



PH: 05192-220109, FAX: 05192-221463 E Mail [www.augb\\_ho@rediffmail.com](mailto:www.augb_ho@rediffmail.com)

ENQUIRY NO: 03:2014 DT: 16.09.2014.

**PART-A -NOTICE INVITING OFFERS- FOR PRINTING AND SUPPLY OF DIARIES  
FOR THE YEAR 2015**

Sealed offers are invited from the manufacturers for Printing & supply of Diaries for the year 2015 on TOTAL COST BASIS inclusive of all TAXES, CESS, DUTIES (i.e., Central / State Local Taxes, like VAT, CST, Excise, Entry Tax, Octroi, Service Tax etc.) and Insurance, to be supplied to ALL OUR

10 Regional offices spread across the Uttar Pradesh and to HEAD OFFICE ,BANDA . FREIGHT AND FORWARDING CHARGES will be borne by printer.

Important details are given below :

**1. Eligibility:**

The manufacturers have to meet the following eligibility criteria:

- i) Should have been in the line for 5 years.
- ii) Should have fully in-house automated process, right from printing, cutting, stitching and hard case binding on Automatic Binding Machine.
- iii) Should have a minimum turnover of Rs. 2.00 Crore.
- iv) Should have executed a single Bulk Order of minimum 10,000 Diaries.
- v) Should have reputed Companies and Banks in their list of clientele.

The manufacturers who submit their offers will have to provide corporate profiles, credentials and also references from the buyers for whom the bulk supplies have been effected by them.

**2. Item Required: Office Diaries, Executive Diaries.**

**3. Quantity: To be supplied to below mentioned destination as per the items mentioned above.**

SL.No	ITEM	LOCATION	ADDRESS	QUANTITY
1	Office Diaries	Head Office and all our 10 Regional Office	List Enclosed	<b>4,425</b>
2	Executive Diaries	Head Office and all our 10 Regional Office	List Enclosed	<b>3,375</b>



**4.RATES:** Quote your rates in the format enclosed. Please CONFINE your rate to Rupee and Paise only (Only 2-decimals). Quotations with rates in more than 2- decimals in paisa will be rejected. Rates are to be quoted inclusive of all taxes, entry tax, excise duty, octroi, state/central sales tax, other cess, Insurance etc, inclusive of Freight and Forwarding Charges. The item value along with CST/VAT/other taxes, etc should be claimed in the invoice. Sales tax registration/TIN/VAT Number should be specified in the quotation/DC/Bills.

Rates once quoted will be final. .

No-price increase on account of changes in tax structure shall be permitted.

From the date of placing the order till the delivery of the items, if any changes are brought in the tax structure by the Government resulting in reduction of the cost of the systems, the benefit arising out of such reduction shall be passed on to the Bank.

**Nature of Bid:** Two bid system by super scribing on the cover as "Quotation for Supply of Diaries & Planners for 2014" .The above sealed cover shall be addressed to

The General Manager,  
Allahabd UP Gramin Bank,  
Head Office  
D.M.Colony,Civil Lines, Banda – 210 001.

The manufacturers have to submit their tender along with the samples of the Office Diary /Executive Diary as the case may be, or for all the two categories specified in Annexure, in one sealed cover. The Price Bid has to be submitted in another sealed cover superscribed as "Price Bid". The said two covers should be put in a larger cover superscribed as "Bid for Supply of Diaries / Planners" as the case may be.

After opening the tenders, the Bank will screen the offers submitted by the manufacturers who satisfy the eligibility criteria and shortlist the qualified manufacturers.

The Bank shall not allow/permit changes in the Quotation specifications once it is submitted.



The Bank will scrutinize the offers received, to determine whether they are complete and as per bid requirement, whether Quotation documentation as asked for and required to evaluate the offer has been submitted, whether the documents have been properly signed and whether items are offered as per the bid requirements. Offers not meeting the qualification criteria will be rejected.

The samples of such short listed manufacturers only will be considered by the Bank for evaluation. The bids of such manufacturers *whose sample/s is/are approved only will be considered by the Bank for opening of the price bid.*

The costs incurred by the applicant in making this offer, in preparing the sample Diary or in any of the process of this tender will not be reimbursed by the Bank.

The manufacturer who has quoted the least rate (L1) in price bid, in each category, will be awarded the contract provided the Bank is satisfied with the quality of Diaries / Planners. The supply of Diaries & Planners will be subject to the terms and conditions laid down by the Bank.

The successful bidder/s will be required to provide a sum of **10% of the value of the order as Security Deposit**, by way of Fixed Deposit with Us or a DD/Bank Guarantee of a Scheduled Commercial Bank in prescribed format in lieu of Deposit within 10 days of receipt of our confirmation as to acceptance of rates/calling for security deposit. Firm orders will be placed on receipt of Security Deposit/Bank DD/Guarantee. EMD earlier deposited will be converted as security deposit and balance security has to be provided by the supplier. EMD/Security Deposit of successful bidders would be returned within 60 days of successful completion of the entire order upon their request for refund in writing.

**NO INTEREST IS PAYABLE ON EITHER EMD AMOUNT OR SECURITY DEPOSIT FURNISHED/TO BE FURNISHED.**

**5. Earnest Money Deposit & Security Deposit: For Diaries ₹.25,000/- (Twenty Five thousand only) by DD on Banda favouring "Allahabad UP Gramin Bank" from any scheduled commercial bank. Bids without EMD will be rejected. There is no exemption for any category of suppliers like SSI/SME etc., from submission of EMD.**



If the successful bidder fails to accept the order placed as per the terms & conditions of this enquiry and / or fails to provide the balance security deposit, within the stipulated time, E M D will be forfeited. In case of successful bidder, upon acceptance of the order by him, the EMD will be treated as part of security Deposit and balance security deposit is to be provided by the bidder. In case of unsuccessful bidders, the EMD will be returned.

- o Commercial Version of Bill of Materials/ Proforma Invoice and Price Schedule. This must contain all Price information, including the cost of accessories if any.

**6. Supply schedule/Destination/Validity:** The Bank will provide the matter to be printed and the supplier shall submit the proof/sample Diary/Planner for approval within 7 days of awarding the contract. After our approval, the printer shall print and complete the supply of the entire quantity of the order placed within 25 days from the date of approval of the proof or on or before 15.12.2014 whichever is earlier to all our 10 Regional Offices, spread out all over Uttar Pradesh and to our Head Office at Banda.

Printing and delivery of the goods shall be strictly within the stipulated deadline.

For delivery of the goods, the Bank will provide a list of addresses of all 10 Regional Offices and the quantity of Diaries to be dispatched to each of these addresses including Head Office.

Sales tax registration/TIN/VAT Number should be specified in your quotation/DC/Bills.

7. Your offer should be valid for a period of 60 days from the date of order and once an order is placed within that period, the rates are to be applicable until execution of the order by you or its completion irrespective of the time schedule prescribed for it/extension given (if any). Sales tax registration/TIN/VAT Number should be specified in your quotation/DC/Bills.

## 8. SUBMISSION DATES:

**LAST DATE FOR RECEIPT OF OFFERS – 15.10.2014 BEFORE 2.00 PM**  
**DATE OF OPENING OF OFFERS – 16.10.2014 AFTER 3.00 PM**





**9. Enclosures in the bid:** The bid should be made in an organized, structured and neat manner. Brochures / leaflets etc. should not be submitted in loose form. The suggested format for submission of QUOTATION Offer for this Enquiry is as follows:-

- o Vendor's Covering letter as per Annexure B.
- o Delivery schedule.
- o Any other details.
- o Earnest Money Deposit (EMD) – **For Diaries - ₹.25,000/-**  
(Rupees Twenty Five Thousand Only)

Please note the instructions and our terms & conditions before quoting your rates in the price bid.

**GENERAL MANAGER**

## PART - B SPECIFICATIONS

(RIGHT HAND PORTION OF THE TECHNICAL QUESTIONNAIRE TO BE FILLED BY THE TENDERER)

**ITEM TO BE SUPPLIED:** BANK intends to procure Office Diaries and Executive Diaries. Paper to be used is as under (the same has to meet the quality parameters / specifications as per BIS code - Without any negative tolerance in respective of GSM of the paper).

Please fill in the details in the below table against each requirement. The tenderer shall furnish all the relevant details. If the space provided is inadequate, the details can be furnished by way of annexures, enclosing catalogues, product profiles etc., giving due references therein.

### (1) Office Diaries:

PARTICULARS	SPECIFICATIONS	SPECIFICATIONS OFFERED BY THE TENDERER
NAME	OFFICE DIARIES 2015	
Process	Offset <b>(Please Confirm)</b>	
Size	14.5 x 22.0 cm Overall Size 15 x 22.5 cm <b>(Please Confirm)</b>	
Format	One day a page with Saturday & Sunday clubbed with Action Planner before every Month with Die cutting	
Binding Specifications	Hard Case Binding on Automatic Binding Machine. The complete Diary has to be section stitched with 4 stitches (in 4 No. Automatic Book Sewing Machine) along with Art Paper insertions. Flyleaf in the beginning made of 130 GSM Cinarmass Art Paper, 4 colour printed. Back Flyleaf made of 120 GSM Maplitho paper. <b>(Please Confirm)</b>	
Paper	80 GSM SS Maplitho / of "A" grade paper mill	
Pages	20 Sheets (40 Pages) for Bank Profile and one page for each day + 6 sheets (12 pages) Cinarmass Art Paper 100 GSM back to back 4 colour Printing Insertion <b>(Please Confirm)</b>	

Front Inside Page	130 GSM Art Paper to be printed with Artwork <b>(Please Confirm)</b>	
End Paper	120 GSM Maplitho <b>(Please Confirm)</b>	
Tipping	Art Paper 100 GSM 12 Pages <b>(Please Confirm)</b>	
Cover Material	Imported Synthetic (Coated) Cover Material – leather Structure <b>(Please Confirm)</b>	
Boards	Hard Board binding (32 ounce white board) <b>Please Confirm)</b>	
Foiling	Name, Logo & Year-on the cover-Gold Foiling with Logo blind embossing in the centre. (Please Confirm)	
Number of copies	4425 (Please Confirm)	
Other Specifications	One blank page at the beginning of each month as a planner(Please Confirm)	
Proof	Sample within 7 days (Please Confirm)	
<b>PACKING</b>	Each diary will be packed in a card board box (as per specimen) with Bank's name printed on the top in one colour (Blue). Further packs of 50 diaries will be kept in a corrugated card board box with at least 4 ply.	

## 2) EXECUTIVE DIARIES:

PARTICULARS	SPECIFICATIONS	SPECIFICATIONS OFFERED BY THE TENDERER
NAME	EXECUTIVE DIARIES 2014	
Process	Offset <b>(Please Confirm)</b>	
Size	17.5 cm x 25.0 cm Overall Size : 18 cm x 25.5 cm <b>(Please Confirm)</b>	
Format	One day a page with Action Planner before every Month with die cutting <b>(Please Confirm)</b>	

Binding Specifications	Hard Case Binding on Kolbos Automatic Binding Machine. The complete Diary has to be section stitched with 4 stitches (in 4 No. Automatic Book Sewing Machine) along with Art Paper insertions. Flyleaf in the beginning made of 130 GSM Cinarmass Art Paper, 4 colour printed. Back Flyleaf made of 120 GSM Maplitho paper. <b>(Please Confirm)</b>	
Paper	80 GSM SS Maplitho /of "A" grade paper mill <b>(Please Confirm)</b>	
Pages	20 Sheets (40 Pages) for Bank Profile and one page for each day + 6 sheets (12 pages) Cinarmass Art Paper 100 GSM back to back 4 colour Printing Insertion <b>(Please Confirm)</b>	
Front Inside Page	130 GSM Art Paper to be printed with Artwork <b>(Please Confirm)</b>	
End Paper	120 GSM Maplitho <b>(Please Confirm)</b>	
Tipping	Art Paper 100 GSM 12 Pages <b>(Please Confirm)</b>	
Cover Material	Imported Synthetic (Coated) Cover Material - leather Structure	
Boards	Imported Kappa Board with Thickness 1.75 mm.	
Foiling	Name, Logo & Year-on the cover-Gold Foiling with Logo blind embossing in the	
Number of copies	3,375 <b>(Please Confirm)</b>	
Other Specifications	One blank page at the beginning of each month as a planner	
Proof	Sample within 7 days <b>(Please Confirm)</b>	
PACKING	Each diary will be packed in a card board box (as per specimen) with Bank's name printed on the top in one colour (Blue). Further packs of 50 diaries will be kept in a corrugated card board box with at least 4 ply.	



**OTHER CONDITIONS COMMON TO ALL ITEMS :**

<b>DESCRIPTION</b>	<b>BANK'S SPECIFICATIONS</b>	<b>CONFIRMATION BY THE TENDERER</b>
<b>APPROVAL &amp; SAMPLES</b>	<p>Proof has to be submitted within seven days from the date of order from the Bank and got approved before final printing.</p> <p>Bulk production to be taken up only after approval of the samples. The quality of the Diaries should be exactly as per approved samples. Any deviation in quality of the Diaries renders the stock liable for rejection.</p>	
<b>SUPPLY</b>	<p>The entire printing and dispatch will have to be completed within 45 days from the date of approval of the proof/supply of paper or on or before 15.12.2014 whichever is earlier. The supply is to be made to the 10 ROs of the Bank across the UP and to the Bank's Head Office at Banda.</p> <p><b>Please Confirm.</b></p>	
<b>RATE</b>	<p>Please quote your rate inclusive of all TAXES, CESS, DUTIES (i.e., Central / State Local Taxes, like VAT, CST, Excise, Entry Tax, Octroi, Service Tax etc.) and insurance, (excluding freight and forwarding charges). Please round off the rate to nearest paise. DO NOT QUOTE MORE THAN TWO DECIMALS.</p>	
<b>EMD</b>	<p><b>For Diaries . ₹.25,000/-</b> (Rupees Twenty Five Thousand Only) .Quotations without EMD are liable to be rejected. (DD OF Scheduled Commercial BANK ONLY SHOULD ACCOMPANY YOUR QUOTATION. QUOTATIONS WITH OUT EMD WILL BE REJECTED).</p> <p>Please Confirm.</p>	

<p><b>PAYMENT</b></p>	<p><b>PAYMENT WILL BE MADE BY US, UPON YOUR SUBMITTING THE BILL &amp; DELIVERY CHALLAN TO THE ABOVE ADDRESS.</b></p> <p>The supplier has to certify each Bill / Invoice under the signature of the authorised person</p> <p>Please Confirm.</p>	
<p><b>DESCRIPTION</b></p>	<p><b>BANK'S SPECIFICATIONS</b></p>	<p><b>CONFIRMATION BY THE TENDERER</b></p>
<p><b>PENALTY/ LIQUIDATED DAMAGES</b></p>	<p>Penalty/Liquidated damages will be charged for delayed supplies as under :-</p> <ul style="list-style-type: none"> <li>(a) Delay upto 5 days -2% (Two percent of the amount of the delayed quantity)</li> <li>(b) 6 to 10 days -3% (Three percent of the amount of the delayed quantity)</li> <li>(c) 11 to 15 days -5% (Five percent of the amount of the delayed quantity)</li> </ul> <p>The printing/supply of diaries shall be subject to the terms and conditions prescribed/to be prescribed by the Bank and the Bank shall be at liberty to encash/invoke the Bank Guarantee, in addition to adjusting the Caution Money Deposit, in the event of failure to comply with the terms and conditions set out in this Notice.</p> <p>The Bank reserves the right to accept or reject the quotations submitted depending upon the capacity of the Printers. The Bank also reserves the right to cancel the order at any point of time for the delay in printing or for the non-compliance of terms and conditions stipulated by the Bank. No dispute or negotiation shall be entertained in this regard and the decision of the Bank shall be final and binding on all parties.</p> <p><b>Please Confirm.</b></p>	

**Note 1:** It may be noted that the specifications detailed above are only illustrative and not exhaustive. The tenderer shall furnish the full details of the item offered with all the details including additional features over & above the

minimum specified by Bank.

**Note 2:** Further the quantities indicated are rough assessment of Bank's requirement and Bank shall have the option to purchase (+) or (-) 10% of the quantity specified in this bid at the same price and on the same bid conditions.

## **PART - C : General Conditions of Contract.**

### **1. Earnest Money Deposit & SECURITY**

#### **DEPOSIT:**

- The Quotation offer shall be accompanied by Earnest Money Deposit - For Diaries - Rs. 25,000/- (Rupees Twenty Five Thousand Only), by way of demand draft in favour of ALLAHABAD UP GRAMIN BANK payable at Banda.
- EMD of the supplier whose bid is accepted will be converted into Security Deposit.
- In case of vendors who are unsuccessful, DD for EMD amount shall be returned immediately on finalizing the L1 printer.
- The EMD shall not earn any interest till it refunded.

**2. SECURITY DEPOSIT:** The supplier is required to provide a sum of 10% of the value of the order as Security Deposit, by way of Fixed Deposit with Allahabad UP Gramin Bank or a DD/Bank Guarantee of a Scheduled Commercial Bank in prescribed format in lieu of Deposit within 10 days of receipt of our confirmation as to acceptance of rates/calling for security deposit. Firm orders will be placed on receipt of Security Deposit/Bank DD/Guarantee. EMD earlier deposited will be converted as security deposit and balance security has to be provided by the supplier. EMD/Security Deposit of successful bidders would be returned within 60 days of successful completion of the entire order upon their request for refund in writing. NO INTEREST IS PAYABLE ON EITHER EMD AMOUNT OR SECURITY DEPOSIT FURNISHED/TO BE FURNISHED.

### **3. Supply Schedule, Destination and Agreement:**

#### **(a) Office Diaries (4425Copies)**

#### **(b) Executive Diaries (3775 Copies)**

- Failure to supply wholly or partly, as per terms of our order, non performance or non supply in time or supplying the materials which do not conform to the specification/quality prescribed or defective, will entail enforcement of one or more of the following:-

A. Cancellation of the order in part or full and forfeiture of EMD/Security Deposit in part or full.

- B. Recovery of extra cost, if any, incurred by the Bank in securing the materials from other sources, due to the defect/delay in execution over stipulated time or otherwise, by adjusting the EMD/Security Deposit besides the Bank reserves rights to claim balance cost/damages.
- C. Rejection of the entire stock/ to the extent of defective stock.

**AGREEMENT:** The successful tenderer shall sign an **agreement within 7 days from date of "acceptance of the tender"** by the Bank in the prescribed form (Format enclosed) on a non judicial stamp paper. All legal expenses, incidental thereto shall be borne by the successful bidder. If the successful bidder / tenderer fail to sign the agreement within the stipulated time , Bank reserves the right to cancel the "supply order" and forfeit the Earnest money deposit submitted by the supplier.

**4. RATES:** The tenderers/vendors should quote in figures as well as in words the rate, and amount tendered by them.

Rates: Special care should be taken to write the rates in figures as well as in words, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the symbol ``.' should be written before the figure of rupees and in case of words, the word `Rupees' should precede the amount and the word `Paisa' should be written at the end (up to 2-Decimals only), unless the rate is in whole rupees and followed by the words `only'.

While quoting the rate (schedule of quantities) the word `only' should be written closely following the amount and it should not be written in the next line. However, if a discrepancy is found:

- i). the rates which correspond with the amount worked out by the tenderer shall unless otherwise proved be taken as correct. (OR)
- ii). if the amount of an item is not worked out by the tenderer or it does not correspond with the rates written either in figures or in words then the rate quoted by the tenderer in words shall be taken as correct. (OR)
- iii). where the rates quoted by the tenderer in figures and in words tally but the amount is not worked out correctly, the rates quoted by the tenderer will unless otherwise proved be taken as correct and not the amount.

Tender shall be submitted on prescribed Form only. All rates shall be quoted on the proper form of the tender alone. Quoted rates and units different from those prescribed in the tender schedule will be liable for rejection.

## **5. VALIDITY & ACCEPTANCE OF OFFERS:**

- Offers should be valid for 60 (Sixty) days from the date of order and once an order is placed within that period, the rates are to be applicable until the execution of the order by you or its completion irrespective of the time schedule prescribed for it/extension given (if any). Sales tax registration/TIN/VAT Number should be specified in your quotation/DC/Bills.
- The Acceptance of the offers will rest with the Bank which does not bind itself to accept the lowest offer, and reserves to itself the authority to reject any or all of the offers received and cancel the entire tender process without assigning any reason.
- Offers in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
- The Bank reserves the right to accept the offer in full or in part and the offerer shall have no claim for revision of rates/other conditions if his offer is accepted in part.
- Offers with any conditions overriding our Terms & Conditions are liable for rejection.
- This bid document is not transferable. Only the party, to whom it is issued, is entitled to submit the offer to the Bank.
- The proposal and all supporting documentation submitted by the vendor shall become the property of the Bank.
- No offer can be modified or withdrawn by a vendor after submission of Offers.

**6. Preliminary Scrutiny:** The Bank will scrutinize the offers received to determine whether they are complete and as per bid requirement, whether Quotation documentation as asked for and required to evaluate the offer has been submitted, whether the documents have been properly signed and whether items are offered as per the bid requirements. Offers not meeting the qualification criteria will be rejected.

**7. Clarification of Offers:** To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all vendors for clarifications on the offer made by them. The request for such clarifications and the vendor response will necessarily be in writing and it should be submitted within the time stipulated by the Bank.

**8. No Commitment to Accept Lowest or Any Offer:** The Bank reserves its right to reject any or all the offers including incomplete offers without assigning any reason thereof whatsoever. The Bank will not be obliged to meet and have discussions with any vendor and / or to entertain any representations in this regard.



**9. Submission of Quotation Details:** *The Offer may not be evaluated and may be rejected by the Bank* in case of non-adherence to the format or partial submission of information as per the format given in the offer.

***If any part of the Quotation specification offered by the vendor is different from the asked specifications in our bid, the vendor has to substantiate the same in detail the reason of their quoting a different specification than asked for, like higher version or non availability of the specifications sought by Bank, invariably to process the quote.***

The Bank shall not allow/permit changes in the Quotation specifications once it is submitted.

**10. Delivery / Penalty / Liquidated damages:** The entire printing and dispatch will have to be completed within 45 days from the date of approval of the proof or on or before 15.12.2014 whichever is earlier.

Failure to supply whether wholly or partly as per terms of our order or non – performance or non-supply in time or supplying the materials which do not conform to the specification/quality prescribed or which are found defective in any other way from the samples approved or stipulated by Bank will entail enforcement of one or more of the following:

- i) Cancellation of the order in part or full.
- ii) Forfeiture of the security deposit in whole or part.
- iii) Recovery of extra cost if any incurred by the Bank in securing the material etc. from other source due to the defect/delay in Execution over the stipulated time or otherwise.
- iv) Rejection of the entire stock/the extent of defective stock.

**11. Penalty / Liquidated damages will be charged for delayed supplies as under:-**

- a)** Delay upto 5 days -2% (Two percent of the amount of the delayed quantity)
- b)** 6 to 10 days -3% (Three percent of the amount of the delayed quantity)
- c)** 11 to 15 days -5% (Five percent of the amount of the delayed quantity)

The entire printing and dispatch will have to be completed within 45 days from the date of approval of the proof or on or before 15.12.2014 whichever is earlier. **If supplies are delayed, orders are liable to be cancelled.**

- Penalty/liquidated damages will be collected separately for each location on the value of all items to be delivered at that location.
- Where part supplies are made, the delivery should be deemed to be completed only after all the items as per the purchase order are delivered to that location. In such case, delivery date will be the date of delivery of the last item delivered to that particular location.

**12. Pricing & Payments:** The Price offered to the Bank must be in Indian Rupees inclusive of Duties/Insurance/and all taxes CST / LST / VAT/ Octroi /Entry Tax Etc. and exclusive of Freight and Forwarding Charges. No-price increase on account of changes in tax structure shall be permitted. **Please note that no extra charge / tax will be paid for the said location where road permit is required. Bank will not arrange for Road permit.**

From the date of placing the order till the delivery of the items, if any changes are brought in the tax structure by the Government resulting in reduction of the cost of the systems, the benefit arising out of such reduction shall be passed on to the Bank.

**No advance payment will be considered. The item value along with CST/VAT/other taxes/freight etc should be claimed in the invoice.**

**13. Order Cancellation:** The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons in the event of one or more of the following conditions:

1. Delay in delivery beyond the specified period for delivery.
2. Serious discrepancies noted in the items delivered.
3. Breaches in the terms and conditions of the Order.

In addition to the cancellation of purchase order, the Bank reserves the right to forfeit/ appropriate Security deposit given by the supplier towards the damages.

**14. Indemnity:** The vendor shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the items supplied by him.

**15. Publicity:** Any publicity by the vendor in which the name of the Bank is to be used shall be done only with the explicit written permission of the Bank.

**16. Force Majeure:** The vendor shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the vendor, i.e. Force Majeure.

For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the vendor, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the vendor, resulting in such a situation.

In the event of any such intervening Force Majeure, the Vendor shall notify the Bank in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the Vendor shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

**17. Resolution of Disputes:** All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably.

In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days notice in writing to the other party clearly setting out their in the specific disputes. IN the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators; one to be nominated by each party and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration.

Disputes, if any, shall be subject to the jurisdiction of the courts at Banda.

**18. Shredding Method:** Waste sheets of Stationery with Bank's name & logo shall not be disposed off or sold in the Market as it is. Instead the same shall be duly shred and then disposed off. Any violation of this term shall be treated as Violation of Principal Terms of Contract and the Bank is entitled to claim damages.

**Accepted all the terms & conditions**

**Supplier**

## **APPENDIX- I TO GENERAL CONDITIONS OF CONTRACT**

- 1 Period of Completion for Supply : The entire printing and dispatch will have to be completed within 45 days from the date of approval of the proof or on or before 15.12.2014 whichever is earlier.
- 2 Liquidated Damages/ Penalty for Delayed Supply : As detailed in clause 11
- 3 Value of Interim bill : NOT APPLICABLE
- 4 Period of honoring interim bill for the accepted quantity : NOT APPLICABLE
- 5 Period of honoring Final bill : 60 (SIXTY DAYS) from the date of delivery.

**SIGNATURE OF TENDERER WITH SEAL.**

## APPENDIX-2: SUPPLY / CONTRACT AGREEMENT FORMAT

This supply agreement made on this \_\_\_\_\_ day of the month of \_\_\_\_ in the year Two Thousand Twelve (\_\_\_\_. 2014) BETWEEN, Allahabad UP Gramin Bank a body corporate constituted under the Regional Rural Bank Act, 1976, having its Head Office, at Banda- 210 001, represented by The General Manager, HO, Banda, its duly constituted attorney (hereinafter referred to as Bank) of the ONE PART;

AND

M/s. \_\_\_\_\_ duly represented by one of its Proprietor/Partner / Director \_\_\_\_\_, aged \_\_\_\_ years, S/o Sri \_\_\_\_\_, residing at \_\_\_\_\_ and \_\_\_\_\_ having their office at \_\_\_\_\_ (hereinafter called the Supplier) of the other part.

**WHEREAS THE Bank is desirous of getting printed and supplying of Office Diaries / Executive Diaries** for said location and has accepted the tender opened on . \_\_\_\_ .2013 submitted by the supplier & the supplier has agreed to perform as set out and subject to the terms & conditions set forth in the said documents mentioned herein under.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.

2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz.

a) Notice inviting Tender

b) The Tender Document comprising Notice inviting the tender , General rules & Instruction to tenderers, General Conditions of the Contract, Special; conditions , Appendices to General Conditions of Contract, Special Conditions of Contract, PRICE BID (Priced schedule of quantities with specifications), Drawings .

c) Corrigendum to tender document if any.

e) Letter from supplier dt. \_\_\_\_\_ in response to the negotiation meeting discussions held on \_\_\_\_\_

f) Letter of Acceptance issued to supplier by Bank – letter No. \_\_\_\_\_ DT \_\_\_\_\_.

g) Letters from and to the supplier, if any, leading to and prior to acceptance letter.

3. In consideration of the payments to be made by the Bank to the supplier the supplier hereby covenants and agrees with the Bank to supply the ORDERED ITEMS to specified location/s and perform the contractual obligations in conformity in all respects and subject to all terms and conditions/rules as mentioned in the aforesaid documents which shall form part of this agreement.

In witness whereof, the parties hereunto have set their respective hands and seals the day and year first above written.

For & on behalf of the  
Supplier with seal

for & on behalf of the  
Allahabad UP Gramin Bank( with seal)



**Annexure A – Authorization letter format**

The. General Manager,  
Allahabad UP Gramin Bank,  
Head Office  
Banda – 210 001.  
Uttar Pradesh

**Dear Sir,**

**SUB: Tender for printing & supply of (4,425 copies of Banks' Office Diaries / 3375 Executive Diaries - Authorization Letter for attending the Quotation / Bid Opening.**

**REF: YOUR Enquiry NO: 03 : 2014 DT: 16.09.2014.**

This has reference to your above Enquiry for supply of the subject items.

We hereby authorise Mr/ Miss/Mrs. \_\_\_\_\_  
to attend the bid opening of the above bids on the due dates on behalf of our organization.

The specimen signature is attested below:

\_\_\_\_\_  
Specimen Signature of Representative

\_\_\_\_\_  
Signature of Authorizing Authority

\_\_\_\_\_  
Signature of Attesting Authority

\_\_\_\_\_  
Name of Authorizing Authority

**Annexure B - Covering letter format**

Our Reference No:

Date:

To

The General Manager,  
Allahabad UP Gramin Bank,  
Head Office  
Banda – 210 001,  
Uttar Pradesh

Dear Sir,

**SUB: Tender for printing & supply of ( 1 ) 4425 copies of Banks' Office Diaries / 3375 Executive Diaries - Authorization Letter for attending the Quotation / Bid Opening.**

**REF: YOUR Enquiry NO: : 03 : 2014 DT: 16.09.2014.**

Having examined the bid document including all **Annexures** the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply the items in conformity with the said bid in accordance with the Schedule of Prices indicated in the commercial offer and made part of this offer.

If our offer is accepted, we undertake to commence and complete delivery within the stipulated time period calculated from the date of receipt of your Notification of Award / Order.

We agree to abide by this offer till 60 days from the date of opening of the offer by the Bank and our offer shall remain binding upon us and may be accepted by the Bank any time before the expiration of that period.

We accept all Terms and Conditions of the subject Enquiry. We hereby submitting the tender document duly signed in all the pages for having accepted all the terms and conditions.

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive without assigning any reason whatsoever.

**We are enclosing herewith our DD No. \_\_\_\_\_ Dtd \_\_\_\_\_ for `..... drawn on \_\_\_\_\_ Bank towards Earnest Money Deposit.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_

YYYY. Signature. \_\_\_\_\_

Name of the company/Authorised Supplier with seal.

**(PLEASE ENSURE THAT ALL THE COLUMNS ARE FILLED BEFORE SUBMITTING THE QUOTATION)**

**Sub : Supply of Office Diaries / Executive Diaries).**

**Ref: Your Enquiry:03: 2014 DT: 16.09.2014.**

PRICE BID

**Office Diaries / Executive Diaries:**

Description	Total Amount (In figures)		Total Amount (In words)
	Rs.	Ps.	Rupees
Cost of printing 4,425 copies of Office Diaries (as per specifications given in your Tender Notification)			
<b>TOTAL (A):</b>	<b>Rs.</b>	<b>Ps.</b>	<b>Rupees</b>
Description	Total Amount (In figures)		Total Amount (In words)
	Rs.	Ps.	Rupees
Cost of printing 3375copies of Executive Diaries(as per specifications given in your Tender Notification)			
<b>TOTAL (B):</b>	<b>Rs.</b>	<b>Ps.</b>	<b>Rupees</b>
Items	As per Total above		<b>Total Amount † (In</b>
			<b>Rs.</b>
(a) Office Diaries	<b>TOTAL (A):</b>		
(b) Executive Diaries	<b>TOTAL (B):</b>		
	<b>GRAND TOTAL:</b>		

**GRAND TOTAL AMOUNT IN WORDS: Rupees.**

FINAL TOTAL: