



उत्तर प्रदेश ग्रामीण बैंक

UTTAR PRADESH GRAMIN BANK

(सरकार के स्वामित्वातीन अनुमोदित बैंक)
(Scheduled Bank Owned by Government)

UPGB/ROGKP1/PE/2025-26/52

Date: 11.11.2025

Tender for Supply & Installation of Flex material for Signage at Various Branches & Offices of Regional Office Gorakhpur-1

ADDRESS OF THE REGIONAL OFFICE: GORAKHPUR 1, BUDDH VIHAR COMMERCIAL SCHEME, TARAMANDAL, GORAKHPUR, UP-273016

Date of Commencement of tender	11.11.2025
Date of Pre-Bid Meeting	21.11.2025, 11:00 AM through Virtual Mode
Place of Pre-Bid Meeting	Through virtual Mode, interested bidders may email us on rogkpu@barodauprrb.co.in for their participation up to 20.11.2025 till 5:00 PM
Last date and time for submission of Bids	01.12.2025 till 03:00 P. M.
Last Date of Submission of EMD	EMD should be submitted in physical mode at Regional office GORAKHPUR I BUDDH VIHAR COMMERCIAL SCHEME, TARAMANDAL, GORAKHPUR, UP-273016, Before last date of submission of bid.
Contact Details	Varunendra Nath Shukla 9305107382

Note: This is two packet bid namely as Technical Bid and Financial bid. Bidders submitting their bids must ensure to prepare two different envelopes clearly superscribing Technical Bid and Financial Bid, and both of these envelopes must be kept in Single sealed envelope clearly superscribing "Tender for Supply & Installation of Flex material for Signage at Various Branches of Regional Office (Gorakhpur-1)".

Regional Manager
Region- Gorakhpur I



Notice Inviting Tender

Tenders are invited through for Supply & Installation of Flex material for Signage at Various Branches of Regional Office Gorakhpur-1

Regional Office, Gorakhpur-1 invites sealed applications from eligible firms for Supply & Installation of Flex for Signage Boards in Branches/Offices of the Bank

1. Interested bidders are advised to go through the entire RFP before submission of bids to avoid any chance of elimination. The eligible bidders desirous of taking up the project for providing of proposed services for the Bank are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion. The RFP seeks proposal from bidders who have the necessary experience, capability, and expertise to provide the Bank the proposed services adhering to the Bank's requirements outlined in this RFP.

2. The other details and schedule of the events of the tender are as under:

Table A

S. No.	Particulars	Details
1.	Tender ID	UPGB/ROGKP1/PE/2025-26/52
2.	Name of Work	Supply & Installation of Flex material for Signage at Branches of Regional Office Gorakhpur-1
3.	Earnest Money Deposit (EMD)	<p>Rs. 20,000/- (Rupees Twenty Thousand Only).</p> <p>Bidders can submit the EMD in the form of DD/Bank Gaurantee/Banker's Cheque from any Scheduled Commercial Bank in favor of Uttar Pradesh Gramin Bank payable at Regional Office Gorakhpur-1</p> <p>The same should be valid for 90 days beyond the bid validity.</p>
4	Security Deposit	5% of the contract Value or actual work amount whichever is higher. Retention Money @5% shall be deducted from each bill amount till the total Security deposit reaches 5% (including EMD).
5	Performance Bank Guarantee	5% of Total Contract value for 62 months (60 months of warranty period and 2 months additional period) from any Scheduled Commercial Bank.
6	Defect Liability Period	Complete Warranty Period i.e. 5 years from date of completion of work.
7.	Last date and time for Receipt of written queries for clarification from bidders in Pre-bid Meeting.	20.11.2025 till 5:00 PM
8.	Date of posting of Clarifications on the Bidder's queries.	24.11.2025

9.	Last date & time for submission of Technical Bid and Price Bid.	01.12.2025 till 03:00 P. M.
10.	Date and Time of Opening of Technical Bid	01.12.2025, 03:30 P.M.
11.	Date and Time of Opening of Price Bid	08.12.2025, 03:30 P.M.
12.	Selection procedure	As per RFP
13.	Validity for Offer/Bid	Rates shall remain valid for a period of 90 days from the date of agreement between the Bank and the successful bidder.

03. There should not be any deviation or assumption in terms and conditions as have been stipulated in this tender document. Conditional tenders shall be summarily rejected. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid. For purposes of this clause, a responsive Bid is one, which conforms to all the terms and conditions of the tender in Toto, without any deviation or assumption.
04. In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.
05. The Bank reserves its right to change the dates mentioned in this Tender document, which will be posted through bank's website.
06. Please note that all the information desired need to be provided. Incomplete information may lead to non-consideration of the proposal.
07. The information provided by the bidders in response to this tender document will become the property of Uttar Pradesh Gramin Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this Tender and all amendments will be advised to the bidders and such amendments will be binding on them.
08. This RFP documents shall not be transferred, reproduced, or otherwise used for purpose other than for which it is specifically issued.
09. Bank reserves its right to accept or reject any or all the tenders, either in whole or in part without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.
10. Any corrigendum / addendum in the matter will be published only on bank's website mentioned hereinabove.

Basic Information for Eligibility

1	Name of the Organization	
2	Full Postal Address of Organization with Pin Code	
3	Contact Details: (i) Name of Contact Person (ii) Phone No. (iii) Mobile No. (iv) E-mail ID
4	Year of Establishment (Enclose certified copies of documents)	
5	Constitution of the Bidder (Enclose certified copies of documents)	Sole Proprietorship/Partnership Firm/ Private Ltd./ Public Ltd./LLP/ Any other (Please specify)
6	Whether registered with the applicable registration authority. For instance, Registrar of Companies / Registrar of Firms (Enclose certified copies of documents)	
7	Registration with Government Authorities (Enclose certified copies of documents)	
	A. Income Tax (PAN No)	
	B. Goods & Service Tax No. (GST)	
	C. MSME Registration No. if applicable	
8	Names of Directors/Partners/Associates/ Proprietor	
9	C.A certificate for average yearly turnover of minimum Rs. 500000/- of the firm/bidder during last 03 F.Y. In case audited Balance sheet of F.Y 2024-25 is not finalized, bidder shall provide provisional Balance sheet duly signed by C.A	2022-23: 2023-24: 2024-25:
10	Details of Similar works* completed in last three years (as per Proforma -1)	
	• 3 similar work not less than • 2 similar work not less than • 1 similar work not less than	• Rs 400000.00* • Rs 500000.00* • Rs 800000.00*
11	Detailed description and value of works on hand (Proforma-2)	
12	Other infrastructural information to be used/ referred for this project (Proforma-3)	
13	Mention if blacklisted and/or blacklisting proceedings pending with any client. Details of the same, with reasons, to be furnished.	
14	Whether any penalty imposed by Law Enforcing Agencies such as Labor Department, GST etc.	Yes/No
15	Whether the bidder has been barred from participating in any bidding process or kept in cooling period / under	Yes/No

	suspension by any client, during the last 3 years, ended on 31/03/2025. If yes, please provide details thereof, with reasons.	
16	Declaration of near relatives of UPGB employee	
17	Tender Form	

* Similar work means New External Glow Sign Boards, Flex, Vinyl & External Glow Sign Boards or other Branding material works of same nature /magnitude carried out in last three years.

Signature of the applicant
with seal

Date:

Place:

INSTRUCTIONS TO BIDDER

1. Purpose:

UTTAR PRADESH GRAMIN BANK, Regional Office, GORAKHPUR-1 invites sealed applications from eligible firms in the prescribed format for Supply & Installation of Flex material for Signage at Branches of Regional Office GORAKHPUR-1

2. Invitation:

The bidders desirous of taking up the project for providing above services for the Bank are invited to submit their technical and commercial proposal in response to this Tender. The criteria and the actual process of evaluation and subsequent selection of the Successful Bidder will be entirely at the Bank's discretion. We seek proposals adhering to the Bank's requirements outlined in this tender, from bidders who have the necessary experience, capability & expertise to provide services adhering to the Bank's requirement outlined in this Tender.

This Tender document is not an offer by the Bank, but an invitation to receive responses from the Bidders. No contractual obligation whatsoever shall arise from the Tender process unless and until a formal contract is signed and executed by duly authorized official(s) of the Bank with the Successful Bidder.

3. Eligibility Criteria:

Bid is open to all Bidders who meet the eligibility criteria as mentioned herein in the RFP as per annexures and application Form. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP.

- Bidder should have their office / branch office in Uttar Pradesh.
- The bidders should be either original manufacturers (OEM) of flex used in signage or their authorized dealers or established converters of the flex. The Bidder to submit proof in this regard. **Joint Venture establishment is not allowed to participate in this RFP and their credentials for evaluation shall not be considered.**
- In Case of non-OEM, Bidder shall have to furnish a certificate (from original manufacturer) that the flex used in the boards meet the stipulated specifications as furnished in this bid document. In addition, bidder shall also have to furnish a five years warranty (as detailed in the Technical Specifications in this document) from the original manufacturer for the flex that will be used in the signage.
- Authorization letter from principal manufacturer of fascia materials (i.e. Flex in OEM's prescribed Performa).
- Self-attested Satisfactory Performance certificate for similar work executed.
- Bank reserves the right to cross verify the information/certificate submitted by the bidder independently. The bidder expressly agrees to execute all assistance and permission in doing so.

4. **Disclaimer:**

- i. This RFP is not an offer by Uttar Pradesh Gramin Bank, but an invitation to receive responses from the eligible Bidders.
- ii. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.
- iii. The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of Uttar Pradesh Gramin Bank, is subject to the terms and conditions set out in this RFP.
- iv. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP 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 contained in this RFP and where necessary obtain independent advice /clarifications from us through email. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- v. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- vi. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- vii. The Bidder is expected to examine all instructions, forms, terms & conditions, scope of work and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- viii. Any effort by the bidder to influence the Bank in the bid evaluation, bid comparison, or contract award decisions may result in the rejection of its bid.

5. **Bid Integrity:**

Willful misrepresentation of or concealment any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of the Bank. The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

6. Clarifications & Amendments on RFP:

- i. Query or representation on email will only be entertained.
- ii. Bidder requiring any clarification on RFP may notify the Bank through email, within the date and time as per RFP.
- iii. The queries received from interested bidders will be replied by the Bank thereof (without identifying source of query) and will be answered via email.
- iv. The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the email regularly till the date of submission of Bid document specified in the Schedule of Events/email and ensure that clarifications/amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments /clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. The Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking any clarification(s) and / or amendment(s) into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is or will be, as the case may be, intended to relieve Bidders from forming an independent understanding in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.
- v. No request for change in terms and conditions, other than what may be carried by the Bank way of any addenda / corrigenda or clarifications issued in connection thereto, will be entertained. Queries in this regard, will not be entertained.
- vi. Bank is not responsible for non-receipt of bids within stipulated time and date due to any unforeseen reasons. Bidder has to submit bids on the Regional Office address and only physical delivery shall be entertained.
- vii. The Bank shall have the right to cancel the tender process at any time prior to award of contract, without thereby incurring any liabilities to affected bidders.
- viii. Any changes in RFP including amendments in bid submission dates, corrigendum will be posted on bank's website. No notice / communication in this regard will be done through print media additionally.

7. Contents of Bid Document:

- i. All the parts of this tender documents i.e., Tender Notice, General Condition of the Contract and Instructions to the Bidders, Special terms & conditions, General Terms and Conditions, Scope of work, Offer Letter, Annexures etc. shall constitute part of the contract document.
- ii. The Bidder must study / analyze and properly understand the contents of this RFP, its meaning

and impact of the information contained therein.

- iii. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect will be at the Bidder's risk and responsibility and the same may result in rejection of its Bid.
- iv. The Bid documents prepared by the Bidder, as well as all correspondences relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- v. All the required documents should be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature. The bidder should submit a copy of board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the tender document.
- vi. The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.
- vii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order.

8. Submission of Technical Bid:

- (i) The bidders are advised to submit required documents on the Regional Office address before the end date and time of submission of bid as mentioned in the NIT hereinabove. All the required documents should be signed / stamped by the authorized person(s) before submitted the bids.
- (ii) Technical Bid not accompanied by any one or more documents mentioned in this RFP shall be liable to be summarily rejected and the price bid of such bidder will not be opened.
- (iii) Bidders not complying with guidelines by Bank shall be summarily rejected and the price bid of such bidder will not be opened.

Note: Financial Bid related information must not be shared in Technical Bid related documents.

9. Submission of Price Bid:

- (i) The bidders are advised to quote their rates on bids before the end date and time of submission of bid as mentioned in the NIT. The bill of quantities for reference purpose is placed at Financial Bid Format.
- (ii) The rate should be quoted in Indian Currency only.

- (iii) The rate quoted by the bidder shall remain fixed and shall cover and include wages to the laborers, supervisors, equipment deployed, transportation charges and all statutory levies, applicable taxes, EPF, ESI, and any other statutory component as per the Central Government – For instance, the Minimum Wages Act, 1948 etc., including Goods & Service Tax (GST).
- (iv) The bidder shall ensure that they are fully conversant with the flex related job in question as well as with expected the business activities and its related activities requirements for the work specified, before submitting the price bid.
- (v) The rates quoted in the tender shall include all charges for clearing of site before commencement as well as after completion. The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to exchange variations, Labor conditions, fluctuations in railway freights or any conditions whatsoever. Bidder must include in their rates charges for transportation.
- (vi) The financial bid or rate quoted shall be inclusive of all charges and costs related to the supply and installation of flex material and also include Taxes, Duties, Freight, Insurance, Delivery, Installation, etc related expenses and also include 5 years warranty from OEM . Minor works associated with the supply and installation of flex, such as removal of previously installed flex, shall be included in the quoted rates, for which no separate payment shall be made. Financial Bid rates should be deemed to include all minor allied works, no separate payment shall be made for such items. Any major additional job, if required, shall be undertaken by the vendor only after prior scrutiny and confirmation by the Regional Office that such work is necessary at the particular site. Cost of that particular work, if any, will be treated separately at the Regional Office level.

10. Modification and Withdrawal of Bids:

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

No modification in the Bid shall be allowed, after the deadline for submission of Bids.

No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder and other action as per terms of RFP.

11. Cost of Bid Document:

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including preparation, copying, and associated with any demonstration or presentations which may be required by the Bank, or any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

12. Evaluation of Technical Bid:

The Technical Bids of all the bidders will be evaluated as per the Eligibility Criteria. On the basis of

this evaluation the bidders will be shortlisted for opening of Price Bid.

13. Award of Contract:

L-1 bidder will be decided on total cost as given in Financial Bid .Bank may split the work in ratio of 60:40 or in ratio of 50:30:20 amongst L1 and next two bidders who agree to match the rates and specifications of L1 as approved and agreed between the Bank and L1 (hereinafter referred as agreed rates). The offer to bidders to match agreed rates and specification shall be in the ascending order of rates quoted i.e. offer would be given first to L2 then L3 then L4 and so on. The process will continue till the first bidder (in case work is to be split in ration of 60:40) or first two bidders (in case work is to be split in the ratio of 50:30:20) in ascending order of rates quoted accepts to work at the agreed rates. If no other bidder agrees to work at agreed rates then complete work would be awarded to L1. The Security Deposit, either in whole or in part thereof, shall be forfeited in the event of the Agency's failure to observe/comply any terms of this RFP or subsequent agreement / or non-compliance with the conditions of the Contract.

14. BID SECURITY/EARNEST MONEY DEPOSIT (EMD)

- A) Bidders are required to provide an Earnest Money Deposit (EMD) of an amount as mentioned in table [A]. EMD must be submitted in physical before end date and time at Uttar Pradesh Gramin Bank, Regional Office GORAKHPUR-1, BUDDH VIHAR COMMERCIAL SCHEME, TARAMANDAL, GORAKHPUR, U.P-273016. Physical copy of EMD will not be accepted after due date and time and Bank may reject the bid. The proof of same is required to be submitted along with bid documents. The Bank may reject the bid of concerned bidder if they fails to provide the EMD.
- B) Bid submitted without the Earnest money deposit will be rejected. Non-submission of Earnest Money Deposit in the format prescribed in RFP will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned by the Bank within two weeks from closure of the Tender. No interest shall be paid on Bid security deposit to unsuccessful Bidders. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee/ Security Deposit.
- C) Exemption from submission of EMD shall be given to bidders, who are Micro and Small Enterprises (MSEs) / Startups. The bidders who are MSE has to submit necessary document issued by NSIC and the bidders who are startups has to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of submission of the tender documents.

MSEs/startups firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD exemption. Bidder has to submit a "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity of the bid, they will be suspended for 6 months.

15. FORFEITURE OF EMD:

Bank reserves its right to cancel the order and forfeit the EMD if,

- a. Security Deposit is not submitted within the stipulated time.
- b. Additional security deposit, if any, is not submitted as per tender provisions.
- c. Agreement is not entered into within stipulated time.
- d. If the bidder withdraw his Bid during the period of Bid validity specified in this RFP.
- e. The tender is accepted by the Bank, but the bidder(s) fails to enter in to the contract.
- f. Fails to commence the work within the stipulated time.
- g. If a Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of contract.

16. SECURITY DEPOSIT:

Security deposit shall consist of EMD and Retention Money. Retention money @5% shall be held by the Bank from the Bill amount till the total security deposit become 5% of the actual work amount or the contract amount whichever is higher. The same shall be release after completion of DLP.

17. Performance Bank Guarantee:

- a) The successful bidder shall provide a Performance Bank Guarantee (PBG) within 7 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided under Annexure (7). The value of PBG should be 5% of the total contract value, valid for entire period of the contract period including DLP of Five years plus 2 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a Scheduled commercial Bank only, Other than Uttar Pradesh Gramin Bank.
- b) In the event of non-performance of obligation or failure to meet terms of this Tender or subsequent agreement, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the bidder. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the bidder should be included in the remaining amount of the contract value.
- c) The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.
- d) If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the bid security amount/ EMD provided by the bidder, will be forfeited.

18. Service Level Agreement and Non-Disclosure Agreement

- a) The successful bidder shall execute a Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) (As per Annexure 6), which contains all the services and terms and conditions of the services to be extended as detailed herein. The successful bidder shall execute the SLA and NDA and provide the same along with acceptance of Work Order.
- b) All the expenses related to execution of the document such as the applicable stamp duty and registration charges if any, shall be borne by the successful bidder.

19. ASSIGNMENT, SUBLETTING AND BIDDER(S)'S SUPERINTENDENCE:

The bidder shall not entrust or engage or indirectly transfer assign or share any part of the contract or interest therein without the written consent of the Bank and no undertaking shall relieve the Bidder(s) from the responsibility under this RFP / contract and form active superintendence of the work.

In case of breach, the Bank shall be at liberty to terminate the contract forth with along with forfeiting of the EMD and invoke the bank guarantee.

20. PRICE VARIATION CLAUSE:

No escalation will be allowed during the contract period.

21. LOCAL LAWS, ACTS, REGULATIONS:

The Bidder(s) shall strictly adhere to all prevailing Labour laws including of Contract Labor Regulation and Abolition Act, 1970 and other safety regulations. The Bidder(s) shall comply with the provision of all Labor legislations including the latest requirements casted by all laws, directions and guidelines that are applicable for carrying out the Services / Work, including without limitation.

The Bidder(s) shall be liable to pay all such sum, or sums that may become payable as Wages, contribution, compensation, penalty, fine or otherwise, which the provision of the said acts, to or on behalf of any workmen employed by the Bidder(s) by an authority empowered under the relevant Act.

Any cost incurred by the Bank in connection with any claim or proceedings under the said acts or in respect of loss, injury or improper performance of this Contract by the Bidder(s) or his workmen and any money which may become payable by the Bank shall be deductible by the Bank or may be recovered by the Bank from the bidder(s) in any manner available under applicable law.

The Bidder(s) shall keep the Bank indemnified and harmless against claims, if any, of the workmen, agents, representatives, Contractors and all costs and expenses as may be incurred by the Bank in connection with any claim that may be made by any such workmen, agents, representatives, Contractors etc.

22. COMPLIANCE WITH ALL STATUTORY REQUIREMENTS:

The Bidder(s) shall comply with all statutory requirements prescribed by the local as well as state/central government authorities from time to time and submit required proof of compliance to the Bank as and when required. The bidder(s) shall produce all the relevant statutory documents for inspection by the Bank and the Government Authorities.

The Bidder(s) shall give all notices required under the said act, rules, regulations, and byelaws etc. and pay applicable fees payable to such authority/ies. Bidder(s) shall also indemnify, hold harmless and protect the Bank and its Employees against any liabilities and / or claim arising out of violation of any such laws, ordinances, orders, and decrees and shall defend all actions arising from such claims or liabilities.

If the Bidder(s) performs any act which is against the law, rules, and regulations, he shall meet all the costs and consequences arising there from and shall indemnify and hold harmless the Bank, against any legal actions arising therefrom.

23. TAXES AND DUTIES:

- i. Bidder(s) shall be liable to pay all corporate taxes and income tax, State Govt. Taxes, etc. as applicable, that shall be levied according to the laws and regulations applicable from time to time in India and the price e-Bid by Bidder(s) shall include all such taxes incidence in the quoted price. Bidder may consider future incidental taxes, charges as such whilst quote of price e-bid. However, Bank will pay GST on invoices as statutorily applicable.
- ii. All expenses, stamp duty and other charges/ expenses in connection with this RFP and the execution of the Agreement, shall be borne by Bidder(s). The Agreement/ Contract would be stamped as per UP Stamp Act, 1958 and any amendment thereto.

24. Termination

- a) Bank reserves the right to terminate this Tender at any stage without any notice or assigning any reason.
- b) At any time during the course of the Tender process or before the award of contract or after execution of the contract that one or more terms and conditions laid down in this Tender Document has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information, Bank may terminate his contract and may invoke performance bank guarantee or forfeit the security deposit as the case may be. Further Bank may impose such restriction/s on the defaulting bidder as it deemed fit.
- c) After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same, In such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance of the contract

25. Right to Reject Bids

Bank reserves the absolute and unconditional right to reject the response to this Tender if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. The bid is liable to be rejected if:

- a) It is not in conformity with the instructions mentioned in the Tender document.
- b) It is not accompanied by the requisite Earnest Money Deposit (EMD).
- c) It is not properly or duly signed.
- d) It is incomplete including non- furnishing the required documents.
- e) It is evasive or contains incorrect information.
- f) There is canvassing of any kind.

Further Bank reserves the rights to:

- a) Reject any or all responses received in response to the Tender
- b) Extend the time for submission of all proposals
- c) Cancel the Tender at any stage, without assigning any reason whatsoever.
- d) Visit the place of work of the bidder
- e) Conduct an audit of the services provided by the bidder.
- f) Ascertain information from the Banks and other institutions to which the bidders have

rendered their services for execution of similar projects.

g) Revise any part of the tender document, by providing a written addendum at any stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website.

26. Payment Terms:-

a) 95% of contract amount or actual work amount whichever is higher will be paid after satisfactory completion of work.

b) Balance 5% after defect liability period of 5 year (i.e Warranty Period) after completion of work.

c) Payment will be released by Regional Office against receipt of original invoice and OEM Warranty.

d) The Bank will pay invoice within 30 days from the date of receipt of invoice or OEM warranty whichever is later.

PROFORMA-1
LIST OF PROJECTS EXECUTED BY THE ORGANISATION DURING THE LAST 3 YEARS (as on 31.03.2025)

Notes:

1. Information has to be filled up specifically in this format. Please do not write remark “As indicated in Brochure”.
2. Date shall be reckoned from the date of advertisement

SI No	Name of work/ project with address.	Name & full postal address of the owner. Specify	Contract Amount (Rs.)	Stipulated time of completion (Months)	Actual time of completion (Months)	Any other relevant information. Actual amount of the Project, if increased, give reasons.	Enclose client's certificate for satisfactory completion.
1	2	3	4	5	6	7	8

3. For certificates, the issuing authority shall not be less than an Executive In charge.

Seal & Signature of Tenderer

PROFORMA-2
LIST OF IMPORTANT WORKS IN HAND

Sl . no	Name of work/ project with address.	Name & full postal address of the owner.	Contract Amount (Rs.) (for similar work only) with copy of Work Order & completion certificate	Stipulated time of completion (Months)	Present status of the project	Any other Relevant information.
1	2	3	4	5	6	7

Note:-

Information has to be filled up specifically in this format. Please do not write remark “As indicated in Brochure”.

Seal & Signature of Tenderer



(सरकार के स्वामित्वाधीन अनुसूचित बैंक)
(Scheduled Bank Owned by Government)

PROFORMA-3

Details of Infrastructure in Office

Sr. No.	Items	Numbers	Details
1	Office Premises, Area, etc		
2	Telephone /Mobile No		
3	Printing Machines		
4	Other instruments/Machinery for carrying out the work		
5	Software used for planning.		
6	Any other information		

I/We confirm that to the best of our knowledge this information is authentic and accept that any deliberate concealment will amount to disqualification by the Bank at any stage.

Seal & Signature of Tenderer

TENDER FORM

(To be submitted duly typed, signed by the Authorized Signatory on the Letter Head of the Bidder in Original along with Technical Bid document.)

Tender for Supply & Installation of Flex material for Signage at Branches of Regional Office GORAKHPUR-1

Regional Manager
Uttar Pradesh Gramin Bank,
Regional Office GORAKHPUR-1,

Dear Sir/Madam,

1. I have examined the terms & conditions, scope of work etc. of the tender for the captioned work and examined the site of the works specified in this document and having acquired the requisite information relating thereto and affecting the tender. I/We hereby offer to provide the works / services in accordance with all respect with the terms and conditions, scope of work, conditions of contract etc. as has been provided for in this RFP documents.

a	Description of work	Tender for Supply & Installation of Flex material for Signage at Branches of Regional Office (GORAKHPUR I)
b	Earnest Money	Rs. 20000/-(Rupees Twenty Thousand Only)

2. I / we hereby agree to abide by and fulfil the terms and provisions of the said conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to Bank, the amount mentioned in the said conditions.

3. I/we have submitted a sum of Rs. **20000/-(Rupees Twenty Thousand only)** as Earnest Money Deposit (EMD) with Bank. Should I/We do fail to execute the contract when called upon to do so; I/We hereby agree that this sum shall be forfeited by me/us to Bank.

4. We understand that as per terms & conditions of this tender, the Bank may consider accepting our tender in part or whole supply and installation of Flex material. We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of Bank deciding to drop any of the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us on our approved rates and within the stipulated time limit without any extra claim for price escalation as per Terms & Conditions of this tender.

5. We, hereby, also undertake that, we will not raise any claim for any escalation in the prices during the currency of contract or thereafter.

6. Further, we confirm that we are eligible to quote this tender. In case any information is found incorrect at any subsequent point of time, our tender may be annulled / rejected by Bank, including taking any action against us as deemed fit.

7. I / We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in this RFP document.

We have read and understood all the terms & conditions, and scope of work of the tender and accept the same.

Signature of the Bidder with Seal

GENERAL CONDITIONS OF CONTRACT:

1. The bidder shall have necessary infrastructure to undertake the work.
2. Bank at its discretion may get the testing of material used for providing the signage done by any Government Testing Centre / National Test House/IITs/NABL certified lab etc. The bidder while quoting the rates shall take into account this requirement and quote the rates accordingly. No separate charges will be paid for providing such samples. If the sample fails to satisfy the specifications, no payment will be made to the vendor towards the cost of such works carried out.
3. Signage converter or contractor shall be liable to pay penalty @ 1 % per week of the contract amount or part thereof for delay in not adhering to the time schedules.
4. The bidder shall provide and ensure everything necessary for the proper execution of work according to the intent and meaning of the provided guidelines of work, schedule of quantities and specifications taken together whether the same may or may not be particularly shown or fully described therein provided that the same can be reasonably inferred there from and if the bidder finds any discrepancies therein he shall immediately and in writing, refer the same to the Bank whose decision shall be final and binding.
5. Any authorized representative of Bank shall at reasonable times have free access to the works and/or to the workshops, factories or other places where the signage are being manufactured. Such inspection may be carried out even after the signage are installed. Bank also will have the right to get a technical audit and inspection carried out through external/internal as well as statutory agencies like the Central Vigilance Commission. The contractor/ the supplier shall give all reasonable facilities and make all arrangements for carrying out such inspections. During such inspection, the quantity and quality of the signage may be checked to ensure compliance with the specifications laid down. The supplier shall give every facility to the Bank or their authorized representatives necessary for inspection, examination and testing the quality and quantity of materials and workmanship.
6. As a result of the inspections conducted by the Bank or inspecting officials, internal or external agencies like CTE of CVC if it is found that the work is not being or has not been carried out in accordance with the specifications and conditions, such lots shall be liable to be rejected even if they were accepted or paid earlier. However, at the discretion of the Bank, the supplier may be permitted to re-do the improper work and rectify the defects and deficiencies at his own cost. On account of such permission to re-do the work, the supplier is not entitled to claim for extension of time or waiver of penalty or any compensation or relief whatsoever.
7. If as a result of any such inspections any overpayment is detected, the Bank shall be at liberty to recover the amount overpaid from any money that may have become or that will become due to the supplier or from the Performance Guarantee, notwithstanding any certification given or payment made already.
8. The Bank reserves the right to get the samples of flex materials tested from independent testing agencies and their test results shall be binding. The bidders should submit samples of flex materials as and when required by the Bank.

9. The specification of materials like flex material shall be as per the branding manual and no deviation is allowed in any circumstances.
10. On completion of the work at the site, the signage providers / their converters shall remove all the materials, tools, equipment and ensure the surroundings are clean and any debris, unwanted, unused materials are cleared from the site and disposed suitably. Any cost incurred by the Regional Office for noncompliance of the above shall be recovered from the payments due.
11. Payment will be made after satisfactory completion of work. The signage provider on completion of work should submit his bill in duplicate once in 15 days to the Regional Office along with a confirmation from the branch / office for having completed the work. The bill shall be accompanied by 5 year warranty certificate for flex materials by the original manufacturer. Applicable Tax deduction at source (TDS), if any, as per relevant provisions of Finance Act from time to time and Works Contract Tax, if applicable, will be deducted at the time of releasing the payments. Bill payment will be made at Regional office level within a period of 30 days from the date of receipt of bill along with required documents mentioned in the bid.
12. The flex should be warranted by the original manufacturer for a period of five years from the date of completion against yellowing / graying of flex, plasticizer migration, wicking of flex, fungus or mildew formation, fading, shrinkage, cracking and crazing. The warranty should be applicable for all Indian weather and dust conditions without any sub clauses for high Traffic areas / high Pollution areas / high temperature areas. This warranty for the flex shall be made available from the original manufacturer of flex. Documentary proof by way of original letter of undertaking addressed to the Bank by the principal/principal manufacturer shall be submitted along with the document and also a certificate that the flex used in the board meets the stipulated specifications as furnished in the bid/RFP document. If any defects or deficiencies are noticed in the Flex during the warranty period, the entire fascia of the signboard will have to be replaced with a new one. All expenses in this connection will have to be borne by the bidder.
13. Invoice, all warranty certificates, measurement details, and other documents to be submitted to respective Branch/ Office Head after completion of installations.
14. Design/Draft will be approved by the Bank. Approved sample will be printed accordingly across the Bank or area specific wherever required.
15. Regional Office can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can be increase or decrease up to 25 percent. Bidders are bound to accept the revised quantity or duration.
16. Installation of the flex must be concluded within 15 days of intimation by the branch/regional office.
17. You will also be required to carry out other minor works related to the supply and installation of flex, such as removal of previously installed flex, etc., for which no separate payment shall be made.
- 18. Size provided in Financial Bid Format (Annexure 4) is just indicative. However, actual sizes may vary across offices/ branches. Data related to signage is available with the Regional Office and any assistance needed shall be given. However, the vendors**

shall be required to cross verify the same before actual execution of the work within the timelines specified in tender.

20. **Billing:** - Payment to the firm shall be released by the Regional Office upon submission of Tax Invoice & OEM 5 year warranty to the office concerned.
21. **Payment Terms:** Payment will be released within 30 days after successful supply, installation, inspection, and acceptance of the work i.e. satisfactory completion of work as per terms and condition.
22. No advance will be paid by the Regional Office.
23. You will not be entitled to any compensation for any loss suffered by you on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modification to the work entrusted to you.
24. Bank reserves the right for any addition/deletion/alteration of materials/specifications before/after awarding the job without any compensation.
25. All necessary permit/license etc., if required, for the relevant work, has to be arranged by you.
26. **Indemnity** :- The Contractor/Supplier shall indemnify, protect and keep harmless the Regional Office, its employees, officers, and representatives from and against all claims, demands, actions, proceedings, losses, damages, costs, charges, and expenses whatsoever which may be brought or made against the Regional Office or which the Regional Office may or is likely to suffer or incur by reason of or on account of:
 - Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this Agreement; and/or
 - an act or omission of the bidder and/or its employees, agents, sub-contractors in performance of the obligations under this Agreement; and/or
 - claims made by employees or subcontractors or subcontractors' employees, who are deployed by the bidder, against the Regional Office; and/or
 - claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the bidder to its employees, its agents, contractors and sub-contractors
 - breach of any of the term of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this Agreement; and/or
 - any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
 - breach of confidentiality obligations of the Bidder contained in this Agreement; and/or
 - Negligence or gross misconduct attributable to the Bidder or its employees or sub-contractors.

In the event of Bidder not fulfilling its obligations under this clause within the period specified in the notice issued by the Regional Office, the Regional office has the right to recover the amounts due to it under this provision from any amount payable to the Bidder under this project.

27. Settlement of Dispute through arbitration :

- a) The Regional Office and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the authorized person of the Regional Office and the Bidder, any disagreement or dispute arising between them under or in connection with the contract.
- b) If the authorized person of Regional Office and Bidder are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Regional Office respectively.

- c) If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Regional Office, the Regional Office and the Bidder have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
- d) All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings.
- e) The place of arbitration shall be Lucknow. The Arbitration and Conciliation Act 1996 and any statutory modification thereof shall apply to the arbitration proceedings.
- f) The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

Special Terms and Condition:

1- Insurance in respect to damages to persons and property:

- The Tenderer (i.e. bidder) shall be responsible for all injury or damage to persons, animals or things and for all damage to property which may arise from any factor omission on the part of the Tenderer or any Sub-Tenderer or any nominated Sub-Tenderer or any of their employees. The liability under this clause shall cover also, inter alia any damages to structures, whether immediately adjacent to the works or otherwise; any damage to roads, streets, footpaths, bridges as well as damage caused to the building and other structures and works forming the subject matter of this contract. The Tenderer shall also be responsible for any damage caused to the buildings and other structures and works forming the subject, matter of this contract due to rain, wind, frost or other inclemency of weather. The Tenderer shall, indemnify and keep indemnified the employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims. The Tenderer shall, at his own expense, effect and maintain till issue of the virtual completion certificate under this contract, with an insurance company approved by the Employer, an All Risk Policy for Insurance for the full amount of the contract including earthquake risk in the joint names of the employer and the Tenderer (the name of the former being placed first in the policy) against all risk as per the standard all risk policy for Tenderers and deposit such policy or policies with the employer before commencing the works.
- The Tenderer shall reinstate all damage of every sort mentioned in this clause so as to do delivery of the whole of the works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to property or third parties.
- The Tenderer shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person in respect of anything

which may arise in respect of the works or in consequence thereof and shall at his own expense, effect and maintain until the virtual completion of the contract, with an Insurance Company approved by the employer a policy of Insurance in the joint names of the Employer and the Tenderer (name of the former being placed first in the policy) against such risk and deposit such policy or policies before commencement of the works.

- The minimum limit of the coverage under the policy shall be Rs.2 lakhs per person for any one accident or occurrence and Rs.5 lakhs in respect of damage to property for any one accident or occurrence. The Tenderer shall also indemnify the employer against all claim which may be made upon the Employer, whether under the Workmen's Compensation Act or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the Tenderer or of Sub-Tenderer and shall be at his own expense effect and maintain until the virtual completion of the contract, or with an Insurance Company, approved by the Employer, a policy of insurance against such risks and deposit such policy or policies with the Employer from time to time during the currency of this contract.
- In default of the Tenderer insuring as provided above, the employer may so insure and may deduct the premiums paid from any moneys due or which may become due to the Tenderer.
- The Tenderer shall be responsible for any liability which may not be covered by the Insurance Policies referred to above and also for all other damages to any person, animal or defective carrying out of this contract, whatever, may be the reasons due to which the damage shall have been caused.
- The Tenderer shall also indemnify and keep Indemnified the Employer against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any of damage or compensation arising there from.
- Without prejudice to the other rights of the employer against Tenderers in respect of such default, the employer shall be entitled to deduct from any sums payable to the Tenderer the amount of any damages, compensation costs, charges and other expenses paid by the employer and which are payable by the Tenderer under this clause.
- The Tenderer shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the money received from the Insurer in respect of such damage shall be paid to the Tenderer and the Tenderer shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.
- The Tenderer, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the Bank deem fit, but shall, however, not be entitled to reimbursement by the employer of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.

2- Right of Technical Scrutiny of Final Bill:

The Employer shall have a right to cause a technical examination of the works by any of the

persons or organization as appointed by the employer and the final bill of the Tenderer including all supporting vouchers, abstracts, etc. If as a result of this examination or otherwise any sum is found to have been overpaid or over certified it shall be lawful for the Employer to recover the sum from any payment due to the Tenderer for this works or any other works being carried out by the Tenderers elsewhere under the UTTAR PRADESH GRAMIN BANK.

3- Right of Employer to terminate contract in the event of death of Tenderer if individual:

Without prejudice to any of the rights or remedies under this contract, if the Tenderer, being an individual, dies, the Employer shall have the option of termination the contract without incurring any liability for such termination.

- **Disputes, if any, shall be deemed to fall within the jurisdiction of Courts in Lucknow only.**

TECHNICAL SPECIFICATIONS:

Materials:

Flex Material or Fascia Substrate:

Flex material is the base material on which the sign fascia will be pasted. The technical specifications of the flex material are given in **Annexure I**. In general, the flex of popular make like 3M/Avery Dennison/LG Hausys/METAMARK or equivalent with 5 year e-warranty is recommended to be used as the base material for longer life. Materials should be warranted by the principal original manufacturer for a period of 60 months.

Online E-Warranty for complete solution (Flex + UV printing) should be provided by the principal original manufacturer of the flexible substrate.

Details of suggested material of flex:

Brand name	3M	Avery Dennison	LG Hausys	METAMARK
Flex material	Pangraphics III	Avery flex 1	Lucky flex 2	Metaflex

Printing: - UV printing.

Warranty: - 5 year e-warranty from OEM for complete solution (Flex material and printing).

Annexure - I Flex Material

Brand's Flex material with the following specifications having warranty of 60 months		
Physical Properties		
Property	English Units	Metric Units
Service Range	Temperature -22°F to +158°F	-30°C to +70°C

Light Transmission	23% +/- 3%	23% +/- 3%
Tensile Strength		
Tear Weft	20 pounds/inch	90N
Tear Warp	30 pounds/inch	135N
Tensile Weft	Min 100 pounds/inch	Min 440N/25mm
Tensile Warp	Min 100 pounds/inch	Min 440N/25mm
Weight	Min 19 ounces/sq. yd.	MIN650 grams/meter square
Thickness	20-24 mil (0.51 to 0.60 mm)	

Annexure -2

APPLICANT'S EXPRESSION OF INTEREST

To,
The Regional Manager
Uttar Pradesh Gramin Bank,
Regional Office GORAKHPUR-1

Sub: Tender for Supply & Installation of Flex material for Signage at Branches of Regional Office GORAKHPUR-1

Dear Sir,

In response to the Invitation for Expressions of Interest (EOI) published on 11.11.2025 for the above purpose, we would like to express interest to carry out the above proposed task.

As instructed, we attach following documents.

1. Organizational Details (Format-3)
2. Supporting Documents (If any)
3. Application Form
4. Tender Form
5. Undertaking regarding Blacklisting/Non-Debarment
6. Undertaking regarding close relatives deceleration

Sincerely Yours,

Signature of the applicant

[Full name of applicant]

Stamp.....

Date:

Encl.: As above.

SCOPE OF WORK

The brief details of scope of work are mentioned below:

- i) The Bank shall provide the subject matter for printing of Flex, whereas Bidder shall print in conformity with the design and specifications approved by the Bank. The design of printing should be in accordance with the specifications provided by Bank, which is based on guidelines issued by NABARD.
- ii) The bidder agrees to perform the jobs as per terms and conditions detailed in this agreement. These terms and conditions are not in substitution but in addition to the RFP. The bidder will print and supply the flex on receipt of specific orders from the Bank within the time frame detailed within and specified in the RFP and subsequent amendments.
- iii) The Bank reserves the right to change / modify / reallocate the areas as per requirements based on the volume of the flex for smoother functioning thereof with the aim of completion of work within timelines. The same cannot be challenged on any grounds like loss of business etc.
- iv) The work have to be completed in 15 days after issue of work order and any delay in completion of work will be attract penalty @ 1% of work order per week. After Penalty reaches at 5% (max. up-to security deposit amount) Bank may cancel the contract.

Supply, Removal and Installation of Flex:

Supply: The L-1 bidder shall provide flex as per the measurements of the GSB/Non-lit board available at the allotted branch/office.

Removal: The old flex currently installed on the GSB/Non-lit board at the branch/office shall be removed.

Installation:

1. A new flex shall be installed on the existing GSB/Non-lit board at the branch/office. If the branch manager/official instructs to install it at a different or new location, it shall be done accordingly.
2. For branches where a new GSB or Non-lit board frame has been kept, the flex shall be installed on the frame and hung/displayed at the location specified by the branch manager/official.

UNDERTAKING REGARDING BLACKLISTING/ NON-DEBARMENT

To,
The Regional Manager
Uttar Pradesh Gramin Bank
Regional Office GORAKHPUR-1

Re: Tender for Supply & Installation of Flex material for Signage at Branches of Regional Office GORAKHPUR-1

We hereby confirm and declare that I/we, Name Company/Firm/agency/proprietorship, is/are not blacklisted/De-registered/ Debarred by any Government department/Public Sector Undertaking/ Private sector/IBA or any other agency for which we have executed/ Undertaken the Works/Services in the past.

(Signature & Seal of the Applicant) Name:

Place:

Date:

UNDERTAKING REGARDING CLOSE RELATIVE DECLARATION

To,

The Regional Manager
Uttar Pradesh Gramin Bank
Regional Office GORAKHPUR-1

Re: Tender for Supply & Installation of Flex material for Signage at Branches of Regional Office GORAKHPUR-1

We hereby confirm and declare that I/we do not have any close relative who is an employee of the Uttar Pradesh Gramin Bank

(Signature & Seal of the Applicant) Name:

Place:

Date:

Annexure 3- Details of Bidder

1	Name of the Applicant/Organization		
2	Type of the Organization (whether Sole Proprietorship, Partnership, Private Ltd or Ltd. Co. etc.)		
3	Name of the Proprietor /Partners/Directors of the Organization/Firm		
4	Address of the Registered Office (with Phone Numbers, Mobile Number, & e-Mail ID)		
5	Year of establishment		
6	Number of years of experience in the field (attach work experience certificate)		
7	PAN Number		
8	GST Number		
9	Last 3 years turnover of the Organization.	FY	Total T/ O
10	Present empanelment with Central Govt. / State Govt./PSU/ Govt. Bodies / Autonomous Bodies	1. 2.	
11	Whether Blacklisted/De-registered/Debarred by any Central Govt./State Govt./PSU/ Govt. Bodies / Autonomous Bodies /IBA? If yes, Please furnish details.		
12	Whether any relative in UTTAR PRADESH GRAMIN BANK? If yes, Please furnish details.		
<p>I/We certify that all the details furnished above are true and correct to the best of my knowledge and belief. I understand that in case of furnishing of any false information or suppression of any material information, the application shall be liable for rejection besides initiation of penal proceedings by the Bank, if it deems fit.</p> <p>Signature and Seal of the Applicant Place:</p>			

Annexure- 4 Financial Bid Format

Item Number	Item Title	Item Description	Item Quantity	Unit of Measure	Make/Brand	Rate per sq. ft.	Total Amount
1	Supply of Flex Material of Backlit Signage	Supply of Backlit material	1034	Sq.ft.			
2	Supply of Flex Material of non-lit Signage	Supply of non-lit flex material	1486	Sq.ft.			
3	Installation of Backlit Flex material	Fixing	1034	Sq.ft.			
4	Installation of non-lit Flex Material	Fixing	1486	Sq.ft.			
5	Removal and disposal	Removal and disposal of existing skin and allied work	2520	Sq.ft.			
Grand Total							

*Rates quoted must be all-inclusive (Taxes, Duties, Freight, Insurance, Delivery, installation etc.) and warranty of 5 years from OEM.

Note:

- 1- Any conditional bid shall be liable for rejection.
- 2- In case of any discrepancy between the figures and the words, the amount written in words shall be considered valid.
- 3- The tentative quantity of flex as given in Terms and Conditions on the RFP may increase or decrease by 25% as per as per requirement at the time of final order.
- 4- The Bank will not make any advance payment. TDS etc. will be deducted at source as per the prevailing Tax Rules (if applicable).
- 5- The rates should be deemed to include other minor works related to the above work, for which no separate payment shall be made.

Declaration by Bidder

I/We hereby declare that the information furnished above is true and correct. I/We agree to abide by all terms & conditions mentioned above.

Authorized Signatory with Seal

Name: _____

Designation: _____
Date: _____

Annexure 05-

Bid Security Letter (Earnest Money Deposit)

(Bidder needs to provide the details of Bid Security (EMD))

To,
The Regional Manager
Uttar Pradesh Gramin Bank
Regional Office GORAKHPUR-1

Sir,
Sub: Tender for Supply & Installation of Flex material for Signage at Branches of Regional Office GORAKHPUR-1

WHEREAS..... (Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at..... India (hereinafter referred to as "the VENDOR") proposes to offer its response to Tender No... #: (Tender details) (Hereinafter called the "Tender") AND WHEREAS, in terms of the conditions as stipulated in the Tender, the VENDOR is required to furnish details of Earnest Money Deposit (EMD),

DD No:
Amount in INR:
Bank Name:
Transaction Date:

Seal & Address

Annexure – 06

Service Level and Non-Disclosure Agreement

This Agreement is made in this..... Day of 2025 by and between Regional Office of Uttar Pradesh Gramin Bank, its Head Office at Lucknow for brevity's sake referred to as "Bank" (which expression shall, unless repugnant to the context or meaning, include its successors and assigns) of the one Part;

AND

....., a company incorporated under the Companies Act 1956/ 2013, India, having its registered office at, hereinafter referred to as "the Bidder" (which expression shall, unless repugnant to the context and meaning thereof include its subsidiaries, affiliates, successors and permitted assigns) of the other Part, (Bank and the Bidder hereinafter are individually referred to as "Party" and collectively as "Parties")

WHEREAS

Bank desires to select a Vendor/Bidder for supply and installation of Flex material of Signage Board at Branches of Regional Office of Uttar Pradesh Gramin Bank in UP. And had invited offers.

In response to RFP no ----- dated..... issued by Bank, the Vendor also submitted its offer and has represented that it is engaged in the business of.....it further represented to Bank that it has the requisite skill, knowledge, experiences, experts, staff and capability to provide required service to Bank. Relying on representations of Bidder and other applicable criteria, Bidder was declared as a successful bidder in the RFP evaluation process. Accordingly Bank has issued a ----- .

It was a condition in the RFP that the Parties would enter into a Service Level and Non-Disclosure Agreement which shall include all the services and terms and conditions of the services to be extended as detailed here in.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS

1. DEFINITIONS

- I. Bank, UPGB means 'Uttar Pradesh Gramin Bank'
- II. Vendor / Bidder means 'Supplier/L-1 Bidder'
- III. SLA means Service Level Agreement
- IV. Total Cost of Ownership (TCO)
- V. SPOC means Single Point of Contact

2. TERM

This Agreement shall come into force on and shall be in force and effect for a period, unless Bank terminates the Agreement by giving a prior written notice of 30 days as per the terms of this Agreement.

3. SCOPE OF SERVICE

The Bidder agrees to perform the services as part of the scope of this engagement including but not limited to as mentioned in Scope of Work of this Agreement. UPGB reserves its right to change the scope of the services considering the size and variety of the requirements and the changing business & security conditions /environment with mutual consent.

4. STANDARDS

All standards to be followed will adhere to tender specifications or other acceptable standards.

5. DELIVERY

(Terms mentioned in the RFP)

Warranty

6. SINGLE POINT OF CONTACT & DIRECT SUPPORT

(Please incorporate following details – Name, designation, address, email address, telephone /mobile No. Escalation matrix for support should also be provided with full details.

7. PAYMENT TERMS

(Terms mentioned in the RFP)

8. SET-OFF

Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank under this clause from the Bidder against payments due and payable by Bank to the Bidder for the services rendered.

The provisions of this Clause shall survive the termination of this Agreement.

9. COVENANTS OF THE BIDDER

The Bidder shall deploy and engage suitably experienced and competent personnel as may reasonably be required for the performance of the services. During the currency of this Agreement, the Bidder shall not substitute the key staff identified for the services mentioned in this Agreement.

The Bidder shall forthwith withdraw or bar any of its employee/s from the provision of the services if, in the opinion of BANK:

- (i) The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by BANK; or
- (ii) The engagement or provision of the services by any particular employee is prejudicial to the interests of BANK.

All employees engaged by the Bidder shall be in sole employment of the Bidder and the Bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the Bidder.

The Bidder:

- i. Shall be responsible for all negotiations with personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.
- ii. Shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.

- iii. Shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.
- iv. shall not exercise any lien on any of the assets, documents, instruments or material belonging to BANK and in the custody of the Bidder for any amount due or claimed to be due by the Bidder from BANK.
- v. Shall regularly provide updates to BANK with respect to the provision of the services and shall meet with the personnel designated by BANK to discuss and review its performance at such intervals as may be agreed between the Parties.
- vi. shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to code of Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labor legislations.
- vii. Shall not violate any proprietary and intellectual property rights of BANK or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.
- viii. Shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness as designated by the BANK and communicated to the Bidder from time to time.
- ix. Shall not work in a manner which, in the reasonable opinion of BANK, may be detrimental to the interests of BANK and which may adversely affect the role, duties, functions and obligations of the Bidder as contemplated by this Agreement.
- x. shall be liable to BANK for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the Bidder while providing the services to the BANK.
- xi. Shall itself perform the obligations under this Agreement and shall not assign, transfer or sub-contract any of its rights and obligations under this Agreement except with prior written permission of BANK.
- xii. shall comply ESG, BRSR and other related parameters including the Declaration of Human Rights, Inclusive of those in the International Bill of Rights and Declaration of Fundamental Rights at work (1998) as per the International Labor Organization as well as the United Nations Guiding Principles on Business and Human Rights and the National Guidelines on Responsible Business Conduct

10. CONFIDENTIALITY

The Bidder acknowledges that in the course of performing the obligations under this Agreement, it shall be exposed to or acquire information of the bank, which the Bidder shall treat as confidential.

- a. All UPGB's product and process details, documents, data, applications, software, systems, papers, statements and business / customer information which may be communicated to or come to the knowledge of Bidder or Bidder's employees during the course of discharging their obligations shall be treated as absolutely confidential and Bidder irrevocably agrees and undertakes and ensures that Bidder and its employees shall keep the same secret and

confidential and not disclose the same, in whole or in part to any third party without prior written permission of UPGB. The Bidder shall not use or allow to be used any information other than as may be necessary for the due performance by Bidder of its obligations hereunder.

- b. Bidder shall not make or retain any copies or record of any Confidential Information submitted by UPGB other than as may be required for the performance of Bidder.
- c. Bidder shall notify UPGB promptly of any unauthorized or improper use or disclosure of the Confidential Information.
- d. Bidder shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable Bidder shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Bidder or its affiliates.
- e. Bidder shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
- f. Bidder hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of the engagement Agreement/ Work Order or any other oral or written information which may contain, hold or bear confidential information or disclose the information submitted by UPGB under any other Agreement to any third party unless such disclosure is mandatorily required by law or if it is required necessarily to be disclosed to any other agency/subcontractor or the like for the purpose of performing any of its obligations under the contract.

However, the Confidential Information will not be limited to the information mentioned above but not include the following as Confidential Information:

- i. Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
- ii. Prior to the disclosure by UPGB was known to or in the possession of the Bidder at the time of disclosure;
- iii. Was disclosed or parted with the prior consent of UPGB;
- iv. Was acquired by Bidder from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from UPGB.

- The Bidder agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.
- In any dispute over whether information or matter is Proprietary Information or not mentioned herein, it shall be the burden of Bidder to show that such contested information or matter is not Proprietary Information within the meaning of this Agreement, and that it does not constitute violation under any laws for the time being enforced in India.

Notwithstanding above, UPGB shall take all the reasonable care to protect all the confidential information of bidder delivered to UPGB while performing of the services.

The confidentiality obligations shall survive the expiry or termination of the Agreement between the Bidder and the Bank.

11. INDEMNITY

The Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this Agreement; and/or
- an act or omission of the Bidder and/or its employees, agents, sub-contractors in performance of the obligations under this Agreement; and/or
- claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees, its agents, contractors and sub-contractors
- breach of any of the term of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this Agreement; and/or
- any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- breach of confidentiality obligations of the Bidder contained in this Agreement; and/or
- Negligence or gross misconduct attributable to the Bidder or its employees or sub-contractors.

The Bidder shall at its own cost and expenses defend or settle at all point of time any claim against the Bank that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, the Bank:

- notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim; and
- Cooperates with the Bidder in the defense and settlement of the claims.

However, (i) the Bidder has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where the Bank is required by any authority/regulator to make a comment/statement/representation.

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Bidder, after due inspection and testing and at no additional cost to the Bank, shall forthwith either 1) replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Bank to continue the use of the software / equipment, as required by the Bank as per the terms and conditions of this Agreement and to meet the service levels; or 3) refund to the Bank the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the Bidder to provide effective remedy under options (1) to (2)

within a reasonable period which would not affect the normal functioning of the Bank.

The Bidder shall not be liable for defects or non-conformance resulting from:

- Software, hardware, interfacing, or supplies for the solution not approved by Bidder; or
- any change, not made by or on behalf of the Bidder, to some or all of the deliverables supplied by the Bidder or modification thereof, provided the infringement is solely on account of that change ;

Indemnity shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by customer and / or regulatory authorities for reasons attributable to breach of obligations under this agreement by the Bidder.

In the event of Bidder not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, the Bank has the right to recover the amounts due to it under this provision from any amount payable to the Bidder under this project.

The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this Agreement.

12. PROPERTY RIGHTS

Each Party owns and retains all rights, title and interests in and to its respective Pre-Existing Intellectual Property and Independent Intellectual Property. Independent Intellectual Property means any Intellectual Property developed by a Party independently of the applicable statement of work. "Pre-Existing Intellectual Property" means any Intellectual Property owned by a Party, or licensed to such Party (other. than by the other Party), as at the commencement date of the applicable statement of work.

Whereas title to all inventions and discoveries made jointly by the parties resulting from the Work performed as per this agreement shall reside jointly between the parties. Both the parties shall mutually decide the future course of action to protect/ commercial use of such joint IPR. The Intellectual Property Rights shall be determined in accordance with Indian Laws.

Without prejudice to above paras all the interim/ final deliverables shall be property of bank. Subject to requisite payments the bidder deemed to grand exclusive, perpetual rights to use of the deliverables in favor of bank.

13. PERFORMANCE GUARANTEE

Bidder, shall provide unconditional and irrevocable Performance Bank Guarantee for Rs -----/- (Rupees Only) in favor of UPGB from any Public Sector Bank other than Uttar Pradesh Gramin Bank as acceptable to UPGB towards due performance of the contract in accordance of this Agreement. The Performance Guarantee shall be valid for a period of months with additional claim period of three months after expiry of validity period.

14. TERMINATION

In following events Bank shall terminate this assignment or cancel any particular order if bidder:

- breaches any of its obligations set forth in this agreement and such breach is not cured within 15 Working Days after Bank gives written notice; or
- Failure by Bidder to provide Bank, within 15 Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
- The progress regarding execution of the contract/ services rendered by the Bidder is not as per the prescribed time line, and found to be unsatisfactory.
- Supply of substandard materials/ services.
- Delay in delivery / installation / commissioning of services.
- Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- If deductions of penalty exceed more than 10% of the total contract price. Further Bank may terminate this agreement on happening of following events:

- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the Bidder and such appointment continues for a period of twenty one (21) days;
- The Bidder is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.
- The Bidder becomes insolvent or goes into liquidation voluntarily or otherwise
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- The Bidder becomes the subject of a court order for its winding up.

Notwithstanding above, in case of change of policy or any unavoidable circumstances or without any reason Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Bidder at least 60 days prior notice in writing.

Effect of termination

If bank terminates or cancels the assignment on the default mentioned in the termination clause, in such case UPGB reserves the right to get the balance contract executed by another party of its choice. In this event, the Bidder shall be bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the selection of a new bidder and for execution of the balance of the contract.

Immediately upon the date of expiration or termination of the Agreement, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.

Without prejudice to the rights of the Parties, upon termination or expiry of this Agreement, Bank shall pay to Bidder, within thirty (30) days of such termination or expiry, All the undisputed fees outstanding till the date of termination;

Upon the termination or expiry of this Agreement:

- The rights granted to Bidder shall immediately terminate.
- Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Bidder, being used by Bidder to provide the Services and (ii) the assignable agreements,

Bidder shall, use its reasonable commercial endeavors to transfer or assign such agreements and Bidder Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.

- Upon Bank's request in writing, Bidder shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Bidder to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

15. CORPORATE AUTHORITY

The Parties represent that they have taken all necessary corporate action and sanction to authorize the execution and consummation of this Agreement and will furnish satisfactory evidence of same upon request.

LAW, JURISDICTION AND DISPUTE RESOLUTION

This Agreement shall be governed and construed and enforced in accordance with the laws of India. Both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Lucknow shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

ARBITRATION

- g) The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the authorized person of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with the contract.
- h) If the authorized person of Bank and Bidder are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Bank respectively.
- i) If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
- j) All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings.
- k) The place of arbitration shall be Lucknow. The Arbitration and Conciliation Act 1996 and any statutory modification thereof shall apply to the arbitration proceedings.
- l) The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

16. AUDIT

- m) All Bidder records with respect to any matters covered by this Agreement shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the Bidder provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.
- n) The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Bidder's premises without prior notice to ensure that data provided by the Bank is not misused. The Bidder shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.

17. LIMITATION OF LIABILITY

Except the grounds mentioned under the para two of this clause, Bidder's aggregate liability in connection with obligations undertaken as a part of the Agreement regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.

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

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

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

Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement.

All employees engaged by the party shall be in sole employment of the party and the respective parties shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall other party be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the other party.

18. PUBLICITY

Any publicity by the Bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

19. INDEPENDENT ARRANGEMENT

This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer- employee relationship or principal-agent relationship in any manner whatsoever between the parties. The Bidder acknowledges that its rendering of services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold it out to be an employee, agent or servant of Bank or Affiliate thereof.

20. SUBCONTRACTING

The Bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required by it under the contract without the prior written consent of the Bank.

21. ASSIGNMENT

The Bidder agrees that the Bidder shall not be entitled to assign any or all of its rights and or obligations under this Agreement to any entity including Bidder's affiliate without the prior written consent of the Bank.

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this Agreement along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the obligations of the Bidder under this Agreement.

22. NON – SOLICITATION

The Bidder, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

The above clause shall not applicable in case the recruitment done through public advertisement.

23. VICARIOUS LIABILITY

The Bidder shall be the principal employer of the employees, agents, contractors, subcontractors, etc., if any, engaged by the Bidder and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the Bidder for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the Bidder shall be paid by the Bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Bidder's employees, agents, contractors, subcontractors etc. The Bidder shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Bidder 's employees, agents, contractors, subcontractors, etc.

24. FORCE MAJEURE

The Bidder shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if any to the extent that its delay in performance or other failure to perform its

obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, acts of Government of India in their sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war.

If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform Bidder's obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and Bidder shall hold consultations in an endeavor to find a solution to the problem.

SURVIVAL:

The expiry or the termination of this Agreement does not relieve either party of its obligations which by their nature ought or intend to survive the termination of this Agreement including without limitation to the clauses of confidentiality, indemnity, limitation of liability, and covenants of the parties.

25. MISCELLANEOUS

Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.

No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile to the person at the address given below. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by e-mail, when sent (on receipt of a confirmation to the correct e-mail id).

The addresses referred to hereinabove are:

If to the Uttar Pradesh Gramin Bank:

The Regional Manager
Uttar Pradesh Gramin Bank
Regional office,

If to the

Address

ATTN:

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto. In case of any contradiction in the terms of RFP, offer document and Purchase

Order etc., and this Agreement the terms hereof shall prevail.

Neither this Agreement nor any provision hereof is intended to confer upon any Person other than the Parties to this Agreement any rights or remedies hereunder.

In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.

The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

This Agreement may be signed in duplicate, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year first above written.

Signed and Delivered by the within named For Uttar Pradesh Gramin Bank	For _____ Name: Designation: Witness 1 : Witness 2 :
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ANNEXURE 07 - PERFORMANCE GUARANTEE

BANK GUARANTEE
(FORMAT OF PERFORMANCE BANK GUARANTEE)

To,

The Regional Manager

Uttar Pradesh Gramin Bank

Regional Office, GORAKHPUR-1

WHEREAS M/S (Name of Bidder) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at (Please provide complete address) (hereinafter referred to as "Bidder") Awarded a contract by Regional Office of Uttar Pradesh Gramin Bank (the Bank) vide their Contract no dated..... (Hereinafter referred to as "PO") for

WHEREAS, in terms of the conditions as stipulated in the PO and the Request for Proposal document No..... Dated..... For.....

..... (hereinafter referred to as "Tender"), the Bidder is required to furnish a Performance Bank Guarantee issued by a Public Sector Bank/ schedule commercial bank in India other than the Uttar Pradesh Gramin Bank in your favor for Rs..... /- towards due performance of the contract in accordance with the specifications, terms and conditions of the purchase order and Tender document (which guarantee is hereinafter called as "BANK GUARANTEE").

AND WHEREAS the Bidder has approached us for providing the BANK GUARANTEE.

AND WHEREAS at the request of the Bidder, WE,....., a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 having its..... Office at..... and a branch inter alia at India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE, (name of Bank and its address)through our local office at..... India furnish you the BANK GUARANTEE in manner hereinafter contained and agree with you as follows:

We..... do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs.(Rupees only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Bidder of any of the terms and conditions contained in the PO and Tender / SLA and in the event of the Bidder committing default or defaults in carrying out any of the work or discharging any obligation under the PO or Tender document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.(Rupees... only) as may be claimed by you on account of breach on the part of the Bidder of their obligations or default in terms of the PO and Tender.

Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the Bidder has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Uttar Pradesh Gramin Bank shall be conclusive as regards the amount due and payable by us to you.

This Bank Guarantee shall continue and hold good until it is released by you on the application by the Bidder after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after (date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

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

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

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

Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the Bidder from time to time arising out of or in relation to the PO and Tender and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.

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

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

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

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

We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the Bidder shall have no claim against us for making such payment.

Notwithstanding anything contained herein above;

Our liability under this Guarantee shall not exceed Rs...../- (Rupees... only)
this Bank Guarantee shall be valid and remain in force up to and including the date and

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.

We have the power to issue this Bank Guarantee in your favor under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

Dated this the day of 20..... For and on behalf of

Branch Manager Seal and Address



(सरकार के स्वामित्वाधीन अनुसूचित बैंक)
(Scheduled Bank Owned by Government)