this performance bank guarantee shall be discharged and returned to the bidder.
- 7.2 Bid Security should be refunded to the successful bidder on receipt of Performance Security. If the successful bidder desires to adjust the amount of bid security for Performance Security, then balance amount of performance Security should be taken and in such case, bid security should not be returned/refunded to the successful bidder until completion of all such obligations under the contract.

8. SANCTIONS FOR VIOLATIONS:

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

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. However, the proceedings with the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) would continue.
- (ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
- (iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2%, higher

than the prevailing Prime Lending Rate/any such rate of UNION BANK OF INDIA while in case of a BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from a country other than India with interest thereon at 2% higher than the ARR, if any outstanding payment is due to the BIDDER/SELLER /CONTRACTOR from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/ CONTRACTOR/SERVICE PROVIDER.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other contracts with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

(vii) To debar the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER/SELLER/CONTRACTOR/ SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, the same shall not be opened.

(x) Forfeiture of The Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

(xi) The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly with any employee of the BUYER, and if he does so BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR

shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/ SERVICE PROVIDER.

The BUYER will be entitled to take all or any of the actions mentioned at para 8 - Sanctions of Violations (i) to (xi) of this Pact, also in the event of commission by the BIDDER/SELLER/CONTRACTOR/ SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined In Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

9. INDEPENDENT EXTERNAL MONITORS:

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

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

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

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

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

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

The BUYER will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an Impact on the contractual relations between the parties. The parties may offer to the Monitors the option to participate in such meetings.

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

10. FACILITATION OF INVESTIGATION:

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

11. LAW AND PLACE OF JURISDICTION:

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

12. OTHER LEGAL ACTIONS:

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

13. VALIDITY:

a. The validity of this Integrity Pact shall be from the date of its signing and extend up to 1 year or such longer period as mentioned in RFP/Contract or the

complete execution of the contract to the satisfaction of the BUYER whichever is later. In case BIDDER/SELLER/ CONTRACTOR/SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

BUYER

Name of the Officer
Designation
Name of Wing
UNION BANK OF INDIA

BIDDER

AUTHORISED SIGNATORY

Witness

1)

2)

Witness

1)

2)

PART E - Price Bid

From:

To

The General Manager,
 Operations Department,
 UNION BANK OF INDIA
 Central Office,
 2nd floor, tower 4, world trade center,
 Cuffe parade,
 Mumbai - 400 005.

Dear Sir,

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

- Ref : In response to your above enquiry, we hereby submit our offers as under for supply of 95 GSM MICR Grade Security Paper with UNION BANK OF INDIA Water Mark as per specifications(Part B) (Amount in Rupees - on the basis of the weighted average of all the locations).

	Rate Per Ton (ExcludingGST)	Rate in Words
Reel Form (Width 43cms)		

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

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

SIGNATURE OF THE BIDDER WITH SEAL & DATE

PART F

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

To:

The General Manager,
UNION BANK OF INDIA,
Operations Department,
Central Office,
2nd floor, tower 4, world trade center,
Cuffe parade,
Mumbai - 400 005.

WHEREAS _____ (Name of Tenderer) (herein after called "the Tenderer" has submitted its tender dated _____ (Date) for the execution of supply of 95 GSM CTS standard MICR paper (hereinafter called "the Tender") in favour of Union Bank of India having its Head Office at 239 Vidhan Bhawan Marg, Nariman Point, Mumbai. hereinafter called the "Beneficiary"; by these presents that we, _____ (name of the issuing Bank), a body corporate constituted under the _____ having its Head Office at _____ amongst others a branch/office at _____ (hereinafter called "the Bank" are bound unto the Beneficiary for the sum of Rs. _____ (Rupees _____ Only) for which payment well and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents;

THE CONDITIONS of this obligation are:

If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or

- 1) If the Tenderer having been notified of the acceptance of his Tender by the Beneficiary during the period of Tender validity;
- 2) fails or refuses to execute the Agreement, if required; or
- 3) fails or refuses to furnish the Performance Bank Guarantee, in accordance with clause 4 of Part C- Terms & Conditions.

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

Not with standing anything contained herein,

Our liability under this Bank Guarantee shall not exceed Rs: 6,00,000.00 (Rupees Six lakhs only)

- i) This Bank Guarantee is valid up to 3 Months and
- ii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ____ (mention period of guarantee as found under clause above plus claim period) Dated ____ day of ____ 2022.

(SIGNATURE & SEAL OF THE BANK)

PART-G

FORMAT OF CONTRACT AGREEMENT

(may be suitably modified by the Bank as per their requirement)

This supply agreement made on this _____ day of the month of _____ in the year Two Thousand _____ (____/____/20____) BETWEEN, UNION BANK OF INDIA a body corporate constituted under the Banking & Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head Office, at Union Bank of India having its Head Office at 239 Vidhan Bhawan, Nariman Point, Mumbai (hereinafter called as "The Bank") of the ONE PART

AND

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

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz
 - a. "Request for Proposal (RFP) dated _____ and all the Annexures along with corrigendum dated _____" as at "Annexure _____"
 - b. Purchase Order issued by Union Bank of India vide Reference No _____ dated _____ 2019 as at "Annexure _____"
 - c. Letter of Acceptance dated _____
 - d. Non-Disclosure Agreement as at "Annexure _____"
 - e. "Technical and Commercial Bids" dated _____ submitted by the _____

Together herein after called "Contract Documents".

Contract Documents and this agreement shall be construed harmoniously and in the event of difference of opinion/contradiction between parties as to the meaning and scope of the terms & conditions and in the event of any ambiguity /interpretation in the terms and condition, reference to the Contract Documents and Agreement shall be had in the following order:

- a) Firstly, this Agreement.

- b) Secondly, Purchase Order Reference No _____
c) Thirdly, Technical and Commercial Bid dated _____

Fourthly, Request for proposal (RFP) dated _____ and all the Annexure along with corrigendum dated _____.

3. In consideration of the payments to be made by the Bank to the supplier the supplier hereby covenants and agrees with the Bank to supply the ORDERED ITEMS to specified location/s and perform the contractual obligations in conformity in all respects and subject to all terms and conditions/rules as mentioned in the aforesaid documents which shall form part of this agreement.

This contract is valid for the period of 6 months.

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

For & on behalf

For & On behalf of the bank

of the contractor with seal

UNION BANK OF INDIA

PART - H
FORMAT FOR PERFORMANCE BANK GUARANTEE

To:
The General Manager,
Union Bank of India,
Operations Department,
2ND floor, Tower - 4, World Trade Centre,
Cuffe Parade,
Mumbai-400 005.

Dear Sir,

In consideration of Union Bank of India, Operations Department, 2ND floor, Tower - 4, World Trade Centre, Cuffe Parade, Mumbai-400 005 placing an order **for the Procurement of 200 MT MICR - CTS watermark cheque paper** _____ having registered office at _____ (hereinafter called the vendor) as per the purchase contract entered into by the vendor vide purchase contract no _____ dated _____ (herein after called the said contract), we _____ (Name of the Guarantor Bank), a 'schedule bank', issuing this guarantee through its branch at _____ presently located at _____ (hereinafter called the bank), do hereby irrevocably and unconditionally guarantee the due performance of the vendor as to the) for **Procurement of 200 MT MICR - CTS watermark cheque paper** as per the said (specifications & terms & conditions) contract entered into by the vendor with you.

If the said vendor fails to supply or the performance of the MICR paper thereof as per the contract and on or before the schedule dates mentioned therein, we _____ (Name of the Guarantor Bank), do hereby unconditionally and irrevocably agree to pay the amounts due and payable under this guarantee without any demur and merely on demand in writing from you during the currency stating that the amount claimed is due by way of failure on the part of the vendor or loss or damage caused to or suffered / or would be caused to or suffered by you by reason of any breach by the said vendor of any of the terms and conditions of the said contract, in part or in full. Any such demand made on us shall be conclusive as regards the amount due and payable under this guarantee.

We _____ (Name of the Guarantor Bank), further agree that this guarantee shall continue to be valid will you unless you certify that the vendor has fully performed all the terms and conditions of the said contract and accordingly discharge this guarantee, or until _____ , whichever is earlier. Unless a claim or demand is made on us in writing under this guarantee on or before _____, we shall be discharged from all our obligations under this guarantee. If you extend the schedule dates of performance under the said contract, as per the terms of the said contract, the vendor shall get the validity period

of this guarantee extended suitably and we agree to extend the guarantee accordingly at the request of the vendor and at our discretion, provided such request is served on the bank on or before _____.

Failure on part of the vendor in this respect shall be treated as a breach committed by the vendor and accordingly the amount under this guarantee shall at once become payable on the date of receipt of demand made by you for payment during the validity of this guarantee or extension of the validity period.

You will have fullest liberty without affecting this guarantee to postpone for any time or from time to time any of your rights or powers against the vendor and either to enforce or forebear to enforce any or all of the terms and conditions of the said contract. We shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the vendor or any other forbearance act or omission on your part or any indulgence by you to the vendor or by any variation or modification of the said contract or any other act, matter or thing whatsoever which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder.

In order to give full effect to the guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the vendor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights if any which are in any way inconsistent with the above or any other provision of this guarantee.

The words the vendor, the beneficiary of this guarantees i.e. Yourself, and ourselves i.e. _____ (Name of the Guarantor Bank), unless repugnant to the context or otherwise shall include their assigns, successors, agents, legal representatives. This guarantee shall not be effected by any change in the constitution of any of these parties and will ensure for and be available to and enforceable by any absorbing or amalgamating or reconstituted company or concern, in the event of your undergoing any such absorption, amalgamation or reconstitution.

This guarantee shall not be revocable during its currency except with your prior consent in writing. This guarantee is non-assignable and non-transferrable.

Notwithstanding anything contained herein above:

I) Our liability under this bank guarantee shall not exceed 3% of the TCO.

- II) This bank guarantee shall be valid up to _____.
- III) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before _____ where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us.

This guarantee deed must be returned to us upon expiration of the period of guarantee.

Signature

Name

(In Block letters)

Designation

(Staff Code No.).....

Official address:

(Bank's Common Seal)

Attorney as per power of Attorney No.

Date:

WITNESS:

1..... (Signature with Name, Designation & Address)

2..... (Signature with Name, Designation & Address)