

**Request for Proposal(RFP) for supply of Flatbed Scanner at The Jaipur Central Cooperative Bank Ltd., Head Office**

Reference No. JCCB/Ope/2025-26/67116

Dated 13/03/2026

<b>Mode of Bid Submission</b>	Government e Marketplace (GeM)
<b>Procuring Authority</b>	Managing Director The Jaipur Central Cooperative Bank Ltd, Jaipur (Rajasthan) – 302021
<b>Start date and time of download of e-Bid</b>	As Per GeM
<b>Last date and time of download of e-Bid</b>	As Per GeM
<b>Last Date of Submission of e-Bid</b>	As Per GeM
<b>Opening of Technical bid</b>	As Per GeM

<b>Name of Bidding Company/ Firm:</b>	
<b>Contact Person (Authorized Bid Signatory):</b>	
<b>Correspondence Address:</b>	
<b>Mobile no.</b>	
<b>Telephone no. / Fax no.</b>	
<b>Website / e-mail</b>	

**The Jaipur Central Cooperative Bank Ltd.**

HO: F-1, Nursery Circle, Vaishali Nagar,  
Jaipur-302021

Phone no. 8003699077, CM(Operation)  
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## **1) Definitions**

In the Contract, the following terms shall have the following meanings and shall be interpreted accordingly:

- a) "The Contract/Agreement" means the agreement to be entered into between the Bank and the Bidder as recorded in the Contract Form duly signed by the Parties, including all annexure, schedules, exhibits, supplements, appendices, amendments, revisions, notations and modifications thereof for supply and implementation of software and provide / carry out the Service(s) of Vendor, as indicated/ spelt out in Scope of Work to be performed in compliance with the service level requirements and standard of performance.
- b) "JCCB" or "The Purchaser" means the The Jaipur Central Cooperative Bank Ltd including its successors and assigns.
- c) "Bidder" or "Contractor" or "Vendor" means any person / persons / firm / company, etc., to whom work has been awarded and whose bid has been accepted by the Bank and shall include its authorized representatives and successors.
- d) "The Contract Price" means the price / compensation payable to the Vendor / Bidder under and in accordance with the Contract for the due performance and observance of its contractual obligations under and in accordance with the Contract.
- e) "Service(s)" means all the services as specified in Scope of Work to be performed in compliance with the service level requirements and standard of performance, which the Vendor / Bidder is required to provide and/or procure for the Purchaser / JCCB under and in accordance with the Contract.
- f) "Acceptance Certificate" means certificate on successful completion of acceptability test, receipt of deliverables, etc, and after the Bank (which shall not be deemed to be an obligation on the Bank) is satisfied with the working of the System. The date on which such Certificate is signed shall be deemed to be the date of successful Commissioning of the Systems.
- g) "Business Day" means any day that is not a Sunday or a public holiday (as per the official holidays observed by the Bank).
- h) "Confidential Information" means, (i) intellectual property information; (ii) technical or business information or material not covered in (i); (iii) proprietary or internal information related to the current, future and proposed products or services of the Parties including, financial information, process / flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; (iv) information disclosed pursuant to this Contract and (v) all such other information which by its nature or the circumstances of its disclosure is confidential.
- i) "Commissioning" means the successful installation and acceptance of the service, including supply, configuration, and installation, successful testing and connectivity is executed.
- j) "Document" means any embodiment of any text or image howsoever recorded and includes any data, text, images, sound, voice, codes, computer programs, software and / or databases or microfilm or computer generated microfiche or similar device.
- k) "Effective Date" means the date on which this Contract is signed and executed by the Parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date.
- l) "Intellectual Property Rights" means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, proprietary information, knowledge,

technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

m) "Parties" means the Purchaser / JCCB and the Bidder / Vendor and "Party" means either of the Parties.

**2) Interpretation in this Contract unless a contrary intention is evident:**

a) The clause headings are for convenient reference(s) only and do not form part of this Contract;

b) Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;

c) Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub clause or section of this Contract including any amendments or modifications to the same from time to time;

d) A word in the singular includes plural and a word in the plural includes singular;

e) A word importing a gender includes any other gender;

f) A reference to a person includes a partnership and a body corporate;

g) A reference to legislation includes legislation repealing, replacing or amending that legislation;

h) Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;

i) Reasonability and materiality of "doubt" and "controversy" shall be at the discretion of JCCB.

j) The words not expressly defined herein shall have meanings ascribed to them in the General Clauses Act, 1897 and the Information Technology Act, 2000.

**3) SCOPE OF WORK**

Scope of Work for Supply and Installation of Flatbed Scanner for The Jaipur Central Cooperative Bank Ltd

1. This scope of work outlines the requirements and responsibilities of the selected vendor for the supply of 26 Flatbed Scanners at Head office of The Jaipur Central Cooperative Bank Ltd.(F-1,Nursery Circle, vaishali nagar , Jaipur – 302021)
2. The Jaipur Central Cooperative Bank Ltd shall provide point of contact for communication and coordination
3. The selected vendor shall maintain the confidentiality of all information and data related to this project.Any breach of confidentiality shall be considered a material breach of the contract.
4. The selected vendor shall work closely with The Jaipur Central Cooperative Bank Ltd to ensure the successful supply, installation, and configuration of the Flatbed Scanner.

**4) Integrity Pact**

To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this tender shall be covered under the Integrity Pact (IP). The pact essentially envisages an agreement between the prospective bidders/vendors and JCCB committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The format of the agreement is enclosed in GeM bid.

Signing of the Integrity Pact with JCCB would be one of the preliminary qualifications for further evaluation.

In other words, entering into this pact would be one of the preliminary qualifications for this tender and the pact shall be effective from the stage of invitation of bids till the complete

execution of the contract. Any vendor/bidder not signed the document or refusing to sign shall be disqualified in the bidding process.

### **5) Earnest Money Deposit (EMD)**

#### **A. Earnest Money Deposit (EMD) and Exemptions**

The Bidder is required to deposit ₹12,500/- (Rupees Twelve Thousand Five Hundred only) in the form of Demand Draft issued by any bank in favour of The Jaipur Central Cooperative Bank Ltd, payable at Jaipur.

No interest will be paid on the EMD.

The scanned copy of the DD to be uploaded in GeM portal and the hard copy DD must reach at Head Office, F-1, Nursery Circle , Vaishali Nagar , Jaipur - 302021 before last date of submission of bid along with other documents.

**Exemption\Rebate from submission of EMD shall be allowed to bidders as per the provisions of the RTPP Rules,2013.**

#### **B. Return of EMD**

EMD is returned after successful contract execution.

EMDs furnished by all unsuccessful Bidders will be returned on the expiration of the bid validity / finalization of successful Bidder, whichever is earlier.

#### **C. Forfeiture of EMD**

The EMD made by the bidder will be forfeited if:

- a) Bidder withdraws its bid before opening of the bids.
- b) Bidder withdraws its bid after opening of the bids but before Notification of Award.
- c) Selected Bidder withdraws its bid / Proposal before furnishing Performance Bank Guarantee.
- d) Bidder violates any of the provisions of the RFP up to submission of Performance Bank Guarantee.
- e) Selected Bidder fails to accept the order within five days from the date of receipt of the order.

However, JCCB reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.

f) Bidder fails to submit the Performance Bank Guarantee within stipulated period from the date of execution of the contract. In such instance, JCCB at its discretion may cancel the order placed on the selected Bidder without giving any notice.

### **6) Term of the Order**

The term of the order shall be for one instance of procurement of 26 Flatbed Scanner from date of release of GeM Contract to the number of years up-to which onsite support is available from OEM and selected vendor shall be for 1 year.

### **7) Acceptance Procedure**

- a) Within 7 days of receipt of Notification of Award/Purchase Order the successful Bidder shall send the acceptance.
- b) Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award
- c) Upon the successful Bidder accepting the Purchase Order and signing NDA, JCCB will promptly notify each unsuccessful Bidder and will discharge all remaining EMDs, if any.

### **8) Taxes and Duties**

All taxes, if any, shall be deducted at source as per then prevailing rates at the time of release of payments.

Prices shall be inclusive of all taxes, duties. The bidder should meet the requirements of Goods & Services Tax (GST) of India.

**9) Service Level Agreement:**

a) SLA for delivery:

All deliverable in this contract shall be delivered and made live within 45 days from date of release of GEM Contract.

**10) Penalty Clauses:**

a) Penalty for delayed delivery:

For non-completion of implementation timeline of the project in full, penalty of 0.5% of the undelivered line item for each week delay or part thereof, shall be deducted from payable up to maximum of 5% of the undelivered item.

b) Penalty Clauses during support period:

a. Timely rectification of defects during support period: After having been notified of the issues of support requirement during support period, selected vendor has to provide the requested support within 7 days time limit.

b. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller.

c. Seller can deposit the penalty with Bank directly else Bank shall have a right to recover all such penalty amount from the Performance Security (PBG).

d. Cumulative Penalty cannot exceed more than 5% of the total contract value after which Bank shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to reimburse the cost of such service / rectification to Bank.

**11) Payment Term**

Payment will be done as follows:

a) Upon Delivery: 100% on delivery of flatbed scanners

Please note that Originals of invoices (plus One Copy) reflecting Taxes & Duties, Proof of delivery duly signed by Bank Officials should be submitted while claiming payment in respect of orders placed.

b) Bank will release the payment on completion of activity and on production of relevant documents/invoices. Please note that Originals of invoices or digitally signed invoices (plus One Copy) reflecting GST, GSTIN, HSN Code, State Code, State Name, Taxes & Duties, Proof of delivery duly signed by Bank Officials and Manufacturer's/Supplier's Warranty Certificate should be submitted while claiming payment in respect of orders placed.

c) Payment shall be released within 20 days from submission of relevant documents as per RFP terms and found in order by the respective offices, who have placed order on the selected vendor.

g) The payments will be released through NEFT/RTGS after deducting the applicable LD/Penalty, TDS if any, by the respective offices who have placed order on the selected vendor and the selected vendor has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code, GSTIN, State Code, State Name, HSN Code etc.

h) Payment Terms: The selected vendor shall be paid according to the terms and conditions specified in the contract. The payment shall be made upon completion of all deliverables and acceptance by The Jaipur Central Cooperative Bank Ltd.

i) Performance Security / Bank Guarantee (PBG):

**i) The successful bidder shall furnish an unconditional Performance Bank Guarantee (PBG) within 30 days of issuance of contract from a public sector bank or a scheduled commercial bank acceptable to The Jaipur Central Cooperative Bank Ltd, equivalent to 5% (Five Percent) of the total contract value.**

ii) The PBG shall be valid for a period of 1 year from the date of issuance of the Work Order or Go-Live, whichever is later, covering the entire support period plus a grace period.

iii) This PBG ensures the successful completion of the project, including the mandated 1 year warranty.

j) Currency and Taxes:

i) All payments shall be made in Indian Rupees (INR) only.

ii) Any other statutory taxes, duties, or levies applicable at the time of payment will be deducted at source by The Jaipur Central Cooperative Bank Ltd as per prevailing government norms.

k) General Conditions:

i) No advance payment shall be made.

ii) Any delays in delivery, installation, or provision of support beyond the agreed timelines may attract liquidated damages as per the terms specified in the tender document.

iii) All payments are subject to standard bank verification and internal audit procedures of The Jaipur Central Cooperative Bank Ltd.

### **12) Confidentiality**

The Bidder shall treat the details of the documents as secret and confidential. The Successful Bidder shall execute separate NDA on the lines of the draft provided in the Annexure C hereof. In the event of disclosure of Confidential Information to a third party in violation of the provisions of this Clause, the defaulting party shall use all reasonable endeavours to assist the supplying party in recovering and preventing such third party from using, selling or otherwise disseminating of such information.

The Parties obligations under this Section shall extend to the non-publicizing of any dispute arising out of this Agreement.

No media release/public announcement or any other reference to the tender or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means is strictly prohibited.

The terms of this clause shall continue in full force and effect as perpetual from the date of disclosure of such Confidential Information.

In the event of termination of this Agreement, upon written request of the disclosing Party, the receiving Party shall immediately return the disclosing Party's Confidential Information, or at the disclosing Party's option destroy any remaining Confidential Information and certify that such destruction has taken place.

### **13) Amendments to the Agreement**

Once contract agreement are executed with the Bidder, no amendments or modifications of

Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing. Unless it is specifically mentioned in purchase order, in case of any dispute, the requirements stated in the RFP will be taken as the final requirement.

#### **14) Indemnity**

The bidder shall indemnify, protect and save JCCB and hold JCCB harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting from any act or omission or negligence or misconduct of the bidder and its employees and representatives, breach of the terms and conditions of the agreement or purchase order, false statement by the bidder, employment claims of employees of the bidder, third party claims arising due to infringement of intellectual property rights, death or personal injury attributable to acts or omission of bidder, violation of statutory and regulatory provisions including labour laws, laws related to information technology and intellectual property rights, breach of confidentiality obligations, breach of warranty.

Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensation. Bidder shall indemnify JCCB, provided JCCB promptly notifies the Bidder in writing of such claims and the Bidder shall have the right to undertake the sole defence and control of any such claim.

#### **15) Bidder's Liability**

The selected Bidder will be liable for all the deliverables.

The Bidder's aggregate liability in connection with obligations undertaken under the purchase order, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort, indemnity or otherwise), shall be at actual and limited to the value of the contract/purchase order.

The Bidder's liability in case of claims against JCCB resulting from wilful and gross misconduct, or gross negligence, fraud of the Bidder, its employees, contractors and subcontractors, from infringement of patents, trademarks, and copyrights or other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

In no event shall either party be liable for any indirect, incidental or consequential damages or lost profits or lost revenue, howsoever such liability may arise.

Losses means any claims.

#### **16) Obligations of the Bidder**

Standard of Performance: The Bidder shall perform the services and carry out their obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment materials and methods. The Bidder shall always act in respect of any matter relating to this RFP or to the services as faithful advisor to JCCB and shall at all times support and safeguard JCCB's legitimate interests in any dealings with third parties.

Prohibition of Conflicting Activities: The Bidder shall not engage and shall cause their personnel not to engage in any business or professional activities that would come in conflict with the activities assigned to them under the contract.

### **17) Inspection of Records**

All VENDOR records with respect to any matters relating to the scope of delivery of the services provided by the VENDOR covered in the Contract shall be made available to the Bank or its designees 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 external auditors who will perform any audit on the VENDOR would execute confidentiality agreement with the VENDOR, 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.

Regulators of Bank such as Reserve Bank of India (RBI) and National Bank for Agriculture and Rural Development (NABARD) will have rights to inspect or Audit any matters relating to the scope of delivery of the services provided by the VENDOR and financials documents of Bank and VENDOR covered in the Contract.

### **18) Exit option and contract re-negotiation**

a) JCCB reserves its right to cancel the order in the event of happening of one or more of the situations as mentioned in the "Order Cancellation" clause.

b) JCCB reserves its right to cancel the contract in the event of Amalgamation / Merger of Bank with other entity of bank leading to change of service integrator or service provider as per requirement of new entity post amalgamation / Merger. In such case Bank is not liable for any payment for undelivered portion of services due to termination of contract.

c) Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to provide the facilities to JCCB at the site.

d) Reverse transition mechanism would be activated in the event of cancellation of the RFP/contract or exit by the parties prior to expiry of the RFP/contract. The Bidder should perform a reverse transition mechanism to JCCB or its selected vendor. The reverse transition mechanism would facilitate an orderly transfer of services to JCCB or to an alternative 3rd party / vendor nominated by JCCB. Where JCCB elects to transfer the responsibility for service delivery vendor(s), JCCB will nominate a service provider who will be responsible for all dealings with the Bidder regarding the delivery of the reverse transition services.

e) The reverse transition services to be provided by the Bidder shall include the following:

1. The Bidder shall suitably and adequately train JCCB or its designated team or new service provider for fully and effectively changeover of bank's CBS and allied services.
2. Bidder shall provide adequate documentation thereof.
3. The Bidder shall jointly manage the Links with JCCB or designated team for a reasonable period of time

### **19) Extension of RFP/Contract**

The bidder shall be required to consistently execute, in a successful and professional manner, the jobs assigned under this RFP/Contract, to the satisfaction of and as decided by JCCB up to a contract period reckoned from the date of commencement of the services and may be extended for further period on satisfactory performance by bidder. However even in case, the bidder is not interested to extend the Contract for a further period, bidder shall be essentially required to execute the work at least for next 6months period on the same rates and terms & conditions of the RFP/Contract. JCCB at its sole discretion may extend the

contract for a period of One (1) years from the date of completion of initial contract period with mutually agreed terms between the service provider(s) and bank.

#### **20) Order Cancellation**

JCCB reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to JCCB alone;

- i. Delay in delivery and services beyond the specified period as set out in the Purchase Order before acceptance of the product; or,
- ii. Serious discrepancy in the quality of service expected.
- iii. If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the bidder turns out to be incorrect and/or bidder conceals or suppresses material information.

In case of order cancellation, any payments made by JCCB to the Bidder for the particular service would necessarily have to be returned to JCCB with interest @ 10% per annum from the date of each such payment. Further the Bidder would also be required to compensate JCCB for any direct loss incurred by JCCB due to the cancellation of the Purchase Order and any additional expenditure to be incurred by JCCB to appoint any other Bidder.

#### **21) Termination of Contract**

For Amalgamation / Merger of bank: Bank with written notice of 3 months to Bidder, may terminate the contract in whole or in part at any time for its convenience giving three months prior notice. The notice of termination may specify that the termination is for convenience the extent to which Bidder's performance under the contract is terminated and the date upon which such termination become effective. JCCB will release any payment applicable till date of termination for services taken, but will not release any payment request raised by vendor for termination for amalgamation or merger of bank as per instruction of GOI

For Insolvency: JCCB at any time may terminate the contract by giving written notice to Bidder, if Bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to JCCB.

For Non-Performance: JCCB reserves its right to terminate the contract in the event of Bidder's repeated failures (more than 3 occasions in a calendar year in maintaining the service level as defined in the Contract).

Notice: In the event of termination, JCCB will issue notice to Vendor for a period of 60 days over e-mail / registered mail.

#### **22) Effect of Termination**

- a) The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
- b) Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services.
- c) The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by JCCB, continue to provide facility to JCCB at no less favourable terms than those contained in this RFP. In case JCCB wants to continue with the Bidder's facility after the completion of this RFP/contract then the Bidder shall offer the same terms to JCCB.

d) JCCB shall make such pro rata payment for services rendered by the Bidder and accepted by JCCB at the sole discretion of JCCB in the event of termination, provided that the Bidder is in compliance with its obligations till such date. However, no payment for “costs incurred, or irrevocably committed to, up to the effective date of such termination” will be admissible. There shall be no termination compensation payable to the Bidder.

e) JCCB may make payments of undisputed amounts to the Bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

f) Upon cancellation of contract/completion of period of service, the Bidder should peacefully handover the legal possession of all the assets provided and obtain discharge from JCCB. JCCB also reserves the right to assign or allot or award the contract to any third party upon cancellation of the availed services.

### **23) Merger and Amalgamation**

In the event of any merger or amalgamation:

- The vendor shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank’s written consent
- If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bank and the Vendor under this RFP
- Bank at its sole discretion may terminate the contract with written notice of 3 months in advance in the event of Merger or Amalgamation of Bank of any such order to this effect issued by Govt. of India.

### **24) Force Majeure**

If either party is prevented, restricted, delayed or interfered by reason of:

- a) Fire, explosion, cyclone, floods, droughts, earthquakes, epidemics;
- b) War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion;
- c) Any law, order, proclamation, ordinance or requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations;
- d) Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein;
- e) Any other circumstances beyond the control of the party affected; then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected used its best efforts to remove such cause of non-performances, and when removed the party shall continue performance with the utmost dispatch.

Each of the parties agrees to give written notice forthwith to the other upon becoming aware of an Event of Force Majeure, the said notice to contain details of the circumstances giving rise to the Event of Force Majeure. If the Event of Force Majeure shall continue for more than thirty (30) days either party shall be entitled to terminate the Agreement at any time thereafter without notice.

Notwithstanding the provisions of the RFP, the successful bidder or JCCB shall not be liable for penalty or termination for default if and to the extent that it’s delay in performance or

other failure to perform its obligations under the contract is the result of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the successful bidder and not involving JCCB or the successful bidder's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.

If force majeure situation arises, the successful bidder shall promptly notify JCCB in writing of such condition and cause thereof. Unless otherwise directed by JCCB in writing, the successful shall continue to perform its obligations under contract as far as possible. Neither party shall have any liability to the other in respect of the termination of this Agreement as a result of an Event of Force Majeure.

### **25) Corrupt and Fraudulent Practices**

1 As per Central Vigilance Commission (CVC) directives, it is required that Bidders/ Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

2 "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution  
AND

3 "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

4 The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

5 The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time, it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

6 The decision of Bank in determining the above aspects will be final and binding on the all the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.

7 Any effort/attempt by a Bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.

8 The selected Bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for the scope of work covered in this RFP.

### **26) Resolution of Disputes**

1. Amicable Settlement - In the event of any dispute, difference or claim arising out of or relating to this RFP, the Purchase Order/Work Order, or execution of the contract, the parties shall first attempt to resolve the matter amicably through mutual discussions and negotiations.

2. Reference to Competent Authority - If the dispute is not resolved through mutual discussions within a reasonable period, the matter may be referred to the Administrator of

the Bank, whose decision shall be binding to the extent permissible under the applicable procurement rules.

3. Remedies under RTPP Act - Any bidder aggrieved by the procurement process may seek remedies as provided under the Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rules, 2013, including filing an appeal before the appropriate authority as prescribed under the Act.

4. Jurisdiction of Courts Subject to the provisions of the RTPP Act and Rules, the courts situated at [Jaipur], Rajasthan shall have exclusive jurisdiction over all disputes arising out of or relating to this RFP and the resulting contract.

### **27) Compliance with Applicable Laws of India**

The Bidder confirms to JCCB that it complies with all Central, State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify JCCB about compliance with all laws in force including Information Technology Act 2000, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this RFP/Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect JCCB and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this RFP or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of this RFP, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate JCCB and its employees/officers/staff/personnel/representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and JCCB will give notice of any such claim or demand of liability within reasonable time to the Bidder.

### **28) Legal Compliances:**

The Bidder confirms to JCCB that its personnel/ employees/staff are covered under the provision of various Acts enacted for the protection and benefits of workmen /employees /staff or otherwise such as Employees State Insurance Act and Employees Provident Fund Miscellaneous Provision Act etc. and such other Acts like Profession Tax Act etc. as applicable and that Bidder is duly registered under the provisions of the said Acts and is complying with the provisions of the Acts.

The Bidder shall allow JCCB as well as regulatory authorities to verify books in so far as they relate to compliance with the provisions of these Acts and shall provide on demand by JCCB & regulatory authorities such documentary proof as may be necessary to confirm compliance in this regard. JCCB shall not be responsible in any event to the employees of Bidder for any of their outstanding claims or liability in that regard. JCCB shall not be responsible for any claim or demand made by such personnel for their dues outstanding against Bidder.

Both Bidder and OEM must comply to the Office Memorandum issued by Department of Expenditure under Ministry of Finance with F.No. 6/18/2019-PPD dated 23rd July 2020.

Bidder and OEM(s) registered under Rule 144(xi) of the General Financial Rules (GFRs) should share the registration document upon demand by Technical Committee of Bank.

**29) Intellectual Property Rights:**

All rights, title and interest of JCCB in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of JCCB and Bidder shall not be entitled to use the same without the express prior written consent of JCCB. Nothing in contract including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to contract shall either vest or shall be construed so that to vest any proprietary rights to the Bidder. Notwithstanding, anything contained in Contract, this clause shall survive indefinitely, even after termination of this Purchase Order.

All copyrights and other intellectual property rights existing prior to the "Effective Date" will belong to the party that owned such rights immediately prior to the "Effective Date". All modifications and enhancements to, and derivative works from, pre-existing intellectual property rights will belong to the party that owned such pre-existing intellectual property rights. Neither party will gain by virtue of this Contract any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other.

**30) Applicable Law and Jurisdiction**

The Agreement shall be governed by and interpreted in accordance with the Indian Law. The jurisdiction and venue of any action with respect to the subject-matter of this Agreement shall be the Courts of Jaipur in India and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action.

**31) No Damage of JCCB Property**

Bidder shall ensure that there is no loss or damage to the property of JCCB while executing the RFP/Contract. In case, it is found that there is any such loss/damage due to direct negligence/non-performance of duty by any personnel, the amount of loss/damage so fixed by JCCB shall be recovered from Bidder.

**32) Fraudulent and Corrupt Practice**

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of RFP and includes collusive practice among Bidder's (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the JCCB of the benefits of free and open competition.

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official or an JCCB official in the process of project execution. JCCB will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing the project.

**33) Governing Language**

All correspondences and other documents pertaining to this Agreement shall be in English only.

**34) Addresses for Notices**

Following shall be address of JCCB for notice purpose:

The Managing Director,  
Head Office,  
The Jaipur Central Cooperative Bank Ltd,  
F-1, Nursery Circle , Vaishali nagar  
Jaipur,

Rajasthan – 302021

### **35) Merger and Amalgamation**

In the event of any merger or amalgamation:

- The vendor shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's written consent.
- If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP/Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bank and the Vendor under this tender.

### **36) Technical Specifications :**

1. Speed – 30 ppm / 60 ipm @ 300 dpi on colour and B&W both model.
2. Daily duty cycle should be min. 3000 pages
3. Bid specific MAF required.
4. OEM Service center list at all divisional head quarter
5. Technical compliance on OEM letter head
6. Bidder annual average turnover for last 3 years (2022-23,2023-24,2024-25) turnover should be as per Bid on GEM.
7. OEM annual average turnover for last 3 years (2022-23,2023-24,2024-25) turnover should be as per Bid on GEM
8. Product data sheet should be provided by the vendor .

### **37) Eligibility Criteria**

The participating bidder shall qualify the eligibility criteria mentioned as under in addition to the other terms and conditions mentioned in this tender. Bidder shall submit the required evidences and copy of document under technical bid in GeM. Bank may validate the evidence received from the bidder for verification of authenticity. On failure to receive any satisfactory reply from the issuing authority of the submitted evidence document, Bank reserve its rights to consider the submitted evidence as invalid document for the referenced eligibility criterion.

Sl. Eligibility Criteria Supporting Document Remarks

1 The bidder should be a company registered in India as per The Company Act 1956 /2013 and should be in existence for last 5 years from the date of tender. The bidder should be registered under PAN & GST.

Copy of the

1. Certificate of Incorporation
2. Copies of memorandum and article of association
3. PAN Card
4. GST Registration

to be uploaded in GeM.

2 Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for 3 years before the bid opening date.

Copies of relevant contracts to be submitted by bidder along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

3 Supplier shall ensure that the Invoice is raised in the name of The Jaipur Central Cooperative Bank Ltd only. Bidder to upload undertaking to this effect with bid.

4 Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) since 1st April 2021 to till date.

Letter of confirmation (self-certified letter signed by authorized official of the bidder)

5 The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017.

or

Undertaking and Copy of certificate of valid registration with the Competent Authority (If applicable) (signed /Digitally signed documents from authorized representative of bidder & OSD/OEM) Sl. Eligibility Criteria Supporting Document Remarks The Bidder is from such a country and has been registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure to the said Office Memorandum / Order and we submit the proof of registration herewith.

6 The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management having common partners has not participated in the bid process.

Letter of confirmation (self-certified letter signed by authorized official of the bidder)

7 If bidder (partner of OEM) is not able to fulfil its obligation to support the product during the contract period, OEM will have to ensure support as per contract. An undertaking from the OEM to this effect must be submitted.

Separate Letter of confirmation from the OEM needs to be submitted. This is not applicable in case if OEM bids directly.

8 Manufacturer Authorization: Bidder shall submit bid specific Manufacture Authorization from OEM.

Bid specific authorization letter to be submitted.

9 Bidders shall submit Integrity Pact (format attached) and Power of attorney.

Bidders shall have to upload scanned copy of signed integrity pact in applicable amount of stamp paper as per Bank's policy along with bid. Bidders also shall submit the physical (original) copy of Integrity Pact and power of attorney.

10 Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents.

11 OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document.

Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the

Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid.

Sl. Eligibility Criteria Supporting Document Remarks turnover details for the relevant period shall be uploaded with the bid.

12 Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document.

Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid.

13 The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt.

Bidder to upload undertaking to this effect with bid.

14 Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 3 years residual market life i.e. the offered product shall not be declared end of life by the OEM before this period. Bidder to upload undertaking to this effect with bid.

15 ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification. Bidder to upload ISO 9001 certificate with bid.

Annexure - A EMD

[Bank's Name, and Address of Issuing Branch or Office]

The Jaipur Central Cooperative Bank Ltd

Date:

BID GUARANTEE No.:

We have been informed that..... (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of..... under RFP No.....

Furthermore, we understand that, according to your conditions, bids must be supported by a bank guarantee.

At the request of the Bidder, we hereby irrevocably undertake to pay you without any demur or protest, any sum or sums not exceeding in total an amount of Rs..... /- (Rupees only) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) Has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by JCCB during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire:

- (a) If the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or
- (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twelve months after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the Office on or before that date.

[Signature]

Date (date should be one year from the date of expiry of this Bank Guarantee).

All claims under this Bank Guarantee will be payable at -----  
-----

- ----- (Bank & Its Address).

{Signature of the Authorized representatives of the Bank}

Date

Beneficiary: THE JAIPUR CENTRAL COOPERATIVE BANK LTD

Head Office, F-1,Nursery Circle , Vaishali Nagar , Jaipur - 302021 Performance Bank

Guarantee No:

Annexure – C Non-Disclosure Agreement

This Agreement is made and entered on this ----- day of ----- , 2026 (“Effective Date”) between

The Jaipur Central Cooperative Bank Ltd, having its Administrative Office at F-1,Nursery Circle , Vaishali Nagar , Jaipur - 302021 hereinafter called the (Hereinafter referred to as “JCCB”, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns) ;

AND....., a company registered in .....and having its registered office

At..... (Hereinafter referred to as “ ”, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns).

The term “Disclosing Party” refers to the party disclosing the confidential information to the other party of this Agreement and the term “Receiving Party” means the party to this Agreement which is receiving the confidential information from the Disclosing Party. JCCB and shall hereinafter be jointly referred to as the “Parties” and individually as a “Party”.

NOW THEREFORE

In consideration of the mutual protection of information herein by the parties hereto and such additional promises and understandings as are hereinafter set forth, the parties agree as follows:

**Article 1: Purpose**

The purpose of this Agreement is to maintain in confidence the various Confidential Information, which is provided between JCCB and to perform the considerations (hereinafter called “Purpose”) set forth in below:

**Supply of 26 Flatbed Scanner**

**Article 2: DEFINITION**

For purposes of this Agreement, "Confidential Information" means the terms and conditions, and with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/ consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which

- (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement;
- (ii) (ii) is lawfully acquired by the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the Receiving Party prior to its disclosure under this Agreement; (iv) was or is independently developed by the Receiving Party without breach of this Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded

confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party's sole costs.

Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

### **Article 3: NO LICENSES**

This Agreement does not obligate either party to disclose any particular proprietary information; to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products; or to enter into any other form of business, contract or arrangement. Furthermore, nothing contained hereunder shall be construed as creating, conveying, transferring, granting or conferring by one party on the other party any rights, license or authority in or to the Confidential Information disclosed under this Agreement.

### **Article 4: DISCLOSURE**

1. Receiving Party agrees and undertakes that it shall not, without first obtaining the written consent of the Disclosing Party, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except both parties may disclose any Confidential Information to their Affiliates, directors, officers, employees or advisors of their own or of Affiliates on a "need to know" basis to enable them to evaluate such Confidential Information in connection with the negotiation of the possible business relationship; provided that such persons have been informed of, and agree to be bound by obligations which are at least as strict as the recipient's obligations hereunder. For the purpose of this Agreement, Affiliates shall mean, with respect to any party, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of contractual relationship or otherwise.

2. The Receiving Party shall use the same degree of care and protection to protect the Confidential Information received by it from the Disclosing Party as it uses to protect its own Confidential Information of a like nature, and in no event such degree of care and protection shall be of less than a reasonable degree of care.

3. The Disclosing Party shall not be in any way responsible for any decisions or commitments made by Receiving Party in relying on the Disclosing Party's Confidential Information.

### **Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION**

The parties agree that upon termination of this Agreement or at any time during its currency, at the request of the Disclosing Party, the Receiving Party shall promptly deliver to the Disclosing Party the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Receiving Party or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

### **Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS**

Both parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, nothing in this Agreement will prohibit the Receiving Party from developing or having developed for it products, concepts, systems

or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

**Article 7: INJUNCTIVE RELIEF**

The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.

**Article 8: NON-WAIVER**

No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

**Article 9: DISPUTE RESOLUTION**

If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with or arising out of this Agreement, the dispute shall be referred to arbitration under the Indian Arbitration and Conciliation Act, 1996 by a sole arbitrator mutually agreed upon. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators, one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. Arbitration shall be held in Jaipur, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the parties.

**Article 10: GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed exclusively by the laws of India and jurisdiction shall be vested exclusively in the courts at Jaipur in India.

**Article 11: NON-ASSIGNMENT**

This Agreement shall not be amended, modified, assigned or transferred by either party without the prior written consent of the other party.

**Article 12: TERM**

This Agreement shall remain valid from the effective date until the termination of this Agreement. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination of this Agreement for a period of three (3) years after the termination of this Agreement.

**Article 13: INTELLECTUAL PROPERTY RIGHTS**

Neither Party will use or permit the use of the other Party's names, logos, trademarks or other identifying data, or infringe Patent, Copyrights or otherwise discuss or make reference to such other Party in any notices to third Parties, any promotional or marketing material or in any press release or other public announcement or advertisement, however characterized, without such other Party's prior written consent.

**Article 14: GENERAL**

1. Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.
2. This Agreement and the confidentiality obligations of the Parties under this Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal,

unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement.

3. Any breach of any provision of this Agreement by a party hereto shall not affect the other party's nondisclosure and non-use obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their duly authorized representatives as of the Effective Date written above.

THE JAIPUR CENTRAL COOPERATIVE BANK LTD	TYPE COMPANY NAME
By: Name	By: Name
: Designation:	: Designation:

Witness 1:

Witness 2: