



**HEAD OFFICE,
Corporate Services Department**

**204, C21 Business Park
C 21 Square, Opposite Hotel Radisson Blu,
Indore (Madhya Pradesh)
Pin-452010
Tel: 0731-2445333**

Email: ho.csd@mpgb-rrb.com

**Tender for procurement of Silver
Plaques for the Year 2025-26**

Last date of submission of Bid – 26.12.2025 up to 05.00 PM

Madhya Pradesh Gramin Bank
HEAD OFFICE
Corporate Services Department

NOTICE INVITING TENDER (NIT)

MADHYA PRADESH GRAMIN BANK, a body corporate, constituted under the Regional Rural Bank act 1976, having its Head Office at 204, Second Floor, C-21 Business Park, C-21 Square, Opposite Hotel Radisson Blu, MR-10, Indore (M.P.) 452010 intends to **award work of supplying Silver Plaques for the year 2025-26.**

MPGB invites Tender from silver manufacturers for procurement of Silver Plaques for the year 2025-26.

The brief details of the scope of this NIT are as follows:

- 1) The tender is for Procurement of Silver Plaques for the year 2025-26.
- 2) Supply of Silver Plaques to be done as per defined specifications to Head Office, numbering approximately 100 which is situated at Indore.
- 3) The number of Silver Plaques to be supplied to Head Office only upon our written communication to the L-1 bidder to whom job work is awarded.

Earnest Money Deposit (EMD): Bidders will have to submit EMD of Rs. 1,00,000/- (Rs. One lakh only). EMD to be deposited through NEFT/RTGS/UPI. No interest shall be allowed on the Earnest Money Deposit. Bids without Earnest Money are liable for rejection. The MSME bidders alone are exempted from submitting the Earnest Money Deposit subject to the submission of valid and authorized copy of registration certificate and exemption certificate (if applicable) from relevant authorities they are registered with. The MSME registration certificate submitted must be issued for relevant services and should be valid as on bid submission date.

Note: The bidders which fall under medium enterprises are not eligible for exemption for EMD

Title of the account : **Madhya Pradesh Gramin Bank**

Account No. : 880120110000045
 Name of the Bank : Bank of India
 Branch : Palasia, Indore
 IFSC Code : BKID0008801,

4) Tendering process will be a two-bid procedure i.e.

- A. Technical Bid
- B. Financial Bid

5) The Bids should be submitted before the stipulated time and date. If the last day of submission of bid is a declared holiday under **Negotiable Instruments Act** by the Government of MP after the issuance of NIT, the next working day will be deemed to be the last date of submission of the Bid. Bids received after the above-mentioned date and time, are liable to be rejected.

6) Activities Details:

S.No.	Activity	Date & Time
1	Publication	05.12.2025
2	Document download start	05.12.2025
3	Bid submission starts	05.12.2025 at 10:00 am
4	Last date of bid submission	26.12.2025 at 05:00 pm
5	Technical Bid Opening Date	29.12.2025 at 03.00 pm
6	Opening of Financial bids	To be communicated separately to technically qualified bidders.

07) Validity of offer: 180 days from date of opening of the price bid

08) Tender & all updates/corrigendum/amendment will be uploaded on **Bank website** www.mpgb.bank.in and it is the sole responsibility of the applicant to keep checking for the same till the last date of submission of the tender.

09) For any clarification, the contact persons are as under:

- a) Shri Arvind Vishwakarma, Senior Manager-Corporate Services Department
 (Tel. No -0731-24445310)
 Email-id ho.csd@mpgb-rrb.com

For MPGB

DISCLAIMER

1.1 The information contained in this Notice Inviting Tender (NIT) document or information provided subsequently to the bidder(s) or applicant(s) whether verbally or in documentary form by or on behalf of MPGB (Bank), is provided to the bidder(s) on the terms and conditions set out in this NIT document and all other terms and conditions subject to which such information is provided.

This NIT is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of bids. The purpose of this NIT is to provide the bidder (s) with information to assist the formulation of their proposals. This NIT does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this NIT and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of this NIT. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this NIT.

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this NIT document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

INVITATION TO BID (ITB)

2.1 Introduction

2.1.1 The Bank intends to procure Silver Plaques for the year 2025-26 details, specifications, and term & conditions of Silver Plaques are mentioned in Annexure-III & Annexure III (A). The interested bidders are requested to send their Technical and financial bids as per the enclosed formats. The methodology for submission of the bids is enumerated in Part 3 Instruction to the bidders. Terms and Conditions of Contract (TCC) are given in Part 4.

Please note that all the desired information needs to be provided by the bidder along with the NIT document. Incomplete bids may lead to rejection.

- A. Proof of payment of EMD as specified in the Bid document must accompany the technical Bid.
- B. Bank reserves the right to change the dates mentioned in the NIT, however, the same will be communicated to all concerned.

2.2 Integrity Pact

Venders/bidders, only those who commit themselves to Integrity Pact (IP) (in Format Pre- Contract Integrity Pact “Annexure V”) with the Bank should be executed on Rs.500/- stamp paper, would be considered competent to participate in the bidding process. In other words, entering this pact would be the preliminary qualification. In case of bids not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected. IP shall cover all phases of contract i.e., from the stage of Notice Inviting Tender (NIT) till the conclusion of the contract. Format of Integrity Pact is attached as “Annexure V” for strict compliance and mandatory submission with the bid document by the bidder. The integrity Pact shall be executed on applicable Rs. 500/- stamp paper and charges of the same shall be incurred by the bidders.

PART 3: INSTRUCTIONS FOR THE BIDDERS (IFB)

3.1 Scope of Work

MPGB (hereinafter referred as “**Bank**”), having Head office at Indore, is one of Regional Rural Bank in India with a Branch network of 1320 branches in MP. Bank intends to **award work of making & supplying 100 Silver Plaques for the year 2025-26**. These Silver Plaque shall be packed in the box with velvet coating as per sample displayed in bid document are to be manufactured and supplied to Head Office, Indore.

3.2 Requirement of Work

The proposed work of making & distribution/ supply of silver plaque must be done within a period of maximum 45 days; the work will be awarded to finally selected bidder as per the criteria stipulated in the bid document subject to them agreeing to complete the work within the specified duration. Lowest bidder which has quoted the most competitive price of silver shall be awarded the work order which has emerged as L-1 bidder simultaneously having fulfilled all stipulated criteria, terms & conditions and agreed to make the supplies within the timelines of days. The grace period will be 10 days. In case of a tie-on quoted price for silver at any level, bank reserve the right to choose single or both vendors and can decide to award the work in part amongst the two L-1 vendor subject to fulfilling all stipulated criteria in the bid document.

3.3 Eligibility Criteria of Bidder

Following criteria are stipulated for Eligibility & Technical Bid Evaluation of the bids by the Evaluation Committee:

Bidders having shop at Indore, Ujjain, Dewas, Ratlam & Bhopal are only eligible.

3.3.1 Bidder should preferably have BIS certificate.

3.3.2 Bidder may be a Proprietor/ Partnership/ LLP/ Private Limited Company/ Public Limited Company (Consortium/ Joint Venture not allowed). Bidder should have minimum 3 (three) years of experience in manufacturing & supplying of silver plaques/ mementos to Govt. Institution/ PSUs and certificate (Experience Certificate) in this regard should be duly uploaded under technical bid section. Copy of Articles and Memorandum of Association/ Partnership Deed, LLP, if any, should be attached. **In case of Article/ Memorandum of Association, the scope of work must indicate “Manufacturer & supplier of Silver Items”** as business of the firm. Please also attach-

- i. Copy of Certificate of Incorporation (For Private/ Public Limited Company)
- ii. Copy of GST registration.
- iii. Copy of Certificate of Commencement of Business (For Public Limited Company)
- iv. Complete profile of the Organization should be provided.

Note: Profile of the bidder should be furnished as per **Annexure II** and enclosed to the technical bid.

3.3.3 The Net Profit (before tax) for last three financial years i.e., 2022-23, 2023-24 and 2024-25 should be positive for each individual financial year. Bidder should submit audited financial statements in support of the same. (Financial Statements – Audited B/S & P/L Account must be furnished for each Financial Year separately, latest Income-Tax Returns, GST Returns and PAN Card) (Ref. Annexure 1G).

3.3.4 Bidder should have experience of executing similar contracts of comparable magnitude at least for three (3) years in Public Sector Banks/ Govt. Depts. / Semi Govt. Depts./ Public Sector Organizations.

Note: Requisite documents/ certificates should be uploaded in support of the technical bid requirements as mentioned in **Annexure VII**.

Note: *Self attested copies of documents/ certificates in support of the foregoing clauses should be submitted along with the technical bid. Failure to comply with any of these conditions may result in rejection of the bid. Bank reserves the right to verify/evaluate the claims made by the Bidder by asking for the originals of documents or by other independently. Any decision of the Bank in this regard shall be final, conclusive, and binding upon the bidder. The Bank may accept or reject an offer without assigning any reason whatsoever.*

3.4 Instruction to bidders for applying in Tender.

This is a tender wherein Bank invites Sealed Tenders from reputed manufacturers of silver Plaques having their own infrastructure for undertaking the job as per specification in the annexure IV (A). The Bank desires to purchase approximately 100 silver plaques of 99.5 % purity.

Bidders are requested to read the process of Tender (3.4.1 to 3.4.13), terms & conditions of this tender before submitting their tenders. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender process for opening of financial bid.

3.4.1 Process of Tender:

Tenders to be accompanied by EMD. Parties/Companies/firms who would not submit the amount of EMD along with the tender will not be considered. The sample plaque is available for viewing at our office between 10.30 am to 3.00 pm. on any working days except Saturday.

Successful Tenderer/s whose tender/s is accepted will have to execute an agreement prescribed by the Bank. EMD submitted will form part of Security Deposit. EMD of other parties whose tenders are not accepted will be refunded without any interest thereon.

3.4.2 No deviation to the terms & conditions are allowed.

Note: Canvassing in any form in connection with the Tender is strictly prohibited and the bids submitted by the bidders who resort to canvassing are liable to be rejected.

3.5 Bid Security/ EMD

3.5.1 Bidders will have to submit EMD of Rs. 1,00,000/- (Rs. One lakh only). EMD can be deposited through NEFT/ RTGS/UPI.

For NEFT /RTGS bank's account given below:

Account No. : 880120110000045

Name of the Bank: Bank of India

Branch: Palasia

IFSC Code: BKID0008801,

Title of the account: Madhya Pradesh Gramin Bank

3.5.2 EMD will be forfeited in the following cases:

- A. If a bidder withdraws its bid during the period of bid validity.
- B. If a successful bidder makes any false/incorrect statement or encloses any document which turns out to be false / incorrect at any time prior to signing of Contract.
- C. If a successful Bidder fails:
 - i. To execute Contract within the stipulated time.

3.5.3 The successful Bidder's EMD will be kept with Bank, which shall be in the form of security deposit till completion of the full work order. Bank will not pay any interest on EMD.

The unsuccessful Bidder's EMD shall be returned in 30 days from the date of financial bid opening date. Bank shall not pay any interest to the unsuccessful Bidder's EMD amount.

3.6 Language of Bid

The language of the bid response and any communication with the Bank must be in written English only. Supporting documents provided with the NIT response can be in another language so long as it is accompanied by an attested translation in English, in which case, for purpose of evaluation of the bids, the English translation will govern.

3.7 Period of Validity of Bid

3.7.1 Bids should remain valid for the period of 90 days from the last date of submission of the bid. In case the last date of submission of bids is extended, the Bidder shall ensure that validity of bid is reckoned from modified date for submission. A Bid valid for a shorter period may be rejected by the Bank as non-responsive.

3.7.2 In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The EMD provided shall also be suitably extended. A Bidder may refuse the request without getting the EMD forfeited.

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

3.8 Clarification/Amendment of Bidding Document

3.8.1 To assist in the examination, evaluation, and comparison of bids the bank may, at its discretion, asks the bidder for clarification. The response should be in writing and no change in the price or substance of the bid shall be sought, offered, or permitted.

3.9 Authorization to Bid

3.9.1 The proposal/ bid being submitted would be binding on the Bidder. As such, it is necessary that authorized personnel of the firm or organization sign the bid documents. The designated personnel should be authorized by a senior official of the organization having authority, duly supported by copy of Board resolution and Power of Attorney.

3.9.2 All pages of the bid should be initialed by the person or persons signing the bid.

3.9.3 Any inter-lineation, erasure or overwriting shall be valid only if they are initialed by the person or persons signing the Bid.

3.9.4 All such initials shall be supported by a rubber stamp impression of the Bidder's. firm.

3.9.5 The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a bid commitment. The letter should also indicate the complete name and designation of the designated personnel.

3.10 Bidding Process (Two-part Bid) Tender

3.10.1. Tenderers are required to upload all the tender documents along with the other documents, as asked for in the tender, on [Bank website www.mpgb.bank.in](http://www.mpgb.bank.in) within the stipulated date and time as given in the Tender. **Tenders are to be submitted in two covers – one is Technical Bid Cover, and the other is Price Bid Cover.** The tenderer shall carefully go through the documents and prepare the required documents.

The bidder needs to download the Forms / Annexures, fill up the particulars Bidder needs to download the related Price Bid format, fill up the rates of items in the Price Bid in the designated Cell of Price Bid. Format of the Price Bid should not be altered / changed.

3.10.2 In the first stage, Integrity Pact (IP) signed by authorized signatory submitted by bidder will be reviewed and if it is as per prescribed format then only TECHNICAL BID will be opened and evaluated. Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed for commercial evaluation. Under the second stage, PRICE BID of only those bidders, whose technical bids are qualified, will be opened.

3.11 Technical Bid- Part 1

3.11.1 The bidder will have to submit the technical bid in hard copy on **Bank Head Office at Madhya Pradesh Gramin Bank, 204, Second Floor, C-21 Square, Opposite Hotel Radisson Blu, MR-10, Indore**. The Technical offer should be complete in all respect and contain all information required in this document. The Technical Offer should comprise of the documents as listed in **Annexure-VII**.

3.11.2 Technical supporting documents will not contain any pricing or commercial information at all. Technical supporting documents with any commercial information will be rejected.

3.11.3 The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.

3.11.4 The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or based on stability, capabilities, track records, reputation among users and other similar features of a bidder.

3.11.5 The Bank reserves the right to disqualify the bidder/(s) if bidder/(s) have not completed any project successfully in MPGB awarded to them.

3.11.6 The Bank reserves the right to modify any terms, conditions, or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any at any time prior to completion of evaluation of technical bids from the participating bidders.

3.12 Financial Bid- Part 2

3.12.1 The bidder will have to submit the Commercial offer as per the format given in **Financial Bid**. The relevant price information should be given only in Indian Rupees.

3.12.2 The vendors should not offer any option or any conditional offer to the Bank while giving the price information. The offer should strictly be in conformity with the items as specified by the Bank. No additions or deletions to the Indicative commercial offer are allowed. Any deviations may lead to disqualification of the bid.

3.12.3 The Commercial offer shall be on a fixed price basis and no upward revision in the price would be considered on account of subsequent increase in Govt. Levies/taxes, fuel cost, manpower cost etc. during the entire period of the contract.

3.13 Modification and Withdrawals of Bid

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

3.13.2 A withdrawal notice may also be sent by email but must be followed by a signed confirmation copy received not later than the deadline for submission of Bids.

3.13.3 No Bid will be modified after the deadline for submission of Bids.

3.13.4 Bid cannot be withdrawn in the intervening period between the deadlines for submission of Bid and the expiration of the period of Bid validity specified in the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its EMD.

3.14 Opening and Evaluation of Bids

3.14.1 Technical Bid will be opened by the Tender Inviting Authority or his authorized representatives.

3.15 Preliminary Examination

3.15.1 The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.

3.15.2 Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without any deviations.

3.15.3 The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.

3.15.4 If a Bid is not responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

3.15.5 The Bank reserves the right to the following:

- A. To modify the terms & conditions and specifications detailed in the NIT and to obtain revised prices from the bidders about such changes.
- B. Canvassing of any kind will not only invite disqualification but also will debar the Bidder from future participation in the tendering process.
- C. During the evaluation process at any stage if it is found that the bidder does not meet the eligibility criteria or has submitted false/incorrect information the bid will be rejected summarily by the bank.
- D. Bidder has to comply with all terms and conditions as mentioned in this NIT document. Bids not conforming to the requirements of the NIT may not be considered by the Bank. However, the Bank reserves the right, at any time, to waive any of the requirements of the NIT, if in the sole discretion of the Bank, the best interest of the Bank be served by such waiver.
- E. The NIT and all supporting documents are the sole property of the Bank and violation of this will be a breach of trust and Bank would be free to initiate any action deemed appropriate. The proposal and all supporting documentation submitted by bidders shall become the property of the Bank.

3.16 Technical Evaluation

3.16.1 Technical Evaluation Committee shall evaluate the bidder based on criterion as mentioned in point **3.3**. Only those Bidders and Bids who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the Bank for further detailed evaluation. The Bank may, at its discretion, waive any minor incongruity, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

3.17 Commercial Evaluation Process

3.17.1 Price Bid of the tenderers declared technically eligible, will be opened by the Tender Inviting Authority on the prescribed date.

3.17.2 The Tender Accepting Authority may ask any of the tenderers to submit analysis to justify the rate quoted by that tenderer.

3.17.3 Price bid submitted in any other format or after altering the original format, will be summarily rejected.

3.18 Price Composition

3.18.1 The prices should be inclusive of all applicable charges i.e. GST (CGST/SGST/IGST). Any upward / downward change in GST, if any, will be to the account of Bank. Bidder must show the bifurcation/details of applicable GST (CGST/SGST/IGST) in every invoice.

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

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

3.18.5 The supplier/Bidder shall comply with all the statutory obligations of the Government of India / State Governments/ labor laws and local authorities applicable and the Bank shall not be liable for any action under the statutes applicable due to non- fulfilment of statutory obligations by the Supplier / Bidder.

3.18.6 The successful bidder will have to execute a Service Level Agreement (SLA) upon selection. The Agreement shall be executed at the Head Office, Indore and the stamp duty shall be payable under the laws of respective states, where agreement is executed. All the expenses towards execution of Agreement and stamp duty shall be borne by the bidder.

3.19 No Erasures or Alterations

3.19.1 There should be no significant hand-written material, corrections, or alterations in the offer. Technical details must be filled up. Correct technical information of the product being offered must be filled in. Filling up of the forms using terms such as “OK”, “accepted”, “noted”, “as given in brochure/manual” are not acceptable to the Bank. The Bank may treat offers not adhering to these guidelines as unacceptable.

3.19.2 The offer should be complete and self-contained in all respects and avoid cross referencing other offers from the same vendor.

3.20 Contacting the Bank

3.20.1 No bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of price bid to the time the contract is awarded.

3.20.2 Any effort by a bidder to influence the Bank in evaluation of the bid, bid comparison or contract award decision may result in the rejection of the bid. Bank's decision will be final and without prejudice and will be binding on all the parties.

3.21 Rejection of Bid

The Bid is liable to be rejected if:

3.21.1 The document does not bear signature of authorized person in each page and duly stamped.

3.21.2 It is not submitted in the prescribed format, Incomplete &/or not containing sufficient information including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Notice Inviting Tender (NIT), are liable for rejection by the Bank.

3.21.3 It is evasive or contains incorrect information.

3.21.4 Any form of canvassing / lobbying /influence/ query regarding short listing, status etc. is made.

3.21.5 It does not comply with all the points mentioned in the scope of work. Noncompliance of any NIT clause will lead to rejection of the bid.

3.21.6 Bid security/EMD and Integrity Pact (on plain bond paper) signed by authorized signatory should be submitted on **Bank Head Office, Indore**.

3.22 Bank's Right to accept or Reject any Bid or All Bids

The Bank further reserves the right to accept or reject any offer and annul the bidding process or even reject all bids at any time prior to award of the contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for the Bank's action. The Bank reserves the right to select more than one Bidder keeping in view its large requirements. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the vendor.

3.23 Fraud & Corrupt Practices

3.23.1 The Bidder and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/ coercive/ undesirable or restrictive practices in the Bidding Process.

3.23.2 Without prejudice to the rights of the Bank, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices during the Bidding Process, such Bidder shall not be eligible to participate in any NIT issued by the Bank for a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.

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

- A. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or

engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the Bidding Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project.

- B. “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process.
- C. “Coercive practice” means impairing, harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process.
- D. “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- E. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

3.24 Revelation of Prices

The prices in any form or by any reasons should not be disclosed in the technical or other parts of the bid except in the commercial bid. Failure to do so will make the bid liable to be rejected.

3.25 Clarifications of Bids

To assist in the examination, evaluation, and comparison of bids the bank may, at its discretion, asks the bidder for clarification at **Bank Head Office, Indore**. The response should be in writing and no change in the price or substance of the bid shall be sought, offered, or permitted.

3.26 Bid Validity

The bidder shall keep the bid valid for a period of 90 days from the last date of submission of bids which may be extended for further period of three months at the sole discretion of the Bank.

3.27 Signing of Contract

3.27.1 The successful bidder shall execute the Service Level Agreement (Rs. 500/- stamp paper) including Confidentiality / Non-Disclosure Agreement (NDA) (Rs. 500/- stamp paper) as per **Annexure VI** with the Bank. NIT document and corrigendum will be the part of the contract.

3.27.2 The successful bidder shall execute the SLA and NDA within 10 days from the receipt of offer letter/ letter of intent from the Bank or within such extended period as may be permitted by the Bank on the basis of Tender Document, the tender of the successful bidder, the letter of acceptance and with such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof. Payment will not be released in the absence of above signed agreement. SLA and NDA will be executed at the Head Office of the Bank.

4. TERMS & CONDITIONS

4.1 General Terms

4.1.1 Quantity & Quality: 100 silver plaques of 99.5 % purity of silver with specific purity certificate must be given by the manufacturer. These Silver Plaque shall be packed in the box with velvet coating as per sample displayed in bid document are to be manufactured and supplied to Head Office Indore.

Cost & Weight : **Silver Plaque** – The weight of the Silver Plaque/ Plate has been fixed at 200 Grams. All other charges viz. making charges, charges of box, packing, insurance & dispatch charges shall be over and above the cost of silver (200 grams).

Note: Rate quote should be inclusive of GST/Taxes.

Maximum permissible variation in weight of silver plaque is +/- 1% of the weight of silver.

Important Note:

4.1.1 Escalation of any kind in the accepted rate will not be permitted during the currency of the contract and no advance payment will be made for any purpose.

4.1.2 The Bank will not compromise on the purity/quality of the Silver. The successful bidder will have to certify about the purity/quality of silver. Bank at any point of time may check the purity of the silver Plaques. If the purity of silver is not found to be as per specification then the supplier will have to make good the losses at his/their own cost/s. The contract will be terminated immediately without any obligation on the part of the Bank. Bank reserves the right to accept/reject any or all tender/s without assigning any reasons.

4.1.3 The Successful bidder shall ensure that no Bank officer, director, employee or immediate family member thereof (collectively termed as, “The Bank Personnel”) has received or will receive anything of value or of any kind from the Successful bidder or its officers, directors, employees or agents in connection with this Agreement; and that no Bank Personnel has a business relationship of any kind with the Successful bidder or its officers.

4.1.4 **Quotation should be for cost of silver and all other charges viz. making charges, packaging, insurance & dispatch, cost of box, logistic/ transportation/ delivery charges etc. and quotation should be signed by authorized signatory with stamp/seal of the firm/company.**

4.1.5 Tender with counter conditions will not be entertained.

4.1.6 **Technical Bid will open on 29.12.2025 at 3:00 P.M.** Financial bid date is communicated separately to technically qualified bidders.

4.1.7 **It may be noted that once the order is accepted, successful bidder will be bound to execute it within the period specified and no request for increase in rate subsequently nor any excuse for not executing the order on account of any reasons will be entertained. Bank will not pay any advance.**

4.1.8 If after the item is delivered, it is discovered that the material supplied/used, is not exactly according to our specification/quality stipulated, such supply will be rejected at the suppliers' cost.

4.1.9 The Bank need not necessarily accept the lowest bid and the decision of the Bank in this regard will be final. Bank reserves the right to ask for the additional amount of Bank (performance) guarantee/collateral security for the proper execution of the order before awarding the work order.

4.1.10 Vendors who would not affect supplies according to the delivery schedule will be liable for all damages/detriment or losses to the Bank and in case despite warning, they continue to be too late in deliveries, they may be disqualified for further inquiries/entrustment of work.

4.2 Contract Period

4.2.1 The period of the contract will be for one year i.e., one year from date of awarding the contract or till the successful completion of work order whichever is earlier.

4.2.2 Any offer falling short of the contract validity period is liable for rejection. Bank reserves the right to call regular meetings with successful bidder during the tenure of the contract.

4.3 Liquidated Damage

4.3.1 Bank reserves its right to recover the damages through any mode such as by recovering from the amounts payable for the services rendered or any other assets of the bidder lying with the Bank.

4.3.2 Penalty for delay in completion of the work order beyond 60 days from the date of award of contract will be calculated at the rate of Rs. 1000.00 per week. Recovery of the penalty will be out of the charges payable or from EMD. Such recovery will be up to a maximum of 5 % of the contract value beyond which the contract is liable to be terminated at the sole discretion of the Bank in addition to the cancellation of the empanelment.

4.3.3 Any such recovery or liquidated damages shall not in any way relieve the successful bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/Purchase Order.

4.3.4 Bank reserves the right to condone the delay if it is not attributable to the successful bidder.

4.5 Payment Terms

4.5.1 After successful completion, the successful bidder will submit the invoice to Head Office. Payment will be released by the Head office within 30 days from the submission of the bill only upon receipt of the specified quantity of silver plaque along with velvet boxes. 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 successful bidder electronically, through RTGS or NEFT.

4.5.2 Bidder need to provide the information like PAN/GST/TAN/bank details/etc. required for releasing payment on their letter head along with invoices. In case bidder provides incorrect information, bank will not be responsible.

4.6 Delivery

4.6.1 Time is the essence of this contract. The successful bidder shall commence delivery of silver plaques to Head Office immediately after receipt of the PO.

4.7 Confidentiality and Secrecy

4.7.1 All tangible and intangible information obtained, developed or disclosed by the bidder 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 NIT or otherwise, is deemed by the Bank and shall be considered to be confidential and proprietary information (“Confidential Information”).

4.7.2 The Successful bidder shall ensure that the Confidential Information shall not be used or permitted to be used in any manner except for the purpose of performance under this NIT and the Successful bidder shall not disclose or part with the Confidential Information to unauthorized person(s). The Successful 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 Successful bidder shall ensure that their employees/agents/sub- contractors are bound by similar obligation to maintain secrecy in respect of Confidential Information.

4.7.3 In the event of any breach or threatened breach of this clause by the Successful bidder and/or its employees/agents/sub-contractors, the Successful bidder shall be liable to pay damages as may be quantified by the Bank.

4.7.4 In the event of any breach or threatened breach of this section by Successful bidder/its employees/ agents/ sub-contractors, monetary damages may not be an adequate remedy; therefore, the Bank shall be entitled to injunctive relief to restrain the Successful bidder/its employees/agents/sub-contractors from any such breach, threatened or actual.

4.7.5 The provision under this para shall survive even after the expiry or termination of this agreement.

4.7.6 On the expiry or termination of this Agreement, Successful bidder shall handover or cause to be handed over all the Confidential Information, assets, documents, instruments and/or properties of or relating to the Bank and all other related materials in possession of Successful bidder to an authorized official of the Bank.

4.8 Indemnity

4.8.1 The selected bidder shall fully indemnify and hold harmless the Bank against any penalty imposed by RBI for any reason connected with the services rendered by the selected bidder, liability, losses, claims, costs including attorney's cost, expenses accruing, incurred or suffered by the Bank directly or indirectly arising on account of any act, commission or omission, negligence, fraud, forgery, dishonesty, misconduct or violation of any of the terms and conditions of this NIT by the selected bidder/its employees/agents/subcontractors

4.8.2 The selected bidder shall be liable to pay the amount to the Bank as determined by the Bank under this provision on demand and the Bank shall be entitled to adjust the amounts so determined to be due from the selected bidder against the future payments due by the Bank to the selected bidder.

4.8.3 The selected bidder shall fully indemnify and hold harmless the Bank against IPR, confidentiality and labor law violations.

4.8.4 The selected Bidder shall further indemnify the Bank against any loss or damage arising out of any third-party claims on the Bank arising out of performance of the contract.

4.8.5 The selected bidder shall in no event enter into a settlement, compromise or makes any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and successful bidders) rights, interest and reputation.

4.9 Non-Transferable Offer

This Notice Inviting Tender (NIT) is not transferable. Only the bidder who has submitted the bid will be eligible for participation in the evaluation process.

4.10 Audit

4.10.1 The services provided by the bidder shall be subject to the audit at the discretion of the Bank.

4.10.2 The Bidder shall always whenever required furnish all information, records, data stored in whatsoever form to internal, external, Bank appointed, and statutory/RBI inspecting auditors and extend full cooperation in carrying out of such inspection. The Bidder will also undertake to co-operate with the RBI to carry out its supervisory functions and objectives and will furnish all records and other information as RBI may call for to carry out our inspection and/or other functions. The Bidder is required to facilitate the same at no additional cost and shall provide uninterrupted access to the documents required by the auditors. Further the Bidder must ensure rectification of all the irregularities thus pointed out by the auditor within a stipulated time frame.

4.10.3 In line of above, the selected bidder shall ensure that all regulatory, Statutory, Local Administration requirements are adhered to subsequently while undertaking deliverable and services over the period of contract without any additional cost to Bank.

4.11 Limitation of liability

Vendor's aggregate liability for actual direct damages shall be limited to a maximum of the Contract Value, provided that this limit shall not apply to following:

- A. The infringement indemnity; or
- B. Bodily injury (including death) and damage to real property and tangible personal. Property caused by Vendor's negligence.
- C. Liability arising under clause 4.8 (Indemnity) of NIT
- D. For the purposes of this Section, "Contract Value" at any given point in time, means the aggregate value of orders placed by the Bank on the Vendor under this project for entire period of three years.

4.12 Force Majeure

4.12.1 Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or the Bank which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

- A. Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics,
- B. Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,

4.13.2 Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Bidder or the Bank shall not be liable for delay in performing his/her obligations resulting from any Force Majeure cause as referred to and/or defined above.

4.14 Enforceability

The decision of the Bank in arriving at the conclusion of breach of conditions and/or default of supplier will be accepted by the supplier without any demur and the Bank will be at liberty to enforce these conditions/rights.

4.15 Assignment

The whole of the works as included in the Purchase order shall be executed by the bidder and shall not directly or indirectly transfer, assign or sublet the contract or any part, share or interest therein without written consent of the Bank.

4.16 Successors

The Agreement with successful bidder/s shall bind the heirs, executors, administrators, successors and permitted assigns of the successful bidder with respect to all covenants herein and cannot be changed except by written agreement signed by both parties. The term “Successful bidder” wherever used shall mean and include its employees, agents, subcontractors and representatives and the heirs, executors, administrators, successors and assigns of all such employees, agents, subcontractors, and representatives.

4.17 Termination of Contract

4.17.1 If the Termination is on account of failure of the Vendor to perform the obligations under this NIT contract, the Bank shall have the right to invoke the EMD given by the selected bidder.

4.17.2 The Bank shall have a right to terminate this Agreement at any time without assigning any reasons thereto without any notice if the bidder fails to complete the delivery of silver plaques Head Office as per the schedule or if the quality of products / work is not in conformity with the laid down standards.

4.17.3 The Bank will be entitled to terminate this Contract, without any cost to the Bank and recover expenditure incurred by Bank, on the happening of any one or more of the following conditions by giving 30 days' notice in writing to successful bidder:

- A. The selected bidder commits a breach of any of the terms and conditions of the bid.
- B. The Vendor goes into liquidation voluntarily or otherwise.
- C. An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- D. The progress regarding the execution of the order accepted by the selected bidder is found to be unsatisfactory or delay in execution of the contract, the Bank reserves the right to get the contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which Bank may have to incur in executing the contract. This clause is applicable, if for any reason, the contract is cancelled.
- E. If deductions on account of liquidated damages exceed more than 5% of the total contract value.
- F. Non-satisfactory performance of the selected bidder during implementation and operation.
- G. An act of omission by the Bidder, its employees, or its agents in the performance of the services provided by this contract.
- H. Selected bidder or its sub-contractors are found to be indulging in frauds.
- I. The Bank suffers a financial and reputation loss on account of any activity of Vendor.

- J. In the event of any default by the Successful bidder, if in the reasonable opinion of the Bank, performance of any of the said services under this NIT contract by the Successful bidder, is not acceptable being in contravention of any laws as may be applicable from time to time or industry practice, under the circumstances which would amount to objectionable service.
- K. If Successful bidder fails to perform the said services under this NIT contract or to observe any of its obligations or breaches all or any of the terms of this Agreement.
- L. If a petition for insolvency is filed against the Successful bidder and such petition is not dismissed within Ninety (90) days after filing and/or if the Successful bidder arranges for the benefit of its creditors or, if the Court Receiver is appointed as receiver of all/any of Successful bidder's properties.
- M. If in the opinion of the Bank the interest of the Bank is jeopardized in any manner whatsoever.
- N. Failure of the bidder to accept the contract and furnish the Performance Guarantee within 10 days of receipt of letter of intent from the Bank.
- O. Delay in delivery beyond the specified period.

4.17.4 In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Performance Guarantee given by the Bidder.

4.17.5 It is hereby agreed and understood by the parties that the provisions of this Clause shall neither limit nor restrict nor shall they preclude the Bank from pursuing such further and other legal actions, against Successful bidder for any breach or noncompliance of the terms of this Agreement.

4.18 Deduction from Purchase Price

The bidder shall reimburse the Bank all costs, charges, damages or expenses which the Bank may have paid or suffered and to the extent to which the bidder is obliged and responsible under this contract to do so, within 30 days upon written request of the Bank failing which such costs, charges, damages or expenses including statutory payments, if any, shall be deducted by the Bank from any money due or becoming due to the bidder under this contract or any other contract or may be recovered by encashment of Performance Guarantees or by arbitration/action of law or otherwise from the Supplier.

4.19 Waiver

4.19.1 Non-enforcement by either party of any of the provisions of this Contract shall not construe or constitute as a waiver of the provision itself or any subsequent breach thereof. The validity of the Contract shall not be affected, should one or more of its stipulations be or become legally invalid and such stipulation is severable from and not fundamental to the obligations of either party to this Contract. In such a case, the parties shall negotiate in good faith to replace the invalid clause by an agreed stipulation which is in accordance with the applicable Indian Law and which shall be as close as possible to the party's original indent.

4.19.2 The failure on the part of the Bank to insist upon the performance of any terms and conditions of NIT, to exercise any right or privilege conferred in this NIT, or to demand any penalties resulting from any breach of any of the terms or conditions of this NIT 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.

4.20 Liability of the Successful Bidder

Bank shall hold the Successful Bidder, its Successors, Assignees and Administrators fully liable against loss or liability, claims, actions, or proceedings, arising out of nonfulfillment of any obligations under the Contract and such liability of the Successful Bidder will be restricted to the actual amount of the Contract.

4.20.1 Successful Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Successful Bidder and shall be vicariously liable for all the acts, deeds or things done by its employees, agents, contractors, subcontractors etc., whether the same is within the scope of power or outside the scope of power, vested or instructions issued by the Bank under the Contract to be issued for this tender.

4.20.2 However, the Successful Bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

4.21 Negligence

In connection with the work the provisions of General Terms, if the Successful Bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable notice given to him in writing calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default, the Bank shall have the right to cancel the Contract holding the Successful bidder liable for the damages that the Bank may sustain in this behalf.

4.22 Review of Contract and performance

4.22.1 Bank shall have the right of periodical review of the performance of the bidder under the contract which would be basis of continuation or termination of the same.

4.22.2 Bank shall also have the right to review, either itself or through another agency as it may deem fit, the financial and operating performance of the bidder to assess the ability of the bidder to continue to meet its outsourcing/contractual obligations.

4.23 Proposal Ownership

The proposal and all supporting documents submitted by the bidders shall become the property of MPGB unless the bank agrees to the vendor's specific requests, in writing, that the proposal and documents be returned or destroyed.

4.24 Arbitration

4.24.1 Any dispute, controversy or claims, arising out of or relating to this Agreement or the breach, termination or in validity thereof, shall be settled by arbitration of a sole arbitrator jointly appointed by the Parties, or if the Parties are unable to agree upon an arbitrator, to the arbitration panel of 3 (three) arbitrators, 1(one) to be appointed by each disputing party and the third to be appointed by the 2(two) arbitrators so appointed. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or modification, amendment, consolidation or re-enactment thereof. The arbitrator/s will have power to regulate their own procedure, including summary powers.

4.24.2 The place of arbitration shall be Indore, MP State, India, and any award whether interim or final, shall be made and shall be deemed for all purposes between the Parties to be made in Indore, MP State, India.

4.24.3 The award of the arbitrators shall be final and conclusive and binding upon the Parties, and the parties shall be entitled to enter judgment thereon. The Parties further agree that such enforcement shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.

4.24.4 Subject to the aforesaid, for all matters for which the courts of law would have jurisdiction, including without limitation for an application for the appointment of an arbitrator under the provisions of section 11 of the Arbitration and Conciliation Act, 1996, the courts of law at Indore, MP State, India entering in to the agreement, shall have exclusive jurisdiction.

4.25. Other terms and conditions

4.25.1 In case any information furnished during the bidding process is found to be incorrect, Bank will not only be summarily rejecting the current bid but the company itself may be debarred from any future bidding with the Bank for a period of 3 years. The Bank may share such information with Indian Bankers' Association (IBA), which is the voluntary representative body of all banking institutions in the country, who, in turn, may share the information among its member institutions. This clause would be applicable only if the Bidder fraudulently misrepresents itself to the Bank.

4.25.2 Please note that any other terms and conditions whether implicitly or explicitly stated in any of bidder's responses will be ignored.

4.25.3 No contractual obligation whatsoever shall arise from the NIT process unless and until a formal contract is signed and executed by duly authorized officials of the Bank and the successful Bidder. The bidder shall agree that until a formal agreement on stamp paper is prepared and signed with the Bank, this NIT together with Bank's written acceptance and notification of award shall constitute a binding contract between the successful bidder and the bank.

4.25.4 The Bank shall have the right to cancel the NIT process at any time prior to award of contract, without thereby incurring any liabilities to the affected Bidder(s). The reasons for cancellation, as determined by the Bank in its sole discretion.

4.25.5 All the pages of tender document shall be sealed (stamped) and signed by Authorized signatory as token of having read the entire tender document and understood the instructions, terms & conditions etc. No changes whatsoever be permitted in the tender document and the bid submitted by the bidder shall be strictly as per Bank's format.

4.25.6 Bank reserves the right to cancel the contract in the event of any of the following events:

- A. Delay in delivery beyond specified period/delivery against prescribed guidelines and practices.
- B. Serious discrepancy in the dealings /functioning of successful bidder which results in branch of terms, financial loss /reputation loss to bank.
- C. Detection of fraud/criminal intention/background with Successful bidder or its employees or agents.
- D. Delivery of silver plaques other than as specified.

4.25.7 Bank reserves the right to appropriate the damages though encashment of EMD given by the successful bidder or recover the loss from the amount payable if any to successful bidder.

4.25.8 Reverse Auction

Bank reserve the right to opt the reverse auction process. The same will be intimated to the bidder.

4.27 Jurisdiction

Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this NIT, the parties shall be subject to the jurisdiction of courts at Indore, MP State, India only.

5. ANNEXURES

5.1 Annexure II - Bidder's Profile

Sr. No.	Parameters	Response
1	Name of the Successful bidder (in response column, please mention the name of the institution and awarded quantity of silver plaque/ others received in the last 3 years)	
2	Constitution	
3	Year of Establishment/Incorporation in India	
4	Names of the Partners/Directors	
5	Addresses of Firm/Company	
	a) Head Office	
	b) Local Offices in other states for which bidding	
6	Authorized Contact person	
	a) Name and Designation	
	b) Telephone number/Mobile No	
	c) E-mail ID.	
7	Website Address, if any	
8	Name and Address of the Principal Banker	
9	Permanent Account Number (PAN)	
12	GST Registration No.	

Declaration

1. I/We have read the instructions and terms conditions given in the notice inviting Notice Inviting Tender (NIT) for procurement of silver plaques for year 2025-26. I/ We understand that any decision to be taken by the Bank will be based on the information furnished/ declarations made by us in the NIT. Should the information given by us in this document prove to be false / incorrect at any time afterwards, contract awarded to us will be liable to termination without any prior notice. I/ We shall be solely responsible for the consequences and decision of the Bank will be binding on me/ us.

2. I/We understand and agree that the decision of the Bank in short-listing/ selection of the Successful bidder(s) will be final and binding on me/ us. Likewise, the decision of the Bank in allotment of States/ Centers will be final and binding on us.

3. I/We declare that no material fact about making of silver plaque with specified/ stipulated dimension, weight/ purity / other terms & conditions has been suppressed / withheld by us and I/we have no objection in the Bank making independent inquiries with the Banks/clients for whom we are presently similar services.

Place:

Date:

Name & Designation, seal of the Company

Authorized Signatories:

**MPGB, Head Office
Corporate Services Department**

5.2 Annexure III – Technical Bid Compliance

TECHNICAL BID

Selection of Silver Plaque Manufacturer

Terms & Conditions:

1. Details of the Firm:

- a) Name of the firm / company :
- b) Address, Phone/Fax Nos. and Email ID :
- c) Whether Proprietorship / partnership
Limited Company :
- d) Date of Establishment :

Note: Name & Address of the Firm/ Company (on Firm's letter head) as per the proforma given in Annexure III (A)

2. **Experience & Running Contracts:** Firm should have experience of executing similar contracts of comparable magnitude at least for three (3) years in Public Sector Banks/ Govt. Depts. / Semi Govt. Depts./ Public Sector Organizations/ Pvt. Sector Organization.

Note: Details as per proforma given in **Annexure III (B)**

3. **Mandatory Registration:** Copy of following mandatory registration should be uploaded.

- (a) Proof of Registration / Certificate of firm
- (b) Proof of Valid registration with statutory authorities for GST
- (c) Permanent Account Number (PAN) allotted by Income Tax Department
- (d) Proof of Experience Certificates

4. EMD: Proof of submission of EMD. Original Earnest Money Deposit (EMD) of Rs. 50,000 /- (Rs. Fifty Thousand only) be deposited through NEFT/ RTGS in Bank's specified/ designated account given in the bid document is deposited within the time limit specified in this tender document. The proof of submission of EMD should be provided. Proof of seeking exemption for the firm/ company who claim to take exemption based on confirming its eligibility for the same should either be duly submitted. Non submission of EMD/ late submission of EMD which is not credited in the bank have specified/ designated account given in the bid document within the time limit will lead to rejection of the bid. Bank shall not be responsible for delayed/ late credit of EMD amount due to any technical reason.

5. Turnover and Net Profit (before and after tax):

	(Amount in Rs. Lakh)		
	FY 2022-23	FY 2023-24	FY 2024-25
Turnover			
Net Profit (Before Tax)			
Net Profit (After Tax)			

Note: The CA certified Turnover & Net Profit details are to be submitted. Please clearly mention the Net Profit – before & after tax separately.

The Net Profit (before tax) for the above financial years should be positive for each individual financial year.

I/ We hereby confirm that I/ We have read & understood the terms & conditions of the technical bid and confirm that the details furnished/ uploaded by us are accurate & correct.

Date: -----

Signature with Name/Designation of

Authorized Signatory and Rubber Stamp

DETAILS OF THE FIRM (A)**ANNEXURE III**

01	NAME OF TENDERING AGENCY / FIRM:
02	STATUS OF THE FIRM : PROPRIETORSHIP PARTNERSHIP OTHERS In case of other, please specify:
03	NAME OF OWNER / PARTNERS / DIRECTORS: 1. 2. 3.
04	FULL PARTICULAR OF OFFICE : ADDRESS: TELEPHONE NO. : MOBILE NO.: FAX NO.: EMAIL :
05	REGISTRATION DETAILS : PAN / GIR NO : GST REGISTRATION : REGISTRATION NO. OF FIRM :
06	DETAILS OF EARNEST MONEY DEPOSIT : UTR NO : DATE :
07	DETAILS OF BANK ACCOUNT: a. BANK NAME: b. BRANCH NAME : c. ACCOUNT NO. : d. IFSC CODE :
08	DOCUMENT ATTACHED : PROOF OF REGISTRATION / CERTIFICATE OF THE FIRM PROOF OF VALID REGISTRATION WITH STATUTORY AUTHORITIES FOR GST PERMANENT ACCOUNT NUMBER ALLOTTED BY INCOME TAX DEPARTMENT

ANNEXURE III (B)**EXPERIENCE & RUNNING CONTRACTS**

DETAILS OF SATISFACTORY PERFORMANCE / EXPERIENCE CERTIFICATE FROM PSU / GOVT. COMPANIES / OTHER COMPANIES WHERE THE TENDERER HAS WORKED DURING LAST THREE YEARS		
SR. NO.	NAME OF PSU / GOVT. COMPANIES / OTHER COMPANIES	PERIOD OF CONTRACT

Note: The vendor is required to upload the satisfactory performance / experience certificate from PSU / Govt. Companies / other companies where the tenderer has successfully completed the work order of similar nature & magnitude during last three years.

**SIGNATURE OF THE BIDDER OR HIS
AUTHORIZED REPRESENTATIVE SEAL OF
THE COMPANY**

MPGB, Head Office
Corporate Services Department

5.4 Annexure IV – Price Bid Compliance

Annexure-IV

FINANCIAL BID
Selection of Silver Coin/Plaque Manufacturer

Terms & Conditions:

1. Tenderer/ bidder to submit the price bid strictly as per the format provided.
2. Tenderer/ bidder to submit the price bid separately for the silver plaques as per the format prescribed.
3. Escalation of any kind in the accepted rate will not be permitted during the currency of the contract and no advance Payment will be made for any purpose.
4. The Bank will not compromise on the purity/quality of the silver. The successful Bidder will have to certify about the purity/quality of silver. Bank at any point of time may check the purity of the Silver Plaques.
If the purity of silver is not found to be as per specification then the supplier will have to make good the losses at his/their own cost/s. The contract will be terminated immediately without any obligation on the part of the Bank. Bank reserves the right to accept/reject any or all tender/s without assigning any reasons.
5. Price bid should include total cost of silver, making charges, labour charges, insurance, packing, forwarding, delivery, any other charges if any etc. and quotation should be duly signed by authorized signatory/ agent with stamp/seal of the Firm/Company.
6. Tender with counter conditions will not be entertained.
7. The proposed work of making & distribution/ supply of silver plaque has to be done for Head Office within a period of maximum 20 days from the date of receipt of Purchase Order.
8. The work will be awarded to finally selected bidder as per the criteria stipulated in the bid document subject to them agreeing to complete the work within the specified duration. Lowest bidder which has quoted the most competitive price of silver shall be awarded the work order which has emerged as L-1 bidder simultaneously having fulfilled all stipulated criteria, terms & conditions and agreed to make the supplies within the time lines of 20 days from the date of receipt of Purchase Order. Bank reserves the right to negotiate for all charges other than cost of silver that is making charges, labour charges, dispatch/ delivery, insurance & cost of box with L-1 bidder as per the market prevailing rate/ rate quoted for other charges by other bidders.
9. In case of a tie on quoted price at any level, bank reserve the right to choose single or both vendors and can decide to award the work in part amongst the two L-1 Vendors subject to fulfilling all stipulated criteria in the bid document.
10. The firm(s)/supplier(s) whose past performance has been found not satisfactory in the opinion of MPGB, then bank reserves the right to refuse the tender document or reject the tender while opening or evaluating the tenders. The decision of MPGB regarding performance evaluation will be final.

MPGB, Head Office
Corporate Services Department

5.4 Annexure IV (A) – Price Bid Composition

Annexure IV (A)

1) Details & Specifications of Silver Plaque

Sr No	Description	Specification
1	Weight of Silver Plaque	200gms
2.	Purity	99.5% Silver
3.	Dimension	11 Inches X 7.5 Inches
4.	Design of the Plaque	
5.	Embossing on the inner top (Round Shape)	IN RECOGNITION OF YOUR CONTRIBUTION TO THE GROWTH OF OUR BANK
6.	Sticker in the Centre	MPGB LOGO
7.	Engraving at the bottom	Not required
8.	Packaging	Velvet Box Packing There should be Proper Groove to fit the Plaque. The Inside Flap to have the logo of MPGB printed



INTEGRITY AGREEMENT
(To be executed on Rs. 500/- stamp)

Madhya Pradesh Gramin Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970 (Act no V of 1970) and having its Head Office at Indore, hereinafter referred to as “The Principal”, which expression shall mean and include unless the context otherwise requires, its successors in office and assigns of the First Part.

And

M/s. _____ Having its registered office at _____ hereinafter referred to as “The Bidder/Contractor”, expression shall mean and include unless the context otherwise requires, successors and permitted assigns of the Second part.

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
2. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced person.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

(1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption during any stage of bid process/contract. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

- a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or the other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans., technical proposal and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
- e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2). The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or act as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4- Compensation for Damages

(1). If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to earnest Money Deposit/Bid Security.

(2). If the Principal has terminated the contract according to Section 3, or the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5- Previous transgression

- (1). The Bidder declares that no previous transgression occurred in the last three years immediate before signing of this integrity pact with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprises or central/state government department in India that could justify his exclusion from the tender process.
- (2). If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in " Guidelines on Banning of business dealing".

Section 6- Equal treatment of all Bidders/Contractors/Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of integrity Pact by the Sub-contractor. Sub-Contractors should adhere to
 - i. Bank's Outsourcing Policy.
 - ii. Compliance of Bank's Acceptable Usage of IT Policy
 - iii. Adhere to confidentiality clause and clear assignment of liability for loss resulting from information security lapse in the vendor contract.
 - iv. Allow review of financial and operational condition of service provider with emphasis to performance standards, confidentiality and security, business continuity preparedness.
 - v. Permit Review of SLA and NDA with sub-contractors.
 - vi. Accept responsibility and liability as defined according to Information Security policy and procedures of the Bank.
 - vii. Ensure compliance with all relevant RBI guidelines
 - viii. Agree for VAPT / EAPT / Network / Infrastructure Audit of outsourced vendors / third party service providers if required by Bank
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all the Bidders who do not sign this Pact or violate its provisions.

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

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

Section 8- Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor Mr. Sunil Kumar Chourasiya, (email ID: sunilchourasia@hotmail.com) (Mob no.8004938936) and Mr. Rajesh Pratap Singh, (email ID: rps0085@gmail.com (Mob No. - 9868122209) for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under the agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Chairman, Madhya Pradesh Gramin Bank.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractor.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on „Non-Disclosure of Confidential Information” and of „Absence of Conflict of Interest”. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, Madhya Pradesh Gramin Bank and recues himself/herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non- binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairman, Madhya Pradesh Gramin Bank within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman, Madhya Pradesh Gramin Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman, MPGB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word ‘Monitor’ would include both singular and plural.

Section 09- Pact Duration

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

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

Section 10- Other provisions

This agreement is subject to Indian Law. Place of performance and jurisdiction is The “Place of award of work”.

- (1) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of to the extant law in force relating to any civil or criminal proceedings.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be valid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place.....
Date.....

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

5.6 Annexure VI- SERVICE LEVEL AGREEMENT
(To be executed on Rs. 1000/- stamp)

(Non-Judicial Stamp Paper of appropriate value)

This Agreement made on this the _____ day of _____ 2025 at _____ between

Madhya Pradesh Gramin bank, a body corporate, constituted under the Regional Rural Bank act 1976, having its Head Office at 204, Second Floor, C-21 Business Park, C-21 Square, Opposite Hotel Radisson Blu, MR-10, Indore (M.P.) (hereinafter referred to as the 'Bank' which expression shall include its successors and assigns).

AND

M/s. _____ a Company registered under the Companies Act, 1956/Partnership firm/Proprietorship concern (delete whichever not applicable), having its registered office at _____ (hereinafter referred as 'Vendor' which expression shall include its successors and assigns).

AND

THIS AGREEMENT WITNESSETH AS UNDER

WHEREAS The Bank is inter alia engaged in the business of banking and procures of Silver Plaques for various Regions located in MP; AND

WHEREAS, M/s.is vendors engaged in manufacturing of Silver Plaques and has now been contracted for procurement of Silver Plaques for the year 2025-26.

NOW THEREFORE, in consideration of the mutual covenants, undertaking and conditions set forth below and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged the Parties hereby agreed as follows:

1. Duration of the Contract

1.1 The Contract duration will be for a duration of one-year w.e.f. _____

(Date of SLA) unless terminated due to

- a) Vendor being terminated by the Bank on account of non-compliance of terms & Conditions or not meeting the timelines of delivery schedule; and
- b) Breach of terms of contract as mentioned in this agreement hereinafter.

2. Terms and Conditions

2.1 Tender with counter conditions will not be entertained.

2.2 Tender should be valid for at least 90 days from the due date specified. Quotation should be for total cost of silver and all other charges viz. making charges, insurance, packing, forwarding, delivery etc. and quotation should be signed by authorized signatory/ agent with stamp/seal of the Firm/Company.

2.3 It may be noted that once the order is accepted, you will be bound to execute it within the period specified and no request for increase in rate subsequently nor any excuse for not executing the order on account of any reasons will be entertained. Bank will not pay any advance.

2.4 If after the item is delivered, it is discovered that the material supplied/used, is not exactly according to our specification/quality stipulated, such supply will be rejected at the suppliers' cost.

2.5 Embossing on plaques should be as per the samples shown by us. Embossing of names on the plaques for the Retiree staff at Head office, Indore to be done on monthly basis.

2.6 The Bank need not necessarily accept the lowest tender and the decision of the Bank in this regard will be final. In addition to the prescribed limit, Bank reserves the right to ask for the Bank (performance) guarantee/collateral security which is commensurate with the size/ amount of order.

2.7 Vendors who would not affect supplies according to the delivery schedule will be liable for all damages/detriment or losses to the Bank and in case despite warning, they continue to be too late in deliveries, they may be disqualified for further inquiries/entrustment of work.

4. Non-Disclosure Clause (To be executed on Rs. 500/- stamp)

3.1 For the purpose of this agreement, the following definitions shall hold good

3.1.1 "**Confidential Information**" means and includes all data, documents and information disclosed or to be disclosed by either Party to other Party and its Representatives (as defined herein) (including information transmitted in written, electronic, magnetic or other form and also information transmitted orally or visually) and any and all information, in whole or in part, directly or indirectly, from such information including all notes, summaries, analyses, compilations and other writings. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records.

3.1.2 **Receiving Party** means the party who receives the confidential information and is obligated to keep it secret "Receiving Party" may use the information solely for and in connection with the Purpose.

3.1.3 "**Disclosing Party**" means party who discloses Confidential Information.

3.2 It is hereby agreed by and between the parties hereto as follows:

3.2.1 **Use of Confidential Information** - Each party agrees not to use the other's confidential information for any purpose other than specified. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.

3.2.2 The receiving party shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to and knowledge of the confidential information solely for the purpose authorized above. The Receiving Party may disclose confidential information to consultants only if the consultant has executed non-disclosure agreement with the Receiving Party.

3.2.3 The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing party's confidential information in violation of the terms of this Agreement.

3.2.4 Neither party shall make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval of the other party.

3.3 Exemptions

3.3.1 The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:

- a) Is already known to the Receiving party at the time of the disclosure without an obligation of confidentiality.
- b) Is or becomes officially known through no unauthorized act of the Receiving party.
- c) Is rightfully received from a third party without restriction and without breach of this agreement.
- d) Is independently developed by the Receiving party without use of the other party's Confidential Information and is so documented.
- e) Is disclosed without similar restrictions to a third party by the Party owning the confidential information.
- f) Is approved for release by written authorization of the disclosing party; or
- g) Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.

3.4 This Non-Disclosure clause shall be binding during the period of agreement. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof. The obligations of the receiving party respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

3.5 **Title and Proprietary Rights** - Notwithstanding the disclosure of any confidential information by the Bank to the Vendor, the Bank shall retain title and all intellectual property and proprietary rights in the confidential information. No license under any trademark, patent or copyright or application for same which are or thereafter may be obtained by the Vendor is either granted or implied by the conveying of confidential information.

3.6 **Return of Confidential Information** - Upon written demand of the disclosing party, the receiving party shall (I) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the receiving party has complied with the obligations set forth in this paragraph.

3.7 The Vendor shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, information relating to this Agreement or information received under this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the Bank.

3.8 The Vendor shall not reverse-engineer, de-compile, disassemble, or otherwise interfere with any software disclosed hereunder.

4. Procedure of work order - The following Procedure of work to be followed for supply or delivery of silver plaques to Head Office:

4.1 Purchase order shall be placed by the Head Office for Procurement of Silver Plaques for year 2025-26. The vendor will complete the supply within 20 days to the Head Office. The Vendor should issue 4 copies of delivery certificate duly signed by the CSD Manager after delivery.

5. Delivery and penalty for delay

5.1 Delivery of Silver Plaques to Head Office must be completed within the specified 45 days from the issuance of the purchase order. Non-completion of the work will involve penalty of Rs.1000.00 per incomplete Head Office per week or part thereof subject to maximum amount of Five (5) percent of the total consideration will be charged to vendor. This amount of penalty so calculated shall be deducted at the time of making final payment after successful delivery.

5.2 In event of delay being to the extent that penalty increases more than 5% of the contracted value, the Bank reserves the right to cancel the Work Order and forfeit the EMD/Security money deposit. In the event of such cancellation, the vendor is not entitled to any compensation.

6. Delivery and documentation

6.1 Delivery Silver Plaques to Head Office shall be made by the Vendor in accordance with the Head Office approval & purchase order and vendor shall abide by the terms & conditions contained in the tender document and SLA. The below mentioned documents shall be handed over by the vendor to the Head Office while handing over Silver Plaques. Payment will be released after handing of the above-mentioned documents. The details of the documents to be furnished by the Vendor are specified hereunder:

- a) Copies of Vendor's Invoice showing Contract number, Products description along with quantity, quantity, unit price, taxes, and total amount.
- b) Manufacturer's quality/purity wherever applicable.

7. **Acceptance Procedure:** On successful completion of delivery of silver plaques, delivery certificate signed by the Vendor and the representative of the Bank will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.

8. **Warranty:** The Vendor warrants that the products supplied under the Contract are new, unused, and as per the approved specifications. The Vendor further warrants that all the Products supplied under this contract shall have no defect, arising from design or from any act of omission of the Vendor that may develop under normal use of the supplied products in the conditions prevailing in India.

9. **Logistics & Support** - The Vendor shall ensure presence of adequate number of trained personnel in its administrative office to provide real time status of delivery positions. The vendor should have adequate arrangements of resources & manpower to ensure prompt & safe delivery of silver plaque. The vendor shall extend adequate support to Head Office for smooth tracking the dispatch/delivery/ receipt of silver plaque.

10. **Security**: All the employees of the vendor must always carry/display their identity cards for authentication without which they will not be allowed entry in the Bank. Vendor agrees that his personnel will at all times comply with all security regulations in effect from time to time at the Bank's premises and externally for materials belonging to the Bank.

11. **Payment terms for delivery**: Payment for the delivery shall be made by the Head Office as the case may be. Payments will not be released for any part-shipment or short-shipments. No advance shall be paid at the time of placing the work order.

12. **Performance review**: In case the performance is found to be unsatisfactory, contract will be terminated, and vendor shall be debarred from making any further enquiries and shall not be allowed to participate in any future tender process. Bank may also exercise option of levying penalty for such act of the unsatisfactory performance as deemed fit by the Bank.

13. **Prices**: Price will be strictly as per the contract awarded by the Bank. Prices shall be firm and not subject to change till completion of full work order awarded.

14. **Amendment in contract** - No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

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

16. Except as provided in the above clause, a delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

17. **Vendor's obligation** -The vendor will be responsible for arranging and procuring all relevant permissions / travel permits etc. through proper channel for transportation of the silver plaques to the location where delivery is to be done. The Bank would only provide necessary letters for enabling supplies of the same to various Head Office.

18. The Vendor will abide by the job safety measures prevalent in India including the insurance coverage of its staff and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence or during performance of any work in the Bank. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

19. **Termination for default:** The Bank, without prejudice to any other remedy for breach of Contract, by a written notice may terminate the Contract in whole or in part with immediate effect:

- a) If the Vendor fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or
- b) If the vendor fails to perform any other obligation(s) under the contract; or c) Laxity in adherence to standards laid down by the Bank; or
- d) Discrepancies/deviations in the agreed processes or
- e) Violations of terms and conditions stipulated in this RFP.

20.1 In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the Vendor, the Bank may procure, upon such terms and in such manner as it deems appropriate services like those undelivered, and the Vendor shall be liable to the Bank for any increase in cost for such similar services. However, the Vendor shall continue performance of the Contract to the extent not terminated.

20.2 If the contract is terminated under any termination clause, the vendor shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank. During the transition, the Vendor shall also support the Bank on technical queries/support on process implementation.

20.3 In case the contracted vendor backs out and refuses to work, the Security Deposit shall be forfeited, and the vendor will be debarred for 03 years from taking part in the future tenders floated by the bank. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit.

20.4 In the event of failure of the Vendor to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Vendor. The existing Vendor shall continue to provide services as per the terms of contract until a 'New Vendor completely takes over the work. During the transition phase, the existing Vendor shall render all reasonable assistance to the new Vendor within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services."

21. **Force majeure**

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

21.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

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

23. **Termination for Convenience:** The Bank, by written notice sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

24. Resolution of disputes

24.1 All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment, or breach of this contract), shall be settled amicably. If, however, the parties are not able to solve them amicably, party (THE BANK or Vendor), should give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) or shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws. Any appeal will be subject to the exclusive jurisdiction of courts at Indore.

24.2 The Vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Arbitration proceeding shall be held at Indore, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English."

25. Jurisdiction

25.1 **Applicable Law:** The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subject to the exclusive jurisdiction of courts at Indore, MP State. All dispute arising out of or connected with this contact shall be instituted in the Court of competent jurisdiction situated at Indore, MP State.

25.2 **Saving clause:** No suits, prosecution or any legal proceedings shall lie against the Bank or any employee of the Bank for anything that is done in good faith or intended to be done in pursuance of this agreement.

26. **Governing Language:** The governing language shall be English.

27. **Address for Notices:** A notice shall be effective when delivered or on effective date of the notice whichever is later. The following shall be the address of the Bank and Vendor.
Bank's address for notice purposes:

The General Manager,
Madhya Pradesh Gramin Bank,
Head Office - 204, Second Floor,
C-21 Business Park, C-21 Square,
Opposite Hotel Radisson Blu, MR-10,
Indore (M.P.) 452010

Vendor's address for notice purposes:

28. Taxes & Duties

28.1 The Vendor will be entirely responsible for all applicable taxes of Central / State Government license fees, road permits, GST etc. in connection with delivery of products at site including incidental services and commissioning.

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

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

28.4 The Vendor shall make his own arrangement for the engagement of all labour and shall be responsible for regulating their service and work conditions in conformity with all Acts, Regulations, Rules or Order of Competent Authority under relevant laws in force during the Warranty period. Vendor shall indemnify the Bank from all claims relating to Workers/Staff Salaries, Wages, Overtime, Leave, Provident Fund, ESI, Medical Facilities, Gratuity, Bonds or any other claim as applicable and stipulated in any Statutory provisions, rules or order of Competent Authority.

29. Liabilities & Indemnities

29.1 Vendor represents and warrants that the supply repair and maintenance service to be provided do not violate or infringe upon any patent, copyright, trade secret, or other proprietary right of any other person or other entity. VENDOR agrees that it will, and hereby does, indemnify the Bank from any claim, damages, loss, penalty etc., directly or indirectly resulting from or arising out of any breach or claimed breach of this warranty.

29.2 Vendor agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of any deficiency in Services rendered by the Vendor or breach of any obligations mentioned in clauses hereinabove, including without limitation, breach of confidentiality obligations or any acts of commission / omission on the part of employees, agents, representatives or Sub-Contractors of the Vendor.

29.3 The Vendor agrees to make good the loss suffered by the Bank on first demand made by the Bank in this regard which shall be final conclusive and binding on the Vendor.

29.4 Vendor further undertakes to promptly notify the Bank in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.

29.5 The Vendor shall indemnify and keep fully and effectively indemnified the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Vendor.

29.6 The Vendor hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of software/hardware deliverables within reasonable time. The Bank shall report as far as possible all material defects to the Vendor without undue delay. The Vendor also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.

29.7 Nothing contained in this Agreement shall impair the Bank's right to claim damages without any limitation for an amount equal to the loss suffered for non-performance of software/hardware / any other system.

30. Fraud & Corrupt practices

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

- a) "Corrupt practice" means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bank
- b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, to influence the award of contract.
- c) 'Coercive practice" means impairing, harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action during the contract.
- d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence; or (ii) having a Conflict of Interest; and
- e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Vendors with the objective of restricting or manipulating a full and fair competition.

30.2 The Vendor and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the contract. Notwithstanding anything to the contrary contained herein, the Bank shall blacklist for a period of 03 years, without being liable in any manner whatsoever to the Vendor, if it determines that the Vendor has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in execution of the contract.

31. Authority to Execute the Contract

Each person executing this Agreement warrants and represents that he or she has the authority to enter into this Agreement on behalf of the party whose name appears below their signature.

In witness whereof, the parties hereto have set their hands through their authorized

signatories. SIGNED:

For and on behalf of BANK

For and on Behalf of M/s.....

Price Bid Format for Silver Plaque

Estimated Cost of Silver Plaque of 200gm including velvet box, delivery GST		
Sr No.	Description of Items	Total Quotation for 100 Plaques
1	Silver Plaques with 99.5% Purity (Including packaging, delivery & all other costs)	

5.7 Annexure VII– Documents to be Submitted:

S.no	Documents to be Submitted	Name of Document Submitted
1	NIT Document- All pages uploaded by the bank before bid submission duly signed and stamped	
2	Letter of Acceptance	
3	Bidder's Profile as per Annexure-II	
4	Technical Bid Compliances in the form of Annexure III, III (A), III (B) and	
5	Proof of deposit of EMD amount / copy of BG / Proof claiming exemption	
6	Pre-Contract Integrity pact as per Annexure-V	
7	Proof of Registration / Certificate of firm Copy of Articles and Memorandum of Association/ Partnership Deed, LLP, if any, should be attached. In case of Article/ Memorandum of Association, the scope of work must indicate "Manufacturer & supplier of Silver Items" as business of the firm. Please also attach-	
8	i. Copy of Certificate of Incorporation (For Private/ Public Limited Company) ii. Copy of GST registration. iii. Copy of Certificate of Commencement of Business (For Public Limited Company) iv. Complete profile of the organization should be provided.	
9	Financial Position : (Financial Statements – Audited B/S & P/L Account must be furnished for each Financial Year separately, latest Income-Tax Returns, GST Returns and PAN Card) (Ref. Annexure 1G).	
10	Proof of Valid registration with statutory authorities for GST	
11	Proof of Experience Certificates : The vendor is required to upload the satisfactory performance / experience certificate from PSU / Govt. Companies / other companies where the tenderer has successfully completed the work order of similar nature & magnitude during last three years. These certificates should have been issued from the concerned authority/ies of the institution for which work order has been successfully completed.	
12	CA certified Annual Turnover	
13	CA certified Net Profit (Before Tax)	
14	CA certified Net Profit (After Tax)	
15	Miscellaneous – Any other document that bidder wishes to upload	