

## RFP FOR PRINTING & SUPPLY OF DATE CALENDARS 2018

### REQUEST FOR PROPOSAL

### FOR

### PRINTING & SUPPLY OF DATE CALENDARS 2018

REF NO: TENDER NO PPR 02/2017

ISSUED BY: Canara Bank

Publicity & Public Relation Section,  
Marketing & Retail Resource Wing,  
Jeevan Prakash Building,  
Head Office Annex.113/1,  
J C Road, Bengaluru-560002

E MAIL: [hoppr@canarabank.com](mailto:hoppr@canarabank.com)

Website: [www.canarabank.com](http://www.canarabank.com)

## RFP FOR PRINTING & SUPPLY OF DATE CALENDARS 2018

### Bid Details in Brief

Sl. No.	General Details	Details
1.	Tender No. and Date	TENDER NO PPR 02/2017 dated 27/07/2017
2.	Brief Description of the Tender	PRINTING AND SUPPLY OF DATE CALENDARS FOR THE YEAR 2018
3.	Bank's Address for Communication and Submission of Tender	The Deputy General Manager Canara Bank, Publicity & Public Relation Section Marketing & RR Wing, Head Office. 1 <sup>st</sup> Floor, Jeevan Prakash Building 113-1, JC Road, Bengaluru -560002 Tel – 080-22109609  The Senior Manager, Publicity & Public Relation Section, Marketing & RR Wing, Head Office, 1 <sup>st</sup> Floor, Jeevan Prakash Building 113-1, JC Road, Bengaluru -560002 Tel - 080-22238184 Email: hoppr@canaraBank.com
4.	Mode of Tender	Offline
5.	Tender Type	Limited Tender
6.	Type of Tender	Procurement
7.	Bidding Type	Indigenous
8.	Consortium	Not Allowed
9.	Download Tender Document	Available
10.	Purchaser Location	Pan India
<b>KEY DATES</b>		
11.	Date of Issue of TENDER	27/07/2017
12.	Last Date and Time of Submission of Physical Bids	21/08/2017, up to 12 Noon
13.	Date and time of Opening of Part-A- Technical Proposal.	21/08/2017, 03:00 PM

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14.	Date and time opening of Commercial bid	22/08/2017, 12:30 PM
15.	No. of Envelopes to be submitted	<b>Two Envelops:</b> 1. EMD & Technical Proposal. 2. Price Bid. Above two envelops should be enclosed in a Master Envelop.
16.	Earnest Money Deposit(Refundable)	Rs.7,00,000/- (Rupees seven lakh only)

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**TENDER NO PPR 02/2017 DATED 27.07.2017**

### **PART-A**

Sealed offers are invited from the printers for printing and supply of 35 lakh Date Calendars for the Bank, on Total Cost Basis inclusive of GST or any other taxes and insurance, (excluding freight and forwarding charges) to be supplied to the Bank's 21 Circle Offices across the country (list enclosed) and to our Head Office at Bangalore. Important details are given below:

#### **1. Eligibility:**

- I. Should have been in printing line for 5 years.
- II. Should have a minimum turnover of Rs.10.00 Crores per annum for last 3 years.
- III. The net worth of the Applicants shall be positive and should be making profit during each of the previous three financial years (Audited for 2014-15, 2015-16 and unaudited for 2016-17). Copies of duly Audited Balance Sheets and P & L account, duly certified by Auditor along with Auditor's report to be annexed. Provisional Balance sheet and Provisional P & L account for 2016-17 should be submitted if Audited statement is not ready. The same shall be certified by the Authorized person of the bidder.
- IV. Should have the capacity and infrastructure to print and supply 35,00,000 Date Calendars within the set time.
- V. Should have executed a Single Bulk Order of 20,00,000 Calendars during the last 3 years.
- VI. Should have reputed Companies and Banks in their list of Clientele.
- VII. The Bidder should not have been blacklisted or debarred by any Govt. Entity, Bank or Corporate Institutions. The Bidder should give a notarized affidavit to this effect.

The printers who submit their offers will have to provide corporate profiles, credentials and also references from the buyers for whom the bulk supplies have been effected by them.

The specifications for the Date calendars are given in the Annexure. Intending bidders may examine the specification of the calendar regarding size, number of pages etc., and seek clarifications if any, before submitting the bids.

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2. **Item Required:** Date Calendars of the Bank for the year 2018 as per the Specifications mentioned herein.
3. **Quantity:** 35 lakh Date Calendars to be supplied to 21 Circle Offices of the Bank across the country and to Head Office, Bangalore. **28 Lakh date calendars Confirmed order will be issued as first lot. Bank may or may not issue order for balance lot depending on requirement of bank on a later date.**
4. **RATES:** Quote your rates in the format enclosed. Please CONFINE your rate to **Rupee and Paise only (Only 2-decimals)**. Quotations with rates in more than 2-decimals in paise will be rejected. Rates are to be quoted inclusive GST or any other taxes and insurance, (excluding freight and forwarding charges). Rates once quoted will be final.

The item value along with GST etc. should be claimed in the invoice. Freight/Forwarding charges should be claimed separately, destination-wise. GSTIN number should be specified in the quotation/DC/bills.

From the date of placing the order till the delivery of the items, if any changes are brought in the tax structure by the Government resulting in reduction of the cost of the items, the benefit arising out of such reduction shall be passed on to the Bank. No extra charge/tax will be paid for Road permit and the Bank will not arrange for the Road permit.

### **VALIDITY & ACCEPTANCE OF OFFERS:**

Offers in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected.

Offers with any conditions overriding our Terms and Conditions are liable for rejection. No offer can be modified or withdrawn by a Printer after submission of the Offer.

The proposal and all supporting documents submitted by the Printer shall become the property of the Bank.

**Nature of Bid:** Two bid system i.e. “Technical Bid” and “Price Bid”. The printers have to submit their tender along with the samples of Calendar, as specified in Annexure with EMD, in one sealed cover super scribing “Technical Bid”. The Price Bid has to be submitted in another sealed cover super scribed as “**Price Bid**”. The said two covers should be put in a larger cover super scribed as “**Bid for supply of Date Calendars**”

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2018". The above sealed cover shall be addressed to

**The Deputy General Manager  
Canara Bank,  
Publicity & Public Relations Section  
Marketing & RR Wing, Head Office.  
1<sup>st</sup> Floor, Jeevan Prakash Building  
113-1, JC Road, Bengaluru -560002**

After opening the tenders, the Bank will screen the offers submitted by the printers who satisfy the eligibility criteria and shortlist the qualified printers.

### **Pre Bid Meeting:**

**A pre bid meeting of the interested bidders will be held on 08.08.2017 at 3:00 Pm at the following address:**

**Canara Bank,  
Publicity & Public Relations Section  
Marketing & RR Wing, Head Office.  
1<sup>st</sup> Floor, Jeevan Prakash Building  
113-1, JC Road, Bengaluru -560002**

If felt necessary, Canara Bank reserves the right to make amendments /changes in the tender. Those changes will be put on Canara Bank's website.

The renderer shall submit duly signed Integrity Pact on non Judicial stamp paper of requisite value while submission of tender (Format enclosed appendix 3). If any bid is received without Integrity Pact as stated above such bid shall not be accepted. Name & details of Independent External Monitors (IEMs) identified for this Tender is as under.

SN	Name	Email
1	Sri Dilip Mavinkurve	<a href="mailto:dilipmav@gmail.com">dilipmav@gmail.com</a>
2	Sri Hari Santosh Kumar	<a href="mailto:hsantoshkumar50@gmail.com">hsantoshkumar50@gmail.com</a>

The Bank shall not allow/permit changes in the Quotation specifications once it is submitted.

The Bank will scrutinize the offers received, to determine whether they are complete and as per bid requirement, whether Quotation documentation as asked for and required to evaluate the offer has been submitted, whether the documents have

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been properly signed and whether items are offered as per the bid requirements. Offers not meeting the qualification criteria will be rejected.

**The samples of such short listed Printers only will be considered by the Bank for evaluation. The bids of such Printers who meets the eligibility criteria and whose sample/s is/are approved only will be considered by the Bank for opening of the price bid.**

The costs incurred by the applicant in making this offer, in preparing the sample Calendar or in any of the process of this tender will not be reimbursed by the Bank.

The printer who has quoted the least rate (L1) in price bid will be awarded the contract provided the Bank is satisfied with the quality of the sample Date Calendars and sample papers (to be submitted along with confirmatory from the Mill) and capacity of the Printer. **However, the total quantity may be distributed among the printers whose bids are L 1 and L 2 , i.e. 70% to L 1 Printer and 30% to L 2 Printer, subject to L 2 Printer agreeing to execute at L 1 Rate, subject to Bank's discretion/requirement. The Bank reserves the right to alter/modify the said percentage, depending upon the urgency/circumstances. The printing and supply of Date Calendars will be subject to the terms and conditions laid down by the Bank.**

If two suppliers quote the same L1 rate, fresh quotes will be obtained from both L1 bidders after providing reasonable time for resubmission of fresh rates. Bank's decision regarding reasonable time shall be final and binding on the bidders. There after contract will be awarded to L1 bidder as per the fresh quotes

### **4.1 Government of India Guidelines On Purchase Preference:**

Procurement through Micro & Small Enterprises [MSEs]:

Procurement through MSEs will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises from time to time. Following are the conditions applicable as per the Government of India Guidelines

4.1.1 This MSEs should have been registered with:

4.1.1.1 District Industries Centers or

4.1.1.2 Khadi Village Industries Commission or

4.1.1.3 Khadi & Village Industries Board or

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4.1.1.4 Coir Board or National Small Industries Corporation or

4.1.1.5 Directorate of Handicrafts & Handloom or

4.1.1.6 Any other body specified by the Ministry of Micro, Small & Medium Enterprises.

4.1.2 MSEs participating in tenders, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 in a situation where L1 price is from someone other than MSE & such MSE shall be allowed to provide service upto 20% of total tendered value. In case of more than one such MSE, the services shall be shared proportionately according to the tendered quantity.

4.1.3 Bank shall procure minimum 20% of their annual value of goods or services from MSEs.

### **4.1.4 Special provisions for MSEs owned by SC or ST-**

Out of the 20% annual target from MSE, a sub-target of 20% [i.e. 4% out of 20%] shall be earmarked for procurement from MSE owned by SC or ST entrepreneurs

4.1.5 MSEs are also exempted from paying Application fee/cost & EMD.

4.1.6 MSEs should submit the relevant documentary proof for claiming the exemptions.

4.1.7 MSEs shall have basic required qualification under eligibility criteria specified in the Tender and the above Policy will be applicable to those qualifying Bidders only.

4.2 The Eligible MSEs who intend to match the L1 Price (ultimately decided by the Bank) shall indicate the willingness to match the L1 Price within 6 working days from the date of communication from the Bank to avail the purchase preference

4.3 The details are available on web site [dcmsme.gov.in](http://dcmsme.gov.in). Interested vendors are requested to go through the same for details. Apart from the above the provisions of the Policy Circular No.1(2)(1)/2016-MA dtd 10<sup>th</sup> March 2016 of Govt. of India ,Ministry of Micro ,Small and Medium Enterprises ,New Delhi also will be allowed.

### **5. Security Deposit:**

The successful bidder/s will be required to provide a sum of **10% of the value of the order as Security Deposit**, by way of Fixed Deposit with Canara Bank or a DD/Bank Guarantee of a Scheduled Commercial Bank /Public Sector Banks in prescribed format in lieu of Deposit within 5 days of receipt of our confirmation as to acceptance of rates/calling for security deposit. Firm orders will be placed on receipt of Security Deposit/Bank DD/Guarantee. EMD earlier deposited will be converted as security deposit and balance security has to be provided by the Printer. EMD/Security Deposit of successful bidders would be returned within 60 days of successful completion of the entire order upon their request for refund in writing.



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NO INTEREST IS PAYABLE ON EITHER EMD AMOUNT OR SECURITY DEPOSIT FURNISHED/TO BE FURNISHED.

**6. Earnest Money Deposit: Intending bidders shall submit by DD on Bangalore favoring Canara Bank from** any scheduled commercial bank or Bank Guarantee of a Scheduled Commercial Bank /Public Sector Banks in prescribed format for Rs.700,000/- (Rupees Seven lakh only). Bids without EMD/Bank Guarantee will be rejected. As per Government guidelines, exemption to be given to SSI/SME units for submission of EMD. In lieu of EMD, a copy of the exemption certificate issued by NSIC or such authorities may be furnished.

If the successful bidder fails to accept the order placed as per the terms & conditions of this enquiry and / or fails to provide the balance security deposit, within the stipulated time, EMD will be forfeited or Bank Guarantee will be invoked. In case of successful bidder, upon acceptance of the order by him, the EMD will be treated as part of security deposit and balance security deposit/ Bank Guarantee is to be provided by the successful bidder. In case of unsuccessful bidders, the EMD/ Bank Guarantee will be returned.

### **7. Supply schedule/Destination/Validity:**

Delivery of entire quantity is to be made as under:

The Bank will provide the printing materials. The Printer shall submit the proof/sample Calendar for our approval within 7 days of awarding the contract. After approval, the Printer shall supply the entire quantity of the order placed within 45 days from the date of approval of the proof or on or before 05.12.2017 whichever is earlier, to all our 21 Circle Offices, spread out all over India and to our Head Office, Bangalore.

The Calendars are to be packed in roll form containing 25 Calendars each and such 10 to 12 rolls are to be neatly packed in each carton/corrugated boxes of good quality, secured intact and dispatched to the Centers /Circle Offices on “Freight to Pay” basis without any damage. Dispatching of Calendars as above to be made in consultation with Bank.

Any delay in dispatch/delivery will entail the Bank to initiate action as stated under the condition- Delivery /penalty. The Bank will provide a list indicating the number of Calendars to be dispatched to each of these Circle Offices including for Head Office and the printer will dispatch the same without delay.

**8. Payment** will be made after completion / delivery of the entire stock. However, Bank at its discretion may release part payment for the actual quantity supplied, and on receipt of confirmation from the recipient Circle Offices for having received the

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Calendars in actual numbers indicated, conforming to the specifications in all respects and in good condition.

**Printing and delivery of the calendars shall be strictly within the stipulated deadline.**

**9. Offer should be valid for a period of 60 days** from the date of order and once an order is placed within that period, the rates are to be applicable until execution of the order by you or its completion irrespective of the time schedule prescribed for it/extension given (if any). **GSTIN** Number should be specified in your quotation/DC/Bills.

### **10. SUBMISSION DATES:**

**LAST DATE FOR RECEIPT OF OFFERS – 21.08.2017 BEFORE 12:00 Noon**

**DATE OF OPENING OF OFFERS - 21.08.2017 at 03.00 PM**

**11. Enclosures in the bid:** The bid should be made in an organized, structured and neat manner. Brochures / leaflets etc. should not be submitted in loose form. The suggested format for submission of QUOTATION Offer for this Enquiry is as follows:-

- a. Printer's Covering letter as per Annexure B.
- b. Delivery Schedule.
- c. Any other details.
- d. Earnest Money Deposit (EMD) – DD OR Bank Guarantee for Rs.7,00,000/-.
- e. Commercial version of Bill of Materials/Performa Invoice and Price Schedule. This must contain all Price information, including the cost of accessories if any.

### **12. DOCUMENTS REQUIRED TO BE SUBMITTED:**

- I. The Tenderers have to submit duly signed integrity pact to be executed on non-judicial stamp paper (in the format enclosed in Appendix 3). Without submission of this integrity pact, the bid is considered invalid.
- II. The Tenderers have to submit calendar samples, sample of paper along with letter duly mentioning the name of the paper mill from whom paper will be procured for printing of calendars and Xerox copies of documentary proof with regard to fulfillment of various conditions mentioned under eligibility criteria.
- III. Before submitting the Bids, the Tenderers may visit our office and examine the

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existing calendars (2017) samples, if they desire to do so.

Please take note of the Instructions and our terms & conditions before quoting your rates in the price bid. Any amendments to this tender will be posted in the Bank's website.

**DEPUTY GENERAL MANAGER**

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### PART - B SPECIFICATIONS

(RIGHT HAND PORTION OF THE TECHNICAL QUESTIONNAIRE TO BE FILLED BY THE TENDERER)

**ITEM TO BE SUPPLIED: 35 LAKH DATE CALENDARS FOR THE BANK FOR THE YEAR 2018.**

Please fill in the details in the below table against each requirement. The tenderer shall furnish all the relevant details. If the space provided is inadequate, the details can be furnished by way of annexure, enclosing catalogues, product profiles etc., giving due references therein.

DESCRIPTION	BANK'S SPECIFICATIONS	CONFIRMATION BY THE TENDER
QUANTITY	35,00,000(Thirty Five Lakh) Calendars. 28 Lakh date calendars confirmed order will be issued as first lot. Bank may or may not issue order for balance lot depending on requirement of bank on a later date. - <b>PLEASE CONFIRM</b>	
SIZE	15" x 20.5"	
No. OF PAGES	6 Sheets / 12 pages (Back to back printing) Sample Calendar/ specification is available for scrutiny. - <b>PLEASE CONFIRM</b>	
Variety of Paper	Bank's Required Specifications* SS Maplitho Paper of good quality from any one of the mills mentioned below- Ballarpur/JK/Westcoast/ITC/TNPL/IP APPM Ltd/Seshasayee Paper(Erode Unit) - <b>PLEASE CONFIRM</b>	
Grammage	80 GSM - <b>PLEASE CONFIRM</b>	
Opacity (%)	Minimum 85 % to enable printing on both sides - <b>PLEASE CONFIRM</b>	
Brightness	Minimum 85 % - <b>PLEASE CONFIRM</b>	
PROCESS	Offset Printing - <b>PLEASE CONFIRM</b>	
NUMBER OF COLOURS	2 Colour Printing - <b>PLEASE CONFIRM</b>	

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RIMMING	Double twisted steel grey rimming on 15" side with a silk hanger. An appropriate hole in exact centre has to be made for passing silk thread, which has to be provided by you. <b>-PLEASE CONFIRM</b>	
PRINTING	Legible and clean printing is required. Calendars meant for 6 states will be got printed with respective State Holidays only and remaining calendars with 3 National Holidays only. The list of holidays will be provided to the printer as soon as the same is announced by the State Government concerned. In respect of Karnataka State calendars, Shalivahana Saka / panchanga details have to be incorporated apart from State Holidays. <b>-PLEASE CONFIRM</b>	

\* Bank reserves the right to test the paper for specification through approved Labs before issuing the purchase orders to the lowest bidders and also Bank official will visit the printing press and verify the printing of Calendars /Paper Quality during the printing process.

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### OTHER CONDITIONS:

DESCRIPTION	BANK'S SPECIFICATIONS	CONFIRMATION BY THE TENDERER
APPROVAL & SAMPLES	<p>Proof has to be submitted within seven days from the date of order from the Bank and got approved before final printing. Bulk production to be taken up only after approval of the samples. The quality of the Date Calendars should be exactly as per approved samples. Any deviation in quality of the Date Calendars renders the stock liable for rejection.- <b>PLEASE CONFIRM</b></p> <p>The sample paper (minimum 25 sheets) which will be used for printing of bulk quantity of Calendars should be sent to us along with proof/sample calendars.</p>	
SUPPLY	<p>The entire printing and dispatch will have to be completed within 45 days from the date of approval of the proof or on or before 05.12.2017 Whichever is earlier. The supply is to be made to the 21 Circles of the Bank across the country and to the Bank's Head Office at Bangalore. <b>-PLEASE CONFIRM</b></p>	
RATE	<p>Please quote your rate inclusive of GST &amp; any other taxes and insurance, (excluding freight and forwarding charges). Please round off the rate to nearest paisa. DO NOT QUOTE MORE THAN TWO DECIMALS. <b>PLEASE CONFIRM</b></p>	
EMD	<p>EMD of Rs.7,00,000/- (Rupees Seven lakh only) by way Of DD on Bangalore Fvg. Canara Bank./Bank Guarantee in prescribed format. (DD/Bank Guarantee OF Scheduled Commercial BANK/PSU Bank ONLY SHOULD ACCOMPANY YOUR QUOTATION.QUOTATIONS WITH OUT EMD ARE LIABLE TO BE REJECTED). <b>PLEASE CONFIRM</b></p>	
SECURITY DEPOSIT/BANK GUARANTEE	<p>Security Deposit of 10% of the value of the order should be provided to the bank. The EMD of the successful bidder will be converted as Security deposit. <b>PLEASE CONFIRM</b></p>	

CONTD....

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PAYMENT	ENTIRE PAYMENT WILL BE MADE BY US, UPON YOUR SUBMITTING THE BILL / DELIVERY CHALLAN AFTER COMPLETION OF THE DESPATCH AND RECEIPT OF CONFIRMATION FROM ALLOUR CIRCLE OFFICES FOR HAVING RECEIVED IN GOOD CONDITION. Bank may at its discretion, may release part payment for the actual quantity of calendars supplied. The Printer has to certify each Bill / Invoice under the signature of the authorized person and confirm that the Calendars have been printed as per specification of the Bank. <b>PLEASE CONFIRM</b>	
DESCRIPTION	BANK'S SPECIFICATIONS	CONFIRMATION BY THE TENDERER
PENALTY	Penalty will be charged for delayed supplies as under :-	
	(a) Delay upto 5 days -5% (Five PERCENT OF THE AMOUNT OF THE DELAYED QUANTITY)	
	(b) 6 to 10 days -10% (Ten percent of the amount of the delayed quantity)	
	(c) 11 to 15 days-20%(Twenty percent of the amount of the delayed quantity)	
	The printing/supply of calendars shall be subject to the terms and conditions prescribed/to be prescribed by the Bank and the Bank shall be at liberty to encash /invoke the Bank Guarantee, in addition to adjusting the Earnest Money Deposit and Security deposit in the event of failure to comply with the terms and conditions set out in this Notice. The Bank reserves the right to accept or reject the quotations submitted depending upon the capacity of the Printers. The Bank also reserves the right to cancel the order at any point of time for the delay in printing or for the non-compliance of terms and conditions stipulated by the Bank. No dispute or negotiation shall be entertained in this regard and the decision of the Bank shall be final and binding on all parties. <b>PLEASE CONFIRM</b>	

**BIDDER SHOULD GIVE CONFIRMATION REGARDING ACCEPTING ALL TERMS AND CONDITIONS OF RFP IN THEIR LETTER HEAD WITH SEAL AND SIGNATURE OF THE AUTHORISED SIGNATORY.**

**Note 1:** It may be noted that the specifications detailed above are only minimum. The tenderer shall furnish the full details of the item offered with all the details including

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additional features over & above the minimum specified by Bank.

**Note 2:** Further the quantities indicated are rough assessment of Bank's requirement and Bank shall have the option to print (+) or (-) 20% of the quantity specified in this bid at the same price and on the same bid conditions.

### PART - C: General Conditions of Contract.

#### 1. EARNEST MONEY DEPOSIT:

The Quotation offer shall be accompanied by Earnest Money Deposit of Rs7,00,000.00 (Rupees seven Lakh only) by way of demand draft issued by a Scheduled Commercial Bank/Public Sector Bank only in favour of CANARA BANK payable at Bangalore.

EMD of the Successful bidder whose bid is accepted will be converted into Security Deposit.

In case of Printers who are unsuccessful, DD for EMD amount shall be returned immediately on finalizing the L1 or L1 and L 2 printer as the case may be. The EMD shall not earn any interest till it is refunded.

**2. SECURITY DEPOSIT:** The Successful bidder is required to provide a sum of 10% of the value of the order as Security Deposit, by way of Fixed Deposit with Canara Bank or a DD/Bank Guarantee of a Scheduled Commercial Bank /Public Sector Bank only in prescribed format in lieu of Deposit within 5 days of receipt of our confirmation as to acceptance of rates/calling for security deposit. Firm orders will be placed on receipt of Security Deposit/Bank DD/Guarantee. EMD earlier deposited will be converted as security deposit and balance security has to be provided by the Printer. EMD/Security Deposit of successful bidders would be returned within 60 days of successful completion of the entire order upon their request for refund in writing. NO INTEREST IS PAYABLE ON EITHER EMD AMOUNT OR SECURITY DEPOSIT FURNISHED/TO BE FURNISHED.

#### 3. SUPPLY SCHEDULE, DESTINATION AND AGREEMENT

The entire printing and dispatch will have to be completed within 45 days from the date of approval of the proof or on or before 05.12.2017 whichever is earlier. The supply is to be made to 21 Circle offices of the Bank across the country and to the Bank's Head Office at Bangalore.

Failure to supply wholly or partly, as per terms of our order, non performance or non supply in time or supplying the materials which do not conform to the specification/quality prescribed or 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 in



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part or full.

- B. Recovery of extra cost, if any, incurred by the Bank in securing the materials from other sources, due to the defect/delay in execution over stipulated time or otherwise, by adjusting the EMD/Security Deposit besides the Bank reserves rights to claim balance cost/damages.
- C. Rejection of the entire stock/ to the extent of defective stock.

**AGREEMENT:** The Successful bidder shall sign an **agreement within 7 days from date of “acceptance of the tender”** by the Bank in the prescribed form (Format enclosed) on a non judicial stamp paper. All legal expenses, incidental thereto shall be borne by the successful bidder. If the successful bidder / tenderer fail to sign the agreement within the stipulated time Bank reserves the right to cancel the “order” and forfeit the Earnest money deposit submitted by the Printer.

**4. RATES:** The Successful bidder should quote in figures as well as in words the rate, and amount tendered by them.

Rates: Special care should be taken to write the rates in figures as well as in words, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the symbol `Rs.' should be written before the figure of rupees and in case of words, the word `Rupees' should precede the amount and the word `Paisa' should be written at the end (up to 2-Decimals only), unless the rate is in whole rupees and followed by the words `only'.

While quoting the rate (schedule of quantities) the word `only' should be written closely following the amount and it should not be written in the next line. However, if a discrepancy is found:

- i). the rates which correspond with the amount worked out by the tenderer shall unless otherwise proved be taken as correct. (OR)
- ii). if the amount of an item is not worked out by the tenderer or it does not correspond with the rates written either in figures or in words then the rate quoted by the tenderer in words shall be taken as correct. (OR)
- iii). where the rates quoted by the tenderer in figures and in words tally but the amount is not worked out correctly, the rates quoted by the tenderer will unless otherwise prove be taken as correct and not the amount.

All corrections such as cuttings, interpolations, omissions and over-writings shall be numbered as `c', `i', `o' and `ow' and initialed and total of such c, i, o and ow on each page certified at the end of the page with grand total at the end of the bill/schedule of quantities.

Tender shall be submitted on prescribed Form only. All rates shall be quoted on the proper form of the tender alone. Quoted rates and units different from those prescribed in the

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tender schedule will be liable for rejection.

### 5. VALIDITY & ACCEPTANCE OF OFFERS:

- Offers should be valid for **60 (SIXTY ) DAYS** from the date of order and once an order is placed within that period, the rates are to be applicable until execution of the order by the Printer or its completion irrespective of the time schedule prescribed for it/extension given (if any). Sales tax registration/TIN/VAT Number should be specified in your quotation/DC/Bills.
- The Acceptance of the offers will rest with the Bank which does not bind itself to accept the lowest offer, and reserves to itself the authority to reject any or all of the offers received and cancel the entire tender process without assigning any reason.
- Offers in which any of the prescribed conditions are not fulfilled or 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 the offer is accepted in part.
- Offers with any conditions overriding our Terms & Conditions are liable for rejection.
- This bid document is not transferable. Only the party, to whom it is issued, is entitled to submit the offer to the Bank.
- The proposal and all supporting documentation submitted by the Printer shall become the property of the Bank.
- No offer can be modified or withdrawn by a Printer after submission of Offers.

5. **PRELIMINARY SCRUTINY:** The Bank will scrutinize the offers received to determine whether they are complete and as per bid requirement, whether Quotation documentation as asked for and required to evaluate the offer has been submitted, whether the documents have been properly signed and whether items are offered as per the bid requirements. Offers not meeting the qualification criteria will be rejected.

6. **CLARIFICATION OF OFFERS:** To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all Printers for clarifications on the offer made by them. The request for such clarifications and the Printer response will necessarily be in writing and it should be submitted with in time stipulated by the Bank.

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**7. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER:** The Bank reserves its right to reject any or all the offers including incomplete offers without assigning any reason thereof whatsoever. The Bank will not be obliged to meet and have discussions with any Printer and / or to entertain any representations in this regard.

**8. SUBMISSION OF QUOTATION DETAILS:** *The Offer may not be evaluated and may be rejected by the Bank* in case of non-adherence to the format or partial submission of information as per the format given in the offer.

*If any part of the Quotation specification offered by the Printer is different from the asked specifications in our bid, the Printer has to substantiate the same in detail the reason of their quoting a different specification than asked for, like higher version or non availability of the specifications sought by Bank, invariably to process the quote.*

The Bank shall not allow/permit changes in the Quotation specifications once it is submitted.

**10. DELIVERY / PENALTY:** Delivery should be within the time stipulated by the Bank.

Failure to supply whether wholly or partly as per terms of our order or non – performance or non-supply in time or supplying the materials which do not conform to the specification/quality prescribed or which are found defective in any other way from the samples approved or stipulated by Bank will entail enforcement of one or more of the following:

- I. Cancellation of the order in part or full.
- II. Forfeiture of the security deposit in whole or part.
- III. Recovery 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 or otherwise.
- IV. Rejection of the entire stock/the extent of defective stock.

**Penalty will be charged for delayed supplies as under:-**

Penalty will be charged for delayed supplies as under :-
(a) Delay upto 5 days -5% (Five percent of the amount of the delayed quantity)
(b) 6 to 10 days -10% (Ten percent of the amount of the delayed quantity)
(c) 11 to 15 days-20%(Twenty percent of the amount of the delayed quantity)

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**If supplies are delayed beyond the stipulated time, orders are liable to be cancelled.**

- a. Penalty will be collected separately for each location on the value of all items to be delivered at that location.
- b. Where part supplies are made, the delivery should be deemed to be completed only after all the items as per the printing order are delivered to that location. In such case, delivery date will be the date of delivery of the last item delivered to that particular location.

**11. PRICING & PAYMENTS:** The Price offered to the Bank must be in Indian Rupees inclusive of GST and any other taxes, (excluding freight and forwarding charges). **Pease note that no extra charge / tax will be paid for the said location where road permit is required. Bank will not arrange for Road permit.**

From the date of placing the order till the delivery of the items, if any changes are brought in the tax structure by the Government resulting in reduction of the cost of the items, the benefit arising out of such reduction shall be passed on to the Bank.

**No advance payment will be considered. The item value along with GST/other taxes/freight etc should be claimed in the invoice.**

**12. ORDER CANCELTION:** The Bank reserves its right to cancel the entire / unexecuted part of the Order at any time by assigning appropriate reasons in the event of one or more of the following conditions:

1. Delay in delivery beyond the specified period for delivery.
2. Serious discrepancies noted in the items delivered.
3. Breaches in the terms and conditions of the Order.
4. Bankruptcy of the Printer.

In addition to the cancellation of the order, the Bank reserves the right to forfeit/ appropriate Security deposit given by the Printer towards the damages.

**13. INDEMNITY:** The Successful Bidder shall indemnify the Bank against all actions, proceedings, claims, damages and any other expenses including legal costs) which incurred /to be incurred by the Bank in the event of breach of terms and conditions of the contract and infringement of intellectual property rights including patent trademarks, copy right, trade secrets or industrial design rights and/or violation of any statutory guidelines. Further the successful bidders shall agree that this Clause survive the completion / termination of the order execution process/ contract.

**14. PUBLICITY:** Any publicity by the Printer in which the name of the Bank is to be used shall be done only with the explicit written permission of the Bank.

**15. FORCE MAJEURE:** The Successful Bidder shall not 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 Printer, i.e. Force Majeure.

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For the purpose of this clause, “Force Majeure” shall mean an event beyond the control of the Printer, 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 Printer, resulting in such a situation.

In the event of any such intervening Force Majeure, the Printer shall notify the Bank in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the Printer 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.

**16. RESOLUTION OF DISPUTES:** 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 their specific disputes. In the event of absence of consensus about the single arbitrator, the dispute may be referred to the competent court under the Arbitration & Conciliation Act, 1996, for the appointment of the said sole Arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. Disputes, if any, shall be subject to the jurisdiction of the courts at Bangalore.

### **17. ASSIGNMENT**

The Successful Bidder shall not sub contract /assign/transfer/ any rights/ obligations of the contract to any other party without the prior written consent of the Bank.

**18. SHREDDING METHOD:** Waste sheets of Stationery with Bank's name & logo shall not be disposed off or sold in the Market as it is. Instead the same shall be duly shred and then disposed off. Any violation of this term shall be treated as Violation of Principal Terms of Contract and the Bank is entitled to claim damages.

**19. INTELLECTUAL PROPERTY-** The Successful Bidder hereby covenants that the inputs provided by it shall not infringe upon the intellectual property rights of the Bank or of any third person. Further, the Successful Bidder shall not either during execution of the order covered under the RFP or any time later, use the name, logo or any other branch identity of the Bank for any purpose unless the same is specifically authorized by the Bank in writing. The Successful Bidder shall agree that this Clause survive the completion/ termination of the order execution process/contract.

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**20. CONFIDENTIALITY-** The Successful Bidder may be exposed to the information of the Bank which are of confidential and sensitive in nature. The Successful Bidder shall hold all such confidential information obtained before or during the execution of the order in strict confidence and shall not disclose such data or information to any third person without the prior written approval of the Bank. The Successful Bidder shall use the same degree of care in safe guarding the data and Information as it uses or would use in safeguarding its own Confidential Information. The Successful Bidder undertakes that the data or information obtained for the execution of the order shall not be used for any other purpose without the approval of the Bank. The Successful Bidder shall agree that this Clause survive the completion/ termination of the order execution process/contract.

**21. SEVERABILITY-** If any provision of this RFP is held to be invalid, illegal or unlawful by a court of competent jurisdiction or for any reason, then terms of this RFP shall remain otherwise in full force apart from such provisions, which shall be deemed deleted.

**22. GOVERNING LAW AND JURISDICTION** -This RFP shall be governed by and construed in accordance with the laws in India and shall be subject to the exclusive jurisdiction of the Courts at BENGALURU.

**23. ORDER OF PRECEDENCE-** In the event of any inconsistency or conflict between the provisions contained in the RFP, purchase order and the Supply Agreement executed by the Successful Bidder, the provisions of this RFP shall prevail.

**24. NOTICE-** Any notice required under this RFP shall be given in writing by Registered Post or Speed Post or Courier or Facsimile and sent to the addresses as mentioned hereunder. In case of change in address for the purpose of notice, each party shall notify in writing to the other about such change of address.

Address of the Successful Bidder	Address of the Bank

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### APPENDIX- I

#### TO GENERAL CONDITIONS OF CONTRACT

1	Period of Completion for Supply	Within 45 days from the date of approval of the proof or on or before 05.12.2017, whichever is earlier
2	Penalty for Delayed Supply	As detailed in clause 10
3	Value of Interim bill	NOT APPLICABLE
4	Period of honoring interim bill for the Accepted quantity	NOT APPLICABLE
5	Period of honoring Final bill	60 (SIXTY DAYS ONLY)

**SIGNATURE OF TENDERER WITH SEAL**

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### APPENDIX-2: SUPPLY / CONTRACT AGREEMENT FORMAT

This supply agreement made on this \_\_\_\_\_ day of the month of \_\_\_\_ in the year Two Thousand Seventeen (\_\_\_\_. 2017) BETWEEN, Canara Bank a body corporate constituted under the Banking & Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head Office, at 112, J C Road, Bangalore- 560 002, represented by The Deputy General Manager, Publicity & Public Relations Section, M&RR Wing, HO, Bangalore, its duly constituted attorney (hereinafter referred to as Bank) of the ONE PART;

AND

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

**WHEREAS THE Bank is desirous of getting printed and supplying of Banks' Date Calendar-2018** for said location and has accepted the tender opened on \_\_\_\_.

\_\_\_\_.2017 submitted by the Printer & the Printer 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 shall be deemed to form and be read and construed as part of this agreement viz.
  - a) Notice inviting Tender
  - b) The Tender Document comprising Notice inviting the tender , General rules & Instruction to tenderers, General Conditions of the Contract, Special conditions, Appendices to General Conditions of Contract, Special Conditions of Contract, PRICE BID (Priced schedule of quantities with specifications), Drawings .
  - c) Corrigendum to tender document if any.
  - d) Letter from Printer dt. \_\_\_\_\_ in response to the negotiation meeting discussions held on \_\_\_\_\_
  - e)Letter of Acceptance issued to Printer by Bank – letter No. \_\_\_\_\_ DT \_\_\_\_\_.
  - g) Letters from and to the Printer, if any, leading to and prior to acceptance letter.

3. In consideration of the payments to be made by the Bank to the Printer the Printer hereby



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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.

Any provision which is not expressly provided or reduced into writing in this Agreement, the reference to and interpretation of such provision shall be as mentioned in the corresponding provision in the Request For Proposal (RFP) dated \_\_\_\_\_

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

**For & on behalf of the  
Printer with seal**

**For & on behalf of the  
Canara Bank with seal**

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### APPENDIX-3

#### PRE CONTRACT INTEGRITY PACT

##### 1. GENERAL

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on \_\_\_\_\_ day of the month 20\_\_\_\_, between, the Canara Bank, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970 having its Head office at 112, J.C. Road, Bangalore 560 002, with branches spread over India and abroad (hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri \_\_\_\_\_, (Designation of the officer) representing \_\_\_\_\_, of the BUYER, of the FIRST PART

AND

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

1.2. WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) /engage the services and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is willing to offer/has offered the stores/services and

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

1.4. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER has clearly understood that the signing of this agreement is an essential pre-requisite for participation in the bidding process in respect of Stores/Equipment/Items/Services proposed to be procured by the BUYER and also understood that this agreement would be effective from the stage of invitation of bids till the

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complete execution of the agreement and beyond as provided in clause 13 and the breach of this agreement detected or found at any stage of the procurement process shall result into rejection of the bid and cancellation of contract rendering BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER liable for damages and replacement costs incurred by the BUYER.

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

2.1. Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service/Materials at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

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

### COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

3.1. The BUYER represents that all officials of the BUYER, connected whether directly or indirectly with the procurement process are duty bound by rules and regulations governing their service terms and conditions not to demand, take promise for or accept, directly or through

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intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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

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

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

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid

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or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

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

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

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

4.4. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members,

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agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

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

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

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

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

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

### 5. PREVIOUS TRANSGRESSION

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

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

### 6. EARNEST MONEY (SECURITY DEPOSIT)

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

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

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

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

### 7. SANCTIONS FOR VIOLATIONS

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

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(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 therefor.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

(iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of (Name of the Bank/Financial Institution) while in case of a BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER /CONTRACTOR from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

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

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



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

7.2. The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (xi) of this Pact, also in the event of commission by the BIDDER/ SELLER/CONTRACTOR/SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined In Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

7.3. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER/SELLER/ CONTRACTOR shall be final and conclusive on the

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BIDDER/SELLER /CONTRACTOR. However, the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

### 8. FALL CLAUSE

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

### 9. INDEPENDENT EXTERNAL MONITORS

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

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

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

9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitors shall on receipt of any complaint arising out of tendering process jointly examine such complaint, look into the records while conducting the investigation and submit their joint recommendations and views to

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the Management and Chief Executive of the BUYER. The MONITORS may also send their report directly to the CVO and the commission, in case of suspicion of serious irregularities

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

9.6. The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project /Procurement documentation of the BUYER including that provided by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which the 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/ Subcontractors( ) with confidentiality.

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

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

### 10. FACILITATION OF INVESTIGATION

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

### 11. LAW AND PLACE OF JURISDICTION

## RFP FOR PRINTING & SUPPLY OF DATE CALENDARS 2018

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

### 12. OTHER LEGAL ACTIONS

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

### 13. VALIDITY

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

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

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

BUYER

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER/AUTHORISED SIGNATORY

Designation

Name of Wing

Canara Bank

Witness

Witness

1) & 2)

1) & 2)

## RFP FOR PRINTING & SUPPLY OF DATE CALENDARS 2018

### Annexure A – Authorization letter format

The Deputy General Manager,  
Canara Bank,  
Publicity & Public Relations Section  
M&RR WING  
Head Office  
Bangalore – 560 002.  
Karnataka State

Dear Sir,

**SUB: Tender for printing & supply of 35 lakh Date Calendars-2018 for the**  
**Bank.(Authorization Letter for attending the Quotation / Bid Opening.**

**REF: YOUR Enquiry NO: ENQUIRY NO: PPR: 02.**

This has reference to your above Enquiry for supply of the subject items.

We hereby authorize Mr./ Miss/Mrs. \_\_\_\_\_

to attend the bid opening of the above bids on the due dates on behalf of our organization.

The specimen signature is attested below:

\_\_\_\_\_  
Specimen Signature of Representative

\_\_\_\_\_  
Signature of Authorizing Authority

\_\_\_\_\_  
**Signature of Attesting Authority**

\_\_\_\_\_  
Name of Authorizing Authority

## RFP FOR PRINTING & SUPPLY OF DATE CALENDARS 2018

### Annexure B - Covering letter format

Our Reference No:

Date:

To

The Deputy General Manager,  
Canara Bank,  
Publicity & Public Relations Section  
M&RR WING  
Bangalore – 560 002.  
Karnataka.

Dear Sir,

**Sub : Printing & Supply of Canara Bank Date Calendars-2018.**

**REF: YOUR Enquiry NO: ENQUIRY NO: PPR: 02**

Having examined the bid document including all **Annexures** the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Printing & supply the items in conformity with the said bid in accordance with the Schedule of Prices indicated in the commercial offer and made part of this offer.

If our offer is accepted, we undertake to commence and complete delivery within the stipulated time period calculated from the date of receipt of your Notification of Award / Order.

We agree to abide by this offer till 60 days from the date of opening of the offer by the Bank and our offer shall remain binding upon us and may be accepted by the Bank any time before the expiration of that period.

We accept all Terms and Conditions of the subject Enquiry. We are hereby submitting the tender document duly signed in all the pages for having accepted all the terms and conditions.

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive without assigning any reason whatsoever.

**We are enclosing herewith our DD No. \_\_\_\_\_ Dtd. \_\_\_\_\_ for Rs.5,00,000/- drawn on \_\_\_\_\_ Bank towards Earnest Money Deposit.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_ YYYY.

Signature. \_\_\_\_\_

Name of the company/ Authorised Printer with seal.

(PLEASE ENSURE THAT ALL THE COLUMNS ARE FILLED BEFORE SUBMITTING THE QUOTATION)

## RFP FOR PRINTING & SUPPLY OF DATE CALENDARS 2018

### PRICE BID

Location	Description	Cost Per Calendar	Total Amount (In figures)		Total Amount (In words)
			Rs.	Ps.	Rupees
21 Circle offices of Canara Bank and to Head Office, CANARA BANK, M&RR Wing, HO Bangalore-56002	Cost of Printing & supply of 35 lakh Date Calendars 2018				
	<b>TOTAL :</b>		Rs.	Ps.	Rupees

**GRAND TOTAL AMOUNT IN WORDS: Rupees.**

**SIGNATURE OF THE PRINTER WITH SEAL**

## RFP FOR PRINTING & SUPPLY OF DATE CALENDARS 2018

### LIST OF CIRCLE OFFICES

SL NO	CIRCLE
1	AHMEDABAD
2	BANGALORE
3	BHOPAL
4	BHUBNESWAR
5	CHANDIGARH
6	CHENNAI
7	DELHI
8	GUWAHATI
9	HYDERABAD
10	JAIPUR
11	KARNAL
12	KOLKATA
13	LUCKNOW
14	MADURAI
15	MANGALORE
16	MUMBAI
17	PATNA
18	PUNE
19	RANCHI
20	TRIVANDRUM
21	VIJAYAWADA



## RFP FOR PRINTING & SUPPLY OF DATE CALENDARS 2018

### Annexure C

#### Bank Guarantee Format for Security Deposit

Guarantee No.....  
Amt. of Guarantee Rs.....  
Guarantee cover from Dated: .....  
To Dated: .....  
Last Date for Lodgment of claim : .....

To

.....  
.....

In consideration of .....(hereinafter called “Beneficiary”) having agreed to exempt.....Ltd., having its Registered Office situated at .....(hereinafter called “the Obligor(s)”) from the demand of Security Deposit of Rs.....(Rupees .....only) under the terms and conditions of an agreement dated .....(hereinafter called the “said Agreement”) for the due fulfilment by the said Obligor of the terms and conditions contained in the said agreement, on production of the Bank Guarantee for Rs.....(Rupees.....only), at the request of the Obligor a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at amongst others a branch at .....(hereinafter referred to as “the Bank”)has agreed to give following guarantee in favour of the beneficiary for an amount not exceeding Rs.....(Rupees.....only) against any loss or damage caused to or suffered or would be caused to or suffered by reason of any breach by the said Obligor(s) of any of the terms and conditions contained in the said agreement.

## RFP FOR PRINTING & SUPPLY OF DATE CALENDARS 2018

- (2) We, the Bank do hereby undertake to pay the amount payable under this guarantee without any demur merely on a demand from the beneficiary stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by reason or any breach of the terms and conditions contained in the said agreement or by reason of the obligator's failure to perform the said agreement. Any such demand in writing made on the Bank shall be conclusive as regards the amount due and payable by the Bank under the guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
- (3) We, the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the beneficiary under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the beneficiary certifies that the terms and conditions of the said agreement have been fully discharged this guarantee. Unless a demand for claim under this guarantee is made on us in writing on or before..... we shall be discharged from all liabilities under this guarantee thereafter.
- (4) We, the Bank further agree that the beneficiary shall have the fullest liberty, without consent and without effecting in any manner or obligations hereunder, to extend time of performance by the said obligator(s) from time to time or to postpone for any time any of the powers exercisable by the beneficiary against the said obligator(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved of our liability by reason of any extension being granted to the said obligator(s) for any forbearance, act or omission on the part of the beneficiary or any indulgence by the beneficiary to the said obligator(s) or by any such matter or thing whatsoever which under the law relating to sureties would not for this provision have effect of so relieving us.
- (5) We, the Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the beneficiary in writing.
- (6) Notwithstanding anything contained here in :
- (i) Our liability under this Bank Guarantee shall not exceed Rs.....  
(Rupees.....only)
- (ii) This Bank Guarantee is valid upto.....: and
- (iii) We are liable to pay the guaranteed amount or any part thereof under this Bank

## RFP FOR PRINTING & SUPPLY OF DATE CALENDARS 2018

Guarantee only and only if you serve upon us a written claim or demand on or before .....( mention period of the guarantee as found under clause (ii) above plus claim period )

PLACE:

DATE:

SIGNATURE

## RFP FOR PRINTING & SUPPLY OF DATE CALENDARS 2018

### Annexure D

#### Bank Guarantee Format for Earnest Money Deposit

To

.....  
.....  
.....

WHEREAS .....(Name of Tenderer)(hereinafter called “the Tenderer” has submitted its tender dated.....(Date) for participating in the bidding process for the Printing and supply of Diaries and Planners for the year 2018 the execution of (Name of Contract).....(hereinafter called “the Tender”) in favour of .....CANARA BANK.....hereinafter called the “Beneficiary”;

KNOW ALL MEN by these presents that we, ....., a body corporate constituted under the ..... having its Head Office at ..... amongst others a branch at.....

.....(hereinafter called “the Bank” are bound unto the Beneficiary for the sum of Rs..... (Rupees.....

.....only) for which payment well and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents; THE

CONDITIONS of this obligation are:

- (a) If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or
- (b) If the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of Tender validity;
  - (i) fails or refuses to execute the Agreement, if required; or
  - (ii) fails or refuses to furnish the performance security, in accordance with

## RFP FOR PRINTING & SUPPLY OF DATE CALENDARS 2018

clause..... of Conditions of Contract.

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

Notwithstanding anything contained herein

- (i) Our liability under this Bank Guarantee shall not exceed Rs.....  
(Rupees.....only)
- (II) This Bank Guarantee is valid up to.....: and
- (iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... ( mention period of the guarantee as found under clause (ii) above plus claim period)

Dated.....day  
of.....20.....

SIGNATURE OF THE BANK