Request for Proposal (RFP)

Selection of Vendors for Stationery Management in the Bank

RFP Reference No. BGGB: HO: P&E: 01: 01 dated 04-03-2020

Baroda Gujarat Gramin Bank
3rd & 4th Floor, Suraj Plaza – I,
Sayajigunj
Vadodara – 390 005
Mob. No. 9909999718

PART – 1 : Invitation to BID

In order to implement the outsourcing model of stationery management of various branches / offices in Gujarat, **Baroda Gujarat Gramin Bank,** (hereinafter referred to as BGGB / the Bank) **Head Office, Vadodara** proposes to invite Request for Proposal (RFP) tenders from established organizations (hereinafter referred to as "Bidder") who are capable and willing to undertake supplying various types of stationery items**,** as required by branches and offices of BANK within the given timeline and also provide MIS and complaint & grievance redressal system, in an efficient manner. The applicant should have the capability to timely deliver stationery items across 489+ branches / offices of the bank located in Gujarat state, including a large number of branches in rural areas apart from having capability to meet scope of work.

The RFP document will be available at Bank's website which could be accessed through URL address www.bggb.in.

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

The General Manager, Baroda Gujarat Gramin Bank, 3rd & 4th Floor, Suraj Plaza – I, Sayajigunj, Vadodara -390005

Email: pe.ho@barodagujaratrrb.co.in

- Please note that all the information desired 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 the Bid document.
- Bank reserves the right to change/modify the dates/terms & conditions mentioned in this RFP document as per its requirement, which will be communicated to the bidders.
- The information provided by the bidders in response to this RFP document will become the property of Baroda Gujarat Gramin Bank and will not be returned. Baroda Gujarat Gramin Bank 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.

SCHEDULE OF EVENTS

Sr. No.	Particulars	Time / Date / Other Details
1.	Date of commencement of Bidding process (Issue of RFP)	05-03-2020
2.	Last date and time for receipt of written queries/e-mail for clarification from Bidders	15.03.2020 upto 02.00 p.m.
3.	Last Date & Time for Bid submission	26-03-2020 upto 5.00 pm
4.	Date and Time for opening of Bid	27-03-2020
5.	Place of opening of Bids	Baroda Gujarat Gramin Bank, 3rd & 4th Floor, Suraj Plaza – I, Sayajigunj Vadodara – 390 005
6.	Address for communication (Bank)	The Chairman, Baroda Gujarat Gramin Bank 3rd & 4th Floor, Suraj Plaza – I, Sayajigunj Vadodara – 390 005
7.	Bid Fee	Non Refundable fee of Rs.5,000/- (Rupees Five Thousand only) per bid submission. Demand Draft drawn in favour of BARODA GUJARAT GRAMIN BANK, payable at VADODARA.
8.	Earnest Money Deposit	Rs. 50,000/- (Rupees Fifty Thousand only) (EMD can be deposited by means of a Demand Draft drawn in favour of BARODA GUJARAT GRAMIN BANK, payable at VADODARA.
9.	Security Deposit	Successful tenderer/s will have to give Security Deposit of **Rs.1,00,000/- (Rupees One Lakh only)** in the form of Fixed Deposit of **Baroda Gujarat Gramin Bank** issued by any branch of Baroda Gujarat Gramin Bank for three years bearing applicable interest rate at the time of depositing.

PART – 2 DISCLAIMERS

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

This RFP 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 RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP 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 RFP. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.

The Bank, its employees and advisors make no representation 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, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP 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 RFP.

The issue of this RFP 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 for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

PART-3: INSTRUCTIONS FOR BIDDERS (IFB)

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A. INTRODUCTION

3.1 OVERVIEW:

BARODA GUJARAT GRAMIN BANK is a Regional Rural Bank established under RRB Act, 1976 with a network of over 489 branches in Gujarat State.

The stationery management in the bank includes both types of stationery i.e. customized as well as non-customized. While the non-customized items include general office supply items of good quality and of standard make which are openly available in the market, the customized items include BANK specific stationery 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 depending on the requirement.

3.2 OBJECTIVES:

The objective of this Request for Proposal is to select vendors who are interested and capable of supplying on time, different types of stationery items mentioned in Annexure 'L'**,** as required by branches and offices of BANK and also provide MIS and complaint & grievance redressal system, in an efficient manner. The Vendors have to submit to the bank their documented plan about their Printing, Sourcing, Indenting, Analyzing and Delivery capabilities satisfying the bank's needs and acceptable to bank.

The selected vendor should have the capability to deliver stationery items across 489+ branches / offices of the bank located in Gujarat state, including a large number of branches in rural areas.

3.3 ELIGIBILITY CRITERIA:

The process is open to all applicants (Incorporated bodies / Partnership Firms) who are capable and interested in meeting bank's objective of implementing new model of stationery management and fulfil the eligibility criteria as given below :-

a) The applicant/business establishment should be more than Five years old and be in the line of business of printing and supply of stationery items directly at least for the last three years ending 31-03-2019.
b) The applicant should have experience of having supplied standardized stationery to minimum of two big organizations of repute preferably in Banking, financial services and insurance.
c) The applicant should have proper system (preferably online) for ordering, indenting, supply distribution and monitoring system with provision for detailed MIS as well as a complaint redressal system.
d) Applicant should have all the necessary approvals / statutory clearances in place to undertake activities.
e) The applicant should be agreeable to make provision of a dedicated help desk for BGGB.
f) The empanelled vendor should have the capabilities to deliver across 489 plus branches /offices of the Bank located in Gujarat State, including large number of branches in rural areas.
g) The applicant should preferably be a profit making organization.

h) The applicant should fulfill following turnover and solvency criteria:

Domestic annual turnover of Rs.2 crore and above on account of printing and supply of stationery during 2018-19 & 2019-20.

Minimum Tangible Net worth of Rs.25 Lacs as on 31-03-2018 & 31-03-2019

3.4 BROAD SCOPE OF WORK:

The selected vendor will be responsible for implementation of end to end stationery management solution in the bank 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 requisition/indenting.

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. Various Regions will cover the branches/offices located in following districts:

Name of Region	District covered
Valsad	Valsad, Dangs, Navsari, Surat, Tapi
Vadodara	Vadodara, Bharuch, Narmada, Chhota Udepur, Anand, Kheda
Godhra	Panchmahal, Dahod, Mahisagar
Mehsana	Mehsana, Ahmedabad
Patan	Patan, Banaskantha
Himatnagar	Sabarkantha, Gandhinagar, Arvalli,
Bhuj	Kutch

The Region wise classification / Region wise 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.)

New Region, if any, added as per expansion / reallocation of branches shall have to be covered by the selected vendor.

b) Bank may at its sole discretion, before awarding the contract to a particular vendor, may first allot a Region to take a view on performance of the vendor to the satisfaction of the bank and in case of unsatisfactory performance, may cancel/reallocate/auction afresh the contract as per its discretion to other shortlisted vendors. Bank may also award the contract Region wise or as per its requirement.

c) The contract would be for a period of 3 years from the date of agreement of contract subject to annual/periodical review. The Bank will review the performance of vendors periodically/every 12 months based on the feedback received from operating units and will take suitable decision about continuation or otherwise. Bank reserves the right to cancel the contract based on the above review and to modify/reallocate to the selected vendor of some other Region.

d) The selected vendor will be required to supply stationery items as per the indents raised by the branches / offices during the period of contract at the contracted rate within the timeline specified as per Annexure "G". Timeline given in Annexure "G" will be adhered for the request of indents received up to 10th of that month by the vendor. Any indent after 10th of the month will be considered in next month. However in exigency, HO, Vadodara may place indent for any branch/office to be supplied on urgent basis preferably within the said timeline.

e) Vendor may also be given some other additional area and/or some area/Region may be removed/ modified purely at the discretion of bank as per its requirement for supply of items at the same contracted rate.

f) Bank reserves the right to procure item/items from other region vendor/outside vendor in case of non-performance or as per its requirement. Bank is not bound to procure all the items from the selected vendor.

g) The list of various items along with specifications has been given in excel sheet as per Annexure "L". However, the items mentioned are only tentative and this may further increase or decrease considering language (Single/ bilingual) as well as fabrication (Perforation, Folding, Pad Form, booklet, letter form, Centre Pinning, Centre sewing, Centre gluing, Serial Numbering, barcoding, other customized format etc.). The vendor may get themselves acquainted with various stationery items at any of our Regional Offices by taking our prior permission. **Bank may amend / delete / add any stationery items any time as per its requirement**. The price of any modified item will be arrived as per the changes brought about/ as per the price of similar items and in case of totally new item; its price will be decided as per the nearest matching item/(s). The vendors will have to supply at the price so finalized with mutual understanding. Bank, at its sole discretion, may decide to conduct fresh auction for a new/modified/existing item among the selected/new vendors and may give the supply order to a separate vendor.

h) Vendor will have to execute modifications/deletion/addition if any in existing stationery items promptly. **While the bank will take utmost care, the loss on account of discontinuation/modification of any stationery items cannot be claimed from Bank.**

i) Regional Offices / Head Office of the Bank will issue multiple purchase orders of their stationery requirement.

j) At times the vendor may be asked to supply stationery (Existing or new) in bulk to large number of branches. Vendor should have the capability & infrastructure to meet the Bank's urgent requirement without any delay.

k) 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.**

l) A dedicated Team and BANK centric a Single Point of Contact (SPOC) for all issues pertaining to the stationery management and complaint redressal has to be provided. An Escalation Matrix for all issues to be provided to the HO, Vadodara or concerned Regional Office.

m) The Bank may at its discretion with prior notice visit and inspect the Printing site, administrative offices and other offices or units of the Vendors as it may deem fit.

n) The selected vendor is also required to help 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. Vendors should share with the bank any suggestion/feedback for further improvement.

o) Supply of Inferior quality/different specifications of items or improper packing/damaged item may be rejected. If inferior quality is found, penalty 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 and responsibility and cost of the vendor. Similarly, items received in damaged condition may not be accepted and 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.

p) There will be penalty on account of delay in delivery, quality, specifications, grievance redressal, non-performance and other service deficiency etc.

q) **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 forfeiture of security deposit, levy of penalty, blacklisting etc. in such events.**

r) Vendor will have to raise the bills with following declarations/enclosures and submit them to the Head Office, Baroda in this regard.

   - A copy of purchase order.
   - A copy of delivery challan.
   - A copy of proof of dispatch.
   - Acknowledgement by the Regional offices.

   Invoice should be drawn with the break-up of total amount indicating separately Taxes, etc. The total cost of any item including taxes should be the same as agreed/finalized by the bank.

   Payment (after TDS etc as applicable) will be made online centrally by Head Office, Vadodara.

s) At any point of time, if the Bank comes to know about vendor not having competence of participating 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.

3.5 COST OF BIDDING:

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.

B. THE BIDDING DOCUMENTS

3.6 Documents constituting the RFP (Request For Proposal)

3.6.1 This RFP document provides overview of the requirements, bidding procedures and contract terms. It includes Invitation to Bid (Part-1), Disclaimers (Part-2), Instructions for Bidders (Part-3), Terms & Conditions of Contract (Part-4) and various annexure. The bidder must conduct its own investigation and analysis regarding any information contained in this RFP document, its meaning and impact of that information.

3.6.2 The bidder is expected to examine all instructions, forms, terms and specifications in the RFP Document. Failure to furnish all information required by the RFP Document or to submit a bid not substantially responsive to the RFP Document in every respect will be at the bidder's risk and may result in the rejection of the bid. While BANK has made considerable effort to ensure that accurate information is contained in this RFP and however it is supplied solely as guidelines for Bidders. Furthermore, during the RFP process, BANK has disclosed or will disclose in the RFP and through corrigendum/ addenda, available information relevant to the Scope of Work to the extent, detail, and accuracy allowed by prevailing circumstances. Nothing in this RFP or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any addenda.

3.7 Clarification / Amendment of RFP Document

3.7.1 If deemed necessary the Bank may seek clarifications on any aspect from the bidder. However that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted.

3.7.2 Vendor requiring any clarification of the RFP Document may submit written queries by email on or before 2.00 pm on 15.03.2020 to pe.ho@barodagujaratrrb.co.in

3.7.3 At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP Document, by amendment/cancellation.

3.7.4 Any clarification / amendment issued by BANK will be binding on all bidders. BANK, at its discretion may extend the deadline for submission of bids in order to allow prospective bidders a reasonable time to take the amendment into account.

3.7.5 All bidders must ensure that such clarifications / amendments have been considered by them before submitting the bid. Bank will not take responsibility for any omissions by bidder.

C .PREPARATION OF RFP BID

3.8 Language of RFP

3.8.1 The RFP responses (Bid) prepared by the Bidder, as well as all correspondence and documents relating to the RFP exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.

3.9 Documents Comprising the RFP Bid

3.9.1 The bids shall be submitted in two separate sealed envelopes, one containing Technical Bid and other Financial Bid, both to be submitted together in one big envelope. All details with the relevant information / documents / acceptance of all terms and conditions strictly as described in this RFP will have to be submitted. **Financial Bids of only those bidders will be opened whose Technical Bids are accepted by the Bank.**

3.9.2 Vendor must provide individual and factual replies to specific questions asked in the RFP.

3.9.3. A Bidder should submit **Technical bid** as per Annexure "B", "C", "D" & "I" and as per point nos.-A-3.3 and E-3.24 of the RFP document. Documents comprising the **"Technical Bid"** envelop should contain following:

i) Bidder Covering Letter as per **Annexure "B"** duly signed by the authorized representative of the Bidder.
ii) 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, if applicable.
iii) Bidders information as per **Annexure"C"** on bidder's letter head duly signed.
iv) Responses and related information to all points of the Questionnaire as per **Annexure "D"** duly signed.

v) Earnest Money Deposit (DD/BC) of Rs 50,000/-as specified in this document (EMD).
vi) Non Refundable Bid Fee of Rs 5,000/-by way of Demand Draft favouring BARODA GUJARAT GRAMIN BANK payable at VADODARA (**Annexure "I"**)
vii) Audited balance sheets and profit and loss account statement for last 3 years.
viii) A copy of the full RFP document duly stamped and signed on every page in token of acceptance of all terms and conditions.

3.9.4 Bidder should also submit **Financial bid** as per Annexure "E" of the RFP document. **Financial bid should comprise of duly signed copy**

of Annexure "E" and Annexure "L". Hard copy of financial bid should be a complete document and placed in a sealed envelope super-scribed as **"FINANCIAL BID**".

3.9.5 The RFP bids should be submitted in one big non window-envelope containing 2 separate non-window envelopes one for Technical Bid and other for Financial Bid. These two sealed envelopes should be placed in a single sealed envelope super-scribed as **"RFP Bid For Stationery Management".**

3.9.6 Any bid not containing above or not found responsive may be rejected.

3.10 Bid Form

3.10.1 The Bidder shall complete both the Envelopes of the Bid Form furnished in the Bidding Document separately and submit them simultaneously to the Bank. **Bids are liable to be rejected if only one (i.e. Technical Bid or Financial Bid) is received.**

3.11 Bid Prices

3.11.1 The prices should be specified only in "Financial Bid" and must not be specified at any other place in the RFP document. Prices are to be quoted in Indian Rupees only. Quotations for items should represent total cost including the cost of all materials, labour, all taxes / levies / duties, packing as per requirement, transport charges and unloading at delivery location but excluding GST.

3.11.2 Prices quoted by the Bidder (L1 through process) shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

3.12 Revealing of Prices:

The rates and/ or prices in any form or for any reasons should not be disclosed in other parts of the bid except in the financial bid, failure to do so make the bid liable to be rejected.

3.13 Bid Integrity

Wilful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that Bank may take. All the submission, including any accompanying documents, will become property of BANK. The bidders shall be deemed to license, and grant all rights to BANK, to reproduce the whole or any portion of their solution for the purpose of evaluation, to disclose the contents of submission to other bidders and to disclose and/ or use the contents of submission as the basis for RFP process.

3.14 Delivery Schedule & Penalty for Delayed Deliveries

3.14.1 Delivery of any item should be supplied within given timelines as mentioned in Annexure “G” from date of placing of order.

3.14.2 In case of delay/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’s delay, subject to maximum amount of ten (10) percent of the total consideration (related purchase order/ related item value) may be charged to vendor.

3.14.3 This amount of penalty so calculated shall be deducted at the time of making payment for the relevant purchase order or as decided by the bank.

3.14.4 The Bank also reserves the right to shift some areas/ orders to some other vendor or altogether cancel the contract and/or forfeit the security deposit apart from levying penalty. In the event of such cancellation, the vendor is not entitled to any compensation. **PLEASE NOTE THE DELIVERY SCHEDULE SHALL BE FOLLOWED STRICTLY AS STIPULATED. ANY DELAY SHALL BE VIEWED SERIOUSLY AND PENALTIES LEVIED.**

3.15 Earnest Money Deposit (EMD)

3.15.1 The Bidder shall furnish, as part of its Bid, an EMD of Rs. 50,000/- (Rupees Fifty thousand only).

3.15.2 The EMD is required to protect the Bank against the risk of Bidder’s conduct, which would warrant the EMD’s forfeiture. EMD may be forfeited in the event of withdrawal of bid during the period of bid validity 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.

3.15.3 The EMD shall be denominated in Indian Rupees and shall be in the form of a Demand Draft issued by a Scheduled Commercial Bank in India, drawn in favour of BARODA GUJARAT GRAMIN BANK payable at VADODARA.

3.15.4 **Any bid not accompanied with the requisite EMD shall be treated as nonresponsive and is liable to be rejected.**

3.15.5 No interest is payable on the amount of EMD.

3.15.6 The EMD of the unsuccessful Bidders shall be returned after notification of award.

3.15.7 The successful Bidder’s EMD will be discharged upon the Bidder signing the contract and submitting the Security Deposit of Rs. 1,00,0000/- (Rupees One Lakh only) by way of Fixed Deposit issued by BARODA GUJARAT GRAMIN BANK and valid for a period of 3 years from the date of finalization of Contract.

3.15.8 If EMD is forfeited for any reason, the concerned bidder will be debarred from further participation in future RFPs floated by the Bank as per sole discretion of the Bank.

3.16 Period of Validity of Bids

3.16.1 Bid shall remain valid for the period of 180 days from the date of opening of bid. A bid valid for shorter period is liable to be rejected.

3.16.2 The Bank may, at its discretion, solicit the Bidders’ consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. However any extension of validity of

bids will not entitle the bidder to revise/ modify the bid document. The EMD provided shall also be suitably extended.

3.16.3 The Bank reserves the right to call for fresh quotes any time during the validity period, if considered necessary.

3.17 Format and Signing of RFP Bid

3.17.1 The bidder should prepare submission as per this RFP, Technical Bid and Financial Bid and other requested information.

3.17.2 RFP bid should be submitted as mentioned in clause 3.9.

3.17.3 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids.

3.17.4 Any inter-lineation, erasures or overwriting shall be valid only if they are initialled by the person signing the Bids. The Bank reserves the right to reject bids not conforming to above.

3.17.5 Bidders responding to this RFP shall submit covering letter included with the bid and compliance certification statement required for submission of a proposal.

D. SUBMISSION OF RFP BIDS

3.18 Sealing and Marking of Bids

3.18.1 The Bidders' shall seal the Non Window envelopes containing one copy of "Technical Bid" and one copy of "Financial Bid" separately and the two Non-Window envelopes shall be enclosed and sealed in an outer Non-Window envelope superscribed as **"RFP Bid For Stationery Project Management".**

3.18.2 All the envelops should be addressed to **"The General Manager, Baroda Gujarat Gramin Bank,** 3rd & 4th **Floor, Suraj Plaza – I, Sayajigunj, Vadodara – 390 005** and should also contain the name, address and contact number of vendor.

3.18.3 If the envelope is not sealed and marked, the Bank will assume no responsibility for the bid's misplacement or its premature opening.

3.19 Deadline for Submission of RFP Bids

3.19.1 Bids must be received by the Bank at the address specified, no later than the date & time specified in the "Schedule of Events" in Invitation to Bid.

3.19.2 In the event of the specified date for submission of bids being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.

3.19.3 The Bank may, at its discretion, extend the deadline for submission of bids by amending the bid documents, in which case, all rights and obligations of the Bank and bidders previously subject to the deadline will thereafter be subject to the extended deadline.

3.20 Late Bids

3.20.1 Any Bid received after the deadline for submission of Bids prescribed will be rejected and returned unopened to the bidder.

3.21 Modification and Withdrawal of Bids

3.21.1 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.

3.21.2 No Bid may be modified after the deadline for submission of Bids.

3.21.3 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its EMD.

E. OPENING AND EVALUATION OF RFP BIDS

3.22 Opening of Bid by the Bank

3.22.1 All the Bids will be opened at the date, time & locations mentioned under the clause in the "Schedule of Events" in Invitation to Bid. The bids will be opened in the presence of representatives of the bidders who choose to attend.

3.23 Preliminary Examination

3.23.1 The bids will be examined by the Bank to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order and whether required bid fee and security (EMD) has been furnished. A bid determined as not substantially responsive will be rejected. The Bank may, at its discretion waive any minor non conformity or irregularity in a bid which does not constitute a material deviation.

3.23.2 During evaluation and comparison of bids, the Bank may, at its discretion ask the bidders for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

3.23.3 Any effort on the part of bidder to influence bid evaluation process or award of contract may result in the rejection of the bid.

3.24 Test of Responsiveness (Technical Evaluation of Bids)

3.24.1 Prior to evaluation of Bids, the Bank shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive only if :

i. It is received by the due date of submission including any extension thereof pursuant to Clause 3.7.
ii. It is accompanied by bidder covering letter in the format at Annexure "B" duly signed by the authorized representative of bidder.
iii. It is accompanied by board resolution/power of attorney as specified in clause 3.9.4.

iv. It is accompanied by bidder's information as per Annexure "C" on bidder's letter head
v. It is accompanied by responses & related information to the Questionnaire as per Annexure "D".
vi. It is accompanied by the earnest money deposit of Rs. 50,000/- by way of Draft favouring BARODA GUJARAT GRAMIN BANK as specified in Clause 3.15. (Annexure I)
vii. It is accompanied by non-refundable bid fee of Rs 5,000/-by way of Draft favouring BARODA GUJARAT GRAMIN BANK. (Annexure I)
viii. It is accompanied by Audited Balance sheets and profit and loss account for the last three years.
ix. It is accompanied by a copy of the full RFP document duly stamped and signed on every page in token of acceptance of all terms and conditions.
x. It contains all the information (complete in all respects) as requested in this RFP (in formats same as those specified)
xi. It does not contain any condition or qualification.
xii. It is not non-responsive in terms hereof.

3.24.2 Any bid received in a format other than the prescribed format shall be considered to be non-responsive.

3.24.3 The Bank reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Bank in respect of such Bid.

3.25 Evaluation of Price Bids and Finalization/ Financial Evaluation

3.25.1 **Financial Bids of only those bidders will be opened whose Technical Bids are accepted by the Bank.**

3.25.2 The format for quoting financial bid is set out in Annexure "E" and "L". Only those Bidders, whose bids are qualified, would be shortlisted for financial evaluation.

3.25.3 The lowest bidder will be declared as L-1, L-2 & L-3.

3.25.4 The bank reserves the right to opt for manual negotiation.

3.26 Contacting the Bank

3.26.1 No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Price Bid to the time the Contract is awarded.
3.26.2 Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

3.27 Award Criteria

3.27.1 The Bank will award the Contract to the successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined the lowest evaluated Bid by Tender Process Committee at HO Baroda.

3.27.2 Bank does not guarantee procurement of any minimum quantity of various items. Further, the items may be added/modified/deleted and the given list is only tentative. For the same item, there may be further variations based on language.

3.27.3 The vendor will be selected as L1, L2, L3 based on the lowest prices. The L1, L2 & L3- (at the discretion of Bank)] vendor will be given the pilot project. The Bank reserves the right to distribute the job to more than one vendor at L-1 rates as per the requirement of the Bank. The Bank will be within its right to distribute/ split the work order among L1, L2 and L3 vendors under the above tender, if considered necessary in the interest of the Bank provided L-2 and L-3 vendors match the rates offered by L-1. The distribution of work in L1 & L2 shall be in the ratio of 60:40 and in L1, L2 and L3 it will be in the ratio of 50:30:20.

3.27.4 The **L1 price finalized after process will be valid for three years** from the date of executing the (Service Level Agreement-SLA) subject to periodical/annual review by Bank for continuation or otherwise. Head Office of the Bank will issue multiple purchase orders of their stationery requirement.

3.27.5 The Bank reserves the right to cancel/modify/change the existing contract/ call for fresh quotes for all/some item any time during the validity period, if considered necessary. The bank may at its discretion procure the stocks kept with the vendor before cancellation.

3.28 Bank's right to accept any bid and to reject any or all bids

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action. Bank may at its sole discretion, if it notices that any vendor is not capable of or not having the required facilities as well as understanding of process, may cancel the bid response of concerned vendor. The bid fee may/may not be returned to the vendor and decision will rest with the bank.

3.29 Notification of Award

3.29.1 Prior to expiration of the period of bid validity, the Bank will notify the successful bidder/bidders in writing or by e-mail, that his bid has been accepted.

3.29.2 The notification of award will constitute the formation of the Contract. The selected Bidder should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within 7 days of receipt of the communication. The selected vendor will have to enter into detailed contract agreement (Service Level Agreement-SLA) terms of which is tentatively mentioned in "Part-IV Terms & Conditions" along with letter of acceptance, NDA (Non Disclosure Agreement), Security Deposit (SD) and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with

the RFP. The bank may modify/relax/add some more terms and conditions in the contract agreements.

3.29.3 Upon notification of award to the successful bidders, the Bank will notify unsuccessful Bidder and will discharge/return their EMD.

3.30 Security Deposit (SD):

In addition to the Earnest Money Deposit mentioned in this tender notice, Bank has decided to obtain Security Deposit of **Rs.1,00,000/- (Rupees One lakh only)** from the successful tenderer/s who will be awarded printing work. The said deposit would be taken in the form of Fixed Deposit issued by Baroda Gujarat Gramin Bank for three years bearing applicable interest rate at the time of depositing. Purchase Orders will be released only after receipt of the Security Deposit.

The earnest money deposited with the bank shall be returned after the execution of necessary Agreement and document and security deposit of **Rs.1,00,000/- (Rupees One lakh only)** or it can be adjusted in preparing Security deposit.

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

3.31 Signing of Contract:

3.31.1 In the absence of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder, if advised by the bank.

3.31.2 Failure of the successful Bidder to comply with the requirement of Clause 3.29.2 and /or 3.30 shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

3.31.3 The Bank reserves the right either to forfeit the EMD/Security Deposit or to cancel the contract if the Bidder fails to meet the terms of this RFP or contracts entered into with them.

3.32 MISCELLANEOUS

Notwithstanding anything said above, the Bank reserves the right to reject the contract or cancel the entire process without assigning reasons thereto.

PART -4. TERMS AND CONDITIONS (TCC)

4.1 Definitions: In this Contract, the following terms shall be interpreted as indicated unless inconsistent with the subject matter or context:

4.1.1 "The Bank" Bank/BARODA GUJARAT GRAMIN BANK -Reference to the "the Bank", "Bank" and "Purchaser" shall be determined in context and may mean without limitation "BARODA GUJARAT GRAMIN BANK".

4.1.2 Bidder/ Vendor/Supplier – An eligible entity/firm submitting a Proposal/Bid in response to this RFP.

4.1.3 Proposal/ Bid – the Bidder's written reply or submission in response to this RFP.

4.1.4 RFP – the request for proposal (this document) in its entirety, inclusive of any addenda that may be issued by the Bank.

4.1.5 "The Contract" or "The agreement" means the agreement to be entered into between the Bank and the Vendor, including all attachments and appendices thereto and all documents incorporated by reference therein;

4.1.6 Successful Bidder/vendor whose bid is found to be qualified and whose price as per the financial bid is the lowest (L1 vendor; Also L2 & L3 vendor agreeable at L1 Rate) and to whom notification of award has been given by Bank.

4.1.7 "The Project" means stationery management process wherein the selected vendors will be responsible for implementation of end to end stationery management solution in the bank i.e. printing/procurement of all the stationery items in specified formats and supplying the same within specified TAT to the branches/offices as per online requisition/indenting made through software applications apart from generating MIS and support services.

4.1.8 **Others:**

a) Language of Bid: All bids and supporting documentation shall be submitted in English.

b) BANK reserves the right to accept or reject any or all Bids without assigning any reason thereof and Bank's decision in this regard will be treated as final. Bids may be accepted or rejected in total or any part or items thereof. No contractual whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of the Bank and the Bidder. However, until a formal contract is prepared and executed, this offer together with Bank's written acceptance & notification of award shall constitute a binding contract with the vendor.

c) Any Bid not containing sufficient information, in view of BARODA GUJARAT GRAMIN BANK to permit a thorough analysis may be rejected.

d) The Bank shall have the right to reject the bids not submitted in the prescribed format or incomplete in any manner.

e) BARODA GUJARAT GRAMIN BANK is not responsible for non-receipt of bids within the specified date and time due to any reason including postal delays or holidays.

f) The Bank also reserves the right to alter/ modify any/ some/ all of the requirements, as it may deem necessary, and notify the same through email/letter/fax before the last date for submission of response under this RFP. The Bidders should be agreeable for the same.

g) Bids not conforming to the requirements of the RFP may not be considered by BANK. However, BANK reserves the right, at any time, to waive any of the requirements of the RFP, if in the sole discretion of BANK, the best interest of BANK be served by such waiver.

h) Bidder understands that the items and consumption details thereof mentioned in the Annexure "L" is only tentative **not only the number of items to be supplied but its consumption may also vary drastically**.

i) BANK shall have the right to cancel the RFP process at any time prior to award of contract, without thereby incurring any liabilities to the

affected Bidder(s). Reasons for cancellation, as determined by BANK in its sole discretion include but are not limited to, the following:

(i) Project contemplated is no longer required or has undergone major changes.
(ii) Scope of work were not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments
(iii) Proposed prices are unacceptable to the project
(iv) The Project is not in the best interest of BANK
(v) Any other reason

j) BANK reserves the right to verify the validity of bid information and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of RFP or even after award of contract.

k) BANK reserves the right to re-negotiate the prices in the event of changes in the market conditions and/or technology etc

l) Bank reserves the right to appoint a consultant at any stage during bidding process.

m) During the term of agreement, bidder will not hire or retain, either as an employee or consultant any employee of Bank. During the contract period, the Bank reserves the right to appoint any person selected through normal recruitment process followed by the bank.

n) All pages of RFP should be stamped and signed by Authorized Signatory of the Bidder.

o) Vendor should carry out promptly any change request necessitated by the Bank

p) Bank may choose to take an undertaking from Vendor employees to maintain the confidentiality of the Bank's information/documents etc. Bank may seek details / confirmation on background verification of Vendor's employees worked/working on Bank's project as may have been undertaken / executed by the Vendor. Vendor should be agreeable for any such undertaking/verification.

q) In case of a difference of opinion on the part of the Bidder in comprehending and/or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by the Bank shall be binding and final on the Bidder.

4.2 Use of Contract Documents and Information

4.2.1 The Vendor shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2.2 The Vendor will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

4.2.3 The Vendor shall not, without the Bank's prior written consent, make use of any document or information except for purposes of performing the Contract.

4.2.4 Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Vendor's performance under the Contract, if so required by the Bank.

4.3 Patent Rights

4.3.1 In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods/software/application or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay. The Vendor shall indemnify the Bank against all third party claims.

4.4 Inspection and Quality Control Tests & Audit

4.4.1 The Bank reserves the right to carry out factory / godown/warehouse inspection at by a team of Bank officials or demand a demonstration of the stationery management application/solution proposed on a representative model in Bidder's office apart from testing its printing capabilities.

4.4.2 The Bank may, at its discretion inspect, test regularly/at irregular intervals the products after/before delivery of the same to the Bank and where necessary may reject the products which does not meet the specification provided by the Bank. This shall in no way be limited or waived by reason of the products having previously being inspected, tested and passed by the Bank or its representative prior to the products shipment from the place of origin.

4.4.3 The Bank's at its discretion may carry out periodic inspection/quality checks on continual basis and where necessary may reject the products which do not meet the specifications provided by the Bank.

4.4.4 The inspection and quality control tests may be conducted on the Premises / godown / warehouse of the Supplier, at point of delivery and / or at the Goods' final destination. Reasonable facilities and assistance, including access to shall be furnished to the inspectors, at no charge to the Bank. If the testing is conducted at the point of delivery or at the final destination, due to failure by the vendor to provide necessary facility / equipment at his premises, all the cost of such inspection like travel, boarding, lodging & other incidental Expenses of the Bank's representatives to be borne by the vendor.

4.4.5 The Supplier shall use licensed software for all software products, whether developed by it or acquired from others for integration to BANK application for stationery management. The Supplier shall also indemnify the Bank against any levies/penalties on account of any default in this regard.

4.4.6 The selected bidder shall, whenever required, furnish all relevant information, records, and data to such auditors and / or inspecting officials of the Bank / Reserve Bank of India and or any regulatory authority / Bank's consultant / Testing agency entrusted by the Bank to carry out this work.

4.4.7 Nothing stated herein above shall in any way release the Vendor from any warranty or other obligations under this Contract.

4.5 Delivery & Documentation

4.5.1 The Vendor shall provide such packing of the products as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Size and weights of packing case shall take into consideration, where appropriate, the remoteness of the Products final destination and the absence of heavy handling facilities at all transit points.

4.5.2 Delivery of the Goods and performance of the services/support services shall be made by the Vendor in accordance with the time schedule, specification, scope of the project and other terms & conditions as specified in the RFP/SLA/Contract. Any delay in performing the obligation /defect in performance by the vendor may result in imposition of liquidated damages, forfeiture of the Security Deposit and/or termination of contract.

4.5 Payment Terms

4.5.1 Payment shall be made in Indian Rupees.

4.5.2 Payment (after TDS etc as applicable) will be made online centrally by Head Office, Vadodara

4.6 Prices

4.6.1 Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.

However, as amendment/ modification in the existing items as well as introduction of new items are envisaged at frequent level, the pricing of these items will be arrived at by comparable items/changes made or rate decided/discovered by the bank and Bank decision in this regard will be final and acceptable to all vendors.

4.6.2 The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. GST, excise duty, custom duty, etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

4.7 Change Orders

4.7.1 As per the nature of project , the stationery items (customised/non customised) specifications may be required to be changed/modified as well as new items will be introduced which will be required to be incorporated promptly by the vendor and supplied as per order indented by the branches/offices. The change in price as decided by comparable item/otherwise as finalised by the bank will be acceptable to all the vendors. Further the quantity mentioned is only approximate and it may increase/decrease as per bank's requirement.

4.7.2 Contract Amendments: No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

4. 8 Delays in the Vendor's Performance

4.8.1. Delivery of the Goods and performance of the services/support services shall be made by the Vendor in accordance with the time schedule, specification, scope of the project and other terms & conditions as specified in the RFP/SLA/Contract.

4.8.2 If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely delivery of the Products and performance of Services, the Vendor shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Vendor's notice, the Bank shall evaluate the situation and may, at its discretion, extend the Vendors' time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.

4.8.3 Except as provided in the above clause, a delay by the Vendor in the performance of its delivery obligations/defect in performance by the vendor shall render the Vendor liable to the imposition of liquidated damages, forfeiture of the Security Deposit and/or termination of contract, unless an extension of time is agreed upon without the application of liquidated damages.

4.9 Penalties and Damages:

4.9.1 If the Vendor fails to deliver any or all of the Products or perform the Services within the time period(s) specified in the Contract, the Bank may charge a penalty of 1 percent per day subject to maximum amount of 10% of the order (related purchase order/related item value).

4.9.2 The total penalties recoverable for deliveries not effected within the time frame prescribed in clause 3.14.2 will therefore be capped at 10% of the contract price (related purchase order/related item value).

4.9.3 The vendor's liability in case of claims against the Bank resulting from wilful misconduct or gross negligence of vendor , its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other intellectual property rights or breach of confidentiality obligations shall be for unlimited damages.

4.9.4 If the vendor exits or terminates the contract before expiry of its tenure in that circumstances for failure of delivery of any or all of the products or for non-performance the liability of the vendor shall be for Liquidated Damages subject to the maximum of the total contract price of contract value.

4.10 Conflict of Interest:

Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Security Deposit, as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of

the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

(a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

i. where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

ii. subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

(b) a constituent of such Bidder is also a constituent of another Bidder; or

(c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

(d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

(e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others’ information about, or to influence the Bid of either or each other; or

(f) Such Bidder or any Associate thereof is the Application Solution Provider to the Project or has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the Project.

4.11 Standard of Ethics:

4.11.1 The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding

Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the Bidding Process.

4.11.2 Without prejudice to the rights of the Bank under Clause hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the Bidding Process, such Bidder shall not be permitted to participate in any further EOI/RFP issued by the Bank at the discretion of Bank.

4.11.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

(a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the Bidding Process has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;

(b) **"Fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;

(c) **"Coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

(d) **"Undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

(e) **"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

4.12 Termination for Default

4.12.1 The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Vendor, may terminate the Contract in whole or in part:

(a) If the Vendor fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;

Or

(b) If the Vendor fails to perform any other obligation(s) under the Contract.

4.12.2 In the event the Bank terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Products similar to those undelivered, and the Vendor shall be liable to the Bank for any excess costs for such similar Products. However, the Vendor shall continue performance of the Contract to the extent not terminated.

4.13 Force Majeure

4.13.1 Notwithstanding the provisions of Terms & Conditions , the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

4.13.2 For purposes of this clause, “Force Majeure” means any failure or delay by selected vendor or Bank in the performance of its obligations, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of governmental authorities or other events beyond the reasonable control of non-performing party, is not a default or a ground for termination.

4.13.3 If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

4.14 Termination for Insolvency

4.14.1 The Bank may, at any time, terminate the Contract by giving written notice to the Vendor if the Vendor becomes Bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

4.15 Termination for Convenience

4.15.1 The Bank, by written notice of 30 days sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience.

4.16 Resolution of Disputes

4.16.1 The Bank and the Vendor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract etc).

4.16.2 If the Bank and the Vendor have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These

mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.

4.16.3 The Vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained

4.16.4 The dispute resolution mechanism to be applied shall be as follows:

(a) In case of Dispute or difference arising between the Bank and the Vendor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996.

(b) Arbitration proceedings shall be held at Baroda, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;

(c) The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

4.17 Governing Language: The governing language shall be English.

4.18 Applicable Law: The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subject to the exclusive jurisdiction of courts at Vadodara.

4.19 Taxes and Duties

4.19.1 The Vendor will be entirely responsible for all applicable taxes like Central / State Government levies, sales tax, VAT, excise duty, cess, charges, license fees, road permits, GST etc. in connection with delivery of products at site including incidental services/unloading etc. Payment of Octroi/ Entry Tax, if applicable, will be reimbursed at actuals upon production of original receipts.

4.19.2 Income / Corporate Taxes in India: The Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Vendor shall include all such taxes in the contract price.

4.19.3 Tax deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.

4.19.4 The Vendor’s staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Vendor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

4.20 Vendor's obligations

4.20.1 The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

4.20.2 The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the goods to the location where delivery is to be done. The Bank would only provide necessary letters if required for enabling procurement of the same.

4.20.3 The Vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.

4.20.4 The Vendor will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

4.20.5 The Vendor is responsible for managing the activities of its personnel or subcontracted personnel and will hold itself responsible for any misdemeanours.

4.20.6 The Vendor will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank as explained under 'Non Disclosure Agreement' in ***Annexure K*** of this document and the Successful Bidder / Vendor shall have to sign the Non Disclosure Agreement with the Bank.

4.21 Patent Rights/Intellectual Property Rights

In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial design rights arising from the use of the Products or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay.

4.22 Right to use or reject defective product

If the goods are delivered in damaged condition or the specifications/quality varies than the stipulated one, the bank reserves the right to use/reject as it may deem fit. Further, proportionate payment with usual deduction may be made as per bank's discretion.

4.23 Powers to Vary or Omit Work

4.23.1 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful bidder to make any variation without prejudice to the contract. The finally selected bidders shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any suggested variations would, in the opinion of the finally selected bidders, if

carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful bidder to make such other modified variation without prejudice to the contract. The finally selected bidders shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If Bank confirms his instructions, the successful bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

4.23.2 In any case in which the successful bidder has received instructions from Bank as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

4.23.3 As per the nature of project, the stationery items (customised/non customised) specifications may be required to be changed/modified as well as new items will be introduced which will be required to be incorporated promptly by the vendor and supplied as per order indented by the branches/offices. The change in price as decided by comparable item/otherwise as finalized by the bank will be acceptable to all the vendors. Further the number of items & its quantity mentioned is only approximate and it may increase/decrease as per bank's requirement.

4.24 No Waiver of Bank Rights or Successful Bidder's Liability

Neither any payment sign-off by Bank, nor any payment by Bank for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by Bank shall affect or prejudice the rights of Bank against the finally selected bidders, or relieve the finally selected bidders of his obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in Bank to pay for alterations/ amendments/ variations, or discharge the liability of the successful bidder for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify Bank nor shall any such certificate nor the acceptance by him of any such paid on account or otherwise affect or prejudice the rights of the successful bidder against Bank.

4.25 Indemnity

The Successful Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against any claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Successful Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP document or breach of any representation or warranty by the Successful Bidder, (iii) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements. The Successful Bidder should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- Non-compliance of the Laws / Governmental Requirements
- IP infringement
- Negligence and misconduct of the Bidder, its employees, and agents

- Breach of any terms of RFP document or Representation made by the Successful Bidder.
- Act or omission in performance of service.

4.26 SET-OFF

a) Without prejudice to other rights and remedies available to BGGB, BGGB shall be entitled to set-off or adjust any amounts due to Successful bidder, for breach of any clause of this document from the Successful bidder, against payments due and payable by Bank to the Successful Bidder for the services rendered.

b) The provisions of this Clause shall survive the termination of the agreement / document.

4.27 Miscellaneous

A detailed contract agreement/SLA will be finalized after selection of successful bidder wherein bank may add some more terms and conditions in the contract agreements (SLA) as per RFP scope as well as requirement of the project and feedbacks of vendors as it deems fit. The learning from pilot project will also be incorporated in the SLA.

Annexure A

Methodologies For Financial Bid

3.6.1 **QUOTING OF RATES and METHOD FOR ARRIVING L1 RATE/VENDOR:**

i) All the vendors will be given list of items to be printed with full specification as per Annexure L. The vendors will be given opportunity to view/see the hardcopy/softcopy of printable items.

ii) The vendors need to give their indicative price for all the items.

Vendors will be selected as L1, L2, L3 vendor as per the lowest price quoted for all items as per Annexure "L". All selected vendors have to supply at L1 price for all the items.

v) 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.

vi) The vendor will be selected as L1, L2, L3 based on the lowest prices. The rates will remain fixed for 3 years subject to review every year.

vii) The L1 vendor will be given their share in the contract as per CVC guidelines.

viii) The L2 and L3 vendor will also be given their share in the contract as per CVC guidelines or as decided by the Bank. However they have to supply the item on the basis of L1 rate.

ix) In case of non-acceptance by L2 /L3 or any dispute, bank will be taking suitable decision as it deems fit.

x) Initially the vendors will be allotted piloting the project Bank may consider allotting work pertaining to one or more Regions, instead of the entire Bank at a time at its discretion.

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.

Annexure-B

RFP BID COVERING LETTER
(To be included in the Technical Bid Envelope)
Date: _____
To
The General Manager,
Baroda Gujarat Gramin Bank
Head Office,
Suraj Plaza-I,
3rd &4th Floor, Sayajigunj,
BARODA

Dear Sir,

Ref: RFP No. BGGB: HO: P&E: 01: 01 dated 04-03-2020

1.We have examined the RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to supply the stationery items for the Bank's end to end stationery management, as per the terms and conditions spelt out in the RFP.
2. We understand that the selected vendor will be responsible for implementation of end to end stationery management solution in the bank i.e. printing/procurement of all the stationery items in specified formats and supplying the same within specified TAT to the branches/offices as per online requisition/indenting made through Bank's software application dovetailed with vendor's IT system along with generation of MIS and provision of other support services.
3. In respect to your RFP mentioned above, we submit our Bid Document herewith. As desired in the RFP, we are submitting our bids in two separate sealed envelopes, one containing Technical Bid and other Financial Bid, both together in one envelope.
4. While submitting this bid, we certify that:

- The undersigned is authorized to sign on behalf of the VENDOR and the necessary support document delegating this authority is enclosed to this letter.
- We confirm that we have the necessary legal, regulatory, statutory and corporate authority / eligibility and competency to participate in this RFP and also to provide the services as per the RFP if we are selected.
- We confirm that we fulfill all the eligibility criteria as mentioned in RFP Ref. No. BGGB: HO: P&E: 01: 01 dated 04-03-2020 and We have read, understood and accept the terms and conditions mentioned in the RFP document and have understood the requirement of bank and competent to fulfil the obligation if selected.
- We confirm that we have quoted for all the items/services mentioned in the bid in our financial bid.
- Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a bid for restricting competition.

- The rate quoted in the indicative price bids are as per the RFP and subsequent pre-bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
- We understand that the proposed new process is based on the backbone of IT infrastructure and we are capable of handling the bank's requirement in an efficient manner.
- We agree for the change in scope of works.

5. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the bank to do so, a contract in the prescribed form.
6. We hereby undertake and agree to abide by all terms and conditions of the RFP and confirm that the rates finalized as per RFP will be valid for a period of three years.
7. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
8. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
9. We hereby confirm that we have not been declared ineligible by the Government of India/State Governments/ Regulatory Agencies for having indulged in corrupt and fraudulent practices.
10. We also certify that the information/ data/ particulars furnished in our bids are factually correct.

We also accept that in the event of any information / data / particulars proving to be incorrect or submission of misleading information, the Bank will have the right to disqualify us from the bid apart from forfeiture of EMD/Security Deposit.

11. We understand that you are not bound to accept the lowest or any Bid received by you, and you may reject all or any bid without assigning any reason or giving any explanation whatsoever. You may accept or entrust the entire work to one vendor or divide the work to more than one vendor without assigning any reason or giving any explanation whatsoever.

Dated this ..... day of 2020

_____

(Signature) *(Name)* *(In the capacity of)*

Duly authorized to sign Bid for and on behalf of

Annexure C

Technical BID and Details of the Vendor/ Bidder

Sr. No.	Particulars	Details
1.	Name	
2.	Constitution of the Bidder	
3.	Date of Incorporation and / or commencement of business	
4.	Certificate of incorporation (Attach Copy)	
5.	Complete postal address / contact details of the bidder	
6.	Brief description of the Bidder including details of its main line of business	
7.	Company website URL	
8.	Particulars of the Authorized Signatory of the Bidder	
a.	Name	
b.	Designation	
c.	Address	
d.	Phone Number (Landline)	
e.	Mobile Number	
f.	Email Address	
9.	PAN of Firm / Proprietor:	
10.	GST Registration Certificate:	
The applicant should fulfill following Eligibility criteria:		
A.	The applicant/business establishment should be more than Five years old and be in the line of business of printing and supply of stationery items directly at least for the last three years ending 31-03-2019. (Attach Certificate)	**Yes / No** **Yes / No**
B.	The applicant should have experience of having supplied standardized stationery to minimum of two big organizations of repute preferably in Banking, financial services and insurance.	**Yes / No** **1.** **2.**
C.	Applicant should have all the necessary approvals / statutory clearances in place to undertake activities.	**Yes / No**
d.	The applicant should preferably be a profit making organization **(Attach Audited Balance Sheet)**	**Yes / No**
The applicant should fulfill following turnover and solvency criteria:		
e.	Domestic annual turnover of Rs.2 crore and above on account of printing and supply of stationery during 2018-19 & 2019-20	
f.	Minimum Tangible Net worth of Rs.25 Lacs as on 31-03-2018 & 31-03-2019	

Signature and Seal of Company/Organization

Annexure D

Bid Questionnaire

Sr no	Criteria	Response	Remark
1.	**Whether** applicant vendor has fully understood the requirement of BANK as mentioned in RFP Ref. No. BGGB: HO: P&E: 01: 01 dated 04-03-2020 and whether capabilities to undertake such task have.	Yes/No	
2.	**Whether** having existing Web interface whereby its client can indent and monitor its orders **or Whether** having existing IT infrastructure to accept online indenting and providing other online support services as mentioned in RFP Ref. No. BGGB: HO: P&E: 01: 01 dated 04-03-2020.	Yes/No	**If Yes,** please mention the workflow and various facilities available and details of any existing client, if any, using it. **If No,** please mention the plan of setting up of such facility and timeline of completing the same.
3.	**Whether** having capability of customizing/Dovetailing/ Integrating of IT infrastructure with that of Bank.	Yes/No	
4.	**Whether** having Own/ Tie-up Operational Print facility spread over Gujarat.	Yes/No	Please mention zone wise detailed list of own/tie-up Printers with their specifications & Capacity in terms of weight of paper (in tons)
5.	**Whether** having Own/Partner operational Warehouse & offices spread across Gujarat	Yes/No	Please mention zone wise detailed list of own/tie-up Warehouse & its available Capacity.
6.	**Whether** Having Experience of Distribution & Delivery across Gujarat.	Yes/No	Please mention how many postal pin codes touched in 2014-15 for supplying to its client.
7.	**Whether** Having Existing tie-up with couriers & India Post	Yes/No	Please mention details of tie-up and coverage of couriers in terms of pin codes covered.
8.	**Whether** complied with Full Statutory requirements.	Yes/No	Please mention Any disputes more than 10 lakhs.
9.	**Whether** having BCP/DRP Plan.	Yes/No	Please mention Plan/Write-up how the vendor will meet business continuity in case of any eventuality. Whether it has capability of continuing the operation in case of any breakdown/lockup etc. (a. In case of exigencies printing can be shifted to other own/tie-up Printers; b) Delivery can be arranged with other courier)

Signature and Seal of Company/Organization

Annexure E

FINANCIAL BID
(to be included in Financial Bid Proposal Envelope)
To
The General Manager
Baroda Gujarat Gramin Bank
Head Office, Suraj Plaza-I,
4th Floor, Sayajigunj,
BARODA

Dear Sir,

Ref: BGGB: HO: P&E: 01: 01 dated 04-03-2020

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 "L" in conformity with the said RFP documents :-

Sr. No.	Item	COST (Rs.)	COST (Rs.)	COST (Rs.)
A	**B**	**C**	**D**	**E**
1	Total Cost (Indicative unit price x quantity) of various Items as per Annexure "L"			

The price should represent landed cost i.e. the price should be inclusive of the cost of all materials, printing, labour, all taxes / levies / duties, packing as per requirement, and unloading at delivery location (No sales tax exemption form will be given by BANK).

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 "L". ***Bidders are requested to quote -3- Rates for each stationery item for different quantities i.e. minimum, average and maximum quantity.*** Please also attach copy of Annexure "L". Final selection of the vendors will be based on the prices quoted in Annexure "L" for each items of stationery.)

_____

(Signature) *(Name)* *(In the capacity of)*

Duly authorized to sign Bid for and on behalf of

Dated this ..... day of 2020

ANNEXURE – F

Bank's Region wise district Coverage in Gujarat State

Sr.No	Regional Office	District Covered
1	**Bhuj**	Kutch
2	**Godhra**	Panchmahal, Dahod, Mahisagar
3	**Himatnagar**	Aravalli, Gandhinagar, Sabarkantha
4	**Mehsana**	Ahmedabad, Mehsana
5	**Patan**	Banaskantha, Patan
6	**Vadodara**	Vadodara, Bharuch, Narmada, Chhota Udepur, Anand, Kheda
7	**Valsad**	Valsad, Dangs, Navsari, Surat, Tapi

ANNEXURE – G

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	**10 to 15 Days**
Complaint Redressal	Problem resolution within 7 days from the date of lodging issue/ complaint. Delay in resolution after 7 days will attract Penalty.
Reports/MIS	Various MIS/ report at regular interval apart from any specific Report as demanded by bank. Delay/Non submission will entail suitable penalty.
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. Learnings from Pilot will further be incorporated into SLA.

Annexure “H”

----------NIL----------

Annexure I

Bidder's Forwarding Letter for Bid Fee of Rs 5,000/-and EMD Of Rs 50,000/-

To
The General Manager,
Baroda Gujarat Gramin Bank,
Head Office, Suraj Plaza-I,
4th Floor, Sayajigunj,
BARODA

Dear Sir,

SUB: SELECTION OF VENDORS FOR END TO END STATIONERY MANAGEMENT RFP

Ref: BGGB: HO: P&E: 01: 01 dated 04-03-2020

We enclose RFP Bid fee (Non Refundable) of Rs 5,000/-(Rupees Five thousand only) and EMD in the form of a Demand Draft / Banker's Cheque/ Pay Order for the sum of Rs.50,000/-only (Rupees Fifty thousand only) drawn in favour of BARODA GUJARAT GRAMIN BANK payable at Baroda. We also understand and agree that no interest will be paid on EMD amount. This EMD will be treated as per terms and conditions set out in this RFP.

Thanking you,

Yours faithfully

(Authorized Signatory)
Name
Company/Organization Seal

Date

Business address

Annexure “J”

----------NIL----------

Annexure-K

NON-DISCLOSURE AGREEMENT

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made and entered into on _____ (Effective Date)

Between:

Baroda Gujarat Gramin Bank, a Body corporate constituted under the Regional Rural Bank Act, 1975 and having its Head Office at 3rd & 4th Floor, Sayajiganj , Vadodara -390 005, hereinafter referred to as the '**Bank**' which expression shall unless repugnant to the context or meaning thereof shall include its successors and assigns of the One Part

And

_____ (hereinafter referred to as "_____"

which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And Whereas

1 _____ is carrying on business of providing

2 _____, has agreed to

3 _____ for the Bank and other related tasks.

2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER

1. **Confidential Information and Confidential Materials:**

(a) "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement

(b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.

(c) “Confidential Materials” shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

2. **Restrictions**

(a) Each party shall treat as confidential the Contract and any and all information (“confidential information”) obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party’s own employees and other persons and then only to those employees and persons who need to know the same) without the other party’s written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement. If the Contractor shall appoint any Sub-Contractor then the Contractor may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Customer an undertaking in similar terms to the provisions of this clause.

(b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

(1) the statutory auditors of the Receiving Party and

(2) regulatory authorities regulating the affairs of the Receiving party and inspectors and supervisory bodies thereof

(c)The foregoing obligations as to confidentiality shall survive any termination of this Agreement

(d)Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party’s business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

(e)Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

3. **Rights and Remedies**

(a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

(b) At the time of closure or determination of the Agreement, the Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party’s request, or at Disclosing Party’s option, certify destruction of the same.

(c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

a. Suspension of access privileges
b. Change of personnel assigned to the job
c. Financial liability for actual, consequential or incidental damages
d. Termination of contract
(d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.
4. The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party
a)Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control.
b) To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party.
c) So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control.
d) To the 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.
e) The rights in and to the data / information residing at the Bank's premises, including at the DRC even in the event of disputes shall at all times solely vest with the Bank.
4.1 This shall not be applicable and shall impose no obligation on the receiving party with respect to any portion of Confidential Information which:
a) was at the time received or which thereafter becomes, through no act or failure on the part of the receiving party, generally known or available to the public;
b) is known to the receiving party at the time of receiving such information as evidenced by documentation then rightfully in the possession of the receiving party;
c) is furnished by others to the receiving party without restriction of disclosure;
d) is thereafter rightfully furnished to the receiving party by a third party without restriction by that third party on disclosure;
e) has been disclosed pursuant to the requirements of law or by any court of competent jurisdiction, the rules and regulations of any recognised stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.
f) was independently developed by the receiving party without the help of the Confidential Information.

4.2 The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure under the contract shall not confer on the Receiving Party any rights whatsoever beyond those contained in the contract.

4.3 Without prejudice to any other rights or remedies which a Party may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of the clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Clause. Further, breach of this Clause shall be treated as “Material Breach” for the purpose of the contract.

4.4 The confidentiality obligations shall survive the expiry or termination of the agreement between the Successful Vendor / Bidder and the Bank.

5. **Miscellaneous**

(a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.

(b) Any software and documentation provided under this Agreement is provided with
RESTRICTED RIGHTS.

(c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

(d) The terms of Confidentiality under this Agreement shall not be construed to limit either party’s right to independently develop or acquire product without use of the other party’s Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term
“residuals” means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the
foregoing shall not be deemed to grant to either party a license under the other party’s copyrights or patents.

(e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

(f) In the event of a dispute or difference of any nature whatsoever between Bank and the vendor during the course of the assignment, the same will be settled through the process of arbitration conducted by a sole Arbitrator appointed by the Bank. Arbitration will be carried out at Baroda (Bank Head Office) with the provisions of Indian Arbitration and Conciliation Act
1996 or any Amendments or Re-enactments thereto.

(g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

(h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(i) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

6. **Suggestions and Feedback**

(a) Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both parties agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this _____ day of _____ *2019* at _____

(month) (place)

For and on behalf of _____
Name
Designation
Place
Signature
For and on behalf of _____
Name
Designation
Place
Signature