

**EMPANELMENT OF SECURITY FORM PRINTERS FOR PRINTING & DISPATCH OF
PERSONALISED CHEQUE BOOKS WITH PRINTER'S PAPER FOR -2- YEARS**

REQUEST FOR PROPOSAL (RFP)

FOR

**TECHNICAL / FINANCIAL BIDS FROM PROSPECTIVE
IBA APPROVED SECURITY FORM PRINTERS**

IMPORTANT DATES

| | |
|---|---|
| DATE OF ISSUE OF RFP | : 16-12-2020 |
| LAST DATE AND TIME FOR SUBMISSION OF PRE-BID QUERIES | : 22-12-2020 up to 05:00 P.M |
| DATE OF PRE-BID MEETING | : 24-12-2020 |
| LAST DATE AND TIME OF SUBMISSION OF RFP | : 08-01-2021 up to 05:00 P.M |
| DATE OF OPENING OF TECHNICAL BID | : 11-01-2021 at 11:00 A.M |
| DATE OF OPENING OF FINANCIAL BID | : Shall be Communicated Separately |

**Bank of Baroda,
Stationery & Security Forms Section
Operations and Services Department.
Head Office, 7th Floor, Baroda Bhavan,
R C Dutt Road, Alkapuri,
Vadodara - 390 007(Gujarat)
(0265- 2316759/2316772/2316773/2316774/2316789)**

| INDEX | | Page No. |
|--------------|---|-----------------|
| 1 | Introduction | 3 |
| | 1.1 Overview | 3 |
| | 1.2 Objectives & Notice For Invitation To Bid | 3 |
| | 1.3 Notice Inviting Tender For | 3 |
| | 1.4 Important Clarification | 4 |
| 2 | Schedule Of Events | 4 |
| 3 | Terminology Used In This Document | 5 |
| 4 | Disclaimers | 7 |
| 5 | Geographical Coverage & Delivery | 8 |
| 6 | Pre-Qualification Criteria | 10 |
| 7 | Bidding Process | 11 |
| 8 (A) | Note For Tender Fee & Earnest Money Deposit | 12 |
| 8 (B) | Exemption for Tender Fee & Earnest Money Deposit | 13 |
| 9 | Mandatory Information | 13 |
| 10 | Tender Opening Process | 14 |
| 11 | Tender/Bid Validity | 14 |
| 12 | Contract & Validity Period | 14 |
| 13 | Security Deposit | 15 |
| 14 | Pre Bid Meeting | 17 |
| 15 | Settlement of Disputes | 18 |
| 16 | Method of Arriving L-1 Rate | 18 |
| 17 | Technical Bid (Annexure-I) | 20 |
| 18 | Financial/Price Bid (Annexure-II) | 25 |
| 19 | Proforma of "Declaration" (Annexure-III) | 26 |
| 20 | Details of Printing/Papers etc. (Annexure-IV) | 27 |
| 21 | Details of cheque-book cover, inserts and envelope & Others | 29 |
| 22 | Terms & Conditions (Annexure-V) | 30 |
| 23 | Format of Pre Contract Integrity Pact (Annexure-VI) | 32 |
| 24 | Format of EMD Bank Guarantee (Annexure-VII) | 39 |
| 25 | Format of Performance Bank Guarantee (Annexure-VIII) | 42 |



1. INTRODCUTION

1.1 OVERVIEW:

Bank of Baroda, (hereinafter referred to as BOB/the Bank) a Body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its **Head Office at Alkapuri, Baroda-390007, Registered at Mandvi, Baroda and Corporate Office at Baroda Corporate Centre, Bandra Kurla Complex, Bandra (East), Mumbai- 400 051**, hereinafter referred to as the '**Bank**'. BANK OF BARODA is one of the largest banks with a network of over 8000+ branches spread across PAN India. The Bank also has presence in 24 countries across the globe. The Bank offers wide range of products and services to both Corporate and Retail Customers. The Bank also has one of the largest networks of more than 10,000 ATMs spread across geographical locations. Bank also provides services to its customers through alternate delivery channels such as Internet Banking, ATMs, Kiosks and Mobile Banking etc. To expand further reach, Bank is also forging ahead with cutting edge technologies and innovative new banking models and implementing various initiatives.

1.2 OBJECTIVES:

The objective of this Request For Proposal is to select IBA approved security printers who are eligible, interested and capable of supplying on time, different types of **Personalised Cheque Books mentioned in Annexure 'II'** and capable and willing to undertake the job of printing **in Zones/States of the Bank where their printing units are located.**

1.3 NOTICE INVITING TENDER FOR

- a) EMPANELMENT OF SECURITY FORM PRINTERS FOR -2- YEARS
- b) RATE OF PRINTING & DISPATCH OF PERSONALISED CHEQUE BOOKS WITH PRINTER'S PAPER

The RFP bid document should be submitted to the office of:-

The General Manager
Bank of Baroda,
Stationery & Security Forms Section
Operations and Services Department
Head Office,7th Floor, Baroda Bhavan,
R C Dutt Road, Alkapuri, Vadodara - 390 007
Contact No- 0265- 2316772/2316773/2316774/2316789/59)
Email: stationery.ho@bankofbaroda.co.in

1.4 IMPORTANT CLARIFICATION:

- Please note that all the information required needs to be provided. Incomplete information may lead to non-consideration of the proposal.
- All Bids must be accompanied by Tender Fee and Earnest Money Deposit as specified in this document.
- The information provided by the bidders in response to this RFP document will become the property of BOB and will not be returned. BOB reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them.

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

2. SCHEDULE OF EVENTS:

| Sr No | Process | Instruction |
|--------------|---|---|
| 1. | Date of issue of RFP document by Notification in Bank's Website | Date: 16-12-2020 |
| 2. | Last date and time for receipt of written queries for clarification from bidders | Date: 22-12-2020 Time: 05.00 PM Place: Vadodara (over email) <u>stationery.ho@bankofbaroda.co.in</u> |
| 3. | Date of Pre-Bid meeting (If required) | Date: 24-12-2020 Meeting shall be convened through Microsoft's "Teams" Application and invite shall be sent on 23-12-2020 |
| 4. | Last Date and Time for submission of documents: Envelope 1- Papers relating to Technical Bid, Mandatory information, Tender fee of Rs 25,000.00 (Non Refundable) and EMD of Rs. 15,00,000.00 (EMD can be deposited by means of a Draft/Pay Order in favour of BANK OF BARODA and payable at Baroda which shall be retained for 180 days (or) by submission of Bank | Date: 08-01-2021 Bank of Baroda, Stationery & Security Forms Section, Operations and Services Department Head Office, 7th Floor, Baroda Bhavan, R C Dutt Road, Alkapuri, Vadodara - 390 007(Gujarat) |

| | | |
|----|---|---|
| | Guarantee as per Annexure VII for a period not less than 180 days from the last date of submission of the bids. Envelope 2- Price Bid | |
| 5. | Bidder Contact Details | Bidder to Provide following information through mail after dispatch of Bid to us: 1. Name of the Company 2. Authorized Contact Person 3. Mobile Number & email of contact person 4. Postal address with Pin Code |
| 6. | Place , Date and Time of opening of Envelope-1 | Place: Bank of Baroda, Head Office,7th Floor, Baroda Bhavan, R C Dutt Road, Alkapuri, Vadodara - 390 007(Gujarat) Date: 11-01-2021 Time: 11.00 am Representatives of Bidder may be present during opening of Bid. However, bids would be opened even in the absence of any or all of the bidder's representatives. |
| 7. | Visit of Printing site (If Required) | At the discretion of the Bank |
| 8. | Place , Date and Time of opening of Envelope-2 | Place: Bank of Baroda, Head Office,7th Floor, Baroda Bhavan, R C Dutt Road, Alkapuri, Vadodara - 390 007(Gujarat) Date and time will be communicated separately to such bidders/representatives of Bidder who are Technically Qualified. However, bids would be opened even in the absence of any or all of the bidder's representatives. |

3. TERMINOLOGY USED IN THIS DOCUMENT:

Following terms are used in the document interchangeably to mean:

| Sr No | Term | Meaning |
|--------------|-----------------------------|--|
| 1. | The Bank/BOB | Bank of Baroda |
| 2. | RFP | Request for Proposal |
| 3. | Recipient/Respondent/Bidder | Printer submitting application in response to this RFP |

| | | |
|-----|---------------------------------|--|
| 4. | Bid | RFP response documents prepared by the Bidder and submitted to the Bank |
| 5. | EMD | Earnest Money Deposit |
| 6. | BCP | Business Continuity Plan |
| 7. | Contract | the agreement entered into between the Bank and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein |
| 8. | Vendor/Service Provider/Printer | The Bidder who participates in the RFP for empanelment and featuring in the empanelled list of printers for the Bank. |
| 9. | Services | All services, scope of work and deliverables to be provided by Bidder as described in the RFP and includes provision of assistance, support, and other obligations of the Vendor covered under this RFP |
| 10. | PCBs | Personalized Cheque Books |

4. DISCLAIMERS:

The information contained in this RFP document and subsequent amendments if any, will form an integral part of this RFP.

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

This document is meant for the specific use by the Company / person/s interested to participate in the current RFP process. This document in its entirety is subject to Copyright Laws. Bank of Baroda expects the bidders or any person acting on behalf of the bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders will be held responsible for any misuse of the information contained in the document and liable to be prosecuted by the Bank in the event of such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

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

5. GEOGRAPHICAL COVERAGE & DELIVERY:

As branches of the Bank are spread across the entire country, for better operational efficiency they have been classified into 18 zones. The allocation of Zones amongst empanelled vendors for their IBA approved printing units within the Zone will be the objective of the Bank. PAN INDIA single rate Quote is invited for the following centers:-

| Sr. No. | Name of the Zone | State/UT Covered | IBA approved Printing Unit preferably located at any of the following locations |
|---------|------------------|--|---|
| 1. | AHMADABAD ZONE | GUJARAT | GUJARAT MAHARASHTRA |
| 2. | BARODA ZONE | | |
| 3. | RAJKOT ZONE | | |
| | | DADRA & NAGAR HAVELI AND DAMAN & DIU (UT) | |
| 4. | BHOPAL ZONE | MADHYA PRADESH CHATTISGARH | MAHARASHTRA |
| 5. | MUMBAI ZONE | MAHARASHTRA (Mumbai Metro & nearby Mumbai) | |
| 6. | PUNE ZONE | Other Parts of Maharashtra & Goa | |
| 7. | BENGALURU ZONE | KARNATAKA | ANDHRA PRADESH KARNATAKA TAMIL NADU TELANGANA |
| 8. | MANGALURU ZONE | | |
| 9. | CHENNAI ZONE | TAMIL NADU PUDUCHERRY (UT) | ANDHRA PRADESH KARNATAKA TAMIL NADU TELANGANA KERALA |
| 10. | HYDERABAD ZONE | ANDHRA PRADESH TELANGANA | |
| 11. | ERNAKULAM ZONE | KERALA | |
| 12. | CHANDIGARH ZONE | CHANDIGARH (UT) HARYANA HIMACHAL PRADESH JAMMU & KASHMIR (UT) PUNJAB | PUNJAB DELHI HARYANA UP |
| 13. | JAIPUR ZONE | RAJASTHAN | |

| Sr. No. | Name of the Zone | State/UT Covered | IBA approved Printing Unit preferably located at any of the following locations | |
|-------------|------------------|---|---|--------------------------|
| 14. | NEW DELHI ZONE | HARYANA (Nearby Delhi) | DELHI HARYANA UP | |
| | | NCT of DELHI (UT) | | |
| | | UTTAR PRADESH (Nearby Delhi) | | |
| 15. | LUCKNOW ZONE | UTTAR PRADESH (Eastern Part of the state) | | |
| 16. | MEERUT ZONE | UTTAR PRADESH (Western Part of the state) | | |
| | | UTTARAKHAND | | |
| 17. | KOLKATA ZONE | ANDAMAN NICOBAR (UT) | | JHARKHAND WEST BENGAL |
| | | ARUNACHAL PRADESH | | |
| | | ASSAM | | |
| | | MANIPUR | | |
| | | MEGHALAYA | | |
| | | MIZORAM | | |
| | | NAGALAND | | |
| | | SIKKIM | | |
| | | TRIPURA | | |
| WEST BENGAL | | | | |
| 18. | PATNA ZONE | BIHAR | | |
| | | JHARKHAND | | |
| | | ODISHA | | |

However, the above Zone-wise classification and state-wise details are only illustrative and not conclusive and the Bank reserves the right to change / modify / reallocate the areas as per its requirements based on the volume of the cheques / for smooth functioning thereof with the aim for better customer service. The same cannot be challenged on any grounds like loss of business etc.

Security Printers will have to print from their printing units located in the Zone allotted to them after empanelment and also from the location advised by the Bank as a part of BCP, if the situation so warrants.

6. PRE-QUALIFICATION CRITERIA:

BIDDER MUST SUBMIT AND COMPLY WITH ALL THE ELIGIBILITY CRITERIA (AS MENTIONED BEOW). NON-COMPLIANCE OF ANY OF THE FOLLOWING CRITERIA WILL RESULT IN THE REJECTION OF THE BID AND CORRESPONDING PRICE BID SUBMITTED BY THE BIDDER SHALL BE RETURNED WITHOUT ANY FURTHER SCRUTINY.

1. Must be an **IBA approved** Security Form Printer. (Certificate given by IBA should be enclosed).
2. The Bidder submitting the offers should be a Registered Company/Firm.
3. Should have positive Net worth for the last 3 years.
4. Should not be a NPA holder in any Bank/Financial Institution(Credit Report of the bankers should be attached)
5. Printer shall not be defaulter to any tax/Govt. Authorities/statutory dues etc. In this regard, Printer should submit an undertaking on their letter head.
6. In the last two financial years i.e. 2018-19 and 2019-20, the Bidder should have achieved the following:
 - a) The domestic financial turnover on account of printing of security forms: Rs. 10 Crores and
 - b) Minimum Tangible Net worth: Rs 5 Crores
7. Must have experience of printing Security Forms of at **least -5- years** & Printing of PCBs for -3-years and have never been black listed by any bank. (Certificate given by respective Banks to be submitted)
8. Must have executed order of minimum **15,00,00,000 (Fifteen Crore)** leaves of Personalized cheques for Commercial Banks put together for any one of the financial years during the period of 2017-18, 2018-19 and 2019-20. (Certificates given by respective Banks to be submitted). Please give such details invariably for Sr.No.18 of Technical Bid (Annexure-I) failing which, empanelment and price-bid shall not be considered.
9. Must have executed order of minimum **20,00,00,000 (Twenty Crore)** leaves of cheques (all type of MICR INSTRUMENTS including Personalized cheques /DDs /BCs of Commercial Banks) for any one of the financial years during the period of 2017-18, 2018-19 and 2019-20.(Certificates given by respective Banks to be submitted). Please give such details invariably for Sr.No.17 of Technical Bid (Annexure-I) failing which, empanelment and price-bid shall not be considered.



10. Must have in-house all infrastructure / software to print cheques with all requisite features including VOID pantograph and UV logo of Bank as per new "CTS -2010" standard /guidelines. (Declaration on letter head regarding infrastructure & VOID pantograph verification is to be submitted - Enclose Xerox copy of printed Instruments.)

11. **The printer should have minimum two IBA Approved printing locations in two different states.** The printer should have own/leased secured storage area for storing at least 30 Metric Tons.

Note: Documents supporting / confirming the data must be submitted by the bidder without any deviation. Spot inspection shall also be carried out by Bank in this regard.

7. BIDDING PROCESS:

Bank of Baroda, Stationery & Security Forms Department, Head Office, Vadodara invites Sealed Tenders on two-bid system from IBA approved Security Form Printers having experience of at least -5- years in printing Bank's security forms and fulfilling all other terms mentioned in this notice for

(A) Empanelment of Security Form Printers to print and dispatch Personalized Cheque Books for a period of -2- years with Printer's Paper and

(B) Rate of printing and dispatch of Personalized Cheque Books with Printer's Paper for -2- years.

Printers having sound technical and financial capacity for empanelment to print and dispatch personalized cheque books as mentioned in this tender document may apply as under:

Tender shall be submitted duly filled in all respects in **two bid** system in the following manner:

Envelope No.1 (Tender Fee, EMD, Mandatory Information for Pre-qualification - Technical Bid):

| Particulars | Favoring | Amount | DD/BC/Bank Guarantee |
|--------------------------------|----------------|-------------|----------------------|
| Tender Fee (Non-Refundable) | Bank of Baroda | Rs.25,000/- | Payable at Vadodara |

| | | | |
|---------------------------------------|----------------|----------------|-----------------------------|
| Earnest Money Deposit (Refundable) | Bank of Baroda | Rs.15,00,000/- | In Favour of Bank of Baroda |
|---------------------------------------|----------------|----------------|-----------------------------|

The Bidder must submit the mandatory information strictly in Bank's prescribed format **as per Annexure-I**. Technical pre-qualification of the bidder will be based on the mandatory information and supporting documents submitted along with the tender as well as Bank's scrutiny and spot inspection of work of the bidder. **Envelope No.1 must not contain price bid. In case, Price Bid is found in Envelope No. 1, the Bidder shall be disqualified and Bid shall be returned without any further scrutiny.**

Envelope No.2 (Price Bids- Financial Bids):

Price Bid must be submitted in prescribed format **as per Annexure-II**. Bids submitted in any other format will be disqualified.

8. (A) NOTE FOR TENDER FEE & EARNEST MONEY DEPOSIT:

- Tender fee of Rs.25,000/- (Rupees Twenty Five Thousand only) and Earnest Money Deposit of Rs.15,00,000/- (Rupees Fifteen Lacs only) shall be deposited in the form of Demand Draft or Banker's cheque payable at Baroda and Bank Guarantee as per **Annexure VII** in favor of "**Bank of Baroda**" respectively along with tender submitted.
- No tender shall be considered unless the Tender Fee & Earnest Money are so deposited along with the Technical Bid in Envelope No. 1. **Please note that Tender Fee is non-refundable.**
- No interest shall be paid on Earnest Money Deposit. The Earnest Money of Bidders, who are not empanelled will be refunded without any interest, soon after the decision of empanelment.
- The Earnest Money Deposit, of successful bidder, deposited with the bank shall be returned only after the execution of necessary Agreement and upon depositing the Security Deposit in the form of Fixed Deposit or Bank Guarantee as mentioned in "**Security Deposit**" clause.
- EMD may be forfeited in the event of withdrawal of bid during the period of bid validity (which shall be for 90 days from date of submission of Tender) or if successful bidder fails to sign the contract in accordance with the terms &



conditions and other requirements specified in RFP or any act of bidder not in line with contract obligations.

(B) EXEMPTION FOR TENDER FEE & EARNEST MONEY DEPOSIT:

MSEs (Micro and Small Enterprise (MSE) are exempted from paying the Tender Fee and Earnest Money deposit (EMD) amount for which the concerned enterprise needs to provide necessary documentary evidence. For MSEs, Government of India provisions shall be considered while evaluating the tender. However, exemption is only for Tender Fee & EMD, if such a bidder is successful, and then Security Deposit in the form of Fixed Deposit Receipt as per the RFP document shall be submitted.

MSE bidder will be awarded 25% of the order provided:

- The MSE bidder has to be within 15% band of the L1 price
- The MSE will have to accept to supply the product and/or service @ L1 price
- If there are more than one MSE bidder, the 25% quantities will be divided equally, amongst them, subject to fulfillment of the above conditions.
- In case one of the MSE bidders is adjudged as L1 the other MSE bidders will not have any reservation since the responsibility of giving 25% to an MSE would be deemed to have been discharged.

9. MANDATORY INFORMATION:

These sealed tenders should reach the following address latest by **5.00 PM on 08.01.2021**

**The General Manager
Bank of Baroda
Stationery & Security Forms Section
Operations & Services Department
Head Office
7th floor, Baroda Bhawan Building,
R C Dutt Road,
Alkapuri, Vadodara - 390 007**

In case of requirement of any clarification, please contact Chief Manager (Stationery & Security Forms) over phone No.0265-2316759 or through e-mail id stationery.ho@bankofbaroda.co.in on any working day during office hours.



Both the properly sealed envelopes should be clearly inscribed (super-scribed) on them as under:

- (a) Envelope 1 – “Technical Bid”
- (b) Envelope 2 – “Price Bid (Financial Bid)”

These two sealed envelopes should be enclosed in one large envelope having heading on it “**Tender for Printing & Dispatch of Personalized Cheque Books**” and the same should be submitted to the above mentioned address.

10. TENDER OPENING PROCESS:

The cover containing Envelope No.1 & 2 so received shall be opened before Committee of Executives of the Bank at Head Office, Baroda on **11-01-2021 at 11.00 AM in Bank’s Conference Room situated at 7th Floor, Baroda Bhawan Building, R C Dutt Road, Alkapuri, Vadodara** and thereupon, the committee will open the Envelope No.1 (containing Technical Bid) in the same meeting. Representatives of Bidder may be present during opening of Bid. **However, bids would be opened even in the absence of any or all of the bidder’s representatives.**

Only those bidders (printers) would be qualified for Price Bid who are found eligible in terms of pre-qualification criteria (as mentioned in point no 6 of page no 10) & Technical Bid proforma (Annexure I) given in this Tender Notice.

Bank reserves the right to carry out spot inspection of the printing facilities of any/all bidders on random basis before opening of Price Bid for verification of data submitted in Technical Bids. During the Bank’s inspection, if it is found that the submitted data (as detailed in pre-qualification criteria & Technical Bid Proforma) is deviating from the actuals, bids of those bidders will be rejected without further scrutiny.

Price Bids (Financial Bids) of only those bidders will be opened whose Technical Bids are accepted by the Bank.

11. TENDER/BID VALIDITY:

The bid submitted by the bidders will be valid for the period of 90 days from the date of opening of price bid. The L-1 price as quoted by the Bidder and accepted by the bank shall be valid for the entire contract period.

12. CONTRACT & VALIDITY PERIOD:

The successful bidder shall be required to execute necessary agreement and document along with security deposit within a period of 15 working days from the date of



acceptance by the Bank & if the said agreement is not completed within the aforementioned period then the same shall be treated as breach of contract and as such the EMD shall be forfeited.

The contract is valid for a period of two years from the date of execution of Service Level Agreement. However, the Bank also reserves the right to extend the period of contract with the successful bidders for a period not exceeding one year on or before the expiry of validity period as above. (or may discontinue the contract if work is not as per the prescribed specification and within the time period set by the Bank)

The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever and the decision of the Bank will be final. Bank may allot the work to more than one security printer on L-1 rates and in such case the total quantum of work shall be divided amongst the printers as per requirement of the bank. **Bank at its sole discretion may split the work between L1 & L2 in the ratio of 60:40 in case of L2 matching the rate of L1 and in case, L2 & L3 matching the rate of L1, the work may be distributed in the ratio of 50:30:20.**

In case of participation of MSEs, the following procedure shall be executed for allotment of work order:

MSE bidder will be awarded 25% of the order provided:

- The MSE bidder has to be within 15% band of the L1 price
- The MSE will have to accept to supply the product and/or service @ L1 price
- If there are more than one MSE bidder, then 25% quantities will be divided equally, amongst them, subject to fulfillment of the above conditions.
- In case one of the MSE bidders is adjudged as L1 the other MSE bidders will not have any reservation since the responsibility of giving 25% to an MSE would be deemed to have been discharged.

13. SECURITY DEPOSIT:

The Bank has decided to obtain Security Deposit @ 10% of the Total Tentative Cost of Printing of Personalized Cheque Books for 2 years in the form of **Fixed Deposit** or **Performance Bank Guarantee** as per **ANNEXURE VIII** from the successful bidder/s who will be awarded printing work.

In case, if the said deposit is in the form of Fixed Deposit then the same should be issued by any branch of Bank of Baroda for two years bearing applicable interest rate at the time of depositing.

The earnest money deposit of successful bidder shall be returned only after the execution of necessary Agreement and depositing the Security Deposit

The Security Deposit taken by the bank shall be returned only after the successful completion of the period of contract & in case of any loss to the bank due to non-compliance of the terms & conditions as agreed between the parties, it shall be liable to be forfeited straight away.

Methodology for Arriving at Security Deposit is as under:

| Sr. No | Variant | * Approximate No of Personalized Cheque (in Crores.) (A) | Rates of L1 (in Rs.) (B) | Tentative Cost of Personalized Cheque Leaves (C) = (A) X (B) | Security Deposit @ 10% of Tentative Cost (in Rs.) (D) = 10% X (C) |
|--------|---------------------------------------|---|-------------------------------|---|--|
| 1) | Each cheque book containing 15 leaves | 30.00 | L-1 (a) | 30.00 X L-1 (a) | 10% X (30 X L-1 (a)) |
| 2) | Each cheque book containing 50 leaves | 20.00 | L-1 (b) | 20.00 X L-1 (b) | 10% X (20 X L-1 (b)) |
| | Total Security Deposit @ 10% | | | | D1+D2 |

***The approximation has been done on the basis of past two years' data of personalized cheques considering the current trends and also factoring the revised requirement due to Amalgamation.**

For example, if L-1 (a) = Rs. 0.35 and L-1 (b) = Rs. 0.32

| Sr. No | Variant | *Approximate No of Personalized Cheque Leaves (in Crore) (A) | Rates of L1 (in Rs.) (B) | Tentative Cost of Personalized Cheque Leaves (in Crore) (C)=(A) X (B) | Security Deposit @ 10% of Tentative Cost (in Crore) (D)= 10% X (C) |
|--|---------------------------------------|---|-------------------------------|---|--|
| 1) | Each cheque book containing 15 leaves | 30.00 | 0.35 | 10.50 | 1.05 |
| 2) | Each cheque book containing 50 leaves | 20.00 | 0.32 | 6.40 | 0.64 |
| Total Security Deposit @ 10% (Approx.) | | | | | 1.69 (Rounding Off to 1.70) |

The proportionate security deposit has to be submitted by the successful bidders as per the ratio of 60:40 (or) 50:30:20 in case of L1, L2 and L1, L2, L3 respectively. However, the L1 rates have to be matched by L2 & L-3 for empanelment and allotment of work order.

Example, if the total security deposit is Rs. 1.70 Crores, then

L1 has to submit Rs. 85 Lacs (50% of Total Security Deposit)

L2 has to submit Rs. 51 Lacs (30% of Total Security Deposit)

L3 has to submit Rs. 34 Lacs (20% of Total Security Deposit)

14. PRE-BID MEETING:

A pre-bid meeting (if required) shall be convened on **24-12-2020** through Microsoft teams App for which invitation shall be sent on 23-12-2020 wherein, Bank shall provide clarifications for the queries received from the bidders. In this regard, all the pre-bid queries shall be submitted by the bidders over Email ID: stationery.ho@bankofbaroda.com before **22-12-2020** by **5:00 P.M.** i.e. the last date for submission of Pre-Bid queries.

15. SETTLEMENT OF DISPUTES:

- (i) Should any dispute or difference of any kind whatsoever arise between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.
- (ii) If after 30 days the parties fail to resolve their disputes or difference by such mutual consultation, then either the Bank or the Vendor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute. No arbitration in respect of this matter may be commenced unless such notice is given. Period of Notice is 30 days.
- (iii) Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be settled in accordance with the Arbitration and Conciliation Act, 1996.
- (iv) Arbitration proceedings shall be held at Bank's office i.e. Head Office Vadodara that placed the order and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
- (v) The process of arbitration shall be conducted by a sole Arbitrator appointed by the Bank.
- (vi) The cost of Arbitration proceeding will be borne by both the parties equally.
- (vii) During the arbitration, the vendor has to ensure delivery of its services till the finalization of the proceedings.

16. METHOD ARRIVING L-1 RATE:

For arriving at L-1 rate, the following weightage formula will be applied for all items (as mentioned in Annexure-II). It is compulsory to quote rates for all items and same for PAN INDIA:-

| Sr. No. | Name of Security Forms | Allotted Weightage (In points/percentage) |
|----------------|---|--|
| 1 | SB Cheque Book (15 Leaves) | 60 |
| 2 | Current/Cash-Credit Cheque Book (50 Leaves) | 40 |

For example:

| Sr. No. (A) | Name of Security Forms (B) | Quoted Rate* (In Rs. Per Leaf) (C) | Allotted Weightage (In points) (D) | Eligible Rate (E= C*D) |
|------------------------|--|---|---|-----------------------------------|
| 1 | SB Cheque Book (15 Leaves) | 0.30 | 60 | 18 |
| 2 | Current/Cash-Credit Cheque Book (50 Leaves) | 0.25 | 40 | 10 |
| | | TOTAL | | 28 |

***The Rate should be exclusive of GST as applicable.**

The lowest sum of total for sr. no. 1 & 2 (E1 to E2) will be declared as L-1.

Important Notes:

1. After concluding as per the above formula on the basis of quoted rates as per Annexure-II, Bank will declare L-1 bidder.
2. It is compulsory to quote rates for both items (item No. 1 to 2) as mentioned above in Annexure-II.
3. Bank at its sole discretion may split the work between L1 & L2 in the ratio of 60:40 in case of L2 matching the rate of L1 and in case L2 & L3 matching the rate of L1 the work may be distributed in the ratio of 50:30:20.
4. The Bid documents should be accompanied with a declaration as given in Annexure –III.
5. Detailed specification of printing and paper requirement are given in Annexure IV.
6. Detailed terms and conditions are given in Annexure V of this document.

Annexure – I

17. TECHNICAL BID (PROFORMA)

Mandatory information required for pre-qualification of the bidder for empanelment of Security Form printers. (Note: This is a proforma containing mandatory questions to be replied in details. So please use sufficient paper sheets / additional sheets required to furnish your details)

| No. | Description | Details (If printing facility / ies i.e. press /factories) are at different locations, please mention details of location-wise printing facilities for Personalized Cheque books. |
|------------|--|--|
| 1 | Name of the Bidder | |
| 2 | Year of Establishment | |
| 3 | Constitution (Proprietorship/ Partnership/ Pvt. Ltd. / Public Ltd.) | |
| 4 | Financial Information a) Domestic Turnover in INR for last 3 years towards direct sales in Printing & dispatch of Security Forms. b) Operating Profit in INR for last 3 years. c) Tangible Net Worth (TNW) for Last 3 years. | |
| 4 | Office Address – (with name of contact person, Telephone, Mobile & Fax numbers) E-mail address | |
| 5 | Press (Factory/ies) Address-(with name of contact person, Telephone, Mobile & Fax no.& E-Mail Address). ALL BRANCHES | |
| 6 | Area in Sq.ft. of Office & Factory building. Whether owned or rented, please specify. | |
| 7 | Name & addresses of Proprietor / Partners / Directors (Attach self attested KYC documents) | |
| 8 | Registration number and date with Registrar of Companies / Firms | |

| | | |
|----|---|--|
| | PAN number(Attach copy) GST Number(Attach copy) | |
| 9 | Whether ISO certificate obtained (reply “Yes” or “No”) (Attach copy in case of “Yes”) | |
| 10 | Whether all printing related activities done at one place or at different places (reply “Yes” or “No”). If “No”, please give details of IBA Approved Printing locations (Attach Approvals of IBA and other supporting documents) | |
| 11 | Bankers and their address | |
| 12 | Whether you have in-house four colour sheet fed offset printing machines (reply “Yes” or “No”) | |
| 13 | Whether you have in-house four colour web offset printing machines (reply “Yes” or No”) | |
| 14 | Whether you have in house “VOID” pantograph and “UV” printing software and other requirements available (reply “Yes” or “No”) (attach cancelled instrument and its photo copy | |
| 15 | No. of Printing Machines: Make & year of purchase: Type: Capacity: Colour handling capacity: Speed in printing number of Personalized Cheque leaves per day. If more than one factory at different location, give the details of each factory | |
| 16 | Binding facilities Details of binding & pinning machines Capacity of binding in number of cheque books having 15 & 50 leaves per day | |
| 17 | List of successfully completed works, with details, /Bank certificate of total leaves of | |

| | | |
|----|---|--|
| | <p>All Security Forms including PCBs, DD, BC etc. printed during the last three years with details <u>as on 31st March, 2020.</u> (Please use separate sheets giving full details viz. Client's name, quantity and name of item printed, during which period printing work done <u>etc.</u>).</p> | |
| 18 | <p>List of successfully completed works, with details, /Bank certificate of total leaves of Personalized Cheques (only) printed during last three years with details <u>as on 31st March, 2020.</u> (Please use separate sheets giving full details viz. Client's name, quantity and name of item printed, during which period printing work done <u>etc.</u>).</p> | |
| 19 | <p>Since when you are on approved panel of IBA, Approval of IBA is valid up to what date _____(Submit Copies of IBA Approvals)</p> | |
| 20 | <p>Empanelment with other Bank (Please specify) : (Attach certificates of Banks confirming Empanelment)</p> | |
| 21 | <p>(a)Has your Company and/or Associates under taken any work for Bank of Baroda or its subsidiaries(Please, give details): (b)Have you ever been disqualified or levied penalty by Bank of Baroda or any other Bank in India for non-fulfilment of contractual obligations? If yes, please, provide details in brief.</p> | |
| 22 | <p>Have you ever been Black listed or banned by any <u>Public / Private</u> Sector Bank? If yes, please provide details.</p> | |



List of documents to be enclosed:

- (a) Copy of audited Annual Reports Balance Sheet and Income Tax Returns for last three years (i.e. 2017-18 & 2018-19 and 2019-20 along with the Income Tax Challans). If audited statement are not available for 2019-20 then CA certified provisional statement to be submitted.
- (b) Copy of evidence supporting work done mentioned at Sr. No. 17 & 18 above with the detailed list mentioning complete details of Purchase Orders/evidences.
- (c) Profile of Management Team, Organization Structure, Employee strength etc.
- (d) Self-certified copy of IBA Approval as a Security Printer.
- (e) Copy of Certificate of Incorporation/Partnership Deed.
- (f) Full details of all printing Locations with daily output capacity.
- (g) Client Certificate from at least two of your nationalized/Private banks.(Preferably from banks where you are empanelled)
- (h) Certificate from authorized signatory in following format.

“I/we confirm that we have never been black listed by any bank and to the best of my/our knowledge the information provided above is correct and any concealment of facts will lead to my/our disqualification at any stage by the Bank.

I / We also enclose herewith Demand Draft / Banker’s Cheque of Rs.25,000/- (Rupees Twenty Five Thousand only) payable at Vadodara as a tender fee (non-refundable) and Rs. 15,00,000/- (Rs. Fifteen Lacs only) as EMD in form of Bank Guarantee favoring “Bank of Baroda”, and having details as under:

| Particulars | Tender Fee-Rs. 25000/- | EMD-Rs. 1500000/- |
|------------------------------|------------------------|-------------------|
| Name of Issuing Bank | | |
| Issuing Branch | | |
| Date of Instrument/Guarantee | | |
| Instrument/Guarantee No. | | |

I/We have read and understood the terms and conditions in the tender document including the process of technical short listing.

I/We certify that the details provided about the firm and the documents enclosed are correct and we are liable to be disqualified in case any information therein is found to be false at any stage of the tender process.

The undersigned is a duly authorized representative of the company/firm to sign these documents and also to enter into negotiations/agreements with the bank.



Date:

Place: (Signature with stamp of firm / seal of Co.)”

Note: Please sign in full with stamp of Firm / seal of Company on all pages of “Technical Bid” including additional sheets / annexure attached thereto including documents mentioned at (a) to (h) above.

Please refer “Specifications” and other sections given in this tender document before filling in rates and cost.

Please do not change/alter the format. Quote as per format only. Quotation with illegible writing, cutting and overwriting will be rejected.

Annexure-II

18. FINANCIAL/PRICE BID (PROFORMA)
(To be submitted on company's letter head)

Sir,

We quote our rates for personalized cheque books/leaves **(exclusive of GST as applicable)** as under:

With Bidder's MICR paper:

| Item No. | Item | Printing Rate in Rs. including MICR Paper, Packing & forwarding Charges – PER LEAF (Amount in Words & Figures) |
|----------|--|--|
| 1. | For cheque book of -15- cheque leaves with MICR paper, other inserts and envelope as mentioned in this Tender Document. (MICR paper to be procured by the printer) | Rs.: _____ (Rupees _____) |
| 2. | For cheque book of -50- cheque leaves with MICR Paper, other inserts and envelope as mentioned in this Tender Document. (MICR paper to be procured by the printer) | Rs.: _____ (Rupees _____) |

We agree to abide by the terms and conditions as laid down in the Tender document. The rates are inclusive of all charges, taxes and duties etc. excluding GST. We confirm that the rates are valid for two years from the date of approval, extendable for further one year in case required by the Bank.

(Signatures with firm's stamp / seal of co.)

Date:

Name: _____

Place:

Designation: _____



Annexure III

19. DECLARATION

(Declaration to be given on Letter Head)

**The General Manager
Bank of Baroda
Stationery & Security Forms Section
Operations and Services Department
Head Office
Baroda Bhawan, 7th Floor,
R C Dutt Road, Alkapuri,
Vadodara - 390 007.**

Dear Sir

1. I / We hereby submit the quotation in your prescribed proforma and understand that if any information is found to be false at a later date, contract made between ourselves and Bank of Baroda, will be treated as invalid.
2. I / We agree that the decision of Bank of Baroda in selection of tenders will be final and binding on me / us.
3. All the information furnished in the attached forms are correct to the best of my / our knowledge.
4. Bank shall have the authority to verify all the information provided by us.
5. All supporting documents shall be provided by us in authenticity of the information furnished.

| | | | |
|-------|---|--------------------|---|
| Place | : | Signature | : |
| Date | : | Name & Designation | : |
| | | Organization | : |

Annexure IV

20. DETAILS OF PRINTING/PAPER ETC:

| | |
|---------------------|---|
| Description of Item | Printing and Dispatch of Personalized Current Account / Cash Credit Account Cheque Books containing -50- leaves and Savings Bank Cheque Books containing -15- leaves with all inserts and window envelope. |
| Art-work | Art-work for cheque leaf, all inserts and envelope will be provided by Bank in soft copy. |
| Printing | <p>Cheques are to be printed in multi-colours as per the art-work provided.</p> <p>Note:-</p> <ul style="list-style-type: none"> • MICR cheques to be printed in fugitive super sensitized inks (i.e. they react against with liquid / dry chemicals) and also have "VOID" pantograph and UV logo of Bank as per RBI / IBA / NPCI guidelines. Necessary Authorization / Certification of sample cheques by NPCI would be required before printing actual cheques. • In case RBI or Bank introduces some changes/additions in the contents of Cheque books or related formats/stationery, such changes/additions will be carried out at no additional cost during the tenure of the contract. • All present as well as any future guidelines related to CTS-2010 standards issued by RBI / NPCI / IBA are to be scrupulously followed by the bidder and any changes suggested by them have to be incorporated without charging any extra cost during the tenure of the contract. • All other stationery viz. laminated and tear proof envelope of bio degradable plastic with minimum 50 micron, cheque-book cover, welcome letter, requisition slip, publicity leaf, record copy are also to be printed in Multi-colours. • Proof of the same before finalizing printing to be submitted within - 10- days from art-work given. Delay in submission of correct proof may attract penalty as per Bank's discretion. • Micro Lettering of BANKOFBARODA along with Account No in all Personalized Cheque Books. |
| Paper | <p>For Item No. 1 & 2 of Annexure-II</p> <p><u>With Bidder's MICR paper:</u></p> <ul style="list-style-type: none"> • MICR Security Paper (-95-GSM) with water marks of Bank's Logo and name in Hindi & English and "CTS- INDIA" for cheque |

| | |
|--|--|
| | <p>leaves will be procured by the printer in Reel form. No extra cost would be paid for this stationery and the same may be included in printing rate. MICR Paper should be procured from IBA Approved Security Paper Supplier.</p> <ul style="list-style-type: none"> • Also, paper for all other inserts viz. Requisition slip, Record slips, additional -2- leaves (one for printing details of account holder and another reserved for Bank's publicity material), cheque book cover leaf with window cutting and envelope will be managed by the printer. No extra cost would be paid for these stationery and the same may be included in printing rate. |
|--|--|

21.DETAILS OF CHEQUE PAPER, CHEQUE BOOK COVER, INSERTS AND ENVELOPE (FOR ITEM NO. 1 & 2 AS PER ANNEXURE-II) ARE AS UNDER:

| | | |
|---------|-------------------|--|
| (a) | Cheque-book Cover | -170- GSM Art paper of "A" Grade Mill. Both side printing. |
| (b) | Cheque Paper | MICR -95- GSM Security Paper having Bank's water mark and CTS India water mark along with mandatory features prescribed by RBI & NPCI. |
| (c) | Inserts | |
| (c-i) | Welcome Letter | -70- GSM paper of "A" Grade Mill. Both side printing. |
| (c-ii) | Publicity leaf | -70- GSM art-paper of "A" Grade Mill. Both side printing. |
| (c-iii) | Requisition Slip | -70- GSM paper of "A" Grade Mill. Single side printing. |
| (c-iv) | Record slip | -70- GSM paper of "A" grade Mill. Both side printing. -2- sheets (both side printing) for -50- leaves cheque-book & -1- Sheet (both side printing) for -15- leaves cheque-book with window cutting at bottom to see cheque-numbers. |
| (d) | Envelope | Laminated and tear proof bio degradable plastic envelope with minimum 50 micron. One envelope to be used for dispatching cheque book(s) of One Account i.e. One envelope per account. Normal size (for one cheque book) is 9.5" x 4.5" with window. However for dispatching more than one cheque book of same account, bigger size with window can be used. |

Others:-

| | |
|--------------------|---|
| Binding | Cheque book to be stapled with two wire pins. The binding and cutting of the book should be done aesthetically and there should be no visible defect in size, shape, stacking. |
| Perforation & Stub | Perforation of all originals and copies, wherever required shall be in such a way that tearing force required is minimum and no portion of stub or form should tear off when detached from the book. The perforated portion of the security form when detached from the book should have minimum deformity and should be in a straight line. |
| Quantity | As per requirement of our customers from time to time. Volume of work will increase gradually with opening of new branches across the country and by increasing customer base of the bank. It is expected that approximately 5,00,000 leaves printing work per day would be required. |
| Placement of Order | Orders will be placed by our different offices (Zonal Offices/RLBO) with all details viz. a/c no., name, no. of cheque leaves, address where the cheque book is to be sent etc. through SFTP. Printer would be required to print cheque books / leaves and deliver to courier / speed post as per predefined arrangement. The printing and cost of Bar Coding/AWB as allotted by Postal authorities/Courier company and any other cost managing the same will be the sole responsibility of the printer. Printer would also be required to update simultaneously the request file with cheque serial no. ref. no / consignment no. / details and to send it back to our RLBO through SFTP. |
| Delivery Schedule | Every day in the morning / evening encrypted data file will be shared to the identified printer for printing cheque books (day T). The printer will print the cheque books and arrange to hand over to postal authority or courier for delivery on T+1 day. On the same day, printer will send the details of cheque books dispatched along with dispatch details through SFTP to bank. Necessary MIS reports shall also be provided zone wise as per Bank's requirement. |
| Courier Services | Courier charges / Speed Post charges will be paid by Bank. Selection of courier services /Speed Post will be finalized by our different offices located across the country or at Head Office level. |

Attention: Bank may require to deliver some special messages / information to customers along with the Cheque books, which will be provided by the Bank and the same may be required to print on "publicity leaf" described as inserts herein above.

Annexure V

22. TERMS & CONDITIONS:

1. If at any point of time after opening the tender it is found that the information in Technical Bid submitted by the bidder/s is false, the Financial Bid submitted by the said bidder, even though he is L-1 bidder, is liable to be rejected by the Bank and no orders will be placed with such bidder/s and the EMD amount deposited with the Bank shall be liable to be forfeited straight away.
2. **Providing data through SFTP platform must be available with the printer for sharing of data files of Personalized Cheque Book with the Bank.**
3. **Printed Security Forms as well as printing under process material should be kept safe to avoid misuse/alteration.**
4. The printer shall keep confidential all Art-work provided for printing of Security Forms. The relevant Art work will be returned or destroyed after completion of the contract as per instruction of the Bank.
5. Bidder awarded printing order shall be required to execute Agreements / Indemnity Bonds as per Bank's format within a period of 15 working days, failing which the bank shall treat it as a breach of Contract And as such the EMD shall be liable to be forfeited and bank may further claim for damages before appropriate authority /court at the jurisdiction of Vadodara.
6. **Please provide write up how the vendor will meet business continuity in case of any eventuality. Whether it has capability of continuing the operation in case of any breakdown/lockup etc.**
7. Bank may transfer the order to other printer in case of delay / non-execution of order and Bank may allot quantity in part / full to other bidder/s with L-1 rate. The decision of the Bank will be final.
8. Before printing the Cheque books for the first time, adequate number of specimen cheque leaves would be required to be forwarded to NPCI for testing the features of CTS-2010 standards. Report given by NPCI of such testing should be submitted to us.
9. Bank is authorized to depute official from any branch / office for verification of printing of security forms at the press at any time. Any discrepancy found from the order placed will have to be rectified at printer's cost without prejudice to any rights/claims of Bank.
10. The printer will be required to arrange for inspection (at their cost) of their security printing unit by our officials during the printing process.
11. The payment to the printer shall be made by HO/any office as decided by the Bank after verifying the details of bills claimed by the printers.
12. In case of any loss due to the breach of any agreed term & condition between the Bank & the printer then the printer shall be liable to indemnify for all the loss to the bank. Further the bank may initiate any appropriate proceeding before Appropriate Authority/ Court at jurisdiction of Vadodara only.
13. A Pre-contract Integrity Pact has to be submitted as per Annexure VI.

14. **Penalty:** Delay in supply of Cheque books will be viewed seriously and penalty as may be decided by Bank shall be imposed at the discretion of the Bank which may please be noted carefully. However, following minimum penalty will be imposed on printers :

| Reason | Penalty |
|--|---|
| Rejection of cheques by MICR centre on account of MICR ink or printing. | Rs. 750 per record |
| Wrong printing (detected after dispatch) resulting in rejection of cheque book | Rs.1000 per record + cost of Cheque book / Leaves |
| Wrong printing (detected after dispatch) with minor mistakes and not resulting in rejection of cheque book | Rs.125 per record |
| Delay in delivery to speed post/courier up to 24 Hours (for Books) | Rs.10 per record |
| Delay in delivery to speed post / courier over 24 Hours (for Books) | Rs.20 per record per day |

If the bidder who has been awarded with work contract, penalized two times or more during the period of contract, bank reserves right to review his performance and the contract with the said bidder will be terminated with immediate effect and the work allotted to such bidder will be shared amongst remaining successful bidders who have been awarded work order at the discretion of the bank. In this regards Banks decision will be final.

In case of breach of Terms/Conditions of the RFP & SLA (Service Level Agreement) the Bank in its sole discretion shall rescind the contract and actions like forfeiture of Earnest Money Deposit/ Security Deposit and delisting of name of printer from the panel of the Bank shall also be taken.

15. All disputes are subject to Vadodara jurisdiction only.

Last Date for submission of Tender: 08-01-2021 up to
5.00 PM



ANNEXURE VI

PRE CONTRACT INTEGRITY PACT ***(TO BE STAMPED AS AN AGREEMENT)***

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of _____ month, 20____, between, on one hand, Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisitions and Transfer of Undertakings) Act, 1970 having its Head office at Alkapuri Vadodara, Registered Office at Mandvi Vadodara, and its corporate office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai-400051 (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item/Services) and the BIDDER/Seller is willing to offer/has offered the said stores/equipment/item/services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking performing its functions on behalf of the President of India.

NOW, THEREFORE, 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 currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment 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 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

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, 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.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with 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.

Commitments of BIDDERS

- 2 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 2.1 The BIDDER 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.
 - 2.2 The BIDDER 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 in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

- 2.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity 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, 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.
- 2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.7 The BIDDER 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.
- 2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 The BIDDER shall not use improperly, for purposes 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 proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be closed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.13 The BIDDER 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.

3 Previous Transgression

3.1 The BIDDER 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 Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4 Earnest Money (Security Deposit)

4.1 While submitting commercial bid, the BIDDER shall deposit an amount (shall be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Draft or a Pay Order in favour of Bank of Baroda

(ii) A confirmed guarantee by a Scheduled Commercial Bank other than Bank of Baroda, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP).

4.2 The Earnest Money and Security Deposit shall be valid up to a period of 180 days and 30 Months respectively or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

4.3 In case of the successful BIDDER 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.

4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

5 Sanctions for Violations

5.1.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

5.1.2 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

5.1.3 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited

either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

- 5.1.4 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 5.1.5 To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of Bank of Baroda, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 5.1.6 To en-cash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- 5.1.7 To cancel all or any other Contracts with the BIDDER. The BIDDER 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.
- 5.1.8 To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- 5.1.9 To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- 5.1.10 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- 5.1.11 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.
- 5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 7.(i) to (vii) of this Pact also on the Commission by the BIDDER or any one 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.
- 5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6 Fall Clause

The BIDDER undertakes that it has not supplied /is not supplying similar (in quantity) product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry /Department of the Government of India or PSU and if it is

found at any stage that similar (in quantity) product / systems or sub systems was supplied by the BIDDER to any other Ministry /Department of the Government of India or a PSU at a lower price within a period of one year before and after bid submission date, 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 to the BUYER, if the contract has already been concluded.

7 Independent Monitors

- 7.1 The BUYER has appointed Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Name: **Mr. Harishwar Dayal** (email id: dayalagra@gmail.com)
- 7.2 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.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 7.6 The BIDDER(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. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7 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 parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER I BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8 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 and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is at Vadodara.

10 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 extant law in force relating to any civil or criminal proceedings.

11 Validity

The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

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

BUYER

BIDDER

Name of the Officer:

Chief Executive Officer

Designation:

Department:

Witness

Witness

1. _____

1. _____

2. _____

2. _____



ANNEXURE VII

FORMAT FOR EARNEST MONEY DEPOSIT (EMD) BANK GUARANTEE

To,
The General Manager
Bank of Baroda
Stationery & Security Forms Section
Operations and Services Department
Head Office
Baroda Bhawan, 7th Floor,
R C Dutt Road, Alkapuri,
Vadodara - 390 007.

Dear Sir,

EMD BANK GUARANTEE FOR EMPANELMENT OF SECURITY FORM PRINTERS FOR PRINTING & DISPATCH OF PERSONALISED CHEQUE BOOKS WITH PRINTER'S PAPER FOR -2- YEARS AS ARE SET OUT IN THE REQUEST FOR PROPOSAL (RFP)

- 1. WHEREAS** Bank of Baroda (BOB), having its Head Office at Alkapuri Vadodara, Registered Office at Mandvi Vadodara and Corporate Office at Baroda Corporate Centre, Bandra Kurla Complex, Bandra (East), Mumbai- 400 051, and various offices and branch spread over India has invited Request for Proposal (RFP) for the implementation of end to end Stationery Management Project in Bank of Baroda and such services as are set out in the Bank of Baroda, Request for Proposal No _____.
- 2.** It is one of the terms of said Request for Proposal that the Bidder shall furnish a Bank Guarantee for a sum of Rs.15,00,000/- (Rupees Fifteen Lakhs Only) as Earnest Money Deposit.
- 3.** M/s. _____, (hereinafter called as Bidder), who are our constituents intends to submit their tender for the said work and have requested us to furnish guarantee in respect of the said sum of Rs. 15,00,000/- (Rupees Fifteen Lakhs Only).
- 4. NOW THIS GUARANTEE WITNESSETH THAT**

We _____ (Bank) do hereby agree with and undertake to the Bank of Baroda, their Successors, assigns that in the event of the BOB coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Vendor, we



shall on demand by the BOB, pay without demur to the BOB, a sum of Rs. 15,00,000/- (Rupees Fifteen Lakhs Only) or any lower amount that may be demanded by Bank of Baroda. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the vendor under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. 15,00,000/- (Rupees Fifteen Lakhs Only).

5. We also agree to undertake and confirm that the sum not exceeding Rs. 15,00,000/- (Rupees Fifteen Lakhs Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the BOB on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the BOB shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the BOB within a period of one week from the date of receipt of the notice as aforesaid. We confirm that our obligation to the BOB under this guarantee shall be independent of the agreement or agreements or other understandings between the BOB and the Vendor. This guarantee shall not be revoked by us without prior consent in writing of the BOB.
6. We hereby further agree that-
 - a.) Any forbearance or commission on the part of the BOB in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the BOB to the vendor or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Vendor of their obligations and in the event of their failure to do so, by payment to us of the sum not exceeding Rs. 15,00,000/- (Rupees Fifteen Lakhs Only).
 - b.) Our liability under these presents shall not exceed the sum of Rs. 15,00,000/- (Rupees Fifteen Lakhs Only).
 - c.) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
 - d.) This Guarantee shall remain in force up to 180 days provided that if so desired by BOB, this Guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
 - e.) Our liability under this presents will terminate unless these presents are renewed as provided herein up to 180 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by BOB alone is the conclusive proof.



- f.) Unless a claim or suit or action is filed against us within six months from the date or any extended period, all the rights of BOB against us under this Guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

For and on behalf of

Signature and Seal of Authorized Official



ANNEXURE VIII

FORMAT FOR PERFORMANCE BANK GUARANTEE (TO BE STAMPED AS AN AGREEMENT)

To
The General Manager
Bank of Baroda
Stationery & Security Forms Section
Operations and Services Department
Head Office, Baroda Bhawan,
7th Floor, R C Dutt Road,
Alkapuri, Vadodara - 390 007.

(Hereinafter referred to as "BOB / you")

Whereas consequent to your Request For Proposal (RFP) No **HO: STN: SF: 112: ____**
DATED: XX-XX-XXXX you have issued a Letter No Work Order/Contract No.
_____ dated _____ to M/s _____, having its corporate
office at _____

(hereinafter referred to as "the Contractor") for empanelment of security form printers for
printing & dispatch of personalized cheque books with printer's paper for -2- years.

Whereas as per the terms of the said RFP/Purchase Order/contract the successful
vendor has to submit a Bank Guarantee from any scheduled commercial bank, other
than BANK of BARODA in favour of you.

Accordingly THIS PERFORMANCE BANK GUARANTEE AGREEMENT executed at
.....this.....day of 2020 by (name of the Bank)..... having
its Registered Office atand its Branch at
.....(hereinafter referred to as "the Guarantor", which
expression shall, unless it be repugnant to the subject, meaning or context thereof, be
deemed to mean and include its successors and permitted assigns) **IN FAVOUR OF**
Bank of Baroda, a a Body corporate constituted under the Banking Companies
(Acquisition & Transfer of Undertakings) Act, 1970 and having its Head Office at Alkapuri
Vadodara, Registered Office at Mandvi, Vadodara and Corporate Office at Baroda
Corporate Centre, Bandra Kurla Complex, Bandra (East), Mumbai- 400 051, hereinafter
referred to as the '**Bank**' which expression shall unless repugnant to the subject, context
or meaning thereof, be deemed to mean and include its successors and assigns).

Whereas Bank of Baroda, having its Head Office at Alkapuri Vadodara, Registered Office
at Mandvi, Vadodara and Corporate Office at Baroda Corporate Centre, Bandra Kurla
Complex, Bandra (East), Mumbai- 400 051(hereinafter called the 'Bank') has invited
Request For Proposal (RFP) Bid for implementation of end to end Stationery
Management in the bank and the successful bidder has to furnish a Performance Bank
Guarantee for a sum of Rs. _____/-(Rupees _____ only) as a Performance

Bank Guarantee.

M/s. _____, our constituent, has requested us to furnish guarantee to the 'Bank' in respect of the said sum of Rs _____/-(Rupees _____ only).

NOW THIS GUARANTEE WITNESSETH AS FOLLOWS WITHOUT ANY DEMUR

1. We _____ (bank), the Guarantors, do hereby irrevocably & unconditionally agree and undertake to the Bank of Baroda, their Successors, Assigns that in the event of the Bank of Baroda coming to the conclusion that the **vendor (pl. mention the name in bracket)** have not adhered to the terms and conditions of the 'Bank' or committed a breach thereof, which conclusion shall be binding on us as well as the said vendor, we shall on demand by the Bank of Baroda, pay without demur to the Bank of Baroda, a sum of Rs. _____/- (Rupees _____ only) or any lower amount that may be demanded by the Bank of Baroda. Our guarantee shall be treated as equivalent to the Security Deposit for the due performance of the obligations of the vendor under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. _____/-(Rupees _____ only).
2. We also agree to undertake to and confirm that the sum not exceeding Rs. _____/-(Rupees _____ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the Bank of Baroda on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence in this regard. The notice from the Bank of Baroda shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Bank of Baroda within a period of one week from the date of receipt of the notice as aforesaid.
3. We confirm that our obligation to the Bank of Baroda under this guarantee shall be independent of the agreement or other understandings, whatsoever, between the Bank of Baroda and the vendor. This guarantee shall not be revoked by us without prior consent in writing of the Bank of Baroda. We hereby further agree that
 - Any forbearance or omission on the part of the Bank of Baroda in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and / or hereunder or granting of any time or showing of any indulgence by the Bank of Baroda to the vendor or any other matters in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance by the vendor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. _____/- (Rupees _____ only)
 - Our liability under these presents shall not exceed the sum of Rs. _____/- (Rupees _____ only)
 - Our liability under this agreement shall not be affected by any infirmity or

irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

- This guarantee shall remain in force up to (30 months from date of finalization of Contract) provided that if so desired by the Bank of Baroda, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- Our liability under these presents / guarantee shall remain in force till _____ unless these presents are renewed as provided hereinabove on the _____ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the Bank of Baroda alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within four months from the date or any extended period, all the rights of the Bank of Baroda against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.
- The liability of the Guarantor under this Performance Bank Guarantee shall not be affected by –
 - Insolvency or winding up of the Bidder or absorption, merger, acquisition or amalgamation of the Bidder with any other Company, Corporation or concern; or
 - Insolvency or winding up of the Guarantor or absorption, merger, acquisition or amalgamation of the Guarantor with any other Company, Corporation or concern; or change in the constitution structure or management of the Guarantor
 - Any change in the management of the Bidder by takeover of the management of the Bidder by the Central or State Government or by any other authority; or
 - Any change in the constitution/structure or management of the Bank or any dispute between the Bidder and the Bank.
- This guarantee shall be governed by Indian Laws and the Courts at Vadodara, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee. Notwithstanding anything contained herein :
 - Our liability under this Bank Guarantee shall not exceed Rs _____/(Rupees _____ only)
 - This Bank Guarantee shall be valid up to (30 months from date of finalization of Contract)
 - 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

Yours faithfully,

For and on behalf of Bank _____
Authorized official