



**The Ahmedabad District Co-operative Bank Ltd.**

**Near Gandhibridge, Opp. Income tax Office, Ahmedabad-380 014**

WEBSITE :-www.adcbank.coop

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**E-TENDER FOR PROVIDING PRINTING JOB FOR THE AHMEDABAD DIST. CO-OP.  
BANK LTD. (HEREINAFTER REFERRED AS ADC BANK). AHMEDABAD**

NOTIFICATION NO. ADC/PRINTING/2024/004

Date : 30/11/2024

(n)Procure Tender ID - \_\_\_\_\_

**Address for Document Submission**

To,  
The Ahmedabad District Co-Operative Bank Ltd.,  
Stationary Department  
Near Gandhi Bridge, Opp. Income Tax Office,  
Ashram Road, Ahmedabad – 380 014.

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## 1. Request for Proposal

The Ahmedabad Dist. Co-operative Bank Ltd. Invites e-tenders for "Providing Printing Job for Ahmedabad Dist. Co-operative Bank Ltd. (Hereinafter Referred As ADC Bank) Ahmedabad". Bidders / Agencies are advised to study this RFP document carefully before submitting their proposals in response to the Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

The complete bidding document has been published on <https://tender.nprocure.com> and [www.adcbank.coop](http://www.adcbank.coop) for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Tendering) subject to the submission of required tender/ bidding document fees and EMD.

Please note that the interested parties will have to access the website <https://tender.nprocure.com> and [www.adcbank.coop](http://www.adcbank.coop) and get themselves registered so as to enable them to participate in the e-Tendering process before due date.

The Bidder has to use two-cover (Technical Bid and Commercial Bid) method through e-Tendering in order to fill up the Tender.

Bidders (authorized signatory) shall submit their offers online in electronic formats for preliminary qualification, technical and financial proposal. However, Tender Document Fees, and Earnest Money Deposit (EMD) shall be paid as per the details provided in the RFP. Ahmedabad Dist. Co-operative Bank Ltd. Shall not be responsible for delay in online submission by bidder due to any reason. For this, bidders are requested to upload the complete bid proposal well in advance so as to avoid issues like slow speed, choking of web site due to heavy load or any other unforeseen problems. All the terms and conditions mentioned in the tender application are binding on Bidders.

For any technical queries, please write to [it.hardware@adcbank.coop](mailto:it.hardware@adcbank.coop)

Place: Ahmedabad

Date: 30.11.2024

Sd/-

Authorized Officer

Ahmedabad Dist. Co-operative Bank Ltd.

**DISCLAIMER:**

The information contained in this Request for Proposal ("TENDER") document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of ADC Bank Limited ("ADC Bank"/The Bank), is provided to the bidder(s) on the terms and conditions set out in this TENDER document and all other terms and conditions subject to which such information is provided.

This TENDER document is not an agreement and is not an offer or invitation by ADC Bank to any parties other than the applicants who are qualified to submit the bids ("Bidders"). The purpose of this TENDER is to provide the Bidder(s) with information to assist the formulation of their proposals. This TENDER does not claim to contain all the information each Bidder may require. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this TENDER. ADC Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this TENDER. ADC Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this TENDER.

The information contained in the document is selective and is subject to update, expansion, revision and amendment. ADC Bank does not undertake to provide any Bidder with access to any additional information or to update the information in this document or to correct any inaccuracies therein, which may become apparent. ADC Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this document and/or cancel the bidding process, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Bidders. Any information contained in this document will be superseded by any later written information on the same subject made available/accessible to all recipients by ADC Bank.

ADC Bank also does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this document. ADC Bank reserves the right to reject any or all the responses to the tender documents / Bids received in response to this tender document and/or cancel the bidding process at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of ADC Bank shall be final, conclusive and binding on all the parties directly or indirectly connected with the bidding process.

It may be noted that notice regarding corrigenda, addendums, amendments, time-extensions, clarifications, response to bidder's queries etc., if any to the tender document, will not be published through any advertisement in newspapers or any other media. Prospective bidders shall regularly visit Bank's website for any changes / development in relation to this Tender document.

## 2. Details of Activities

S. No	Information	Details
1.	Date of Publication	Dt. 30.11.2024 12.00 Hrs.
2.	Download date	Dt. 30.11.2024 12.00 Hrs.
3.	Bid submission start date	Dt. 30.11.2024 12.00 Hrs.
4.	Pre Bid Meeting Date & time	Dt. 05.12.2024 16.00 Hrs.
5.	Pre Bid Meeting Venue	Head Office, The Ahmedabad Dist. Co-op. Bank Ltd., Gandhi Bridge Corner, Opp. Income Tax Office, Ashram Road, Ahmedabad – 380014, Gujarat.
6.	Bid Submission End date & time	Dt. 09.12.2024 15.00 Hrs.
7.	Technical Bid Opening Date & Time	Dt. 10.12.2024 16.00 Hrs.
8.	Commercial Bid Opening Date & Time	Will be informed later
9.	Document fee (Non Refundable)	Rs. 2,000/- (INR Two Thousand Only) + 18% GST (2,000 + 360(GST) = 2,360/-) to be deposited in the Bank Account mentioned below by or before the last date and time of submission of tender. Scanned copy of receipt is to be uploaded on e-procurement site along with the bid. Bids without tender fee will be rejected. Bank: The Ahmedabad Dist. Co-op. Bank Ltd. Account Name : SUNDRY CRERS ACCOUNTS Account No: 95092005551 IFSC:GSCB0ADC001
10.	EMD	Rs. 1,00,000/- (INR One Lakhs Only) to be deposited in the Bank Account mentioned below by or before the last date and time of submission of tender. Scanned copy of receipt is to be uploaded on e-procurement site along with the bid. Bids without EMD will be rejected. Bank: The Ahmedabad Dist. Co-op. Bank Ltd. Account Name : SUNDRY CRERS ACCOUNTS Account No: 95092005551 IFSC:GSCB0ADC001
11.	The Proposal should be filled in by the Bidder in English language only.	
12.	The bidder should quote price in Indian Rupees only. The offered price must be as per the Price Bid mentioned in the RFP.	
13.	No Consortium is allowed.	
14.	Proposals/ Bids must remain valid for 90 days from the date of opening of Commercial Bid.	

### 3. Instruction to Bidders

#### 3.1 General

All information supplied by bidders may be treated as contractually binding on the bidders, on successful award of the assignment by The Ahmedabad Dist. Co-operative Bank Ltd. On the basis of this RFP. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of The Ahmedabad Dist. Co-operative Bank Ltd. Any notification of preferred bidder status by The Ahmedabad Dist. Co-operative Bank Ltd. Shall not give rise to any enforceable rights by the Bidder. The Ahmedabad Dist. Co-operative Bank Ltd. May cancel this RFP at any time prior to a formal written contract being executed by or on behalf of The Ahmedabad Dist. Co-operative Bank Ltd.

#### 3.2 Compliant Proposals/ Completeness of Response

1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
2. Failure to comply with the requirements set out in this RFP may render the proposal noncompliant and the proposal may be rejected. Bidders must:
  - a. Include all documentation specified in this RFP;
  - b. Follow the format of this RFP and respond to each element in the order as set out in this RFP;
  - c. Comply with all requirements as set out within this RFP.

#### 3.3 Pre-bid Meeting and Clarifications

##### 1. Pre-bid Meeting

- a. The Ahmedabad Dist. Co-operative Bank Ltd. May hold a pre-bid meeting with the prospective bidders through physical mode and bidders are requested to submit their pre-bid queries 5<sup>th</sup> December, 2024 16:00 hours by email at [it.hardware@adcbank.coop](mailto:it.hardware@adcbank.coop)
- b. The bidders will have to ensure that their queries (if any) for pre-bid meeting should reach to The Ahmedabad Dist. Co-operative Bank Ltd. Only by email on [it.hardware@adcbank.coop](mailto:it.hardware@adcbank.coop) by the given date
- c. The queries should necessarily be submitted in following format (soft copy in MS Excel file to be attached)

S.N.	RFP Document Reference (Section & Page Number)	Content of RFP requiring clarification	Points of Clarification

- d. The Ahmedabad Dist. Co-operative Bank Ltd. Shall not be responsible for ensuring receipt of the bidder's queries. Any request for clarification posts the indicated date and time shall not be entertained by The Ahmedabad Dist. Co-operative Bank Ltd.
- e. The Ahmedabad Dist. Co-operative Bank Ltd. Will not respond to individual pre – bid queries. All the queries will be discussed internally by ADC Bank and any clarifications / changes will be communicated through the release of Corrigendum only.
- f. Bidders shall not communicate with ADC Bank to inquire about status of any query raised by them.

## 2. Issue of Corrigendum

- a. At any time prior to the last date for receipt of bids, The Ahmedabad Dist. Co-operative Bank Ltd. May for any reason whether at its initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a corrigendum.
- b. Any such corrigendum shall be deemed to be incorporated into the RFP. In order to provide prospective bidders reasonable time for taking the corrigendum in account, The Ahmedabad Dist. Co-operative Bank Ltd. May, at its discretion, extend the last date for the receipt of proposal.
- c. The corrigendum will be published on ADC Bank Website [www.adcbank.coop](http://www.adcbank.coop) and <https://tender.nprocure.com> only.

### 3.4 Key Requirements of the Bid:

#### 1. Right to Terminate the Process

- a. The Ahmedabad Dist. Co-operative Bank Ltd. May terminate the RFP process at any time and without assigning any reason. The Ahmedabad Dist. Co-operative Bank Ltd. Makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by The Ahmedabad Dist. Co-operative Bank Ltd. The bidder's participation in this process may result in The Ahmedabad Dist. Co-operative Bank Ltd. Selecting the bidder to engage towards execution of the contract.

#### 2. RFP Document Fees

RFP document can be downloaded from <https://tender.nprocure.com> and [www.adcbank.coop](http://www.adcbank.coop). Bidders are required to deposit the document Fee of ₹ 2,000/- (Rupees Two Thousand only) + GST in the bank account, the details of which are mentioned below, by or before the last date & time of submission of bid. Scanned copy of the proof of online credit is to be uploaded on <https://tender.nprocure.com> along with the bid. Proposals received without or with inadequate RFP document fees shall be rejected.

##### Bank Account Details

Bank: The Ahmedabad Dist. Co-op. Bank Ltd.

Title of Account: SUNDRY CRERS ACCOUNTS

Account No: 95092005551

IFSC:GSCB0ADC001

#### 3. Earnest Money Deposit (EMD)

Bidders are required to deposit the Earnest Money Deposit (EMD) of ₹1,00,000/- (Rupees One Lakhs only) in the bank account, the details of which are mentioned below, by or before the last date & time of submission of bid. Proposals received without or with inadequate EMD shall be rejected. EMD will be refunded within 30 days of completion of the tendering process.

##### Bank Account Details

Bank: The Ahmedabad Dist. Co-op. Bank Ltd.

Title of Account: SUNDRY CRERS ACCOUNTS

Account No: 95092005551

IFSC:GSCB0ADC001

#### 4. Method of Submission of Bids

- a) The two-bid cover system shall be followed. Technical and Commercial Bids shall be uploaded separately through the e-Tendering mode <https://tender.nprocure.com>. Please Note that Prices shall not be indicated in the Technical Proposal but shall only be indicated in the Commercial Proposal.
- b) All the pages of the proposal must be sequentially numbered and must contain the list of contents/index with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- c) All pages of the bid shall be signed and stamped by the authorized person.
- d) The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of proposal, in providing any additional information required by The Ahmedabad Dist. Co-operative Bank Ltd. To facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. The Ahmedabad Dist. Co-operative Bank Ltd. Will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- e) The offer submitted by the bidders should be valid for minimum period of 365 days from the date of submission of bid.
- f) Hard copy of Technical Bid with all the relevant document as per mentioned in RFP of this tender, need to submit on or before 9<sup>th</sup> December 2024 15.00 Hours at ADC Bank, Head Office, Ahmedabad.

#### 4. Bid Evaluation Process

##### 4.1 Eligible Bidders

1. This Invitation for Bids is open to the Firms (Private Limited Company/ Partnership Firm/Agency/ Public Limited Company/ any another Company/entity/ LLP) incorporated/registered under relevant Act in India.
2. The Bidder(s) has to comply the Pre-Qualification Criteria mentioned in Section 4.3
3. All participating Bidders are required to register in the e-procurement portal <https://tender.nprocure.com>. The Bidder intending to participate in the bid is required to register in the portal using his/her active personal/official e-mail ID as his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/She has to submit the relevant information as asked for about the firm.
4. The Ahmedabad Dist. Co-operative Bank Ltd. May disqualify or terminate the Contract at any stage if the Bidder has made untrue and false representation in the forms, statements and attachments submitted in the proof of the qualification requirement and/or have a record of poor performance such as abandoning the works, not properly completing the contract, inordinate delay in completion or financial failure, litigation history, etc.
5. ADC Bank reserves the right to disqualify a bid if it is found that bidder has quoted unfeasible and unreasonably low prices or exorbitantly high prices.
6. If proceedings for suspension or cancellation of registration or for blacklisting due to poor



performance by the Bidder has been started by any Department/ Undertaking of Government of any State or UT/ Government of India against the Bidder before the issue date of this Bid Document and the same is subsisting on the last date of submission of bid, the Bidder cannot participate in bidding process.

7. A bidder shall not have conflict of interest. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- ❖ They have controlling partner in common; or
- ❖ They receive or have received any direct or indirect subsidy from any of them; or
- ❖ They have the same legal representative for purposes of this bid; or
- ❖ They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of The Ahmedabad Dist. Co-operative Bank Ltd regarding this bidding process; or
- ❖ A Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the same Sub System Integrator in more than one bid; or
- ❖ A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
- ❖ A Bidder, or any of its affiliates has been hired (or proposed to be hired) by The Ahmedabad Dist. Co-operative Bank Ltd for the contract.

#### 4.2 Criteria for Bid Evaluation

A two-stage procedure will be adopted for evaluation of proposals as follows:

- Pre- Qualification or Eligibility Criteria
- Commercial bid opening and final evaluation

#### 4.3 Pre-Qualification Criteria

The Bidder shall have to fulfil following Pre-Qualification Criteria.

Bidders meeting the following Qualifying Criteria's, Documents & the Experience are eligible to submit their Bids Along with Supporting Documents. If the Bid is not accompanied by all the required documents & enclosed Annexures supporting eligibility criteria, information & declaration, the same would be rejected. The Invitation to bid is open to all Bidders who qualify the Eligibility Criteria's as given below:

1. This bid to respond is open to proprietorship/ partnership firms/ LLP/ Agency/ companies which are engaged in the business of Supply of Printed & Plain Stationery & Consumables.
2. The bidder should be an Indian Company/ Firm/Agency with Registered office in Ahmedabad/Gandhinagar (Gujarat). (Submit Registered Address Proof)
3. Bidder must be a registered firm/company / LLP / partnership firm /Agency/ proprietorship firm in government and registration should be minimum 5 (five) years or more. Bidders have firm's valid and

working/ currently active documents PAN, GST, Shop Establishment license, Certificate of Incorporation etc. (Submit the copies of all applicable)

4. Bidder should not have been blacklisted in past by any University/ State or Semi-Govt. /Central Govt. / BFSI/ PSU/ Corporate / Co-Operative /Municipal Corporation / Society /Regulator /statutory body. (Submit “Tender Acceptance Letter & Bid Undertaking” as Annexure A, with an authorized signatory with sign and stamp).
5. Information about the Organization or Bidder (Submit “Particulars of Bidder” as Annexure A – Part II, with an authorized signatory with sign and stamp).
6. The bidder should not be under liquidation, Black listed, court receivership or similar proceedings should not be bankrupt. Bidder should submit notarized affidavit on the Stamp Paper of Rs.300/- for the same. (as per Annexure-D)
7. Bidder should have an average annual turnover of at least Rs. 2 crore during last three financial years with a Positive balance sheet. (Submit Balance Sheet & C.A. certified copy of turnover Certificate for last 3 years).
8. The amount of Tender fee will Rs.2,000/- + GST and EMD amount Rs. 1 lakh to be deposited along with Technical Bid. Security Deposit amount Rs. 1 Lakh at the time of issuing work order. That all amount should be paid In favor of “The Ahmedabad Dist. Co-operative Bank Ltd” Payable in form of NEFT/RTGS/IMPS.
9. Bidder should have Minimum 5 years’ experience with a Sum of Purchase Order (exclusively supply of Office Stationery) valuing to a total of 25/- Lacs with a minimum of 1 Single Purchase Orders of Rs.10/- Lacs + and 3 Purchase Order of Rs.5/- Lacs and above, by any Govt./PSU/Corporate/ Banks/Co-Operative Banks(Preferable Co-Operative banks). Submit 1+3 Work Order/Purchase Order or Work Completion Certificates with said amount.
10. Bidder has to offer the product strictly within the brand name and Item parameters mentioned in 4.(b) financial bid format, Bidder has to upload or submit the same with the Offered Brand & name of item with Specifications (Submit 4.(b) financial bid format) with details in front of it.
11. The Agency should have its own Bank Account. Certified copy of the account maintenance for issued by the Bank shall be enclosed. (Submit Letter of Account maintained by Bank Duly Signed & Stamped on Bank’s Letter Head)
12. Earnest Money Deposit (EMD) The bidder should deposit Earnest Money Deposit (EMD) refundable in the form of NEFT/RTGS/IMPS payable The Ahmedabad Dist. Co-operative Bank Ltd, Ahmedabad. The bid without EMD shall be rejected and no correspondence will be entertained on this subject.

**a. Technical Bid**

**Section A: Tenderer General Information**

Name of the Tenderer Party/ Firm/ Company/Agency/LLP	
Status of Firm: Proprietorship /Limited Company / Partnership firm/ Agency/LLP/ Other (Specify)	
Name of Partner/Director/Proprietor	
Name of the Head & Designation	
Postal Address	
Local Office Address at (Gujarat) (Preferable Ahmedabad)	
Tele. No. (Office) & Mobile No.	
Website	
Email Address	

**Section B: Registration Details**

No.	Detail	Numbers	Date
1	Year of Establishment		
2	Registration No: (Proprietorship / Limited Company / Partnership firm/ Agency / LLP/ Other (Specify)) {should be minimum 05 (five) Years or More}		
3	PAN No.		
4	GST No.		
5	Shops and Establishment Registration		
6	Certificate of Incorporate MOA, AOA		

**Section C: Details of Financial Turn Over (at least Rs.200/- lakhs)**

No.	Financial Year	Turn Over (Amount)
1	2021- 22	
2	2022- 23	
3	2023- 24	

**Section D: Bank Account Detail**

No.	Name of Bank, Branch	Activated from	Type of account

## Section E: Experience Certificate (Exclusive Job of Printing)

No.	Office / Company Name	Place	Duration	Order Amount
1				
2				
3				
4				
5				
6				
7				

### Note:

- 1) Tenderer are requested for technical fulfillment, fill all above details online and also submit as per mentioned in Index and submit it physically.
- 2) Tenderer are request to submit all details in three covers.  
Cover: 1) for tender fee & EMD  
Cover: 2) for all technical documents. (Dully sign and stamp of tenderer firm)  
Cover: 3) Put cover 1 and 2 in Cover three and sealed it with title "E-Tender: Providing Printing Job"

**b. FINANCIAL BID**

<b>Sr.No.</b>	<b>NAME OF ITEM</b>	<b>RATE (WITHOUT GST)</b>
1	Outward Register (Full Scape Size - 200 Pages 60 Gsm Regular Binding)	
2	Inward Register (Full Scape Size - 200 Pages 60 Gsm Regular Binding)	
3	Account Opening / Closing Register (Full Scape Size - 100 Pages 60 Gsm Regular Binding)	
4	Receipt Payment Register (Full Scape Size - 200 Pages 60 Gsm Regular Binding)	
5	Scroll Book (Ledger Page - 200 Pages 80 Gsm Regular Binding)	
6	Nominal Register (A4 Size Page - 200 Pages 60 Gsm Regular Binding)	
7	Peon Delivery Register (50 Pages 60 Gsm)	
8	Master 1 Register (Ledger Page - 280 Pages 80 Gsm Canvas Binding)	
9	Master 2 Register (Full Scape 400 Pages 70 Gsm Canvas Binding)	
10	Loan Register (Ledger Page - 150 Pages 80 Gsm Canvas Binding)	
11	Head Office Post Register (1 + 1 100 Pages A4 Size 60 Gsm)	
12	Agri Laser KCC (Big Size - 300 Pages 80 Gsm )	
13	Attendance Book (Hajari Book) (Full Scape - 30 Pages 80 Gsm )	
14	Locker Opening Register (Full Scape - 200 Pages 60 Gsm )	
15	Locker Signature Register (Ledger Page - 200 Pages 80 Gsm )	
16	Nominee Register (Full Scape - 100 Pages 60 Gsm )	
17	Cash Summary Book (Full Scape - 200 Pages 60 Gsm )	
18	Miscellaneous Expenditure Allowance Register (Full Scape - 200 Pages 60 Gsm )	
19	Common Slip Book 10 Pages Center pin with Craft Cover	
20	Fixed Deposit Slip Book 200 Pages - 1 Pad	
21	Franking Slip book 200 Pages - 1 Pad	
22	B-1 Credit Voucher 200 Pages - 1 Pad	
23	Society Signature Card B -10	

24	Leave Certificate 50 Pages - 1 Pad	
25	Loose Cheque Book 100 Pages - 1 Book	
26	B-2 Debit Voucher - Green 200 Pages - 1 Pad	
27	B-22 Letterpad Small 100 Pages - 1 Pad	
28	B-3 Debit Voucher White 100 Pages - 1 Pad	
29	B-31 Reconciliation 30 Pages - 1 Pad	
30	B-46 Current Opening Form Belarpur 100 GSM Paper	
31	B-47 Savings Opening Form Belarpur 100 GSM Paper	
32	B-49 Lockers Form Belarpur 100 GSM Paper	
33	B-50 Customer KYC Form Belarpur 100 GSM Paper	
34	H-1 Credit Voucher H.O. 200 Pages - 1 Pad	
35	H-2 Debit Voucher H.O. Green 200 Pages - 1 Pad	
36	H-3 Debit Voucher H.O. White 100 Pages - 1 Pad	
37	H-6 Debit Advice H.O. 200 Pages - 1 Pad	
38	H-7 Credit Advice H.O. 200 Pages - 1 Pad	
39	B-6 Cash Memo 200 Pages - 1 Pad	
40	B-60 Form-60 - 100 Pages - 1 Pad (NEW)	
41	B-62 Saving Account Signature Card	
42	B-67 Lockers Dastvej 100 Pages - 1 Pad	
43	B-68 Locker Account Signature Card	
44	B-7 Credit Advice 200 Pages - 1 Pad	
45	B-70 Leave Forms CL - SL - PL - 50 Pages	
46	B-115 Proprietor Form - 50 Pages - 1 Pad	
47	B-78 Society Resolution 50 Pages - 1 Pad	

48	B-79 Nominal Sabhasad Form 100 Pages (Ledger Paper-A4 Size) 1 Pad	
49	B-8 Debit Advice 200 Pages - 1 Pad	
50	Nominee Form Set - Death Form	
51	B-82 Cash Rapper 200 Pages -1 Pad	
52	Suchit Form (Ledger Paper -80 Gsm) - 1 Pad	
53	B-9 Draft 200 Pages - 1 Pad	
54	B-116 Leave Patrak-96 - 50 Pages - 1 Pad	
55	RTGS Forms (A4 Size 50 Pages) - 1 Pad	
56	Stationary Demand Book 100 Pages (Sample Book)	
57	Cellotap 1", 1" Size with Bank Name in Single Colour	
58	F.D. Cover (Plastic)	
59	Cover 6II /3III - Belarpur 70 GSM Paper (6II X 3III)	
60	Cover 6II /3III - Window Belarpur 70 GSM Paper (6II X 3III)	
61	Cover 9II / 4I - Belarpur 70 GSM Paper (9II X 4I)	
62	Cover 11" / 5" Belarpur 70 GSM paper	
63	Cover Cloth Big 16x15 Medium Net	
64	Cloth Cover Small 10x12	
65	Personalized Cheque Book Cover	
66	Advances Loan Book / Dastavej Book	
67	Visiting Card Double Colour Single Side	
68	Annexure - 1 (FATCA) 100 Pages Pad	
69	Customer Request Letter - 100 Pages Pad	
70	Nomination Form - DA -1 50 Pages Pad	
71	Cheque Book	

72	Cheque Book Cover	
73	Savings Passbook SIZE : 200mm(W)*92mm(L), Title : 170 Gsm Art Gloss, Inner : 70 Gsm Maplitho, Title(Outer) : Four Colour Inner Pages : Single Colour, Pages : Title 4 Pages + Inner 24 Pages = Total 28 Pages, NUMBERING : Serial Numbering on 1st Inner Page, BINDING : Tailor Thread Stitching, PACKING : 1000 Books in Box (100 * 10 PKT)	
74	Recurring Passbook Manual Entry SIZE : 205mm(W)*170mm(L), Title : 150 Gsm, Inner : 60 Gsm, Title(Outer) : Single Colour Inner Pages : Single Colour, Pages : Title 4 Pages + Inner 12 Pages = Total 16 Pages, Center Pin, PACKING : 100 Books in Box (100 * 1 PKT)	
75	Fix Deposit Receipt PAPER : WC 105 GSM Prachment paper, Front Side Two Colour & Rainbow With Foils with single colour, Serial Number and Bank Instructions print in Back Side. 2 FDR per A4 Sheet, Packing 2000 Fix Deposit per Box	



## **5 TERMS OF REFERENCE**

### **5.1 INTRODUCTION & SCOPE OF WORK:**

#### **1. Introduction**

The Ahmedabad Dist. Co-op. Bank Ltd., is a DCCB Bank (registered under the Co-op. Societies Act 1961) having requisite Banking License with Head Office located in Ahmedabad. As an DCCB bank ADC Bank serves the credit & financial needs of nearly 1,45,000 farmers of 579 PACS. ADC bank provides retail banking services to more than 9,50,000 people through a network of 208 branches in Gujarat. ADC Bank is committed to rural and agriculture development through its vast network of Ahmedabad, Gandhinagar and Botad District.

#### **2. Scope of work**

The ADC Bank will require Agency to do printing job & packing materials & consumables around the Year at Fixed Price or Rates. The empaneled contractors to provide the same as followed but not limited to:

1. All Material Supplied should be as per BIS Bureau of Indian Standards
2. Delivery and Supply Location would be in branches/head office and its branches in State of Gujarat.
3. All Copier Papers, Various Covers, Envelops & Security Bags may be sent randomly from the Supplier's material to ATIRA Ahmedabad for Testing and Certification of its Quality & GSM at the cost of Supplier.
4. All Materials supplied should be as per the brands & specification specified in given list.
5. Bidder has to quote price inclusive of Packing, Transportation, Transit Insurance, Loading & Unloading etc.
6. All Material Sample is to be submitted for Approval before dispatch, similarly in case of Printed items the proof submitted for proof reading before printing for corrections
7. All Materials supplied should be manufactured in less than 1 year from the date of Supply. No Items aging more than or older than 1 year should be supplied. The store offered should have 75% of remaining shelf life in case of products manufactured in India and 60% remaining shelf life in case of imported products.
8. All Custom Printed Materials Supplied should be as per the Design, Size, Color, Write up and Art Work as per ADC.
9. All Stationary Materials Supplied should be Non-Hazardous and the Material Quality should be User and environment Friendly
10. All Dyes, Chemicals and Inks used in Stationary or Printed Items should be VOC Free Volatile Organic Compounds
11. All Stationary Materials Supplied should have Proper Cutting, Edging, and Finishing
12. All Stationary Materials Supplied should have Durable and Long Lasting Bindings, Gum Pasting, Pressing & Riveting
13. This is an Annual Rate Contract with Fixed price and hence not subject to changes unless ADCcommittee wish to consider a rise in particular items as special consideration.

### **5.2 CONTRACT SUPPLY PERIOD**

- a. The period under tender shall be for One year from the date of contract award.

- b. The quantity mentioned against the item in 4.(b) financial bid format is an approximate quantity. In which there may be fluctuations.
- c. The items mentioned in 4.(b) financial bid format are to be supplied in phases during the contract period of one year. In this regard, the items mentioned in the separate order should be supplied in the requested quantity and within the time limit.
- d. The ADC Bank shall have the right to purchase, or not to purchase, or to purchase less quantity, or to purchase more quantity of any of the materials mentioned in 4.(b) financial bid format.
- e. In case the material is to be supplied in quantity less or more than the estimated quantity mentioned in 4.(b) financial bid format, the price sanctioned against that material shall remain unchanged.
- f. After the completion of the first one-year contract under the tender, the contract may be extended with the consent of both parties for such period of time as may be necessary, subject to the approval of the ADC Bank, not exceeding a maximum of one year. The price of the material and all terms of the contract shall remain unchanged during the period of contract extension which shall be binding on the tendering party. However, the organization reserves the right to terminate/reduce this agreement at any time without assigning any reason.

### **5.3 BIDDER RESPONSIBILITIES ON SELECTION, CONTRACT AWARD AND EXECUTION:**

1. The ADC assures all participants for the contract/Bid that adequate financial resources are available to cover the financial requirements and funds are available to meet the disbursement needs for the Execution of the Contract.
2. A Bidder cannot be allowed to submit more than one Bid.
3. The ADC reserves the right to call for any other details or information from any of the Bidders.
4. The ADC Bank will not be responsible for any misinterpretation or wrong assumption made by the bidder, while responding or participating to the Bid.
5. Necessary barricading and other necessary safety measures or precautions shall be the responsibility of the Contractor at no extra cost. Any loss of human/animals or damages to Assets or ADC or so, shall be the responsibility of the Contractor including any liability and/or compensation to be paid towards the life lost damages so caused.
6. The bidder has to bear in mind that if selected for the award of contract he shall have to ensure that in any case, no damage is caused while executing the Contract/ delivering goods.
7. Bidder should uphold good business practices.
8. Delivery of goods shall be made by the supplier within 02-04 days of placing of purchase order however, in case of emergent requirement he has to supply the required quantity of goods within 24 hours of placing of order also.in few cases the items are to be delivered at a very short notice i.e. within 02-04 hours.
9. Joint ventures, Sub-Contracting, Splitting are not allowed in this Bid/Tender.
10. ADC reserves the right to accept or reject any bid, bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the ADC's action. ADC also reserves the right to modify the selection criteria without informing the bidders.
11. Conditional tender/bids shall not be accepted by ADC. Conditional bids or Bids based on the

process / basic schemes other than mentioned and / or not conforming to the technical specifications / requirements of the Bidding documents will not be considered.

12. Error in Tender submission - ADC does not take any responsibility for the tender being wrongly submitted in the N-Procure portal and malfunction of the system at bidder's end or not received in the portal by the stipulated date and time.
13. Authorization- Bidder signing or submitting the tender form or Bid or any other documents forming part of the contract on behalf of the Bidder shall be deemed to warranty that he has authority to bind the Bidder. If subsequently comes to light that the person so signed had no authority to do so, ADC may without prejudice to any other civil & criminal remedies cancel the tender and hold the Bidder liable for all costs, charges and damages.
14. Any effort by a bidder to influence the ADC's, processing of bidders or award decisions may result in the rejection of the bidder's bid & Blacking of the Contractor.
15. In Case or any change or Address of the Bidder or change in Ownership or Partnership or its constitution the Bidder has to inform or intimate the same on Letter Head in Written on Immediate basis. On failing to do so the Bidder shall be blacklisted.
16. ADC reserves the rights to accept any Bid to be accepted in partial or full, also ADC reserves rights to accept one or more bidder.
17. ADC reserves the rights to discard or terminate any bid or contract without giving any reason.
18. All schedules are the part of Bid.

#### **5.4 General Terms & Conditions:**

1. The Tender Published by the ADC is to be filled online through N-Code. Online form filling and downloading address is <https://tender.nprocure.com>
2. The bid is non-transferable.
3. The Bidder shall bear all the costs associated with the preparation and submission of its bid, and ADC in no case will be responsible or liable for these costs, regardless of conduct or outcome of bidding process.
4. The Bidder has to examine all instructions, forms, terms, conditions and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
5. Amendment of Bidding Documents (Corrigendum)
  - 5.1. At any time prior to the deadline for submission of bids, ADC may, for any reason, whether its own initiative or in response to the clarification request by a prospective bidder, modify the bidding documents.
  - 5.2. The corrigendum will be published on ADC Website [www.adcbank.coop](http://www.adcbank.coop) and <https://tender.nprocure.com> only.
  - 5.3. In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids ADC, at its discretion, may extend the deadline for the submission of bids.
6. Bid Currency - Prices shall be quoted in Indian Rupees only.
  - 6.1 The prices quoted by the bidder should not exceed the controlled price, if any fixed by the Central/State Government and the Maximum Retail Price (MRP) of the item.
7. Lowest tender not necessarily to be accepted, The Bank is not bound to accept the lowest or any tender or to assign any reason for non-acceptance. The tenderer whose tender is not

accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender

**8. Termination for Default:**

**8.1** ADC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder. Bidder will be given notice/cure period of 15 days, after that ADC will terminate the Contract in whole or part after:

- a) If the bidder fails to deliver any or all of the Goods/Services as per the delivery schedule mentioned in the bid, or within any extension thereof granted by ADC or
- b) If the Bidder fails to perform any other obligation(s) under the Contract/work order.
- c) If the Bidder, in the judgment of ADC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value of influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of ADC, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the ADC of the benefits of free and open competition;"

**9.** In the event ADC terminates the Contract in whole or in part, ADC may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Bidder shall be liable to ADC for any excess costs for such similar Goods or Services. However, the Bidder shall continue the performance of the contract to the extent not terminated.

**10.** If the successful bidder fails to submit the Security Amount within prescribed time limit, ADC also reserves the right to blacklist such bidder from participating in future tenders/bids if sufficient cause exists.

**11. CONDITIONS OF RATE QUOTE FOR ALL ITEMS:**

**11.1** Price shall be exclusive of GST but inclusive of all freight, forwarding, transit insurance, installation, warranty, maintenance charges and also shall inclusive of transportation of goods, labor charges, material loading- unloading and all others related charges for supply and services.

**11.2** Price shall be in Indian Rupees.

**11.3** The prices quoted by the bidder should not exceed the controlled price, if any fixed by the Central/State Government and the maximum Retail Price (MRP) of the item.

**12** Late Bids: The bidder will not be able to submit the bid after final submission date and time.

**13** Modification and Withdrawal of Bids

**13.1** The Bidder may modify or withdraw its bid before the due date of bid submission.

**13.2** No bid will be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiry of the bid validity. Withdrawal of a bid during this interval will result in the forfeiture of bidder's E.M.D. and Black Listing

**14** Evaluation of the Bids: After the closing time of submission, ADC will verify the submission of Tender process fee and EMD as per bid terms and conditions. The eligibility criteria & Technical evaluation will be carried out of the responsive bids. ADC will seek clarifications if required on eligibility & technical section and evaluate further. The financial bid of the Eligible & technically qualified bidders will be opened and financially bidder will be decided among

the item wise price and then called for further negotiations if required.

- 15 In case of successful bidder is found in breach of any condition(s) of bid or supply order/work order, at any stage during the course of supply / installation or warranty period, the legal action as per rules/laws, shall be initiated against the successful bidder and EMD/Security Amount shall be forfeited, besides debarring and blacklisting the bidder concerned for the time period as decided by Govt., for further dealings with ADC.
- 16 Bid validity is mentioned in the bid. A bid valid for shorter period shall be rejected as nonresponsive. If required, ADC may extend the bid validity for further period from the date of expiry of bid validity in consultation with the successful bidder.
- 17 Bidders are required to quote all items. Incomplete bids will be treated as non-responsive and will be rejected.
- 18 ADC reserves the right to change any bid condition of any item even after inviting the bids, with/without prior notification.
- 19 ADC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to awarding the Contracts, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for such decision.
- 20 All correction/addition/deletion shall require authorized countersign.
- 21 In case of any disputes, Arbitration should be held at Ahmedabad Jurisdiction as per Arbitration Rules.
- 22 Bidder must have a Positive Balance sheet without Losses being booked in Balance sheet.
- 23 At no instance the Bidder should disclose his rates or bid related price or rates information in the Technical Bid or to other participants.

## **6 Selection of Agency /Service Provider**

### **6.1 AWARD CRITERIA**

The Ahmedabad Dist. Co-operative. Bank Ltd. will award the Contract to the bidder who qualifies in all aspects and bids lowest compared to other bids”.

### **6.2 RIGHT TO ACCEPT ANY PROPOSAL & REJECT ANY/ ALL PROPOSAL(S)**

The Ahmedabad Dist. Co-operative Bank Ltd. reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for such action.

### **6.3 OTHER TERMS AND CONDITIONS**

Without incurring any liability, whatsoever to the affected bidder or bidders, The Ahmedabad Dist. Co-operative Bank Ltd. reserves the right to:

1. Amend, modify, or cancel this tender and to reject any or all proposals without assigning any reason.
2. Change any of the scheduled dates stated in this tender.
3. Reject proposals that fail to meet the tender requirements.
4. Remove any of the items at the time of placement of order.
5. Increase or decrease no. of quantity supplied under this project.
6. Should The Ahmedabad Dist. Co-operative Bank Ltd. be unsuccessful in negotiating a contract

with the selected bidder, The Ahmedabad Dist. Co-operative Bank Ltd. will begin contract negotiations with the next best value bidder in order to serve the best interest.

7. Make typographical correction or correct computational errors to proposals
8. Request bidders to clarify their proposal.

#### **6.4 NOTIFICATION OF AWARD**

Prior to the expiry of the validity period, The Ahmedabad Dist. Co-operative Bank Ltd. will notify the successful bidder in writing or by email (in shape of issuing Letter of Intent), that its proposal has been accepted.

In case the tendering process has not been completed within the stipulated period, The Ahmedabad Dist. Co-operative Bank Ltd. may like to request the bidders to extend the validity period of the bid.

#### **6.5 SIGNING OF CONTRACT**

After The Ahmedabad Dist. Co-operative Bank Ltd. notifies the successful bidder that its proposal has been accepted, The Ahmedabad Dist. Co-operative Bank Ltd. shall issue work orders and enter into a contract with the successful bidder taking into account the relevant clauses of RFP, pre-bid clarifications, Corrigendum, the proposal of the bidder in addition to other agreed clauses.

#### **6.6 FAILURE TO AGREE WITH THE TERMS AND CONDITIONS OF THE RFP**

Failure of the successful bidder to agree with all the terms & conditions of the RFP and the proposal submitted by the successful bidder, shall constitute sufficient grounds for the annulment of the award, in which event The Ahmedabad Dist. Co-operative Bank Ltd. may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, The Ahmedabad Dist. Co-operative Bank Ltd. shall invoke the EMD as the case may be.

#### **6.7 PAYMENT TERMS**

The ADC Bank hereby agrees to pay the amount of consideration of the contract to Contractor which is amount of the work order after item being supplied basis without any advance payment. The amount of work is inclusive of Man, Material, Transportation, Transit Insurance, Loading & Unloading, Taxes, Fuel, Driver or Staff Wages etc. Each of the product / services in the scope of works once completed by Contractor shall be paid only after the verification report by ADC Bank. The contractor has to submit the Bill with adequate information within 15 days, which shall be paid within 15 days from submission of the bill. All the expenses, all taxes, etc. towards the contract shall be borne by Contractor. No Prior or Advance payment will be done. Payments shall be done against the Consolidated Bills after verification only.

#### **6.8 WORK ORDER**

- On the basis of financial and technical evaluation by the ADC Bank of the qualified bidders contract shall be awarded.
- The work must commence within a week of the signing of the Contract. The decision of

the ADC Bank in matters relating to award of contract shall be final and binding.

#### **6.9 VALIDITY, EXTENSION AND TERMINATION OF AGREEMENT:**

1. The period of contract will initially be for a period of one year from the date of award of contract subject to review of performance every 3 months. The Bank may extend the contract period of said service for one more year on the basis of performance and mutual agreement.
2. The successful Bidder has to convey acceptance of Letter of Intent (LOI) within 07 working days of receipt of Letter of Intent (LOI).

#### **6.10 TERMINATION:**

1. Bank shall have option to terminate/ cancel this RFP at any stage without any prior notice. In following events Bank shall terminate this assignment or cancel any particular order, if Bidder :
  - a. breaches any of its obligations set forth in this assignment or any subsequent agreement and Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
  - b. the progress regarding execution of the contract/ services rendered by the Contractor is not as per the prescribed time line, and found to be unsatisfactory; or
  - c. supply of substandard materials/ services; or
  - d. delay in delivery / installation / commissioning of services; or
  - e. If deductions of penalty exceeds more than 5% of the total contract price.
2. If Bank terminate or cancel the assignment on the default mentioned in the termination clause, in such case The Ahmedabad Dist. Co-operative Bank Ltd reserves the right to get the balance contract executed by another party of its choice. In this event, the Contractor shall be bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the selection of a new Contractor and for execution of the balance of the contract.
3. Sub-letting/ sub-contracting is not permitted. That on the expiry of the agreement as mentioned above the agency will withdraw all its personnel and clear its personnel's accounts by paying their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency it shall be the entire responsibility of the agency to pay and settle the same.

#### **6.11 RATES**

1. Rates should be quoted for one unit only i.e. one pack, one number/pair, one liter etc. MRP mentioned should be for the minimum saleable pack i.e. one pack, one number/pair, one liter etc.
2. Rates quoted should be exclusive of taxes but inclusive of all F.O.R. (freight on road), insurance, cartage, labour charges etc. On Door Delivery basis at ADC Bank Head Office Ahmedabad.

3. Any plea for clerical/typographical error etc. Would not be accepted. No Correspondence will be entertained after opening of Financial Bid.
4. Conditional Bid would not be entertained.
5. All expenses for the execution of contract, service Agreement shall be borne by the Successful Bidder.

#### **6.12. SPLITTING OF TENDER**

The Bank reserves the right to split the works among two vendors in a manner that is fair, transparent and equitable. However, the bidders at L2 position shall have to match the lowest rate before acceptance of the bid. In case the L2 bidder does not/cannot match the prices with the L1 bidder, there shall be an option to make an offer to L3 bidder and so on for matching the rates.

#### **6.13 PENALTIES:**

1. Liquidated Damages : if the suppliers fail to deliver and place any or all the item or perform the service by the specified date as mention in purchase order, penalty at the rate of 0.5% per week of delayed value of goods subject to the maximum 10% of delayed goods value will be deducted. Alternately, the ADC Bank will procure the item and charge the differential value on the bidder, if any.
2. If the contractor fails to deliver required work as per agreed schedule or quality, the ADC Bank can appoint other agencies, contractors and actual payment made to these agencies shall be debited to the contractor.
3. Any accidents or incidents occurring at the campus before, while or during the event of execution of contract and damaging any assets within the premises shall attract serious consequences for the contractor penalty as decided by the committee of the ADC Bank along with the forfeiting of the security deposit/EMD and Legal Action for Negligence and irresponsible services claiming all the damages & compensations.

#### **6.14 RECOVERY OF SUM DUE:**

As per the service contract entered between The ADC BANK, Ahmedabad and the Successful Bidder(s), if any sum of money is recoverable from the successful Bidder, The ADC BANK, Ahmedabad shall be entitled to recover such sum by appropriating in part or full from the Security deposit already deposited by the Successful Bidder(s).

#### **6.15 INTERPRETATION:**

In the event of any difference in the interpretation of any of the clauses of the service contract and/or the Tender documents, the clarification given by The ADC Bank, Ahmedabad shall be final and binding on the Parties.

#### **6.16 SETTLEMENT OF DISPUTES:**

The Parties shall use their best efforts to amicably settle all disputes arising out of or in connection with the Contract/Agreement in the following manner:



- a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b. The matter will be referred for negotiation between nominated officials of ADC Bank and the Vendor. The matter shall then be resolved by them and the agreed course of action documented within a further period of 15 days.
- c. The Parties agree that any dispute between them, which cannot be settled by negotiation in the manner, described above, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Ahmedabad, India and conducted in accordance with the provision of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint 1 arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Ahmedabad alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The provision under this section survives the Contract/Agreement.

#### **6.17 STANDARD OF PERFORMANCE.**

The selected Bidder/vendor shall perform and carry out their obligations under the Contract with due diligence and efficiently. The vendor shall always act in respect of any matter relating to this contract as faithful advisor to the ADC. The vendor shall always support and safeguard the legitimate interests of the ADC in any dealings with the third party. The vendor shall conform to the requirements laid down in Bid in totality.

#### **6.18 CARTEL AND MULTIPLE BIDS**

Multiple bids being submitted by one party or of common interest are found in two or more tenderers, the parties are liable to be disqualified. While processing the tender documents, if it comes to the knowledge of the ADC Bank, Ahmedabad that some of the bidders have formed a cartel resulting in delay/holding up the processing of tender, the tenders involved in cartel are liable to be disqualified for this contract as well as for a further period of two years or more.

#### **6.19 THE AHMEDABAD DIST. CO-OPERATIVE BANK LTD RESERVES THE RIGHT TO:**

1. Reject any and all responses received in response to the RFP.
2. Waive or Change any formalities, irregularities or inconsistencies in proposal format delivery.

3. Extend the time for submission of all proposals.
4. Select the most responsive Bidder (in case no Bidder satisfies the eligibility criteria in totality).
5. Select the next most responsive Bidder if negotiations with the Bidder of choice fail to result in an agreement within a specified time frame.
6. Share the information/ clarifications provided in response to RFP by any Bidder, with any other Bidder(s) /others, in any form.
7. Cancel the RFP/ Tender at any stage, without assigning any reason whatsoever.
8. Change the time schedule of the RFP for inviting the bids or evaluation thereof.
9. Modify the quantity or any specifications related to eligibility or technicalities.
10. No obligation to accept the lowest or any other offer received in response to the RFP and shall be entitled to reject any or all of the offers. Bank has full rights to reissue the tender bid for any reasons felt necessary by the Bank. The Bank's decision in this regard shall be final, conclusive and binding upon the Bidder.

#### **6.20 INFORMATION CONFIDENTIALITY:**

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

#### **6.21 FORCE MAJEURE:**

In the event of any unforeseen circumstances directly interfering with the supply of goods/work/service arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the vendor shall within a week from the commencement thereof, notify the same in writing to ADC BANK with reasonable evidence thereof. Either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, except those which had occurred under any

other clause of this contract prior to such termination. If the ADC Bank is closed due to the lockdown notification issued by the Central/State Government pandemic circumstances or any other reasons, the ADC Bank reserve the rights to availing services from the contractor (or) avail the services with less number of manpower.

## 7 VARIOUS FORMATS

### 7.1 Annexure: A

Tender acceptance letter & Price bid undertaking (To be given on Company Letter Head)

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

To,  
The Ahmedabad Dist. Co-operative Bank Ltd.  
Ashram Road, , Ahmedabad.

Sub: Acceptance of Terms and Conditions of Tender & Price bid under taking.

Tender Reference No: \_\_\_\_\_

Dear Sir,

We have obtained the tender/bid document(s) for the above mentioned 'Tender/Work' from N-Procure. Name of Tender: \_\_\_\_\_  
as per your Bid, given in the above mentioned website (s).

We hereby certified that:

1. We have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
2. The corrigendum(s) issued from time to time by ADC Bank too have also been taken into consideration in its totality / entirety, while submitting this acceptance letter.
3. We have not tampered/modified the downloaded price bid template from N-Code in any manner.
4. We offer to work at the rates as indicated in the Price Bid, inclusive of all applicable taxes of Price bid format.
5. We do hereby declare that our Firm has not been blacklisted/debarred by any Govt. Department/Public sector undertaking and there has been no litigation with any Government department on account of these services.

We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then ADC shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,  
(Signature of the Bidder, with Official Seal)

## **7.2 Annexure – B**

### **PARTICULARS OF BIDDER (On Letter Head)**

1	Name of the contractor/ bidder	
2	Type of entity – proprietorship firm/ partnership firm/ or pvt. ltd. Company	
3	Address of the company/firm	
4	Telephone no. / Fax no. / Mobile no. / Email id	
5	Name of the contact person	
6	Telephone no. / Mobile no of contact person	
7	EMD details @ Rs. <u>1,00,000/-</u>	RTGS/NEFTIMPS UTR No. _____ Date
8	<b>Legal certificates to be enclosed and details in this regard to be provided</b>	
	PAN details	
	Service tax registration details	
	GST registration details	
	Valid shops & establishment registration [Gumasta license] details	
9	No. of staff/ workers to be deployed for this contract	
10	Whether any employee of the ADC Bank is on your board or shareholder in contractor's entity/firm	YES/NO, If Yes, please provide details
11	Has any of your director/partner/entrepreneur ever been convicted under any law	YES/NO, If Yes, please provide details

Note: Please attach necessary support documents

### **DECLARATION**

I/We hereby certify that information furnished above is true and correct to the best of my/our knowledge and belief. I/We understand that if any deviation/mis-statement is found in the above statement at any stage, I/We shall be blacklisted and will not have any dealings with the Bank in future.

I hereby confirm that I am authorized to sign the Tender Document.

Date:

Place:

Designation: [\_\_\_\_\_]

### 7.3 Annexure – C

Sr. No.	Details of required documents {Pre-Qualification Criteria(PQC)}	Page No (From to)
1	Tenderer Company Profile	
2	Firm/Limited Company/Agency/Proprietorship/Partnership Firm/L.L.P etc. (registered for supply of stationery & Consumables)	
3	Tenderer's Registered Office in Ahmedabad/Gandhinagar (Address Proof)	
4	Registration details- should be minimum 05 (five) years or more	
5	PAN No. Details	
6	GST No. Details	
7	Shop Establishment License	
8	Certificate of Incorporate, MOA, AOA	
9	Notarized Affidavit on the stamp paper of Rs.300/- (As per format mentioned in Annexure-D)	
10	Tender Acceptance Letter & Bid Undertaking – Annexure A Part-I	
11	Particulars of Bidder – Annexure C	
12	Annual turnover at least Rs.200/- lakhs (during Last three financial years i.e. 2021-22, 2022-23 & 2023-24) details.	
	a) Balance Sheet – (2021-22, 2022-23 & 2023-24) with sign & seal	
	b) C.A Certificate for annual turnover	
13	Purchase Order (Exclusive of Printing Job)	
	a) Single Order of Rs.10/- lakhs and above	
	b) Three Order of Rs.5/- lakhs and above {submit 1+3 work/purchase order or work completion certificate with said amount}	
14	Agency's own bank account detail. (submitted letter of account maintained by bank duly sign & stamp on Bank's letter head)	
15	Tender fee details (Rs.2,000/- + GST)	
16	EMD Rs.1,00,000/- in form of RTGS/NEFT/IMPS Xerox copy (original in separate cover)	
17	Other Documents	

#### Note:

The parties willing to participate in the above tender are requested to take the following steps so that the technical phase of the tender can be easily verified.

- Documents required against the tender (pre-qualification criteria) have to be prepared as per Sr. No. - 1 to 17 of the index mentioned above.
- Page number should be given against it.
- The documents as per the title/details mentioned in the index have to be submitted without fail.
- The tender documents shall be classified under the following covers and submitted within the prescribed time limit on or before 09<sup>th</sup> December, 2024 15:00 Hrs.
  - Cover: 1 – Cover of tender process fee and EMD amount (Write: Process fee and EMD fee on the cover)
  - Cover: 2 – Technical documents as per INDEX above (Write: TECHNICAL DOCUMENT on the cover)
  - Cover: 3 – Keep the above Cover: 1 and Cover: 2 in the third cover. (Write “E-Tender: Printing Job” on the cover)

All the parties have to strictly follow the above instructions.

**7.4 Annexure – D**

(To be submitted Notarized Affidavit on the stamp paper of Rs.300/-)

Affidavit

I/We \_\_\_\_\_ do hereby declare that our Firm/Company/Agency has not been under liquidation, defaulter, bankrupt not even blacklisted/debarred by any University, Govt. Department/ Public sector undertaking, NGO etc. and there has been no litigation with any Government department on account of these services and has no binding of any police, court case.

Date:

Stamp/Sign of Tenderer

**7.5 Annexure – E**

**DECLARATION**

- 1) I,.....Son/ Daughter of Mr. ....  
----- Proprietor/ Partner/ CEO/ MD/ Director/ Authorized Signatory of M/s. ---  
----- am competent to sign this declaration and  
execute this tender document.
- 2) I have carefully read and understood all the terms and conditions of the tender and hereby  
convey my acceptance of the same.
- 3) The information/ documents furnished along with the above application are true and  
authentic to the best of my knowledge and belief.
- 4) I/we am/are well aware of the fact that furnishing of any false information/ fabricated  
document would lead to rejection of my tender at any stage besides liabilities towards  
prosecution under appropriate law.
- 5) Each page of the tender document and papers submitted by my Company is  
authenticated, sealed and signed, and I take full responsibility for the entire documents  
submitted.

Authorized Signatory (Seal of the Company)



## **7.5 Annexure – F**

### **FORMAT FOR INTEGRITY PACT**

To,  
The Chief Executive Officer,  
The Ahmedabad Dist. Co-operative Bank Ltd,  
Gandhi Bridge Corner,  
Opp. Income Tax Office,  
Ashram Road,  
Ahmedabad – 380014,

**Sub: “To Provide Printing Job” at The ADC Bank,**

Dear Sir,

I/We acknowledge that ADC BANK is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by ADC BANK. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the Integrity Agreement to be signed later.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, ADC BANK shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully,

(Signature, name and designation of the Authorized signatory)

Name and seal of Bidder

Date:

Place:

**To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of ADC**

**FORMAT FOR INTEGRITY PACT**

This Integrity Agreement is made at ..... on this..... day of ..... 20.....

BETWEEN

The Ahmedabad Dist. Co-operative Bank Ltd (ADC), Ahmedabad (Hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....

(Name and Address of the Individual/firm/Company)

through .....(Hereinafter referred to as the (Details of duly authorized signatory)

**"Bidder/Contractor"** and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No. ....) (Hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for ..... (Name of work) hereinafter referred to as the "Contract".

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

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

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

**Article 1: Commitment of the Principal/Owner**

- (1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Bharatiya Nyay Sanhita (BNS)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

**Article 2: Commitment of the Bidder(s)/Contractor(s)**

- (1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the ADC all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant BNS/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer,

he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the ADC interests.
- (5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

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

- (1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- (2) Forfeiture of EMD/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the

Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

- (3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of BNS Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
- (3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

#### **Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

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

#### **Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

## **7.6 Annexure - G**

### **Letter of Transmittal**

Dated:

To,  
The Chief Executive Officer,  
The Ahmedabad Dist. Co-operative Bank Ltd,  
Gandhi Bridge Corner,  
Opp. Income Tax Office,  
Ashram Road,  
Ahmedabad – 380014,

Dear Sir,

We, the undersigned, offer to provide printing job in accordance with your Tender No. ADC/PRINTING/2024/004, dated 30/11/2024. We are hereby submitting our proposal, which includes a Technical Bid Sealed duly signed, stamped in a sealed envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

The prices quoted by us in the Financial Proposal are valid till 60 days from the date of submission of the quotation. We confirm that this proposal will remain binding upon us and may be accepted by you at any time before the expiry date. Prices have been arrived independently without consultation, communication, agreement of understanding (for the purpose of restricting competition) with any competitor.

I/We confirm that we hold all the necessary permissions and licenses required from time to time, as provided by respective government organizations to providing printing job.

I/We confirm that we have not been levied financial penalty or any major penalty in the past by any of our client/principal employer and also declare that our firm/agency/company doesn't have any existing litigation, never blacklisted by any client in India.

We hereby agree and abide to all the terms and condition.

We agree to bear all costs incurred by us in connection with the preparation and submission of the proposal and to bear any further pre-contract costs.

We understand that ADC Bank is not bound to accept the lowest or any proposal or to give any reason for award, or for the rejection of any proposal.

Yours faithfully,

Place:

(Signature / Name of Authority)

(Seal of Firm with Registration number signatory/ Stamp of firm)

**7.7ANNEXURE-H**

**APPLICATION FORM**

From:-

To,  
The Chief Executive Officer,  
The Ahmedabad Dist. Co-operative Bank Ltd,  
Gandhi Bridge Corner,  
Opp. Income Tax Office,  
Ashram Road,  
Ahmedabad – 380014,

Sir,

**Sub: Tender for “Provide Printing Job” at The Ahmedabad Dist. Co-operative Bank. Ltd.**

Ref: [1] Your Tender Notice No. \_\_\_\_\_ dated \_\_\_\_\_  
[2] EMD – NEFT/RTGS/IMPS UTR No. \_\_\_\_\_ Dated \_\_\_\_\_ for ₹. \_\_\_\_\_

I/We have also examined the requisite specifications and my/our offer is to provide the required service in accordance with the requisite scope of work.

I/We quote the rate exclusive of all taxes & duties but inclusive of transportation cost etc.

Yours faithfully,

[\_\_\_\_\_]  
Signature and stamp of the Bidder  
[State legal status, Whether  
Proprietorship, Partnership,  
Registered Firm, Company etc.]

## **8 Definitions and General Terms and Conditions**

### **8.1 Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

1. "Applicable Law" means the laws and any other instruments having the force of law in India.
2. "Bidder" means the entity bidding for the services under the Contract.
3. "Agency" means the agency whose proposal to perform the Contract has been accepted by The Ahmedabad Dist. Co-operative Bank Ltd.
4. "Contract" means the Agreement entered into between The Ahmedabad Dist. Co-operative Bank Ltd. and the Agency, together with the contract documents referred to therein, including General Conditions(GC), the Special Conditions (SC), all the attachments, appendices, annexure, and all documents incorporated by reference therein.
5. "Deliverables" means the services agreed to be delivered by Agency in pursuance of the agreement as defined more elaborately in the RFP;
6. "Effective Date" means the date on which this Contract comes into force i.e. Date of issuance of Purchase Order (referred as PO).
7. "GC" mean these General Conditions of Contract.
8. "In writing" means communicated in written form with proof of receipt.
9. "Intellectual Property Rights" means any patents, copyrights, trademarks, trade names, industrial design, trade secret, permit, service marks, brands, proprietary information, knowledge, technology, licenses, databases, software, know-how, or other form of intellectual property rights, title, benefits or interest, whether arising before or after execution of the Contract.
10. "Member" means bidder/successful vendor.
11. "Party" means The Ahmedabad Dist. Co-operative Bank Ltd. or the Agency, as the case may be, and "Parties" means both of them.
12. "Personnel" means persons hired or appointed by the Agency and assigned to the performance of the Services or any part thereof
13. "RFP" means Request for Proposal .
14. "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
15. "Services" means the work to be performed by the Agency.
16. The "Selected Agency" means Agency which is selected through the tender process i.e. Agency.

### **8.2 Interpretation**

In this Agreement, unless otherwise specified:



1. References to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub-clauses, paragraphs, schedules and annexures to this Agreement;
2. Use of any gender includes the other genders;
3. A reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
4. Any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
5. References to a 'business day' shall be construed as a reference to The Ahmedabad Dist. Co-operative Bank Ltd. Working Day
6. References to times are to Indian Standard Time;
7. A reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
8. All headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

### **8.3** Ambiguities within Agreement

1. In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:
  - a. as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
  - b. as between the provisions of this Agreement and the Schedules / Annexures, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures; and
  - c. as between any value written in numerals and that in words, the value in words shall prevail.

### **8.4** Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.

### **8.5** Language

This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

### **8.6** Notices

1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
3. Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by The Ahmedabad Dist. Co-operative Bank Ltd. or the Agency may be taken or executed by the officials specified in the SC.

### **8.7** Fraud and Corruption

#### 1. Definition

- a. It is The Ahmedabad Dist. Co-operative Bank Ltd.'s policy to require that The Ahmedabad Dist. Co-operative Bank Ltd. as well as Agency observe the highest standard of ethics during the selection and execution of the Contract. The Ahmedabad Dist. Co-operative Bank Ltd.

also requires that the Agency

does not demand any service charges from the Resident unless the same is agreed with The Ahmedabad Dist. Co-operative Bank Ltd. in advance. In pursuance of this policy, The Ahmedabad Dist. Co-operative Bank Ltd.: Defines, for the purpose of this provision, the terms set forth below as follows:

- b. "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- c. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract with The Ahmedabad Dist. Co-operative Bank Ltd.; and includes collusive practice among bidders, prior to or after proposal submission, designed to establish bid prices at artificially high or non- competitive levels and to deprive The Ahmedabad Dist. Co-operative Bank Ltd. of the benefits of free and open competition.
- d. "collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of The Ahmedabad Dist. Co-operative Bank Ltd., designed to establish prices at artificial, non- competitive levels;
- e. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;
- f. "unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to;
- g. Measures to be taken by The Ahmedabad Dist. Co-operative Bank Ltd.
  - i. The Ahmedabad Dist. Co-operative Bank Ltd. may terminate the contract if it is proven that at any time the representatives or employees of the Agency were engaged in corrupt, fraudulent, collusive or coercive practices during the execution of the contract, without the Agency having taken timely and appropriate action satisfactory to The Ahmedabad Dist. Co-operative Bank Ltd. to remedy the situation;
  - ii. The Ahmedabad Dist. Co-operative Bank Ltd. may also sanction against the Agency, including declaring the Agency ineligible stated period of time (as decided by The Ahmedabad Dist. Co-operative Bank Ltd.), to be awarded a contract if it at any time it is proven that that the Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a The Ahmedabad Dist. Co-operative Bank Ltd.-financed contract.

## **8.8 Commencement, Completion, Modification & Termination of Contract**

### **1. Term of Contract**

The term under this Contract will be for a period of 1 year which shall start from effective date of each work order.

### **2. Extension of Contract**

8.8.1 If required by The Ahmedabad Dist. Co-operative Bank Ltd., an extension of the term can be granted to the Agency. The final decision will be taken by The Ahmedabad Dist. Co-operative Bank Ltd.

8.8.2 The Ahmedabad Dist. Co-operative Bank Ltd. shall reserve the sole right to grant

any extension to the term above mentioned and shall notify in writing to the Agency, at least one month before the expiration of the term hereof, whether it will grant the Agency an

extension of the term. The decision to grant or refuse the extension shall be at The Ahmedabad Dist. Co-operative Bank Ltd.'s discretion.

8.8.3 Where The Ahmedabad Dist. Co-operative Bank Ltd. is of the view that no further extension of the term be granted to the Agency, The Ahmedabad Dist. Co-operative Bank Ltd. shall notify the Agency of its decision at least one month prior to the expiry of the Term.

8.8.4 Upon receipt of such notice, the Agency shall continue to perform all its obligations hereunder, until such reasonable time beyond the term of the Contract with The Ahmedabad Dist. Co-operative Bank Ltd.

## **8.9 Termination of Contract**

- a. Normal termination of the contract would happen at the end of the tenure.
- b. Pre-mature termination of the contract would happen in case of insolvency of bidder or due to conditions of breach happening due to reasons solely and entirely attributable to Bidder, provided prior thirty days' written notice to rectify the same is given by The Ahmedabad Dist. Co-operative Bank Ltd. and failure by Bidder to rectify in the notice period.

## **8.10 Effects of Termination**

8.10.1 In the event of a pre-mature termination of this agreement by The Ahmedabad Dist. Co-operative Bank Ltd., the compensation payable to bidder will be decided in accordance with the Terms of Payment schedule for the milestones completed services and accepted deliverables till the last effective date of termination.

8.10.2 Parties shall mutually agree upon a transition plan and comply with such a plan. The bidder shall agree to extend full cooperation in supporting the transition process.

## **8.11 Binding Clause**

All decisions taken by The Ahmedabad Dist. Co-operative Bank Ltd. regarding the processing of the Contract shall be final and binding on all parties concerned.

## **8.12 Modifications or Variations**

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may be made by written communication between the Parties and after Prior Mutual consent by both the parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

## **8.13 Governing Law and Jurisdiction**

This agreement and all questions of its interpretation shall be construed in accordance with the Laws of India in the High Court at Ahmedabad having jurisdiction. Suits, if any arising out of the contract/agreement shall be filed by either party in a court of Law to which the Jurisdiction of the High Court of Gujarat extends.

8.14 Any kind of query at [it.hardware@adcbank.coop](mailto:it.hardware@adcbank.coop) and for correspondence is bank's H. O., Ashram Road, Ahmedabad.

**\*\*\*END OF DOCUMENT\*\*\***