TELANGANA GRAMEENA BANK

(A Government of India Undertaking) **Head Office:: HYDERABAD** (Sponsored by State Bank of India)

NOTICE INVITING TENDERS

| Notice inviting tender for printing and supply of personalized Cheque books E-TENDER & REVERSE AUCTION | TENDER No. TGB/FA/2023-24/06 |
|--|---------------------------------|
|--|---------------------------------|

TENDER

| IENDER | | | | | |
|--|---|------|--|---------------------|--|
| Tender availability | www.tgbhyd.in & https://etender.sbi | | | | |
| Date for PRE-BID (for clarifications) if any | Time: 3.00 PM Floor, Vijaya Sri Sai Celesti Street No 9, Nallakunta, | | AD OFFICE, 2-1-520, 2 nd oor, Vijaya Sri Sai Celestia, eet No 9, Nallakunta, ankermutt Road, Hyderabad, | | |
| Commencement of Tender | Date: 27.02.2024 | | | | |
| Last Date of SUBMISSION of | Date | U | pto | | |
| Tenders | 18.03.2024 | 02.0 | 00 PM | ON-LINE | |
| Date of OPENING / | Date | _ | At | Auction Website : | |
| VERIFICATION of TECHNICAL Tenders | 18.03.2024 | 4.00 | PM | https://etender.sbi | |
| Tender Value (Approximate) | Rs.30.00 Lakhs/- | | | | |
| EMD | Rs.60,000/- Demand Draft in favour of Telan Grameena Bank, Hyderabad | | <u>e</u> | | |
| Validity of tender | ONE (01) year From the date of agreement | | date of agreement | | |
| Number of Items for for reverse auction | One Item Refer financial bid | | ancial bid | | |

| Appointed Officers for Enquiries | S.VINOD KUMAR-9704150301 | N C Anish-7901617532 |
|---|--------------------------|----------------------|
|---|--------------------------|----------------------|

| M/s e-Procurement Technologies Ltd. B-704, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmedabad - 380 006, Gujarat State, India M: 9510813528 9328931942 9081000427 Email: kushboo.mehta@eptl.in | EMD DD (or MSE/NSICCertificate in relevant trade/service) should be submitted at the office of: TELANGANA GRAMEENA BANK General Manager - I 2-1-520, 2 nd Floor, Vijaya Sri Sai Celestia, Street No 9, Nallakunta, Shankermutt Road, Hyderabad Telangana-500044 |
|--|---|
| | General Manager - I |
| TENDER SUBMITTED BY | Name of the Vendor : |

TABLE OF CONTENTS

| S.NO | ITEM DESCRIPTION | PAGE NO |
|------|--|---------|
| 1 | INTRODUCTION | 3 |
| 2 | SCOPE OF WORK | 4 |
| 3 | IMPORTANT DETAILS | 5 |
| 4 | MODIFICATIONS OR CORRIGENDUM | 5 |
| 5 | PROCESS OF TENDER | 7 |
| 6 | BIDDING – THREE STAGES | 8 |
| 7 | CHANGE OF ADDRESS & CONTACT DETAILS | 8 |
| 8 | BIDDER'S DISQUALIFICATION | 8 |
| 9 | NON-TRANSFERABLE OFFER | 8 |
| 10 | PROPOSAL OWNERSHIP | 9 |
| 11 | ADDRESS FOR COMMUNICATION | 9 |
| 12 | MODIFICATION AND WITHDRAWAL OF OFFER | 9 |
| 13 | GENERAL RULES AND INSTRUCTIONS TO THE INDENTING APPLICANTS | 9 |
| 14 | PENALTY CLAUSE | 13 |
| 15 | TEST CHECKING AND OTHER TERMS | 14 |
| 16 | ELIGIBILITY CRITERIA | 15 |
| 17 | SPECIFICATIONS | 16 |
| 18 | PRINTING | 17 |
| 19 | EVALUATION CRITERIA | 17 |
| 20 | ANNEXURE-A FORM OF APPLICATION | 19 |
| 21 | ANNEXURE-B PRICE BID | 25 |
| 22 | ANNEXURE-C PRECONTRACT INTEGRITY AGREEMENT | 26 |

1. INTRODUCTION

Telangana Grameena Bank is a Regional Rural Bank, sponsored by State Bank of India, and jointly established by Government of Telangana and Government of India. Our bank has 428 branches as of now and are operating in eight regions viz. Adilabad, Hyderabad –I, Hyderabad – II, Nizamabad, Karimnagar, Jagtial, Mancherial and Nirmal in the State of Telangana. All the **428** branches have been functioning in a computerized environment on CBS platform.

The locations of our Regional Offices in Telangana State are:

- 1. Adilabad Region Adilabad, Komram Bheem Asifabad Districts.
- 2. **Hyderabad I Region** Hyderabad & Rangareddy Districts.
- 3. **Hyderabad II Region** Mahabubnagar, Medchal & Vikarabad Districts.
- **4. Jagtial Region** Jagtial, Nizamabad & Rajanna Sircilla Districts.
- **5. Karimnagar Region** Karimnagar, Peddapalli, Siddipet & Warangal (Urban) Districts.
- **6.** Mancherial Region –Bhoopalpally, Komram Bheem Asifabad & Mancherial Districts.
- 7. Nizamabad Region Kamareddy & Nizamabad Districts.
- **8. Nirmal Region** Nirmal, Nizamabad Districts.

2. SCOPE OF WORK

Telangana Grameena Bank invites applications for e-tender from well established, resourceful and experienced Security Printers in the IBA panel for printing and supply of Personalized cheque books to customers /branches for the duration of one year, which may be extendable further for a period of **twelve months** at the discretion of the bank upon seeing the satisfactory services of the vendor. Details of work are mentioned hereunder.

- a. Design, print and deliver the personalized cheques as required by the Bank.
- b. At present, a customer is permitted to avail a maximum of 20 cheque leaves, per request.
- c. Personalised cheque books are to be inserted in envelopes, as per specification, for the individual customer's dispatch through India Post.
- d. Printer shall develop the software at their own cost, to process data provided in the form of text file / encrypted mode (or any other format decided by the bank) to print the personalized information on cheque leaves and requisition slip as per the specifications of the bank.
- e. The file, after printing, should be returned to the Bank, after inserting the speed post number at the end of every record.
- f. Printed and packed cheque books are to be delivered to the customers (to branches, if undelivered) through India Post (speed post) only.
- g. It shall be the sole responsibility of printing agency to ensure delivery of cheque books to the customers (to branches, if undelivered) before raising invoice for the same.
- h. Provide MIS in required format to the bank.
- i. A proven track record of such setup is necessary and bidders who do not have such facility need not participate in tender.

Bidders satisfying the eligibility criteria based on technical bid will supply cheque books for the duration of one year. Price bids of bidders will be opened only after qualifying the technical bid and vendor will be shortlisted as per price bid evaluation criteria detailed in tender document.

3. IMPORTANT DETAILS

The following are the important details to be noted:

| Tender Reference | TGB/FA/2023-24/06 | | |
|--|---|--|--|
| Earnest Money Deposit (EMD) | Rs.60,000/- Demand Draft favoring | | |
| | | Telangana Grameena Bank. MSEs & NSIC in relevant trade are exempted | |
| Security Deposit* — to be deposited | Rs.30,000/- | Demand Draft or Bank | |
| within 14 days of entering into | | Guarantee from any | |
| agreement after verification of hard | | commercial bank. This | |
| copy | | includes the EMD already | |
| | | submitted. | |
| Tender document available from | 27.02.2024 in Bank's website – www.tgbhyd.in & in https://etender.sbi | | |
| Correspondence for any Technical | 1. S.VINOD KUMAR-9704 | 150301 | |
| Enquiry(Stationery and FA | 2. N.C.Anish -7901617532 | | |
| Department, Hyderabad) | 3. Email: cmstationeryandfa@tgbhyd.in | | |
| Last date for submission | 18.03.2024, 02.00PM | | |
| Mode of receipt of tenders | Through online as given in this document | | |
| Date and time of opening Bids/Offers | On 18.03.2024 at 4.00 PM | | |
| Address for Communication | TELANGANA GRAMEEN. | A BANK | |
| | General Manager - I | | |
| | 2-1-520, 2 nd Floor, Vijaya Sri Sai Celestia, | | |
| | Street No 9, Nallakunta, | | |
| | Shankermutt Road, Hyderabad | | |
| | Telangana-500044 | | |

4. MODIFICATIONS OR CORRIGENDUM

The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum. Any modifications or corrigendum to this tender document that may require after floating this tender shall be uploaded to the same website addresses, i.e., www.tgbhyd.in and https://etender.sbi on any day & any time before closure of the tender. The interested bidders are advised to visit the aforesaid websites regularly till the date of submission of Bid document and ensure that clarifications / amendments

issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. The Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

5.PROCESS OF THE TENDER

Bidding Process: ONLINE E-TENDERING WITH REVERSE AUCTION

NIT and Bid Submission

The bidder shall have to submit the tender **ON-LINE**, Vendors can download tender document either from our website www.tgbhyd.in or from https://etender.sbi maintained by the following e-procurement company:

M/s e-Procurement Technologies Ltd.

B-704, Wall Street - II,

Opp. Orient Club, Nr. Gujarat College,

Ahmedabad - 380 006. Gujarat State, India

M: 9510813528 | 9328931942 | 9081000427

Auction Website: https://etender.sbi

The Bank shall not consider any request for date-extension for bid-submission on account of late receiving / downloading of NIT by any bidder. But, however, any suggestion or advice of value addition from the vendors to the tender or rectification of any short comings in tender may entail in issue of Corrigenda before the last date or postpone the tender as the Bank may deem necessary. The Bank's decision for consideration is final.

Mode of submission of tender - ON-LINE

Tenders are to be submitted **ON-LINE** by uploading in the portal as advised above. The tender consists of both Non-Financial/ Technical Bid and Financial Bid / Price Bid. The bidders/vendors should submit both Technical Bid & Financial Bid.

Non-Financial / Technical Bid – The documents mentioned in the Technical Bid should be signed on all pages and uploaded. For Earnest Money Deposit – The Demand Draft (DD) should be scanned and uploaded. For exemption, MSE Certificate(s) is/are to be uploaded.

2. <u>Financial Bid / Price Bids</u> - The price bids (indicative) for the financial bid should be submitted online in the E-Auction web portal. Based on the price bids, a base price will be fixed by the Bank for reverse auction. The price will be further evaluated through reverse auction to arrive L1 rate/vendor.

<u>6.</u> BIDDING – THREE STAGES

6.1. Bidding – FIRST STAGE of bidding Technical Evaluation:

In the first stage, only the **Technical Bids** will be opened by the "*Purchase Committee*". The EMD DD should reach the head office before 2:00 PM on 18.03.2024. The technical bids of bidders whose DD does not reach the Bank's Head Office in time will be disqualified. No interest will be paid on the EMD by the Bank.

After the technical bids pass the qualification, the Bank may make site visits to the firms, units. The date of opening the FINANCIAL BID will be as provided in the tender.

<u>6.2. SECOND STAGE of Bidding</u> – Submission of Indicative Price Bids – Base Price & Decrement Value

In the second stage, **Indicative commercial/price bids** of short-listed, technically qualified bidders shall be opened ON-LINE and a Base price will be advised to the E-Procurement agency for further evaluation through reverse auction.

6.3 THIRD STAGE of Bidding - REVERSE AUCTION

In the third stage, **REVERSE AUCTION** shall be conducted for the final rates.

7. CHANGE OF ADDRESS & CONTACT DETAILS

The acceptance of a bid, subject to contract, commercial considerations & compliance with all terms and conditions will be communicated in writing by means of placing order at the address supplied by the bidder in its bid. Any change of bidder's address, E-Mail address, Phone Numbers, should therefore be promptly notified to: -

TELANGANA GRAMEENA BANK

General Manager - I

2-1-520, 2nd Floor, Vijaya Sri Sai Celestia, Street No 9, Nallakunta, Shankermutt Road, Hyderabad

Telangana-500044

8. BIDDER'S DISQUALIFICATION

Any bidder not complying with the bidding process is liable for disqualification at any stage without assigning any reason. Decision of the Bank in this regard shall be final, conclusive and binding on the bidder.

9. NON-TRANSFERABLE OFFER

This tender document is not transferable. Only the Vendor, who has downloaded & submitted the tender document, is entitled to perform the services to the Bank and this can't be transferred to another firm/vendor.

10. PROPOSAL OWNERSHIP

The proposal and all supporting documents submitted by the Bidder/ Vendor shall become the property of the Bank.

11. ADDRESS FOR COMMUNICATION

Bids should be submitted ON-LINE to,

M/s e-Procurement Technologies Ltd.

B-704, Wall Street - II,Opp. Orient Club, Nr. Gujarat College,

Ahmedabad - 380 006. Gujarat State, India

Phone: M: 9510813528 | 9328931942 | 9081000427 (For all technical / web-portal related enquiries)

Auction Website: https://etender.sbi

The tender offer with all necessary documents mentioned is to be submitted on or before 18.03.2024 before 02.00 PM.

Contact: For any technical enquiries: S.VINOD KUMAR-9704150301

For any other tender related communication, the below mentioned official may be contacted.

S.VINOD KUMAR-9704150301

Telangana Grameena Bank, HEAD OFFICE, 2-1-520, 2nd Floor, Vijaya Sri Sai Celestia, Street No 9, Nallakunta, Shankermutt Road, Hyderabad, Telangana-500044.

12. MODIFICATION AND WITHDRAWAL OF OFFER

The Bidder/Vendors are allowed to modify/ withdraw their offers at any time before the last date and time specified for receipt of offers. The bidders/vendors should contact e-Procurement agency for guidance to modify/withdraw their offer/bids. However, No offer can be modify/ withdrawn by a bidder/vendor after the last date and time specified above for submission of offers.

13. GENERAL RULES AND INSTRUCTIONS TO THE INDENTING APPLICANTS

- 1. Telangana Grameena Bank invites applications for tender from well established, resourceful and experienced Security Printers in the IBA panel for printing and supply of personalized cheque books to customers /branches all over India for duration of one year, which may be extendable further for a period of twelve months at the discretion of the bank upon seeing the satisfactory services of the vendor, at the arrived L1 rates.
- 2. The Technical Bid, (General conditions of tender, tender specifications) and Price bid (Bill of Quantities) shall be duly signed by the authorized signatory at every page along with company seal.
- 3. There should be no overwriting/corrections/omissions in the tender document, no column should be left blank.
- 4. Pre-bid Queries and Pre-Bid Meeting: The tenderer should carefully examine the

- specifications, terms and conditions of the tender and may seek clarifications, if required. The tenderer in all such cases seek clarification in writing to (**cmstationeryandfa@tgbhyd.in**) by mentioning the relevant page number and clause number. No individual / oral consultation shall be entertained. No queries will be entertained from the bidders/ vendors after pre-bid meeting.
- 5. The details of the applicants and their experience shall be submitted in the Bank's prescribed "Pre-Qualification Format" only. Wherever required and if the space provided is not sufficient, particulars can be furnished as Annexures but such details shall be clearly mentioned in the respective columns of the application Format. Applicant shall enclose latest copies of brochures and technical documentation giving additional information about the applicant. Each page of the document shall be duly signed by the bidder/applicant or their authorized representative along with their company seal.
- 6. No costs incurred by the applicant in applying, in providing necessary documents or attending discussions, will be reimbursed by the Bank.
- 7. Documentary proof with respect to the prequalification criteria shall be furnished along with the completed application form. In this regard, copies of the work orders and completion certificates and or such other documents shall be submitted. Incomplete applications or applications without proper proofs for establishing their credentials will be liable for rejection and no correspondence will be entertained in this regard. Where copies are to be furnished, they have to be certified copies preferably by the concerned agencies or a Government Office.
- 8. The authorized person of the firm/ company shall sign in all the pages of the application with seal of the company/ firm.
- 9. For consideration of experience, works should have been executed in same name & style of the firm in which work order is sought.
- 10.If found necessary, Bank may also consider inspecting the works undertaken by the applicants, for which necessary co-ordination shall be made by them. Based on the details furnished in acceptable format, inspection of works and eligibility criteria as on cutoff date, the bidders/applicants will be considered for the tender.
- 11.Decision of the Bank regarding selection / rejection will be final and binding and no further correspondence will be entertained. Shortlisted Security Printers will only be informed by Email.
- 12. The successful printer should get the NPCI approval for printing cheques, by paying requisite fee.
- 13.Placing of the orders for printing of cheque books will be done only after obtaining the approval of our cheques samples from NPCI.
- 14. The Bank will provide only specimen of each security item but not any art work. They should

- be arranged by the security printers themselves.
- 15.Printed & supplied items which are not according to the bank's specifications in all respects shall be summarily rejected and even after the repeated instructions from the Bank if the vendor repeats the same, the Contract would be cancelled.
- 16. The Security Printing Unit should have stringent quality control measures for security printing, binding, packing etc. to ensure supply of high quality security items.
- 17.Before submitting the tender, tenderers are requested to see the specimen, examine carefully the conditions of contract, / labour/ time factor etc.
- 18. The tenderer whose tender is accepted shall not be entitled to make any claim for increase in the rates quoted and accepted.
- 19. The Bank is not bound to accept the lowest tender and reserves the rights to reject any or all the tenderers without assigning any reasons therefore.
- 20. The quoted rates shall be all inclusive (including GST). No other charges will be paid over and above the quoted rates.
- 21. Statutory deductions / TDS will be levied as applicable.
- 22. Prospective security printers to note that all payments will be made electronically as per Government guidelines.
- 23. Tenderers shall quote their unconditional rate strictly as per the list of items specified. Cutting / overwriting, if any, shall be counter-signed.
- 24. Conditional and incomplete tenders are liable to be rejected.
- 25. The successful bidder/security printer should enter into an agreement with the Bank, on a Rs. 200/- Stamp Paper, as per Bank's format.
- 26. The bidder/ Vendor will not subcontract or permit anyone other than bidder's/ vendor's qualified personnel to perform any of the work, services or other performance required of bidder/ vendor under the work order/Agreement without the prior written consent of the Bank.
- 27. The EMD of unsuccessful bidders shall be returned without interest within 30 days after award of work to the successful bidder. The EMD of successful bidder will be retained as a part of security deposit. No interest will be paid on the EMD by the Bank.
- 28. The bidder/ vendor agrees to indemnify and hereby keeps the Bank indemnified against all claims, suit or proceedings and against all actions, loss, damages, frauds, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of any deficiency in services rendered by the bidder/ vendor or breach of any obligations mentioned in clauses of the tender/ agreement, including without limitation, breach of confidentiality obligations or any acts of commission / omission on the part of the employees, agents, representatives or Sub-Contractors, etc of the bidder/ vendor. The bidder/ vendor agrees to make good the loss suffered by the Bank on first demand

made by the Bank in this regard which shall be final conclusive and binding on the bidder/ Vendor.

- 29. The bidder/ vendor acknowledge that all material and information which has or will come into its possession or knowledge in connection with tender/ work order/ Agreement or in performance thereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to the Bank. The bidder/ vendor agrees to hold such material and information in strictest confidence, not to make use thereof other than for the performance of this tender/ work order/ Agreement, to release or disclose it only to bidder's/ vendor's employees requiring such information, and not to release or disclose it to any third party. The bidder/ vendor agrees to take appropriate steps/ action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this tender/ work order/ Agreement are fully satisfied and if any loss caused to the Bank by such acts of the employees, agents, representatives or Sub-Contractors, etc of the bidder/ vendor, the bidder/ vendor shall indemnify the Bank.
- 30. This Tender is not an offer by the Bank, but an invitation to receive offers from bidders/vendors. No contractual obligation whatsoever shall arise from the tender process until and unless a formal contract is signed and executed by a duly authorized officer of the Bank.

14. PENALTY CLAUSE

Bank shall impose penalties for breach of contract, deviation in specification etc.,

- a. Not adhering to the delivery schedule
- b. Mistakes in printing, binding, seriating or packing of security items
- c. Deficiencies in services/ quality of printing
- d. Printing not according to Bank's format and colour schemes etc.
- e. Flouting Bank's instructions in respect of storage of paper, maintenance of records, transportation and delivery of security forms etc.
- f. Rejections of MICR instruments in test checking.

| S.No. | Reasons | Amount of penalty |
|-------|--|--|
| 1 | Delay for cheque books | Rs.10 per day |
| 2 | Wrong Dispatch | Rs.100 per book+ speed post charges |
| 3 | Shortage of MICR paper | 110% of Cost of MICR paper |
| 4 | Wrong printing / Defective perforation / binding (not resulting in rejection of cheque book) | Rs.25 per Cheque Book |
| 5 | Wrong printing (Resulting in rejection of cheque book) | Rs.100 per cheque book + cost of Cheque Book (paper cost + printing cost |
| 6 | Deviation from RBI / NPCI specifications or Banks specifications | Shall be decided by bank depending upon nature and severity |
| 7 | Dispatch of cheque books with missing/ duplicate/ additional leaves | Rs.500 per Cheque Book |
| 8 | Misuse/loss/theft/ leakage of data or any other mistakes | Shall be decided by the bank |

In case of rejection of any consignment of security instruments on account of any reason, no payment of printing charges shall be made and penalty charged by RBI / local clearing house will be recovered from the printer. If the Printer fails to deposit the loss amount claimed by the bank or the penalty imposed by the bank for the negligence in any manner, or otherwise, the bank shall have the full right to recover the same from the bills &/or to forfeit the earnest money deposit/ recover the amount out of security deposit &/or take such other action, legal or otherwise, as it may deem proper. Bank shall have a right to increase/decrease the penalties stated above considering the circumstances of each case.

15. TEST CHECKING:

Bank shall check samples of MICR instruments, collected from branches at regular intervals, with NPCI / RBI or any of the cheque processing center to ensure compliance of CTS 2010 specifications and rejection rate should be zero. In case of any deviation, the decision of the bank shall be final and binding on printers/ vendors.

Other terms:

- 1. Please quote your rates per lot mentioned including packing and taxes, if any.
- 2. Wastage at the rate of 10% for printing will be allowed.
- 3. Rates submitted by the tenderers and arrangement made with the bank would be valid for one year from the date of execution of the agreement, which may be extendable further for a period of twelve months at the discretion of the bank upon seeing the satisfactory services of the vendor.
- 4. Please ensure that your quotation is properly worked out and presented, as any request for revision of the rates or cancellation of the order subsequently will not be entertained.
- 5. Printing of personalized cheque books shall have to be started by the Vendor/ Printer maximum of 20 days from the date of award of the job, by which time vendor/ printer shall have to complete all arrangements including obtention of approval of cheque sample from NPCI. The bank will not be bound to provide any extension of time in this regard.
- 6. Vendor/ Printer shall develop the software at their own cost, to process data provided in the form of textfile (or any other format decided by the bank) to print the personalized information on cheque leaves and requisition slip as per the specifications of the bank. Any changes required to be made infuture in this regard, shall have to be managed by the printer with no extra cost.
- 7. Bank may also undertake standardization of different inputs/outputs for Personalized Cheque Books from time to time which the vendor/ printer shall have to implement promptly with no extra cost.
- 8. Since, the customers' data that shall be provided by the bank to Security Printer is confidential & sensitive, the successful tenderer shall have to ensure its complete secrecy, safety & security and shall use the data only for printing of personalized cheque books and not for any other purpose in any case.
- 9. Successful tenderer shall also submit an undertaking not to part with or in any way divulge the information/data provided to the printer for processing and printing, to any unauthorized person and shall keep/preserve the record/data as per bank's requirement/legal laws.
- 10. The vendor/ printer shall be solely responsible & accountable for any loss caused to the bank due to misuse of data provided by the bank to the vendor/printer or loss of such data or theft/leakage of such data capturing of wrong data on cheque books due to their negligence or otherwise.
- 11. The vendor/printer shall ensure due diligence/KYC verification of its employees from time to time and shall preserve the information relating to the same in accordance with the law.
- 12. In case the vendor/ printer fails to commence the job within stipulated time period or if the

printer stops printing of PCBs during the period of Agreement, the bank may forfeit its EMD/Security Deposit and may also take any other action/legal recourse including termination of the agreement &/or debarring the vendor/printer from doing the bank's work for next 2 years, as it may deem proper.

13. Vendor/Security Printer shall have standby/alternate arrangement of printing & other related operations in case of failure/breakdown of any machine etc, so that uninterrupted printing/dispatch of personalized cheque books of our bank is ensured.

16. ELIGIBILITY CRITERIA

The process is open to all applicants (Incorporated bodies / Partnership Firms) who are capable and interested in meeting bank's objective of printing of security instruments and fulfill the eligibility criteria, among others, as given below:

- 1. The Security Printer should have been listed in the approved panel of Indian Banks' Association (IBA). Please enclose a copy of the latest and valid IBA approval letter, duly attested.
- 2. The applicants should have at least one IBA approved printing unit. If any applicant does not fulfill the above criteria, the application will be rejected. Please enclose documentary proof.
- 3. The applicant should be in the line of business of printing and supply of security instruments directly for at least last three years ending 31-03-2023. Please enclose documentary proof.
- 4. The vendor/ printer should have obtained the approval certificate from National Payment Corporation of India (NPCI) for undertaking printing and supply of CTS 2010 standard cheques to nationalized banks/SBI, within last three years. Please enclose a copy the said approval certificate, duly attested.
- 5. The security printer should have made supplies to at least two major Public Sector Banks /major Private banks, with 500+ Branches, individually to the tune of at least 20 lakhs leaves of security instruments (Cheques/DDs/Deposit Receipts etc.,) during the financial year 2021-22 or 2022-23. Please enclose documentary proof (work order, completion certificate and performance certificate).
- 6. The Vendor/ Security Printers should be established in the line of Security Printing at least for a minimum period of last 5 years, prior to 31.03.2023. Please enclose documentary proof.
- 7. Vendor should be in a position to print minimum 30 lakh security instruments during a financial year. Please enclose documentary proof.
- 8. The Printing Unit should have the required technical infrastructure/in house facility to develop new designs. They should have the capacity to incorporate various special security features as the Bank may stipulate from time to time. Please enclose documentary proof (Relevant machinery list and capacity)
- 9. The average annual turnover of the Vendor/Security Printers for the last three years as on 31.03.2023 should not be less than Rs. 30 lakhs. Please enclose auditor's certificate.
- 10. The applicant should be a profit making company continuously for 2020-21, 2021-22 and

2022-23. Please enclose documentary proof (Auditors Certificate).

Non compliance to any of the eligibility criteria or any other criteria mentioned anywhere in this document will disqualify the Security Printer/ vendor/bidder.

11. Integrity Pact (IP):

The Bank follows a transparent process for procurement of its various goods, services and works, so that all the procurements can be completed with healthy competition and in all fairness. Hence we have adopted Integrity Pact (IP) to be implemented in all our tenders which are above a threshold limit.

The pact essentially envisages an agreement between the prospective bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a **preliminary qualification.**

- a) We have attached the format of Integrity pact as Annexure-C below in which all pages of the Integrity Pact are to be returned by the bidder duly signed by the same signatory who signed the bid, i.e. who is duly authorized to sign the bid and to make binding commitments on behalf of his firm/company.
- b) Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a nonresponsive bid and shall be rejected straightaway.

17. SPECIFICATIONS

MICR Cheque books are to be printed without counterfoil. Cheques should be strictly as per CTS 2010 standards complying all norms of RBI/NPCI. Branch name address, logo, IFSC code etc. are to be printed exactly as per specifications and the specimen should be approved by NPCI.

All printing is to be done in specified format and color scheme of each instrument. Printed samples of all the instruments will be provided by the bank to successful tenderer, and the art works complying with bank specifications and CTS 2010 standards have to be developed by printer/vendor themselves.

It is mandatory for a vendor/ printer to get "CTS-2010 Standards", new 500 cheque leaves test certification from NPCI before printing PCBs for bank.

Vendor/ Security Printers having IBA approved Personalized Cheque Books printing unit to note that unit must be capable of carrying out all the printing including base printing at the same location. Unit should be capable of printing the cheques as per the time schedule / requirements of the bank.

Please note that final proof (5 cheque books with minimum 10 leaves each) should be submitted to the Bank for approval before commencing execution of Bank orders. Printer/ vendor is also

required to submit specimen cheque leaves as per NPCI instructions for testing the compatibility of the same with CTS environment before execution of the work.

Cheques to be printed on 95 GSM MICR cheque paper.

- ➤ Cheque books with 20 leaves.
- Requisition slip on 70 GSM Mapiltho paper.
- Record slip on 70 GSM Mapiltho paper with "Die Cut" for visibility of serial number
- ➤ Cover page on 170 GSM Art papers- To be printed as per Bank's requirement.

18. PRINTING

Standard design of background is to be printed in fugitive ink with text in Black ink. Bank's name and logo is to be printed in single color.

All field placements would be strictly as per "CTS 2010" standard. Base colour Pattern

Savings Bank Cheques : Parrot Green Base

Current Account/ : Purple Base

Cash Credit Cheques : Purple Base

The above colours may be changed as per the decision of the Bank and the same will be communicated to the vendor/ printer well in advance. The fugitive ink used for printing background should not be mixed with any other type of ink and should be easily removed by applying water over it without vigorous rubbing. All MICR instruments shall be printed with fields as per RBI guidelines with good quality MICR ink. The Requisition slips are to be printed on MICR paper and the same should contain Customer A/c no, Name& address details, cheque numbers of the cheque book i.e., 'from' and 'to' serial number with prefix and branch name. Cover Page, Requisition slip, Record slips are to be printed in single color.

Note: All participating bidders/ vendors are advised to be present on the date of opening of tenders. However, the tenders will be opened, even if no vendor has represented/attended the meeting.

19. EVALUATION CRITERIA

All interested and eligible bidders shall submit their duly filled documents, well in advance before the due date and time specified for submission in the e-tenders, signed in all pages along with all relevant annexures as proof of experience, technical capabilities, financial capabilities etc.

Technical Bid Evaluation:

Technical Bid would be opened first and scrutinized. Only those vendors/ security printers who satisfy the Technical bid alone would be shortlisted and only their Price Bid would be opened, at

the designated date and time.

Technical Bid Evaluation Criteria:

Stage 1: Preliminary Examination: To ascertain the responsiveness of the bidders and reject those bids who have not submitted the tender in Bank's approved format

- Not having valid IBA approval
- Submitted unsigned / illegible tender
- Not accepted the Bank's techno-commercial conditions
- Submitted the tender with counter conditions and does not satisfy any of the eligible criteria

Only those bids that are responsive shall be subject to further processing. Bids not complying with the above would be rejected.

Stage 2: Pre-Qualification:

To determine the compliance of bidders with specified eligibility / Qualification criteria.

A bidder has to comply with each of the eligibility criteria / requirements in application format (mandatory requirement) to qualify for further evaluation and opening of Price Bid. If the bidder fails to satisfy any one of the criteria, then the bidder would be disqualified.

NOTE: All vendors/ security printers must be IBA approved, registered for GSTIN, Income Tax etc., detailed in this pre-qualification document. The vendors/ security printers, otherwise eligible but notregistered for these statutory obligations will not be considered for short listing, for opening of Price bid. Prospective security printers to note that all payments will be made electronically as per Government guidelines.

- Please fill in all particulars in the space provided in the application form.
- The bids would be evaluated based on Evaluation Criteria by a Committee of Officials
 and on prescribed date and time, the Price Bid of those shortlisted bidders alone would
 be opened.
- It is the responsibility of the bidder to ensure that the bids are submitted well in advance / within the due date and time prescribed. Printers are requested to not to wait till the last moment to quote their bids to avoid any unforeseen situations.
- Bank will scrutinize the offers based on information provided in Technical Bid. Any incomplete or ambiguous terms / conditions/ quotes will disqualify the bidder and Banks decision on selection of the prospective vendor/ printer is final.

<u>ANNEXURE – A: APPLICATION FORMAT</u>

(Attach separate sheets wherever necessary / please tick appropriate box)

| 1 | Name of the Applicant / Firm / Company | |
|---|--|---|
| 2 | Registered Address: | |
| | Address for Communication: | |
| 3 | Contact Information | |
| | Contact Person | |
| | Office Phone Number: Residence | |
| | Phone Number: Mobile Number: | |
| | E-Mail: | |
| 4 | Status of the Firm: | Company Partnership Proprietary Firm Individual |
| 5 | Year of Establishment: | |
| 6 | Number of years of experience in similar work | |
| 7 | Name of the Proprietor / Partners / Directors with professional qualifications | |

| 8 | Registration Details | |
|----|--|--|
| | Companies/ Firm Registration Number & Date: GSTIN: Income Tax PAN, TIN: Others, if any: | |
| 9 | Turnover of the Company / firm | |
| | (Please attach copy of audited balance sheet and profit & loss account / IT Returns for three years) | 2020-21 :Rs. 2021-22 :Rs. 2022-23 :Rs. |
| 10 | Please confirm that you have fully understood the requirement of BANK mentioned in this tender | YES NO |
| 11 | Specify location and address of IBA approved Printing Unit for printing PCBs | 1. |
| | Please enclose documentary proof. | 2. |
| | | 3. |
| | | |
| | | Attach additional paper for more space |

| Please confirm that you have IBA approved printing units. | | |
|--|--|---|
| (please tick appropriate box) | YES | NO |
| Please confirm that you have the capacity to print for our bank in above mentioned locations as per | YES | NO |
| (please tick appropriate box) | 125 | 110 |
| Were you ever required to suspend the activity for a period of more than six months Continuously? If so, give details | YES | NO |
| Have you ever left any orders placed with you incomplete? (If so, give details and reasons for not executing the orders) | YES | NO |
| Has your firm been debarred or Black listed for tendering in any organization? If so, give details. | YES | NO |
| Have you got separate godown / space for storing paper? If so, is it Covered by Insurance? Please furnish details. | YES | NO |
| Confirm that you have enclosed the EMD/Bid Security Declaration, duly signed | YES | NO |
| Please enclose details of printing job handled by the firm for the last 3 years. | YES | NO |
| | (please tick appropriate box) Please confirm that you have the capacity to print for our bank in above mentioned locations as per Bank's schedules/requirements. (please tick appropriate box) Were you ever required to suspend the activity for a period of more than six months Continuously? If so, give details Have you ever left any orders placed with you incomplete? (If so, give details and reasons for not executing the orders) Has your firm been debarred or Black listed for tendering in any organization? If so, give details. Have you got separate godown / space for storing paper? If so, is it Covered by Insurance? Please furnish details. Confirm that you have enclosed the EMD/Bid Security Declaration, duly signed Please enclose details of printing job handled by the firm for the last | (please tick appropriate box) Please confirm that you have the capacity to print for our bank in above mentioned locations as per Bank's schedules/requirements. (please tick appropriate box) Were you ever required to suspend the activity for a period of more than six months Continuously? If so, give details Have you ever left any orders placed with you incomplete? (If so, give details and reasons for not executing the orders) Has your firm been debarred or Black listed for tendering in any organization? If so, give details. Have you got separate godown / space for storing paper? If so, is it Covered by Insurance? Please furnish details. Confirm that you have enclosed the EMD/Bid Security Declaration, duly signed Please enclose details of printing job handled by the firm for the last YES |

| 20 | DI 1 1 1 1 C | T | |
|----|---------------------------------------|-----|-------|
| 20 | Please enclose details of security | | |
| | items printed for Public Sector | YES | NO |
| | Banks/RRBs during last one year. | | - 1 - |
| | | | |
| | | | |
| 21 | Please confirm that you | | |
| | will supply the items strictly as per | VEC | NO |
| | CTS 2010 standards and as per | YES | NO |
| | Bank's specifications, within the | | |
| | time period mentioned. | | |
| | • | | |
| | (please tick appropriate box) | | |
| 22 | (prouse transpropriate con) | | |
| | The rate quoted / accepted should | | |
| | be valid for period of one year from | YES | NO |
| | | | |
| | the date of agreement with the bank. | | |
| | | | |
| | Request for any revision in rate | | |
| | will not be accepted. | | |
| | Please confirm your acceptance. | | |
| 23 | Bank shall check samples of MICR | | |
| 23 | instruments, collected from | YES | NO |
| | branches at regular intervals, with | | |
| | | | |
| | NPCI / RBI or any of the cheque | | |
| | processing center to ensure | | |
| | compliance of CTS 2010 | | |
| | specifications and rejection rate | | |
| | should be zero. | | |
| | | | |
| | In case of any deviation, the | | |
| | decision of the bank will be final | | |
| | and binding on printers. | | |
| | Please confirm your acceptance. | | |

| 24 | Bills for the security items supplied should be submitted within 30 days from the date of delivery at the branch and Bills received thereafter shall be treated as 'NO CLAIM". | YES | NO |
|----|--|-----|----|
| | Please confirm your acceptance. | | |
| 25 | Paper to be supplied to the Bank must be kept in Safe custody at Printers' premises and adequate insurance cover with bank clause | YES | NO |
| | should be provided at Printer's cost | | |
| | and to be renewed from time to | | |
| | time. A copy of the policy should be furnished to us. | | |
| | | | |
| | Please confirm your acceptance. | | |
| 26 | Please confirm that you have understood the evaluation criteria for selection and confirm your acceptance for the same. | YES | NO |
| | | | |
| 27 | The successful tenderer shall shred all wastes before disposal and ensure that the Bank's logo and materials are not misused. | YES | NO |
| | Please confirm. | | |

| 28 | Please confirm that you have quoted your price only in Price Bid and not anywhere in Technical Bid. | YES NO | | | | | |
|--------|---|---|--|--|--|--|--|
| 29 | Please confirm that you have submitted DD. If exempt, then valid certificate from MSE/National Small Industries Corporation Ltd shouldbe enclosed. | DD MSE/NSIC Certificate | | | | | |
| 30 | NPCI Certificate | YES NO | | | | | |
| | If yes, please enclose the certificate. | | | | | | |
| DECLA | RATION | | | | | | |
| 1. All | the information furnished by me / us he | ere above is correct to the best of my/ our | | | | | |
| | owledge and belief. | | | | | | |
| | We agree that the decision of Telangana final and binding to me / us. | Grameena Bank in selection of printers will | | | | | |
| | • | understand that if any false information is | | | | | |
| | 3. I / We have read the instructions and I / we understand that if any false information is detected at a later date, existing and future work order shall be cancelled at the discretion | | | | | | |
| of t | he Bank. | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Place | : SIGNATURE O | F THE APPLICANT: | | | | | |
| Date | : NAME & DESIGNATION SEAL OF ORGAN | | | | | | |

ANNEXURE - B: PRICE BID

| | BOOK FORMAT | | | | |
|-------|---------------------------------|----------------------|-------------|------|--|
| S No. | Security Item | Approximate Quantity | Lot | Rate | |
| 1. | SB/CA/CC Cheque Books 20 leaves | 30.00 Lakhs | 1000 leaves | | |
| | TOTAL | | | | |
| | Total amount in figures | | | | |
| | | | | | |
| | | | | | |

RATES TO BE QUOTED:

The rates quoted are inclusive of:-

Cost of MICR paper of 95 GSM, requisition slip and welcome slip on 70 GSM Mapiltho paper, record slip on 70 GSM Mapiltho paper with "Die Cut" for visibility of serial number, cover page on 170 GSM Art papers, tamper proof plastic envelope with window, labour charges, postage charges for PCBs.

The rates quoted by us is inclusive of 18% GST.

Place: SIGNATURE OF THE APPLICANT

Date : NAME & DESIGNATION

SEAL OF ORGANISATION

PRE-CONTRACT INTEGRITY AGREEMENT

Between

Telangana Grameena Bank (TGB) (Hereinafter referred to as "The Principal")

| And |
|--|
| (Hereinafter referred to as "The Bidder/Contractor") |

Preamble

| WHERES The Principal | l has floated | the e-Tende | er Notice N | lo | | dated | |
|--------------------------|---------------|-------------|-------------|---------|----------|------------------|-------------|
| (hereinafter referred to | as Tender) | and intends | to award | , under | laid dow | n organizational | procedures, |
| contracts for | | | · | | | | |

AND WHERES The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s).

AND WHERES to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as Integrity Pact), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Integrity Pact witnessed as under -

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer / General Manager (Vigilance) and in addition can initiate disciplinary actions

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

(1) It is required that each Bidder/Contractor (Including their respective officers, employees and agents) adhere to the highest ethical standards and report to Government/Department all suspected acts of fraud or corruption of coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of contract.

- (2) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of an kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelize in the bidding process.
- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
- e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose an any and all payment made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to competent authority (i.e. Chairman/General Manager or any other officer who authorized by the principal for the purpose) and shall wait for their decision in the matter.
- (3) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s)/ Contractor(s) will not directly or through any other person or firm indulge in fraudulent practice, willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to action reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government/Principal interests.
- (5) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm use coercive practices (which shall include the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation of property) to influence their participation in the tendering process.

Section 3 – Consequences of Breach

Without prejudice to any rights that may be available to the Principal under law or the contract or its established policies and laid down procedures, the Principal shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal absolute right:

- 1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal. Such exclusion may be forever or for a limited period as decided by the Principal.
- 2. Forfeiture of Earnest Money Deposit/ Performance Guarantee/Security Deposit: If the Principal has disqualified the Bidder(s) from the Tender process prior to the award of the contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal apart from exercising any legal rights that may have accrued to the Principal, may in its considered opinion forfeit the entire amount of Earnest Money Deposit/Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3. Criminal Liability: If the Principal obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of PC Act, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to law enforcing agencies for further investigation. The Principal will inform the same to the Chief Vigilance Officer / General Manager (Vigilance).

Section 4 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal.
- (3) If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may, at its own discretion, revoke the exclusion prematurely.

<u>Section 5 - Equal treatment of all Bidders/Contractors/Subcontractors</u>

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement by any of its Subcontractors/sub-vendors.
- (2) The Principal will enter into pacts on identical terms as this one with all Bidders and Contractors.
- (3) The Principal will disqualify Bidders who do not submit the duly signed Integrity Pact between the Principal and the Bidder along with the Tender or violate its provisions at any stage of the Tender process.

Section 6 - Duration of the Pact

- (1) This Integrity Pact begins when both the parties have legally signed it. It expires for the Contractor 12 months after the completion of work under the contract or expiry of defect liability period or last payment made under the contract, whichever is later and for all other bidders, 6 months after the Contract has been awarded.
- (2) If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged/determined by the Principal.

Section 7 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Hyderabad.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Contractor is a partnership or a consortium, this Integrity Pact must be signed by all partners or consortium members. In case of company, the Integrity Pact must be signed by a representative duly authorized by board resolution.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be treated as per contract or terms and conditions of the tender.
- (6) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Pact, any action taken by the Principal in accordance with this Integrity Pact or interpretation thereof shall not be subject to arbitration.
- (7) In view of the nature of integrity pact, the Integrity Pact is irrevocable and shall remain valid even if the main tender/contract is terminated till the currency of the integrity pact.
- (8) If any complaint regarding violation of IP is received directly by the Principal in respect of the contract, the same shall be referred to the competent authority.

Section 8 - Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard to any of the provisions covered under this Integrity Pact.

| For & On behalf of the Principal) | |
|---|--|
| Office Seal) | |
| For & On behalf of Bidder / Contractor) | |
| Office Seal) | |
| Place | |
| Date | |
| Witness 1: | |
| Name & Address) | |
| Witness 2: | |
| Name & Address) | |

IN WITNESSWHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses: