



KERALA GRAMIN BANK
HEAD OFFICE, KGB TOWERS,
UP HILL, MALAPPURAM-676505

REQUEST FOR PROPOSAL

“Tender for the supply of Gold Loan Envelops with Bank’s Specification to Kerala Gramin Bank, Head Office, Malappuram”

Tender No : 05/2025

GeM Bid No : GEM/2025/B/6557791 dated 11/08/2025

Date of Issue : 11/08/2025

Last date of submission : 02/09/2025 till 11:00 AM Last date & time for Submission of Pre Bid Queries : 19/08/2025 up to 05:00 PM

Date of Pre Bid Meeting : 20/08/2025, 11.00 AM

Date of Opening of Technical Bids : 02/09/2025, 11.30 AM

Date of opening of Financial Bid: Shall be communicated separately

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TECHNICAL BID: VOL-I

Tender No.05/2025

Dt.11/08/2025

A. NOTICE INVITING TENDER (NIT)

1. Kerala Gramin Bank invites applications for **“Tender for the supply of Gold Loan Envelops with Bank’s Specification” for a period of 01 (One) Year** - to manufacture, print and supply of LDPE Gold Loan Envelops/ Pouches with Bank’s specification.
2. The tender document may be downloaded from the Bank’s Website; www.keralagbank.com/tenders .
3. **Bid Calendar for the RFP (Important dates) is as follows:**

SI No	Event Description	Particulars
1	Category of Tender	Open
2	Mode of submission	Online through GeM Portal
3	Date of publishing Tender Notice	11.08.2025, on GeM Portal
4	Last date for receiving queries	19.08.2025 up to 05:00 PM
5	Pre-bid Meeting (online. Link will be provided in Bank’s website)	20.08.2025 11:00 AM
6	Response to Pre-Bid queries	20.08.2025
7	Issue of Addendum /Revised Tender document (If required)	20.08.2025
8	Last date for submission of Bid /Bid due date	02.09.2025 till 11:00 AM
11	Opening of Technical Bids	02.09.2025 at 11:30 AM at Bank’s Head Office (subject to availability of Tender Committee members)
12	Information regarding Financial Evaluation of Bids	E-Financial Bid of the technically qualified bidders shall be opened at a later date with prior intimation.
13	Performance Security Deposit	5% of the Total Contract value in the form of performance Bank Guarantee
14	Contact details	1- Pavithra V (9400999888) 2- Vishnudas P T(9400999902)
15	RFP related communication E-mails Ids	gawing.kgb@keralagbank.com

4. No addition or alterations shall be made in the Specifications, the conditions of contract and the tender by the Bidder and, if made, such tender is liable to be rejected. In case of the successful tender, any such additions and alterations made by the Bidder will be treated as null and void. Conditional tenders will be summarily rejected.
5. The last date of submission of tender shall 02/09/2025 (up to 11:00 AM).
6. **Pre-bid meeting – Online meeting.**
All the queries related to product specification, printing, manufacturing and supply will be discussed during the pre-bid meeting only and no separate discussion will be carried out. Also bank will display the sample product to the interested bidders during pre-bid meeting only.
7. **Bank reserves all the right to reject or accept any one, or all tenders without assigning any reasons whatsoever.**
8. **Performance Security Deposit** - Bidder has to submit Bid Securing
9. Declaration Form as per Annexure-IV of the tender.
10. **Rates:** All the rates quoted in the tender shall be adhering to GEM norms i.e. inclusive of all the taxes, duties, GST, Transport, Octroi and delivery to our Bank's head office at Malappuram, Kerala.
11. The Bidder whose tender has been accepted shall within seven (07) days of the intimation of acceptance of tender, execute the agreement on stamp paper of required value and submit the performance Security Deposit.
12. **Tenure of Contract:** The Rate Contract prices shall be valid for **a period of 01 (One) year** from the date of issue of Contract / letter of Intent. After reviewing the performance and bank's requirement **the contract can further be extended up to 01 (One) year with same terms and conditions of this RFP.**
13. The bidder shall attach copy of RTGS details of his firm/company.
14. This tender notice (including page no. from 01 to 57) shall form part of the contract.
15. **Tender Validity:** Validity of tender will be 180 days from the opening of tender.
16. **Contradictory Conditions:** If any condition – either General or Special – stipulated in this document contradicts a similar condition in GeM, the conditions stipulated in GeM document will override the conditions in this document
17. **PROCEDURE FOR SUBMITTING TENDERS: -**
 - i. The tender is conducted on two bid system i.e. Technical & Commercial through GEM Portal Only.
 - ii. All tender papers should be duly signed by authorized representative.
 - iii. The entire Tender document along with Tender Form, all the annexures, undertakings, signed and stamped should be addressed to "Assistant General Manager, General

Administration Wing, Kerala Gramin Bank, Head office, KGB Towers, Up Hill, Malappuram -676505. The same should be uploaded on GeM Portal along with all other relevant documents.

- iv. All the publications related to this RFP viz. Tender Advertisement, Tender Document, subsequent corrigendum, any clarification will be uploaded on GeM Portal & Bank's website only. Offline mode for any publications, communication with bidders will not be used by the Bank. Also participating bidders should communicate with Bank through GEM Portal only.
 - v. Technical Scrutiny: the bidders has to submit all the documents through GEM portal only. During the Technical Evaluation, if Bank needs any clarification, additional documents from the participated bidders, the same will be requested through GeM Portal and bidder has to provide the same through GeM portal only. Offline submission of any documents may be avoided by the bidders. Bidder will be provided sufficient time for resolving their queries as per GeM Policy.
 - vi. All the tender document, all declarations, undertaking and all other relevant documents should be in proper typed format, any handwritten document will not be accepted and such a tender containing any handwritten document will be rejected at Technical Evaluation.
 - vii. The format of Financial Bid enclosed in Tender Document is for illustration purpose. The financial bid should **not** be submitted while uploading the signed & stamped tender document in technical bid. **If commercial bid or any pricing related information is disclosed in technical bid, such tender is liable for rejection.**
 - viii. **Commercial Bid:** As per GeM policy, commercial bid of only technically qualified bidders will be opened.
 - ix. During the commercial evaluation, bank at its discretion may negotiate with L1 bidder, complying with norms prescribed by GeM/DoE. The negotiation process will be carried through GeM Portal only.
 - x. The entire RFP right from publication till award of contract will be conducted on GeM Portal only.
 - xi. Purchase preference will be given to MSEs and Make in India as per the extant guidelines
18. All prospective bidders and other interested parties are hereby informed that this RFP, as well as any subsequent agreement(s) executed by the Bank pursuant to this RFP, is based solely on the Bank's requirement for the **“Supply of Gold Loan Envelops as per the Bank's Specifications across Kerala Gramin Bank.”** The objective is to ensure seamless customer service and the Bank's convenience in handling and storing gold ornaments, while adhering to all applicable laws, regulations, rules, and guidelines issued by various regulatory and statutory authorities. This is ultimately aimed at enhancing customer service, improving customer experience, and facilitating operational convenience for the Bank. Accordingly, prospective bidders must understand that the primary purpose of this RFP—and any subsequent agreement(s) executed in connection with it—is to support the Bank in its pursuit of excellence in customer service, customer journey, customer convenience, and operational efficiency in the handling of gold ornaments. Bidders are required to fully understand, agree to, and confirm their commitment to undertaking all necessary steps under this contractual relationship and to successfully complete the assignment/project/program as envisaged.

19. The draft of Nondisclosure Agreement, Performance Bank Guarantee and Integrity pact, Service level Agreement provided in this RFP are indicative only, the actual draft will be provided at the time of execution of agreements with the selected Vendors.
20. Only **OEM or OEM authorized dealer** can participate in the RFP Process along with Bid authorization / participation letter mentioning the specific tender / RFP Number issued by OEM to authorized dealer.
21. **The Tender allotment:** The tender will be awarded to L1 bidder as per the procedure of GeM Portal. After awarding the tender, due to any reason L1 bidder does not complete the further tender procedure within stipulated time or execute the order, the tender will be allotted to L2 bidder provided that the L2 bidder agrees to match the rates quoted by the L1 bidder. In such circumstances, Bank has a discretion to award the tender to L2 bidder through GeM portal / offline mode.
22. **Approval of Sample :** After awarding / allotment of tender, the vendor should first provide samples of all types of Gold Loan Envelops / Pouches for the approval purpose to concerned department. If any modification/ alteration is required in the sample provided, it should be incorporated immediately and revised sample to be submitted for approval till the complete satisfaction of Bank. The large scale production and actual supply of Gold Loan Envelops to Bank's branches / Offices should be started only after sample approval.
The entire procedure of completion of sample approval to be completed within one week period from the issue of Work Order.
23. **The bank reserves all the rights - to cancel the tender procedure at any point of time, to change the scope of work, to allot the scope of work to only one or more vendors at Bank's discretion.**

Thanking you,

Yours truly,

Assistant General Manager

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B. TENDER APPLICATION LETTER

To
THE ASSISTANT GENERAL MANAGER
GENERAL ADMINISTRATION WING
HEAD OFFICE
KERALA GRAMIN BANK

Dear Sir

Request for proposal (RFP) for “Tender for the supply of Gold Loan Envelops with Bank’s Specification”

With reference to the tender invited by Kerala Gramin Bank for the captioned subject work:

1. I / We the undersigned have carefully gone through tender documents comprising of the tender form, Notice of Tender, Scope of work, Specifications, terms and conditions etc. and clearly understood the scope of work & all the terms and conditions specified therein.
2. I/We hereby offer to execute the works specified in the Memorandum within the time specified, at the rates mentioned in the financial/ BOQ and in accordance with all respects of the tender and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.
3. I/We undertake that we have examined the products, clearly understood the Bank’s requirement for manufacturing, printing & supply of Gold Loan Envelops
4. I/We do hereby agree that offer is accompanied by Bid securing declaration Form.
5. I / we further agree to start the printing & supplying of Gold Loan Envelop / Pouches as per Bank’s Specification within 7 Calendar days from the date of issue of work order from Bank’s Head Office.
6. I / We further understand that the tender is for manufacturing, printing & supplying Gold Loan Envelop / Pouches to be supplied to Kerala Gramin Bank, Head Office, Malappuram within 30 Calendar days from the date of receipt of order & delivery schedule mentioned by the Bank thereafter by any mean from authorized office of Kerala Gramin Bank.
7. I / We agree to pay Government taxes, GST etc. and all other taxes including works contract, extra turnover tax etc. as prevailing from time to time on items where such levies apply. The rates quoted by me/us are inclusive of these taxes.
8. I/We agree that Bills only will be submitted as against the given work order after printing & supplying of Gold Loan Envelops along with delivery challan / POD of courier from respective office. Also understand that the Bank will not accept any bills without acknowledgement of delivery to respective office. Also agree that **no advance** will be paid by the bank for execution of order.

9. I/ We undertake that if awarded this work, we shall complete the "Manufacturing, Printing & Supply of Gold Loan Envelops as per bank's specification". We will adhere to the provision of all labour and GST & Sales Tax laws. We indemnify the bank for any breach in this matter.
10. It is understood by me/us that the lowest or any tender will necessarily be accepted.
11. I/We undertake that volume indicated in this RFP is indicative or tentative only. Final volume depends upon Bank's actual requirement and it is at Bank's discretion.
12. I/We undertake that Bank reserves all rights to cancel the tender procedure at any point of time. Also bank reserves rights to alter scope of work, change the specification, allot the entire volume. Bank's decision in this regards will be final and binding on participating bidder.
13. I/We undertake that entire RFP procedure will be carried through GeM portal and we adhere to bank's tender conditions mentioned in this document / uploaded in ATC section of bid on GeM portal.
14. I/We undertake that I/We have participated in the RFP process by OEM/ OEM authorized Dealer (select the appropriate) with proper authorization letter.

Signature & Stamp of Bidder

C.ELIGIBILITY CRITERIA

Bidder must submit & comply with all the eligibility criteria (as mentioned below). Noncompliance of any of the following criteria will result in the rejection of the bid and corresponding price bid submitted by the bidder will not be opened on GeM Portal without any further scrutiny.

The bidder should fulfill the following eligibility criteria. They are required to submit copies of documents to substantiate their qualifying criteria.

- 1) Bidder should have valid Registration of **PAN, GST** etc.as applicable under various Govt. guidelines. There should not be any default to any tax/ Government authority / statutory dues.
- 2) Bidder must be in possession of necessary license to manufacture LDPE products & certificate from Pollution Control Board.
- 3) Bidder should have been undertaking the activity of printing & supplying Gold Loan Envelop / Pouches etc during the last **three** financial years. (Certificate issued by respective department/organization / work contracts/ purchase orders to be enclosed)
- 4) The bidder must have at least three years of experience in the manufacture, printing and supply of Gold Loan envelopes, and must have supplied to Scheduled Banks during the last **three** years. The bidder must not be currently under debarment. A Letter of Undertaking confirming that the bidder has not been blacklisted must be provided on letter head. The format is attached as Annexure-II
- 5) Completion Certificate: Bidder shall submit the completion certificate mentioning the scope of the work, Final bill amount, year, duration of the work etc. from the competent authority of the client.
- 6) The bidder should not be an NPA borrower in any Bank/Financial Institution.
- 7) To become eligible for participating in the tender, the bidder should have printed & supplied at least **6 lakh (six lakh) number of Gold Loan envelopes** to Scheduled Banks during any of the last three financial years ending 31st March of 2023, 2024 and 2025.
- 8) The bidder should be a profitable firm/company & should have shown the profits in each of the last three financial years i.e. FY 2022-23, 2023-24 & 2024-25 (Valid CA certificate to be enclosed)
- 9) The bidder should have average annual turnover of more than **Rs. 75.00 Lakh (Rs. Seventy Five Lakh only)** during the last three financial years i.e. FY 2022-23, 2023-24, 2024-25 (Valid CA certificate to be enclosed). Out of which
 - (a) The bidder should have successfully executed minimum single work of similar type, costing more than Rs. 30.00 lakh, during last three years (Proof of the same should be submitted for having successfully completed the work)

OR

- (b) The bidder should have successfully completed at least two similar works, each valued at more than Rs. 20 lakh, during the last three years. Proof of successful completion of these works must be submitted.

OR

- (c) The bidder should have successfully completed at least three similar works, each costing more than Rs. 15.00 lakh, during the last three years. Proof of successful completion of these works must be submitted.

- 10) The bidder shall undertake that, "After the award/ allotment of the tender, the vendor should first provide samples of all types of Gold Loan Envelops / Pouches for the approval purpose to concerned department. If any modification/ alteration is required in the sample provided, it should be incorporated immediately and revised sample to be submitted for approval till the complete satisfaction of the Bank. **This activity of the approval of the samples should be completed within a period of 7 days from issuing the work order.** The large scale production and actual supply of Gold Loan Envelops to Bank's branches / Offices should be started only after the sample approval".
- 11) If OEM itself has participated in the bid, they should submit all the relevant documents of OEM. If, authorized dealer of OEM has participated in the RFP, the authorized dealer has to submit "**Bid participation authorization letter**" specifically mentioning the RFP No. The authorized dealer has to provide all the necessary documents of the dealer along with OEM.

Note : Documents supporting / confirming the above mentioned data must be submitted by the bidder without any deviation, failure to submit above mentioned documents will disqualify the bidder from further process.

Certificate sought as above should be in the name of bidder. Third party certificates will not be accepted.

Date :

Signature of Bidder(s)

DETAILS OF THE BIDDER (Tender Application Form)

#	Particulars	Office	Factory/ Printing Unit
1	Name of the Firm and complete postal address		
	Contact Numbers (Landline/ Mobile), STD, FAX No & Name(s) of contact person(s).		
	E-mail id for communication		
2	Registration details (Enclose a self-attested photocopy of proof for the following, whichever is applicable, failing which Tender application is liable to be rejected.)		
	Permanent Account No. (PAN)		
	Tax Deduction Account No. (TAN)		
	VAT / CST / TIN/GST Number		
	Classification of firm(Micro/Small/Medium		
	SSI/MSME Registration Certificate, if any.		
	Permission/license to carry on business		

3	Nature of Business	Date of establishment	Constitution of the Firm
		D D M M Y Y Y Y	
[a]	Mention the constitution such as Proprietorship/ Partnership/ Private Ltd Co./ Public Ltd. Co./ Trust.		
[b]	If the Constitution is "Partnership", certified copy of partnership deed, current address of the firm, full name and complete postal addresses of all partners of the firm including contact phone numbers (Land line/ Mobile) should be furnished in the application.		
[c]	If the Constitution is Pvt. Limited Company or Ltd Co., the application should be signed by the person authorized by the Board of Directors holding power of attorney. Copy of the relevant Board Resolution and a certified copy of the power of attorney should be enclosed to the application.		

4. Name(s) of Proprietor/ Partners/ Directors, their personal addresses and contact phone numbers.
(Use additional sheets wherever required)

No.	Name	Complete postal address	Phone Number(s)

5	Name & address of the Associate Firms, if any.	
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6.Details of Printing Unit – 1 with Address :-

Note:- To become eligible for Tender Participation, the Vendor should have printed & supplied at least 5 lakh number of Gold Loan Envelops / Pouches to Scheduled Banks during any of the last 3 financial years ended 31st March of 2023, 2024 and 2025 in a single Purchase Order

Necessary documentary proof such as copies of work orders, agreements, invoices, Certificate issued by PSBs duly indicating the number of Gold Loan Envelops supplied during each financial year should be enclosed to the technical bid. Application without containing said proof shall be rejected by the bank.

7.Please furnish the details for compliance of the above requirement. (use additional sheet if necessary)

Financial Year	Name of Public sector Bank to whom Gold Loan Envelops supplied	No. of Gold Loan Envelops supplied (Bank wise)	Name of the clients other than Public Sector Banks to whom gold Loan Envelops Supplied	No. of Gold Loan Envelops supplied (Client wise)
2022-23				
2023-24				
2024-25				

7.1	Name and address of the banker, STD code, telephone, and FAX Numbers	
7.2	Bank Account Number to which payments to be credited, if any. (Enclose a specimen of the cancelled cheque)	ACCOUNT TYPE
		BANK NAME
		ACCOUNT
		IFS CODE
		BRANCH NAME

7.3	Annual Turnover during the FY ENDED 31 ST March	(Amount Rs. in Lakh)					
	31.03.2023						
	31.03.2024						
	31.03.2025						

Important: Wherever the firm's books of accounts are to be subjected to audit by Chartered Accountant as per Income tax/ other Acts, then such firms should submit the duly audited financial statements with their Tender application. All other firms which are not required to be audited by Chartered Accountant as per IT/Other Acts, they should submit their financial statements duly certified by a Chartered Accountant. Applications submitted without complying with this requirement will be rejected.

8	OTHER INFORMATION	Please tick
8.1	Do you have separate covered godown for storing Bank's Gold Loan envelops? If so, is it covered by insurance against fire and other risks? What is the covered area of the go-down?	Yes / No Area: _____ Sq. ft.
8.2	Whether adequate Fire safety equipment's are installed and are functioning in the premises of Press & Go down as per requirement?	Yes / No
8.3	Whether you are agreeable to dispatch stationery items/ printed materials to our Head office or to the destinations to be indicated by the bank from time to time?	Yes / No
8.4	Do you have enough physical security in your premises to safeguard the printed stationery items of the Bank?	Yes / No
8.5	You should keep total secrecy of the printed/ manuscript materials of the Bank. Do you agree for this condition?	Yes / No
8.6	All our print supply orders shall be covered under contract act and other relevant acts. Are you willing to abide by these acts?	Yes / No
8.7	If the bidder fails to effect supply within the scheduled time, the firm is likely to be penalized with a specified amount as fine except in case of "force majeure". Are you willing to abide by this condition?	Yes / No
8.8	We hereby confirm that: a) Our firm is registered under CST/ SST /GST and is liable to pay all kind of taxes/ Octroi etc. All our quotations would be inclusive of these taxes and all other charges. b) As per tax laws, we are liable to be subjected to TDS for the works related to print / supply. We are willing to abide by these requirements	

8.9	Please provide Names and address of 3 public sector banks/ Scheduled banks where your firm is supplying the gold envelopes Enclose a certified photocopy of the major work orders executed during the last 3 financial years ended 31st March 2025. (attach separate sheets if necessary).	1.		
		2.		
		3.		
9	Copies of self-attested documents to be enclosed with the Tender application. Important: Documents described vide Sl. Nos. 10 [a], [b], [c] whichever applicable are compulsorily to be enclosed without which Tender application will not be considered by the bank.			Whether complied with?
a)	3 years balance sheets, Profit and Loss Account statements. Wherever the firm's books of accounts are to be subjected to audit by Chartered Accountant as per Income tax/ other Acts, then such firms should submit the duly audited financial statements with their tender application.			Yes / No
b)	Permanent Account No. (PAN)/ General Index Register (GIR) Number Certificate – Self attested , Central Sales Tax (CST) / State Sales Tax (SST)/ Value Added Tax (VAT)/GST/ Tax Information Network (TIN) Certificate, Service Tax Certificate – Self attested.			Yes / No
c)	Valid License for manufacturing LDPE products	Yes / No	Approval from pollution control Board	Yes / No
d)	Please furnish the details of activities outsourced by your firm:			
10	Any dispute arising in this regard shall be subject to jurisdiction of Courts in Pune only.			

Certificate: We have carefully perused the aforesaid terms and conditions and agree to abide by the same in the event of our offer is accepted by Kerala Gramin Bank.

Note: Where copies are required to be furnished, these are to be self-attested / notarized copies. In case you intend to give further / more information, please attach separate sheet/s.

(Use additional sheets wherever necessary to provide complete information)

Signature and Seal of Applicant

D. Appendix

1.	Date of Completion of Printing & Dispatching & delivery as per work order	Within 30 Calendar day from the date of receipt of data issued by Head Office or as mentioned in the delivery schedule of the bank received thereafter.
2.	Liquidated Damages	0.5% of the ordered value of the work per week of delay on the part of the bidder subject to a maximum of 10% of the total ordered value of work
3.	Performance Security Deposit	<p>On Successful acceptance of Works Contract, Bidder has to submit Performance Security Deposit to the amount of 5% of entire contract value in the form of either</p> <p>-Performance Bank Guarantee from Scheduled Bank to the amount of 5% of entire contract value</p> <p>OR</p> <p>Fixed Deposit of same amount parked in any of the branches of Kerala Gramin Bank with lien marked to KGB.</p>
4.	Tender validity period	180 days
5.	Validity of Rates quoted	01 Years

Date :

Signature of Bidder(s)

E. GENERAL TERMS AND CONDITIONS

1. Tenderers shall sign & stamp wherever provided of and all pages of the tender documents including attached documents. Tenders not duly signed and stamped shall be liable to rejection. The tenders should be addressed to “Assistant General Manager, Kerala Gramin Bank, Head Office, KGB Towers, UP Hill, Malappuram-676505”. The tenders shall be submitted on GeM Portal on or before **02/09/2025 by 11:00 AM**.
2. Tenders which do not contain the Bid securing declaration form or that do not fulfil any of the conditions mentioned herein shall be rejected at the discretion of the Bank.
3. **Definitions:**
 - i. **Bank** : Kerala Gramin Bank, a body corporate constituted under Regional Rural Bank Act of 1976 and as notified by Government of India on 08.07.2013, having its Head Office at KGB Towers, AK Road, Malappuram Kerala - 676505 (hereinafter called ‘KGB’ or “**Bank**” which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns).
 - ii. **Bidder**: who intends to manufacture, print & supply Gold Loan envelopes as per the terms and conditions of this tender document and participates in the tender hereinafter referred to as “Bidder”.
4. **Bidder** should undertake to print and supply various security items at standardized rates to the branches/ offices of the bank.
5. The Vendor should be in possession of [a] PAN, [b] VAT/ CST/ TIN/GST [c] Service Tax Registration Number and [d] permission/ license to carry on business at the address furnished in the application. Self-attested photocopy of all these certificates should be enclosed to the Tender application.
6. Execution of Job of – Manufacturing, Printing and Supply of Gold Loan Envelops to Scheduled Banks. Self- attested photocopy of major orders executed (containing the job specification details) during the last 3 financial years should be submitted along with the application. In case of need, bank may call for opinion letters from Vendor’s bankers/ clients/ others and consider only those applicants with satisfactory record for this RFP/Tender.
7. Documentary evidence to confirm all the above mentioned pre-qualification criteria should be enclosed to the Tender application.
8. Original documents should be produced to the bank, on request, in case it is needed for cross-verification of information by the Bank, failing which Tender application is liable to be rejected
9. **SUBMISSION OF BIDS [Technical & Financial bids] :**
 - i) The tender is conducted on two bid system Technical & Commercial though **GEM Portal Only**.
 - ii) All tender papers should be duly signed by authorized representative.

- iii) The entire Tender document along with Tender Form, all the annexures, undertakings dully filled-in, signed and stamped should be addressed to “Assistant General Manager, Kerala Gramin Bank, Head Office, KGB Towers, UP Hill, Malappuram-676505”. The same should be upload on GeM Portal along with all other relevant documents
- iv) All the publications related to this RFP viz. Tender Advertisement, Tender Document, subsequent corrigendum, any clarification will be uploaded on GeM Portal & Banks website only.
- v) Samples: The bidder needs to submit samples of various types in original to Kerala Gramin Bank at the aforesaid address, on or before the cutoff date. Bids from vendors, whose samples are not received by the Bank before the cutoff will be summarily rejected.
- vi) Technical Scrutiny : the bidders has to submit all the documents through GEM portal only. During the Technical Evaluation, if Bank needs any clarification, additional documents from the participated bidders, the same will be requested through GeM Portal and bidder has to provide the same through GeM portal only. Offline submission of any documents should strictly be avoided by the bidders. Bidder will be provided sufficient time for resolving their queries as per GeM Policy.
- vii) All the tender document, all declarations, undertaking and all other relevant documents should be in proper typed format, any handwritten document will not be accepted and such a tender containing any handwritten document will be rejected at Technical Evaluation.
- viii) The format of Financial Bid enclosed in Tender Document is for illustration purpose. The financial bid should not be submitted while uploading the signed & stamped tender document in technical bid. If commercial bid is disclosed in technical bid, such tender is liable for rejection.
- ix) Commercial Bid : As per GeM policy, commercial bid of only technically qualified bidders will be opened.
- x) During the commercial evaluation, bank at its discretion may negotiate with L1 bidder. The negotiation process will be carried through GeM Portal only.
- xi) The entire RFP right from publication till award of contract will be conducted on GeM Portal only.

- I. **Please Note:** In the technical bid, bidder should enclose all supportive documents/papers as stipulated in this tender document. Since technical bid without any of the required information is liable for rejection, bidders are once again requested to ensure compliance of the above requirement without fail.
- II. Rates quoted in the financial bid are valid for 1 years and it can be further extended upto additional 1years. .
- III. The bids are to be signed by the authorized signatory of the firm or organization only. Full name, designation, necessary resolution/ power of attorney/ letter of authority available should also be enclosed to the technical bid.
- IV. All the pages of the tender document should be stamped (by affixing the seal of the firm) and signed by the authorized signatory as token of having read the entire tender document and understood the instructions, terms and conditions etc.. No changes whatsoever shall be permitted in the tender document and the bidder should submit the tender as per the Bank’s prescribed format only.

V. Any incomplete or ambiguous terms/ conditions/ quotes will disqualify the offer and the decision of the Bank in this regard will be final.

VI. The Vendor applying for the Tender should bear all costs/ expenses associated with the preparation and submission of Tender application to the bank and the Bank in no case will be responsible or liable for these costs/ expenses incurred by Vendors regardless of the conduct or outcome of the Tender / RFP process. Vendors are requested to submit their applications duly complete in all respects and along with all supportive documents/ records etc... Incomplete/ illegible applications are liable to be rejected by the bank.

VII. The Bank reserves the right to reject any or all the Tender applications at any stage during the Tender process without assigning any reason therefor. Canvassing in any form will disqualify the applicant.

VIII. Bidders shall inform the Bank in case of transfer of ownership of their company.

10. Pre-Bid Meeting:

For the purpose of clarification of doubts related to this RFP of the bidders, Kerala Gramin Bank intends to hold a Pre-Bid Meeting on the date and time as indicated in the RFP. The queries shall be submitted in forms given under **Annexure -I**. Queries not received in the form and queries without the relevant details will not be taken up for response. It may be noted that no queries of any bidder shall be entertained received after the Pre-Bid Meeting. The clarifications and replies to the queries offered during the Pre-Bid Meeting will be **made available on GeM**. Pre-bid queries to be sent by mail to the following mail ID:

gawing.kgb@keralagbank.com

Only the authorized representatives of the bidders (**Only 01 persons**) will be allowed to attend the Pre-Bid meeting along with authorization letter issued by respective company.

11. Requests for Information

Bidders are required to direct all communications related to this RFP, including notification of RFP submission to:-

"The Assistant General Manager,
General Administration Wing,
Kerala Gramin Bank, Head Office,
"KGB Towers", Up Hill, Malappuram-676505.

All questions relating to the RFP, technical or otherwise, must be in writing only and email to gawing.kgb@keralagbank.com

Bidders should invariably provide details of their contact number/email address as responses to queries will only be provided to the bidder via email.

If Bank in its absolute discretion deems that the originator of the question will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all bidders.

12. Disqualification:

Any form of canvassing / lobbying / influence / query regarding short listing, status, etc will be a disqualification

13. Adoption of Integrity Pact:

Integrity pact signed by the bidder should be uploaded along with entire tender document on GeM Portal. After awarding the contract to L1 bidder, Integrity Pact to be submitted on Rs. 500 Stamp Paper along with other Documents viz : Signed & Stamped Service level Contract, Non Disclosure Agreement, performance Bank Guarantee. The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.

Only those bidders, who commit themselves to the above pact with the Bank, shall be Considered eligible for participate in the bidding process.

The Bidders shall submit signed integrity pact along with Conformity to Eligibility Criteria. Those Bids which are not containing the above are liable for rejection.

Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates

Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

Integrity Pact in respect to this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.

Integrity Pact, in respect of a particular contract would be operative from the stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

Sr. No.	Particular	Description
1	Name of the product	Gold Loan Pouch with Void tapes
2	Material of the pouch	Virgin grade LDPE material (tamper proof quality plastic material required)
3	Thickness of pouch	75 Micron
4	No. of openings	4 (3 for audit purpose and 1 tape on top of cover) with 35mm void tape (level 3 security)
5	Dimensions	9" x 7" Outer size, 8" x 6.5" Inner size
6	Serial number	Serial number All covers should have serial number printed on the top side.

7	Required quantity	12 lakh
8	Sealing tape/Sticky material	L3 type Tape with best quality Glue, with cutting edge & printed "void" / "tampered" & "Bank's Name" in the tape & stretch marks on LDPE to be provided so that any tampering if attempted can be easily noticed.
9	Tear off slip	35 mm void tape closure at the top of the envelope & three extra closure of 35 mm red void tape at the back of the envelope for inspection/audit purpose.
10	Barcode & Numbering	Only identical sequence number to be provided on the pouch
11	Printing	Three colour printing

14. **SCOPE OF THE WORK:** the scope of work of this RFP includes Manufacturing, printing & supply of Gold Loan Envelops / Pouches as below:

I **Description of Product** : - Manufacturing, Printing & Supply of Gold Loan Envelops Kerala Gramin Bank , Head Office, Malappuram.

II **Art Work** :- will be provided by Bank in soft copy.

III **Quantity**- The estimated quantity of Gold Loan Envelop is 12 lakhs :

The volume mentioned is indicative only, final volume depends upon actual requirement or consumption of the Bank and it is at Bank's discretion.

iv. Placement of Order : the order will be placed by Head Office preferably through GeM Portal mentioning delivery location, delivery schedule and quantity of each type of envelopes through Email.

v. Delivery Schedule- after receipt of delivery schedule by the manufacturer, the delivery should be completed within 30 days from the receipt of delivery details.

VI Approval of Sample : After awarding the contract or issuance of letter of Intent, the vendor should provide the samples of Gold Loan Envelops / Pouches for the approval purpose to concerned department. If any modification/ alteration is required in the sample provided, it should be incorporated immediately and revised sample to be submitted for approval. This exercise should be carried out till the complete satisfaction of Bank. The large scale production and actual supply of Gold Loan Envelops to Bank's branches / Offices should be started only after sample approval

VII Packing : Each type of Envelops should be neatly bundled in multiple of 100. The sequence number of envelops and tear off flaps should be packed in serial only and no random shuffling should be done. After receipt of order, Gold Loan Envelops should be segregated and packed in appropriate size corrugated, strong & sturdy boxes. Maximum 5000 envelops should be packed in one box.

The checklist mentioning quantity, QC check, etc. should be packed in the box.

VIII Courier Services :- preferable through Speed Post or other reputed courier only.

IX Testing of Products :- After completing the dispatch, Bank will collect the samples on random basis & Bank at its discretion will test the samples of envelops. Any discrepancy if found with the specification provided by the Bank in scope of work the entire lot will be rejected by the Bank and the supply cost inclusive of packaging, transportation, etc. be borne by supplier.

X Completeness of Work:

'The job of manufacturing, printing & supply will be deemed as incomplete if any requisition of the gold Loan envelops is not delivered within time or is delivered within time but not acceptable to Kerala Gramin Bank after acceptance testing/ examination.

In case of any undelivered requisition/ order for a continuous period of 45 days bank has right to commission the re-procurement process for the said orders/requisitions and the vendor/ bidder shall be liable to indemnify the Bank for all costs including the re-procurement costs.'

After receipt of work order/ delivery schedule, the envelops should be manufactured/ printed and supplied through speed post / reputed courier. The bill should be accompanied by the acknowledgement of receipt by the recipient i.e. POD which is signed and stamped by the Bank's Officer.

15. Confidentiality:

- I. The BIDDER acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of the Bank relating to its business practices in connection with the performance of said services under this

Agreement or otherwise, is deemed by the Bank and shall be considered to be confidential and proprietary information ("Confidential Information")

- II. The BIDDER agrees and undertakes that the Confidential Information shall not use or permitted to be used in any manner except for the purpose of performance of this agreement and the BIDDER shall not disclose or part with the Confidential Information to unauthorized person/s. The BIDDER shall ensure that the Confidential Information is safeguarded and shall take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. The BIDDER shall ensure that its employees/agents/sub-contractors are bound by similar obligation to maintain secrecy in respect of Confidential Information.
- III. The BIDDER acknowledges that in the event of any breach or threatened breach of this clause by the BIDDER and/or its employees/agents/sub-contractors the BIDDER shall be liable to pay damages as may be quantified by the Bank.
- IV. The BIDDER acknowledges that in the event of any breach or threatened breach of this section by BIDDER/its employees/agents, monetary damages may not be an adequate remedy; therefore, the Bank shall be entitled to injunctive relief to restrain the BIDDER/its employees/agents from any such breach, threatened or actual. This provision shall survive expiry or termination of this agreement.
- V. *'The successful bidder(s) should scrupulously follow, adhere to and comply with the present guidelines, regulations, rules, standards including, inter alia and any other future guidelines which may be imposed by Bank, RBI, IBA, NPCI or any other Regulatory, Statutory, Competent Authority any time during the term of this RFP & any subsequent contract in furtherance of this RFP in respect of the subject matter of this RFP. The non-compliance, if any, shall be viewed very seriously by the Bank. Further, the successful bidder(s) shall be liable for any penalties, sanctions or levies imposed on the Bank due to such non-compliance/ non-adherence.'*

16. OTHER TERMS & CONDITIONS

- I. The Bank will provide only specification of Gold Loan envelop but not the paper, plastic or any art work. The vendor should thoroughly understand Bank's requirement before proceed with printing;
- II. The rates are inclusive of all taxes, GST, Transport as per GeM Policy.
- III. Transportation & delivery of security items should be effected through Speed Post/reputed courier.
- IV. Maximum permissible delivery period from the date of order to date of dispatch should not exceed 30 days after receipt of work order.
- V. No extension of time from the due date stipulated in individual orders shall be granted. Non-adhering to the supply schedule will attract penalty at the rate of 10% per annum on the bill amount submitted by the Vendor for the delayed period will be charged by the Bank from time to time, at its discretion, apart from initiating necessary action that may be considered necessary by the bank. But in exceptional circumstances, the Bank may condone the delay at its sole discretion. No orders will be placed to a Vendor in case of continuous default in complying with these time norms.
- VI. In case of any complaint, adverse remark against any bidder/vendor/supplier, the Vendor/supplier shall be deleted from the Bank's vendor list apart from initiating suitable action that may be considered necessary by the bank.
- VII. Printed & supplied items which are not according to the bank's specifications in all respects shall be summarily rejected and this Tender would be cancelled.

- VIII. **Bills should be submitted within 90 days from the date of delivery of material at Head Office. The Bills received thereafter shall be treated as 'NO CLAIM'. Acknowledgement from the branch/ offices certifying that the supplied items have been received by them (in the form of stamped & signed courier POD copy), should be submitted along with the bill for the purpose of confirmation of receipt of material. Without such acknowledgement, payment of Bill will not be processed. Further Bank will randomly collect the samples from the material supplied to our branches / offices for testing purpose. The payment will be released after successful testing.**
- IX. The Bank reserves the right to modify/ alter/ cancel in full or in part the description/ quality & other terms & conditions of any order. The Bank reserves the right to inspect the manufacturing Unit/ Printing Press/ Godown of the security Vendor in case of need and verify the invoice, raw materials at the press premises without any prior notice to ensure that quality & micron of required LDPE used and to study the process flow.
- X. This rate contract will be valid for One year, which may be extended up to One year in case of need on the same terms & conditions at the discretion of the Bank.
- XI. Performance Security deposit : On Successful acceptance of Works Contract, Bidder has to submit Performance Security Deposit to the amount of **5% of entire contract value** in the form of either - Performance Bank Guarantee from Scheduled Bank to the amount of 5% of entire contract value **OR** -Fixed Deposit Kerala Gramin Bank to the amount of 5% of entire contract value. This performance security deposit will be kept as interest free security deposit for a period of 18 months and will be released thereafter **The performance security deposit is to be furnished within 7 days after acceptance of this Contract without which no orders will be placed to Vendors. The terms & conditions of this Rate Contract have to be accepted by the Vendor by affixing signature by the authorized signatory/s on all pages.**
- XII. The vendor should furnish name of their contact person with telephone/ cell phone Numbers to the bank to facilitate effective liaison & follow-up. They should also update the contact information whenever there is a change.
- XIII. Integrity Pact (IP) agreement, duly signed should be submitted by every bidder at the time of submitting the tender and executed by selected vendor along with Service Level Agreement, Non- Disclosure Agreement, Performance Bank Guarantee.

17. GENERAL TERMS & CONDITIONS RELATING TO RFP

Guidelines contained in this document are General Conditions to be complied with by the vendor.

- I. The RFP/Tender document is on Principal to Principal basis and does not create any employer – employee relationship. Nothing contained in this RFP or any subsequent agreement or otherwise shall be deemed to create any partnership, joint venture, employment or relationship of Principal and Agent or Master and Servant between the parties hereto or any of their respective employees, affiliates, subsidiaries, representatives, agents, contractors / subcontractors or to provide either party with any right, power of authority whether express or implied to create any duty or obligation on behalf of the other party.

- II. Failure to submit the said security deposit amount within the time frame will disqualify the vendor from participating in any of the tender process.

III. **Opening date of technical Bids**

- A. Technical bids will be opened on **02/09/2025 at 11.30 a.m.** on GeM Portal. The Bank reserves the right to reject any or all the tenders without assigning any reason thereof. Canvassing in any form will disqualify the tenderer.
- B. Financial bid will be opened as per GeM procedure.

18. **Resolution of Dispute:** *Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by Arbitration in accordance with the provisions of Procedure of the Indian Arbitration & Conciliation Act, 1996, including any amendments thereof. The arbitration tribunal shall be composed of a sole arbitrator, and such arbitrator shall be appointed mutually by the Parties. In case of non-consensus between the parties on the name of the sole-arbitrator, each party will appoint one arbitrator and those two arbitrators shall mutually appoint the third arbitrator who will act as the Chairman of the Arbitral Panel. The place of arbitration shall be Ernakulam, Kerala, India. Expenses of Arbitration shall be shared equally by both the parties and the arbitration proceedings shall take place in the English language.*

19. **Continuous Services:-**

- Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the BIDDER should continue to provide services to the Bank as per the contract till alternate arrangements are made.
- Forbearance: The failure on the part of the Bank to insist upon the performance of any terms and conditions of this Agreement, to exercise any right or privilege conferred in this Agreement, or to demand any penalties resulting from any breach of any of the terms or conditions of this Agreement shall not to be construed as a waiver on the part of the Bank of any terms, conditions, rights or privileges, but the same shall continue and remain in full force and effect, nor will such waiver affect any subsequent breach or subsequent action in that behalf
- Proprietary rights: The BIDDER agrees that work product including but not limited to all information, reports, studies, software (including source codes, object codes and executables), flow charts, diagrams and other intangible and tangible material of any nature whatsoever produced by or as a result of any of the services rendered hereunder shall be the sole and exclusive property of the Bank. In furtherance thereof, hereby-irrevocable grants, assigns, transfers to the Bank all rights, title and interest of any kind, in and to any work product produced hereunder. The BIDDER shall be entitled to make absolutely no use of any of the materials except as may be expressly permitted in writing by the Bank.

20. **DELIVERY SCHEDULE, LIQUIDATED DAMAGES**

- The item for which work order is issued should be supplied as per the time schedule prescribed by the bank. No extension of time from the due date stipulated in individual orders shall be granted. Non-adhering to the supply schedule will attract penalty that may be charged by the Bank from time to time, at its discretion, apart from initiating necessary action that may be considered necessary by the bank.

- In case Vendor fails to supply the items as per the specified delivery schedule/ Banks specification / any deviation found from the approved sample (even if defect is found in one of the specimens) the Bank shall be at liberty to reject the entire consignment/ cancel the un delivered order/ de-listing the Vendor from the Bank's Vendor list and also denying them participating from any future tender process of the Bank.

- Liquidated Damage :-

At 0.5% of the order value per week with an upper ceiling of 10% for any delay in supply or supply of defective products.

The decision of the Bank in regard to cancellation of the print order, levy of liquidated damages and forfeiting the performance security deposit shall be final.

21. WARRANTY:

- I) The security stationery to be printed and supplied shall be under Vendor's comprehensive all-inclusive warranty for a period of one year from the date of satisfactory supply.
- II) During the warranty period the Vendor shall at his/her own cost replace any defective Gold Loan Envelops, free of cost to the Bank. Any defect including defective LDPE Plastic, side welding, perforation, gumming, taping, fading of printed matter, fading of colours/ art work, defective arrangement of perforations & tapes, non-adherence to specified war material, ink, lamination, size, opening & any other defects etc., should be replaced by the Vendor at his/her own cost.
- III) Any defect in quality or shortfall in the quantity of stationery supplied will be intimated to the Vendor by the Bank and the Vendor shall rectify the defect or make good the shortfall within 15 days of such reporting. If the defects could not be rectified within the said period of 15 days the Vendor should replace the same free of cost. Transportation and other costs in this regard, if any, shall be borne by the Vendor.
- IV) Failure to attend to complaints within 15 days will attract penalty as per liquidated damages. The penalty shall be recovered from the Vendor's bills or from the performance security deposit.

22. Indemnity :-

Bidder shall indemnify, protect and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly for

- i. an act or omission of Bidder, its employees, its agents, in the quality of the goods/ services provided under this contract;
- ii. breach of any of the terms of this agreement document or breach of any representation or warranty by Bidder;
- iii. Bidder shall further indemnify the Bank against any loss or damage arising out of loss during delivery of Speed Post/Express Parcel/Business Parcel consignment at all points of time;
- iv. Bidder shall indemnify and undertake to keep the Bank fully saved and indemnified against any loss, action or claim arising out of or in respect to error, misconduct, fraud, misbehaviour or violations of any laws committed by Receiving party or its employees/ agents/ persons employed by third parties;
- v. This indemnification is only a remedy for the Bank. Bidder is not absolved from

its responsibility of complying with the statutory obligations as specified above. Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities;"

23. PAYMENT :-

- I. The Bank will not pay any advance for supply of items required to be manufactured, printed and supplied to the bank. The bills and invoices shall be prepared by the Vendor and submitted to the Bank along with the acknowledgment issued by the branches/ offices. On scrutiny of the bills and after receipt of the finished product from Vendor, payment will be effected for the supply made. Bills for the items supplied should be submitted within 90 days from the date of delivery at this office and Bills received thereafter shall be treated as 'NO CLAIM'.
- II. Printed & supplied items which are not according to the Bank's specifications in all respects shall be summarily rejected and no payments shall be made by the Bank.

24. INSPECTION :-

- a. The Bank reserves the right to modify/ alter/ cancel in full or in part the description/ quality & other terms & conditions of any order. The Bank reserves the right to inspect the manufacturing Unit / Printing Press/ go-down of the Vendor in case of need and verify the invoice, raw materials at the press premises without any prior notice to ensure that quality paper used and to study the process flow.
- b. The Vendor agrees to permit the Bank officials or any other persons engaged for this purpose to have free access to their unit/ go-downs etc., for inspection/ visit etc., and the Vendor shall have no objection for the same and shall co-operate and provide necessary details/ information required by the Bank for such inspection.

25. TERMINATION:-

1. The Bank shall be entitled to terminate the RFP process or any subsequent agreement in furtherance of this RFP at any time by giving Thirty (30) days prior written notice to the bidder without assigning any reason.
2. The Bank shall be entitled to terminate the RFP process or any subsequent agreement in furtherance of this RFP at any time by giving notice if,
 - a. The bidder breaches its obligations under the tender document or the subsequent agreement and if the breach is not cured within 15 days from the date of notice.
 - b. The bidder
 - (i) has a winding up order made against it; or
 - (ii) has a receiver appointed over all or substantial assets; or
 - (iii) is or becomes unable to pay its debts as they become due; or
 - (iv) enters into any arrangement or composition with or for the benefit of its creditors; or
 - (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.In the event of such termination, EMD/ Performance Security Deposit of the bidder shall be forfeited and the bank shall have the right to blacklist the vendor/ deny future participation in tender process.
In no case, any termination compensation will be payable by the bank whatsoever.
3. The bidder shall have right to terminate only in the event of winding up of the Bank.
- 4 The Bank reserves the right for terminate the contract in case of serious discrepancies observed in the services as mentioned in the RFP.

Effect of Termination

1. The bidder agrees that after completion of the Term or upon earlier termination of the assignment, the bidder shall, if required by the Bank, continue to provide facility to the Bank at no less favorable terms than those contained in this tender document. Unless mutually agreed, the rates shall remain firm.
2. The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder.
3. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.
4. The bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
5. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services

Governing Laws & Jurisdiction:

"This RFP and any subsequent agreement in furtherance of this RFP will be governed by and construed in accordance with the laws of India and statutory modifications thereof from time to time. Any or all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts of Malappuram.

26. Force Majeure

"Neither Party will be liable for any delay or failure to perform its obligations, if the delay or failure has resulted from circumstances beyond its reasonable control, including but not limited to, fire, flood, epidemic, pandemic, acts of government, or any other occurrence of this kind listed above, which is not reasonably within the control of the affected party.

Each Party agrees to give to the other immediately a written notice as soon as reasonably possible (within 7 days) on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure.

If the event of force majeure continues for a period of more than 15 consecutive days, then Bank may have the option to terminate this RFP or any subsequent agreement in furtherance of this RFP upon written notice of such termination to the other party."

27. Vendor shall comply with all the statutory obligations of the Government of India/ State Governments and local authorities applicable and the Bank shall not be liable for any action under the statutes applicable due to non-compliance of statutory obligations by the Vendor.
28. In case of any complaint, adverse remark against any the Vendor, the Vendor shall be deleted from the bank's vendor list apart from initiating necessary action that may be

considered necessary by the bank.

29. In case Vendor's close relative(s) is/are associated with Bank and in particular the Stationary Department of the Bank, details such as name, designation etc., should be furnished and informed to the bank in Tender application. Non-disclosure of such information will lead to disqualification if it comes to the notice of the bank at a later date.
30. All updates/ modification/ addition/ deletion of tender's terms and other related information, if any, will be uploaded in the bank's website only from time to time for information/ guidance and compliance of bidders.

31. BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT:-

Successful bidder have to submit a Bank Guarantee amounting to 5% of total contract value as per format given in Annexure-Performa for the Bank Guarantee. The guarantee shall be for a period of 18 months from the date of signing the agreement by the bidder. In case, the contract is renewed by the Bank as per the terms and conditions specified in this RFP, the BIDDER will execute and submit fresh Performance Guarantee for applicable duration.

32. Severability:

- I. If any of the provisions of this RFP may be constructed in more than one way, one of which would render the provision illegal or otherwise voidable or enforceable, such provision shall have the meaning that renders it valid and enforceable.
- II. In the event any court or other government authority shall determine any provisions in this RFP is no amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought and affords the parties the same basic rights and obligations and has the same economic effect as prior to amendment.
- III. In the event that any of the provisions of this RFP shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, then such provision shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make such provisions valid and effective, provided however, that on the revocation, removal or diminution of the law or provisions, as the case may be, by virtue of which such provisions contained in this RFP were limited as provided hereinabove, the original provisions would stand renewed and be effective to their original extent, as if they had not been limited by the law or provisions revoked. Notwithstanding the limitation of this provision by nay law for the time being in force, the Parties undertake to, at all times observe and be bound by the spirit of this RFP.

33. CONTINGENCY ARRANGEMENTS:

The BIDDER should equip himself with necessary stand by facilities in case of any contingency to ensure continuous and uninterrupted service.

34. Payment Terms :-

Bank will verify the invoice raised by the supplier/vendor and release the payment. While making payment, the Bank will deduct TDS and other statutory dues as applicable to comply with the laws of the land. The amount will be credited to the account of the supplier through NEFT/RTGS.

35. Special Condition to the Bidder:

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who. Whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

36. Limitation of Liability

Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Order Value.

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

1. "Misconduct" means any act or omission of a party which is willfully intended to harm the interests of the other party, provided however, that willful misconduct does not include ordinary negligence, an error of judgement or mistake of a person.

2. "Negligence" means an indifference to, and a blatant violation of a legal duty with respect to the rights of the others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.

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

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

It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against bidder.

I / We agree to the above terms and conditions governing the Tender and/or awarding of work contract under this Tender for One years. I/We undertake to comply with the additional terms and conditions that may be stipulated by the bank in the individual work orders to be executed by us from time to time.

Note: All pages of this document should be signed by the authorized signatory of the bidder and the seal of the firm should be affixed on each page

37. The draft of Non Disclosure Agreement, Service Level Agreement, performance Bank Guarantee & Integrity Pact are indicative purpose only. Final draft will be provided at the time of execution of agreement.

Date:

Signature of Tenderer,

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F. NON DISCLOSURE AGREEMENT

This Confidentiality cum Non-disclosure Agreement is entered into at _____ on this day _____ of _____ 2025, between _____ (Insert Name of the Service provider) a company within the meaning of Companies Act, 1956/Companies Act 2013 as applicable, having its Registered Office at _____ (herein after called "Service provider") and **Kerala Gramin Bank** a body corporate constituted under Regional Rural Bank Act of 1976 and as notified by Government of India on 08.07.2013, having its Head Office at KGB Towers, AK Road, Malappuram Kerala - 676505 (hereinafter called 'KGB' or 'Bank').

The Service provider and KGB had discussions and negotiations concerning the establishment during continuance of a business relationship between them as per Agreement dated _____/2025 (hereinafter referred to as 'Agreement'). In the course of such discussions and negotiations, it is anticipated that either party may disclose or deliver to the other party certain of its trade secrets or confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship. The parties have entered into this Agreement, in order to assure the confidentiality of such trade secrets and confidential and proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as the 'Disclosing Party' and will include its affiliates and subsidiaries, the party receiving such Proprietary Information is referred to as the 'Recipient', and will include its affiliates and subsidiaries.

Now this Agreement witnesses the:-

1. Proprietary Information: As used in this Agreement, the term 'Proprietary Information' shall mean all trade secrets or confidential or Proprietary Information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such trade secret or confidential or Proprietary Information is disclosed by the Disclosing Party to the Recipient. Notwithstanding the forgoing, information which is orally or visually disclosed to the recipient by the Disclosing Party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party, within 10 (ten) days after such disclosure, delivers to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.

2. Confidentiality :

a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far as may be required for the proper exercise of the Parties' respective rights under this Agreement.

b) The term 'confidential information' shall include all written or oral information (including information received from third parties that the 'Disclosing Party' is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential information shall also include, without limitation, software programs, technical data, methodologies, know-how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, customer information and business information of the 'Disclosing Party'.

3. Non-Disclosure of Proprietary Information: For the period during the Agreement or its renewal, the Recipient will:

(a) Use such Proprietary Information only for the purpose for which it was disclosed and without prior written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.

(b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its confidential information of similar importance: and

(c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those third party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

4. Limit on Obligations : The obligations of the Recipient specified in clause 3 above shall not apply and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary Information:

a) Is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient,

b) Is in the Recipient's possession at the time of disclosure otherwise than as a result of the Recipient's breach of a legal obligation;

c) Becomes known to the Recipient through disclosure by any other source, other than the Disclosing Party, having the legal right to disclose such Proprietary Information.

d) Is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or

e) Is required to be disclosed by the Recipient to comply with applicable laws or governmental regulation, provided that the recipient provides prior written notice of such disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

5. Return of Documents: The Recipient shall, upon the request of the Disclosing Party, in writing, return to the Disclosing Party all drawings, documents and other tangible manifestations of Proprietary Information received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event it is not inclined to proceed further with the engagement, business discussions and negotiations, or in the event of termination of this Agreement, the Recipient party will promptly return to the other party or with the consent of the other party, destroy the Proprietary Information of the other party. Notwithstanding, the decision of the recipient party returning of documents or termination of agreement, the recipient party will not disclose the confidential information to any third party.

6. Communications: Written communications requesting or transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

M/s _____ (KGB) Attn: _____ Attn:-----7-----

7. Term: The obligation pursuant to Clause 2 and 3 (Confidentiality and Non-Disclosure of Proprietary Information) will survive for One year following the term of the Agreement dated__ .

a).Nothing herein contained shall be construed as a grant by implication, estoppels, or otherwise or a license by either party to the other to make, have made, use or sell any product using Proprietary Information or as a license under any patent, patent application, utility model, copyright or any other industrial or intellectual property right covering same.

8 Damages : The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach, in addition to other remedies, which may be available, the party violating the terms of Agreement shall be liable for the entire loss and damages on account of such disclosure.

Each party agrees to indemnify the other against loss suffered due to breach of contract and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.

The parties hereby sign this Non-Disclosure Agreement at _____ on _____

For Vendor/Agency

Witness

Name of authorized officer

i) Name & Address

Official Seal

ii) Name & Address

For Kerala Gramin Bank

Witness

General Administration Wing

i) Name & Address

ii) Name & Address

Date-

G. CONTRACT AGREEMENT

This Agreement entered into on _____ by and between **Kerala Gramin Bank** a body corporate constituted under Regional Rural Bank Act of 1976 and as notified by Government of India on 08.07.2013, having its Head Office at KGB Towers, AK Road, Malappuram Kerala - 676505 (hereinafter called 'KGB' or 'Bank') which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the administrators, successors, representatives and permitted assigns) on the one part.

AND

_____ Company registered under the----- having its registered office at -----

----- and printing presses at -----

herein after referred as the '**Vendor**' which expression shall unless repugnant to the context or meaning thereof shall include its legal heirs, successors, assigns, executors, liquidators, official assigns etc. of the other part.

Whereas the Bank selects the 'Vendor' for the purpose of supply of Gold Loan Envelops which are used by the bank in the normal course of business.

AND whereas the Bank issues several work orders to the 'Vendor' for getting the Gold Loan Envelops manufactured, printed by the 'Vendor'.

And whereas the Vendor has represented the Bank through their tender dated ----- that it has requisite skill, knowledge, experience expertise, infrastructure and capability to carry out printing of security forms/papers for use of Bank.

And whereas the Bank relying on the above representation and request of the Vendor agreed to appoint M/s. ----- as '**Vendor**' for Manufacture, print & supply of Gold Loan Envelops / Pouches to the Bank on the terms and conditions detailing the respective rights and obligations in connections with Manufacture, print & supply of Gold Loan Envelops / Pouches, into writing.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:

1. The Bank shall issue specific work orders to the 'Vendor' from time to time
2. The Vendor shall arrange for safe custody of the stock of Gold Loan Envelops / Pouches to be supplied to our bank.
3. The Vendor shall maintain adequate record of the consignments supplied to each zone with sequence. In no case there should duplication of sequence number.
4. **Details of Scope of Work :** the scope of work of this RFP includes Manufacturing, printing & supply of Gold Loan Envelops / Pouches across all the zones of Kerala Gramin Bank pan India basis as below:

Sr. No.	Particular	Description
1	Name of the product	Gold Loan Pouch with Void tapes
2	Material of the pouch	Virgin grade LDPE material (tamper proof quality plastic material required)
3	Thickness of pouch	75 Micron
4	No. of openings	4 (3 for audit purpose and 1 tape on top of cover) with 35mm void tape (level 3 security)
5	Dimensions	9" x 7" Outer size, 8" x 6.5" Inner size
6	Serial number	Serial number All covers should have serial number printed on the top side.
7	Required quantity	12 lakh
8	Sealing tape/Sticky material	L3 type Tape with best quality Glue, with cutting edge & printed "void" / "tampered" & "Bank's Name" in the tape & stretch marks on LDPE to be provided so that any tampering if attempted can be easily noticed.
9	Tear off slip	35 mm void tape closure at the top of the envelope & three extra closure of 35 mm red void tape at the back of the envelope for inspection/audit purpose.
10	Barcode & Numbering	Only identical sequence number to be provided on the pouch
11	Printing	Three colour printing

i) **Description of Product** : - Manufacturing, Printing & Supply of Gold Loan Envelops to Kerala Gramin Bank.

ii) **Art Work** :- will be provided by Bank in soft copy.

iii) **Quantity**- The estimated quantity of Gold Loan Envelop is **12 Lakhs**:

The volume mentioned is indicative only, final volume depends upon actual requirement or consumption of the Bank and it is at Bank's discretion.

- iv) **Purchase Order:** the order will be placed by Head Office preferably through GeM Portal mentioning delivery location, delivery schedule and quantity of each type of envelopes through Email.
 - iv) **Delivery Time-** after receipt of Purchase Order by the manufacturer, the delivery should be completed within 30 days from the receipt of delivery details as provided by the Bank thereafter.
 - v) **Packing :** Each type of Envelops should be neatly bundled in multiple of 100. The sequence number of envelopes and tear off flaps should be packed in serial only and no random shuffling should be done. After receipt of order, Gold Loan Envelops should be segregated according to sizes / types and packed in appropriate size corrugated, strong & sturdy boxes. Maximum 5000 envelopes should be packed in one box.
The checklist mentioning name of Office, quantity, QC check, etc. should be packed in the box.
 - vi) **Courier Services :-** preferable through Speed Post or other reputed courier only.
 - vii) **Sample Approval :** After awarding / allotment of tender, the vendor should first provide samples of all types of Gold Loan Envelops / Pouches for the approval purpose to concerned department. If any modification/ alteration is required in the sample provided, it should be incorporated immediately and revised sample to be submitted for approval till the complete satisfaction of Bank. The large scale production and actual supply of Gold Loan Envelops to Bank's branches / Offices should be started only after sample approval
 - viii) **Laboratory testing :-** bank at its discretion may ask the supplier to test the different types of envelopes in Government / Government approved laboratory and test reported should be provided to us. Any discrepancy if found, the entire lot may be rejected by the Bank and the manufacturing cost should be born by supplier.
 - ix) **The specification may change during the tenure of contract without any inflation / modification in cost. The Vendor specifically agrees with the Bank that:**
 - a. The Vendor shall adhere to and observe strict security norms both inside and outside the manufacturing unit from time to time and shall take utmost care of the entire stock in accordance with the practice and procedure followed in connection with such type of activity.
 - b. The wastage shall be destroyed by the Vendor by shredding the discarded packets
5. The Vendor shall ensure that the Envelops / pouches are manufactured, printed properly as per specifications given by the Bank in each specific work order and do contain proper serial numbers and shall be free from any mistakes, duplication of serial numbers etc. and also insure that the envelopes strictly adheres to micron specifications in accordance with the guidelines issued by bank or as and when changes take place and shall arrange for thorough and meticulous checking of the serial numbers and other features before packing of the Envelops / Pouches. The bank may depute officer/s from the Bank for verification of Manufacture, print & supply of Gold Loan Envelops / Pouches at the manufacturing / supply unit any time. Any discrepancy found from the order placed will have to be rectified at the vendors cost without prejudice to any Rights/Claims of the Bank. The cost of such inspection by the Bank official/s shall be borne by the Vendor.
6. **The Vendor shall deposit Performance Security deposit to the tune of 5% of entire contract value** with the Bank as Performance Security Deposit or Performance Bank Guarantee. No interest will be payable on this deposit. Security deposit amount will be

returned to the Vendor on completion of 18 months from the date of supply of final lot of work order. The Bank reserves the right to forfeit the security deposit of the Vendor, if any, in the event of non-compliance of any of the tender terms and conditions.

7. Any shortage reported by the consignee shall be on account of the Vendor and the Vendor shall be liable to make good the said loss to the Bank. The Bank shall be entitled to recover the amount of loss as reported by the consignee from any amount payable by the Bank to the Vendor. In the event of loss or pilferage of the consignment of the vendor during the course of transit or transportation, the Vendor shall also arrange for lodging FIR with the appropriate police authorities concerning the loss of any consignment or part thereof and shall also initiate necessary legal action as may be required or warranted in connection with the loss of consignment or part thereof.
8. The Vendor specifically agrees and undertakes to complete the work within the time stipulated by the Bank in each work order. In the event of failure on the part of the Vendor to complete the printing of the Envelops / Pouches within the time stipulated by the Bank in the specific work order, the Bank shall be at liberty to cancel the entire order or a part thereof at its sole discretion. In case any work order is cancelled by the Bank either in whole or in part, any loss resulted to the vendor shall be borne by the vendor. The Bank may recover such penalty, along with any costs, expenses; charges etc., from the vendor, either by deducting from any payment due to the vendor or by debiting any of the Vendor's accounts maintained with the Bank. Delay in supply of Envelops / Pouches will be viewed seriously and penalty as may be decided by Bank shall be imposed at the discretion of the Bank. However minimum penalty shall be imposed on Vendor as under:

At 0.5% of the order value per week with an upper ceiling of 10% for any delay in supply or supply of defective products.

The decision of the Bank in regard to cancellation of the print order, levy of liquidated damages and forfeiting the performance security deposit shall be final.

In any case the amount of maximum penalty will not be exceeding 10% of the accepted contract sum/order value.

9. The Vendor vouchsafes the Bank that utmost secrecy shall be maintained by the Vendor in respect of the Manufacture, print & supply of Gold Loan Envelops / Pouches undertaken by the Vendor in respect of each work order including the design, artwork, water markings etc. and shall not divulge any details pertaining to the aforesaid matters to any person or party. In the event of any loss occurring to the Bank on account of divulgence of such details in connection with the printing undertaken by the Vendor through the medium of any of the employees or agents of the Vendor, the Bank shall be entitled to recover such loss from the Vendor, the Vendor hereby agrees to indemnify the Bank and hereby keeps the Bank indemnified against any loss which the Bank may sustain on account of divulgence of the details of printed security forms etc.
10. The Vendor shall submit the bills for the executed work orders to the Head Office, Malappuram, along with the receipt of acknowledgement / POD of courier or speed post confirming the delivery of Gold Loan Envelops to designated office / Branch.
11. The Vendor agrees to indemnify the Bank and hereby keeps the Bank indemnified in respect of any loss, damages, costs including the costs incurred by the Bank in recovery of the money through legal process, expenses, charges etc. for the following:

- a. Loss of articles as per work orders and /or during the course of transit after completion of the printing order while dispatch and supply of the same in accordance with the instructions of the Bank to various branches/ offices of the Bank including the loss of Gold Loan envelopes and any consequential loss which may be suffered by the bank on account of theft or pilferage of the items whether printed or not.
 - b. Loss or damage suffered by the Bank on account of failure of the Vendor to execute any specific work order within the time stipulated by the Bank in the work order.
 - c. Loss or damage resulting to the Bank on account of mistakes occurring in printing, binding, numbering and /or any deficiency in the fugitivity of the ink used by the Vendor.
 - d. Loss or damage resulting to the Bank on account of negligence and / or misuse by any of the employees or agents of the Vendor in connection with the security paper printed or otherwise.
 - e. Loss or damage resulting to the Bank on account of Items supplied to Bank as stipulated by the Bank/ RBI/ IBA/ Government/ concerned authority from time to time in respect of each work order issued to the Vendor.
12. The Vendor shall make adequate arrangement for destroying wastage resulting from the printing process under close supervision.
 13. The Vendor will permit the officers of the Bank to be present when the printing of Bank's Job of manufacturing & printing of Gold Loan Envelops / Pouches is undertaken.
 14. The Vendor will comply with any guidelines for security arrangements which may be advised by the Bank/IBA/RBI/ any other concerned authority for the printing of security forms.
 - 15. The amount of loss, damages suffered by the Bank shall be determined by the Bank at its sole discretion and the same shall be final, conclusive and binding upon the Vendor.**
 16. If the Vendor fails to complete the due performance as per this agreement and breaches any of the terms of this agreement the Bank reserves the right to terminate the contract and recover the liquidated damages and necessary amount will be recovered from performance security deposit. Both Penalty and liquidated damages are independent of each other and leviable and applicable separately and concurrently.
 17. SETTLEMENT OF DISPUTES:
 - i. Should any dispute or difference of any kind whatsoever arise between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.
 - ii. If after 30 days the parties fail to resolve their disputes or difference by such mutual consultation, then either the Bank or the Vendor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute. No arbitration in respect of this matter may be commenced unless such notice is given.
 - iii. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be settled in

accordance with the Arbitration and Conciliation Act, 1996 preferably by sole arbitrator.

- iv. Arbitration proceedings shall be held at Bank's office i.e. Head Office that placed the order and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
 - v. The process of arbitration shall be conducted by a sole Arbitrator appointed by the Bank.
 - vi. The cost of Arbitration proceeding will be borne equally by both the parties.
 - vii. During the arbitration, the vendor has to ensure delivery of its services till the finalization of the proceedings.
18. This Agreement will remain in force initially for a period up to One year and may be extended thereafter for another **one year / such further periods as mutually agreed** by the Parties to this Agreement.
19. If the Vendor commits breach of any of the terms of this Agreement or causes unreasonable delay in the performance of his duties under this Agreement, the bank will be entitled to terminate the Agreement by 30 days prior notice to the Vendor and on the expiration of the said period, this Agreement will stand terminated.
- 20. On termination of this Agreement as aforesaid, the Vendor shall return the Manufactured / printed / Non supplied Gold Loan envelopes from OEM / OEM Authorized Dealer to the Bank immediately. Bank's decision in this regard of such a stock about billing/supply/disposal will be final and binding to the Vendor.**
- 21. The OEM / Vendor shall not assign the works / services hereto to any third party and also not modify this Agreement without the prior written consent of the Bank.**
22. All notices to be given under this Agreement shall be made in writing and shall be delivered either (a) by Registered Post (b) by Courier Service or (c) by facsimile (confirmed by registered mail) their respective following addresses unless otherwise altered by written Notice by the parties hereto.

Address of the Bank:

Asst. General Manager,
Kerala Gramin Bank
General Administration wing,
KGB Towers, Up Hill, Malappuram-676505
Phone No.9400999888
E Mail: gawing.kgb@keralagbank.com

Address of the Vendor:

23. All data and information relating to the Manufacture, print & supply of Gold Loan Envelops / Pouches and any other information, details or documents of the Bank which comes to the knowledge of Vendor/s shall be treated as confidential and no unauthorized person shall be

allowed by the Vendor to deal with the same. Vendor shall handover and deliver back to the Bank on conclusion of the assignment all data or information as may be entrusted / assigned, developed or come in Vendor's possession.

24. If any term of this Agreement is found by competent authority to be void, voidable, illegal or otherwise unenforceable, the remaining terms of this Agreement shall remain in full force and effect.

25. This Agreement shall be governed by Indian laws and the courts in Pune alone shall have jurisdiction for any dispute arising out of as in relation to this Agreement.

SIGNED AND DELIVERED by the

Within named Bank, Kerala Gramin Bank

Through Shri/Smt.

It's Authorized Signatory/Constituted Attorney

Date:

In the presence of

1. _____

2. _____

Date:

SIGNED AND DELIVERED by the

Within named Vendor,

Through Shri.

It's Authorized Signatory

Date:

In the presence of

1. _____

2. _____

Date:

(ANNEXURE of the Agreement)

SPECIFIC SERVICE:

Manufacture, print & supply of Gold Loan Envelops / Pouches to our branches / offices based on the orders placed by the Bank from time to time.

1. The Vendor shall , at the written/ e mail request of the Bank, Manufacture, print & supply of Gold Loan Envelops / Pouches
2. The process mentioned above should be completed within **30 days** from the time when request / indent is made to the Vendor by the Bank for Manufacture, print & supply of Gold Loan Envelops / Pouches. The Vendor will strictly adhere to the time line of 45 days for completion of the job. Else bank can issue specific delivery schedule according to zone and types of envelops.
3. The details of the timelines are tabulated below, considering T as the date on which the bank sends the data file to the Vendor:

Sr No.	Activity	Days
1	Dispatch of data to the Vendor by the Bank	T
2	Receipt of the data by Vendor	T
3	Manufacture, print & supply of Gold Loan Envelops / Pouches and hand over to Speed Post / Courier Agency	T + 20
4	Completion of delivery as per work order	T +30

4. In the event of failure on the part of the Vendor to complete the Manufacture, print & supply of Gold Loan Envelops / Pouches within the time stipulated as above, the penalty to be levied as specified in this Agreement on Point No. 11 of page no. 6

H.Pre Contract Integrity Pact
(This has to be submitted in the non-judicial Stamp Paper)

1. GENERAL

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on _____ day of the month 20____, between, Kerala Gramin Bank, a body corporate constituted under Regional Rural Bank act 1976 and as notified by Government of India on 08.07.2013, having its Head office at AK Road, Malappuram, Kerala - 676505, with branches spread over Kerala and abroad (hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri _____,

_____, General Administration Wing, Head Office representing Kerala Gramin Bank, of the BUYER, of the FIRST PART

AND

M/s. _____ represented by Shri _____ Chief Executive Officer/Authorised Signatory (hereinafter called the "BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns), of the SECOND PART

1.2. WHEREAS the BUYER proposes to select as Vendor for **"Supply of Gold Loan Envelops with Bank's Specification to Kerala Gramin Bank"** and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is willing to offer/has offered the stores/services and

1.3. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is a private company/ public company/Government undertaking/ partnership/ LLP/registered export agency/service provider, duly constituted in accordance with the relevant law governing its formation/incorporation/constitution and the BUYER is a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970.

1.4. WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER has clearly understood that the signing of this agreement is an essential pre-requisite for participation in the bidding process in respect of Stores/Equipment/Items/Services proposed to be procured by the BUYER and also understood that this agreement would be effective from the stage of invitation of bids till the complete execution of the agreement and beyond as provided in clause 13 and the breach of this agreement detected or found at any stage of the procurement process shall result into rejection of the bid and cancellation of contract rendering BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER liable for damages and replacement costs incurred by the BUYER.

2. NOW, THEREFORE, the BUYER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER agree to enter into this pre-contract integrity agreement, hereinafter referred to as Integrity Pact, which shall form part and parcel of RFP as also the contract agreement if contracted with BIDDER, in the event that the BIDDER turns out to be successful bidder, and it is intended through this agreement to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

2.1. Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service/Materials at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.2. Enabling BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to refrain from bribing or indulging in any corrupt practices in order to secure the contract, by

providing assurance to them that the BUYER shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the BUYER stays committed to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following: -

- 3.1. The BUYER represents that all officials of the BUYER, connected whether directly or indirectly with the procurement process are duty bound by rules and regulations governing their service terms and conditions not to demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 3.2. The BUYER will, during the pre-contract stage, treat all BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS alike, and will provide to all BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS the same information and will not provide any such information to any particular BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER which could afford an advantage to that particular BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER in comparison to the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS.
- 3.3. The BUYER shall report to the appropriate Government Regulators/Authorities any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach, as and when the same is considered necessary to comply with the law in force in this regard.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER with the full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 4.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward,

favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the BUYER.

- 4.2. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is the original Manufacturer/Integrator/Authorized government sponsored export entity of the stores/Authorised Service Provider having necessary authorizations, intellectual property rights and approvals from the intellectual property right owners of such materials/services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.3. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.4. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.5. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities emanating from other competitors or from anyone else.
- 4.6. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.7. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.8. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

- 5.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Bank, Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 5.2. If the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER makes incorrect statement on this subject, BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can be disqualified from the tender/bid process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

- 6.1.** Every BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER while submitting commercial bid, shall deposit an amount as specified in RFP/Tender Documents as Earnest Money/Security, Deposit, with the BUYER through any of the instruments as detailed in the tender documents.
- 6.2.** The Earnest Money/Security Deposit shall be valid for a period till the complete conclusion of the contractual obligations or for such period as mentioned in RFP/Contract, including warranty period, whichever is later to the complete satisfaction of BUYER.
- 6.3.** In the case of successful BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.4.** No interest shall be payable by the BUYER to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

- 7.1.** Any breach of the provisions herein contained by the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required: -
 - i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. However, the proceedings with the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) would continue.
 - ii. To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.
 - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
 - iv. To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of (Name of the Bank/Financial Institution) while in case of a BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER /CONTRACTOR from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
 - v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.
 - vi. To cancel all or any other contracts with the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.

- vii. To debar the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - viii. To recover all sums paid in violation of this Pact by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.
 - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, the same shall not be opened.
 - x. Forfeiture of The Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
 - xi. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
- 7.2.** The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (xi) of this Pact, also in the event of commission by the BIDDER/ SELLER/CONTRACTOR/SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined In Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 7.3.** The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER/SELLER/ CONTRACTOR shall be final and conclusive on the BIDDER/SELLER /CONTRACTOR. However, the BIDDER/SELLER/ CONTRACTOR/ SERVICE PROVIDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

8. FALL CLAUSE

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems/services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very 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/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.

9. INDEPENDENT EXTERNAL MONITORS

- 9.1.** The BUYER has appointed two Independent External Monitors (hereinafter referred to as Monitors) for this Pact in accordance with the recommendations and guidelines issued by Central Vigilance Commission.
- 9.2.** The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

- 9.3.** The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 9.4.** Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitors shall on receipt of any complaint arising out of tendering process jointly examine such complaint, look into the records while conducting the investigation and submit their joint recommendations and views to the Management and Chief Executive of the BUYER. The MONITORS may also send their report directly to the CVO and the commission, in case of suspicion of serious irregularities.
- 9.5.** As soon as any event or incident of violation of this Pact is noticed by Monitors, or Monitors have reason to believe, a violation of this Pact, they will so inform the Management of the BUYER.
- 9.6.** The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project /Procurement documentation of the BUYER including that provided by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which the RFP/Tender is being /has been submitted by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractors () with confidentiality.
- 9.7.** The BUYER will provide to the Monitors 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 parties. The parties may offer to the Monitors the option to participate in such meetings.
- 9.8.** The Monitors will submit a written report to the BUYER at the earliest from the date of reference or intimation to him by the BUYER/BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and submit proposals for correcting problematic situations.

10. FACILITATION OF INVESTIGATION

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

11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law and the place of jurisdiction is Bangalore.

12. OTHER LEGAL ACTIONS

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

13. VALIDITY

- 13.1.** The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or such longer period as mentioned in RFP/Contract or the complete execution of the contract to the satisfaction of the BUYER whichever is later. In case

BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at on.....

BUYER BIDDER

Name of the Officer

Designation

Name of Wing

Canara Bank

CHIEF EXECUTIVE OFFICER/AUTHORISED SIGNATORY

Witness

1)

2)

Witness

1)

2)

Annexure-I**QUERIES RELATED TO RFP**

		Request for proposal for “Tender for the supply of Gold Loan Envelops with Bank’s Specification to Kerala Gramin Bank, Head Office, Malappuram”			
VENDOR’S NAME					
Sr No	Page #	Point / Section #	Main Section name	Clarification point as stated in tender document	Comment / Suggestions

(The above queries can be submitted by email prior to Pre-bid meeting date)

Only one Authorized representatives of the bidder will be allowed to attend the Pre-Bid meeting and during the tender opening process.

Annexure -II

FORMAT OF UNDERTAKING, TO BE FURNISHED IN COMPANY LETTER HEAD WITH REGARD TO BLACKLISTING/NON-DEBARMENT, BY ORGANIZATION

UNDERTAKING REGARDING BLACKLISTING/ NON-DEBRMENT

To,
Assistant General Manager,
General Administration Wing,
Kerala Gramin Bank ,
Head Office, Up Hill,
Malappuram - 676505

We here by confirm and declare that we, M/s ----- is not blacklisted/De-registered/debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have executed/undertaken the works/services during the last three years.

For -----

Authorized Signatory
Date:

Annexure-III

BANK GUARANTEE- PAYMENT OF PERFORMANCE SECURITY DEPOSIT

(To be submitted on Non-Judicial stamp paper of appropriate value Purchased in the name of the issuing Bank)

WHEREAS (Name and address of M/s XXXX Ltd (hereinafter referred to as "the CONTRACTOR") has undertaken to supply, transportation, transit insurance, local delivery and insurance up to Acceptance by the bank, Acceptance testing and also includes documentation, warranty related to **Supply of Gold Loan Envelops/ Pouches** as per their bid dated _____ with you (hereinafter referred to as "the BID")

AND WHEREAS in terms of the Conditions as stipulated in the Bid, the CONTRACTOR is required to furnish, a Performance Guarantee by way of Bank Guarantee, issued by a Scheduled Bank in India, in your favour, of the Tender Document with respect to **GEM/2025/B/6557791 dt. 11.08.2025**, to secure due and satisfactory compliance of the obligations by the CONTRACTOR on their part, in accordance with the Bid, (which guarantee is hereinafter called as "the PERFORMANCE GUARANTEE")

AND WHEREAS the CONTRACTOR has approached us, (Name of the issuing Bank) for providing the PERFORMANCE GUARANTEE,

AND WHEREAS in consideration of the fact that the CONTRACTOR is our valued constituent and the fact that he is willing to enter into the CONTRACT with you, WE (Name of the Bank) having our Registered Office at, _____ and local office at _____, India have agreed to issue the PERFORMANCE GUARANTEE,

THEREFORE WE (Name of the issuing Bank) through our local office at _____ India furnish you the PERFORMANCE GUARANTEE in manner hereinafter contained and agree with you as follows:

We (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs. _____ (Rupees _____ only) an amount equivalent to 5% of

the Contract Price against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the CONTRACTOR of any of the terms and conditions contained in the Bid and in the event of the CONTRACTOR default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the BID/CONTRACT or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs. _____ (Rupees _____

only) may be claimed by you on account of breach on the part of the CONTRACTOR of their obligations in terms of the BID/CONTRACT.

Notwithstanding anything to the contrary we agree that your decision as to whether the CONTRACTOR has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.

This Performance Guarantee shall continue and hold good until it is released by you on the application by the CONTRACTOR after expiry of the relative guarantee period of the Contract and after the CONTRACTOR had discharged all his obligations under the Contract and produced a certificate of due completion of the work under the Contract and submitted a "No Demand Certificate" provided always that the guarantee shall in no event remain in force after _____ (date) _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of three months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

Should it be necessary to extend Performance Guarantee on account of any reason whatsoever, we undertake to extend the period of Performance Guarantee on your request under intimation to the CONTRACTOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.

You will have the fullest liberty without affecting Performance Guarantee from time to time to vary any of the terms and conditions of the Contract or extend the time of performance of the Contract or to postpone any time or from time to time any of your rights or powers against the CONTRACTOR and either to enforce or forbear to enforce any of the terms and conditions of the Contract and we shall not be released from our liability under Performance Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the CONTRACTOR or any other forbearance, act, or omission on your part or any indulgence by you to the CONTRACTOR or by any variation or modification of the Contract or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. _____ (Rupees _____ only) as aforesaid or extend the period of the guarantee beyond ____ (date) ____ unless expressly agreed to by us in writing.

The Performance Guarantee shall not in any way be affected by your taking or giving up any securities from the CONTRACTOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the CONTRACTOR.

In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the CONTRACTOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Performance Guarantee.

Subject to the maximum limit of our liability as aforesaid, Performance Guarantee will cover all your claim or claims against the CONTRACTOR from time to time arising out of or in relation to the Contract and in respect of which your claim in writing is lodged on us before expiry of three months from the date of expiry of Performance Guarantee.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post it shall be deemed to have been given when the same has been posted.

The Performance Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing uncanceled and that Performance Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

The Performance Guarantee shall not be affected by any change in the constitution of the CONTRACTOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will endure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

The Performance Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the CONTRACTOR.

Notwithstanding anything contained herein

i Our liability under this guarantee shall not exceed Rs. _____ (Rupees _____ only)

i ii. This guarantee shall be valid upto _____ and ;

i We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand at _____ on or before _____ (mention period of the guarantee as found under clause ii. above plus claim period).

We have the power to issue Performance Guarantee in your favour by statute and the undersigned has full power to execute Performance Guarantee under the Power of Attorney given to him by the Bank.

Dated this _____ day of _____ 2025.

For and on behalf of

_____ BRANCH MANAGER SEAL ADDRESS PLACE

This Bank guarantee should be confirmed through SFMS by the issuing Bank and the details are as follows

Name of the Bank: Kerala Gramin Bank

Name of the Branch: Head Office

IFSC Code: KLGB0040101

ANNEXURE-IV

Bid Securing Declaration Form

GeM Bid No.GEM/2025/B/6557791

Dated : 11/08/2025

To,
Assistant General Manager,
General Administration Wing
Kerala Gramin Bank,
Head Office,KGB Towers,
Up Hill, Malappuram- 676505

I/We. The undersigned, declare that: I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, in case I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder) Dated on _____ day of _____(insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

PRICE BID VOL-II

PRICE BID

GeM Bid No. GEM/2025/B/6557791

Dated : 11/08/2025

- Price Bid to be uploaded in Commercial Bid / Financial Bid on GEM PORTAL only.
- The price should not be disclosed in Technical Bid which is uploaded on GeM portal, otherwise the bid will be rejected.
- The below format of price bid is for illustration purpose. Actual bid should resemble to GeM format.

Sr. No.	Type of Envelop	Quantity	Unit Rate (Rs)	Amount (Rs)	GST @ ____%	Total Amount (Rs)
1	Type A	12.00 Lakh				
TOTAL		12.00 Lakh				