

Chaitanya Godavari Grameena Bank (A Government Undertaking Sponsored by Union Bank of India)

Head office, Guntur

Reference No:099/51/NIT/2022-23/09, Date: 31.12.2022

NOTICE INVITING TENDER FOR Printing and Supply of Wall Calendars for the year 2023

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Document Owner : General Manager

TENDER DETAILS

Sr. No.	Subject	Date/time
1.	Tender Ref. Number & Date	No.099/51/NIT/2022-23/09 Dt.31.12.2022
2.	Last date for receipt of Bids	21.01.2023 at 10.30 A.M
	Date & Time of Opening of Technical Bids*	21.01.2023 at 11.00 A.M
-	Address for submission of Bid & Place of Opening of Bids	 Dr. B.V.Ramana Rao, General Manager, Chaitanya Godavari Grameena Bank, Head office, 4th Floor, Raghu Mansion, 4/1, Brodipet, Guntur - 522 002. Phone No: 0863-2324500 K. Anjaneyulu, Senior Manager - HOD (P&D), Chaitanya Godavari Grameena Bank, Head office, 4th Floor, Raghu Mansion, 4/1, Brodipet, Guntur - 522 002. Phone No: 91825 64144
5.	Website address	www.cggb.in
6.	E-mail address	planning@cggb.co.in gm-ho@cggb.co.in
7.	Tender Fee	Rs.3,000/-

^{*}In the presence of the authorized representative of the bidders (authorization letter from Company to be submitted) Technical bids will be opened. Only one representative will be allowed to represent the Company.

DEPARTMENT OF PLANNING & DEVELOPMENT Chaitanya Godavari Grameena Bank, IV Floor, Raghu Mansion, 4/1 Brodipet, Guntur - 522 002, Andhra Pradesh. Phone No: 9182564144.

TABLE OF CONTENTS

Particulars	Page No.
1. Introduction	4
2. Broad scope of work	4
3. Bidder's Eligibility criteria	4
4. Single Stage Two Envelop Bidding	5
5. RFQ Fees	6
6. Bid security declaration	6
7. General Terms of Bid submission	6
8. Price Composition	9
9. Opening of Bids	9
10. Evaluation process	9
11. Payment Terms	10
12. Fall Clause	11
13. Period of Validity	11
14. Terms of execution of work	11
15. No Price Variation	11
16. No Commitment to accept highest or any tender	11
17. Right to alter quantities	12
18. Order Cancellation	12
19. Right to Accept/Reject the offer	12
20. Resolution of Disputes	12
21. Force Majeure	13
22. Confidentiality	13
23. Enclosures: Annexure - I	14
24. Annexure - II	15
25. Annexure - III	16
26. Annexure - IV	17
27. Annexure - V	18
28. Annexure - VI	19
29. Annexure - VII	. 20
30. Annexure - VIII	22

1.Introduction:

Chaitanya Godavari Grameena Bank (CGGB) was formed by the amalgamation of two Regional Rural Banks namely 'Chaitanya Grameena Bank' and 'Godavari Grameena Bank' with effect from March 1,2006. Bank was formed as per RRB act 1976.

Bank is sponsored by Union Bank of India.

Profile of Chaitanya Godavari Grameena Bank (CGGB).

The shareholding pattern of the bank

Government of India 50% Union Bank of India 35% Government of Andhra Pradesh 15%

Chaitanya Godavari Grameena Bank is herein after called "Bank" which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns herein after called "Chaitanya Godavari Grameena Bank" or "Bank" or "bank", issues this Request for Quotation, hereinafter called "NIT".

2. Broad Scope of Work:

Chaitanya Godavari Grameena Bank invites sealed Tenders from reputed printers for printing and supply of wall calendars for the year 2023.

The scope of work includes printing and supply of 3,00,000 wall Calendars for the year 2023 as per the specifications provided in the Annexure-IV.

3. Bidders' Eligibility Criteria:

Only those bidders, who have fulfilled the criteria as given below, only need to apply for the work.

- i. As printing and supply of Calendars is a time bound process, timely completion of order is essence of the contract.
- ii. The bidder should have prior experience of printing and supply of 1,00,000 Calendars for at least one Bank in the last five years.
- iii. The bidder shall comply with the following criteria:
 - a. Average financial turnover during last 3 years preceding current financial year ended 31st March 2022 shall not be less than Rs.75.00 Lakhs.

- b. Should be in profit for the last three financial years (2019-20, 2020-21 & 2021-22)
- c. Should have successfully completed similar printing works during the last 3 years (2019-20, 2020-21 & 2021-22).
- iv. The bidder should have a valid certificate/license from Central/State Govt. as on the date of NIT. The copies of the certificates should be submitted along with the bid.
- v. The bidder must not have been black listed by any Government organization or Govt. agency or Banks in India (A self-declaration signed by the authorized Signatory to be enclosed).
- vi. Bidders, who have not satisfactorily completed any of the earlier contracts with Bank, will not be eligible for participation in this tender.

4. Single stage two envelop bidding:

4.1. The response to the NIT shall be submitted by way of two stage bidding process comprising of Technical & Commercial Bids as detailed below.

Technical Bid: It indicates the technical compliance to the NIT. It should contain

- i. Organization profile in brief.
- ii. A valid State/Central Govt. Certificates/Licenses.

<u>Commercial Bid:</u> It should contain all relevant information as per Annexure-III. <u>Please note that no other information other than the price & other information called for should be furnished along with this offer.</u>

- 4.2. The offer shall be submitted in <u>sealed cover</u> for all the products offered. The Covers should be super scribed with the headings "Technical offer for printing and supply of wall Calendars for the year 2023" for Technical Bid documents and "Commercial offer for printing and supply of wall Calendars for the year 2023" for Commercial Bid documents, whenever submitted.
- 4.3. The sealed covers containing the **Technical and Commercial** offers shall in turn be put in a sealed outer envelope to be super scribed "**Technical and Commercial** offers for printing and supply of wall Calendars for the year 2023".
- 4.4. The envelope shall bear the NIT No., NIT Details, name & complete postal address of the bidder and authority to whom the Bid is submitted.
- 4.5. The envelopes should be properly sealed and submitted.

5. Tender Fee:

The Bidder is required to submit a Demand Draft amounting to **Rs. 3,000/-** (Rupees Three Thousand only) in favor of Chaitanya Godavari Grameena Bank payable at Guntur along with the bid. This is to be submitted in a separate envelope along with the Bid response. This amount is not refundable.

Tender Fee is exempted for the Bidders having the NSIC Certificate or MSME Certificate; Bidder has to submit the valid proofs from NSIC at the time of Bid submission.

6. Bid security declaration:

The Bidder is required to submit Bid security declaration (Annexure-VI) form with clear undertaking that the bidder shall be disqualified from bidding for any contract with the bank for a period of five years from the date of notification if the bidder is in a breach of any obligation under the bid conditions and also the following terms.

- The bidder withdraws his bid before opening of the bids.
- The bidder withdraws his bid after opening of the bids but before acceptance of "Letter of Intent" or "Purchase Order".

7. General Terms of Bid submission:

Please note the following points while submitting your offers.

- i. The bid is non-transferable.
- ii. The offers shall be made strictly as per the formats enclosed. The bids submitted by the bidders should contain the Annexure I to VIII and all other requisite documents otherwise the bid is liable for rejection.
- iii. Any bid received by the Bank after the last date for submission of bid prescribed by the bank will be rejected and/or returned unopened to the empaneled bidder, which the concerned bidder has to collect from the Bank.
- iv. The Bidder shall bear all the costs associated with the preparation of the documents, submission of its bid and Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- v.The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the bidder to the contract.

- vi. The bid shall contain no interlineations, erasures or over writing except as necessary to correct errors made by the Bidder. In which case the person or persons signing the bid shall initial such corrections.
- vii. The offers submitted to Bank should not bear any corrections, alterations, over writings and additions in hand writing.
- viii. The Bidder is expected to examine all instructions, forms, terms and conditions and technical 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 the rejection of its bid.
 - ix.At any time prior to the deadline for submission of bids, the Bank may, for any reason whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding documents by amendments. All such amendments will be notified by our website and will be binding on all the bidders. Further, in order to provide, prospective Bidders, reasonable time to take the amendment into account in preparing their bid, the Bank may, at its discretion extend the dead line for submission of bids.
 - x. The company having quality certification & other certifications, for their operations, can submit.
- xi.Bank will prepare a list of empaneled vendors on the basis of the compliance of prequalification criteria as per terms of the tender documents & technical evaluation based on the technical compliance of the product offered by the bidder vis-à-vis the Equipment Configuration & Compliance forms given in the technical bid forms. Bank may call for any clarifications/ additional particulars required, if any, on the technical bids submitted by the bidder. The bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer will be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. Bank reserves right to call for a presentation on the features etc., from the short listed vendors based on the technical bids submitted to make an evaluation.
- xii.Bank reserves the right to reject this invitation to NIT, in part or full, or cancel the entire NIT process at any stage without assigning any reason. In such a case, bank will not entertain any correspondence in the matter.
- xiii. The decision of the bank shall be final and binding with regard to technical and financial bids.

- xiv.All documents that comprise the offer should be signed and sealed by the firm, as a token of acceptance to the terms and conditions specified in the tender.
- xv.Bank reserves the right to accept or reject any /all tender/s in part or whole of any firm/ firms without assigning any reasons whatsoever. The decision of the Bank in this regard shall be final. In the event of intending tenderers failure to satisfy the bank, the bank reserves the right to reject the tender.
- xvi.Bank reserves right to change/modify/amend any or all provisions of the tender document. Such revision/amendment or corrigendum/addendum, if any, will be made available on Bank official website (www.cggb.in) only. No separate communication will be issued in this regard.
- xvii. Tenders received late on account of any reason whatsoever as also Telegraphic and Faxed Tenders shall not be entertained.
- xviii. The tender shall not include any conditions whatsoever. In case, any conditions are included in the Tender the same shall not be taken in to consideration. The tender in such cases is liable to be rejected. Clarification, if any, shall be obtained from Bank before submission of the tender.
 - xix.Bank reserves the right to partly accept any or all the tenders received without assigning any reasons thereof. The tenderer may have to furnish Rate Analysis for the scrutiny of rates by Bank for negotiation etc., if required.
 - xx. The wall Calendars are to be printed in Telugu. Sealed quotations are invited from eligible, reputed printers located in Andhra Pradesh who have executed similar type of job earlier.
 - xxi. The general terms and conditions for execution of the work are given in Annexure II. The detailed specifications related to the printing of wall Calendars are given in Annexure IV.
- xxii. All the proposals will be graded on technical and financial parameters as specified in the NIT document.
- xxiii.It will be necessary to submit the artwork (print-ready file) for our approval before printing. Similarly, copies of the cover pages, monthly leaves, inside pages, etc., also need to have our prior approval before the strike order for final printing is given. The entire work has to be completed, packaged, labelled for outstation dispatches and delivered at our Branches, Regional offices & Head Office latest by **06.02.2023**. In case of delay, a penalty of 0.5% of the total cost plus applicable GST per day will be levied for each day of delay.

8. Price Composition:

The empaneled bidder should comply with the following terms & conditions with respect to the Commercial Bids enclosed/ as and when called for and note:

- (a) The pricing structure should be furnished strictly as per our format and price quoted should be only in Indian rupees.
- (b) The quoted price should be <u>all-inclusive price</u> (i.e., including Technical GST and if any, Excise Duty, Sales Tax, VAT, any other applicable duties and taxes, Packing, Freight and Forwarding, Transit Insurance, Local transportation, Hamali Charges, completing the Road permit formalities, if required, Installation and warranty period charges. The total price shall also include cable connectors, Technical/User Manuals, Driver/ Utility Compact Disk) and shall be applicable uniformly to any part of the country in case Bank prefers to place repeat orders for different locations. No additional charges/ management fee of any kind will be reimbursed. However, Octroi/ Entry Tax/ Road Permit will be reimbursed as per actual, subject to production of original receipts and other relevant documents. (The quoted price should clearly indicate the Base Price (A) + GST, other charges component, separately(B).)

9. Opening of Bids:

The Techno-Commercial bids will be opened at our Head Office as per the date & time mentioned in the Bid details in brief.

Only one representative will be allowed to represent the Company for opening of the Bids. No separate intimation will be given in this regard to the bidders for deputing their representative. The bid will be opened in the presence of Bidder's representative and Bank Officials.

The Bank reserves the right to open the Bids on the date and time mentioned in the Bid details irrespective of presence of any Bidder's representative.

Non-attendance at the bid opening will not be a cause for disqualification of the bidder.

10. Evaluation process:

10.1 The Bids which are qualified in Eligibility/Technical Criteria would be considered for Commercial Evaluation.

The Technical evaluation shall be done as under.

	Technical Bid Details (100 marks)	
Sr.	Details required/parameters on which Bidderwill	Maximum
No	be scored	Marks
	Previous work orders of at least 1,00,000 calendars	
1		15
	Sample calendars printed in the past (at least three) along	
2	with orders.	30
	Sample CGGB wall calendar 2023 as per specifications in	
3	Annexure IV of this document	55
	TOTAL	100
	Minimum qualifying score is 70	

- 10.2 For Commercial evaluation, total bid price i.e. total amount will be the basis of comparison amongst the eligible bidders to rank them, in order to determine the Highest Evaluated Bid.
- 10.3 After completing the above process, the Bank will declare L1, L2, L3...... Bidder in order to determine the Lowest Evaluated Bid (L1). The next ranked bidder will be called to match the L1 bidder cost until the bank empanels two bidders. If the next ranked bidder matches the L1 price, the bank is having discretion to award the contract to the two bidders. The no. of calendars to be allotted to the bidders is at the sole discretion of the bank. No communication/ correspondence/requests with respect to the allotment of calendars will be entertained for whatever the reason may be.
- 10.4 Bank reserves the right to reject any or all offers under any of the following circumstances: -
- i. Demand Draft for Tender fee is not submitted.
- ii. Offer is incomplete and / or not accompanied by all stipulated documents.
- iii. Offer is not in conformity with the terms and conditions stipulated in this document.

11. Payment Terms:

Bank's Standard payment terms are only applicable. **No advance will be paid against the Purchase Order.** Payments will be released in proportionate to the number of calendars received at the branches/ Regional Offices/ Head Office.

Bank will not consider any other payment terms even if it is mentioned in the offer letter.

12. Fall clause:

The Bidder undertakes that it has not supplied/is not supplying similar product/systems/subsystems/services/solutions software in a comparable business circumstances at a price lower than that offered in the present bid in respect of any other public sector bank in India/PSU/Ministry or Dept. of Govt. of India or any PSU and if it is found at any stage that similar product/system or subsystems were supplied by the bidder to any other ministry/Dept. of Govt. of India/PSU at a lower price, than that vary price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the bidder to the buyer, if the contract has already been concluded.

13. Period of validity:

The Bids should remain valid for the period of 90 days after the last date for submission of bid prescribed. A bid valid for a shorter period shall be rejected by the Bank as nonresponsive. Bank may seek extension of bid validity, if required.

However, Bank will be free to either reduce or increase the quantity to be sold on the same terms and conditions, during the commercial bid validity period of 90 days. The Bank reserves the right to alter quantities.

14. Term of execution of work:

The tender is time bound. The entire work should be completed as per the schedule.

Bank reserves the right to charge penalty for delay in disposal at the rate of 0.50% per week without prejudice to its other rights, if not done within 1 week from the date of sale order. The penalty may be increased to 1% per week for the delay beyond 1 week.

15. No Price Variations:

The commercial offer shall be on a fixed price basis. No upward revision in the prices would be considered during the offer validity period.

16. No commitment to accept lowest or any tender:

Bank shall be under no obligation to accept the lowest or any other offer received in response to this NIT and shall be entitled to reject any or all offers without assigning any reason whatsoever.

17. Right to alter quantities:

- 17.1 Bank will be free to either reduce or increase the quantity on the same terms and conditions. Bank reserves the right to alter quantities.
- 17.2 Bank also reserves the right to place further / repeat order at the special rates offered.

18. Order Cancellation:

If the vendor fails to supply the allotted wall Calendars within the stipulated time schedule or by the date indicated by Bank, it will be a breach of contract. In such case, Bank reserves the right to cancel the order without assigning any reason therefor.

19. Right to Accept/Reject the Offer:

Bank reserves the right to accept or reject any offer submitted in response to this NIT and to annul the process at any time prior to placing of sale order, without thereby incurring any liability to the affected vendor or any obligation to inform the affected vendors of the grounds for Bank's action.

No columns of the tender should be left blank. Offers with insufficient information and Offers, which do not strictly comply with the stipulations given above, are liable to be rejected.

Bank may accept or reject, in full or in part, any or all the offers, without assigning any reason thereof whatsoever in writing.

The Bank will not be obliged to meet and have discussions with any bidder and / or to entertain any representations in this regard.

20. Dispute Resolution, Governing Law and Jurisdiction:

All disputes and differences of any kind, whatsoever, shall be referred by either party (the Bank or the Bidder), after issuance of 30 days' notice on writing to the other, clearly mentioning the nature of the dispute/differences, to a single arbitrator, acceptable to both the parties, for initiation of arbitration proceedings and settlement of the disputes and differences strictly under the terms and conditions of this contract, executed between the Bank and the Bidder. The arbitration shall be governed by the provisions of the applicable Indian Laws. The award shall be final and binding on both the parties. The venue for arbitration shall be at Guntur, AP.

21. Force Majeure:

Notwithstanding the above provisions, the Successful bidder shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions and epidemics. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

22. Confidentiality:

The NIT document contains confidential information proprietary to the Bank. The Bank is bound by an agreement of confidentiality and secrecy with regard to the dealings of all customers, particularly the borrowers. The selected Bidder shall take all precautions necessary to keep the information totally confidential and under no circumstances it will be disclosed to any third party or competitors. The Bidder shall render himself liable for disqualification/premature termination of contract apart from other legal action as may be warranted for any laxity on his part. The Bank is entitled to be indemnified by the Bidder for any loss/damage to reputation and / or for any breach of confidentiality. The information referred to shall include but not restricted to any and every information concerning the Bank and its customers which the Bidder comes to know only on account of his being associated with the Bank through the contract which the Bidder otherwise would not have had access to.

The Bidder shall also not make any news release, public announcements or any other reference on NIT or contract without obtaining prior written consent from the Bank. Any reproduction of this NIT by Photostat/Electronic or any other means is strictly prohibited without prior consent of the Bank.

Dr. B V Ramana Rao General Manager

Encl: Annexure - I to VIII

CHECK LIST FOR SUBMISSION OF TENDER

Printing and Supply of wall Calendars for the year 2023

Technical Bid:

- Organization profile in brief.
- > A valid State/Central Govt. Certificates/Licenses.
- A self-declaration signed by the authorized Signatory regarding not black listed by any Govt. organization/agency/Bank.
- Certificate of Registration.
- List of Partners and Directors.
- Attested copy of Certificate of Factory License.
- > Attested copy of GST Certificate along with Registration underWorks Contract.
- > Details of three latest orders of similar kind of works.
- Audited balance sheets for 2019-20, 2020-21 and 2021-22: (Provisional if accounts are yet to be finalized)
- > 3 Samples of wall calendars printed by you in the past.
- Sample wall calendars as per specifications.
- Eligibility Criteria form (Annexure-V)

Commercial Bid:

Commercial Bid format (Annexure-III)

GENERAL TERMS AND CONDITIONS

Printing and supply of wall Calendars for the year 2023

- i. Sample calendar should be approved before printing/manufacturing.
- ii. The order can be increased or reduced by 5% for supply at the quoted rate.
- iii. All calendars should be properly packed and dispatched latest by **06.02.2023** as per our specifications (Annexure IV) to the corresponding Branch/Regional Offices/ Head Office addresses. Penalty will be levied @ 0.5% of the total cost plus applicable GST per day for delay beyond 06.02.2023.
- iv. No cost in respect of damage/mutilated calendars will be reimbursed.
- v. Any delay in adhering to the prescribed delivery schedule or failure to supply requisite number of calendars of agreed quantity and specifications would entitle CGGB to cancel the order. In such an event, CGGB shall not be liable to pay any amount and the supplier shall not be entitled to recover from CGGB any amount by way of damages, loss or otherwise for such cancellation of the order but at the same time CGGB shall be entitled to recover the loss which it may incur on account of non-delivery or late delivery or on account of placing order with other suppliers and recover from the printer/supplier the difference between the price at which it has been agreed to supply and the price at which CGGB will be forced to place fresh orders.

COMMERCIAL BID FORM

To
The General Manager,
Chaitanya Godavari Grameena bank,
Head office, 3rd Floor, Raghu Mansion,
4/1, Brodipet,
Guntur - 522 002.

Sub: Printing and Supply of wall Calendars for the year 2023 Ref: Reference No:099/51/NIT/2022-23/09 Date: 31.12.2022

With reference to the above, we are pleased to inform our offer as below.

Item	Quantity (a)	Unit Cost (exclusive of GST) (b)	GST (c)	Total Cost (b+c)*a
Cost of Printing and supply of Calendars with specifications as given in annexure IV			, ,	

The amount quoted in words:
The total price is inclusive of all misc. charges like transportation, labor, all taxes or any other expenses.
We understood the terms and conditions of tender and also we will abide by the rules and

regulations of Bank applicable for this tender.

Signature of the bidder with Seal Date:

Address of the bidder with Tel No.

Email:

SPECIFICATIONS FOR WALL CALENDARS

Wall Calendars - Quality & Quantity:

- (a) Total of 3,00,000 calendars in 11.5 (Width) x 18" (Height) size with color printing on 80 GSM Paper for 6 month leaves providing for:
 - i. 6 sheets (6 months) with both side printing in colors
 - ii. 80 GSM paper for the 6 leaves
 - iii. With Quality Iron G.I Sheet & Quality Thread
 - iv. A.P. Maplitho Paper
- (b) The sample paper must indicate the GSM, brand of the paper, name of the manufacturer, etc.
- (c) The artwork will be shared via online sharing platform by Bank along with hard copy print outs.
- (d) After preparing and setting the complete artwork of the calendar, proof of calendar needs to be submitted for our approval.
- (e) Final printing of the entire calendar is to be done by offset process.

<u>Please present a Sample calendar with the above specifications for</u> evaluation in Technical Bid.

Eligibility Criteria Form

S.No.	Eligibility Criteria	Compliance
1	The bidder should have prior experience of printing and supply of 1,00,000 Calendars for at least one Bank/FI in the previous years.	
2	Average financial turnover during last 3 years preceding current financial year ended 31st March 2022 shall not be less than Rs.75.00 Lakhs.	
3	Should be in profit for the last three financial years (2019-20, 2020-21 & 2021-22)	
4	Should have successfully completed similar printing works during the last 3 years (2019-20, 2020-21 & 2021-22)	
5	The bidder should have a valid certificate/license from Central/State Govt. as on the date of NIT. The copies of the certificates should be submitted along with the bid.	
6	The bidder must not have been black listed by any Government organization or Govt. agency or Banks in India (A self-declaration signed by the authorized Signatory to be enclosed).	
7	Bidders, who have not satisfactorily completed any of the earlier contracts with Bank, will not be eligible for participation in this tender.	
8	1-2 Samples of calendars printed by you in thepast.	Samples to be submitted along with the bid.

Certified that the above particulars are true.

Date:	Signature of Authorised Signatory
Place:	(Name of company/firm)

Seal of Company/firm

Bid Security Declaration Form

To
The General Manager,
Chaitanya Godavari Grameena Bank,
Head office, 3rd Floor, Raghu Mansion,
4/1, Brodipet, Guntur - 522 002.

We, the undersigned, declare that:

We understand that bids must be supported by a Bid Securing Declaration.

We accept that We may be disqualified from bidding for any contract with the bank for a period of five years from the date of notification if we are in a breach of any obligation under the bid conditions,

- The bidder withdraws his bid before opening of the bids.
- The bidder withdraws his bid after opening of the bids but before acceptance of "Letter of Intent" or "Purchase Order".
- The bidder violates any of the provisions of the terms and conditions of the NIT in the process of evaluation.
- In case of failure to deposit the DD/Online Transfer for full amount quoted in the Commercial bid by the successful bidder within one week from the date of Sale Order.

We understand this Bid Securing Declaration shall cease to be valid if we are not the successful Bidder or after the expiration of the validity of our Bid.

With kind regards	
Yours sincerely	
Authorised Signatory:	
Name:	
Title/position:	
Date:	
Company Seal:	

duly authorised for and on behalf of

Non - Disclosure Agreement Format

Strictly Private and Confidential

Date:

To
The General Manager,
Chaitanya Godavari Grameena Bank,
Head office,
3rd Floor, Raghu mansion,
4/1 Brodipet, Guntur - 522 002

Dear Sir,

Tender Ref No.: 099/51/NIT/2022-23/09, Dt. 31/12/2022

Confidentiality Undertaking

We acknowledge that during the course of the Engagement for printing and supply of wall Calendars for the year 2023 we shall have access to and be entrusted with Confidential Information. In this letter, the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to Chaitanya Godavari Grameena Bank and its business that is provided to us pursuant to this Agreement.

In consideration of the bank making Confidential Information available to us, we agree to the terms set out below:

- 1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Agreement) to preserve such confidentiality.
- 2. We shall use the Confidential Information solely for the preparation of the Engagement and not for any other purpose.
- 3. We shall not disclose any Confidential Information to any other person or firm.
- 4. We shall not disclose or divulge any of the Confidential Information directly or indirectly to any other client of ours.
- 5. We shall seek the bank's prior written consent to disclose the information, except in cases where such disclosure is required by any rule or requirement of law or any regulatory authority with which we are bound to comply
- 6. This Agreement shall not prohibit disclosure of Confidential Information:
 - i. To our employees who need to know such Confidential Information to assist with the Engagement and in the review processes
 - ii. To our professional advisers for the purposes of our seeking advice. Such professional advisors will be informed of the need to keep the information confidential.
- 7. This Agreement shall not apply to Confidential Information that:

- i. Is in the public domain at the time it is acquired by us
- ii. Enters the public domain after that, otherwise than as a result of unauthorized disclosure by us
- iii. Is independently developed by us.
- 8. This Confidentiality Agreement shall continue for two years after the completion of the engagement unless and to the extent that the bank may release it in writing.
- 9. We acknowledge that the Confidential Information will not form the basis of any contract between the bank and us.
- 10. We warrant that we are acting as principal in this matter and not as agent or broker for any person, company, or firm.
- 11. We acknowledge that no failure or delay by the bank in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege.
- 12. This Agreement shall be governed by and construed in accordance with Indian laws and any dispute arising from it shall be subject to the exclusive jurisdiction of the Indian courts.

We have read this Confidentiality Undertaking carefully and confirm our agreement with its terms.

With kind regards
Yours sincerely
Authorized Circotomy
Authorised Signatory:
Name:
Title/position:
Date:
Date.
Company Seal:
Duly authorised for and on behalf of

PRE CONTRACT INTEGRITY PACT

(Printed on Stamp Paper)

Chaitanya Godavari Grameena Bank hereinafter referred to as "The Principal", andhereinafter referred to as "The Bidder/ Contractor"

Preamble

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Office and in addition can initiate disciplinary actions.

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

- i) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission
 - of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/ Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
- e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process. The firm will be banned from all future business dealings also.

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

- The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 - Equal treatment of all Bidders/ Contractors

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

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

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

Section 8 - Independent External Monitor

- 1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Chairman, Chaitanya Godavari Grameena Bank
- 3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- 4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub-contractor(s) with confidentiality. The monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform chairman, Chaitanya Godavari Grameena Bank and recuse himself/herself from that case.

- 5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact
 - on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 7. The Monitor will submit a written report to the Chairman, Chaitanya Godavari Grameena Bank within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8. If the Monitor has reported to the Chairman Chaitanya Godavari Grameena Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman Chaitanya Godavari Grameena Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9. The work 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman of Chaitanya Godavari Grameena Bank.

Section 10 - Other Provisions

This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Guntur.

- 1. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 2. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 3. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 4. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- 5. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Property (Office Se	. ,	(For & On behalf of Bidder/Contractor (Office Seal)
Place:	Date:	
Witness 1: (Name &Address)		Witness 2 : (Name &Adrress)