

**TENDER NOTICE NO: AGVB /Acctts & Invt /86 /01/2024-25**

**DATE OF ISSUANCE OF TENDER: 16-07-2024**

**TENDER FOR PRINTING AND SUPPLY OF  
PERSONALIZED /NON-PERSONALIZED CHEQUE BOOKS,  
DEMAND DRAFT, BANKER'S CHEQUE, TERM DEPOSIT,  
FIXED DEPOSIT and CALL DEPOSIT RECEIPTS**



**Assam Gramin Vikash Bank  
Head Office  
Adams Plaza,  
Christianbasti  
Guwahati-781005**

**Bank's website - [www.agvbank.co.in](http://www.agvbank.co.in)**



অসম গ্ৰামীণ বিকাশ বেঙ্ক  
**ASSAM GRAMIN VIKASH BANK**

(A joint undertaking of Govt. of India, Govt. of Assam & Punjab National Bank)

Head Office: Adam's Plaza, M S S Path, Christianbasti, Guwahati – 781005, Assam

Phone No : 0361-2464107 (EPABX)

web site : [www.agvbank.co.in](http://www.agvbank.co.in) ; e-mail : [agvbank@yahoo.co.in](mailto:agvbank@yahoo.co.in)

**TENDER NOTICE NO. AGVB/A&I/86/01/2024-25**

**Date: 16-07-2024**

Assam Gramin Vikash Bank (hereinafter referred to as BANK / the Bank) having its Head Office at Adams Plaza, MSS Path, Christianbasti, Guwahati-781005 and 09 Regional Offices and 465 Branches across the State of Assam. In order to print Personalized/Non-Personalized Cheque Book, Demand Draft, Banker's Cheque, Call Deposit Receipts, Term Deposit Receipts, Fixed Deposit Receipts, the Bank proposes to invite Tender from IBA approved printers (hereinafter referred to as "Bidder"), who are capable and willing to undertake printing and supply of above mentioned Security Items as required by branches of the BANK within the given timeline and also provide MIS and complaint & grievance redressal system, in an efficient manner. The bidder should have the capability of timely printing and delivery of Security items. Interested printing concerns may submit their offers in the specified format to the General Manager, Assam Gramin Vikash Bank, Head Office, Adam's Plaza, MSS Path, Christianbasti, Guwahati-781005 within the date and time specified in the advertisement. The full advertisement covering the eligibility criteria and all other details are available in **Bank's website [www.agvbank.co.in](http://www.agvbank.co.in)**

**Date: 16-07-2024**

**GENERAL MANAGER**

**Guwahati**

## SCHEDULE OF EVENTS

SERIAL NO.	SEQUENCE OF EVENTS	DATE/TIME/LOCATION
1	Commencement of Tender	17-07-2024 10.00 AM
2	Last date for Submission of Bids	31-07-2024 5.00 PM
3	Date and Time of Opening of Technical Bid	01-08-2024 4.00 PM Representatives from Bidding Firms may be present during opening of Bid. However, Bids will be opened even in case of absence of any or all Bidders or their authorized representatives.
4	Date and Time of Opening of Financial Bid	01-08-2024 (After completion of Technical Bid Process) Representatives from Bidding Firms may be present during opening of Bid. However, Bids will be opened even in case of absence of any or all Bidders or their authorized representatives.
5	Place of Opening of Bids	Assam Gramin Vikash Bank Head Office, Adams Plaza, MSS Path, Christian Basti, Guwahati-781005
6	Earnest Money Deposit (Refundable)	Rs. 50,000.00 (Rupees Fifty Thousand) only in the form of NEFT to the credit of the following A/C,- A/C No.7281210000050 A/C Name: Assam Gramin Vikash Bank Bank: Assam Gramin Vikash Bank IFSC: PUNBORRBAGB
7	Security Deposit (To be held by Bank for the entire duration of Agreement executed with Successful Bidder without any Interest)	Rs. 2,00,000.00 (Rupees Two Lakh) only for successful Bidder in the form of NEFT to the credit of the following A/C details,- A/C No.7281210000050 A/C Name: Assam Gramin Vikash Bank Bank: Assam Gramin Vikash Bank IFSC: PUNBORRBAGB

The Tender bid document should be submitted in the dropbox at :-

Assam Gramin Vikash Bank  
Head Office  
Adams Plaza  
Mahapurush Srimanta Sankardeva Path  
Christian Basti  
Guwahati-781005

## **DISCLAIMER**

The information contained in this TENDER document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form/email by or on behalf of Assam Gramin Vikash Bank is subject to the terms and conditions set out in this TENDER document and all other terms and conditions subject to which such information is provided.

This TENDER is neither an agreement nor an offer and it is only an invitation by the Bank to the **interested** parties for submission of bids. The purpose of this TENDER is to provide the Bidder(s) with information to assist the formulation of their proposals. This TENDER does not claim to contain all the information each Bidder may require. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this TENDER and where necessary obtain independent advices/ clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this TENDER. No contractual obligation whatsoever shall arise from the TENDER process until a formal agreement is signed and executed by duly authorized officers of the Bank with the selected Bidder.

The Bank and its employees and advisors make no representative or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, anything contained in this TENDER or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the TENDER and any assessment, assumption, statement or information contained therein or deemed to form part of this TENDER or arising in any way for participation in this Bid stage.

The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this TENDER.

The issue of this TENDER does not imply that the Bank is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Bank shall not be liable in any manner whatsoever for the same or any other costs or other expense incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

This document is meant for the specific use by the Company / person/s interested to participate in the current TENDER process. This document in its entirety is subject to Copyright Laws. Assam Gramin Vikash 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 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. **NOTICE INVITING TENDER** for

- a) EMPANELMENT OF SECURITY PRINTERS FOR -1- YEAR
- b) RATE OF PRINTING & SUPPLY OF Personalized/Non-personalized cheque leaves, Term Deposit Receipts, Fixed Deposit Receipts, Demand Drafts ,Banker's Cheque and Call Deposit Receipts.

2. **SCOPE OF WORK**

Assam Gramin Vikash Bank is the only Regional Rural Bank in Assam which is formed under RRB Act 1976 & owned by Government of India, Government of Assam and Punjab National Bank with a network of 465 branches and offices in 34 Districts of the state of Assam.

Assam Gramin Vikash Bank invites Sealed Tenders on two-bid system from **IBA approved Security Form Printers** having experience of at least -5- years in printing Bank's security forms and fulfilling all terms mentioned in this notice for,-

- (A) Empanelment of Security Form Printers to print Personalized/Non-personalized cheque leaves, Term Deposit Receipts, Fixed Deposit Receipts, Demand Drafts and Banker's Cheque and Call Deposit Receipts for a period of - 1- year and
- (B) Rate of printing and supply of Personalized/Non-personalized cheque leaves, Term Deposit Receipts, Fixed Deposit Receipts, Demand Drafts and Banker's Cheque and Call Deposit Receipts based on total of Expected no. of Quantity for 1 year.

Printers having sound technical and financial capacity for empanelment to print Personalized/Non-personalized cheque leaves, Term Deposit Receipts, Fixed Deposit Receipts, Demand Drafts,Banker's Cheque and Call Deposit Receipts mentioned in this tender document (and security forms for New Products, if any, launched by the Bank during next year) and to supply the same to Bank's Customers / Branches / Regional Offices directly as per Work Order, may apply as under:

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

3. **ELIGIBILITY OF BIDDERS**

- 1. The Bidder should be IBA approved Security Form Printer.
- 2. The Bidder should have own Printing Press/establishment operating in India.
- 3. The Bidder should be financially sound and should have earned profit during last three financial years. The Annual Financial Statements for last three years along with ITR, as documentary evidence in this respect are to be provided.
- 4. Yearly Printing Sales Turnover during last three financial years (2021-22, 2022-23 and 2023-24) of the bidder firm must not be less than Rs.25.00 lakhs. One copy each of the Balance Sheet, Trading and Profit & Loss A/C statements and Income Tax Return for the last three financial years, as aforesaid, are to be submitted. Bidders having less turnover than stipulation as indicated above will be rejected.
- 5. The Bidder should be the owner / partner (in case of Partnership firm) / authorized signatory (ies) (in case of Company) / Original power of attorney (in case of any other person signing in the Tender document) of the Printing concern participating in the tender.
- 6. The Bidder should be engaged in Printing Works at least for last three financial years. Valid Registration Certificate issued by any State or Central Govt. of India/ SSI certificate for printing press should be furnished as documentary evidence.

7. The Bidder should possess valid Trade License/ Factory License, Pollution Control, DIC registration issued by the respective competent authority for dealing with printing stationery items.
8. The bidder should not be a defaulter to any Bank in payment of its dues and an affidavit to this effect is to be submitted.
9. The bidder should not have any statutory due pending for payment and an affidavit to this effect is to be submitted.
10. The bidder must have tie up with India Post/Other courier services for timely delivery.

#### 4 **SUBMISSION OF TECHNICAL BID:**

##### **Documents Comprising the TENDER Bid**

1. The TENDER bids should be submitted in One big non window-envelope containing 2 separate non-window envelopes one for Technical Bid marked as **Envelope "A"** (super-scribed as "**TECHNICAL BID FOR PRINTING AND SUPPLY OF PERSONALIZED/ NON-PERSONALIZED CHEQUE BOOKS, TERM DEPOSIT RECEIPT, FIXED DEPOSIT RECEIPT, DEMAND DRAFT, BANKER'S CHEQUE RECEIPT & CALL DEPOSIT RECEIPTS**") and another for Financial Bid marked as **Envelope "B"** (super-scribed as "**FINANCIAL BID FOR PRINTING AND SUPPLY OF PERSONALIZED/NON-PERSONALIZED CHEQUE BOOKS, TERM DEPOSIT RECEIPT, FIXED DEPOSIT RECEIPT, DEMAND DRAFT, BANKER'S CHEQUE & CALL DEPOSIT RECEIPTS**").

All details with the relevant information / documents / acceptance of all terms and conditions strictly as described in this TENDER will have to be submitted. Prior to evaluation of Bids, the Bank shall determine whether each bid is responsive to the requirements of this TENDER.

2. Bidder must provide individual and factual replies to specific questions asked in the TENDER.
3. All documents submitted as enclosures to Technical bid should be duly sealed and signed.
4. Bidder should submit commercial bid as per the TENDER document. Hard copy of financial bid should be a complete document and duly authenticated.
5. If the envelope is not sealed and marked, the Bank will assume no responsibility for the bid's misplacement or its premature opening and the bid will be rejected.

The **Envelope "A"** super-scribed as "**TECHNICAL BID FOR PRINTING AND SUPPLY OF PERSONALIZED/NON PERSONALIZED CHEQUE BOOKS, TERM DEPOSIT RECEIPT, FIXED DEPOSIT RECEIPT, DEMAND DRAFT, BANKER'S CHEQUE & CALL DEPOSIT RECEIPTS**" should invariably contain the following documents,-

- i. Bidder Covering Letter duly signed by the authorized representative of the Bidder.
- ii. A copy of the full TENDER document duly stamped and signed on every page in token of acceptance of all terms and conditions.
- iii. Certified copy of Valid Trade Licence for dealing with security items of printing stationery.
- iv. Certified copy of Valid Registration Certificate issued by state Govt. /SSI certificate for printing press.
- v. Certified copy of PAN Card
- vi. Certified copy of Income Tax Return for latest three years.
- vii. Certified copies of last three years Audited Balance Sheet, Trading and Profit & Loss a/c statement.
- viii. A copy of Board resolution or power of attorney showing that the signatory has been duly authorized to bid to sign the tender document and make commitments on behalf of the vendor. Original registered power of attorney in case any person other than the tenderer signing in the Tender document.
- ix. In case of partnership firm, authenticated copy of partnership deed and Firm Registration Certificate with Registrar of Firms.

- x. Bidder should be a registered firm/company - Certificate of incorporation or any other certificate of registration issued by Competent Authority from Government. In case of Company, authenticated copy of Certificate of Incorporation, Certificate of Commencement of Business, Memorandum of Association/Articles of Association and Board resolution have to be submitted.
- xi. Filled-in declaration form.
- xii. Bidder's information on bidder's letter head duly signed on Information Sheet.
- xiii. Earnest Money Deposit confirmation of NEFT of Rs.50,000.00 remitted to Assam Gramin Vikash Bank, Head Office, Guwahati.
- xiv. Bidder must be on India Banks Association (IBA) approved panel of security form printers. **(Valid Certificate to be annexed).**
- xv. Bidder should not be debarred by any Govt. / PSU/Scheduled commercial Bank/RBI.

Bidders, should submit an undertaking on their letterhead as below:-

*"We have not been blacklisted/de-barred by the Bank or any other reputed institution during last three financial years and current financial year from participating in future tenders".*

- xvi. Affidavit specifying no statutory dues to be paid to any authority and not a defaulter to any bank on letter head.
- xvii. The bidder should have experience in printing of Personalized/Non-personalized cheque leaves, Term Deposit Receipts, Fixed Deposit Receipts, Demand Drafts, Banker's Cheque and Call Deposit Receipts of scheduled commercial banks for minimum 3 years as on 31.03.2024. Copy of job/work orders, completion certificate/performance certificate from the concerned division of the institution should be submitted.
- xviii. Certified copy of GST registration certificate.
- xix. Yearly Printing Sales Turnover during last three financial years (2021-22, 2022-23 and 2023-24) of the bidder firm must not be less than Rs.25.00 lakhs. Certified Auditor's copy to be submitted.
- xx. A signed copy of the integrity pact as per Annexure IV has to be submitted by all bidders at the time of submission of bids.
- xxi. Bidder must give an undertaking on letter head for timely delivery of Security Items to Customer/Regional Offices.
- xxii. Bidder must have arrangement with India Post for dispatch of Security Items-Copy to be enclosed
- xxiii. Any other documents relevant to the above mentioned requisite documents.

If the technical bid of the bidder is found incomplete or lack of requisite document(s), it will be rejected and in such case the financial bid of the bidder will not be opened.

In **Envelope "B"** super-scribed as **"FINANCIAL BID FOR PRINTING AND SUPPLY OF CTS 2010 STANDARD NON-PERSONALIZED CHEQUE BOOKS, TERM DEPOSIT RECEIPT, FIXED DEPOSIT RECEIPT, DEMAND DRAFT, BANKER'S CHEQUE RECEIPT & CALL DEPOSIT RECEIPTS"** rates are to be quoted as per specified format in this tender document. The financial bid will contain only the price schedule.

These two separate sealed envelopes should be put together in another sealed envelope addressed to:  
The General Manager, Assam Gramin Vikash Bank, Head Office, Adams Plaza, MSS Path, Christian Basti, Guwahati-781005 duly super scribed as **"FINANCIAL BID FOR PRINTING AND SUPPLY OF CTS 2010 STANDARD NON-PERSONALIZED CHEQUE BOOKS, TERM DEPOSIT RECEIPT, FIXED DEPOSIT RECEIPT, DEMAND DRAFT, BANKER'S CHEQUE RECEIPT & CALL DEPOSIT RECEIPTS"** along with tender no. and date.



The tender shall be dropped in the specific Tender Box which shall be made available for the purpose at Assam Gramin Vikash Bank, Head Office, Adam's Plaza, MSS Path, Christian Basti, Guwahati – 781005 within 5.00 PM of 31/07/2024. Any bid received after the said date and time shall be rejected. The Bids shall be addressed and submitted to: The General Manager, Assam Gramin Vikash Bank, Head Office, Adams Plaza, MSS Path, Christian Basti, Guwahati-781005

## 5 INSTRUCTIONS TO BIDDERS

Bidders are required to go through the instructions and terms and conditions of the tender before submitting their offer.

1. This Tender is for printing of Personalized/Non-Personalized Cheque Books, Term deposit receipts, Fixed Deposit Receipts, Demand Drafts, Banker's Cheque Receipts and Call Deposit Receipts and supplying to Bank's Customers/Branches/Regional Offices of the Bank **for a period of one year subject to extension for one more year at the discretion of the Bank.**
2. Conditional and incomplete tenders are liable to be rejected.
3. If the technical bid of the bidder is found incomplete or there is lack of requisite document(s), it will be rejected and in such case the financial bid of the tenderer will be deemed rejected.
4. Sample of Personalized/Non-Personalized Cheque Books, Term deposit Receipts, Fixed Deposit Receipts, Demand Drafts, Banker's Cheque and Call Deposit Receipts, which are to be printed can be checked physically at Accounts and Investment Department, Assam Gramin Vikash Bank, Head Office, Adams Plaza, Mahapurush Srimanta Sankardeva Path, Christianbasti, Guwahati-781005, during working hours.
5. The rates should be quoted both in figures and in words inclusive of all charges i.e., cost of - paper, binding, stapling, stitching and printing excluding Taxes and all other applicable levies. In case of any discrepancy in quoting the rates in figures and words, the rate quoted in words will be treated as final for deciding acceptance or rejection by the bank.  
**Bidders must mandatorily quote for all the items individually and collectively as the minimum bid for all items taken together as per expected quantity will be selected as L1 bidder.**
6. TDS and TDS on GST or other applicable taxes/charges will be deducted at source from the bills at the rates as applicable from time to time.
7. Successful bidder will have to execute an agreement with the bank for carrying out the works as per approved rates of tender.
8. No enhancement in the approved rate due to price escalation or otherwise will be entertained during the contract/agreement period as specified in point no.2 above. However, any benefit due to cut in taxation rates direct/indirect has to be passed on to the Bank at the time of billing.
9. The tender document is not transferable.
10. Tender documents received without seal and signature of the proprietor/partner/authorized Signatory, are liable to be rejected.
11. Canvassing directly or indirectly by the bidder will disqualify the tender.
12. No request for correction of rates/submission of any left-out tender documents will be entertained after its submission.

13. The requisite security money must be deposited by the successful bidders within 7 (Seven) days of acceptance of the tender, failing which, the offer extended shall be cancelled without giving any notice/ reasons thereof.
14. Lowest bidders shall qualify for acceptance of the bid for Personalized/ Non-Personalized Cheque Books, Term Deposit receipt, Fixed Deposit Receipt, Demand Draft, Banker's Cheque and Call Deposit Receipts and shall be Empanelled for printing of the items for which the bidder was selected as L1.
15. Bank may decide to distribute the security items to different firms, in case the same lowest price is quoted by different firms against the item/s.
16. The Personalized Cheque Books will be procured on daily basis and the order will be mailed to the L1 bidder for printing on same day and deliver to the respective customer addresses within 7 (Seven) days from the receipt of the order in mail.  
  
The Non-Personalized Cheque Books, Term Deposit receipt, Fixed Deposit Receipt, Demand Drafts, Banker's Cheque and Call Deposit Receipts will be procured by the bank on requisition basis as per requests received from Regional Offices and the order will be mailed to the L1 bidder for printing delivery as per work order to the respective regional Offices.
17. The tender will be evaluated by a committee which shall finalize the successful tenders.
18. The decision of the Bank will be final in deciding the tender.
19. Any attempt of negotiation directly or indirectly on the part of the tenderer before or after Submission of the tender or any endeavourer to secure interest for actual or prospective tender to influence by any means the acceptance of the particular tender, is liable to be excluded from consideration.
20. The Bank reserves the right to reject any or all the tenders at any stage without giving any notice/ assigning any reasons thereof.
21. All the Personalized/ Non-Personalized Cheque Books, Term Deposit receipt, Fixed Deposit Receipt, Demand Drafts, Banker's Cheque and Call Deposit Receipts being Security items are to be dispatched by the printer firms directly to the Regional Offices of the Bank as per requisition through Speed Post Service of India Post/Reputed Courier Agencies.

## **6 TERMS & CONDITIONS**

1. The bidder will be required to print the Personalized/ Non-Personalized Cheque books, Term Deposit Receipts, Fixed Deposit Receipts, Demand Draft, Banker's Cheque and Call Deposit Receipts using paper as per quality and weight (GSM) specified by the Bank.
2. In case of any deviation in quality/quantity of the items supplied other than the specified standard, such items shall be rejected and will have to be replaced immediately as per standard, if opted by the Bank.
3. The printed Personalized/ Non-Personalized Cheque books, Term Deposit Receipts, Fixed Deposit Receipts, Demand Draft, Banker's Cheque and Call Deposit Receipts which are security items as mentioned above shall be delivered directly to the addresses of Customers/Branch/Regional Offices as per work order without any extra charges towards transportation, loading, unloading etc. except the cost of dispatch. In other words, the rate quoted against the items by the tenderer should be inclusive of all such charges/ taxes in addition to the cost of paper, printing, binding, cost of dispatch etc. and to render delivery to the specified addresses.

4. Delivery of Personalized Cheque books should be made to the specified customer addresses within 10 (Ten) Days of receipt of the printing and supply order. If any shipment is undelivered to customer the same should be delivered at the respective AGVB Branch.
5. The delay in supplying or failure to supply any item as per order without valid reason will attract imposition of penalty as below which will be charged to the supplier and, in such cases, the bank will cancel the order and procure the items from other sources. Such penalty will be realised from the pending / forthcoming bills, security deposit etc. of the vendor, at the discretion of the bank.  
For delay up to 15 days=3% of order  
For delay above 15 days = 5% of order per day basis
6. The Personalized/ Non-Personalized Cheque books, Term Deposit Receipts, Fixed Deposit Receipts, Demand Draft, Banker's Cheque and Call Deposit Receipts will be printed as per prescribed sample with Bank's logo therein.
7. The rate quoted by bidder will remain valid for a minimum period of one year from the date of agreement executed with the successful bidder and may be extended by the bank for further period of one year at the discretion of the Bank.
8. The rates should be neatly written/typed out both in figure and in word in English without overwriting. However, any unavoidable overwriting must be authenticated with signature of the bidder with seal. In case of any discrepancy in quoting the rates in figures and words, the rate quoted in words will be treated as final for deciding acceptance or rejection by the bank.
9. Bank reserves the right to accept any tender or part thereof or to reject any or all tenders without assigning any reason thereof. The Bank shall not incur any liability to the affected bidder(s) on account of rejection of any bid. The Bank shall not be obliged to inform the affected bidder(s) of the ground for the Bank's rejection.
10. The Bank reserves the right to re-tender before the end of the existing tender period as per agreement with the vendor.
11. Tender documents can be downloaded from the Bank's Website.
12. The bidders will be required to deposit a sum of Rs.50,000/- (Rupees Fifty thousand only) in the form of NEFT in favour of Assam Gramin Vikash Bank, Head Office, Guwahati as Earnest Money Deposit (EMD) and the transaction confirmation has to be submitted along with Technical Bid. The EMD shall be refundable after completion of the tender process on receipt of individual application from the bidders and shall earn no interest from the Bank. However, Udyam registered bidders are exempted from submission of Earnest Money Deposit.
13. It is normally presumed that the stock of requisite materials are available with the bidders. However, in case the lowest bidder is not agreeable or unable to supply the goods due to any reason, negotiation can be held with the second lowest bidder for supply of these goods at the second lowest quoted rate. Alternatively, the department may go for fresh tendering following the usual procedure, if the situation so warrants.

14. No enhancement in the approved rate due to price escalation or otherwise will be entertained during the contract period. However, any benefit due to cut in taxation rates direct/indirect has to be passed on to the Bank at the time of billing.
15. Before printing the Personalized Chequebooks for the first time 500 number of leaves of specimen each Security Form would be required to be forwarded to NPCI for testing the features of CTS-2010 standards. Report given by NPCI of such testing should be submitted to us.
16. The tenderer shall also arrange for obtaining of approval from NPCI for the security forms of the Bank printed by them as per guidelines in the matter.
17. Bank is authorized to depute official from any branch / office for verification of printing of security forms at the press at any time. Any discrepancy found from the order placed will have to be rectified at printer's cost without prejudice to any rights/claims of Bank.

## **7 OPENING OF BID**

1. The tender will be opened at 4.00 PM of 01/08/2024 in the Assam Gramin Vikash Bank, Head Office, Adams Plaza, MSS Path, Christian Basti, Guwahati – 781005 (Assam).
2. The tender opening committee of the Bank will first open the envelope “A” i.e. the Technical Bid. This technical bid will be evaluated by Tender Evaluation Committee (TEC) of the Bank to ascertain whether the tender satisfies the conditions of Technical bid and the evaluation committee will accordingly give their remarks. If the technical bid of the bidder is found incomplete or lack of requisite document(s), it will be rejected. The financial bids will be opened in respect of the Tenders which will be found valid after the evaluation of the Technical Bids by TEC and subsequently approved by the Bank. The financial bid i.e. the envelope “B” will not be opened for those disqualified in the Technical bids. The decision of the tender calling authority in this regard will be final.
3. Bidders or one of their authorized representative, if so desire, may attend to witness the Bid opening. No complain on matters relating to bid opening will be entertained afterwards if they remain absent at the scheduled time of bid opening. However, Bids will be opened even in case of absence of any or all Bidders or their authorized representatives.

## **8 VALIDITY**

**The accepted bid shall be valid for a period of one year from the date of agreement which shall be extendable for one more year if opted by the Bank. However, if there is any fall in the cost price of the printing & stationary items, the bidder shall reduce the price accordingly.**

## **9 REJECTION OF BID**

The bid is liable to be rejected if –

1. It is not in conformity with the instructions mentioned in this tender document.
2. It is not properly/duly signed.
3. It is received through e-mail, whatsapp or any other unapproved means.
4. It is received after expiry of the due date and time.
5. It is incomplete including non-furnishing the required documents.
6. It is evasive or contains incorrect information.
7. There is direct or indirect canvassing of any kind.

## **10 FORCE MAJEURE**

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

1. Natural phenomena, including but not limited to floods, draughts, earthquakes, epidemics.
2. Acts of any Governments, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes.
3. Terrorist attacks, public unrest declared by Government in work area; provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Bidder or the Bank shall not be liable for delay in performing his/her/its obligations resulting from any Force Majeure cause as referred to and/or defined above.

#### 11 LIQUIDATED DAMAGES (LD)

1. In case of, the delay in supplying or failure to supply any item as per order without valid reason will attract imposition of penalty to be charged to the supplier as 'Liquidated Damages for Late / No Delivery' and, in such cases, the bank may refuse to accept late delivery, cancel the order and procure the items from other sources. Such penalty will be realised from the pending / forthcoming bills, security deposit etc. of the vendor.

For delay up to 15 days=3% of order value

For delay above 15 days = 5% of order value on per day basis

2. If the selected Bidder fails to complete the due performance of the contract in accordance to the specification and conditions of the bid document, the Bank reserves the right either to cancel the entire order placed on the selected bidder or to accept performance already made by the bidder. The Bank reserves the right to recover a suitable amount as deemed reasonable by the Bank as 'Liquidated Damages for non-performance'.
3. Both the above LDs are independent of each other and are applicable separately and concurrently.

**LD is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility/onus of the bidder to prove that the delay is attributed to the Bank and Force Majeure. The bidder shall submit the proof authenticated by the bidder and Bank's official that the delay is attributed to the Bank and Force Majeure along with the bills requesting payment.**

#### 12 AUTHORISED SIGNATORY

The selected bidders shall indicate the authorised signatories who can communicate with the Bank, with regard to the obligations under the contract. In case of Company, the selected bidders shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the Company to communicate, sign agreements/contracts with the Bank, raise invoice and accept payments and also to correspond.

Selected bidders shall furnish proof of signature identification for above purposes as required by the Bank.

Selected bidders shall appoint Single Point of Contact (SPOC) for all order related queries and dealings with the Bank and furnish it to the Bank.

Selected bidders shall submit an escalation matrix of the Company/Firm to the Bank.

### 13 **SECURITY MONEY**

1. The successful bidders will be required to deposit a sum of Rs.2,00,000/- (Rupees Two lakh) only in the form of **NEFT** in favour of Assam Gramin Vikash Bank , Head Office, Guwahati as security deposit.
2. The successful bidders will be required to sign an Agreement Deed for the contract with Assam Gramin Vikash Bank, Head Office, Guwahati on Non-Judicial Stamp Paper of Rs.100.00 (Rupees One hundred) only at their own cost. If the successful bidders fail to sign the Agreement by the stipulated date, the tender will be cancelled. The draft tender agreement is also annexed to this document as Annexure-III.
3. The Security Deposit money will be retained by the Bank throughout the agreement period without any interest.

### 14 **EVALUATION**

1. A Tender Evaluation Committee (TEC) appointed by the Chairman of the Bank shall check and evaluate the bids.
2. In case of any discrepancy between words and figures, the amount in words shall prevail prior to detailed evaluation. Bank will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected.
3. Bidders are advised to be very careful in submission of bids as all technical bid documents are to be submitted with the tender documents and no documents will be accepted after opening of Technical Bid.
4. Firm/Company whose Technical bid is rejected, financial bids will not be opened and earnest money deposit will be forfeited.
5. TEC shall evaluate in detail and compare the substantively responsive bids and comparison of bids shall be on the price of all items taken together as offered in Financial Bid inclusive of paper cost, printing and supply cost binding all levies and charges quoted by the bidder in the price schedule. Evaluation will be done based on the lowest bid in the group of all types of items.
6. It is the discretion of the Bank authority to decide on the tender and enter into agreement with the bidder as finalized by the competent authority.

### 15 **PAYMENT**

1. All Tax Invoices towards materials supplied will have to be submitted for payment on monthly basis.
2. All bills/invoices should invariably contain Bill Number with Date of Bill, Order Reference No., and Proof of Delivery (PoD) Reference like Delivery Challan No. etc.
3. All bills/invoices should contain detailed Particulars, Quantity supplied, Approved Rate and Amount.
4. Total amount of the bills should not be rounded off to nearest Rupee.
5. The payment will be made by the Bank by NEFT/RTGS after due verification of the bills.

6. Deduction of Income Tax, TDS on GST where applicable, will be made by the Bank from the bill amounts and TDS certificate will be issued in due course.
7. Penalty/liquidated damage etc., if imposed, will be realised from the bills. It is the discretion of the Bank authority to realise such penalty / liquidated damages from any bill / different bills.

## 16 **DISPUTE & ARBITRATION**

All disputes or differences whatsoever arising between the selected bidder and the bank out of or in relation to the construction, meaning and operation or effect of the Contract, with the selected bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, the same shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award.

Work under the Contract shall be continued by the selected bidder during the arbitration proceedings unless otherwise directed in writing by the Bank unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator. Payment due or payable by the Bank to the bidder shall be withheld on account of the ongoing arbitration proceedings, if it is the subject matter or one of the subject matters thereof.

The venue of arbitration shall be at **GUWAHATI (INDIA)**.

## 17 **APPLICABLE LAW & JURISDICTION OF COURT**

The Contract with the selected bidder shall be governed in accordance with the Laws of India for the time being in force and will be subject to the exclusive jurisdiction of Courts at Guwahati (with the exclusion of all other Courts).

## 18 **SET OFF**

Any sum of money due and payable to the selected bidder (including security deposit refundable to him) under this agreement may be appropriated by Assam Gramin Vikash Bank and set off the same against any claim of the Bank for payment of a sum of money arising out of this contract or under any other Contract made by contractor with the Bank. The signing of this Tender document is an acceptance of Set Off.

## 19 **CANCELLATION OF THE CONTRACT & COMPENSATION**

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

1. The selected bidder commits a breach of any of the terms and conditions of the bid.
2. The bidder goes into liquidation voluntarily or otherwise.
3. The progress regarding execution of the order accepted, made by the selected bidder is found to be unsatisfactory.
4. If deductions on account of liquidated Damages exceeds more than 5% of the total contract price.
5. Any other reasons at the discretion of the Bank.

20. **Details of Security Forms required by bank is as follows:-**

**CHEQUE BOOKS WITH BRANCH'S NAME, ADDRESS AND MICR CODE:**

SINo	Particulars	No. of Cheque Leaves
1	Personalized Savings Cheque Book	25
2	Personalized Savings Cheque Book	50
3	Personalized Current Cheque Book	25
4	Personalized Current Cheque Book	50
5	Personalized Cash Credit Cheque Book	25
6	Personalized Cash Credit Cheque Book	50
7	Personalized Overdraft Cheque Book	25
8	Personalized Overdraft Cheque Book	50
9	Non Personalized Savings Cheque Book	5
10	Non Personalized Current Cheque Book	5
12	Demand Draft Book	50
13	Bankers Cheque Book	50
14	Call Deposit Receipt Book	50
15	Term Deposit Receipt	50
16	Fixed Deposit Receipt	50

**At present, Bank is having 465 branches (34 Districts) under the 09 Regional Offices (Dibrugarh, Diphu, Golaghat, Guwahati, Kokrajhar, Lakhimpur, Nalbari, Silchar and Tezpur) of Assam. Branch address and their MICR code will be provided with work order.**

**Specifications: Details of Printing/Papers etc.:-**

S.No	Particulars	Specifications
1	Printing	Cheque leaves are to be printed as per CTS-2010 standard specifications containing all mandatory and desirable security features as under:- Void Pantograph Invisible UV logos of the bank Micro Lettering Line Standard Field Placement Cheque Printing Colours Background Fugitive Ink Secondary Fluorescent Ink Banks logo printed in the branded colour New Rupees Symbol Printers Name with "CTS 2010" Personalized Chequebooks to be printed with all inserts and window envelope. Cheques are to be printed in four colour / multi-colour.
2	Paper Quality	MICR Security Paper (-95-GSM) with water mark of Bank and "CTS- 2010" for Cheque /DD/BC leaves will be procured by the selected vendor including paper for all other inserts viz. Requisition slip, Record slips, additional -2- leaves (one for printing details of account holder and another reserved for Bank's publicity material), cheque book cover leaf with window cutting and envelope will also be procured by the Printer. No extra cost would be paid for this stationery and the same should be included in printing rate.
3	Cover	Cover of 170 G.S.M. art paper with Bank's name and address. (Multicolor Printing)



4	Welcome Letter cum Requisition Slip	On 70 GSM Maplitho Paper of A Grade Mill
5	Record Slip	On 70 GSM Maplitho Paper of A Grade Mill 1- Sheet (both side printing) for -25- leaves cheque-book 2- Sheets (both side printing) for -50- leaves cheque-book
6	Envelope	Laminated and tear proof biodegradable plastic envelope with minimum 50 micron. One envelope to be used for dispatching cheque book(s) of One Account i.e. One envelope per account for Personalized Chequebooks.
7	Demand Draft/Bankers Cheque	100 leaves binded books, one side multicolor printing, with numbering 70 G.S.M. Maplitho Paper requisition and record slip (both side printed) cover of 140 G.S.M. art paper with Bank's name and address. (Multicolor Printing)
8	Term Deposit/Fixed Deposit/Call Deposit Receipt	Term Deposit/Fixed Deposit/Call Deposit leaves would be printed without branch name. Printing should be as per Bank's approved design. Size of Term Deposit/Fixed Deposit/Call Deposit leaves would be 28 cm x 14 cm (with counterfoil & perforation). Quality of paper should be 105 GSM parchment paper of IBA approved "A" grade paper manufacturing mill. Cover of binded book on 170 GSM superior quality paper.

**NOTE:- Numbering will be informed along with the work order**

**Others:-**

Size of Cheque Books/DD Books & Banker Cheque	Size of all type of Cheque Books including the Personalized, will be <b>23 cm x 9 cm</b> . 23 cm length of all instruments will be including the perforated area.
Binding	All instruments are to be stapled with two wire pins. The binding and cutting of books should be done aesthetically and there should be no visible defect in size, shape, stacking.
Perforation & Stub	Perforation of all originals and copies, wherever required shall be in such a way that tearing force required is minimum and no portion of stub or form should tear off when detached from the book.  The perforated portion of the security form when detached from the book should have minimum deformity and should be in a straightline.
Quantity	As per requirement of our branches as well as customers from time to time. Volume of work may increase gradually with opening of new accounts.

Placement of Order	<p>The purchase/supply order to the selected vendor will be placed from Accounts Department at Head Office of the Bank, based on the demand of our branches. Initially a consolidated order of Non-Personalized CTS cheque Books, DD Books, Banker Cheques, TDR/FDR/Call Deposit will be issued. Order for supply of Personalized Cheque Books will be issued as per the request of customers preferably on daily basis depending upon the requirement of the customers. Order with all details viz. a/c no., name, no. of cheque leaves, address where the cheque book is to be sent etc. will be issued preferably through a designated e-Mail ID of the Bank to a Designated e-mail ID of the vendor or by any other means as the case may be.</p> <p>Printer would be required to print cheque-books / leaves and deliver to courier / speed post as per predefined arrangement. The printing and cost of Bar coding as allotted by Postal authorities and any other cost managing the same will be the sole responsibility of the printer. Printer would also be required to update simultaneously the request file with cheque serial no. ref. no / consignment no.-AWB no./ details and to send it back to concerned offices with a copy to this office by e-Mail.</p>
Delivery Schedule	<p>All non Personalized Cheque Books, DD Books and Banker Cheques will have to be delivered at 9 Regional Offices of the Bank, while Personalized Cheque Books are to be delivered directly at the address of the customer. In case of non delivery of Personalized Cheque Books to the customer, address of the concerned branch needs to be given for returning such Cheque Books if same could not be delivered to the customer directly. The printer/vendor will print the Cheque books and arrange to hand over the same to postal authorities for delivery on T+1 day. On the same day printer will send the details of Cheque books dispatched along with dispatch details to the concerned branches through email with copy to Head Office. All details related to these instruments like cheque leaves numbers, account number, name of customer etc. will also be shared by the vendor with concerned branches and head Office.</p> <p>Necessary MIS reports shall also be provided as per Bank's requirement.</p>
Courier Services	<p>Mode of delivery will only be through the India Post. Cost of Dispatching will be borne by the Bank which the vendor may claim separately by submitting the original receipts along with the Invoice/Bills of printed and supplied Instruments.</p>

21. **Format for Financial Bid**

SL No	Item	Specifications	Unit	Estimated Quantity per year(A)	Cost Per Item (B) excluding GST	Total Rate Quoted excluding GST (A x B)
1	Personalized SB/CD/CC/OD Cheque Book CTS 2010 standard (23 cm x 9cm)	25 leaves book	Per Book	25000		
		50 leaves book	Per Book	10000		
2	Non Personalized SB/CD Cheque Book CTS 2010 standard (23 cm x 9 cm)	5 leaves book	Per Book	15000		
3	Demand Draft	50 leaves book	Per Book	1000		
4	Bankers Cheque	50 leaves book	Per Book	500		
5	Fixed Deposit	50 leaves book	Per Book	1000		
6	Term Deposit	50 leaves book	Per Book	1000		
7	Call Deposit Receipt	50 leaves book	Per Book	500		
<b>Grand Total</b>						

**Amount in Words** \_\_\_\_\_

**Note:**

1. L1 Bidder will be selected on the basis of lowest bid amount of all items taken together. It is mandatory for all bidders to quote for all items.
2. Cost of Postage of India Post will be paid by Bank on actual cost incurred basis on production of GST Invoice in favour of Bank on monthly basis.

**ANNEXURE – I**

**DECLARATION**

**From:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**To,  
The General Manager  
Assam Gramin Vikash Bank  
Adams Plaza, MSS Path  
Christianbasti  
Guwahati – 781005.**

**Sub: - Printing & Supply of Personalized/ Non-Personalized Chequebooks, Term deposits, Fixed Deposits, Demand Draft, Banker's Cheque & Call Deposit Receipt**

**Ref: - Your Tender notice No. \_\_\_\_\_ dated \_\_\_\_\_**

Sir,

In response to your above referred Tender Notice for the captioned works, I/We hereby undertake to declare as below:

(A) I/We hereby declare that I/We have gone through the terms and conditions stipulated in the Tender Notification and agree to abide by all of them in the event of acceptance of my/our offer.

(B) Necessary information sheet of the tender as per Annexure II is enclosed.

Yours faithfully,

**Signature.**

**Full name:**

**Full address:**

**Seal:**

**Date:**

**ANNEXURE – II**

Sr. No	Information sought from the Bidder	Response of the Bidder
1	Name of the Bidder	
2	Year of Establishment	
3	Constitution (Proprietorship/ Partnership/ Pvt. Ltd./Public Ltd.)	
4	Office Address of the Firm– (with name of contact person, Telephone, Mobile & Fax numbers) and E-mail address	
5	Address of Press (Factories). Please mention address of all locations if having more than 1 Factories/Press	
6	Name & addresses of Proprietor / Partners / Directors	
7	Registration number and date with Registrar of Companies / Firms with PAN Number and GST Number of the Firm. (Copies to be attached)	
8	Whether ISO certificate obtained (reply “Yes” or “No”)(Attach copy in case of “Yes”)	
9	Whether all printing related activities done at one place or at different places (reply “Yes” or “No”). If “No”, please give details	
10	Name & address of top 3 Banks procuring CTS Cheque Books/DD/Banker Cheques/FD/TD/Call Deposit Receipts along with Personalized Cheque Books. (Attach copy of at least one latest supply order of each Bank).	
11	Whether you have in-house four colour sheet fed offsetprinting machines (reply “Yes” or “No”)	
12	Whether you have in-house four colour web offsetprinting machines (reply “Yes” or “No”)	
13	Whether you have in house “VOID” pantograph and “UV” printing software and other requirements available(reply “Yes” or “No”)(attach Samples of the instruments )	
14	Since when you are on approved panel of IBA alongwith date of expiry of the empanelment (Attach copy of IBA Empanelment certificate)	
15	Empanelment with other Banks (Please specify) :	
16	Have you ever been put on holiday list or banned by any Public / Private Sector Bank? If yes, please provide details.	
17	Maximum time required to complete the first Printing order after getting necessary sample's approval from NPCI or any such agency.	

**Date:**

**Signature of the Tenderer**

**Place:**

**With seal**

### ANNEXURE –III

#### DEED OF AGREEMENT

This Agreement for the work of printing of Personalized/ Non-Personalized Cheque books, Term deposits, Fixed Deposits, Demand Draft, Banker's Cheque & Call Deposit made at Guwahati on this ..... Day of ..... 2024 between .....  
..... (Name and address of the selected bidder) having its printing press / office at ..... here-in-after called the "SUPPLIER" (which term shall, unless excluded by or repugnant to the subject or context, include its successors and permitted assignees) of the one part and Assam Gramin Vikash Bank, Head Office, Adams Plaza, MSS Path, Christianbasti, Guwahati-781005 hereinafter called the "BANK" (which term shall, unless excluded by or repugnant to the subject or context, include its successors and assignees) on the other part.

#### **WHEREAS**

A. The BANK being desirous of having provided and executed certain printing works mentioned, enumerated or referred to in the tender documents including Tender Notice No. **AGVB/Acctts & Invt/86/01/2024-25 dated 16-07-2024** issued by the Bank inviting tender for printing Personalized/ Non-Personalized Cheque books, Term deposits, Fixed Deposits, Demand Draft, Banker's Cheque & Call Deposit.

B. The SUPPLIER has verified the sample of Personalized/ Non-Personalized Cheque books, Term deposits, Fixed Deposits, Demand Draft, Banker's Cheque & Call Deposit to be printed and satisfied himself by careful examination before submitting his tender as to the quality, quantity, nature, magnitude of the works, material necessary for execution of work, local conditions, the means of access to the delivery sites and obtained complete information as to the matters and things referred or implied in the tender documents or having any connection therewith, and has considered the nature and extent of all probable situations, hindrances or interferences to or with execution and completion of the works to be carried out under the contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the works and which might have influenced him in making his tender.

C. The tender documents including tender notice inviting tender, instructions, general as well as special conditions of contract, Schedule of Rates/Quantities, general obligations, specifications, time schedule of completion of jobs, letter of acceptance of tender and any statement of agreed variations with its enclosures form part of this agreement though separately set out and are included in the expression AGREEMENT wherever herein used.

#### **AND WHEREAS**

The Bank accepted the Tender of the Supplier for the provision and execution of the said work at the rate stated in the Schedule of Quantities of work (hereinafter called the "Scope of the Work") and finally approved by the Bank upon the terms and subjects to the conditions of Agreement.

**NOW THIS AGREEMENT WITNESSETH & IT IS HEREBY AGREED AND DECLARED AS**

**FOLLOWS:**

1. In consideration of the payment to be made to the Supplier for the works to be executed by him, the Supplier hereby covenants with the Bank that, the Supplier shall and will duly provide, execute and complete the said works and shall do and perform all other acts and things in the Agreement mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said works and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the Agreement.

2. In consideration of the due provision, execution and completion of the said works, the Bank does hereby agree with the Supplier that the Bank will pay to the Supplier the respective amounts for the works actually done by him and approved by the Bank as per the Schedule of Rates and such other sum payable to the Supplier under provision of Agreement, such payment to be made within reasonable period of time not exceeding 60 days from the date of receipt of bills against completed works already approved by the Bank in such manner as provided in the Agreement.

3. In consideration of the provision, execution and completion of the said works, the Supplier does hereby agree to pay such sums as may be due to the Bank towards penalty, liquidated damage, any other loss or damage arising out of any act of the Supplier in connection with any work under this contract etc. where applicable and demanded by the Bank and such payments to be made within reasonable period of time not exceeding 30 days from the date of receipt of such demand from the Bank and in such manner to be specified by the Bank while demanding under this Agreement.

4. The accepted tender of the Supplier will remain in force for a period of 2 (two) years with effect from ..... to..... If not otherwise terminated by the Bank during the period. This validity period shall be extendable for one more year if opted by the Bank before expiry of the said period of two years and, in case of such extension, the existing Schedule of Rates shall continue to be applicable during the extended period also. No enhancement in the approved rate due to price escalation or otherwise will be entertained during the contract period. However, any benefit due to cut in taxation rates direct/indirect has to be passed on to the Bank at the time of billing.

5. The Supplier hereby covenants and declares that none of his relatives is working in the Bank and no one connected with or in the employment of the Bank shall ever be admitted or inducted as a partner or of any interest in this Contract.

6. The supplier hereby agrees to abide by all the terms and conditions and other relevant points as laid down in this Agreement as well as available in the tender documents. In case of violation of any clause by the supplier, the Bank may resort to any or all of the following measures:

- a. Cancellation of Supply Order
- b. Termination of agreement
- c. Forfeiture of Security Deposit
- d. Black- Listing” of the supplier
- e. Imposition of Penalty as specified in the tender documents including Tender Notice
- f. Imposition of Liquidated Damage as specified in the tender documents including Tender Notice

g. Any other measure which the Bank may deem fit at its discretion.

7. It is agreed upon by the supplier to execute all the items of works as per the accepted tender in most efficient and perfect manner in accordance with the instructions as specified in the tender documents including Tender Notice or as may be given by any of the competent authorities nominated by the Bank.

8. The Bank reserves the right to re-tender before the end of the existing tender period as per agreement with the supplier.

9. In case of delay in supplying or failure to supply any item as per order without valid reason will attract imposition of penalty to be charged to the supplier as 'Liquidated Damages for Late / No Delivery' and, in such cases, the bank may refuse to accept late delivery, cancel the order and procure the items from other sources. Such penalty will be realised from the pending / forthcoming bills, security deposit etc. of the vendor.

For delay up to 15 days=3% of order value

For delay above 15 days = 5% of order value on per day basis

IN WITNESS WHEREOF the parties have executed these presents in the day and the year first above written.

Signed and delivered for and on behalf  
Gramin Vikash Bank.

Signed and delivered for and of the Bank, Assam  
on behalf of the Supplier

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**In presence of two witnesses**

1. \_\_\_\_\_

2. \_\_\_\_\_



## Annexure IV

### **Integrity Pact**

Assam Gramin Vikash Bank, a body corporate constituted under the 'Regional Rural Bank Act, 1976 by Govt. of India, Ministry of Finance, Government of India notification no 854 dated 22nd February 2019 by amalgamating Langpi Dehangi Rural Bank (Sponsored by State Bank of India) and Assam Gramin Vikash Bank with sponsorship of Punjab National Bank w.e.f 1st April 2019 and having its Head Office at Adams Plaza, Christian Basti, Guwahati-22, hereinafter referred to as "**The Principal**", which expression shall mean and include unless the context otherwise requires, its successors in office and assigns of the First Part.

#### **And**

M/s. \_\_\_\_\_ having its registered office at herein after referred to as "The Bidder/Contractor", expression shall mean and include unless the context otherwise requires, successors and permitted assigns of the Second part.

#### **Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s). In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### **Section 1- Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced person.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Vigilance Officer and in addition can initiate disciplinary actions.

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

1. The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption during any stage of bid process/contract. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or the 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)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary 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)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposal and business details, including information contained or transmitted electronically.

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

e) The Bidder(s)/Contractor(s) will, when presenting their bid, disclose 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)/Contractor(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)/Contractor(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(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the existing provisions of GFR, 2017, PC Act, 1988 and other Financial Rules/Guidelines etc.

#### **Section 4- Compensation for Damages.**

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

(2). If the Principal has terminated the contract according to Section 3, or the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor 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 transgression occurred in the last three years immediate before signing of this integrity pact with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprises or central/state government department 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 dealing".

#### **Section 6- Equal treatment of all Bidders/Contractors/Subcontractors**

(1) In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all the Bidders who do not sign this Pact or violate its provisions.

#### **Section 7- Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractor(s)**

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

#### **Section 8- Independent External Monitor**

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under the agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would be provided access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/ records/ information having National Security implications and those

documents which have been classified as Secret/Top Secret are not to be disclosed. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the General Manager / Chairman, Assam Gramin Vikash Bank.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/Contractor(s) 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-contractor.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform General Manager / Chairman, Assam Gramin Vikash Bank and recues himself/herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the General Manager / Chairman, Assam Gramin Vikash Bank within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the General Manager / Chairman, Assam Gramin Vikash Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the General Manager / Chairman, AGVB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

(10) The particulars of IEMs' appointed by Assam Gramin Vikash Bank is furnished below:-

Sl.No.	Name of the IEM	Contact No.
1	Dr. Atanu Purkayastha	9899772227
2	Shri Asutosh Mishra	9848038940

### **Section 09- Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, 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 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 General Manager / Chairman, AGVB.

**Section 10- Other provisions**

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the “Place of award of work”.

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

(3) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(4) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(5) Should one or several provisions of this agreement turn out to be valid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(6) Issues like warranty/Guarantee etc. shall be outside the purview of IEMs.

(7) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

**(For & On behalf of the Principal)**

**(For & On behalf of Bidder/Contractor)**

**(Office Seal)**

**(Office Seal)**

**Place.....**

**Place.....**

**Date.....**

**Date.....**

**Witness 1:**

**Witness 2:**

**(Name & Address)**

**(Name & Address)**