



ગુજરાત ગ્રામીણ બેંક
GUJARAT GRAMIN BANK

Scheduled Bank Owned by Government

**REQUEST FOR PROPOSAL FOR EMPANELMENT OF PRINTERS FOR
PRINTING AND SUPPLY OF STATIONERY FOR BRANCHES/OFFICES OF
THE BANK AS PER REQUIREMENT FOR A PERIOD OF 3 YEARS**

**Gujarat Gramin Bank,
Premises & Equipment Department
Head Office,
3rd & 4th Floor, Suraj Plaza-1
Sayajigunj, Vadodara –
390020 (Gujarat)**



Head office
3rd & 4th Floor, Suraj Plaza-1, Sayajigunj, Vadodara – 390 020, Gujarat, India
Tel. No. 0265 – 2361210 & 2361260



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[A] Important Dates:

S.N.	Particulars	Timeline
1	Nature of the Work	Empanelment of printers for printing and supply of stationery for branches/offices of the bank as per requirement for a period of 3 years
2	RFP No. & Date	As per GeM Portal
3	RFP Coordinator Name, Contact details (Bank)	Mr. Ketan Shah, Manager(P&E Dept.) Mo: 99099 99718 Mr. Jimit Patel, Assistant Manager(P&E Dept.) Mo: 95109 20854
4	Pre-bid Meeting details	- Last date & time to submit pre bid queries is <u>22.07.2026</u> by 4.00 P.M. - Pre bid meeting will be held Offline on <u>23.07.2026</u> at 3.00 P.M. at our office(Address: 4th Floor, Suraj Plaza-1 Sayajigunj, Vadodara – 390020) - Pre bid queries should be submitted as per Annexure 6 - Prebid queries should be sent to email pe.ho@ggb.bank.in Subject of E-mail should be given as "Prebid Queries for Empanelment of printers for printing and supply of stationery for branches/offices of the bank as per requirement for a period of 3 years". - Queries reaching after cutoff date and time will not be entertained.
5	Last Date of Submission of RFP Response (Closing Date)	<u>04.08.2026 at 3.00 PM</u> at GeM Portal Required hard copies should be submitted at below mentioned address before bid end date and time: Gujarat Gramin Bank Head Office 3rd & 4th Floor, Suraj Plaza-1 Sayajigunj, Vadodara – 390020
6	Tender Evaluation process	It is a two stage process Stage 1 :-Technical evaluation(based on the documents submitted) Stage 2 : Commercial Bid Evaluation
7	Technical Bid Opening Date	Bid opening date will be as per GeM Bid document. Venue: Gujarat Gramin Bank Head Office 3rd & 4th Floor, Suraj Plaza-1 Sayajigunj, Vadodara – 390020
8	Commercial Bid	The commercial bids of only those Bidders who qualify in Technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders.



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9	Tender Fee	NIL
10	Total Estimated Cost of the Project (for 3 years)	Rs.3,00,00,000/- (Rupees Three crores only) for 3 years.
11	Bid Security (Earnest Money Deposit)	Rs.6,00,000/- in the form of Demand Draft/Banker' Cheque Drawn in Favour of "Gujarat Gramin Bank" payable at Vadodara.
12	Security Deposit	Successful tenderer/s will have to give Security Deposit (@ 5% of the total project cost for 3 years which will be arrived on the basis of actual rate quoted by the bidders) in the form of Performance Bank Guarantee issued by scheduled commercial bank other than Gujarat Gramin Bank as per Annexure 11" for a period of 42 months from the date of issuance OR in the form of Fixed Deposit drawn in favor of "Gujarat Gramin Bank, A/c (Service provider name)" and lien noting in favor of Gujarat Gramin Bank, Head Office, Vadodara should be endorsed on the Fixed Deposit. Security deposit will be proportionate to the allocated order value of each vendor which will be arrived based on the actual rates.
13	Important Instructions	The bid documents and commercial bid shall be submitted online on GeM portal as per this RFP document and as per the provisions and terms & conditions of GeM portal. Please make sure that all the documents are properly scanned and are legible to read. Non legible document may lead to rejection of the bid. Demand Draft/Banker' Cheque towards Earnest Money Deposit, integrity pact and all such Declarations/ Forms/ Formats/ Documents etc. asked in the RFP, which need to be submitted on Stamp Paper shall be submitted both Online (Scanned Copy) on GeM portal and Offline (Physical Copy) by the bidder before ending bid submission timeline. Address for Physical Copy submission: The General Manager Gujarat Gramin Bank Head Office 3rd & 4th Floor, Suraj Plaza-1 Sayajigunj, Vadodara – 390020 Physical documents should reach us within the stipulated timeline (As given above). The sealed Envelope containing Physical documents as mentioned above shall contain the name & address of the bidder and name of the RFP. Please note documents uploaded on GeM portal will be final documents to be considered for technical evaluation. Bidder should ensure that all the necessary documents are uploaded on GeM portal.





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14	Award of contract	Bank reserves its right not to split the contract and award 100% work to L1 bidder. Further, Bank at its sole discretion may split contract between L1 & L2 bidder in the ratio 60:40 if L2 bidder matches rates of L1 bidder. If L2 bidder refuses to match L1 rates then option will be given to L3 bidder to match L1 rates. If no bidder matches the L1 rates then 100 % work order will be awarded to L1 bidder.
15	This document can be downloaded from bank's website https://www.ggb.bank.in/tenders.php Any amendments, Modifications, Prebid queries replies, Clarifications & any communication etc. will be uploaded on the bank's website/GeM portal. No individual communications will be sent to individual bidders.	

[B] Important Clarifications:

- Please note that all the information required needs to be provided. Incomplete information may lead to non-consideration of the proposal.
- All Bids must be accompanied by Earnest Money Deposit as specified in this document.
- The information provided by the bidders in response to this RFP document will become the property of GGB and will not be returned. GGB reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them.
- The above dates are tentative and subject to change without any prior notice or intimation. Bidders should check GeM portal and Bank's website <https://www.ggb.bank.in/tenders.php> for any changes / addendums to the above schedule and/or any other changes to this RFP. Bank would not be responsible for any delayed/lack of update directly to the bidder. Bidders to confirm with Bank the time and venue, -1- day prior to any of the above event.

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

Following terms are used in the document interchangeably to mean:

Sr. No.	Term	Meaning
1.	The Bank/GGB	Gujarat Gramin Bank
2.	RFP	Request for Proposal
3.	Recipient/Respondent/Bidder/Tenderer	Printer submitting application in response to this RFP
4.	Bid	RFP response documents prepared by the Bidder and submitted to the Bank
5.	EMD	Earnest Money Deposit
6.	BCP	Business Continuity Plan



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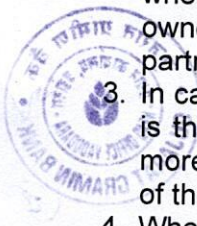
7.	Contract	The agreement entered into between the Bank and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
8.	Vendor/Service Provider	The Bidder who participates in the RFP for empanelment of printers for printing and supply of stationery for branches/offices of the bank as per requirement for a period of 3 years.
9.	Services	All services, scope of work and deliverables to be provided by Bidder as described in the RFP and include provision of assistance, support, and other obligations of the Vendor covered under this RFP.
10.	SLA	Service Level Agreement
11.	TCO	Total cost of ownership

Please note:

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country;
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation—
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company.
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial

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owner is the relevant natural person who holds the position of senior managing official.

5. In case of a trust the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Confidentiality:

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





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1. Introduction

- 1.1. Gujarat Gramin Bank is a Regional Rural Bank in Gujarat State with a branch network of 745 branches in Gujarat.
- 1.2. Gujarat Gramin Bank, (hereinafter referred to as GGB/the Bank) a Body corporate constituted under the RRB Act, 1976, having its Head Office at 3rd & 4th Floor, Suraj Plaza-I, Sayajigunj, Vadodara-390 020, Gujarat, hereinafter referred to as the 'Bank' which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this RFP document, hereinafter called RFP, to eligible Bidders, hereafter called as 'Bidders', to participate in the competitive bidding for:

"Empanelment of printers for printing and supply of stationery for branches/offices of the bank as per requirement for a period of 3 years".

2. Project overview and scope of work

- 2.1 This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Gujarat Gramin Bank ("the Bank") to select a Bidder for "Empanelment of printers for printing and supply of stationery for branches/offices of the bank as per requirement for a period of 3 years".
- 2.2 The objective of this Request For Proposal is to select the vendors who are eligible, interested and capable of end to end stationery management for supplying of stationery items as mentioned in Annexure '16'.
- 2.3 The detailed scope of work is mentioned in the Annexure 10. However, Bank reserve the right to modify/ change the scope of work at any phase of this contract.
- 2.4 Geographical coverage & delivery:
The selected vendor will be responsible for printing and supply of stationery for branches/offices of the bank as per requirement for a period of 3 years at delivery locations in Gujarat state and within specified TAT (as per Annexure -14) as per the requests received from the Bank.

3. Contract Period

The contract will be valid for a period of 3 years from the date of execution of SLA. However, the Bank also reserves the right to extend the period of contract with the successful bidders for a period not exceeding one year on or before the expiry of validity period as above or may discontinue the contract if work is not as per the prescribed specification and within the time period set by the Bank.

The successful bidder shall be required to execute necessary agreement and document along with submitting security deposit within a period of 10 days from the date of issuance of letter of intent or purchase order of proposal by the Bank & if the said agreement is not completed within the aforementioned period, EMD shall be forfeited.



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4. Pre-Qualification Criterion for Submission of Bid

BIDDER MUST SUBMIT AND COMPLY WITH ALL THE ELIGIBILITY CRITERIA (AS MENTIONED BELOW). NON-COMPLIANCE OF ANY OF THE FOLLOWING CRITERIA WILL RESULT IN THE REJECTION OF THE BID AND CORRESPONDING PRICE BID SUBMITTED BY THE BIDDER SHALL NOT BE OPENED.

S.N.	Eligibility Criteria	Documents to be submitted in support of Eligibility Criteria	Whether Complied (Yes/No)
1	The Bidder should be a Corporation Organization/PSU/PSE/Private/Public Limited Indian Company/Partnership/ LLP/ Proprietorship firms under Indian Laws. The Bidder shall submit the certificate of Incorporation along with the Technical Bid in respect of this requirement.	Copy of the Partnership deed/ Proprietorship/ Udyam registration for/Bye Laws (MOA+AOA)/ Certificate of incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office.	
2	The Bidder should have achieved the following during each of the last three financial years i.e. FY 2023-24, 2024-25 & 2025-26: a. Domestic annual financial turnover of Rs. 1.10 crores from Indian operations. (For MSE and Startups Domestic annual financial turnover applicable will be Rs. 1.00 crores from Indian operations). a. Bidder should have positive net worth as on 31-03-2026.	Copy of the Audited Balance Sheet or Turnover certificate duly signed by CA with UDIN number for FY 2023-24, 2024-25 & 2025-26. If audited balance sheet is not available for 2025-26, CA certified provisional balance sheet/Turnover to be submitted.	
3	Experience in the line of business with banks/NBFC/PSU/Post Office: Minimum last 3 years. (For MSE & Startups experience in the line of business with Banks/NBFC/PSU/Post Office : Minimum last 2 years.)	Bidder to submit proof for the same	
4	The bidder should have experience of having supplied standardized stationery to minimum of -2- big organizations of repute in Banks/NBFC/PSU/Post Office.	Client's certificates/letter of empanelment should be submitted.	
5	The applicant/business establishment should be more than five years' old.	Bidder to submit proof for the same	





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6	Bidder should have all the necessary approvals/statutory clearances in place to undertake the activities	Photocopies of valid registrations and licenses should be furnished with the Technical Bid. (Self Attested)	
7	The Bidder should not have been blacklisted/ barred / disallowed to continue work or organization has engaged other vendor after placing work order for the reasons attributable to bidder by any Govt. department/ PSU/ PSE/ Banks in India in last 3 years at time of submitting bid and Bidder should not be in caution list of IBA/RBI.	Stamped undertaking from bidder shall be submitted.	
8	The applicant should have proper system for ordering, indenting, supply, distribution and monitoring system with provision for MIS as well as complaint redressal system.	Details on letter head should be submitted.	
9	The Bidder should provide a dedicated help desk for the Bank.	Details on letter head should be submitted.	
10	As per Central Vigilance Commission (CVC) directives, it is required that Bidders /Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy. Further, all bidders to submit an "Integrity Pact" as per Annexure 13 on non-judicial stamp paper of requisite value.	"Integrity Pact" as per Annexure 13 on Non judicial stamp paper of requisite value	
11	Bidder should have business redundancy and business continuity plan.	Detail documentary proofs	
12	The bidder should not have their directors convicted of any criminal offence related to their professional conduct or making false statements or misrepresentations as to their qualifications to enter into a Procurement Contract within a period of two years preceding the date of RFP. If a bidder chooses not to disclose any such issue, and the same comes to Bank's notice at a later date, the Bank will be free to revoke any contract entered with the vendor and invoke Bank Guarantee at its discretion.	Undertaking from bidder shall be submitted.	



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13	The vendor company and/or any of its Promoters Directors should not be defaulter/willful defaulter to any tax/Govt. Authorities/statutory dues etc. and NPA Holder in any Bank/FI. Bidder should not be in caution list/blacklisted by IBA/RBI	Undertaking from bidder shall be submitted.	
14	The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. Or The Bidder is from such a country and has been registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure to the said Office Memorandum / Order and we submit the proof of registration herewith.	Undertaking as per Annexure 3 and Copy of certificate of valid registration with the Competent Authority (If applicable) (signed /Digitally signed documents from authorized representative of bidder)	
15	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.	Letter of confirmation from Bidder.	
16	The Bidder to provide an undertaking on his letter head that all the functional and technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by the Bidder.	Letter of confirmation from Bidder	

Note: Bidder must comply with all the above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Photocopies/scanned copies of relevant documents / certificates or originals should be submitted as proof in support of the claims made along with tender. The Bank reserves the right to verify / evaluate the claims made by the bidder independently.

If any of the above documents are not provided by bidder, the bid of the bidder will be technically disqualified.

(Note – Certificates sought as above should be in the name of bidder. Third party certificates will not be accepted)

5. **BIDDING PROCESS:**

Gujarat Gramin Bank, Head Office, Vadodara invites Sealed Tenders in two-bid system from eligible vendors having experience of at least -3- years in printing and supply of stationery.





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Vendors having sound technical and financial capacity may apply as under:

Technical Bid:

Bidders should submit their technical bid online on Government e-Marketplace (GeM) portal. Tender shall be submitted duly filled in all respects in two bid system in the following manner: EMD, and Mandatory Information for Pre-qualification - Technical Bid:

Particulars	Favoring	Amount	DD/BC/Bank Guarantee
Earnest Money Deposit (Refundable)	Gujarat Gramin Bank	Rs.6,00,000/-	Estimated Cost of project for three years is Rs.3,00,00,000/-. (EMD is calculated on the 2% of the total cost of the project.)

The Bidder must submit the mandatory information strictly in Bank's prescribed format as per **Annexure-1**. Technical pre-qualification of the bidder will be based on the mandatory information and supporting documents submitted along with the tender.

Commercial/Price Bids:

Bidders should submit their Price bid online on Government eMarketplace (GeM) portal. Price Bid must be submitted in prescribed format as per Annexure-12. Bids submitted in any other format will be disqualified.

No tender shall be considered unless the Earnest Money are so deposited along with the Technical Bid.

No interest shall be paid on Earnest Money Deposit. The Earnest Money of Bidders, who are not empaneled will be refunded without any interest, soon after the decision of empanelment.

The Earnest Money Deposit, of successful bidder, deposited with the bank shall be returned only after the execution of necessary Agreement and upon depositing the Security Deposit in the form Performance Bank Guarantee/Fixed Deposit as mentioned in "Security Deposit" clause.

EMD may be forfeited in the event of withdrawal of bid during the period of bid validity (which shall be for 180 days from last date of submission of Tender) or if successful bidder fails to sign the contract in accordance with the terms & conditions and other requirements specified in RFP or any act of bidder not in line with contract obligations.

6. Bid Security (Earnest Money Deposit)

6.1 Bidders are required to give an earnest deposit of an amount as mentioned in Point No 5 above at the time of submission of the technical bid. The proof of same is to be submitted while opening of eligibility cum technical bid, failing which the bid of the concerned bidder may be rejected. Bid Security (Earnest Money Deposit)" shall be paid in the form of Demand Draft/Banker's Cheque. This Bid-security is valid for 6 months.

Non-submission of Earnest Money Deposit as prescribed in RFP will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to

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them on completion of the procurement process. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee / security deposit.

The amount of Earnest money deposit would be forfeited in the following scenarios:

- a. In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever.
- b. In case of the successful bidder, if the bidder fails or refuses to accept and sign the contract as specified in this document within 10 days of issue of contract order/letter of intent for any reason whatsoever; or
 - ▶ Fail To provide the performance guarantee within 10 days from the purchase order date, for any reason whatsoever.
 - ▶ To comply with any other condition precedent to signing the contract specified in the RFP documents.

6.2 Unsuccessful Bidder's – EMD will be returned by the Bank after closure of the RFP and on receipt of written request from the bidder. No interest shall be paid on EMD.

6.3 Exemption for EMD amount:

Exemption from submission of EMD shall be given to bidders, who are Micro & Small Enterprises (MSE) / Startups. The bidders who are MSE must submit necessary document issued by NSIC and the bidders who are startups must be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption.

To qualify for EMD exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP/Udyam Registration which are valid on last date of submission of the tender documents along with "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents. MSE/Startup firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD exemption.

Bidders who are exempted for EMD as per General Terms and Conditions on GeM 4.0 (Version 1.24) dt 5th May 2025 need not submit EMD subject to submission of supporting documents.

6.4 Preference to Make in India initiative

"Gujarat Gramin Bank will abide by Govt. of India Public procurement (preference to Make in India) order P-45021/2/2017-B.E.-II Dated 15th June 2017 as applicable to encourage 'Make in India' and to promote manufacturing and production of goods and services in India. In case the bidder wishes to avail preference to Make in India order 2017 in public procurement as applicable, bidder may provide self-certification of 'Local content' where 'Local content' means the amount of value added in India as a percentage of total value in percentage".

7. Performance Guarantee (Security Deposit)

- 7.1 The successful Bidder shall provide a Performance Guarantee within 10 days from the date of receipt of the order or letter of intent whichever is earlier in the format as provided in **Annexure - 11** to the extent of 5 % of the Contract value for the entire period of the contract plus 6 months and such other extended period as the Bank



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may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank or schedule commercial bank only, other than Gujarat Gramin Bank.

Security Deposit can also be submitted in the form of Fixed Deposit drawn in favor of "Gujarat Gramin Bank, A/c (Service provider name)" and lien noting in favor of Gujarat Gramin Bank, Head Office, Vadodara should be endorsed on the Fixed Deposit.

7.2 In the event of non-performance of obligation or failure to meet terms of this Tender or subsequent agreement the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.

7.3 The Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.

7.4 If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the Bidder, will be forfeited.

The security deposit has to be submitted by the successful bidder. It shall remain in force up to 42 months from the date of issuance.

8 Sub - Contracting:

The selected service provider/ vender shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under this project.

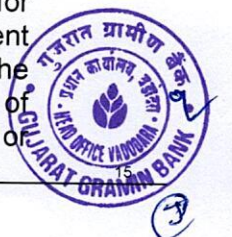
9 Service Level Agreement and Non-Disclosure Agreement:

9.1 The successful bidder shall execute a Service Level and Non Disclosure Agreement (SLA &NDA) as per Annexure-15, which contains all the services and terms and conditions of the services to be extended as detailed herein. The successful bidder shall execute the Service Level and Non Disclosure Agreement and provide the same along with acceptance of Purchase Order and if the said Agreement is not executed within 10 days from the date of acceptance by the bank, then the EMD shall be forfeited by the bank.

9.2 All the expenses related to execution of the document such as the applicable stamp duty and registration charges if any shall be borne by the successful bidder.

10 Compliance with Laws:

10.1 Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc. as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project. Also the bidder shall comply with the provisions of code of wages, and other labor welfare legislations. in the event of any failure of



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omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. The Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

- 10.2 The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.

11 Termination:

- 11.1 Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason. The Bank may terminate the subsequent agreement without assigning any reason in the specified events.
- 11.2 At any time during the RFP process or before the award of contract or after execution of the contract that one or more terms and conditions laid down in this Request For Proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information, Bank may terminate his contract and may invoke performance bank guarantee or forfeit the security deposit as the case may be. Further bank may impose such restriction/s on the defaulting bidder as it deemed fit.
- 11.3 After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another vendor of its choice by giving one month notice for the same. In such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance of the contract.

12 Grievance Redressal and Dispute Resolution:

- 12.1 The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with this RFP.
- 12.2 If the Bank project manager and Bidder project manager/ director are unable to resolve the dispute within thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Bank respectively.
- 12.3 If within thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder are unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
- 12.4 All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings.
- 12.5 The seat and place of arbitration shall be Vadodara. The Arbitration and

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Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings.

- 12.6 The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party.

13 Governing Laws:

This RFP and the subsequent contract shall be governed and construed and enforced in accordance with the laws of India. Both the Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this RFP, only the courts in Vadodara shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

14 Prevention of Corrupt and Fraudulent Practices:

- 14.1 As per Central Vigilance Commission (CVC) directives, it is required that every participating bidders required to signed an integrity pact as per the Annexure 13 of this RFP.
- 14.2 Every Bidders / Suppliers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of the policy:
- ▶ "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution AND
 - ▶ "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- 14.3 The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 14.4 The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

15 Authorized Signatory:

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank.

16 The bid submission by related parties:

If related parties (as defined below) submit more than one bid then both /all bids submitted by related parties are liable to be rejected at any stage at Bank's discretion:



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- a) Bids submitted by holding company and its subsidiary company;
- b) Bids submitted by two or more companies having common director/s
- c) Bids submitted by partnership firms / LLPs having common partners
- d) Bids submitted by companies in the same group of promoters/management

17 Right to Reject Bids:

Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. The bid is liable to be rejected if:

- ▶ It is not in conformity with the instructions mentioned in the RFP document.
- ▶ It is not accompanied by the requisite Earnest Money Deposit (EMD).
- ▶ It is not properly or duly signed.
- ▶ It is received through Telex / telegram / fax/email
- ▶ It is received after expiry of the due date and time.
- ▶ It is incomplete including non- furnishing the required documents.
- ▶ It is evasive or contains incorrect information.
- ▶ There is canvassing of any kind.
- ▶ Submitted by related parties
- ▶ It is submitted anywhere other than the place mentioned in the RFP.
- ▶ Adverse performance reports supported by documentary evidence
- ▶ Bidder submits only physical documents without uploading the same on GeM portal.
- ▶ If any of the declaration/information submitted by the bidder is found to be incorrect.

Further Bank reserves the rights to:

- ▶ Reject any or all responses received in response to the RFP
- ▶ Extend the time for submission of all proposals
- ▶ Cancel the RFP at any stage, without assigning any reason whatsoever.
- ▶ Visit the place of work of the bidder
- ▶ Conduct an audit of the services provided by the bidder.
- ▶ Ascertain information from the Banks and other institutions to which the bidders have rendered their services for execution of similar projects.
- ▶ Revise any part of the tender document, by providing a written addendum at any stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on GeM portal/Bank's website only.

18. Information Security Clauses

Successful Bidder have to comply with the Information and cyber security controls on an ongoing basis and regulatory / legal guidelines and directives related to Service Providers / outsourcing issued by regulators / legal entities from time to time. The Successful Bidder shall provide access to the regulators, legal authorities, Bank and Bank appointed auditors for on-site/off-site supervision.

The Successful Bidder have to ensure that outsourced critical IT service are subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator at no extra cost to the Bank.





19. General Terms and conditions

- 19.1 The RFP document is not recommendation; offer to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document.
- 19.2 **Information Provided:** The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.
- 19.3 **For Respondent Only:** The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.
- 19.4 **Costs Borne by Respondents:** All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient/ Respondent.
- 19.5 **No Legal Relationship:** No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.
- 19.6 **Recipient Obligation to Inform Itself:** The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
- 19.7 **Evaluation of Offers:** Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Bidder, not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement. The bidders unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

- 19.8 **Acceptance of Terms:** the bidders will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document

Only one submission of response to RFP by each Respondent will be permitted.

The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.

- 19.9 The Bank expects that the Bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all





deliverables and services required by Bank.

- 19.10 Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the Bidder responses would not be incorporated automatically in the tender document.
- 19.11 The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection
- 19.12 All responses received after the due date/time as mentioned in "[A] Important Dates. Last Date of Submission of RFP Response (Closing Date)" would be considered late and would be liable to be rejected. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.
- 19.13 The Bank has established RFP coordinators to provide a venue for managing bidder relationships and other requirements through the Bank's decision making body for contract clarification. All the queries and communication must be addressed to the RFP coordinators / contact persons from the Bank mentioned in "[A] Important Dates - RFP Coordinator"
- 19.14 Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.
- 19.15 All questions relating to the RFP, technical or otherwise, must be in writing and sent on email pe.ho@ggb.bank.in as mentioned in point "[A] Important Dates". Interpersonal communications will not be entered in to and a Respondent will be disqualified if attempting to enter into such communications. The Bank will try to reply, without any obligation in respect thereof, every reasonable question raised by the Respondents in the manner specified.
- 19.16 However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.
- 19.17 Respondents should invariably provide details of their email address (as) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.
- 19.18 The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.
- 19.19 All submissions, including any accompanying documents, will become the property of the Bank. The bidder shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents



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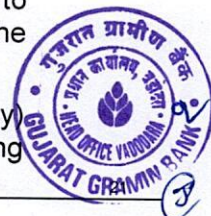


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GUJARAT GRAMIN BANK

Scheduled Bank Owned by Government

- 19.20 All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids.
- 19.21 The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Bank. No offer can be modified or withdrawn by the bidder after the closing date and time for submission of the offers.
- 19.22 The bidders required to quote for all the components/services mentioned in the "Project scope" and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- 19.23 Based on the Bank's requirements as listed in this document, the bidder should identify the best-suited product / solution that would meet the Bank's requirements and quote for the same. In case the bidder quotes more than one model and they have not specified which particular model quoted by them needs to be considered, then the response would be considered as improper and the whole tender submitted by the Bidder is liable to be rejected. The Bidder is expected to provide the best option and quote for the same.
- 19.24 In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder's and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.
- 19.25 The Bank is not responsible for any assumptions or judgments made by the bidder for proposing the deliverables. The Bank's interpretation will be final.
- 19.26 The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidder and responded by the Bidders have been quoted for by the Bidder, and there will be no extra cost associated with the same in case the Bidder has not quoted for the same.
- 19.27 All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- 19.28 Responses to this RFP should not be construed as an obligation on the part of the Bank to award a contract / purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- 19.29 By submitting a proposal, the bidder agrees to contract with the Bank within the time period prescribed by the bank. Failure on the part of the successful bidder to execute an agreement with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.
- 19.30 The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders not willing



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to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing

19.31 The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP.

19.32 The bidder covenants and represents to the Bank the following:

- It is duly incorporated, validly existing and in good standing under as per the laws of the state in which the entity is incorporated.
- It has the corporate power and authority to enter into Agreements and perform its obligations there under.

19.33 The execution, delivery and performance under an Agreement by bidder:

- Will not violate or contravene any provision of its documents of incorporation.
- Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound.

Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever.

19.34 The bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.

19.35 The Bank would not assume any expenses incurred by the bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidders

19.36 The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.

19.37 The Bank reserves the right to extend the dates for submission of responses to this document.





- 19.38 **Preliminary Scrutiny** – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.
- 19.39 **Clarification of Offers** – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidders for clarification of their offer. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.
- 19.40 **No Commitment to Accept Lowest bid or Any Tender** – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of procurements. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase
- 19.41 **Erasures or Alterations** – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections, or alterations in the offer. Technical details must be completely filled up. Correct information of the services being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- 19.42 **Price Discussion** – It is essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right of price discovery and engage the successful bidder in discussions on the prices quoted.
- 19.43 If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.
- 19.44 The Bidder shall perform its obligations under this Tender as an independent contractor and shall not engage subcontractors to perform any of the Deliverables or Services. Neither this Tender nor the Bidder's performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.
- 19.45 The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.
- 19.46 RFP responses received after the deadline for lodgment of RFPs may be registered by the Bank and may be considered and evaluated by the evaluation



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team at the absolute discretion of the Bank. Respondents are to provide detailed evidence to substantiate the reasons for a late RFP submission. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever.

19.47 Vendor to ensure that, they have all the capabilities to upload offer in GeM Portal

20 Information Confidentiality:

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

The bidder agrees and undertakes and ensures that the bidder and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of GGB. Please note that the confidentiality obligations shall survive the expiry or termination of the RFP / agreement between the bidder and the Bank.

21 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

22 Compliance of bank's Code of Ethics

Successful Vendor/Service Provider/Supplier/ Consultant/Contractor, who will be selected according to the service/work/project for which the proposal or quotation is invited shall comply with the Bank's Code of Ethics and a clause to this effect shall be included in the agreement/contract.

23. Late RFP Submission Policy

All responses received after the due date/time as mentioned in "[A] Important Dates – Last Date of Submission of RFP Response (Closing Date)" would be considered late and would be liable to be rejected. GeM portal will not allow lodgment of RFP response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever.

24. Payment Terms:

- a) No advance payment would be done against purchase order. Income Tax(TDS)





- & GST TDS will be deducted at source as per the prevailing Tax Rules.
- b) Bidder has to submit the invoices along with original delivery proof duly signed by bank's official.
 - c) If any penalty is imposed for non-payment of octroi/local taxes etc., it shall be borne by the vendor.
 - d) If the work is not found to be of good quality as per the specification given by the bank then the Bank will have the right to apply penalty or make suitable deductions from the payable amount or material delivered will be rejected without paying any price / compensation. The decision of the Bank in this regard will be final.
 - e) Bank will not give any assurance for payment of any non-conforming product/services provided by vendor. No indemnity/assurance on payment will be given and vendor may stand to forfeit PBG according to gravity of the situation.
 - f) Payment (after TDS & GST TDS etc. as applicable) will be made online by respective Regional Office of the Bank.

25. Penalty:

Supply of Inferior quality/different specifications of items or improper packing/damaged items may be rejected. If inferior quality is found, the penalty(20 percent of value of related purchase order) will be imposed on the entire supply made or the entire lot will be rejected at the discretion of the Bank and at the risk, responsibility, and cost of the vendor. Similarly, items received in damaged condition may not be accepted and the entire cost may have to be borne by the vendor. Recurrence of such instances may render the vendor to be depanelled/ blacklisted apart from levy of penalty etc. in any disputes as regards quality/quantity of item/ packing material, the decision of the Bank will be final. However, the Bank shall inform the Vendor within one week from the receipt of delivery of Supply of Inferior quality/different specifications of items or improper packing/damaged item.

Bank reserves its right of levying penalty charges apart from cancellation of contract. For non-performance/ deficiency in services including quality, delay and non-response to any issue/complaint. In case of non-supply of items within given timelines, a penalty of 1 percent of the total consideration (related purchase order/related item value) for each day delay, may be charged to vendor. The Bank also reserves the right to shift some orders to some other vendor or altogether cancel the contract and/or forfeit the security deposit apart from levying penalty. Bank reserves the right to modify the timelines/penalties.



Head office

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Tel. No. 0265 – 2361210 & 2361260



ANNEXURE - 1

TECHNICAL BID (PROFORMA)

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

A. DETAILS OF ORGANISATION

I. General Information:

1.	Name and address of the Bidder	
2.	Contact Person	
3.	(a) Telephone :	(b) Mobile :
	(c) Fax :	(d) E-mail:
4.	Place of incorporation/registration	
5.	Year of incorporation /registration	
6.	Type of organization (whether company/ sole proprietor/ partnership/ private, etc.)	
7.	Main lines of business	
8.	Allied / Ancillary Business	
9.	Whether premises is own/ leasehold/ rented, furnish details	
10.	Staff Strength as on 31.03.2026	

II. Key Personnel of the Organization:

Sr. No	Name	Designation	Since When	Qualification	Professional Experience

III. Name and address of Owners/Partners/Directors:

Name	Address
1.	
2.	

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IV. Other important information (Furnish the required details, wherever applicable):

- Were you ever required to suspend / terminate the similar activity/ services before completion of the tenure of the contract by any organization/ Bank? If so, give details.
- Have you ever left any services offered to 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.

B. FINANCIAL INFORMATION:

Copies of the audited financial statements with profit and loss accounts for the last 3 years with auditors note & annexures to be attached.

Turn-over:

Annual Turnover Data for last three years	
Year	Turnover in Rs. Lakhs
2023- 24	
2024- 25	
2025 26	

Note: All individual companies must complete the information in this form. The information supplied should be the annual supply turnover in terms of the amount billed to clients for each year for works executed during each of the last 3 years.

Certificates:

CERTIFICATE	YES	NO
GST, Sales Tax registration, VAT, BST/CST Certificate		
Valid ESIC , PF , Prof Tax Certificate, Income Tax PAN/ TIN, Factory/ Shop establishment		
Other certificates such as ISO, etc.		

Note: Provide details & attach attested copies of relevant documents for items answered 'Yes' above.

Experience record in providing similar transaction processing services to top 3 Customers:

Sr. No	Nature of work	Name of the Bank/ Organization	Tenure/ Period of service offer	Service being provided and volumes handled
1				
2				
3				

Note: Provide copies of work orders and proof of services. Work orders and proof of orders will be verified, if required.

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Bidder has to submit a certificate from authorized signatory in following format.

"I/we confirm that, we have never been black listed by any bank/institution and to the best of my/our knowledge the information provided in this bid/offer is correct and any concealment of facts will lead to my/our disqualification at any stage by the Bank.

I / We also enclose herewith EMD of Rs.6,00,000/- favoring "Gujarat Gramin Bank", and having details as under:

Particulars	EMD-Rs. 6,00,000/-
Name of Issuing Bank	
Issuing Branch	
Date of Instrument	
Instrument No.	

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

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

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

Date:

Place:

(Signature with stamp of firm / seal of Co.)"

Note: Please sign in full with stamp of Firm / seal of Company on all pages of this Tender including additional sheets / annexure attached thereto including documents mentioned above.

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

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





Evaluation Terms

1. Evaluation process

A two stage process is adopted for selection of the Bidder:

- ▶ Stage 1 – Technical Bid (Based on the documents submitted)
- ▶ Stage 2 – Commercial/Price Bid Evaluation

During evaluation of the Tenders, the Bank, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance or price of the tender shall be sought, offered, or permitted. The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the Bidders to this document and bank will not entertain any correspondence in this regard.

The bidders who will qualify in Stage-1 based on the documents submitted as per Prequalification criteria defined in this RFP will be considered for evaluation under stage 2.

TENDER OPENING PROCESS:

Tender Bids received on GeM portal will be opened before Purchase Committee of the Bank at Head Office, Vadodara as per schedule mentioned in this RFP. Representatives of Bidder may remain present during opening of Bid. However, bids would be opened even in the absence of any or all of the bidder's representatives.

Only those bidders who are qualified in stage 1 in terms of pre-qualification criteria (as mentioned in Section no 4 & Technical Bid proforma (Annexure 1) given in this Tender Notice will be considered for evaluation under Stage 2 i.e. price bid evaluation.

During the Bank's inspection, if it is found that the submitted data (as detailed in pre-qualification criteria & Technical Bid Proforma) is deviating from the actuals, bids of those bidders will be rejected without further scrutiny.

TENDER/BID VALIDITY:

The bid submitted by the bidders will be valid for the period of 180 days from the date of opening of price bid. The L-1 price as quoted by the Bidder and accepted by the bank shall be valid for the entire contract period of 3 years.

Stage 1 : Eligibility cum Technical Bid

Pre-qualification / eligibility criterion for the bidder to qualify this stage is clearly mentioned in below. The Bidder would need to provide supporting documents as part of the eligibility proof. All dates if not specified to be applicable from the date of the RFP.

S.N.	Eligibility Criteria	Documents to be submitted in support of Eligibility Criteria	Whether Complied (Yes/No)
------	----------------------	--	---------------------------



Head office

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1	The Bidder should be a Corporation Organization/PSU/PSE/Private/Public Limited Indian Company/Partnership/ LLP/ Proprietorship firms under Indian Laws. The Bidder shall submit the certificate of Incorporation along with the Technical Bid in respect of this requirement.	Copy of the Partnership deed/ Proprietorship/ Udyam registration for/Bye Laws (MOA+AOA)/ Certificate of incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office.	
2	The Bidder should have achieved the following during each of the last three financial years i.e. FY 2023-24, 2024-25 & 2025-26: a. Domestic annual financial turnover of Rs. 1.10 crores from Indian operations. (For MSE and Startups Domestic annual financial turnover applicable will be Rs. 1.00 crores from Indian operations). a. Bidder should have positive net worth as on 31-03-2026.	Copy of the Audited Balance Sheet or Turnover certificate duly signed by CA with UDIN number for FY 2023-24, 2024-25 & 2025-26. If audited balance sheet is not available for 2025-26, CA certified provisional balance sheet/Turnover to be submitted.	
3	Experience in the line of business with banks/NBFC/PSU/Post Office: Minimum last 3 years. (For MSE & Startups experience in the line of business with Banks/NBFC/PSU/Post Office : Minimum last 2 years.)	Bidder to submit proof for the same	
4	The bidder should have experience of having supplied standardized stationery to minimum of -2- big organizations of repute in Banks/NBFC/PSU/Post Office.	Client's certificates/letter of empanelment should be submitted.	
5	The applicant/business establishment should be more than five years' old.	Bidder to submit proof for the same	
6	Bidder should have all the necessary approvals/statutory clearances in place to undertake the activities	Photocopies of valid registrations and licenses should be furnished with the Technical Bid. (Self Attested)	
7	The Bidder should not have been blacklisted/ barred / disallowed to continue work or organization has engaged other vendor after placing work order for the reasons attributable to bidder by any Govt. department/ PSU/ PSE/ Banks in India in last 3 years at time of submitting bid and Bidder should not be in caution list of IBA/RBI.	Stamped undertaking from bidder shall be submitted.	





8	The applicant should have proper system for ordering, indenting, supply, distribution and monitoring system with provision for MIS as well as complaint redressal system.	Details on letter head should be submitted.	
9	The Bidder should provide a dedicated help desk for the Bank.	Details on letter head should be submitted.	
10	As per Central Vigilance Commission (CVC) directives, it is required that Bidders /Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy. Further, all bidders to submit an "Integrity Pact" as per Annexure 13 on non-judicial stamp paper of requisite value.	"Integrity Pact" as per Annexure 13 on Non judicial stamp paper of requisite value	
11	Bidder should have business redundancy and business continuity plan.	Detail documentary proofs	
12	The bidder should not have their directors convicted of any criminal offence related to their professional conduct or making false statements or misrepresentations as to their qualifications to enter into a Procurement Contract within a period of two years preceding the date of RFP. If a bidder chooses not to disclose any such issue, and the same comes to Bank's notice at a later date, the Bank will be free to revoke any contract entered with the vendor and invoke Bank Guarantee at its discretion.	Undertaking from bidder shall be submitted.	
13	The vendor company and/or any of its Promoters Directors should not be defaulter/willful defaulter to any tax/Govt. Authorities/statutory dues etc. and NPA Holder in any Bank/FI. Bidder should not be in caution list/blacklisted by IBA/RBI	Undertaking from bidder shall be submitted.	





14	The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. Or The Bidder is from such a country and has been registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure to the said Office Memorandum / Order and we submit the proof of registration herewith.	Undertaking as per Annexure 3 and Copy of certificate of valid registration with the Competent Authority (If applicable) (signed /Digitally signed documents from authorized representative of bidder)	
15	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.	Letter of confirmation from Bidder.	
16	The Bidder to provide an undertaking on his letter head that all the functional and technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by the Bidder.	Letter of confirmation from Bidder.	

Note: Bidder must comply with all the above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Photocopies/scanned copies of relevant documents / certificates or originals should be submitted as proof in support of the claims made along with tender. The Bank reserves the right to verify / evaluate the claims made by the bidder independently.

If any of the above documents are not provided by bidder, the bid of the bidder will be technically disqualified.

(Note – Certificates sought as above should be in the name of bidder. Third party certificates will not be accepted)

The technical bids of only those bidders who qualify the above-mentioned eligibility criteria will be evaluated.

Bidder should upload/submit below mentioned Annexures on GeM portal along with above mentioned documents

1. **Annexure - 01:** Technical Bid proforma
2. **Annexure - 03:** Declaration/undertaking from bidder regarding applicability on procurement from bidder of a country which shares land border with India as per order no. 6/18/2019-PPD dated 23-04-2020 issued by MOF
3. **Annexure – 04 :** Bid security letter
4. **Annexure – 05 :** Undertaking from bidder
5. **Annexure – 07 :** Declaration
6. **Annexure – 08 :** Details of printing locations





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7. **Annexure – 09** : Undertaking of Information Security
8. **Annexure – 10** : Project details scope of Work
9. **Annexure – 13** : Pre contract Integrity pact
10. **Annexure – 14** : Schedule of Delivery (TAT)
11. **Signed copy of RFP**

Bidder to ensure that size of documents should be such that it can be uploaded on GeM portal.

Stage 2 : Commercial/Price Bid Evaluation

Commercial bid should give all the relevant price information. No information should be kept blank. Offer should be in the strict conformity with the format given in Annexure-12.

The commercial bids of only those bidders who qualify in Technical Evaluation (Stage 1) will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders.

1. METHOD ARRIVING L-1 RATE:

For arriving at L-1 rate, the formula will be applied

- i. All the vendors will be given list of items to be printed with full specification and approximate consumption data as per Annexure 16 The vendors will be given the opportunity to view/see the hardcopy/softcopy of printable items.
- ii. The vendors need to give their price for all the items (as the per excel sheet in Annexure 16) that will be all-inclusive i.e. it should include landed cost, materials cost, labour, packing, binding, transportation, applicable taxes, GST etc.. The total cost of all the items mentioned in Annexure-16 will be used to determine L1.
- iii. The quantities of printing stationery items indicated in the bid document are only estimated and are provided for the purpose of bid evaluation. The actual requirement during the contract period of three years may increase or decrease depending upon the Bank's operational requirements. The Bank does not guarantee procurement of the estimated quantities and shall not be liable to procure any minimum quantity. The successful bidder shall supply the stationery items at the approved rates for the actual quantities ordered by the Bank during the contract period.
- iv. In case of any discrepancy in the specifications mentioned and actual item to be printed or any change/modification/addition being brought out in any existing items or addition of any new item, its price will be decided as per the price of similar items proportionately or as per the nearest matching specification or as per the rate decided by Bank. The rate so arrived will be acceptable to all vendors.
- v. The vendor will be selected as L1, L2 based on the rates quoted in financial/price bid. The rates will remain fixed for 3 years except for statutory variation in GST.

The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever and the decision of the Bank will be final and binding on the bidders. Bank may also allot the work to more than one vendor on L-1 negotiated rates and in such case the total quantum of work area wise/Region wise shall be divided amongst the vendors as per requirement of the bank or as the Bank may deem fit. The bank reserves the right to amend/cancel the RFP process/ at any time without assigning any reason whatsoever.

Award of Contract : - Bank reserves its right not to split the contract and award 100% work to one bidder.

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Further, Bank at its sole discretion may split contract between L1 & L2 bidder in the ratio 60:40 if L2 bidder matches rates of L1 bidder. If L2 bidder refuses to match L1 rates then option will be given to L3 bidder to match L1 rates. If no bidder matches the L1 rates then 100 % work order will be awarded to L1 bidder.

Important Notes:

- After concluding as per the above formula on the basis of quoted rates as per Annexure-12, Bank will declare L-1 bidder.
- The final selection of the Bidder /s shall be based on lowest commercial quote criteria i.e. L1 bidder.
- The Bid documents should be accompanied with a declaration as given in Annexure 3.
- Detailed scope of work, Terms & Conditions are given in Annexure -10 of this RFP document.
- **As per GeM procurement policy, Bidder/seller needs to pay applicable transaction charges at the time of accepting the order and same will be payable by the Bidder and Bank will not be liable for any cost related to GeM procurement.**
- **Empanelment shall not guarantee any minimum quantity or value of orders**

2. Commercial/Price Bids Terms

- a. The bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered.
- b. The prices and other terms offered by bidders must be firm for an acceptance period of 180 days from the date of opening of the commercial bid.
- c. In case of any variation (upward or down ward) in Government levies / taxes / cess / duties etc. which has been included as part of the price will be borne by the bidder. Variation would also include the introduction of any new tax / cess/ duty, etc. provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of bidder's proposal shall be passed on or adjusted to the Bank. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Necessary documentary evidence should be produced for having paid any tax/cess/duty, if applicable, and or other applicable levies.
- d. If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than GST and if the Bank has to pay the same for any of the items or supplies made here under by the bidder, for any reason including the delay or failure or inability of the bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at commercial rate.
- e. Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Bidder will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are





contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the bidder”.

- f. The Bank is not responsible for any assumptions or judgments made by the bidder for arriving at any type of costing. The Bank always will benchmark the performance of the bidder to the RFP and other documents circulated to the bidder and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the bidder and the Bank's interpretation will be final.
- g. The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted.
- h. The Bank is not responsible for the arithmetical accuracy of the bid. The bidders will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Bidder. The Bank later will not accept any plea of the bidder or changes in the commercial offer for any such assumptions.
- i. Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.
- j. The price must be quoted per unit basis including GST and applicable taxes in the format provided in Commercial Bid.
- k. There will be no price escalation during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- l. The price should be uniform throughout the tenure of the contract. Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.
- m. Rejected stationary must be replaced within 7 days.

3. Price Comparisons

- a. The successful bidder will be determined on the basis evaluation mentioned in Evaluation Criteria in this RFP document.
- b. The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the bidder should necessarily include the following:
 - Prices quoted by the Bidder should be inclusive of GST and all taxes, duties, levies etc. There will be no price escalation for during the contract period and any extension thereof.
 - The Bidders expected to provide details of services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.





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- c. The Bidder must provide and quote for the required product and services as desired by the Bank as mentioned in this RFP. Any product or services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.



Head office

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ANNEXURE - 3

Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure

(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

To
The General Manager,
Gujarat Gramin Bank
Head Office
3rd & 4th Floor,
Suraj Plaza-1,
Sayajigunj,
Vadodara – 390 020

Sir,

We, M/s-----are a private/public limited company/LLP/Firm <strike off whichever is not applicable> incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at ---

----- (referred to as the "Bidder") are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

Please strike off whichever is not applicable

1. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is not from such a country."
2. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is from such a country. I hereby certify that _____ fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.]"

In case the work awarded to us, I/ we undertake that I/ we shall not subcontract any of assigned work under this engagement without the prior permission of bank.

Further we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless

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such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfills all requirements in this

regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]”

2. We, hereby confirm that we fulfill all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process.

We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

3. This declaration cum undertaking is executed by us or through our Authorized person, after having read and understood the terms of RFP and the Office Memorandum and Order.

Dated this.....by..... 20

Yours faithfully,

Authorized
Signatory Name:
Designation:
Bidder's Corporate Name
Address
Email and Phone #

List of documents enclosed:

1. Copy of certificate of valid registration with the Competent Authority (strike off if not applicable)





Annexure-4

Bid Security Letter

To,
General Manager
Gujarat Gramin Bank
Head Office,
3rd & 4th Floor Suraj Plaza-1,
Sayajigunj, Vadodara – 390
020

Sir,

Sub: RFP FOR

We having our registered office at
..... (herein after called the 'BIDDER') are offering
Earnest Money Deposit as per details below for consideration of the bid of the above
mentioned Bidder.

Amount: Rs. _____/- (Rupees _____ Only)

Mode: Demand Draft/Banker's Cheque

Issuing Bank: _____ Date _____

The details of Demand Draft/Banker's Cheque or Micro and Small Enterprises (MSE) /
Startups Certificate (if EMD not applicable) to be enclosed.

The Bank at its discretion, may reject the bid if the EMD is not received as per details
furnished above.

Dated this by 20

Yours faithfully,

Authorized

Signatory Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #





Undertaking from the Bidder

To,
General Manager
Gujarat Gramin Bank
Head Office,
3rd & 4th Floor
Suraj Plaza-1, Sayajigunj,
Vadodara-390020

Sir,

Sub: RFP FOR -----.

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission all the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
3. We agree to abide by this Tender Offer for 180 days from the date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. a) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
(b) Commission or gratuities, if any paid or to be paid by us to agents relating to this Bid and to Contract execution, if we are awarded the Contract are listed below.
 - i. Name and Address of the Agent (please specify NA if not applicable)
 - ii. Amount and Currency in which Commission paid / payable (please specify NA if not applicable)
 - iii. Purpose of payment of Commission (If commission is not paid / not payable indicate the same here) - (please specify NA if not applicable)
6. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
7. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by 20

Yours faithfully,



Authorized

Signatory





ANNEXURE 6

Pre-Bid Queries Form

S.No	Clause No.	Page No	Query

Authorized
Signatory Name:
Designation:
Bidder's Corporate Name
Address
Email and Phone #
Date:



Head office

3rd & 4th Floor, Suraj Plaza-1, Sayajigunj, Vadodra – 390 020, Gujarat, India
Tel. No. 0265 – 2361210 & 2361260



ANNEXURE 7

(DECLARATION)

I / We, the undersigned, do hereby declare that the statements made in the pre-qualification questionnaire forms and in the required attachments are true and correct.

The undersigned hereby authorize (s) and request (s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Gujarat Gramin Bank to verify this Statement or regarding competence and general reputation of our company.

While submitting this bid, we certify that:

1. Price in the bid has been arrived at without agreement with any other bidder of this RFP for restricting competition.
2. We have not induced nor attempted to induce any other bidder to submit or not submit a bid for restricting competition.
3. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP.
4. The rates quoted by us in the commercial bid, cover all the activities as defined in the RFP and subsequent pre-bid clarifications / modification/ revisions advised by Gujarat Gramin Bank in writing, without any exception.

We undertake to comply with the terms and conditions of the RFP and subsequent pre-bid clarification / modifications / revisions advised by Gujarat Gramin Bank in writing.

We declare that neither Courier companies/ Logistic Partner/special agents with whom we have/will undergo for tie up nor we are in the caution list of IBA or been black listed by any BFSI in past.

We also accept that in the event of any information / data / particulars provided by us proving to be incorrect, Bank will have the right to disqualify us from the bid/ cancel the order at any stage.

We understand that Bank may reject any or all of the offers without assigning any reason whatsoever.

(Signed by an Authorized Officer of the Company)

(Title of Officer)

(Name of
Company)

(Date)





Annexure 8

Details of printing locations of the vendors

S.N.	Location	Address	Whether owned/Leased	Details of machineries installed

Yours faithfully,

Authorized
Signatory Name:
Designation:
Bidder's Corporate Name
Address
Email and Phone #



Head office

3rd & 4th Floor, Suraj Plaza-1, Sayajigunj, Vadodara – 390 020, Gujarat, India
Tel. No. 0265 – 2361210 & 2361260



Undertaking of Information Security

*(This letter should be on the letterhead of the Bidder as well as the OEM/
Manufacturer duly signed by an authorized signatory on Information security as
per regulatory requirement*

To,
General Manager
Gujarat Gramin Bank
Head Office,
3rd & 4th Floor
Suraj Plaza-1,
Sayajigunj,
Vadodara-390020

Sir,

Sub: RFP FOR

We hereby undertake that the proposed hardware / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)

Further we undertake that the Software/ hardware and Services which will be delivered or provided under this Agreement are not infringe any IPR such as patent, utility model, industrial design, copyright, trade secret, mask work or trade mark

Dated this.....by..... 20

Yours faithfully,

Authorized
Signatory Name:
Designation:
Bidder's Corporate Name
Address
Email and Phone #





Annexure 10

Project Details Scope of Work:

The selected vendor will be responsible for printing and supply of stationery for branches/offices of the bank as per requirement for a period of 3 years i.e. printing/procurement of all standardized/ non-standardized stationery items in specified formats, quality, specifications and supplying the same within specified TAT to the branches/offices as per Bank's requirement.

- a) One or more than one vendor will be selected and one or more than one Region(s) will be allotted as per bank's discretion.

Sr. No.	Region	Districts Covered
1	Vadodara	Vadodara, Anand, Kheda, Chhota Udaipur, Narmada
2	Godhra	Panchmahal, Mahisagar, Dahod
3	Valsad	Valsad, Navsari, Dang
4	Surat	Surat, Bharuch, Tapi
5	Himatnagar	Sabarkantha, Arvalli, Gandhinagar
6	Bhuj	Kutch
7.	Mehsana	Mehsana, Ahmedabad
8.	Patan	Patan, Banaskantha, Vav-Tharad
9.	Rajkot	Rajkot, Porbandar, Jamnagar
10.	Surendranagar	Surendranagar, Morbi
11.	Bhavnagar	Bhavnagar, Amreli, Botad
12.	Jamnagar	Jamnagar, Devbhoomi Dwarka
13.	Junagadh	Junagadh, Gir Somnath

However, the above details is only tentative and bank reserves the right to change/modify/reallocate the areas as per its requirements and the same cannot be challenged on any ground (like loss of business etc.).

- b) **Lowest rate (L1) will be accepted for placing the purchase orders.** Bank reserves its right not to split the contract and award 100% work to L1 bidder.

Further, Bank at its sole discretion may split contract between L1 & L2 bidder in the ratio 60:40 if L2 bidder matches rates of L1 bidder. If L2 bidder refuses to match L1 rates then option will be given to L3 bidder to match L1 rates. If no bidder matches the L1 rates then 100 % work order will be awarded to L1 bidder. Before issuing purchase order, selected vendor must provide sample of each stationery items as per bank's specification.

- c) The contract would be for a period of 3 years from the date of execution of SLA subject to annual/periodical review. The Bank will review the performance of vendors periodically/every 12 months based on the feedback received from Regions/branches and will take suitable decision about continuation or otherwise. Bank reserves the right to cancel the contract based on the above review and after



Head office

3rd & 4th Floor, Suraj Plaza-1, Sayajigunj, Vadodara – 390 020, Gujarat, India
Tel. No. 0265 – 2361210 & 2361260



issuing notice of 30 days. In case of cancellation of contract, reallocation of job shall be done with other vendors as per the terms mentioned in point No "b" above.

- d) The selected vendor will be required to supply stationery items as per the indents raised by the Regions/branches/any other office of the Bank during the period of contract at the contracted rate within the timeline specified as per Annexure 16. Timeline given in Annexure "14" will be adhered for the request of indents received by the vendor.
- e) Vendor must deliver stationery as per order to locations given in Annexure- 14. Bank reserves the right to add a new delivery location/change the delivery location at time.
- f) The quantities of printing stationery items indicated in the bid document are only estimated and are provided for the purpose of bid evaluation. The actual requirement during the contract period of three years may increase or decrease depending upon the Bank's operational requirements. The Bank does not guarantee procurement of the estimated quantities and shall not be liable to procure any minimum quantity. The successful bidder shall supply the stationery items at the approved rates for the actual quantities ordered by the Bank during the contract period.
- g) The indents will be given to vendor as per requirement by Regions/offices of the Bank and vendor has to print and supply the same at delivery location as per annexure 14.
- h) Vendor may also be given some other additional area and/or some Regions may be removed/ modified purely at the discretion of bank as per its requirement for supply of items at the same contracted rate.
- i) Bank reserves the right to procure item/items from any outside vendor in case of non-performance of the vendor or as per its requirement. Bank is not bound to procure all the items from the selected vendor.
- j) The list of various items along with tentative consumption in terms of quantity as well as specifications has been given in excel sheet as per Annexure "16". However, the items mentioned and consumption are only tentative and this number may further increase or decrease considering language (Single/ bilingual/trilingual) as well as fabrication (Perforation, Folding, Pad Form, booklet, letter form, Centre Pinning, Centre sewing, Centre gluing, Serial Numbering, barcoding, other customized format etc.) and vendor should have ability to create artworks of stationery forms in different regional languages as per the requirement of the bank without any additional cost.

"It is envisaged that there may be intermittent modifications in some/many of existing stationery items. Similarly, new stationery items may also have to be introduced periodically, to meet business regulatory requirements. In all such cases, the number of pages increased will be primary determinant in fixing the pricing of these items. Which will be arrived at by rates of comparable items/changes made or rate discovered by the bank. Bank's decision in this regard will be final and acceptable to all vendors.





- k) Vendor will have to execute modifications/deletion/addition if any in existing stationery items promptly within the timelines specified by the Bank on a case-to-case basis. While the bank will take utmost care, the loss on account of discontinuation/modification of any stationery items cannot be claimed from Bank by the vendor.
- l) Vendor should as per its capability/plan keep stocks of item or may print & supply after receipt of order from Bank. However, the timelines of delivery have to be maintained in any case. Though the Bank will be sharing with selected vendor the consumption pattern available with it, the vendor has to take its own decision about stock keeping. Though a tentative consumption detail has been given as per "Annexure 16" there is no guarantee of any minimum quantity for procurement. Vendors to note that not only the number of item to be supplied but its consumption may also vary. Branches/Offices of the Bank will issue multiple purchase orders i.e. indent for their stationery requirements.
- m) At times, the vendor may be asked to supply stationery (Existing or new) in bulk. Vendor should have the capability & infrastructure to meet the Bank's urgent requirement without any delay.
- n) The items should be dispatched properly and securely packed and unloaded at the destination branch/offices in undamaged condition. Packing and marking of the consignments should strictly conform to the stipulations provided by the Bank from time to time. The chief objective of any packaging is to provide protection to the material from any transit and storing damage. The packaging should also ensure easy handling of the material in dispatch, storage & unloading. The items received in damaged condition/damaged packing may not be accepted by the bank. Vendor may have to bear entire cost as per decision of the bank.
- o) Vendor also has to help bank in creating soft copy/artwork of items in a time-bound manner, within the timelines specified by the Bank on a case-to-case basis. It also needs to update/share the repository periodically with the bank. Bank at its sole discretion may appoint either (one or more) vendors for standardization/re-engineering of current and all future SKUs (Stock keeping unit) based on the technical competency of the selected vendors.
- p) The delivery/supply mechanism with monitoring and tracking system is to be clearly laid down by the vendor.
- q) A dedicated Team as a Single Point of Contact (SPOC) for all issues pertaining to the stationery & delivery management and complaint redressal has to be provided. An Escalation Matrix for all issues to be provided to the Bank.
- r) The Bank may at its discretion with prior notice visit and inspect the Printing site,





administrative offices, and other offices or units of the Vendor.

- s) The selected vendor is also required to help the bank in standardizing the various forms/vouchers/registries for getting the optimum advantage of bulk ordering as well as reducing wastage leading to a reduction in cost. Vendors should share with the bank any suggestions/feedback for further improvement.
- t) Supply of Inferior quality/different specifications of items or improper packing/damaged items may be rejected. If inferior quality is found, the penalty(20 percent of value of related purchase order) will be imposed on the entire supply made or the entire lot will be rejected at the discretion of the Bank and at the risk, responsibility, and cost of the vendor. Similarly, items received in damaged condition may not be accepted and the entire cost may have to be borne by the vendor. Recurrence of such instances may render the vendor to be depanelled/ blacklisted apart from levy of penalty etc. in any disputes as regards quality/quantity of item/ packing material, the decision of the Bank will be final. However, the Bank shall inform the Vendor within one week from the receipt of delivery of Supply of Inferior quality/different specifications of items or improper packing/damaged item.
- u) There will be penalty on account of delay in delivery, quality, specifications, grievance redressal, non-performance and other service deficiency etc. Non maintenance of IT platform (regarding dovetailing/integration/maintenance of the system, MIS, call centre, grievance redressal, delivery management etc.) as contracted and required to the satisfaction of Bank, may entail shifting of some areas/Regions, cancellation of contract, invocation of performance Guarantee apart from levy of penalty etc.
- v) As this is an end to end stationery process, vendor/s is/are not expected to retreat from their obligation of the contract awarded due to any reason except with the mutual understanding of bank and vendor, after giving sufficient time for changes if any. Bank reserves the right for invocation of performance Guarantee, levy of penalty, blacklisting etc. in such events.
- w) The Bank has given tentative consumption details, item wise in Annexure '16' of RFP and considering the Bank' size, the requirement of any item will be substantial, so the vendors are requested to quote their finest rate. **However, at this stage bank shall not be deemed to have committed for any minimum procurement quantity for any item.**
- x) Vendor will have to raise the bills as per the supply of stationery items based on indents placed by branches/Regions with following declarations/enclosures and submit them to the Respective Regions in this regard.

- Acknowledged copy of delivery Challan
- A copy of transport receipt
- Acknowledgement from the consignees





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Scheduled Bank Owned by Government

Invoice should be drawn with the item-wise break-up of total amount indicating separately Taxes. The total cost of any item excluding taxes should be the same as agreed/finalized by the bank. Extant GST guidelines and future amendments if any are to be observed scrupulously.

Payment (after TDS & GST TDS etc. as applicable) will be made by Regions only after 100 % delivery against work order.

- y) At any point of time, if the Bank comes to know about vendor not having competence of participation in such type/scale of requirement or suppression of any material fact, the vendor will be disqualified from participating in further process or contract will be cancelled. Bank at its sole discretion, may decide to visit the factory/offices of the vendor to verify its competence. In case, in view of bank if the vendor is not capable enough in terms of IT, Printing, Logistics, support infrastructure etc, bank reserves the right not to allow the vendor from further participating in the process.



Head office

3rd & 4th Floor, Suraj Plaza-1, Sayajigunj, Vadodra – 390 020, Gujarat, India
Tel. No. 0265 – 2361210 & 2361260



ANNEXURE 11
(FORMAT OF PERFORMANCE BANK GUARANTEE)

To
General Manager
Gujarat Gramin Bank
Head Office,
3rd & 4th Floor Suraj Plaza-1,
Sayajigunj, Vadodara – 390
020

WHEREAS M/S (Name of Bidder) a Company
registered under the Indian Companies Act, 1956 and having its Registered Office at

(Please provide complete address) (hereinafter referred to as "Bidder") was awarded a
contract by Gujarat Gramin Bank (the Bank) vide their Purchase Order
no.

..... dated (hereinafter referred to as "PO") for
.....

AND WHEREAS, in terms of the conditions as stipulated in the PO and the Request for
Proposal document No. Dated
for
.....

..... (hereinafter referred to as "RFP"), the Bidder is required to furnish a Performance
Bank Guarantee issued by a Public Sector Bank/ schedule commercial bank in India
other than the Gujarat Gramin Bank in your favour for Rs...../- towards
due performance of the contract in accordance with the specifications, terms and
conditions of the purchase order and RFP document (which guarantee is hereinafter
called as "BANK GUARANTEE").

AND WHEREAS the Bidder has approached us for providing the BANK GUARANTEE.

AND WHEREAS at the request of the Bidder, WE, a
body corporate in terms of the Banking Companies Acquisition and Transfer of
Undertakings Act, 1970/1980 having its Office
at and
a branch interalia at India have agreed to issue
the BANK GUARANTEE.

THEREFORE, WE, (name of Bank and its address)
..... through our local office at
India furnish you the BANK GUARANTEE in manner hereinafter contained and agree with
you as follows:

1. We do hereby expressly, irrevocably and unconditionally
undertake to pay the amounts due and payable under this Guarantee
without any demur, merely on demand from you and undertake to indemnify you and
keep you indemnified from time to time and at all times to the extent of Rs./-
(Rupees

..... only) against any loss or
damage caused to or suffered by or that may be caused to or suffered by you on
account of any breach or breaches on the part of the Bidder of any of the terms and
conditions contained in the PO and RFP / SLA and in the event of the Bidder





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GUJARAT GRAMIN BANK

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committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.-/-
(Rupees

..... only) as may be claimed by you on account of breach on the part of the Bidder of their obligations or default in terms of the PO and RFP.

2. This Bank Guarantee shall be operative when accompanied with a separate advice of Bank Guarantee in message format sent by the Issuing Bank through SFMS platform and issued to the beneficiary.
3. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the Bidder has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Gujarat Gramin Bank shall be conclusive as regards the amount due and payable by us to you.
4. This Bank Guarantee shall continue and hold good until it is released by you on the application by the Bidder after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after (date)
without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
5. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the Bidder and either to enforce or forbear to enforce any of the terms and conditions of the said PO and RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Bidder or any other forbearance, act or omission on your part or any indulgence by you to the Bidder or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs.-/- (Rupees.....
..... only) as aforesaid or extend the period of the guarantee beyond the said (date) unless expressly agreed to by us in writing.
6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the Bidder or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the Bidder.
7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of

Head office

3rd & 4th Floor, Suraj Plaza-1, Sayajigunj, Vadodara – 390 020, Gujarat, India
Tel. No. 0265 – 2361210 & 2361260



- the provisions of Bank Guarantee.
8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the Bidder from time to time arising out of or in relation to the PO and RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
 9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
 10. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing enforce

and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. The Bank Guarantee shall not be affected by any change in the constitution of the Bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
12. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the Bidder shall have no claim against us for making such payment.
14. Notwithstanding anything contained herein above;
 - a. our liability under this Guarantee shall not exceed Rs...../- (Rupees only)
 - b. this Bank Guarantee shall be valid and remain in force up to and including the date and
 - c. we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
15. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

Dated this the day of,

20.... For and on behalf of

Branch

Manager Seal

and Address





COMMERCIAL/PRICE BID FORMAT
(To be submitted on company's letter head)

To
General Manager
Gujarat Gramin Bank
Head Office,
3rd & 4th Floor Suraj Plaza-1,
Sayajigunj, Vadodara – 390 020

Dear Sir,

Re: Price Bid

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, submit our Financial Bid for the various items detailed in "Annexure 16" in conformity with the said RFP documents :-

Sr. No.	Item	Basic Cost (Rs.) (Incl. of GST)
1	Total Cost of ownership(Unit price x tentative requirement) for a period of 3 years for various Items as per Annexure "16" of RFP	

Note: The price should include all materials, printing, labour, packing as per requirement, transportation cost, unloading at delivery and all taxes including GST.

The bids are valid for 180 days from the date of opening of bid.

(It is mandatory to quote prices of all individual items as per Annexure 16 Please also attach duly filled and signed copy of "Annexure 16").

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of
Dated this day of

NOTE:-

1. This will be the total cost of ownership (TCO). Rate quoted should be up to 2 decimal & including GST.
2. The projected quantity mentioned in the above table is only indicative requirements for arriving the Total Cost of Ownership (TCO) and the same is quoted on the basis of tentative requirement. Please note that the volume of the few activities/ Item mentioned above may vary.





3. The Bidder must provide and quote for all line items as desired by the Bank. Any quote not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.
4. The Bank at its own discretion may add/ remove the items mentioned in Annexure 16.
5. Cost of Services should be quoted including GST.
6. The price quoted should be in Indian rupees only. The prices offered shall be on a fixed price basis and not linked to any foreign exchange component.
7. Bank will pay the charges only where the activities are availed.
8. **The total project cost for 3 years need to be quoted in Financial bid in GeM.**
9. The quantities of printing stationery items indicated in the bid document are only estimated and are provided for the purpose of bid evaluation. The actual requirement during the contract period of three years may increase or decrease depending upon the Bank's operational requirements. The Bank does not guarantee procurement of the estimated quantities and shall not be liable to procure any minimum quantity. The successful bidder shall supply the stationery items at the approved rates for the actual quantities ordered by the Bank during the contract period.





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

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of _____ month, 20____, between, on one hand, GUJARAT GRAMIN BANK, a body corporate constituted under the provisions of RRB Act, 1976 and having its Head Office at 3rd & 4th Floor, Suraj Plaza-I, Sayajigunj, Vadodara-390 020 (hereinafter referred to as "GGB"; which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns); and.....hereinafter referred to as "The Bidder /Bidder"

Preamble

GGB is a one of the Regional Rural Bank having its presence through its 745 branches and 15 administrative offices throughout Gujarat. GGB is committed to fair and transparent procedure in appointing of its outsourced service providers.

The GGB intends to appoint/ select, under laid down organizational procedures, contract/ s for "Printing and supply of stationery for branches/offices of the bank as per requirement for a period of 3 years". The GGB 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 Bidder(s).

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

Section 1 - Commitments of GGB

1. The GGB commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. No employee of the GGB, 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 monetary or non- monetary benefit which the person is not legally entitled to.
 - b. The GGB will, during the tender process treat all Bidder(s) with equity and reason. The GGB 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 GGB will make endeavor to exclude from the selection process all known prejudiced persons.
2. If the GGB obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be as substantive suspicion in this regard, the GGB will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.



Head office

3rd & 4th Floor, Suraj Plaza-1, Sayajigunj, Vadodara – 390 020, Gujarat, India
Tel. No. 0265 – 2361210 & 2361260





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

1. The Bidder(s) / Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The Bidder(s) / Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the GGB'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 any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s) / Bidder(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)/ Bidder(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the GGB as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s) / Bidders(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder(s) /Bidders(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) / Bidder(s).
 - e. The Bidder(s) / Bidder(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s) / Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s) / Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

Section 4 - Compensation for Damages

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

- (2) If the GGB has terminated the contract according to Section 3, or if the GGB is entitled to terminate the contract according to Section the GGB shall be entitled to demand and

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recover from the Bidder liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders / Subcontractors

- (1) In case of Sub-contracting, the Principal Bidder shall take the responsibility of the adoption of Integrity Pact by the Sub-Bidder.
- (2) The GGB will enter into agreements with identical conditions as this one with all Bidders and Bidders.
- (3) The GGB will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s) / Bidder(s) /Sub- Bidder(s)

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

Section 8 - Independent External Monitor

The GGB has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission.

The names and Email ID of Independent External Monitors are as under:

Mr. Anup Kumar Nayak (E-mail ID: anupnaya@gmail.com)

Ms. Rashmi Goel (E-mail ID: rashmijaingoel@yahoo.co.in)

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.

- (1) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/ her to treat the information and documents of the Bidders/Bidders as confidential.
- (2) The Bidder(s) / Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the GGB including that provided by the Bidder. The Bidder will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-Bidders.



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- (3) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Bidder(s) / Sub-Bidder(s) with confidentiality. The Monitor has also signed 'Non-Disclosure of Confidential Information'. In case of any conflict of interest arising during the selection period or at a later date, the IEM shall inform GGB and recuse himself / herself from that case.
- (4) The GGB 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 GGB and the Bidder. 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/ she will so inform the Management of the GGB 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 GGB officials within 15 days from the date of reference or intimation to him by the GGB and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the GGB, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the GGB 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- Facilitation of Investigation

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

Section 10 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the selected Bidder till the contract period, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by GGB.

Section 11 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Head Office of the GGB, i.e. Gujarat (State of Jurisdiction to be mentioned).
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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- (4) Should one or several provisions of this agreement turn out to being valid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to the original intentions.
- (5) Issues like scope of work, Warranty/ Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and RFP/ RFQ/ tender documents and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the GGB)

(For & On behalf of Bidder/ Bidder)

(Office Seal)

(Office Seal)

Place:

Date:

Witness1:

(Name & Address)

Witness2:

(Name & Address)





Delivery Schedule / TAT (Turnaround Time) & Delivery Locations

TIMELINES FOR SUPPLY OF STATIONERY ITEMS TO VARIOUS BRANCHES/OFFICES

Service Category	Duration (Timeline will start from the next day of receiving indent from the branch/office either online/other method)
Delivery of Stationery at Destination	Within 15 Days from date of receipt of purchase order from Bank
Complaint Redressal	Problem resolution within 7 days from the date of lodging issue/complaint. Delays in resolution after 7 days will attract penalty Rs. 100 per day per complaint
Reports/MIS	Various MIS/ report at regular interval apart from any specific report as demanded by bank.

Delivery Locations:

Region	Delivery Locations
Surendranagar	Limbdi, Surendranagar, Morbi, Dhrangadhra
Bhavnagar	Bhavnagar, Mahuva, Botad, Dhari
Rajkot	Gondal, Porbandar, Rajkot, Kalawad
Junagadh	Junagadh, Una, keshod
Jamnagar	Jamnagar, Jam khambhaliya, Jamjodhpur
Patan	Patan, Palanpur, Deesa
Bhuj	Bhuj, Gandhidham
Mehsana	Mehsana, Unjha
Himatnagar	Himatnagar, Gandhinagar
Vadodara	Nadiad, Vadodara
Godhra	Godhra, Dahod
Surat	Bharuch, Surat
Valsad	Valsad, Bilimora, Vapi

Note:

Vendor must deliver stationery as per order to above locations. Bank reserves the right to add a new delivery location/change the delivery location at time.





SERVICE LEVEL AGREEMENT AND NON-DISCLOSER AGREEMENT

This Agreement is made in Vadodara on this..... Day of 20... by and between Gujarat Gramin Bank, body corporate constituted under the RRB Act 1976 having its Head Office at 3rd & 4th Floor, Suraj Plaza-I, Sayajigunj, Vadodara-390 020, hereinafter for brevity sake referred to as "Bank" (which expression shall, unless repugnant to the context or meaning, include its successors and assigns) of the one Part;

AND

_____, a company incorporated under the Companies Act 1956/ 2013, India, having its registered office at _____, hereinafter referred to as "the Service Provider" (which expression shall, unless repugnant to the context and meaning thereof include its subsidiaries, affiliates, successors and permitted assigns) of the other Part, (Bank and the Service Provider hereinafter are individually referred to as "Party" and collectively as "Parties")

WHEREAS

- (i) The Bank is having a network of 745 branches and 15 Administrative offices spread across Gujarat state. The Bank offers wide range of products and services to both Corporate and Retail Customers.
- (ii) The selected vendor(s) will be supplying the stationery items to branches/offices of the Bank within stipulated timelines as per indent received apart from providing various MIS & support services.
- (iii) The stationery management in the Bank includes customized stationery items in the form of various registers, forms and vouchers etc. These customized items need to be got printed specifically as per the requirement of the various branches/offices of Bank on the prescribed paper, format, quality, colour and size etc. with particular font and may be bilingual or trilingual depending on the requirement.
- (iv) For selection of Vendors for printing and supply of stationery for branches/offices of the bank as per requirement for a period of 3 years in the Bank, Bank had issued REQUEST FOR PROPOSAL (RFP) .
- (v) The Vendor is engaged in the business of providing Printing Management & various services associated with Printing and had participated in the above RFP floated by the Bank.
- (vi) The Vendor was selected as (L1/L2) Vendor for supplying of standardized / non-standardized items to the Bank's Branches/offices. The Vendor has confirmed acceptance of L1 rates vide its Letter Ref No.dated
- (vii) By participation, the Vendor has represented/confirmed to the Bank that it is capable to meet scope of work & fulfils all the eligibility criteria, has the requisite skill, knowledge, professional expertise, infrastructure, robust IT Platform and experienced persons to carry out the functions in the manner consistent with the best practices in the industry and shall carry out the services professionally with due diligence and care





NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following terms and conditions hereinafter Contained: -

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS

1. DEFINITIONS

- I. Bank, GGB means 'Gujarat Gramin Bank'
- II. RFP means Request For Proposal
- III. TAT Means Turn around time
- IV. AWB means Air Way Bill
- V. SLA means Service Level Agreement
- VI. Total Cost of Ownership (TCO)
- VII. SPOC means Single Point of Contact

2. TERM

This Agreement shall come into force on and shall be in force and will be valid for a period of three years. However, the Bank also reserves the right to extend the period of contract with the successful bidders for a period not exceeding one year on or before the expiry of validity period as above (or may discontinue the contract if work is not as per the prescribed specification and within the time period set by the Bank).

3. SCOPE OF SERVICE

- 3.1 The Vendors shall be responsible for printing and supply of stationery for branches/offices of the bank as per requirement for a period of 3 years i.e. printing/procurement of all standardized stationery items in specified formats, quality, specifications and supplying the same within specified TAT to the branches/offices as per work order placed by the Bank.
- 3.2 Vendor must deliver stationery as per order to locations mentioned in RFP document. Bank reserves the right to add a new delivery location/change the delivery location at time.
- 3.3 Bank reserves the right to change/modify/realign/reallocate the Branches/Offices/Regions as per its Administrative/otherwise requirements at prior Notice to the Vendor. Bank's decision in this regard will be final and binding.
- 3.4 The Vendor will be required to supply stationery items as per the indents raised by the Bank's Regions/branches/offices during the period of contract at the contracted rate within the specified timeline. The Stationery items have to be delivered within 15 days from date of receipt of purchase order issued by the Bank.
- 3.5 Vendor may also be given some other additional area and/or some area/Regions may be removed/ modified purely at the discretion of Bank as per its requirement for supply of items at the same contracted rate.
- 3.6 Bank reserves the right to procure item/items from some other Vendor(s) and/or Vendor(s) of other Region(s) in case of non-performance or as per its requirement.



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Bank is not bound to procure all the Stationery items of its requirement from the Vendor.

- 3.7 The list of various items along with tentative consumption in terms of quantity as well as specifications has already been shared in **RFP (Annexure 16)**. However, the items mentioned are only tentative and this number may further increase or decrease considering language (Single/ bilingual/trilingual) as well as fabrication (Perforation, Folding, Pad Form, booklet, letter form, Centre Pinning, Centre sewing, Centre gluing, Serial Numbering, bar coding, other customized format etc) **and should have ability to create artworks of stationery forms in Gujarati, English and Hindi languages as per the requirement of the bank without any additional cost .**
- 3.8 The quantities of printing stationery items indicated in the bid document are only estimated and are provided for the purpose of bid evaluation. The actual requirement during the contract period of three years may increase or decrease depending upon the Bank's operational requirements. The Bank does not guarantee procurement of the estimated quantities and shall not be liable to procure any minimum quantity. The successful bidder shall supply the stationery items at the approved rates for the actual quantities ordered by the Bank during the contract period
- 3.9 "It is envisaged that there may be intermittent modifications in some/many of existing stationery items. Similarly, new stationery items may also have to be introduced periodically, to meet business regulatory requirements. In all such cases, the number of pages increased will be primary determinant in fixing the pricing of these items. Which will be arrived at by rates of comparable items/changes made or rate discovered by the bank. Bank's decision in this regard will be final and acceptable to all vendors.
- 3.10 Vendor will have to execute modifications/deletion/addition if any in existing stationery items promptly within the timelines specified by the Bank on a case-to-case basis. **While the bank will take utmost care, the loss on account of discontinuation/modification of any stationery items cannot be claimed from Bank by the vendor.**
- 3.11 Vendor should as per its capability/plan keep stocks of item or may print & supply after receipt of order, however the timelines have to be maintained in any case. Though the Bank will be sharing with selected vendor the consumption pattern available with it, the vendor has to take its own decision about stock keeping. Though a tentative consumption details has been given in the RFP there is no guarantee of any minimum quantity for procurement. Vendors to note that not only the number of item to be supplied but its consumption may also vary.
- Branches/Offices of the Bank will issue multiple purchase orders i.e. indent through E-mail for their stationery requirements as and when required.
- 3.12 At times the Vendor may be asked to supply stationery (Existing or new) in bulk. Vendor should maintain the capability & infrastructure to meet the Bank's urgent requirement without any delay.
- 3.13 The items should be dispatched properly and securely packed and unloaded at the destination branch/offices in undamaged condition. Packing and marking of the consignments should strictly conform to the stipulations provided by the Bank from time to time. The chief objective of any packaging is to provide protection to the material from any transit and storing damage. The packaging should also ensure easy handling of the material in dispatch, storage & unloading. The items received in

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damaged condition/damaged packing may not be accepted by the bank. Vendor may have to bear entire cost as per decision of the bank.

- 3.14 Vendor also has to help bank in creating soft copy/artwork of items in a time bound manner, within the timelines specified by the Bank on a case-to-case basis. It also needs to update/share the repository periodically with the bank.
- 3.15 The rate for any new/modified items with different specifications will be arrived at on the basis of existing similar items price or through fresh bid from empaneled vendors for providing Stationery. The rate so arrived will be acceptable to the vendors of all the zones.
- 3.16 In case of any issue/ grievance, mechanism of sms/e-mail/Toll Free Number/Complain raising portal facility should be available. As the entire process is based on the backbone of IT infrastructure, the Vendor shall maintain their IT infrastructure up to date with latest IT security features and without any glitches.
- 3.17 The delivery/supply mechanism with monitoring and tracking system is to be clearly laid down by the vendor. The information updation/sharing should be on real time basis in the Vendor's Application/based on the integration of IT system of vendor with that of Bank.
- 3.18 A dedicated Team apart from Complaint module in Stationery Application as a Single Point of Contact (SPOC) for all issues pertaining to the stationery management and complaint redressal has to be provided by Vendor. An Escalation Matrix for all issues to be provided by the Vendor to Gujarat Gramin Bank.
- 3.19 The Bank may at its discretion with prior notice visit and inspect the Printing site, administrative offices and other offices or units of the Vendor as it may deem fit during the normal business hours.
- 3.20 The Vendor shall provide its services to Bank in standardizing the various forms/vouchers/registers for getting the optimum advantage of bulk ordering as well as reduce wastages leading to reduction in cost. The Vendor should share with the Bank any suggestion/feedback for further improvement.
- 3.21 **Supply of Inferior quality/different specifications of items or improper packing/damaged items may be rejected. If inferior quality is found, the penalty(20 percent of value of related purchase order) will be imposed on the entire supply made or the entire lot will be rejected at the discretion of the Bank and at the risk, responsibility, and cost of the vendor.** Similarly, items received in damaged condition may not be accepted and the entire cost may have to be borne by the vendor. Recurrence of such instances may render the vendor to be depanelled/ blacklisted apart from levy of penalty etc. in any disputes as regards quality/quantity of item/ packing material, the decision of the Bank will be final. However, the Bank shall inform the Vendor within one week from the receipt of delivery of Supply of Inferior quality/different specifications of items or improper packing/damaged item.
- 3.22 There will be penalty on account of delay in delivery, quality, specifications, grievance redressal, non-performance and other service deficiencies etc. Non maintenance of IT platform (regarding dovetailing/integration/maintenance of the system, MIS, call centre, grievance redressal, delivery management etc) as contracted and required to the satisfaction of Bank, may entail shifting of some areas/Regions, cancellation of contract, invocation of performance Guarantee apart from levy of penalty etc.



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3.23 As this is an end-to-end stationery printing process, Vendor is not expected to retreat from their obligation of the contract awarded due to any reason except with the mutual understanding of Bank and Vendor, after giving sufficient time for changes if any. Bank reserves the right for invocation of Performance Bank Guarantee and / or levy of penalties black listing etc. in such cases.

3.24 Vendor will have to raise the bills with following declarations/enclosures and submit them to the respective Region office in this regard.

- Acknowledged copy of delivery Challan
- Acknowledgement from the consignees

In case of difficulty/delay in collecting acknowledged copy from logistics/courier agency, some other physical proof of having delivered the items at branches/offices may be submitted (like confirmation letter from Logistic partner with dispatch details, date of delivery etc/Online Printout or confirmation from online sites of Logistic partners). However, in case of requirement by Bank, vendor will have to arrange for acknowledged delivery challan/transport receipt. Facility of online verification of POD (Proof of Dispatch & its physical acknowledgement by branches/offices) against each order will be a desired feature.

Invoice should be drawn with the break-up of total amount indicating separately Taxes, etc. The total cost of any item excluding taxes should be the same as agreed/finalized by the bank. GST guidelines are to be observed scrupulously.

Bank will have the right to modify/alter scope of the work/SLA/SOP as per its discretion/requirement though with mutual agreement/consent of Vendor.

4. STANDARDS

All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.

5. DELIVERY SCHEDULE/TAT/Delivery Locations

Service Category	Duration (Timeline will start from the next day of receiving indent from the branch/office either online/other method)
Delivery of Stationery at Destination	Within 15 Days from date of receipt of purchase order.
Complaint Redressal	Problem resolution within 7 days from the date of lodging issue/complaint. Delay in resolution after 7 days will attract penalty @ Rs. 100 per day per complaint
Reports/MIS	Various MIS/ report at regular interval apart from any specific report as demanded by bank. Delay/Non submission will entail suitable penalty.

Delivery Locations:

Region	Delivery Locations
Surendranagar	Limbdi, Surendranagar, Morbi, Dhrangadhra
Bhavnagar	Bhavnagar, Mahuva, Botad, Dhari
Rajkot	Gondal, Porbandar, Rajkot, Kalawad





Junagadh	Junagadh, Una, keshod
Jamnagar	Jamnagar, Jam khambhaliya, Jamjodhpur
Patan	Patan, Palanpur, Deesa
Bhuj	Bhuj, Gandhidham
Mehsana	Mehsana, Unjha
Himatnagar	Himatnagar, Gandhinagar
Vadodara	Nadiad, Vadodara
Godhra	Godhra, Dahod
Surat	Bharuch, Surat
Valsad	Valsad, Bilimora, Vapi

Vendor must deliver stationery as per order to above locations. Bank reserves the right to add a new delivery location/change the delivery location at time.

Penalty	Bank reserves its right of levying penalty charges apart from cancellation of contract for non-performance/ deficiency in services including quality, delay and non-response to any issue/complaint. In case of non-supply of items within given timelines, a penalty of 1 percent of the total consideration (related purchase order/related item value) for each day delay, subject to maximum amount of ten (10) percent of the total consideration (related purchase order/related item value) may be charged to vendor. If maximum is reached liquidated damages also becomes applicable. The Bank also reserves the right to shift some orders to some other vendor or altogether cancel the contract and/or forfeit the security deposit apart from levying penalty. Bank reserves the right to modify the timelines/penalties. Supply of Inferior quality/different specifications of items or improper packing/damaged items may be rejected. If inferior quality is found, the penalty(20 percent of value of related purchase order) will be imposed on the entire supply made or the entire lot will be rejected at the discretion of the Bank and at the risk, responsibility, and cost of the vendor. Similarly, items received in damaged condition may not be accepted and the entire cost may have to be borne by the vendor. Recurrence of such instances may render the vendor to be depanelled/ blacklisted apart from levy of penalty etc. in any disputes as regards quality/quantity of item/ packing material, the decision of the Bank will be final. However the Bank shall inform the Vendor within one week from the receipt of delivery of Supply of Inferior quality/different specifications of items or improper packing/damaged item.
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6. SINGLE POINT OF CONTACT & DIRECT SUPPORT

(Please incorporate following details – Name, designation, address, email address, telephone /mobile No..

Escalation matrix for support should also be provided with full details.



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GUJARAT GRAMIN BANK

Scheduled Bank Owned by Government

7. PAYMENT TERMS

The Bank shall pay to the Service provider for following items as per specifications as per rates approved after tender process:

A	B	C	D
Sr. NO	Item Description	Specification	Unit (Measurement)
1	HOUSING LOAN BOOKLET	76 page + title 9X11.5 (70 GSM WHITE AND LEDGER PAPER + TITLE 100 GSM ART WHITE PAPER) 2 SIDE PRINTING AND BOOKLER SIDE PINNING	Booklet
2	CAR LOAN BOOKLET	78 page + title 9X11.5 (70 GSM WHITE AND LEDGER PAPER + TITLE 100 GSM ART WHITE PAPER) 2 SIDE PRINTING AND BOOKLER SIDE PINNING	Booklet
3	KCC Booklet - Appli. Documents	40 page + TITLE 9X11.5 (70 GSM WHITE AND LEDGER PAPER + TITLE 90 GSM PINK) 2 SIDE PRINTING AND BOOKLET SIDE PINNING	Booklet
4	JLG Form Booklet	40 page + TITLE 9X11.5 (70 GSM WHITE AND LEDGER PAPER + TITLE 90 GSM BLUE) 2 SIDE PRINTING AND BOOKLET SIDE PINNING	Booklet
5	SAVINGS Current FIXED OPENING Form	4 page (8 sides) 9x11.5 (70 GSM A GRADE WHITE PAPER 2 SIDE 2 color 8 PAGE FOLDING) PKT OF 100	Form
6	NRE NRO A c. Opening Form	1 PAGE (2 side) 9x11.5 (70 GSM A GRADE WHITE PAPER 2 SIDE 2 color) PAD OF 100	Pad
7	C-KYC FORM Minor	1 PAGES (1 side) 9x11.5 (70 GSM A GRADE WHITE PAPER 1 SIDE 2 color) PAD OF 100	Pad
8	WITHDRAWAL FORM - SB	1 PAGE (1 SIDE) 5.1 X 3.75 (70 GSM A GRADE WHITE PAPER 1 SIDE 2 color) PAD OF 100	Pad
9	RECURRING Ichchhashakti A C OPENING FORM	1 PAGE (1 SIDE) 9X11.5 (70 GSM A GRADE LEDGER PAPER 1 SIDE 1 COLOR) PAD OF 100	Pad
10	ATM card request Application form	1 PAGE (1 SIDE) 9x11.5 (70 GSM WHITE PAPER A GRADE 1 SIDE 1 COLOR) PAD OF 100	Pad
11	KCC Card ATM Application Form	1 PAGE (1 SIDE) 9x11.5 (70 GSM WHITE PAPER A GRADE 1 SIDE 2 COLOR) PAD OF 100	Pad
12	Yellow Voucher cover	2 PAGE (1 SIDE) 7.5X20 (90 GSM YELLOW TITLE PAPER 1 SIDE 1 COLOR WITH INNER LAMINATION) PKT OF 100	Voucher
13	RTGS NEFT form	1 PAGE (1 SIDE) 9x11.5 (70 GSM WHITE PAPER A GRADE 1 SIDE 1 COLOR) PAD OF 100	Pad
14	FDR cover plastic	PLASTIC COVER 6.5X9.5 (350 M 1 SIDE 1 COLOR) PKT OF 100	Cover
15	CHEQUE RETURN MEMO	1 PAGE (2 SIDE) 5.5X8.5 (70 GSM WHITE PAPER 2 SIDE 1 COLOR) PAD OF 100	Pad
16	TRANSFER VOUCHER - CREDIT	1 PAGE (1 SIDE) 4.5X7.5 (58 GSM WHITE PAPER 1 SIDE 1 COLOR) PAD OF 100	Pad
17	TRANSFER VOUCHER - DEBIT	1 PAGE (1 SIDE) 4.5X7.5 (54 GSM PINK PAPER 1 SIDE 1 COLOR) PAD OF 100	Pad
18	CHEQUE COLLECTION SEHEDULE OBC Schedule	1 PAGE (1 SIDE) 5.5X8.5 (70 GSM WHITE PAPER 1 SIDE 1 COLOR) PAD OF 100	Pad
19	CASH STICHING SLIP BOOK IN TWO	1 PAGE (1 SIDE) 2.25X8.5 (70 GSM WHITE PAPER 1 SIDE 1 COLOR) PAD OF 100	Pad
20	AGRICULTURE LOAN APPLICATION FORM	3 PAGE (6 SIDE) 9X11.5 (70 GSM WHITE PAPER 2 SIDE 1 COLOR WITH PINNING) PKT OF 100	Form

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21	CROP LOAN APPLICATION FORM SHORT TERM	1 PAGE (1 SIDE) 9x11.5 (70 GSM WHITE PAPER A GRADE 1 SIDE 1 COLOR) PAD OF 100	Pad
22	Hypothication of Standing Crops	3 PAGE (6 SIDE) 9X11.5 (70 GSM LEDGER PAPER 2 SIDE 1 COLOR WITH PINNING) PKT OF 100	Form
23	ATTESTATION MEMO	1 PAGE (1 SIDE) 6.5x8.5 (70 GSM WHITE PAPER 1 SIDE 1 COLOR) PAD OF 100	Pad
24	D.P.NOTE SINGLE	1 PAGE (1 SIDE) 5.5X9 (70 GSM GRADE A LEDGER PAPER 1 SIDE 1 COLOR) PAD OF 100	Pad
25	D.P.NOTE - JOINTLY	1 PAGE (1 SIDE) 5.5X9 (70 GSM GRADE A LEDGER PAPER 1 SIDE 1 COLOR) PAD OF 100	Pad
26	GURANTORS FORM Letter of Guarantee	1 PAGE (1 SIDE) 9X11.5 (70 GSM GRADE A LEDGER PAPER 1 SIDE 1 COLOR) PAD OF 100	Pad
27	LOAN AGREEMENT LETTER dhiran karar patra	3 PAGES (6 SIDE) 9X11.5 (70 GSM GRADE A LEDGER PAPER 1 SIDE 1 COLOR WITH PINNING) PKT OF 100	Form
28	EKRARNAMA	1 PAGE (2 SIDE) 9x11.5 (70 GSM WHITE Paper 2 SIDE 1 color) PAD OF 100	Pad
29	Letter of Installment	1 PAGE (1 SIDE) 6.5x8.5 (70 gsm WHITE Paper 1 SIDE 1 COLOR) PAD OF 100	Pad
30	Common PAY IN SLIP	10 PAGES (1 SIDE) 4.5X11.25 (58 GSM A GRADE white PAPER 1 SIDE 1 COLOR) Book of 10 page + craft paper 1 perforation + pin binding	Book
31	FD Pay in Slip	50 pages (1 side) 6x11.25 (54 GSM yellow color 1 side 1 color) pad of 50 pages 1 perforation	Pad
32	LETTER OF ACKNOWLEDGEMENT DEBT - LAD	1 PAGE (2 SIDE) 9X11.5 (70 GSM A GRADE LEDGER PAPER 1 COLOR 2 SIDE) PAD OF 100	Pad
33	LETTER HEAD MEDIUM WHITE A-4	1 PAGE (1 SIDE) 210X297 MM (100 GSM BOND PAPER 4 COLOR PRINTING)	Letter Head
34	POST Inspection Report	1 page (2 side) 9x11.5 (70 GSM white PAPER 1 color 2 side) pad of 100	Pad
35	PRE Inspection Report	1 page (2 side) 9x11.5 (70 GSM white PAPER 1 color 2 side) pad of 100	Pad
36	Dhiran Vitran Chakasni Patrak	2 PAGE (4 SIDE) 9 X11.5 (70 GSM LEDGER PAPER 1 color 2 side)	Form
37	LETTER OF CONTINUING SECURITY	1 PAGE (1 SIDE) 9X11.5 (70 GSM A GRADE LEDGER PAPER 1 COLOR 1 SIDE) PAD OF 100	Pad
38	PERSONAL LOAN APPLICATION FORM CLEAN LOAN	9 PAGE (ALL 9 PAGES ON 1 SIDE) 9X11.5 (70 GSM WHITE PAPER 1 SIDE 1 COLOR) PKT OF 100 SIDE PINNING	Form
39	FORM NO 97	2 page (4 side) 9x11.5 (70 GSM white PAPER 2 side 1 color) pKT of 100	Form
40	SAVINGS PASS BOOKS - CBS	8 pages (16 side) + Title 5.5x4.25 (70 GSM A GRADE White PAPER inner 2 side 1 color+170 GSM ART PAPER Title front multi color , back side single color with thread binding)	Passbook
41	CASH SCROLL	50 PAGES (100 SIDE) 8.5X13.5 (70 GSM WHITE PAPER 2 SIDE 1 COLOR) CORNER PATTY REGISTER BINDING WITH NUMBERING	Register
42	CHEQUE BOOK REGISTER	50 PAGES (100 SIDE) 8.5X13.5 (70 GSM WHITE PAPER 2 SIDE 1 COLOR) CORNER PATTY REGISTER BINDING WITH NUMBERING	Register

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43	CASH RECEIPT PAYMENT BOOK	150 PAGE (300 SIDE) 10X15 (70 GSM LEDGER PAPER 2 SIDE 1 COLOR) SECTION SILAI WITH CORNER PATTY REGISTER BINDING WITH NUMBERING	Register
44	CASH BALANCE BOOK	150 PAGE (300 SIDE) 10X15 (70 GSM LEDGER PAPER 2 SIDE 1 COLOR) SECTION SILAI WITH CORNER PATTY REGISTER BINDING WITH NUMBERING	Register
45	MUSTER REGISTER	50 PAGES (100 SIDE) 10X15 (70 GSM LEDGER PAPER 2 SIDE 1 COLOR) CORNER PATTY REGISTER BINDING WITH NUMBERING	Register
46	INWARD OUTWARD REGISTER	50 PAGES (100 SIDE) 8.5X13.5 (70 GSM WHITE PAPER 2 SIDE 1 COLOR) CORNER PATTY REGISTER BINDING WITH NUMBERING	Register
47	KEY REGISTER	50 PAGES (100 SIDE) 8.5X13.5 (70 GSM WHITE PAPER 2 SIDE 1 COLOR) CORNER PATTY REGISTER BINDING WITH NUMBERING	Register
48	LOAN APPLICATION RECEIVED REGISTER	50 PAGES (100 SIDE) 8.5X13.5 (70 GSM WHITE PAPER 2 SIDE 1 COLOR) CORNER PATTY REGISTER BINDING WITH NUMBERING	Register
49	Loan Sanction Register	50 PAGES (100 SIDE) 8.5X13.5 (70 GSM WHITE PAPER 2 SIDE 1 COLOR) CORNER PATTY REGISTER BINDING WITH NUMBERING	Register
50	C-KYC Application FORM	1 PAGE (2 sides) 9x11.5 (70 GSM A GRADE WHITE PAPER 2 SIDE 2 color) PAD OF 100	Pad
51	FATCA FORM ANNEXURE 1	1 PAGE (2 sides) 9x11.5 (70 GSM A GRADE WHITE PAPER 2 SIDE 2 color) PAD OF 100	Pad
52	Cash Bundle Stickers	1 PAGE (1 SIDE) 7.5X.75 (90 GSM STICKER PAPER 1 SIDE 1 COLOR) PKT OF 50 SHEET	Sticker
53	Envelope 11x5	ENVELOPE 11X5 80 GSM 1 SIDE 1 COLOR BLUE INK PRINTING	Envelope
54	Envelope 9.5 x 4.5	ENVELOPE 9.5X4.5 80 GSM 1 SIDE 1 COLOR BLUE INK PRINTING	Envelope
55	Envelope 15x11	ENVELOPE 15X11 80 GSM 1 SIDE 1 COLOR BLUE INK PRINTING	Envelope
56	Letter of Acceptance of Terms Conditions - Loan Sanction	1 page (2 side) 9x11.5 (70 GSM white PAPER 2 side 1 color) pad of 100	Pad
57	PMJBY forms	1 page (2 side) 9x11.5 (70 GSM white PAPER 2 side 1 color) pad of 100	Pad
58	PMSBY forms	1 page (2 side) 9x11.5 (70 GSM white PAPER 2 side 1 color) pad of 100	Pad
59	APY forms	1 page (1 side) 9x11.5 (70 GSM white PAPER 1 side 1 color) pad of 100	Pad
60	Locker operation Register	50 PAGES (100 SIDE) 8.5X13.5 (70 GSM WHITE PAPER 2 SIDE 1 COLOR) CORNER PATTY REGISTER BINDING WITH NUMBERING	Register
61	Recovery Register	50 PAGES (100 SIDE) 8.5X13.5 (70 GSM WHITE PAPER 2 SIDE 1 COLOR) CORNER PATTY REGISTER BINDING WITH NUMBERING	Register
62	Multi Purpose Form	1 page (1 side) 9x11.5 (70 GSM white PAPER 1 side 1 color) pad of 100	Pad

The terms of payment shall be as follows:

- No advance payment would be done against purchase order. Income Tax (TDS) & GST TDS. will be deducted at source as per the prevailing Tax Rules.
- 100% of the value of the undisputed invoice shall be paid. Bidder has to submit the invoices along with original delivery proof duly signed by bank's official.
- If any penalty is imposed for non-payment of octroi/local taxes etc. shall be borne by

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the vendor.

- j) If the work is not found to be of good quality as per the specification given by the bank then the Bank will have the right to apply penalty or make suitable deductions from the payable amount or material delivered will be rejected without paying any price / compensation. The decision of the Bank in this regard will be final.
- k) Bank will not give any assurance for payment of any non-conforming product/services provided by vendor. No indemnity/assurance on payment will be given and vendor may stand to forfeit PBG according to gravity of the situation.
- l) Payment (after TDS & GST TDS etc. as applicable) will be made online by Respective Regional Office.

8. SET-OFF

Without prejudice to other rights and remedies available to Bank shall be entitled to set-off or adjust any amounts due to Bank under this clause from the Service Provider against payments due and payable by Bank to the Service Provider for the services rendered.

The provisions of this Clause shall survive the termination of this Agreement.

9. COVENANTS OF THE SERVICE PROVIDER

The Service Provider shall deploy and engage suitably experienced and competent personnel as may reasonably be required for the performance of the services. During the currency of this Agreement, the Service Provider shall not substitute the key staff identified for the services mentioned in this Agreement.

The Service Provider shall forthwith withdraw or bar any of its employee/s from the provision of the services if, in the opinion of BANK:

- (i) The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by BANK; or
- (ii) The engagement or provision of the services by any particular employee is prejudicial to the interests of BANK.

All employees engaged by the Service Provider shall be in sole employment of the Service Provider and the Service Provider shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall BANK be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the Service Provider.

The Service Provider:

- i. Shall be responsible for all negotiations with personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.
- ii. Shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.
- iii. Shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.
- iv. Shall not exercise any lien on any of the assets, documents, instruments or material belonging to BANK and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from BANK.



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- v. Shall regularly provide updates to BANK with respect to the provision of the services and shall meet with the personnel designated by BANK to discuss and review its performance at such intervals as may be agreed between the Parties.
- vi. Shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to code of Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.
- vii. Shall not violate any proprietary and intellectual property rights of BANK or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.
- viii. shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness as designated by the BANK and communicated to the Service Provider from time to time.
- ix. shall not work in a manner which, in the reasonable opinion of BANK, may be detrimental to the interests of BANK and which may adversely affect the role, duties, functions and obligations of the Service Provider as contemplated by this Agreement.
- x. shall be liable to BANK for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the Service Provider while providing the services to the BANK.
- xi. shall itself perform the obligations under this Agreement and shall not assign, transfer or sub-contract any of its rights and obligations under this Agreement except with prior written permission of BANK.
- xii. Service Provider shall comply with the Bank's Code of Ethics, available on the Bank's website>Shareholder's Corner> Policies/Codes> Our Code of Ethics, during the validity period of this agreement/contract.

10. CONFIDENTIALITY

The Service Provider acknowledges that in the course of performing the obligations under this Agreement, it shall be exposed to or acquire information of the bank, which the Service Provider shall treat as confidential.

- a. All GGB's product and process details, documents, data, applications, software, systems, papers, statements and business / customer information which may be communicated to or come to the knowledge of Service Provider or Service Provider's employees during the course of discharging their obligations shall be treated as absolutely confidential and Service Provider irrevocably agrees and undertakes and ensures that Service Provider and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without prior written permission of GGB. The Service Provider shall not use or allow to be used any information other than as may be necessary for the due performance by Service Provider of its obligations hereunder.
- b. Service Provider shall not make or retain any copies or record of any Confidential Information submitted by GGB other than as may be required for the performance of Service Provider.
- c. Service Provider shall notify GGB promptly of any unauthorized or improper use of

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disclosure of the Confidential Information.

- d. Service Provider shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable Service Provider shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Service Provider or its affiliates.
- e. Service Provider shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
- f. Service Provider hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of the engagement Agreement/ Work Order or any other oral or written information which may contain, hold or bear confidential information or disclose the information submitted by GGB under any other Agreement to any third party unless such disclosure is mandatorily required by law or if it is required necessarily to be disclosed to any other agency/subcontractor or the like for the purpose of performing any of its obligations under the contract.

However the Confidential Information will not be limited to the information mentioned above but not include the following as Confidential Information:

- i. Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
- ii. Prior to the disclosure by GGB was known to or in the possession of the Service Provider at the time of disclosure ;
- iii. Was disclosed or parted with the prior consent of GGB;
- iv. Was acquired by Service Provider from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from GGB.
 - The Service Provider agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.
 - In any dispute over whether information or matter is Proprietary Information or not mentioned herein, it shall be the burden of Service Provider to show that such contested information or matter is not Proprietary Information within the meaning of this Agreement, and that it does not constitute violation under any laws for the time being enforced in India.

Notwithstanding above, GGB shall take all the reasonable care to protect all the confidential information of service provider delivered to GGB while performing of the services.

The confidentiality obligations shall survive the expiry or termination of the Agreement between the Service Provider and the Bank.

11. Data Protection clause.

- a) Data pertaining to Bank in any form shall be used only for limited purpose permitted by Bank.
- b) The Service Provider shall immediately dispose of the data after completion of its permitted use as per the Bank's instructions.



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- c) In case Bank observes that the data have not been purged/deleted at Service Provider's end from all servers/storage as per Bank's instruction, bank may claim indemnity from Service Provider for actual loss suffered by it without any limit.
- d) The Service Provider shall immediately purge data or any of its remains upon termination of this agreement between bank and Service Provider.
- e) Data provided by Bank to Service Provider for a particular purpose can't be used by Service Provider for any other purpose.
- f) Bank shall have the right to obtain and analyze Service Provider's latest Internet Security audit report, external validations of data security measures and BCM activity report.
- g) Bank shall have a right to conduct verification of IT security measures and cyber security measures adopted by the Service Provider.
- h) Bank may claim indemnity for any sort of data breach of its customers by any act/omission of Service Provider.
- i) The Service Provider shall strictly follow the provisions of "THE DIGITAL PERSONAL DATA PROTECTION ACT, 2023" from its effective date as per the relevant notification of Government of India in the Official Gazette at any point of time in future during the currency of this agreement.

12. INDEMNITY

The Service Provider shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Service Provider under this Agreement; and/or
- An act or omission of the Service Provider and/or its employees, agents, sub-contractors in performance of the obligations under this Agreement; and/or
- Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Service Provider, against the Bank; and/or
- Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Service Provider to its employees, its agents, contractors and sub-contractors
- Breach of any of the term of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Service Provider under this Agreement; and/or
- Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- Breach of confidentiality obligations of the Service Provider contained in this Agreement; and/or
- Negligence or gross misconduct attributable to the Service Provider or its employees or sub-contractors.

The Service Provider shall at its own cost and expenses defend or settle at all point of time any claim against the Bank that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, the Bank:

- notifies the Service Provider in writing as soon as practicable when the Bank becomes

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- aware of the claim; and
- cooperates with the Service Provider in the defense and settlement of the claims.

However, (i) the Service Provider has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Service Provider with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Service Provider, except where the Bank is required by any authority/regulator to make a comment/statement/representation.

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Service Provider, after due inspection and testing and at no additional cost to the Bank, shall forthwith either

- 1) Replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or
- 2) Obtain a license for the Bank to continue the use of the software / equipment, as required by the Bank as per the terms and conditions of this Agreement and to meet the service levels; or
- 3) Refund to the Bank the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause Shall be exercised by the Bank in the event of the failure of the Service Provider to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

The Service Provider shall not be liable for defects or non-conformance resulting from:

- Software, hardware, interfacing, or supplies for the solution not approved by Service Provider; or
- Any change, not made by or on behalf of the Service Provider, to some or all of the deliverables supplied by the Service Provider or modification thereof, provided the infringement is solely on account of that change ;

Indemnity shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by customer and / or regulatory authorities for reasons attributable to breach of obligations under this agreement by the Service Provider.

In the event of Service Provider not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, the Bank has the right to recover the amounts due to it under this provision from any amount payable to the Service Provider under this project.

The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this Agreement.

13. PROPERTY RIGHTS

Each Party owns and retains all rights, title and interests in and to its respective Pre-Existing Intellectual Property and Independent Intellectual Property. Independent Intellectual Property means any Intellectual Property developed by a Party independently of the applicable statement of work. "Pre-Existing Intellectual Property" means any Intellectual Property owned by a Party, or licensed to such Party (other. than by the other Party), as at the commencement date of the applicable statement of work.

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Whereas title to all inventions and discoveries made jointly by the parties resulting from the Work performed as per this agreement shall reside jointly between the parties. Both the parties shall mutually decide the future course of action to protect/ commercial use of such joint IPR. The Intellectual Property Rights shall be determined in accordance with Indian Laws.

Without prejudice to above paras all the interim/ final deliverables shall be property of bank. Subject to requisite payments the service provider deemed to grand exclusive, perpetual rights to use of the deliverables in favor of bank.

14. PERFORMANCE GUARANTEE/SECURITY DEPOSIT

Service Provider, shall provide unconditional and irrevocable Performance Bank Guarantee for Rs-----/- (Rupees _____ Only) in favour

of Gujarat Gramin Bank from any scheduled commercial bank other than Gujarat Gramin Bank as acceptable to Gujarat Gramin Bank towards due performance of the contract in accordance of this Agreement. The Performance Guarantee shall be valid for a period of 42 months with additional claim period of three months after expiry of validity period.

Security Deposit can also be submitted in the form of Fixed Deposit drawn in favor of "Gujarat Gramin Bank, A/c (Service provider name)" and lien noting in favor of Gujarat Gramin Bank, Head Office, Vadodara should be endorsed on the Fixed Deposit.

15. TERMINATION

In following events, Bank shall terminate this assignment or cancel any particular order if service provider:

breaches any of its obligations set forth in this agreement and such breach is not cured within 15 Working Days after Bank gives written notice; or

- Failure by Service Provider to provide Bank, within 15 working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
- The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and found to be unsatisfactory.
- Supply of substandard materials/ services
- Delay in delivery / installation / commissioning of services.
- Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- If deductions of penalty exceeds more than 10% of the total contract price.

Further Bank may terminate this agreement on happening of following events:

- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the Service Provider and such appointment continues for a period of twenty one (21) days;
- The Service Provider is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.
- The Service Provider becomes insolvent or goes into liquidation voluntarily or otherwise
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- The Service Provider becomes the subject of a court order for its winding up.

Notwithstanding above, in case of change of policy or any unavoidable circumstances or

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without any reason Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Service Provider at least 30 days prior notice in writing.

Effect of termination

If bank terminates or cancels the assignment on the default mentioned in the termination clause, in such case Gujarat Gramin Bank reserves the right to get the balance contract executed by another vendor of its choice. In this event, the Service Provider shall be bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the selection of a new service provider and for execution of the balance of the contract.

Immediately upon the date of expiration or termination of the Agreement, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.

Without prejudice to the rights of the Parties, upon termination or expiry of this Agreement, Bank shall pay to Service Provider, within thirty (30) days of such termination or expiry, All the undisputed fees outstanding till the date of termination;

Upon the termination or expiry of this Agreement:

- The rights granted to Service Provider shall immediately terminate.
- The Service Provider shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
- Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Service Provider, being used by Service Provider to provide the Services and (ii) the assignable agreements, Service Provider shall, use its reasonable commercial endeavors to transfer or assign such agreements and Service Provider Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
- Upon Bank's request in writing, Service Provider shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Service Provider to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.
- In the event that this Agreement is terminated for any reasons, either Party shall forthwith hand over to the other the possession of all documents, material and any other property belonging to the other that may be in the possession of the Party or any of its employees, agents or individuals.

16. CORPORATE AUTHORITY

The Parties represent that they have taken all necessary corporate action and sanction to authorize the execution and consummation of this Agreement and will furnish satisfactory evidence of same upon request.

17. LAW, JURISDICTION AND DISPUTE RESOLUTION

This Agreement shall be governed and construed and enforced in accordance with the laws of India. both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Vadodara shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

ARBITRATION

- a) The Bank and the Service Provider shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers/ directors of the Bank and the Service Provider, any disagreement or dispute arising between them under or in connection with the contract.

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- b) If the Bank project manager/director and Service Provider project manager/ director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Service Provider and Bank respectively.
- c) If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Service Provider and Bank, the Bank and the Service Provider have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
- d) All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings.
- e) The place of arbitration shall be Vadodara. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings
- f) The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

18. AUDIT

All Service Provider records with respect to any matters covered by this Agreement shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the Service Provider provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Service Provider's premises without prior notice to ensure that data provided by the Bank is not misused. The Service Provider shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.

19. LIMITATION OF LIABILITY

Except the grounds mentioned under the para two of this clause, Service Provider's aggregate liability in connection with obligations undertaken as a part of the Agreement regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.

However, Service Provider's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Service Provider, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

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Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Service Provider as part of procurement under the Agreement.

Under no circumstances GGB shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if GGB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement.

All employees engaged by the party shall be in sole employment of the party and the respective parties shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall other party be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the other party.

20. PUBLICITY

Any publicity by the Service Provider in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

21. INDEPENDENT ARRANGEMENT

This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties. The Service Provider acknowledges that its rendering of services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold it out to be an employee, agent or servant of Bank or Affiliate thereof.

22. SUBCONTRACTING

The Service Provider shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required by it under the contract without the prior written consent of the Bank.

23. ASSIGNMENT

The Service Provider agrees that the Service Provider shall not be entitled to assign any or all of its rights and or obligations under this Agreement to any entity including Service Provider's affiliate without the prior written consent of the Bank.

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this Agreement along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the obligations of the Service Provider under this Agreement.

24. NON – SOLICITATION

The Service Provider, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to





recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

25. VICARIOUS LIABILITY

The Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors, etc., if any, engaged by the Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the Service Provider for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the Service Provider shall be paid by the Service Provider alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Service Provider's employees, agents, contractors, subcontractors etc. The Service Provider shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Service Provider's employees, agents, contractors, subcontractors, etc.

26. FORCE MAJEURE

The Service Provider shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, acts of Government of India in their sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war.

If a Force Majeure situation arises, the Service Provider shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the Service Provider shall continue to perform Service Provider's obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and Service Provider shall hold consultations in an endeavor to find a solution to the problem.



Head office

3rd & 4th Floor, Suraj Plaza-1, Sayajigunj, Vadodra – 390 020, Gujarat, India

Tel. No. 0265 – 2361210 & 2361260





27. SURVIVAL:

The expiry or the termination of this Agreement does not relieve either party of its obligations which by their nature ought or intend to survive the termination of this Agreement including without limitation to the clauses of confidentiality, indemnity, limitation of liability, and covenants of the parties.

28. COMPLIANCE OF BANK'S CODE OF ETHICS

Successful Vendor/Service Provider/Supplier/ Consultant/Contractor, who will be selected according to the service/work/project for which the proposal or quotation is invited shall comply with the Bank's Code of Ethics.

28. MISCELLANEOUS

Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.

No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile to the person at the address given below. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

The addresses referred to hereinabove are:

If to the Gujarat Gramin Bank:

The General Manager
Head Office., 3rd & 4th Floor
Suraj Plaza-1,
Sayajigunj,
Vadodara 390 020

If to the
Address _____
ATTN: _____

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto. In case of any contradiction in the terms of RFP, offer document and Purchase Order etc, and this Agreement the terms hereof shall prevail.

Neither this Agreement nor any provision hereof is intended to confer upon any Person other than the Parties to this Agreement any rights or remedies hereunder.

In connection with this Agreement, as well as all transactions contemplated by this Agreement

Head office

3rd & 4th Floor, Suraj Plaza-1, Sayajigunj, Vadodara – 390 020, Gujarat, India
Tel. No. 0265 – 2361210 & 2361260





ગુજરાત ગ્રામીણ બેંક

GUJARAT GRAMIN BANK

Scheduled Bank Owned by Government

each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.

The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

This Agreement may be signed in duplicate, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year first above written.

Signed and Delivered by the within named

For Gujarat Gramin Bank

For

Name:

Name:

Designation:

Designation:

Witness 1 :

Witness 1 :

કલે ગુજરાત ગ્રામીણ બેંક
For GUJARAT GRAMIN BANK
Bluekarn
મહા પ્રબંધક/General Manager

