

कार्ड सेंटर नैगम कार्यालय / Card Centre Corporate Office No.69, 1st Floor, 9th Main Road, 3rd Block, Jayanagar वेंगलूर /BANGALORE - 560 011

RFP Ref No. 1503/2915/CO:CC/SM/2015 dt. 30/10/2015

REQUEST FOR PROPOSAL FOR SUPPLY OF 30 LAKHS PIN MAILERS

Last date and time for submission : 21/11/2015 at 2.00 PM Date of opening qualification documents : 21/11/2015 at 3.00 PM

Tentative date of Reverse Auction : 25/11/2015

Tender Document Cost ₹10,000/-

Contact Number: 080-26639961

Fax: 080-26639970

Email: <u>dcc@syndicatebank.co.in</u> Website: www.syndicatebank.in Syndicate Bank is a leading Public Sector Bank having 3680 Branches / Offices, 100% CBS branches and more than 3592 ATMs spread across the country. All the branches of the Bank are issuing Debit Cards to eligible customers.

We request interested and eligible vendors to submit pre-qualification documents and qualified vendors to participate in e-auction process for supply of 30 lakhs PIN Mailers for Syndicate Bank Debit Cards and for its 3 RRBs namely Karnataka Vikas Grameena Bank, Prathama Bank and Andhra Pragathi Grameena Bank.

The Bank reserves the right to make changes in the stationery/design/quality at its sole discretion. The Bank may also decide to use different types of stationery for PIN Mailers. The Bank reserves the right to empanel more than one vendor for supply of PIN-Mailers.

Pre - Qualification Criteria:

- i) The bidder should have installed capacity in India for printing / producing 5 lakhs PIN Mailers in a month Proof to be attached.
- ii) The bidder should be a Registered Firm / Company in India, having supplied a minimum of 50 lakhs Pin-Mailers during the last 12 months to Public Sector /Private Sector / foreign Banks in India.

 Proof to be attached Copy of PO issued by Banks to whom PIN-Mailers have been supplied showing the quantity supplied.
- iii) The bidder should have minimum 3 years experience in supplying PIN Mailers in India.
 - Proof to be attached (i) Certified copies of Certificate of Incorporation and Certificate of Commencement of Business (for Public Limited Companies) issued by the Registrar of Companies (ii) Registration Deed in case of Firm other than Company (iii) Evidence for ST / VAT registration) (iv) Audited Financial Statements (and Annual Reports, if applicable) for last 3 years.
- iv) The bidder should not have been black listed by any Banks / Govt. / Quasi- Govt.
 or Public Sector Under takings /Enterprises or IBA during last three years –
 Proof to be attached Self-attested letter
- v) The vendor should submit sample PIN Mailers proposed to be supplied numbering 500 /1000 for test printing /evaluation along with technical documents.

Tender Document Cost:

All Bidders should submit a non refundable Tender Document Cost as given below for individual variants, maximum being ₹10,000/- (Rupees Ten thousand Only) in the form of Demand Draft favouring Syndicate Bank, payable at Bangalore along with the pre-qualification documents, failing which the Vendor shall not be eligible for e-auction. In case exempted by GOI Notification, supporting documents certifying the eligibility of the vendor during the current year to be submitted.

Bid Security:

(a) Demand Draft or (b) Bank Guarantee for ₹1,25,000/- (Rupees One Lakh Twenty Five thousand only) valid for a period of 3 months towards Bid Security for the value detailed below, favouring SyndicateBank, payable at Bangalore shall be enclosed along with the pre-qualification documents. In case exempted by GOI notification, supporting documents certifying the eligibility of the vendor during the current year to be submitted.

The Bid Security may be forfeited:

- 1. If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
- 2. If a Bidder fails to participate in On-line Sealed Bids/ Reverse Auction Process. or
- 3. If the Bidder, having been notified of the acceptance of its Bid by the Bank during the period of Bid validity:
 - a) Fails or refuses to execute the Contract Form if required; or
 - b) Fails or refuses to furnish the Performance Security, in accordance with the terms of the Bid; or
 - c) Fails to supply the Goods within the stipulated period or
 - d) Fails to accept the Purchase Order.

Vendors must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail summary rejection. Certified photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. Bank reserves the right to verify /evaluate the claims made by the Vendor independently. Any decision of Bank in this regard shall be final, conclusive and binding upon the Bidder.

Delivery/acceptance of PIN Mailers at Bank's Card Centre in Bangalore:

The requirement of the Bank will be approximately 30 lakhs (Thirty Lakhs) for the next 12 – 18 months. The rates to be quoted shall be valid for a period of 18 months during which period the Bank may place delivery instructions in lots of 100,000/200,000/300,000 subject to satisfactory supply of the stationery as per the specifications given in **Annexure-A** to this RFP for the use of our Bank or any one of 3 RRBs. The Bank will have the option about increasing or decreasing the requirement of PIN-Mailers by 25%.

The delivery of PIN-Mailers will be spread over a period of 12 - 18 months from the date of Purchase Order (PO) from Bank, as per Bank's written instructions from time to time. The PIN-Mailers shall be delivered within 2 weeks from the date of PO / Delivery Instructions or by the date extended by Bank.

Period of Validity of Offer / bid:

Offer / bids shall remain valid for 2 (two) months after the date of opening of bids. Bank holds the rights to reject an Offer / Bid valid for a period shorter than 2 (two) months as non-responsive, without any correspondence. In exceptional circumstances, Bank may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. A bidder

acceding to the request will neither be required nor be permitted to modify its Offer / Bid.

Clarification of Offers/bids:

To assist in the scrutiny, evaluation and comparison of Offers/Bids, Bank may, at its sole discretion, ask some or all bidders for clarification of their Offer/Bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the Offer / bid shall be sought, offered or permitted. Clarifications required, if any, shall be sought for on or before 11.11.2015 and the Bank will not entertain subsequent clarifications. Any decision of Bank in this regard shall be final, conclusive and binding on the bidders.

All communications regarding points requiring clarifications and doubts, if any shall be sought in advance through e-mail to be sent to <u>dcc@syndicatebank.co.in</u> with a copy marked to <u>d sivagnanam@syndicatebank.co.in</u> as per format given in **Annexure – A (5).**

Pre-bid queries shall be submitted so as to reach Bank on or before 11.11.2015 17:00 hours only.

Documentation:

The required information should be furnished along with the Offer/Bid by means of printed document/ information as per checklist provided.

Bank may not evaluate the Offer/Bid in case of non-adherence to the format or partial submission of qualification documents as per the format given in the RFP. Any decision of Bank in this regard shall be final, conclusive and binding on the bidders.

Format for Offer/ Bid:

The offer/ bid must be made in an organized and structured manner in the following form:

- a. Index
- b. Covering letter
- c. Tender Document Fees of ₹10,000/- (Rupees Ten thousand only) (Non-refundable)
- d. Demand Draft / Bank Guarantee towards Bid Security ₹1,25,000/- (Rupees One Lakh Twenty Five thousand only) favouring Syndicate Bank, payable at Bangalore.
- e. Documentary evidence towards proof of Eligibility Criteria
- f. Offer/bid with Requirement Specifications as per Annexure A
- g. General Details of the bidder
- h. Track record of supplying of PIN-Mailers to various Banks/ clients, along with details of work executed and bills (prices may be masked)
- i. Letter of Authorized representative.
- j. Letter for acceptance and compliance of all the Terms and Conditions of RFP.
- k. Bidder's Financial Details (Audited Balance Sheets etc.) and other supporting documents as mentioned in the RFP.
- Sample PIN Mailers proposed to be supplied numbering 500 /1000 for test printing /evaluation

All Claims made by the bidder will have to be backed by documentary evidence as above. The bidders who have qualified after preliminary scrutiny will be asked to participate in an On-line Reverse Auction process which will be tentatively held on 25.11.2015 or at a date / time which will be communicated later to the bidders who have qualified in the preliminary scrutiny.

The Offer / bid Document should not contain any price information. The Bidder should not submit the Price Bid, as Bank will be conducting On-line Sealed Bid from all the bidders who have qualified in the preliminary scrutiny. Bank will fix the Start Price based on the On-Line Sealed Bids, before conducting the Reverse Auction. Bidders are requested to go through 'Rules for Reverse Auction' as detailed in **Annexure - B.** Bidder should be agreeable to accept the offer at the price quoted in Reverse Auction, In case he is identified/ selected as L1 Bidder.

The bidder who submits the lowest quote will be considered as the L1 bidder. However, Bank reserves the right not to accept the lowest tender.

The short listed bidder(s) has to keep the finalized price valid for a period of 18 (Eighteen) months from date of acceptance of the first purchase order (effective date). There should not be any escalation due to fluctuation in foreign currency or change in duty structure or for any other reasons. However, impact of fall in prices, taxes, duties or any other external factors be passed on to the Bank suo moto.

Costs of preparation & submission of Offer / bid:

The bidder shall bear all costs for the preparation and submission of the Offer / Bid. Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

Confidentiality of the Offer / bid document:

The bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.

Right to Alter Quantities:

The Bank reserves the right to alter the quantities specified in the tender in the event of changes in plans of the Bank. Any decision of Bank in this regard shall be final, conclusive and binding on the bidder.

Ownership and Retention of Documents:

Bank shall own the documents, prepared by or for the vendor arising out of or in connection with the Contract. Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by Bank, the Vendor shall deliver to the Bank all documents provided by or originating from Bank at no additional cost.

Contract Performance Guarantee:

The selected bidder shall furnish unconditional and irrevocable Performance Guarantee for 8% of the contract value, in favour of Syndicate Bank, from a Scheduled Commercial Bank other than Syndicate Bank towards due performance of the contract in accordance with the specifications and conditions of the Offer / Bid document.

The bidder shall submit the above guarantee within 7 days from the date of acceptance of the purchase order after award of contract to the successful bidder.

The contract performance guarantee shall be kept valid till the validity of the contract. The guarantee should have additional claim period of three months after expiry of contract.

Payment Terms:

Payments shall be made by the Bank based on the accepted stocks on submission of invoice with CST, VAT, TIN numbers. All invoices which are in order as per the terms of the contract shall be paid within one month from the date of receipt of invoice or delivery of PIN Mailers whichever is later. No advance payment will be considered.

All the invoices drawn by selected vendor and payments made by the Bank shall be in Indian Rupees only (INR) and not in any other Currency.

The Bank shall have the right to deduct TDS and/ or any other Tax/Statutory dues at the rates prescribed by the government from time to time or penalty or amount due from the Vendor to the Bank, from all payments to be made to the vendor.

Defect liability period / Warranty period

The duration of the defect liability period/ warranty period is 6 (Six) months from the date of completion of the supplies. During this period the Vendor is responsible for making good any inherent or manufacturing defects in quality observed, though it might not be apparent or observed at the time of acceptance of stocks. In such an event, the Vendor will have to replace the stock in part or full/ or compensate for the loss or inconvenience that it might have already caused or might cause to the bank on account of such defects or deviation from the Bank's specifications. For the purpose of this clause the completion shall be date of last supply.

Notices:

Notice or other communications shall be in writing and shall be hand-delivered with acknowledgement thereof, or transmitted by pre-paid registered post or courier.

Any notice or other communications shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post/courier then on the expiration of seven days from the date of posting.

Integrity Pact:

Bidder will agree to enter into an agreement committing the persons of both the parties not to exercise any corrupt influence on any aspect of contract. Sample format attached as per Annexure B-3.

Variation in Procurement quantity

The quantities indicated in the tender are as per the present assessment of Bank's requirement and Bank shall have the option to purchase (+) or (-) 25% of the quantity specified in this Offer / Bid at the same price and on the same Offer / bid conditions.

Liquidated Damages (LD) for delay:

Except for standard force majeure conditions, in case of delay in supply of PIN-Mailers as per the Purchase Order, the Bank reserves the right to charge penalties at the rate of 1% of the current order per week, subject to a maximum of 5%. In case of any delay beyond 4 weeks from the date of PO for delivery instructions, the Bank reserves the right to cancel the order forthwith. In such an event, the selected bidder

shall be liable to compensate the Bank for any losses caused due to delay and cancellation of the order.

The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this contract.

Cancellation of the Contract & compensation:

Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by Bank under the following circumstances:-

- a. The selected bidder commits a breach of any of the terms and conditions of the Offer / Bid.
- b. The bidder goes into liquidation, voluntarily or otherwise.
- c. The progress regarding execution of the order accepted, made by the selected bidder is found to be unsatisfactory and LD clause is invoked as above.

Force Majeure:

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- a. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
- b. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- c. Terrorist attack, public unrest in work area etc.

Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The bidder or Bank shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 (thirty) days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination, notwithstanding this, provisions' relating to indemnity, confidentiality survives termination of the contract.

Resolution of Disputes:

The Bank and the selected bidder will make every effort to resolve all disputes amicably through direct talks and negotiations. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days notice in writing to the other party clearly setting out there in the specific disputes. In case sole Arbitrator not acceptable to both parties, each party will appoint one Arbitrator and the two Arbitrators will appoint a third Presiding Arbitrator. The Arbitration will be in accordance with the Arbitration and Reconciliation Act 1996.

Jurisdiction

The Purchase Contract shall be governed by the Laws and Regulations of India for the time being in force and will be subject to the exclusive jurisdiction of the Courts in Bangalore, India.

Address for Communication:

The offers/Bids enclosed in a sealed envelope should be superscribed as "Bid documents for supply of PIN-Mailers - RFP No. 1503/2915/CO:CC/SM/2015 dated 30.10.2015" and should be addressed and dispatched to/submitted at the address given below:

The Asst. General Manager Syndicate Bank Corporate Office: Card Centre No.69, 1st Floor, 9th Main Road, Jayanagar 3rd Block, BANGALORE – 560 011 KARNATAKA STATE.

Preliminary Scrutiny:

The Offer / bids will be opened in the presence of the bidder's representatives (maximum 2 for each bidder) on **21.11.2015** at **3.00 PM**.

Bank will scrutinize the offers/bids to determine whether they are complete, whether any errors have been made in the offer/bid, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.

Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer/bid. This shall be final, conclusive and binding on all bidders and Bank reserves the right for such waivers.

Other Conditions:

- 1. The vendor shall ensure the quality of the stationery supplied to the Bank. In case of rejections due to poor quality of the stationery delivered in a lot, vendor shall replace the rejected stationery at their expense.
- 2. It is the sole responsibility of the Bidder to obtain adequate insurance cover for the stationery in transit.
- 3. The Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from any actions of the employees or sub-contractors, agents of the Vendor.
- 4. The Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of all hardware and software used by them.
- 5. It will be the sole responsibility of the Vendor to fulfil all required import obligations, including, but not limited to, payment of any duties, penalties, fees or such other charges for any imports connected directly or indirectly of fulfilling the obligations under this order.
- 6. The Vendor shall not assign, in whole or in part, its obligations to perform under this Contract, to any third party, except with the Bank's prior written consent.
- 7. All indemnities shall survive notwithstanding expiry or termination of the contract and Vendor shall continue to be liable under the indemnities.

Disclaimer:

This RFP is not an offer by Syndicate Bank, but an invitation to receive response from vendors. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorised officers of Syndicate Bank with the vendor.

The Bank reserves the right to reject this invitation to offer in part or full, or cancel the entire process at any stage without assigning any reason.

The Bank reserves the right to add / delete / modify any of the clauses in this RFP during the bid process. Such addition / deletion / modification will be published only through Bank's website www.syndicatebank.in and no advertisement will be made through print media.

Last date and time for sending pre-bid queries : 11/11/2015 at 05.00 PM
Last date and time for Technical Bid submission : 21/11/2015 at 02.00 PM
Date of opening Technical Bids : 21/11/2015 at 03.00 PM

Tentative date of Reverse Auction : 25/11/2015

Yours faithfully,

(N Madhurbootheswaran) General Manager

ANNEXURE -1 Declaration format to be submitted by all Bidders

<u>Declaration format to be submitted by all bidders</u>
DECLARATION:
We hereby undertake to agree to abide by all the terms & conditions stipulated in the RFP document RFP No. 1503/2915/ CO:CC/SM/2015 dated 30.10.2015.
We certify that the bid offered by us conform to the Requirement Specifications stipulated in the RFP form as per Annexure - A for supply of PIN Mailers. We are proposing to provide type1 / type2 (<i>strike off whichever not applicable</i>) design PIN Mailers to Syndicate Bank.
The following documents/items are enclosed –
 Duly signed confirmation that the Technical Specifications, requirements and specifications as given in Annexure-A will be met / complied with. Bidder details as per Annexure – A (1) Authorisation letter format to submit the bid document per Annexure – A (2) Bid Security of ₹1,25,000/- (Rupees One Lakh Twenty Five thousand only) in the form of Demand Draft favouring Syndicate Bank payable at Bangalore or Bank Guarantee issued by any Scheduled Commercial Bank, having validity period for 180 days from the last date for submission of Technical Bid in the format given in Annexure –A(3) Certified copies of Certificate of Incorporation and Certificate of Commencement of Business (for Public Limited Companies) issued by the Registrar of Companies/ Registration Deed in case of Firm other than Company. Evidence for ST / VAT registration) Duly certified Audited Financial Statements (and Annual Reports, if applicable)
 8) Track record of past work orders executed as per Annexure - A(4) 9) Certificate/ Copy of PO from Banks to whom Pin Mailers have been supplied 10)Non-refundable Tender document fee of ₹10,000/- (Rupees Ten thousand Only) in the form of Demand Draft favouring Syndicate Bank and payable at Bangalore. 11)Sample PIN Mailers proposed to be supplied numbering 500 /1000 for test printing /evaluation.
Please mention any other annexure below.
13) 14) 15)
Signature of the Authorised Signatory with date & seal (Full name and Designation of Authorized Signatory)

Company Name and address

ANNEXURE - A Technical Specifications

SI.No.	Description	Specification				
1	SIZE	PIN MAILERS: 18.00 cms. x 8.00 cms. x 3 parts continuous stationery. 4 PIN-Mailers in a form PIN Mailers are to be numbered serially.				
2	PAPER Either Type1 or Type2 stationery can be supplied. However design remains the same.	Maplitho Paper Type 1 - Carbonless Paper: 1st Part (Carbon at back) 52 GSM 2nd Part (Carbon at front & back) 86 GSM 3rd Part - 86 GSM of size equivalent to the PIN Block to be pasted below the 2 nd Part through machine gumming (Patch Applicator) as per specimen available with Bank– (Carbon at front). Type 2 Leaf Front Printing Back Printing Paper Remarks				
		First Leaf Second Leaf Third Leaf	Single Colour 4 Colour Single Colour	Black Carbon Ink Black Carbon Ink Single Colour	70 GSM 70 GSM 70 GSM	Clipped with 2 nd & 3 rd Leaf Sealed & Glued from all side with 3 rd Leaf Sealed & Glued from all side with 2 nd Leaf
3	COLOUR & DESIGN	Paper Colour, Text and Design for the PIN Mailers shall be as approved by the Bank. The samples of the PIN Mailer are available with the Bank.				
4	SAMPLES	The vendor shall submit sample PIN Mailers within 7 days of issue of Purchase Order, for approval of the Bank.				
5	INSURANCE	The vendor should undertake, at their own cost, transit insurance for the goods supplied till the same are delivered to the Bank.				
6		The vendor should warrant against any manufacturing defects/shortcoming in the quality of paper, printing, carbon quality, gumming etc. and should replace such defective PIN Mailers immediately at no extra cost to the Bank.				

Note:

- 1.The L1 bidder may provide either type1 or type2 PIN Mailer as declared in Annexure-1. However the design /size of PIN Mailer shall be as mentioned in SI No.1 above
- 2. Specimen pictures available at the end of the document

Annexure – A (1)

Bidder Details

 Name and Addre Company 	ess of the Regd. Firm/			
2) Registered Addre	ess of the Regd. Firm/			
3) Year of Formation	n / Incorporation			
4) Local / Contact A	ddress			
5) Contact Person				
a) Name:				
b) Designation:				
c) Phone: d) F e) Cell No: f) E	·ax: -mail			
6) Sales Tax, Servic Number, Income Tax	e Tax Registration x PAN number if any.			
	es of Principal Company (in se the Vendor is acting as			
•	r is acting as an Agent, on letter received from			
9) Brief description of business line of the				
•	xperience of the Regd. upplying PIN-Mailers.			
11) Number of PIN-N	Mailers issued by the	Year		
vendor during the las	st 3 years	2012-2013		
		2013-2014		
		2014-2015		
12) Company's Financial indicators for the last 3 years	Particulars	2012- 2013	2013-2014	2014-2015
**	Total Sales/Turnover			
	Turnover from supply of PIN-Mailers			
	Profit & Loss			
	Profit after Tax			
	Capital & Reserves			

^{**} Xerox Copies of Audited Balance Sheet / P&L to be submitted

Annexure - A (2)

AUTHORISATION LETTER FORMAT TO SUBMIT THE BID DOCUMENT

To

The Asst. General Manager Syndicate Bank Corporate Office: Card Centre No.69, 1st Floor, 9th Main Road, Jayanagar 3rd Block, Bangalore – 560 011

Dear Sir,

SUB: Authorization Letter for submitting bid documents, participating in the On-line Sealed Bid / Reverse Auction.

REF: Your RFP No. 1503/2915/CO:CC/SM/2015 dated 30.10.2015

This has reference to your above RFP for supply of PIN-Mailers for debit cards, Mr/Mrs/Miss is hereby authorised to submit the Bid Documents, participating vide RFP No. 1503/2915/CO:CC/SM/2015 dated 30.10.2015, on ________ (date) on behalf of our Company. Xerox copy of Power of Attorney (P/A) of the person authorising such person is duly submitted. He/She is also authorised to participate in the process of submitting On-line Sealed Bids, participate in Reverse Auction process and to quote price for Bids and take decisions on behalf of the company till RFP process is completed. The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Signature of Attesting Authority

Name of Authorizing Authority

(Xerox copy of P/A of Authorised Signatory/ Authority is to be submitted)

Digital Signature No:

Digital Signature issued by: (R A Name) Digital Signature validity period:

Annexure - A (3)

FORMAT OF BANK GUARANTEE TOWARDS BID SECURITY (EMD)

Whereas(herein after called "the Bidder") has submitted its Bid vide RFP No. 1503/2915/CO:CC/SM/2015 dated 30.10.2015 for the supply of PIN mailers for Debit Cards (hereinafter called "the Bid") KNOW ALL PEOPLE by these presents that WEhaving our Registered Office at(hereinafter called "the Bank") are bound unto Syndicate Bank, Card Centre Bangalore (hereinafter called the "Syndicate Bank") in the sum offor which payment well and truly to be made to the said Syndicate Bank, the Bank binds itself, its successors and assignees by these presents.
Affixed with the Seal of the said Bank this day of2015. THE CONDITIONS of this obligation are:
 If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or If a Bidder fails to participate in On-line Sealed Bids/ Reverse Auction Process, or If the Bidder, having been notified of the acceptance of its Bid by the Bank during the period of Bid validity: a) Fails or refuses to execute the Contract Form as required; or b) Fails or refuses to furnish the Performance Security, in accordance with the terms of the Bid; or c) Fails to supply the Goods within the stipulated period or d) Fails to accept the Purchase Order.
We undertake to pay Syndicate Bank up to the above amount upon receipt of its first written demand, without the Syndicate Bank having to substantiate its demand, provided that in its demand the Syndicate Bank will note that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred condition or conditions. This Guarantee will remain in force up to and including, 2017, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature and Seal of Bank)

Annexure -A (4)

1. Track Record of Past Work Orders Executed for supply of PIN Mailers)

Name of the Vendor.....

SI.No.	Name of the Bank	Supply of PIN-Mailers		Contact person Name,Tel. No,- Fax No, Address
		Details	Quantity	
1				
2				
3				

ANNEXURE – A(5)

Clarifications required in respect of this RFP Terms and Conditions

(It is to be submitted in word document in the following format by email to dcc@syndicateBank.co.in with a copy to dsivagnanam@syndicatebank.co.in clearly mentioning the RFP reference no in the subject line) Pre-bid queries shall be submitted so as to reach Bank *on or before 11.11.2015, 17:00 hours*.

Clarifications will be published in Bank's website by 13.11.2015.

SI No	Clause No. / Page No	RFP Term	Bidders Request for following Clarifications and Amendments	Bank's Clarifications/ Amendment
1				
2				
3				

ANNEXURE - B RULES FOR REVERSE AUCTION

SI.	Particulars	Details
1.	BUYER NAME	Syndicate Bank Corporate Office: Card Centre No.69, 1 st Floor, 9 th Main Road, Jayanagar 3 rd Block, Bangalore – 560 011
2.	AUCTION TO BE CONDUCTED BY (SERVICE PROVIDER)	Name: M/s e Procurement Technologies Ltd. Address: No.10/2, Narendra Plaza, Universal Business Centre, Victoria Road, Bangalore – 560 047. Phone No: 080 – 4031176 Fax: 080 – 40316201 Email: robin@abcprocure.com
3.	WEBSITE ADDRESS FOR REVERSE AUCTION DATE OF AUCTION	http://syndicateBank.abcprocure.com Online Sealed Bid / Auction Date (tentative): 25.11.2015 Online Initial Sealed Bid Time for Start Price : Will be intimated Online Reverse Auction Time : Will be intimated No of auto extensions of 10 minutes : Will be intimated
4.	PROCEDURE TO QUOTE PRICE	Bidder shall quote unit price under online sealed Bid and online reverse auction. The decremental value for reverse auction will be advised later.
5.	DOCUMENTS ATTACHED	Rules and Terms & Conditions of Reverse Auction: Compliance Statement (Annexure - B-1) Price Bid Confirmation (Annexure - B-2)
6.	REQUIREMENT	The Vendor need to have a valid Class 2 or Class 3 company user Digital Certificate so as to participate in the Reverse Auction

Online Reverse Auction

Bank will make use of Online Reverse Auction for the procurement process to get the most competitive price from the participating technically qualified suppliers / Vendors. Reverse Auction event will be carried out among the Technically qualified Bidders, for providing opportunity to the Bidders to quote the price dynamically for the procurement for which RFP is floated.

PROCESS OF REVERSE AUCTION:

- a) Bank has engaged the services of M/s e Procurement Technologies Ltd., for conducting online sealed Bid submission and Online Reverse Auction on behalf of Bank.
- b) For the proposed Reverse Auction, the Technically qualified suppliers / Bidders having a valid Class 2 or Class 3 Company user digital certificate alone shall be eligible to participate.
- c) Rules like event date and time, start price, Bid decrement, extensions etc., will be communicated for compliance by the Bidder.
- d) For creating necessary obligations and rights, the M/s e-Procurement Technologies Ltd. will also enter into an agreement with each Bidder for this purpose, if required.
- e) The M/s e Procurement Technologies Ltd. will provide all necessary training and assistance before commencement of online Bidding on Internet. M/s e Procurement Technologies Ltd., auctioneer is responsible for conducting training to all technically qualified Bidders participating in the reverse auction and Bidding process. Bidder may contact the M/s e Procurement Technologies Ltd. in this regard.
- f) Wherever it is considered necessary and asked by the Bidders or as decided by the auctioneer or by Bank, a mock auction may also be conducted for the benefit of all concerned.
- g) Each Bidder shall participate in the training/ mock auction at his / their own cost.
- h) Bidder / Authorised representatives of the Bidders named in the authorization letter given by the Bidder shall be given with a unique user name, password by the auctioneer M/s e Procurement Technologies Ltd. Each Bidder / Authorised representatives shall change the password after receipt of initial password from M/s e Procurement Technologies Ltd.
- i) Reverse auction will be conducted on scheduled date & time and the same shall be communicated in advance.
- j) Bidders have to submit the compliance form in the prescribed format, if any, provided by M/s e Procurement Technologies Ltd. One day before start of Reverse Auction. Without this the Bidder will not be eligible to participate in the event and indicate whether they require any training. The e-auction Vendor will provide required training before commencement of the e-auction process, preferably one day prior to the e-auction date.
- k) Bidder is required to give online sealed Bid before conducting reverse auction. Timings of the online sealed Bid will be intimated by M/s e Procurement Technologies Ltd in advance to the responsive Bidders.
- I) Start price for the Reverse Auction will be notified by M/s e Procurement Technologies Ltd.
- m) All the Bids made from the Log-in ID given to Bidder will be deemed to have been made by the Bidder to whom Log-in ID and password were assigned by the auctioneer M/s e Procurement Technologies Ltd.

- n) Any Bid once made through registered Log-in ID / password by the Bidder cannot be cancelled. The Bidder, in other words, is bound to supply the items as per the RFP at the Bid price offered during the Reverse Auction.
- Every successive Bid by the Bidder being decremental Bidding shall replace the earlier Bid automatically and the final Bid as per the time and Log-in ID shall prevail over the earlier Bids.
- p) M/s e Procurement Technologies Ltd shall conduct the reverse auction as per the Standard English reverse auction, that is, no two Bids can have identical price from two different Bidders. In other words, there shall never be a "Tie" in Bids.
- q) The minimum time limit for Online Reverse Auction is 30 minutes only.
- r) At the end of reverse auction event, the lowest Bidder's value will be known on the network.
- s) The lowest Bidder (L1) has to fax the duly signed filled-in prescribed format along with break-up as provided on case-to-case basis to M/s ABC Procure within 24 hours of auction without fail.
- t) Any variation between the Online Bid value and the signed document will be liable for rejection of the Bid, forfeiture of the Bid Security etc., and the Bidder may be disqualified to conduct business with Bank in future.
- u) The reverse auction will be treated as closed only when the Bidding process gets closed in all respects for the item listed in the tender.
- v) M/s e Procurement Technologies Ltd. at the end of each Reverse Auction shall provide the Bank with all details of the Bids and reports of Reverse Auction.
- w) Bank's decision on award of Contract shall be final and binding on all the Bidders.

Rules and Terms & Conditions of Reverse Auction

Online Reverse Auctions are carried out under the framework of a set of rules. Following are the 'Rules and Terms & Conditions' of Online Reverse Auction:

1. Definitions:

"Bank" means Syndicate Bank

"Service Provider" means the third party agency / company who have been selected by the Bank for conducting Reverse Auction.

"Bidder" means the party or his authorised representative who has participated in the RFP / Tender Process, Technically qualified, having valid Digital Certificate, and willing to comply with all the instructions and terms & conditions of RFP.

"L1" means the Bidder who has quoted lowest price in the Reverse Auction process.

"L2" means the Bidder who has quoted second lowest price in the Reverse Auction process.

2. Eligibility of Bidders to participate in Reverse Auction:

- 2.1. Bidders who are qualified in terms of the relative Terms & Conditions of the RFP and accept the Rules and Terms & conditions of Reversion Auction and submit the undertaking as per the prescribed format in Annexure B-1 can only participate in Reverse Auction related to the procurement for which RFP is floated.
- 2.2. Bidders not submitting the above undertaking or submitting the same with deviations / amendments thereto will be disqualified from further evaluation / participation in the process of relevant procurement.
- 2.3. Bidders should ensure that they have valid Class 2 or class 3 company user digital certificate well in advance to participate in the Reverse Auction. Bank and / or Service Provider will not be responsible in case Bidder could not participate in Reverse Auction due to non-availability of valid digital certificate.
- 2.4. Bidders participating in Reverse Auction shall submit the following duly signed by the Competent Authority who signs the Offer documents in response to the RFP floated by Bank.
 - 2.4.1. Undertaking letter for acceptance of Rules for Online Reverse Auction and Letter of Authority authorizing the name/s of official/s to take part in Reverse Auction as per the format Annexure B -1 (Compliance Statement)
 - 2.4.2. Agreement between Service Provider and Bidder. This format will be given by the service provider, if required by them, prior to announcement of Reverse Auction.

3. Training:

- 3.1. The Service Provider shall impart training on the Reverse Auction to representatives of all eligible Bidders for participation in Reverse Auction.
- 3.2. All rules & procedure related to Reverse Auction will be explained during the training.
- 3.3. The Bank / Service Provider may also conduct a "Mock Reverse Auction" to familiarise the Vendor/s with Reverse Auction process.
- 3.4. Date, Time, Venue etc. of training will be advised at appropriate time.
- 3.5. Eligible Bidder / his authorized nominee has to attend the training as per the schedule and at the specified venue at his / Bidder's own cost.
- 3.6. No request from the Bidders for change in training schedule and/ or venue will be entertained.
- 3.7. However, Bank reserves the right to postpone / change / cancel the training schedule for whatsoever reasons without assigning any reasons thereof, even after its communication to eligible Bidders.
- 3.8. Any Bidder not participating in the training process will do so at his own risk and it shall not be open for him to make any complaint / grievance later.

4. Reverse Auction Schedule:

- 4.1. The date & time of commencement of Reverse Auction and its duration of time shall be communicated to the selected Bidders prior to the Reverse Auction date.
- 4.2. Bank reserves the right to postpone / change / cancel the Reverse Auction event even after its communication to Bidders without assigning any reasons thereof.
- 4.3. Reverse Auction will normally be for a period of 30 minutes. If a Bidder places a Bid price in last 10 minutes of closing of the Reverse auction, the auction period shall get extended automatically for another 10 minutes. In case there is no Bid price in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension.
- 4.4. The time period of Reverse Auction & Maximum number of its extensions & time are subject to change and will be advised to eligible Bidders before the start of the Reverse Auction event.
- 4.5. During English Reverse (no ties) Auction, if no Bid is received within the specified time, the Bank, at its discretion, may decide to revise Start price / scrap the reverse auction process / proceed with conventional mode of tendering.

5. Bidding Currency:

Bidding will be conducted in Indian Rupees (INR) only.

6. Price Schedule:

The Bidder, during the Reverse-auction, shall quote the Prices (inclusive of all taxes, freight) as per the following format:

(Amount in Rupees)

SI	Item Description	Qty (Nos)	Unit Price	Total Price
No	(a)	(b)	(c)	(d) = (b) * (c)
1	PIN Mailers for Syndicate Bank Debit Cards	30 lakhs	xxx	xxx

Notes:

- a. The Vendor has to quote the above prices including all charges, freight, octroi and all applicable taxes etc., with delivery at Bank's Card Centre in Bangalore
- b. L1 status is determined based on 'Total Price'.
- c. No Sales Tax/ Service Tax / VAT are payable extra.
- d. Irrespective of the Bidder's Service Level Agreement with Original manufacturer, at cost or otherwise etc., the Bidder has to strictly adhere to the terms & conditions of RFP.

7. Start Price:

- 7.1 Bidder needs to give their indicative price to the Bank during the **ON-LINE SEALED BID**. Timings of the On-line sealed Bid will be intimated by M/s e-Procurement Technologies Ltd in advance.
- 7.2 Bank shall determine the Start Price for Reverse Auction

- a. On its own and / or
- b. Based on the indicative price band information on Grand Total as per price schedule received during the ON-LINE SEALED BID, or
- c. Bank may determine the start price on the basis of the lowest quote of indicative commercial Bids received during ON-LINE SEALED BID.
- 7.3 The start price of an item in Online reverse auction is open to all the participating Bidders. Bidders are required to start Bidding after announcement of Start Price and decrement amount. Any Bidder can start Bidding, in the Online reverse auction, from the start price itself. Please note that the first Online Bid that comes in the system during the Online reverse auction can be equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The subsequent Bid that comes in to outbid the L1 rate will have to be lesser than the L1 rate by one decrement value or more or in multiples of the decrement value.

8. Decremental Bid Value:

- 8.1. The Bid decrement value will be specified by Bank before the start of Reverse Auction event. It can be a fixed amount or percentage of Start Price or both whichever is higher.
- 8.2. Bidder is required to quote his Bid price only at a specified decremented value, which may be informed, to the approved Bidders during reverse auction.
- 8.3. Bidder need not quote Bid price at immediate next available lower level, but it can be even at 2 / 3 / 4. ...level of next available lower level.

9. Web Portals and Access:

- 9.1. Reverse Auction will be conducted on a specific web portal meant for this purpose with the help of the Service Provider identified by the Bank.
- 9.2. Service Provider will make all necessary arrangement for fair and transparent conduct of Reverse Auction like hosting the web portal, imparting training to eligible Bidders etc., and finally conduct of Reverse Auction.
- 9.3. Bidders will be participating in Reverse Auction event from their own office / place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by Bidder themselves.
- 9.4. In the event of failure of their Internet connectivity (due to any reason whatsoever it may be)
 - 9.4.1. It is the Bidders responsibility/ decision to send fax communication immediately to Service Provider furnishing the Bid price, they want to Bid Online, with a request to upload the faxed Bid price online so that the service provider will upload that price Online on behalf of the Bidder.
 - 9.4.2. It shall be noted clearly that the concerned Bidder communicating this price to Service Provider has to solely ensure that the fax message is received by Service Provider in a readable / legible form and also the Bidder should simultaneously check up with Service Provider over phone about the clear receipt of the Bid price faxed and the service provider has entered the same in the system.

- 9.4.3. It shall also be clearly understood that the Bidder shall be at liberty to send such fax communications of prices to be uploaded by Service Provider only before the closure of Reverse Auction time and under no circumstances it shall be allowed beyond the closure of Reverse Auction event time.
- 9.4.4. Such Bidders have to ensure that the Service Provider is given reasonable time by the Bidders, to upload such faxed Bid prices online and if such required time is not available at the disposal of Service Provider at the time of receipt of the fax message from the Bidders, Service Provider will not be uploading the Bid prices. It is to be noted that neither the Bank nor the Service Provider will be responsible for these unforeseen circumstances.
- 9.5. In order to ward-off such contingent situation:
 - 9.5.1. Bidders are advised to make all the necessary arrangements / alternatives such as back—up power supply, whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully.
 - 9.5.2. Bidders are requested not to wait till the last moment to quote their Bids to avoid any such complex situations.
 - 9.5.3 Failure of power at the premises of Bidders during the Reverse auction cannot be the cause for not participating in the reverse auction.
 - 9.5.4. On account of this the time for the auction cannot be extended and Bank is not responsible for such eventualities.
 - 9.5.5. Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of Reverse Auction irrespective of the cause.
- 9.6. For making the process of Reverse Auction and its result legally binding on the participating Bidders, Service Provider will enter into an agreement with each Bidder, if required, before the start of Reverse Auction event.
- 9.7. Neither Bank nor service provider / auctioneer can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc. (Bank shall, however, entertain any such issues of interruptions, problems with open mind and fair degree of transparency in the process before deciding to stop or extend the auction.)

10. TRANSPARENCY IN BIDS:

All Bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest Bid but also the last Bid made by him at any point of time during the auction time.

11. MASKING OF NAMES:

11.1. Bidder will be able to view the following on their screen along with the necessary fields in Reverse Auction:

- i. Opening / Start Price
- ii. Leading / Lowest Bid Price in Auction
- iii. Last Bid Price placed by the respective Bidder.
- iv. Own Rank.
- 11.2. Names of Bidders/ Vendors shall be anonymously masked in the Reverse Auction process and Vendors will be given suitable dummy names.
- 11.3. After completion of Reverse Auction, the Service Provider / auctioneer shall submit a report to the Bank with all details of Bid and the original names of the Bidders as also the L1 Bidder with his / their original names.

12. Finalisation of the Successful Bidder:

- 12.1.At the end of Reverse Auction event Service Provider will provide the Bank all necessary details of the Bid prices and reports of Reverse Auction.
- 12.2.Upon receipt of above information from Service Provider, Bank will evaluate the same and will decide upon the winner i.e. Successful Bidder. Bank's decision on award of Contract shall be final and binding on all the Bidders.
- 12.3.Successful Bidder has to fax the duly signed filled-in prescribed format (Annexure B-2) as provided on case-to-case basis to Bank within 24 hours of Reverse Auction without fail. The Original signed Annexure B-2 should reach the Bank within 48 hours of Reverse Auction without fail.
- 12.4. Any variation between the On-line Reverse Auction Bid price and signed document will be considered as sabotaging the tender process and will invite disqualification of Bidder/ vender to conduct business with Bank as per prevailing procedure.
- 12.5. Successful Bidder has to give break-up of his last/ lowest Bid price as per Bill of Material at the end of Reverse Auction event within 24 working hours without fail.
- 12.6. Successful Bidder is bound to supply at their final Bid price of Reverse Auction. In case of back out or fail to supply as per the rates quoted, Bank will take appropriate action against such Bidder and / or forfeit the Bid Security amount, debar him from participating in future.
- 12.7.In case Bank decides not to go for Reverse Auction related to the procurement for which RFP is floated, price Bids if any already submitted and available with Bank shall be opened as per Bank's standard practice.

13. Bidder's Obligation:

- 13.1. Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly with other suppliers / Bidders at any point of time. If any such practice comes to the notice, Bank shall disqualify the Vendor / Bidders concerned from the reverse auction process.
- 13.2. Bidder shall not divulge either his Bid details or any other details of Bank to any other party without written permission from the Bank.

14. Changes in Rules and Terms & Conditions of Reverse Auction:

14.1. Any change in the Rules as may become emergent and based on the

experience gained shall be made only by a Committee consisting of Senior Executives of Bank.

- 14.2. Bank reserves the right to modify / withdraw any of the Rules and Terms & Conditions of Reverse Auction at any point of time.
- 14.3. Modifications of Rules and Terms & Conditions of Reverse Auction will be made available on website immediately.
- 14.4. Modifications made during the running of Reverse Auction event will be informed to participating Bidders immediately.

15. Errors and Omissions

15.1. On any issue or area of material concern respecting Reverse Auction not specifically dealt with in these Rules, the decision of the Bank shall be final and binding on all concerned.

ANNEXURE - B – 1

Compliance Statement

(To be submitted in Company's letter head by all the Bidders participating in Reverse Auction)

Date: / /2015

To
The Asst General Manager
Syndicate Bank
Corporate Office: Card Centre
No.69, 1st Floor, 9th Main Road,
Jayanagar 3rd Block,
Bangalore – 560 011

DECLARATION

- 1. We ______(name of the company) hereby confirm having submitted our Bid for participating in Bank's RFP No.1503/2915/CO:CC/SM/2015 dated 30.10.2015 for Supply of 30 Lakh PIN Mailers.
- 2. We also confirm having read and understood the terms of RFP as well as the Rules relating to the Reverse Auction for this RFP process.
- 3. We hereby undertake and agree to abide by all the terms and conditions stipulated by Syndicate Bank in the RFP document including the Rules for Reverse Auction, all annexure, addendum, and corrigendum.
- 4. We shall participate in the On-line auction conducted by M/s e Procurement Technologies Ltd. (Service Provider) and submit our Commercial Bid. We shall agree to enter into an agreement with the Service Provider for making the process of Reverse Auction and its results legally binding on us.
- 5. Bank and Service Provider shall not be liable & responsible in any manner whatsoever for our failure to access & Bid in Reverse Auction due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 6. We understand that in the event we are not able to access the auction site, we may authorize Service Provider to Bid on our behalf by sending a fax containing our Offer price before the auction close time and no claim can be made by us on either Bank or Service Provider regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
- 7. We do understand that Service Provider may Bid on behalf of other Bidders as well in case of above-mentioned exigencies.
- 8. We also confirm that we have a valid Class 2 or Class 3 company user Digital Certificate issued by a valid Certifying Authority.
- 9. We shall fax the duly filled in signed Price Bid format as provided in the RFP to the Bank and to the Service provider within 24 hours of end of Online Reverse Auction without fail.
- 10. We undertake to submit the Original confirmation of last Bid price by us to the

Bank as well as to the Service provider within 48 hours of the completion of event. We also undertake to submit the Bill of Materials as per the Price Schedule of this RFP.

- 11. We, hereby confirm that we will honour the Bids placed by us during the reverse auction process, failing which we shall forfeit the Bid Security. We also understand that the Bank may debar us from participating in future tenders.
- 12. We undertake to provide services at our final lowest Bid price of Reverse Auction. In case of back out or not providing services as per the rates quoted by us, Bank is free to take appropriate action against us and / or forfeit the Bid Security amount, debar us from participating in future tenders.
- 13. We confirm having nominated Mr./Ms._______, designated as ______ of our company to participate in the Reverse Auction on behalf of the Regd. Firm / Company.
- 14. We accordingly authorize Bank and / or the Service Provider to issue user ID and password to the above named official of our Regd. Firm /Company.
- 15. Both Bank and the Service Provider shall contact the above named official for any and all matters relating to the Reverse Auction.
- 16. We undertake that the Regd. Firm /Company shall be bound by the Bids made by the above named official of our Regd. Firm /Company in the Reverse Auction, failing which the Bank shall forfeit the Bid Security. We agree and understand that the Bank may debar us from participating in future tenders for any such failure on our part.

Signature of the Authorised Signatory with company seal

orginataro or the realistics of the company coal
Name:
Regd. Firm/ Company / Organization -
Designation within Regd. Firm /Company / Organization –
Address of Regd. Firm/ Company / Organization –
Name of Authorised Representative: Mr. /Ms
Designation of the Authorised Representative:
Signature of Authorised Representative:
Verified above signature
Signature of the Authorised Signatory with Name and Company seal
Date:

Annexure - B - 2

Price Bid Confirmation

(To be submitted in Company's letterhead by the Bidder Participated in Reverse Auction along with detailed price schedule)

Date: / /2015

The Asst General Manager	Date. / /2015
Syndicate Bank Corporate Office: Card Centre No.69, 1 st Floor, 9 th Main Road, Jaya Bangalore – 560 011	anagar 3 rd Block,
	d in Reverse Auction held on
We confirm that the final total Bid Auction event for captioned tender is Rs. (in figure):	
We confirm that:	
We enclose herewith the item-wise Auction event.	price within 48 hours from the end-of Reverse
document will be considered as a disqualification of Bidder/vender to	everse Auction Bid price quoted by us and this abotaging the tender process and will invite conduct business with Bank as per prevailing to take appropriate action and/or forfeit the Bid articipating in future.
We note that in case of back out or	he above final Bid price of Reverse Auction. not supplying as per the above rates quoted by a gainst us and / or forfeit our Bid Security pating in future.
Signature of the Authorised Signatory Company / Organization — Designation within Company / Organi Address of Company / Organization — Email:	zation –
Mobile: Fax No:	Tel. No:
CC: Service Provider: M/s e Procurement Technologies Ltd.	

No.10/2, Narendra Plaza, Universal Business Centre,

Victoria Road, Bangalore - 560 047

ANNEXURE - B - 3 SAMPLE INTEGRITY PACT

Syndicate Bank hereinafter referred to as "The Principal" and hereinafter referred to as "The Bidder/Vendor"

Preamble

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principle mentioned above.

Section-I- 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, seek 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 Bidders (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 and in addition can initiate disciplinary actions.

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

- The Bidder(s)/Vendor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder(s)/Vendor(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 kind whatsoever during the tender process or during the execution of the contract.

- b) The Bidder(s)/ Vendor (s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder(s)/ Vendor (s) will not commit any offence under the relevant Anti-Corruption Law of India; further the Bidder(s)/ Vendor(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.

The Bidder(s)/ Vendor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly the Bidder(s)/ Vendor(s) of the Indian Nationality shall furnish the name and address of the foreign principals or associates if any. All the payments made to the Indian agent/representative have to be in Indian Rupees only.

- d) The Bidder(s)/ Vendor (s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2. The Bidder(s)/ Vendor (s) will not instigate third persons to commit offence outlined above or be an accessory to such offences.
- 3. The word "he/his" would include an individual or a partnership or a consortium, which is a party to this agreement.

<u>Section 3-</u> <u>Disqualification from tender process and exclusion from future contracts.</u>

If the Bidder(s)/ Vendor (s), before award or during execution has committed a transgression through a violation of Section-2 above or in any other form such as to put his reliability or creditability in question, the Principal is entitled to disqualify the Bidder(s)/Vendor(s) from the tender process and take appropriate action.

Section 4-Compensation for Damages

- If the Principal has disqualified the Bidder(s)/Vendor (s) from the tender process prior to the award according to section 3, the principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- 2. If the Principal has terminated the contract according to section 3, or if the Principal is entitled to terminate the contract according to section-3, the Principal shall be entitled to demand and recover from the Bidder/Vendor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5-Previous transgression

1) The Bidder/Vendor declares that no previous transgression occurred in the

last 3 years with any other Company In India and outside conforming to the TII's anti-corruption approach including Public Sector Enterprise in India that could justify his exclusion from the tender process.

2) If the Bidder/ Vendor makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken.

Section 6- Equal treatment of all Bidders/Vendors

- 1. The Principal will enter into agreements with identical conditions as this one with all Bidders and Vendors.
- 2. The Principal will disqualify from the tender process all bidders/Vendors who do not sign this Pact or violate its provisions.

<u>Section-7-</u> Criminal charges against violating Bidder(s) Vendor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Vendor, and Subcontractor or of an employee or a representative or an associate of a Bidder, Vendor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer of Syndicate Bank.

Section 8- Independent external monitor/ monitors.

- 1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Vendors as confidential. He reports to the General Manager, Syndicate Bank, Marketing Dept & Card Centre.
- 3. The Bidder(s)/Vendor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Vendor. The Vendor 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 also. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Vendor(s)/Subcontractor(s) as confidential.
- 4. The Principal 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 Principal and the Bidder/vendor. The parties offer to the Monitor the option to participate in such meetings.
- 5. As soon as the Monitor notices, or believes to notice a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate

action.

- 6. The Monitor will submit a written report to the GM, Syndicate Bank, Marketing Dept. & Card Centre within 8 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 7. If the Monitor has reported to the GM, Syndicate Bank, Marketing Dept. & Card Centre, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD/CEO, Syndicate Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8. The word "Monitor" would include both singular and plural.

Section 9- Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Vendor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by GM, Syndicate Bank, Marketing Dept. & Card Centre.

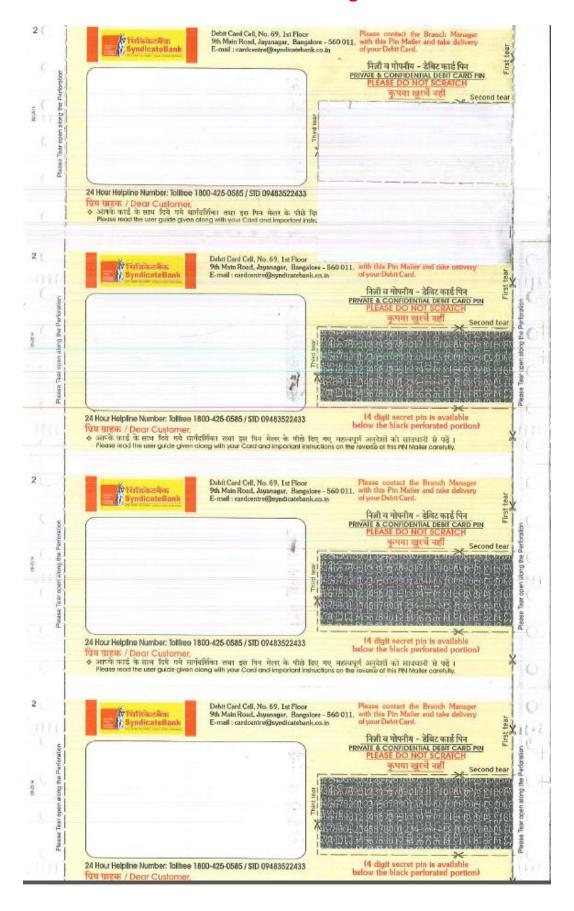
Section 10- Other provisions

(Name & Address)

- 1) The agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the principal, i.e., Bengaluru.
- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3) If the Bidder/vendor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 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) In the event of any contradiction between the Integrity Pact and its Annexures, the Clause in the Integrity Pact will prevail.

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

PIN-Mailer design



PIN Mailer Images - Front Page - 4 Parts per Page with Serial Nos & Back side.

