



**HEAD OFFICE**  
CHUANPUR, NH-34,  
P.O: CHALTIA, BERHAMPUR,  
DIST: MURSHIDABAD  
WB-742101

REF NO: BGVV/P&D/4755/2022-23

Dated: 18-10-2022

**TENDER FOR PRINTING & SUPPLYING OF PERSONALISED CHEQUE BOOKS AS PER THE R.B.I. SPECIFICATIONS OF "CTS-2010 STANDARD" FOR CHEQUE FORMS.**

Bank invites competitive rates for printing of personalised MICR Cheque books, as per the specification mentioned in Annexure-I (A&B). These cheques are to be printed as per RBI guidelines conveyed vide Circular No DPSS.CO.CHD.NO.1832/04.07.05/2009-2010 Dated 22.02.2010 for "CTS-2010" Standard for Cheque Forms - specifications. Tenders should be submitted to The General Manager (P&D), Bangiya Gramin Vikash Bank, Head Office, BMC House, NH – 34, CHUANPUR, CHALTIA, BERHAMPUR, WB- 742101, only on the enclosed Tender Form on or before 09.11.2022 up to 5.30 p.m. with Demand Draft of Rs. 1,00,000/- (Rs. One Lakhs Only) in favour of "Bangiya Gramin Vikash Bank" payable at Berhampore as Earnest Money. The tenders will be opened on 10.11.2022 at 1.00 P.M. at our Head Office. Our acceptance shall be subject to under noted terms and conditions:-

1. The suppliers are requested to send their tenders in a properly sealed cover containing two envelopes, one for **Technical Bid** and other for **Financial Bid**.
2. The Tender to be submitted in Sealed Envelopes as under:
  - a. **Envelope-I:** To contain Complete Tender document with all the relevant information **EXCEPT, PRICE-BID (Annexure-III)** - duly signed on each page along-with EMD in the form of DD payable at Bangiya Gramin Vikash Bank, Berhampore, Murshidabad. The envelope should be super scribed with "**Technical Bid for Printing & Supplying of Personalised Cheque Book**".
  - b. **Envelope-II:** Should contain Financial Bid for Printing & Supplying of Personalised Cheque Book. Price Bid should be submitted as per format given in Annexure-III only and should be duly signed on each page by the authorized signatory. Separately sealed Price bids envelope should be super scribed with "**Financial Bid for Printing & Supplying of Personalised Cheque Book**". Overwriting/corrections are not acceptable in Price bid, however if it is unavoidable, Corrections should be clearly marked and should be verified by cross signing by the Authorized signatory.
  - c. The above two envelopes to be put in one large **Envelope-III** (Main envelope), sealed and submitted. Main envelope should be super scribed with name, contact number, email and other contact details of the vendor/firm.
3. The Name and address of the Bidder of the Tender document are to be specifically mentioned on the Top of the envelope. If the envelopes are not sealed and marked, the Bank will assume no responsibility for the bid's misplacement or premature opening.
4. Tender document can be downloaded from Bank's website [www.bgvb.in](http://www.bgvb.in).
5. Bidders are requested to visit our Head Office (P&D Department) at **Bangiya Gramin Vikash Bank, Head Office, BMC House, NH – 34, CHUANPUR, CHALTIA, BERHAMPUR, WB- 742101** 28.10.2022 at 12.30 P.M. for pre bid meeting and to collect necessary information to clear their doubts if any. No issue/doubts/queries will be entertained after 28.10.2022.
6. Rates quoted in the tender will be as per **Annexure – III** with no other conditions attached.





7. Only the IBA approved printers should quote their rates for printings and supply of security stationary as mentioned in **Annexure-I (A&B)**.
8. Earnest Money Deposit by means of Demand Draft of Rs. **1,00,000/- (Rs. One Lakh Only)** in favour of "**Bangiya Gramin Vikash Bank**" payable at Berhampore must be attached along with Tender Form (**Technical Bid Annexure-II**). No exemption from Earnest Money Deposit will be given to any firm. Tender submitted without EMD shall be rejected.
9. Earnest Money Deposited by the Successful bidder will be converted to Security Deposit and will be kept with the bank for the period till 31-03-2024 without any interest thereof. EMD of unsuccessful bidder will be refunded within 30 days after the bid opening day without any interest thereof.
10. Incomplete & Conditional Tender Forms are liable to be rejected. The financial bid (**Annexure – III**) will not be opened unless Technical bid found to be technically fit.
11. Any sort of negotiation, if required shall be done only with the firm quoting lowest rates and have good experience of sensitive security forms printing in Commercial Banks and Regional Rural Banks.
12. For printing of all MICR cheque with R.B.I specification as per CTS – 2010 standard forms, Cheque paper of 95 G.S.M. of reputed mill approved by RBI/IBA is to be used. Sample of paper bearing the seal and signature of the firm must be enclosed with tender.
13. Rates should be quoted per cheque book separately (**Financial Bid: Annexure – "III"**) inclusive of all type of costs, taxes, charges etc. Rates should be quoted for Cheque Book with Branch Name, Address and MICR Code & Personalized Cheque Book separately in **Annexure – III**.
14. The Binding of cheque books should be of good quality with good quality multicolour printed art covers in the line of regulatory requirements. Books must invariably be tightly packed in good quality polythene.
15. The rough proofs are required to be sent to us within 7 days for approval of the Bank and subsequent approvals from the date of our order, and the supply is to be made within given time from the date of approval of proofs.
16. The tender must reach in sealed cover by Registered Post / Courier or by hand with the words "**Sealed Tender for Printing & Supply of Personalised CTS Cheque 2022-2023**" on the top of envelope. The tenders received on the other than prescribed Tender form will be rejected.
17. If the rates quoted by you are found competitive, order will be placed with you for the supply. The supply shall be required to be made strictly within stipulated time from the date of approval of proofs. The order can however be placed in parts/suitable lots spread over the year **2022-23, 2023-24**. In case of delay, the penalty shall be imposed as below which shall not be disputed.

**For delay up to 15 days: 1% of order**

**For delay more than 15 days: 3% of order**

18. In case, the supply is not found according to R.B.I. specifications as per CTS-2010 standard and as per proof approved by us/RBI/IBA or if the supply is not received by us in time, the deposited Security Deposit will be forfeited, besides delisting of your firm's name out of our list will also be done.
19. Any claim, dispute or difference arising out of or in connection with this agreement and which cannot be settled by mutual consultations, shall be referred to sole Arbitration or an Arbitrator to be appointed by Bank. The award of the Arbitrator shall be final and binding between the parties as per the terms and conditions of the Agreement to be executed on award of contract. The Arbitrator proceeding shall be governed by the Arbitration and Conciliation Act 1996 and shall be conducted in Kolkata. The agreement is subject to the jurisdiction of the courts at Kolkata.





20. Bank reserves all the rights to reject one or all Tenders without assigning any reason.
21. This is a Limited Tender only from short listed **IBA approved/empanelled** vendors.
22. The award of work/approval of tenders will be done category wise separately for saving/current/cc-od etc. Bank reserve the right to adopt the weightage formula for savings account cheque book and current account/cash credit-overdraft account cheque books to arrive at L-1 rate on the basis of Financial Bid. For this, savings account cheque book shall be given 80% weightage and 20% weightage to be given for current/cash credit-overdraft account cheque book.
23. The rates quoted by vendors should be valid up to 31.12.2025, subject to satisfactory performance and annual review. Orders can be placed on actual time basis as per requirement. Quantity may differ according to the banks requirements as requisition received from customers. For any type of Cheques stated in Annexure-I (A&B), (with Branch's name) further orders may be placed depending upon the opening of new Branches or as per bank's requirement.
24. Please ensure that your Tender reaches us on or before 09.11.2022 by 5.30 PM positively. We further advice you that the acceptance of the Tender shall be sole discretion of the Bank.
25. The Tenderer must have experience minimum 05 years. Please enclose the photocopy of order received from any three Nationalized Bank and/or Regional Rural Banks during 2019-20, 2020-21 and 2021-22.
26. All the security features required as per CTS-2010 standard for MICR Cheque must be as per requirement issued by IBA and NPCI.
27. It is mandatory for a printer to get "CTS-2010 Standards, new 500 cheque leaves test certification form NPCI before printing personalised cheque books for bank.
28. Please note that Final proof (5 cheque books with minimum 5 leaves each) should be submitted to General Manager (P&D), BGVB, Head Office for approval before commencing execution of our orders. Printer is also required to submit specimen cheque leaves as per NPCI instructions for testing the compatibility of the same with CTS environment before execution of the work.
29. Bank reserves right to accept / reject any or all of the offers without assigning any reason whatsoever. Bank also reserves the rights to split the order amongst two or more vendors if required, to ensure timely supply and to avoid dependence on only one supplier.
30. The Bank will award the contract to the successful bidder who has been determined to qualify to perform the contract satisfactorily, and whose bid has been determined to be responsive, and is the lowest evaluated bid.
31. Please note the personalised cheque books to be delivered/supplied to the customer's address directly by the vendor through Registered post/Renowned courier services where proof of delivery can be easily tracked.
32. Please note that all the mandatory features as per RBI guidelines are to be strictly complied with, besides size of the paper and printing of each item on the Cheque must be taken care of and adhered to and acceptable to IBA and NPCI. Design, colour of the cheque books will be decided at the time of order.
33. Designing of the Cheque books as per the choice of the Bank will be done by the printer.
34. Please submit complete detail of your Bank account, as the payment will be made by NEFT/RTGS.
35. In case L1 backs out, Bank reserves the right to entrust to L2, and similarly L3/L4.
36. The successful Bidder as concluded by BGVB shall sign a Service Level Agreement (SLA). BGVB may, at its sole discretion, incorporate any portion of any successful Response of a successful Bidder in to the final SLA agreement.
37. All the intended bidders must submit Integrity Pact as per Annexure-IV.
38. The Personalised cheque design and envelope template shall be provided by the Bank.





39. The proposal may be submitted along with the covering letter about the proposal, accompanied by the information/documents indicated in the Annexures and the declaration signed by the authorized signatory with Seal of the Company. All pages of the proposal/bid document along with Annexures are required to be signed.
40. At any time prior to the deadline for submission of Tender, the Bank may for any reason, modify the Tender notice. As such bidders are requested to see Bank's web site (<https://bgvb.in>) once again before the last date of submission of bid to ensure that they have not missed any corrigendum uploaded against the said Tender notice. The responsibility of downloading the related corrigendum, if any, will be of the bidder only. No separate intimation in respect of corrigendum to this Tender Notice (if any) will be sent to the intended bidders(s) who have downloaded the documents from the website. In case any bidder has already submitted proposal before issue of corrigendum, the bidder may submit additional documents/information pertaining to that corrigendum, but only before the last date of submission of bid.
41. Misutilization of customer's information or printed cheque book is strictly prohibited and the vendor has to ensure its' confidentiality.
42. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period and in such case the amount of earnest money/security deposit will be forfeited.
43. In case of any unexpected interruption due to events beyond control of the procurement committee, the process will be continued on the subsequent working day at the scheduled time.

## Contact Persons:

### Shri Krishna Prasad Samantaray

General Manager (P&D)

Phone - +91 7873451810

E-mail – [gminsp@bgvb.co.in](mailto:gminsp@bgvb.co.in)

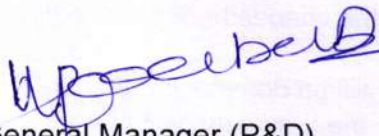
### Shri Malay Kumar Patra

Chief Manager (P&D)

Phone - +91 7278377949

E-mail – [cmpd@bgvb.co.in](mailto:cmpd@bgvb.co.in)

Detailed particulars and specification (ANNEXURE-IA & IB) is attached with the notice.

  
General Manager (P&D)  
Bangiya Gramin Vikash Bank  
Head Office





## Undertaking

The General Manager (P&D)  
Bangiya Gramin Vikash Bank  
Head Office

Dear Sir,

### TENDER FOR PRINTING & SUPPLYING OF PERSONALISED CHEQUE BOOKS

1. We have carefully examined the scope of work and services specified in the memorandum hereinafter set out, having acquired the requisite information relating thereto as affecting the Quotation. We hereby undertake to adhere to specifications and instructions in writing referred to in Annexure-I (A&B) to the Bidder and with such other materials as are provided for, and in all other respects, in accordance with such conditions so far as they may be applicable.

### MEMORANDUM

a.	Description	PRINTING & SUPPLYING OF PERSONALISED CHEQUE BOOKS AS PER THE R.B.I. SPECIFICATIONS OF "CTS-2010 STANDARD" FOR CHEQUE FORMS.
b.	Earnest Money Deposit (EMD)	Rs. 1,00,000/- (Rupees One Lakh only). EMD will not bear any interest.

2. We agree that the stipulated work to be completed within schedule time frame as described in the document.
3. We also agree that our Quotation will remain valid for acceptance by the bank for 90 days from the date of opening of the Quotations and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the earnest money deposit valid during the entire period of validity, including the extended period of validity, of Quotation.
4. Should this Quotation be accepted, I/we hereby agree to abide by and fulfil all the terms and conditions of the Quotation and in default thereof, to forfeit and pay to you or your successor, or assignees or nominees such sums of money as are stipulated in the conditions contained in the Quotation together with the written acceptance of the Quotation.
5. I/we understand that you reserve the right to accept or reject any or all the Quotation either in full or in part without assigning any reason thereof.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

For and on behalf of M/s \_\_\_\_\_

(Signature with seal)

Name \_\_\_\_\_ Designation \_\_\_\_\_

(Certified true copy of the Power of Attorney of the above signatory should be enclosed)





**ANNEXURE - I A (PERSONALIZED)**

**TENDER NOTICE**

- Sealed Tenders are invited from IBA approved printers for printing and supply of MICR cheque as per R.B.I. specifications & as per CTS-2010 standard.
- The Bank reserves the right to reject/accept any/all tenders without assigning any reason.
- Quantity of any type of cheque books may increase / decrease.

**Details of Security Forms required by bank is as follows:-**

**A. PERSONALIZED CHEQUE BOOKS**

SL NO	PARTICULARS
1	SB Cheque book 20 leaves
2	Current Cheque book 20 leaves
3	Cash Credit/Overdraft Cheque book 20 leaves

At present, we are having 587 branches across 12 districts of West Bengal under the 11 Regional Offices, namely Uttar Dinajpur, Dakshin Dinajpur, Malda, Murshidabad, Nadia, North 24 Parganas, South 24 Parganas, Bankura, Purulia, Purba Medinipur and Paschim Medinipur. Branch address and their MICR code will be provided with work order in due course.



**GENERAL MANAGER**



**ANNEXURE - I B (PERSONALIZED)**

**Specifications required to make a complete Cheque Book**

Sl.No	Particulars	Specifications
1	Cheques Leaves	Cheque leaves are to be printed as per CTS-2010 standard specifications containing all mandatory and desirable security features as under:- (i) Void Pantograph. (ii) Invisible UV logos of the bank. (iii) Micro Lettering Line. (iv) Standard Field Placement. (v) Cheque Printing Colours Background. (vi) Fugitive Ink. (vii) Secondary Fluorescent Ink. (viii) Banks logo printed in the branded colour. (ix) New Rupees Symbol. (x) Printers Name with "CTS 2010".
2	Requisition Slip	On 70 GSM Maplitho Paper To be inserted after 15 <sup>th</sup> leaf for a cheque book of 20 leaves.
3	Record Slip	On 70 GSM Maplitho Paper 2 record slip of 8 lines on each side for Cheque book of 20 leaves. To be inserted in the beginning of the Book. Record slips should be cut/punched so that the Cheque number is visible when Cheque book wrap is turned.

**DETAIL OF TENDERED SECURITY FORMS AS PER CTS-2010 STANDARD CHEQUE BOOKS (PERSONALIZED).**

SL. No.	ITEM	No. of Leaves	Size	Paper	Specification
1	MICR SB Cheque Books	20	8" x 3.2/3"	95 GSM MICR Cheque paper Approved by RBI/IBA	20 leaves binded books, one side Multicolour printing, with numbering. 70 G.S.M maplitho Paper requisition and record slip (both side printed) cover of 140 G.S.M art paper With Bank's name and address. (Multicolour Printing)
2	MICR Current Cheque Books	20	8" x 3.2/3"	95 GSM MICR Cheque paper Approved by RBI/IBA	20 leaves binded books, one side Multicolour printing, with numbering. 70 G.S.M maplitho Paper requisition and record slip (both side printed) cover of 140 G.S.M art paper With Bank's name and address. (Multicolour Printing)
3	MICR CC/OD Cheque Books	20	8" x 3.2/3"	95 GSM MICR Cheque paper Approved by RBI/IBA	20 leaves binded books, one side Multicolour printing, with numbering. 70 G.S.M maplitho Paper requisition and record slip (both side printed) cover of 140 G.S.M art paper With Bank's name and address. (Multicolour Printing)

**NOTE: - Numbering will be as per approved norms by RBI/IBA/NPCI.**



**GENERAL MANAGER**

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**ANNEXURE-II (PERSONALIZED)**

**Tender Form (Technical Bid)**

**Details to be filled in by bidder**

1. Name of the Bidder:
2. Address:
3. Telephone No.
4. Mobile No.
5. E-mail address:
6. Fax No.
7. PAN No.
8. TAN No.
9. Registration No. :
10. GST No.
11. Constitution of the Bidder (whether a company/ partnership firm/ proprietary concern, copy of document to be submitted):
12. Work Experience of the Bidder (documents supporting to similar kind of work for at least five years to be submitted):
13. Name/s of the proprietor/ partners/ Director (Copy of document to be submitted):
14. Certificate issued letter no By I.B.A/R.B.I for printing of MICR instruments (Copy of document to be submitted):
15. Rates valid up to: 31.03.2024
16. Currently empanelled with the following Banks. (Kindly Attach empanelment Letter)
  - 1.
  - 2.
  - 3.
17. Attach sample paper with Tender having seal of the firm & signature of authorized person.

18. The bidder's Annual Turnover for last three Financial Years

Financial Years	Turnover (Rs. In Lakh)	Income Tax paid (Rs. In Lakh)*
2021-22		
2020-21		
2019-20		

\*Income Tax returns for the last three years may be attached



19. Bankers Details:

Name of the Bank	Branch Address	Nature / Type of the Account	Account Number

20. Details of Earnest Money deposited:

Amount	DD / Banker's Cheque	Drawn on	Date

21. Details of the institution/s for which similar work have been or are being carried out:

Sl. No	Name of the Institution	Address	Telephone Number, e-mail, Fax No.

22. Self-declaration saying that your company is not block listed by any Govt./PSB/PSU is to be submitted.

I / we hereby declare that I / we have read and understood the general instructions and special conditions for the bidder and also the contents of the standard agreement and accept the same. I/We declare that the particulars/information given by us is true.

Signature of the of the authorized personnel \_\_\_\_\_

Address\_\_\_\_\_

SEAL

Place:

Date:



**ANNEXURE – III (PERSONALIZED)**

**FINANCIAL BID**

**A. PESONALIZED CHEQUE BOOKS**

<b>SL. No.</b>	<b>Particulars</b>	<b>Rate/ Book</b>	<b>GST</b>	<b>Envelope Charges</b>	<b>Courier/ Postal Charges</b>	<b>Total Rate</b>
1	MICR SB Cheque Books 20 Leaves					
2	MICR Current Cheque Books 20 Leaves					
3	MICR CC/OD Cheque Books 20 Leaves					

**DECLARATION**

I/We hereby declare that I am authorized to submit the Tender to Bangiya Gramin Vikash Bank, Head Office, Berhampore. The details given in this form are correct to the best of my knowledge and belief.

**Signature with Seal**

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

Date: .....

Place: .....



## ANNEXURE-IV INTEGRITY PACT

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Bangiya Gramin Vikash Bank, constituted under the Regional Rural Banks Act, 1976 and having its Head Office at Berhampore, Murshidabad, PIN – 742101, West Bengal hereinafter referred to as “The Buyer”, which expression shall mean and include unless the context otherwise requires, its successors in office and assigns of the First Part.

And

M/s. \_\_\_\_\_ having its registered office at \_\_\_\_\_

\_\_\_\_\_ hereinafter referred to as “The Bidder/Contractor/Seller”, which expression shall mean and include unless the context otherwise requires, successors and permitted assigns of the Second part.

### **Preamble:**

Whereas the buyer intends to procure (Name of the Stores/Equipment / item / Services), under laid down organizational procedures and the BIDDER/Seller is desirous of offering / has offered the stores/Equipment / item / Services and

WHEREAS the BIDDER is a private company /public company / Government undertaking / partnership / LLP / registered export agency and is the original manufacturer / Integrator / authorized / Government sponsored export entity of the stores / equipment / item or Service Provider in respect of services constituted in accordance with the relevant law in the matter and the buyer is a Regional Rural Bank and a Government Undertaking as such.

WHEREAS the BUYER has floated a tender (Tender No.: ) hereinafter referred to as “Tender / RFP/RFQ” and intends to award, under laid down organizational procedures, contract/s purchase order / work order for (name of contract/order) or items covered under the tender hereinafter referred to as the “Contract”.

AND WHEREAS the BUYER values full compliance with all relevant laws of the land, rules, bye-laws, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Pact or “Pact”, the terms and conditions of which shall also be read as Integral part and parcel of the Tender documents and Contract between the parties.

NOW, THEREFORE in, consideration of mutual covenants contained in this Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings, the parties hereby agree as follows and this Pact witnessed as under:

The contract is to be entered into with a view to:-

Enabling the BUYER to procure the desired said stores/ equipment/ item/ Services 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 BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any and all forms, by its officials by following transparent procedures.



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

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

### **Section 1- Commitments of the Buyer**

(1) The Buyer commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Buyer, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Buyer will, during the tender process treat all Bidder(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Buyer will exclude from the process all known prejudiced person.

(2) If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Buyer will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

### **Section 2- Commitments of the Bidder(s) / Contractor(s)**

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

a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or the other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans., technical proposal and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign Buyers, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.



e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2). The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the existing provisions of GFR, 2017, PC Act, 1988 and other Financial Rules/Guidelines etc.

### **Section 4- Compensation for Damages**

(1). If the Buyer has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Buyer is entitled to demand and recover the damages equivalent to earnest Money Deposit/Bid Security.

(2). If the Buyer has terminated the contract according to Section 3, or the Buyer is entitled to terminate the contract according to Section 3, the Buyer shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5- Previous transgression**

(1) The Bidder declares that no previous transgression occurred in the last three years immediate before signing of this integrity pact with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprises or central/state government department in India that could justify his exclusion from the tender process.

(2). If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealing".

### **Section 6- Equal treatment of all Bidders/Contractors/Subcontractors**

(1) In case of sub-contracting, the Buyer contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP.

(2) The Buyer will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Buyer will disqualify from the tender process all the Bidders who do not sign this Pact or violate its provisions.

### **Section 7- Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)**

If the Buyer obtains knowledge of conduct of a Bidder, Contractor or Sub contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform the same to the Chief Vigilance Officer.

## **Section 8- Independent External Monitor**

- (1) The Buyer appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under the agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would be provided access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/ records/ information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Chairman, Bangiya Gramin Vikash Bank.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Buyer including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractor.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on "Non-Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, Bangiya Gramin Vikash Bank and recues himself/herself from that case.
- (5) The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Buyer and Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Buyer and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairman, Bangiya Gramin Vikash Bank within 8 to 10 weeks from the date of reference or intimation to him by the Buyer and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman, Bangiya Gramin Vikash Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

## **Section 09- Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion future business dealings.



If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Chairman, BGVB.

### Section 10- Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is The “Place of award of work”.

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

(3) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(4) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(5) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(6) Issues like warranty/Guarantee etc. shall be outside the purview of IEMs.

(7) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

The parties hereby sign this Integrity pact at .....on .....

BUYER	BIDDER
<b>Signature (with seal)</b>	<b>Signature (with seal)</b>
Name of the Officer:	Name of the Officer:
Designation:	Designation:
Bangiya Gramin Vikash Bank:	Bidder's Company Name:
Witness	Witness
1.	1.
2.	2.

## DISCLAIMER

1. Bangiya Gramin Vikash Bank, P&D Department, Head Office, has prepared this document to give background information on the project to the interested parties. While Bangiya Gramin Vikash Bank has taken due care in the preparation of the information contained herein and believe it to be accurate, neither Bangiya Gramin Vikash Bank, nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.
2. The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely only on the information provided by BGVB in submitting the quotation. The information is provided on the basis that it is non– binding on Bangiya Gramin Vikash Bank or any of its respective officers, employees, agents or advisors.
3. Bangiya Gramin Vikash Bank reserves the right not to proceed with the project or to change the configuration of the Project, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest.