EMPANELMENT OF VENDORS FOR END TO END STATIONERY MANAGEMENT UNDER PRINT MANAGEMENT SOLUTION (PMS)

REQUEST FOR PROPOSAL (RFP)

RFP REFERENCE NO. HO: STN: SF: 114: 528 DATED: 13.10.2022

Bank of Baroda,
Operations and Services Department.
Stationery & Security Forms
Head Office,Seventh Floor, Baroda Bhavan,
R C Dutt Road, Alkapuri,
Baroda - 390 007(Gujarat)
(0265- 2316774/2316773/2316772/2316759).

PART 1: INVITATION TO BID

In order to implement the outsourcing model of stationery management of various branches/offices in pan India, **Bank of Baroda,** (hereinafter referred to as BOB / the Bank) registered at Mandavi, Head Office situated at Baroda Bhawan, 7th Floor, R C Dutt Road, Alkapuri - 390 007 proposes to invite Request for Proposal (RFP) tenders from established organizations (hereinafter referred to as "Bidder") who are capable and willing to undertake supplying various types of stationery items**,** as required by branches and offices of the BANK within the given timeline and also provide MIS and Complaint & Grievance Redressal system, Delivery Management system in an efficient manner based on a robust IT platform to be integrated with the IT system of the Bank as per details listed out in this document. The Bidder should have the capability to timely deliver stationery items across 8000+ branches / offices of the bank located in all states of the country, including a large number of branches in rural and also in hilly areas apart from having capability to meet scope of work.

The RFP document will be available at Bank's website which could be accessed through URL address www.bankofbaroda.in

The RFP bid document should be submitted to the office of:

The General Manager (Operations & Services), Bank of Baroda, Head Office, Baroda Bhawan, 7th Floor, R C Dutt Road, Alkapuri, Vadodara - 390 007.
Email: stationery.ho@bankofbaroda.com

- Please note that all the desired information needs to be provided. Incomplete information may lead to non-consideration of the proposal.
- All Bids must be accompanied by Earnest Money Deposit as specified in the Bid document.
- Bank reserves the right to change/modify the dates/terms & conditions mentioned in this RFP document as per its requirement, which will be communicated to the bidders.
- The information provided by the bidders in response to this RFP document will become the property of Bank of Baroda and will not be returned. Bank of Baroda reserves the right to amend, withdraw or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them.

PART 2

(A) SCHEDULE OF EVENTS

Sr. No	Particulars	Time / Date / Other Details
1.	RFP Issuance Date	**13-10-2022**
2.	RFP Coordinator Name, Contact details (Bank)	**The Chief Manager** **Stationery & Security Forms Dept,** **Bank of Baroda, HO** **Baroda Bhavan, 7th Floor,** **R C Dutt Road, Alkapuri,** **Vadodara – 290007** **Phone No – 0265 231 6759/ 6774/ 6773/ 6789**
3.	Last date and time for receipt of written queries/e-mail for clarification from Bidders	**21-10-2022 up to 5.00 PM**
4.	Pre-Bid meeting Date & Time.	○ Pre bid meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) on 27.10.2022 ○ Bidder to submit a maximum of -2- participant's names, contact numbers, designations and e-mail IDs on stationery.ho@bankofbaroda.com along with pre-bid clarification. ○ Meeting invite Link will be sent by the Bank to bidder's provided email IDs to join the Online Meeting as per the schedule mentioned above. Bidder representatives will have to click the Bank provided link (provided in the e-mail) to join the On-Line Pre-bid meeting
5.	Last Date of Submission of RFP Response (Closing Date)	**11-11-2022 up to 05.00 PM**
6.	Date and Time for opening of Technical Bid	**14-11-2022 at 11.30 AM** Representatives of Bidders, at their option, may be present during opening of Bid. However, Bids will be opened even in the absence of any or all of the Bidder's representatives.

7.	Date and Time for opening of Financial Bid	The commercial bids of only those Bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders..
8.	Place of opening of Bids	**Bank of Baroda, Head Office, Baroda Bhawan, 7th Floor, Conference Room, R C Dutt Road, Alkapuri, Vadodara - 390 007.**
9.	Address for communication (Bank)	**The General Manager (Operations & Services), Bank of Baroda, Head Office, Baroda Bhawan, 7th Floor, R C Dutt Road, Alkapuri, Vadodara - 390 007.**
10.	Bid Fee	Non-Refundable fee of **Rs.50,000/- (Rupees Fifty Thousand only) + GST @ 18 %** (Total Rs.59000/-)per bid submission. Pay Order / Demand Draft, drawn in favour of BANK OF BARODA, payable at Baroda.
11.	Estimated Cost of Project (for 3 years)	Rs.65,00,00,000/- (Rupees Sixty five crores only)
12.	Earnest Money Deposit	**Rs. 1.30 crores /-(Rupees One crore Thirty Lakhs only)** (EMD can be deposited by means of a Demand Draft/Pay Order in favour of BANK OF BARODA and payable at Vadodara which shall be retained for 180 days (or) by submission of Bank Guarantee as per Annexure "H-2" for a period not less than 180 days from the last date of submission of the bids.
13.	Security Deposit	Successful tenderer/s will have to give Security Deposit (@ 3% of total project cost for 3 years which will be arrived on the basis of actual rate quoted by the bidders) in the form of Bank Guarantee as per Annexure "I" for a period of 42 months from the date of empanelment.

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. Recipient, Respondent, Bidder, service provider, means the respondent to the RFP document
3. RFP means the Request For Proposal document
4. Proposal, Bid means "Response to the RFP Document"
5. Support means Support & Services to be provided as part of the Scope of Work
6. SLA means Service level Agreement

Please note:

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -

a. An entity incorporated, established or registered in such a country; or
b. A subsidiary of an entity incorporated, established or registered in such a country; or
c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
d. An entity whose *beneficial owner* is situated in such a country; or
e. An Indian (or other) agent of such an entity; or
f. A natural person who is a citizen of such a country; or
g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. **The *beneficial owner* for the purpose of (iii) above will be as under:**

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

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

The successful bidder shall not be allowed to sub-contract works to any contractor from a

country which shares a land border with India unless such contractor is registered with the Competent Authority.

Confidentiality:

This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Bank of Baroda expects the vendors or any person acting on behalf of the vendors strictly adhere to the instructions given in the document and maintain confidentiality of information. The vendors will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank In the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

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A. INTRODUCTION

3.1 OVERVIEW:

BANK OF BARODA is one of the largest banks with a network of over 8000+ branches spread across PAN India. The Bank also has presence in 24 countries across the globe. The Bank offers wide range of products and services to both Corporate and Retail Customers. The Bank also has one of the largest networks of more than 10,000 ATMs spread across geographical locations. Bank also provides services to its customers through alternate delivery channels such as Internet Banking, ATMs, Kiosks and Mobile Banking etc. To expand further reach, Bank is also forging ahead with cutting edge technologies and innovative new banking models and implementing various initiatives.

The stationery management in the bank includes both types of stationery i.e. customized as well as non-customized. While the non-customized items include general office supply items of good quality and of standard make which are openly available in the market, the customized items include BANK specific stationery in the form of various registers, forms and vouchers etc. These customized items need to be printed specifically as per the requirement of the various branches/offices of bank spread over PAN India on the prescribed paper, format, quality, colour and size etc. with particular font and may be bilingual or trilingual depending on the requirement.

3.2 OBJECTIVES:

The objective of this Request For Proposal is to select vendors who are interested and capable of supplying on time, different types of stationery items tentatively mentioned in Annexure 'K'**,** as required by branches and offices of BANK and also provide Complaint & Grievance Redressal system, Delivery Management system in an efficient manner based on a robust IT as per details listed out in this document. **The Vendors have to submit to the bank their documented plan about their Printing, Sourcing, Indenting, Analyzing Delivery capabilities & mechanism and IT infrastructure which will be integrated/dovetailed with Bank's existing systems satisfying the bank's needs and acceptable to bank.**

The selected vendor should have the **capability to deliver stationery items across 8000+ branches / offices of the bank located in all states of the country, including a large number of branches in rural and also in hilly areas.**

3.3 ELIGIBILITY CRITERIA:

The process is open to all Bidders (Incorporated bodies / Partnership Firms) who are capable and interested in meeting bank's implemented IT initiative project viz. Print Management Solutions (PMS). The Vendors intending to bid for Print Management Solutions (PMS) should fulfill the following criteria:-

S. No	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted with the Bid
1.	The Bidder should be a Corporation Organization/PSU/PSE/Private/Public Limited Indian Company/Partnership/ LLP/ Proprietorship firms under Indian Laws. The Bidder shall submit the certificate of Incorporation along with the Technical Bid in respect of this requirement.		Copy of the Partnership deed/ Proprietorship/Bye Laws (MOA+AOA)/Certificate of incorporation issued by Register of Companies along with Memorandum & Articles of Association and full address of the registered office.
2.	The Bidder should have achieved the following: a) Domestic annual financial turnover on account of supply of stationery or printing and supply of stationery: Rs. 25 Crores during any of the last three financial i.e. 2019-2020, 2020-21 & 2021-22. b) In all three financial years i.e. 2019-2020, 2020-21 & 2021-22 the Bidder should have achieved the following 1. Positive Net worth 2. Bidder should be Profit making firm (Net profit)		Copy of the Audited Balance Sheet for 2019-20, 2020-21 and Audited/ Unaudited Balance Sheet for 2021-22. For 2021-22 provisional Balance sheet would be required if audited balance sheet is not available. Bidder to provide certificate from CA certifying the annual Turnover from stationery or printing and supply of stationery services, if the item not mentioned specifically in the Balance sheet.
3.	Experience in the line of business: Minimum last 3 years		Bidder to submit documents evidencing work experience.
4.	The Bidder should have the 2 years' experience of having supplied customized stationery to minimum 2 big organizations of repute in Banking, Financial Services & Insurance (BFSI) sector having 200 or more offices/branches spread over 5 or more states (including rural, hilly, remote areas) with the requisite logistic arrangements.		Number and Name with address of BFSI clients. Client's certificates also to be enclosed indicating No of branches served with name of states and

5.	Bidder should have printing arrangement at least at two printing locations in two different states. Out of the two locations minimum one location should be owned by the bidder. The printer may tie up with printers located in other states having ISO or equivalent certifications for printing Job from different locations of different states. Printer should inform in details of all printing locations in India with a declaration to be used more than one locations in different states for printing of stationery for fast delivery. Also any one of the printers of tie up can bid. If both the printers under tie up submit bids separately, then both the bids will be rejected.		Bidder to submit documents evidencing owned premises along with self declaration with factory details of other states to fulfil the requirement Bidder to submit documents evidencing tie-up arrangements with ISO or equivalent certification. Tie up should be at least 2 months prior to the date of floating of RFP and should also be valid during the period of contract.
6.	Bidder should have all the necessary approvals/statutory clearances in place to undertake the activities viz. E.S.I.C., P.F., GST Registration and applicable Labor Law registration/Licenses.		Photocopies of valid registrations and licenses should be furnished with the Technical Bid.(Self Attested)
7.	Service Providers should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Tendering Authority.		Affidavit as per Annexure "J-2"
8.	The Bidder should preferably own an existing IT architecture/e-platform for sharing of purchase order and response file with bank after execution of orders.		Details on letter head of their existing IT infrastructure. Also details of Technical support which the Bidder is offering to bank shall be provided.
9.	The Bidder should be agreeable to make provision of a dedicated help desk for the Bank.		Details on letter head about the facilities, vendor plan to provide for complaint & grievance redressal mechanism.
10	The Bidders should have the capability to timely deliver stationery items across minimum 2500 branches/offices of the Bank located in different states of the country, including rural, hilly and remote areas.		Details of similar projects executed by them in last 2 years and documents supporting the information

11	Bidder has to score minimum 60% (6 out of 10) marks in factory visit given in Technical evaluation		

(Necessary documents and experience certificates should be in the name of Bidder only. Third part certificates will not be considered)

3.4 BROAD SCOPE OF WORK:

The selected vendor will be responsible for implementation of end to end stationery management solution in the bank i.e. printing/procurement of all standardized/ non-standardized stationery items in specified formats, quality, specifications and supplying the same within specified TAT to the branches/offices as per online requisition/indenting made through Bank's in house stationery ordering system and/or vendor's system along with generation of MIS and provision of other support services.

a) One or more than one vendor will be selected Pan India and one or more than one zone(s)/state(s) will be allotted as per bank's discretion. Various Zones tentatively will cover the branches/offices located in the following Regional Offices:

S. N.	ZONE	REGION
1	AHMEDABAD ZONE	AHMEDABAD - I REGION
		AHMEDABAD - II REGION
		AHMEDABAD - III REGION
		ANAND REGION
		BANAS KANTHA REGION
		GANDHINAGAR REGION
		KHEDA REGION
		MEHSANA REGION
		SABARKANTHA REGION
2	BARODA ZONE	BARODA CITY - II REGION
		BARODA CITY REGION
		BARODA DISTRICT REGION
		BHARUCH REGION
		GODHRA - II REGION
		GODHRA REGION
		NAVSARI REGION
		SURAT CITY - II REGION
		SURAT CITY REGION
		SURAT DISTRICT REGION
		VALSAD REGION
3	BENGALURU ZONE	BENGALURU CENTRAL REGION

		BENGALURU NORTH REGION
		BENGALURU RURAL REGION
		BENGALURU SOUTH REGION
		MANDYA REGION
		MYSURU REGION
4	BHOPAL ZONE	BHOPAL REGION
		BILASPUR REGION
		DHAMTARI REGION
		DURG REGION
		INDORE REGION
		JABALPUR REGION
		RAIPUR REGION
		RATLAM REGION
		SAGAR REGION
5	CHANDIGARH ZONE	AMRITSAR REGION
		CHANDIGARH REGION
		HISSAR REGION
		JALANDHAR REGION
		KARNAL REGION
		LUDHIANA REGION
		SHIMLA REGION
6	CHENNAI ZONE	CHENNAI METRO REGION
		CHENNAI RURAL REGION
		COIMBATORE REGION
		MADURAI REGION
		PUDUCHERRY REGION
		TIRUCHIRAPALLI REGION
7	ERNAKULAM ZONE	CALICUTT REGION
		ERNAKULAM REGION
		THRISSUR REGION
		TRIVANDRUM REGION
8	HYDERABAD ZONE	GUNTUR REGION
		HYDERABAD METRO REGION
		RAJAHMUNDRY REGION
		TELANGANA NORTH REGION
		TELANGANA SOUTH REGION
		TIRUPATHI REGION
		VIJAYAWADA REGION
		VISHAKHAPATNAM REGION
9	JAIPUR ZONE	AJMER REGION
		ALWAR REGION
		BANSWARA REGION

		BHARATPUR REGION
		BHILWARA REGION
		BIKANER REGION
		JAIPUR REGION
		JHUNJHUNU REGION
		JODHPUR REGION
		KOTA REGION
		SAWAI MADHOPUR REGION
		UDAIPUR REGION
10	KOLKATA ZONE	BURDWAN REGION
		GREATER KOLKATA REGION
		GUWAHATI REGION
		JORHAT REGION
		KOLKATA METRO -2 REGION
		KOLKATA METRO REGION
		SILIGURI REGION
11	LUCKNOW ZONE	AMBEDKAR NAGAR REGION
		AYODHYA REGION
		FATEHPUR REGION
		GORAKHPUR REGION
		KANPUR DEHAT REGION
		KANPUR METRO REGION
		LUCKNOW DISTRICT REGION
		LUCKNOW METRO REGION
		PRAYAGRAJ - II REGION
		PRAYAGRAJ REGION
		RAE BARELI REGION
		SULTANPUR REGION
		VARANASI - II REGION
		VARANASI REGION
12	MANGALURU ZONE	GULBARGA REGION
		HASSAN REGION
		HUBBALLI REGION
		MANGALURU CITY REGION
		MANGALURU DISTRICT REGION
		UDUPI - II REGION
		UDUPI REGION
13	MEERUT ZONE	AGRA REGION
		ALIGARH REGION
		BAREILLY CITY REGION
		BAREILLY DISTRICT REGION
		DEHRADUN REGION

		HALDWANI - II REGION
		HALDWANI REGION
		MEERUT REGION
		MORADABAD REGION
		SHAHJAHANPUR REGION
14	MUMBAI ZONE	MUMBAI METRO CENTRAL REGION
		MUMBAI METRO EAST REGION
		MUMBAI METRO NORTH REGION
		MUMBAI METRO SOUTH REGION
		MUMBAI METRO WEST REGION
		NAVI MUMBAI REGION
15	NEW DELHI ZONE	EAST DELHI REGION
		GURGAON REGION
		NOIDA REGION
		NORTH DELHI REGION
		SOUTH DELHI REGION
		WEST DELHI REGION
16	PATNA ZONE	CUTTACK REGION
		BHUBANESWAR REGION
		GAYA REGION
		JAMSHEDPUR REGION
		MUZAFFARPUR - II REGION
		MUZAFFARPUR REGION
		PATNA REGION
		PURNEA REGION
		RANCHI REGION
		SAMBALPUR REGION
17	PUNE ZONE	AMRAVATI REGION
		AURANGABAD REGION
		JALGAON REGION
		KOLHAPUR REGION
		NAGPUR REGION
		NASHIK REGION
		PANAJI REGION
		PUNE CITY REGION
		PUNE DISTRICT REGION
		SOLAPUR REGION
18	RAJKOT ZONE	SURENDRANAGAR REGION
		BHAVNAGAR REGION
		BHUJ REGION
		JAMNAGAR REGION
		JUNAGADH REGION

		RAJKOT REGION

List of states/UTs covered under various Regions is given in Annexure "F". However, the zone wise classification / Region wise details is only tentative and bank reserves the right to change/modify/reallocate the areas as per its requirements and the same cannot be challenged on any ground (like loss of business etc.)

b) **Lowest rate (L1) will be accepted for placing the purchase orders.** Bank may split contract between L-1, L-2 & L-3 vendors in a ratio 50:30:20. If L3 bidder doen not agree to match L1 rate then order will be split between L1 & L2 in the ratio 60:40, if no bidder matches the L1 rate then 100% work will be awarded to L1 bidder. Before issuing purchase order selected vendor has to provide sample of each stationery items as per bank's specification. Soft copies of the stationery items in pdf format will be provided to the vendor by bank.

c) The contract would be for a period of 3 years from the date of execution of SLA subject to annual/periodical review. The Bank will review the performance of vendors periodically/every 12 months based on the feedback received from operating units and will take suitable decision about continuation or otherwise. Bank reserves the right to cancel the contract based on the above review and after issuing notice of 30 days. In case of cancellation of contract reallocation of job shall be done with others selected vendor as per the terms mentioned in point No "b" above.

d) The selected vendor will be required to supply stationery items as per the indents raised by the branches and offices during the period of contract at the contracted rate within the timeline specified as per Annexure "G". Timeline given in Annexure "G" will be adhered for the request of indents received by the vendor. Please note that files for indents shall be sent twice in a month in encrypted file through SFTP/MOVE IT. However, Bank may change periodicity of sending indent files to vendors. In case of exigency, HO Baroda may also place indent for any branch/office to be supplied on urgent basis preferably within the said timeline and at agreed rates under Print Management Solutions (PMS).

e) Vendor may also be given some other additional area and/or some area/Zones may be removed/ modified purely at the discretion of bank as per its requirement for supply of items at the same contracted rate.

f) Bank reserves the right to procure item/items from other zone vendor/outside vendor in case of non-performance or as per its requirement. Bank is not bound to procure all the items from the selected vendor.

g) The list of various items along with tentative consumption in terms of quantity as well as specifications has been given in excel sheet as per Annexure "K". However, the items mentioned are only tentative and this number may further increase or decrease considering language (Single/ bilingual/trilingual) as well as fabrication (Perforation, Folding, Pad Form, booklet, letter form, Centre Pinning, Centre sewing, Centre gluing, Serial Numbering, barcoding, other customized format etc.).

"It is envisaged that there may be intermittent modifications in some/many of existing stationery items. Similarly, new stationery items may also have to be introduced periodically, to meet business regulatory requirements. In all such cases, the number of pages increased will be primary determinant in fixing the pricing of these items. Which will be arrived at by rates of comparable items/changes made or rate discovered by the bank. Bank's decision in this regard will be final and acceptable to all vendors.

h) Vendor will have to execute modifications/deletion/addition if any in existing stationery items promptly within the timelines specified by the Bank on a case-to-case basis. **While the bank will take utmost care, the loss on account of discontinuation/modification of any stationery items cannot be claimed from Bank by the vendor.**

i) Vendor should as per its capability/plan keep stocks of item or may print & supply after receipt of order, however the timelines have to be maintained in any case. Though the Bank will be sharing with selected vendor the consumption pattern available with it, the vendor has to take its own decision about stock keeping. **Though a tentative consumption details has been given as per annexure "K" there is no guarantee of any minimum quantity for procurement. Vendors to note that not only the number of item to be supplied but its consumption may also vary.** Branches/Offices of the Bank will issue multiple purchase orders i.e. indent through Bank's Finacle system for their stationery requirement.

j) At times the vendor may be asked to supply stationery (Existing or new) in bulk to large number of branches. Vendor should have the capability & infrastructure to meet the Bank's urgent requirement without any delay.

k) The items should be dispatched properly and securely packed and unloaded at the destination branch/offices in undamaged condition. Packing and marking of the consignments should strictly conform to the stipulations provided by the Bank from time to time. The chief objective of any packaging is to provide protection to the material from any transit and storing damage. The packaging should also ensure easy handling of the material in dispatch, storage & unloading. **The items received in damaged condition/damaged packing may not be accepted by the bank. Vendor may have to bear entire cost as per decision of the bank.**

l) Vendor also has to help bank in creating soft copy/artwork of items in a time bound manner, within the timelines specified by the Bank on a case-to-case basis. It also needs to update/share the repository periodically with the bank. Bank at its sole discretion may appoint either (one or more) of the selected L1,L2 or L3 vendors for standardization/re-engineering of current and all future SKUs (Stock keeping unit) based on the technical competency of the selected vendors.

m) The selected Vendor will have to integrate their IT infrastructure with bank's existing systems for online indenting by branches/offices as well as providing various MIS, periodically/as per requirement. **There should be automatic e-mail generation facility to each indenting branch/office as soon as the vendor dispatch indent for that respective branch/office. Also in case of any issue/ grievance, mechanism of sms/e-mail/Toll Free Number/Complain raising portal facility should be available. Bank will be sharing in detail with the selected vendors and above is some of the basic/vital IT requirement which the vendor should be possessing/ implementing in this model of bank's end to end Stationery management. For this, suitable integreable software should be available with the vendor.**

As the entire new process is based on the backbone of IT infrastructure, the bidder should evaluate their capability in providing such facility before responding to this RFP.

n) The delivery/supply mechanism with monitoring and tracking system is to be clearly laid down by the vendor. The information sharing should be on real time basis based on the integration of IT system of vendor with that of Bank.

o) A dedicated Team and BANK-centric Portal as a Single Point of Contact (SPOC) for all issues pertaining to the stationery & delivery management and complaint redressal has to be provided. An Escalation Matrix for all issues to be provided to the HO (Stationery & Security Forms Department), Baroda or any other department as decided by Bank.

p) The Bank may at its discretion with prior notice visit and inspect the Printing site, administrative offices, and other offices or units of the Vendors/tied up unit to whom work allotted by the vendor as it may deem fit.

q) The selected vendor is also required to help the bank in standardizing the various forms/vouchers/registries for getting the optimum advantage of bulk ordering as well as reducing wastage leading to a reduction in cost. Vendors should share with the bank any suggestions/feedback for further improvement.

r) **Supply of Inferior quality/different specifications of items or improper packing/damaged items may be rejected. If inferior quality is found, the penalty(Double the cost of stationery) will be imposed on the entire supply made or the entire lot will be rejected at the discretion of the Bank and at the risk, responsibility, and cost of the vendor.** Similarly, items received in damaged condition may not be accepted and the entire cost may have to be borne by the vendor. Recurrence of such instances may render the vendor to be depanelled/ blacklisted apart from levy of penalty etc. in any disputes as regards quality/quantity of item/ packing material, the decision of the Bank will be final. However the Bank shall inform the Vendor within one week from the receipt of delivery of Supply of Inferior quality/different specifications of items or improper packing/damaged item.

s) There will be penalty on account of delay in delivery, quality, specifications, grievance redressal, non-performance and other service deficiency etc. **Non maintenance of IT platform (regarding dovetailing/integration/maintenance of the system, MIS, call centre, grievance redressal,** delivery management **etc) as contracted and required to the satisfaction of Bank, may entail shifting of some areas/zones, cancellation of contract, invocation of performance Guarantee apart from levy of penalty etc.**

t) **As this is an end to end stationery process, vendor/s is/are not expected to retreat from their obligation of the contract awarded due to any reason except with the mutual understanding of bank and vendor, after giving sufficient time for changes if any. Bank reserves the right for invocation of performance Guarantee, levy of penalty, blacklisting etc. in such events.**

u) The Bank has given tentative consumption details , item wise in Annexure 'K' of RFP and considering the Bank' size, the requirement of any item will be substantial so the vendors are requested to quote their finest rate. However, at this stage bank shall not be deemed to have committed for any minimum procurement quantity for any item.

v) Vendor will have to raise the bills with following declarations/enclosures and submit them to the Head Office, Baroda in this regard.

- Acknowledged copy of delivery Challan
- A copy of transport receipt
- Acknowledgement from the consignees

In case of difficulty/delay in collecting acknowledged copy from logistics/courier agency, some other physical proof of having delivered the items at branches/offices may be submitted (like confirmation letter from Logistic partner with dispatch details, date of delivery etc/Online Printout or confirmation from online sites of Logistic partners). However, in case of requirement by Bank, vendor will have to arrange for acknowledged delivery

challan/transport receipt. Facility of online verification of POD (Proof of Dispatch & its physical acknowledgement by branches/offices) against each order will be a desired feature.

Invoice should be drawn with the break-up of total amount indicating separately Taxes, Freight charges etc. The total cost of any item excluding taxes should be the same as agreed/finalized by the bank. GST guidelines are to be observed scrupulously.

Payment (after TDS & GST TDS etc. as applicable) will be made online centrally by HO, Baroda only after 100 % delivery acknowledgements by the branches. Also payment invoices should be reflected in GSTR 2B, then only payment will be released.

w) At any point of time, if the Bank comes to know about vendor not having competence of participation in such type/scale of requirement or suppression of any material fact, the vendor will be disqualified from participating in further process or contract will be cancelled. Bank at its sole discretion, may decide to visit the factory/offices of the vendor to verify its competence. **In case, in view of bank if the vendor is not capable enough in terms of IT, Printing, Logistics, support infrastructure etc, bank reserves the right not to allow the vendor from further participating in the process.**

3.5 COST OF BIDDING:

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

B. THE BIDDING DOCUMENTS

3.6 Documents constituting the RFP (Request For Proposal)

3.6.1 This RFP document provides overview of the requirements, bidding procedures and contract terms. It includes Invitation to Bid (Part-1), Disclaimers (Part-2), Instructions For Bidders (Part-3), Terms & Conditions of Contract (Part-4) and various annexures. The bidder must conduct its own investigation and analysis regarding any information contained in this RFP document, its meaning and impact of that information.

3.6.2 The bidder is expected to examine all instructions, forms, terms and specifications in the RFP Document. Failure to furnish all information required by the RFP Document or to submit a bid not substantially responsive to the RFP Document in every respect will be at the bidder's risk and may result in the rejection of the bid. While BANK has made considerable effort to ensure that accurate information is contained in this RFP and however it is supplied solely as guidelines for Bidders. Furthermore, during the RFP process, BANK has disclosed or will disclose in the RFP and through corrigendum/ addenda, available information relevant to the Scope of Work to the extent, detail, and

accuracy allowed by prevailing circumstances. Nothing in this RFP or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any addenda.

3.7 Clarification / Amendment of RFP Document

3.7.1 If deemed necessary the Bank may seek clarifications on any aspect from the bidder. However that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted.

3.7.2 Vendor requiring any clarification of the RFP Document may submit written queries by email on or before **5.00 pm** on **……..** to **stationery.ho@bankofbaroda.com**

3.7.3 At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP Document, by amendment/cancellation.

3.7.4 Any clarification issued by BANK will be in the form of an addendum/ corrigendum (which will be published in website). The amendment will be binding on all bidders. BANK, at its discretion may extend the deadline for submission of bids in order to allow prospective bidders a reasonable time to take the amendment into account.

3.7.5 All bidders must ensure that such clarifications / amendments have been considered by them before submitting the bid. Bank will not take responsibility for any omissions by bidder.

C .PREPARATION OF RFP BID

3.8 Language of RFP

3.8.1 The RFP responses (Bid) prepared by the Bidder, as well as all correspondence and documents relating to the RFP exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in **English.**

3.9 Documents Comprising the RFP Bid

3.9.1 The bids shall be submitted in two separate sealed envelopes, one containing Technical Bid and other Financial Bid, both to be submitted together in one big envelope. All details with the relevant information / documents / acceptance of all terms and conditions strictly as described in this RFP will have to be submitted. **Financial Bids of only those bidders**

will be opened whose Technical Bids are accepted by the Bank.

3.9.2 Vendor must provide individual and factual replies to specific questions asked in the RFP.

3.9.3. a) Bidder should submit **Technical bid** as per Annexure "B", "C-1", "C-2", "C-3", "D", "H-1" & "H-2" and as per point no. 3.3 and E-3.24 of the RFP document. Documents comprising the **"Technical Bid"** envelop should contain following:

i. Bidder Covering Letter as per **Annexure "B"** duly signed by the authorized representative of the Bidder.

ii. A copy of Board resolution or power of attorney showing that the signatory has been duly authorized to bid, to sign the tender document and make commitments on behalf of the vendor.

iii. Bidder's information as per **Annexure "C-1, C-2, C-3"** on bidder's letter head duly signed.

iv. Responses and related information to all points of the Questionnaire as per **Annexure "D"** duly signed.

v. Earnest Money Deposit of **Rs.1,30,00,000/- (Rupees one crore thirty lakhs only)** in the form Bank Guarantee as specified in this document (EMD).

vi. Non Refundable Bid Fee of **Rs 50,000/-** + GST @ 18% (Total Rs.59000/-) by way of Draft/Pay order favouring BANK OF BARODA payable at BARODA. (**Annexure "H-1"**).

vii. Financial statements viz. Balance sheets and profit and loss account statement for last 3 years out of which audited financial statements for 2019-20, 2020-21 and audited/unaudited for 2021-22.

viii. A copy of the full RFP document duly stamped and signed on every page in token of acceptance of all terms and conditions.

ix. It contains all the information (complete in all respects) as requested in this RFP (in formats same as those specified)

x. It contains non-disclosure Agreement duly signed by the Bidder (Annexure J-1).

xi. It does not contain any condition or qualification.

xii. It is not non-responsive in terms hereof.

xiii. It contains Pre Contract Integrity pact

xiv. Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure (Annexure-M)

3.9.3. b) **Scheme of Awarding of Marks:-**

TECHNICAL EVALUATION CHART

SL. NO.	PARAMETERS	Total Number	MAXIMUM MARKS	Evidence to be submitted
1.	Stationery print revenue for supply of items to Banks during any of the last 3 F Y (10)	>50 Cr	10	Auditor's Certificate
		>30Cr ≤ 50 Cr	8	
		> 25 Cr to ≤ 30 Cr	6	
2.	Net Worth – (10)	Positive and in increasing trend in all the last 3 years	10	Auditor's Certificate
		Positive in all the last 3 years	8	
3.	Serving Print Management solutions in Banking, Financial Services & Insurance sector having more than 200 offices/Branches (10)	More than two Organizations	10	Certificate from Organization
		Two Organization	6	
4.	Print facilities (owned/tied up) in all Zones – North, South, East & West (Offset printing of stationery) (10)	4 (owned)	10	Factory or establishment certification for all locations
		4 (with tie-up in different states)	7	
		2 (with tie-up in different states)	5	
5.	Experience in the line of business: Minimum last 3 years (10)	Experience past more than 6 years	10	Certificate from a customer with the total number of
		Experience upto last 6 years	8	

		Experience upto last 3 years	6	branches services
6.	Helpdesk support already operational (10)	Dedicated helpdesk for individual customer organization	10	Certificate from existing customer where Helpdesk facility is operational
		Common help desk for customer organization	5	
7.	Visit to Printing Press/warehouse of the bidder by the bank personnel (10)		10	Bank will evaluate on the parameters of the Bank's visit report
8.	Leadership team - Number of personnel with printing experience more than 10 years (10)	5 and More	10	Auditor's Certificate
		Less than 5	6	
9.	Complaint Grievance Redressal System – Bidder has to give presentation (10)	Application Package	10	Certificate from client Organization as well as presentation by bidder to bank
10	Delivery Management System The vendor shall have an online portal for tracking dispatches of branches/offices.	Application Package	10	Certificate from Organization if already provided/Self declaration and ready to give a demo during visit of the unit
	Maximum Marks		100	

(Note – Certificates sought as above should be in the name of bidder. Third party certificates will not be accepted)

Bidder has to score minimum 70 marks in total. Bidder must score minimum 60 % marks (6 out of 10) in score for factory visit given in Technical evaluation

3.9.4 Bidder should also submit **Financial bid** as per **Annexure "E"** of the RFP document. **Financial bid should comprise of the duly signed copy of Annexure "E" and Annexure "K".** Hard copy of the financial bid should be a complete document and placed in a sealed envelope super-scribed as **"FINANCIAL BID**".

3.9.5 The RFP bids should be submitted in one big non window envelope containing 2 separate non-window envelopes one for Technical Bid and other for Financial Bid. These two sealed envelopes should be placed in a single sealed envelope super-scribed as **"RFP Bid For Stationery Project Management".**

3.9.6 Any bid not containing above or not found responsive may be rejected.

3.10 Bid Form

3.10.1 The Bidder shall complete both the Envelopes of the Bid Form furnished in the Bidding Document separately and submit them simultaneously to the Bank. **Bids are liable to be rejected if only one (i.e. Technical Bid or Financial Bid) is received.**

3.11 Bid Prices

3.11.1 The prices should be specified only in "Financial Bid" and must not be specified at any other place in the RFP document. Prices are to be quoted in Indian Rupees only. Quotations for items should represent landed cost excluding transport cost i.e. the price should be inclusive of the cost of all materials, labour charges, levies / duties, packing as per requirement, transit insurance and unloading at delivery location, excluding applicable GST.

3.11.2 Prices quoted by the Bidder (L1 through process) shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

3.12 Revealing of Prices:

The rates and/ or prices in any form or for any reasons should not be disclosed in other parts of the bid except in the financial bid, failure to do so make the bid liable to be rejected.

3.13 Bid Integrity

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that Bank may take. All the submission, including any accompanying documents, will become property of BANK. The bidders

shall be deemed to license, and grant all rights to BANK, to reproduce the whole or any portion of their solution for the purpose of evaluation, to disclose the contents of submission to other bidders and to disclose and/ or use the contents of submission as the basis for RFP process.

3.14 Delivery Schedule & Penalty for Delayed Deliveries/Inferior Quality Items

3.14.1 Delivery of any item as per indent should be supplied within given timelines as Mentioned in **Annexure "G"** from date of placing of order.

3.14.2 In case of delay/non supply of items within given timelines , a penalty of 1 percent of the issued purchase order for each day's delay, subject to maximum amount of ten (10) percent of the issued purchase order may be charged to vendor.

3.14.3 This amount of penalty so calculated shall be deducted at the time of making payment for the relevant purchase order or as decided by the bank.

3.14.4 The Bank also reserves the right to shift some areas/zones/orders to some other vendor or altogether cancel the contract and/or invoke Performance Guarantee apart from levying penalty. In the event of such cancellation, the vendor is not entitled to any compensation. **PLEASE NOTE THE DELIVERY SCHEDULE SHALL BE FOLLOWED STRICTLY AS STIPULATED. ANY DELAY SHALL BE VIEWED SERIOUSLY AND PENALTIES LEVIED.**

3.14.5 Penalty terms, in case of supply of inferior quality items and other delinquencies shall Be applicable as stimulated in **Annexure "G".**

3.15 Earnest Money Deposit (EMD)

3.15.1 The Bidder shall furnish, as part of its Bid, an EMD of Rs.1,30,00,000/-(Rupees One crore thirty lakhs only).

3.15.2 The EMD is required to protect the Bank against the risk of Bidder's conduct, which would warrant the EMD's forfeiture. EMD may be forfeited in the event of withdrawal of bid during the period of bid validity or if successful bidder fails to sign the contract in accordance with the terms & conditions and other requirements specified in RFP or any act of bidder not in line with contract obligations.

3.15.3 The EMD shall be denominated in Indian Rupees and shall be in the form of a Demand Draft/Pay Order drawn in favour of BANK OF BARODA payable at BARODA or Bank Guarantee as per Annexure "H-2" issued by a Scheduled Commercial Bank in India (IFSC for issuance of Bank Guarantee will be BARB0ALKAPU, Bank of Baroda, Baroda Bhavan Branch, Alkapuri, Vadodara,Gujarat- 390 007). EMD shall be retained for a period of 180

days. In case of requirement, Bank may ask the vendors to increase the validity period of EMD.

3.15.4 **Any bid not accompanied with the requisite EMD shall be treated as nonresponsive and is liable to be rejected.**

3.15.5 No interest is payable on the amount of EMD.

3.15.6 The EMD of the unsuccessful Bidders shall be returned after notification of award.

3.15.7 The successful Bidder's EMD will be discharged upon the Bidder signing the contract and submitting the Security Deposit @ 3% of the project cost (which will be arrived after finalization of L1 rates) in the form of Bank Guarantee issued by Scheduled Commercial Bank in India (IFSC for issuance of Bank Guarantee will be BARB0ALKAPU, Bank of Baroda, Baroda Bhavan Branch, Alkapuri, Vadodara,Gujarat- 390 007) and valid for a period of 42 months from the date of finalization of Contract.

3.15.8 If EMD is forfeited for any reason, the concerned bidder will be debarred from further participation in future RFPs floated by the Bank as per sole discretion of the Bank.

3.15.9 Exemption from submission of EMD:

Exemption from submission of EMD shall be given to bidders, who are Micro and Small Enterprises (MSE) / Start-ups. The bidders who are MSE has to submit necessary document issued by NSIC and the bidder who are start-ups has to be recognize by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD and tender cost 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.

Bidder has to submit a "Bid Security Declaration" as per Annexure N on their organization's letter head duly signed and stamped by their authorized signatory accepting that if they withdraw or modify their bids during period of validity of the bid, or if they are awarded the contract and they fail to sign the contract, or fails to submit a performance security before the deadline defined in the request for proposal (RFP) document, they will be Blacklisted

MSE/start-ups firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD and Tender cost exemption.

Preference to make in India initiative

"Bank of Baroda will abide by Govt. of India Public procurement (preference to Make in India) order P-45021/2/2017-B.E.-II Dated 15th June 2017 as applicable to encourage 'Make in India' and to promote manufacturing and production of goods and services in India. In case the bidder wishes to avail preference to Make in India order 2017 in public procurement as applicable, bidder may provide self-certification of 'Local content' where 'Local content' means the amount of value added in India as a percentage of total value in percentage"

3.16 Period of Validity of Bids

3.16.1 Bid shall be open to accept for the period of 180 days from the date of opening of bid. A price bid accepted by the Bank shall be valid for the contract period i.e. 3 years.

3.16.2 The Bank may, at its discretion, solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. However any extension of validity of bids will not entitle the bidder to revise/ modify the bid document. The EMD provided shall also be suitably extended.

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

3.17 Format and Signing of RFP Bid

3.17.1 The bidder should prepare a submission as per this RFP containing Technical Bid and Financial Bid and other requested information.

3.17.2 RFP bid should be submitted as mentioned in clause 3.9.

3.17.3 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids.

3.17.4 Any inter-lineation, erasures or overwriting shall be valid only if they are initialed by the person signing the Bids. The Bank reserves the right to reject bids not conforming to above.

3.17.5 Bidders responding to this RFP shall submit covering letter included with the bid and compliance certification statement required for submission of a proposal.

D. SUBMISSION OF RFP BIDS

3.18 Sealing and Marking of Bids

3.18.1 The Bidders' shall seal the Non Window envelopes containing one copy of "Technical Bid" and one copy of "Financial Bid" separately and the two Non-Window envelopes shall be enclosed and sealed in an outer Non-Window envelope super-scribed as "RFP Bid For Stationery Management".

3.18.2 All the envelops should be addressed to "The General Manager (Operations & Services), Bank of Baroda, Head Office, Baroda Bhawan, 7th Floor, R C Dutt Road, Alkapuri, Baroda and should also contain the name, address and contact number of vendor.

3.18.3 If the envelope is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

3.19 Deadline for Submission of RFP Bids

3.19.1 Bids must be received by the Bank at the address specified, no later than the date & time specified in the "Schedule of Events" in Invitation to Bid.

3.19.2 In the event of the specified date for submission of bids being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.

3.19.3The Bank may, at its discretion, extend the deadline for submission of bids by amending the bid documents, in which case, all rights and obligations of the Bank and bidders previously subject to the deadline will thereafter be subject to the extended deadline.

3.20 Late Bids

3.20.1 Any Bid received after the deadline for submission of Bids prescribed will be rejected and returned unopened to the bidder.

3.21 Modification and Withdrawal of Bids

3.21.1 No Bid may be modified after the deadline for submission of Bids.

3.21.2 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its EMD.

E. OPENING AND EVALUATION OF RFP BIDS

3.22 Opening of Bid by the Bank

3.22.1 All the Bids will be opened at the date, time & locations mentioned under the clause in the "Schedule of Events" in Invitation to Bid. The bids will be opened in the presence of representatives of the bidders who choose to attend.

3.23 Preliminary Examination

3.23.1 The bids will be examined by the Bank to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order and whether required bid fee and security (EMD) has been furnished. A bid determined as not substantially responsive will be rejected. The Bank may, at its discretion waive any minor non conformity or irregularity in a bid which does not constitute a material deviation.

3.23.2 During evaluation and comparison of bids, the Bank may, at its discretion ask the bidders for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

3.23.3 Any effort on the part of bidder to influence bid evaluation process or award of contract may result in the rejection of the bid/disqualification of the bidder.

3.24 Technical Evaluation of Bids/Bid Acceptance (Test of Responsiveness)

3.24.1 During Technical evaluation of Bids, the Bank shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered acceptable only if:

i. It is received on or before the due date & time of submission including any extension thereof pursuant to Clause 3.7.
ii. It is accompanied by bidder covering letter in the format at **Annexure "B"** duly signed by the authorized representative of bidder.
iii. It is accompanied by board resolution/power of attorney as specified in clause 3.9.3 a) point no ii.
iv. It is accompanied by bidder's information as per **Annexure "C-1", "C-2", "C-3"** on bidder's letter head.
v. It is accompanied by responses & related information to the Questionnaire as per **Annexure "D"**.
vi. It is accompanied by the earnest money deposit of Rs.1,30,00,000/- (Rupees one crore thirty lakhs only) by way of Draft/Pay Order favouring BANK OF BARODA (or) Bank Guarantee as specified in Clause 3.15 **(Annexure H-2)**.
vii. It is accompanied by non-refundable bid fee of Rs 50,000/- + GST @ 18 % (Total Rs.59000/-) by way of Draft/Pay order favouring BANK OF BARODA **(Annexure H-1)**.
viii. It is accompanied by Audited Balance sheets and profit and loss account for the last two years i.e., 2020-21 & 2021-22 (provisional if audited not available)
ix. It is accompanied by a copy of the full RFP document duly stamped and signed on every page in token of acceptance of all terms and conditions.
x. It contains all the information (complete in all respects) as requested in this RFP (in formats same as those specified)
xi. It contains non-disclosure Agreement duly signed by the Bidder (Annexure J-1).
xii. It does not contain any condition or qualification.

xiii. It is not non-responsive in terms hereof.

xiv. It contains Pre Contract Integrity pact (Annexure L)

xv. Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure (Annexure-M)

xvi. Bid security declaration (as per Annexure N) for MSE bidder

3.24.2 Any bid received in a format other than the prescribed format shall be considered to be non-responsive and may be rejected at the absolute discretion of the Bank.

3.24.3 The Bank reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Bank in respect of such Bid.

3.24.4 Bidders have to give a presentation on Complaint Grievance Redressal system and Delivery Management System as specified in this RFP.

3.25 Evaluation of Price Bids and Finalization/ Financial or Commercial Evaluation

3.25.1 The envelope containing the commercial offers of only those Bidders, whose bids are found acceptable after technical evaluation as per clause 3.24, would be opened.

3.25.2 The format for quoting commercial bid is set out in **Annexure "E"** wherein Vendors have to submit the price of all the items as per **Annexure "K"** in the excel sheet in soft as well as hard copy as mentioned in clause 3.9.3. Only those Bidders whose bids are responsive, would be shortlisted for commercial evaluation.

3.25.3 The lowest bidder will be declared as L-1, L-2 & L-3.

3.26 Contacting the Bank

3.26.1 Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid/disqualification of the bidder.

3.27 Award Criteria

3.27.1 The Bank will award the Contract to the successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined the lowest evaluated Bid by Tender Process Committee at HO Baroda.

3.27.2 The approx. quantity mentioned is only tentative. Bank does not guarantee procurement

of any minimum quantity of various items. Further, the items may be added/modified/deleted and the given list is only tentative. For the same item, there may be further variations based on language.

3.27.3 The vendor will be selected as L1, L2, L3 based on the lowest of total of two prices i.e. total of stationery items, and transportation cost (which shall be multiplied by factor of 20, 00,000). The L1, L2 or L3 - (at the discretion of Bank)] vendor will be awarded the work. The Bank reserves the right to distribute the job to more than one vendor at L-1 rates as per the requirement of the Bank. The Bank will be within its right to distribute/ split the work order in the ratio of 50:30:20 among L1, L2, L3 vendors or 60:40 among L1, L2 vendors under the above tender, if considered necessary in the interest of the Bank provided L-2 and L-3 vendors match the rates offered by L-1.

3.27.4 The **L1 price finalized after process will be valid for three years** from the date of executing the SLA subject to periodical/annual review by Bank for continuation or otherwise. Branches/Offices of the Bank will issue multiple purchase orders i.e. indent through online system of their stationery requirement.

3.28 Bank's right to accept any bid and to reject any or all bids

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action. The bank may at its sole discretion, if it notices that any vendor is not capable of or not having the required facilities as well as understanding of new process the of model, may cancel the bid response of concerned vendor. The bid fee may/may not be returned to the vendor and decision will rest with the bank.

3.29 Notification of Award'

3.29.1 Prior to expiry of the period of bid validity, the Bank will notify the successful bidder/bidders in writing or by e-mail, that his bid has been accepted.

3.29.2 The notification of award will constitute the formation of the Contract. The selected vendor will have to enter into a detailed contract agreement (Service Level Agreement-SLA) terms of which is tentatively mentioned in "Part-IV Terms & Conditions", NDA (Non-Disclosure Agreement), Security Deposit (Performance Bank Guarantee) and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the RFP. The bank may modify/relax/add some more terms and conditions in the contract agreements.

3.29.3 Upon notification of award to the successful bidders, the Bank will notify unsuccessful

Bidder and will discharge/return their EMD.

3.30 Security Deposit (SD):

All selected vendors are required to submit Performance Bank Guarantee (PBG) of Rs. @3 % of total project cost for 3 years which will be arrived after finalization of L1 rates, valid for period of 42 months. The PBG should be from a Scheduled Commercial Bank other than Bank of Baroda and should be valid for a period of 42 months from the date of finalization of the Contract or such other period as the Bank may decide for due performance of the project obligations. Purchase Orders will be released only after receipt of the Performance Bank Guarantee. A format for Performance Bank Guarantee is attached as per **Annexure I**.

The Performance Bank Guarantee is required to protect the interest of Bank against the risk of non-performance/deficiency/non-adherence to terms and conditions as per contract by the successful vendor in respect of successful implementation of the project which may warrant the invoking of Bank Guarantee (G), also if any act of the vendor results in imposition of Liquidated Damages then the Bank reserves the right to invoke the submitted Performance Bank Guarantee.

3.31 Pre-Bid Meeting:

A pre-bid meeting shall be convened on **27-10-2022**, In this meeting, queries already submitted by the bidders vide mail/letter prior to the meeting shall be clarified, if any

3.32 Signing of Contract:

3.32.1 In the absence of a formal contract, the Bid document, together with the Bank's notification of award thereof, would constitute a binding contract between the Bank and the successful Bidder, if advised by the bank.

3.32.2 Failure of the successful Bidder to comply with the requirement of Clause 3.29.2 and / or 3.30 shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

3.32.3 The Bank reserves the right either to invoke Bank Guarantee or to cancel the contract if the Bidder fails to meet the terms of this RFP or contracts entered into with them.

3.33 MISCELLANEOUS

Notwithstanding anything said above, the Bank reserves the right to reject the contract or cancel the entire process without assigning reasons thereto.

PART-4. TERMS AND CONDITIONS (T&C)

4.1 Definitions: In this Contract, the following terms shall be interpreted as indicated unless inconsistent with the subject matter or context:

4.1.1 "The Bank" Bank/BANK OF BARODA-Reference to the "the Bank", "Bank" and "Purchaser" shall be determined in context and may mean without limitation "BANK OF BARODA".

4.1.2 Bidder/ Vendor/Supplier – An eligible entity/firm submitting a Proposal/Bid in response to this RFP.

4.1.3 Proposal/ Bid – the Bidder's written reply or submission in response to this RFP.

4.1.4 RFP – the request for proposal (this document) in its entirety, inclusive of any addenda that may be issued by the Bank.

4.1.5 "The Contract" or "The agreement" means the agreement to be entered into between the Bank and the Vendor, including all attachments and appendices thereto and all documents incorporated by reference therein;

4.1.6 Successful Bidder/vendor whose bid is found to be qualified and whose price as per the financial bid is the lowest (L1 vendor; Also L2 & L3 vendor agreeable at L1 Rate) and to whom notification of award has been given by Bank.

4.1.7 "The Project" means stationery management process wherein the selected vendors will be responsible for implementation of end to end stationery management solution in the bank i.e. printing/procurement of all the stationery items in specified formats and supplying the same within specified TAT to the branches/offices as per online requisition/indenting made through software applications apart from generating MIS and support services.

4.1.8 Others:

a) Language of Bid: All bids and supporting documentation shall be submitted in English.

b) BANK reserves the right to accept or reject any or all Bids without assigning any reason thereof and Bank's decision in this regard will be treated as final. Bids may be accepted or rejected in total or any part or items thereof. No contractual whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of the Bank and the Bidder. However, until a formal contract is prepared and executed, this offer together with Bank's written acceptance & notification of award shall constitute a binding contract with the vendor.

c) Any Bid not containing sufficient information, in view of BANK OF BARODA to permit a thorough analysis may be rejected.

d) The Bank shall have the right to reject the bids not submitted in the prescribed format or incomplete in any manner.

e) BANK OF BARODA is not responsible for non-receipt of bids within the specified date and time due to any reason including postal delays or holidays.

f) The Bank also reserves the right to alter/ modify any/ some/ all of the requirements, as it may deem necessary, and notify the same through email/letter/fax before the last date for submission of response under this RFP. The Bidders should be agreeable for the same.

g) Bids not conforming to the requirements of the RFP may not be considered by BANK. However, BANK reserves the right, at any time, to waive any of the requirements of the RFP, if in the sole discretion of BANK, the best interest of BANK be served by such waiver.

h) Bidder understands that the items and consumption details thereof mentioned in the Annexure "K" is only tentative **not only the number of items to be supplied but its consumption may also vary drastically**.

i) BANK shall have the right to cancel the RFP process at any time prior to award of contract, without thereby incurring any liabilities to the affected Bidder(s). Reasons for cancellation, as determined by BANK in its sole discretion include but are not limited to, the following:

(i) Project contemplated is no longer required or has undergone major changes.
(ii) Scope of work were not adequately or clearly defined due to unforeseen circumstance and /or factors and/or new developments
(iii) Proposed prices are unacceptable to the project
(iv) The Project is not in the best interest of BANK
(v) Any other reason

j) BANK reserves the right to verify the validity of bid information and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of RFP or even after award of contract.

k) Bank reserves the right to appoint a consultant at any stage during bidding process.

l) During the term of agreement, bidder will not hire or retain, either as an employee or consultant any employee of Bank. During the contract period, the Bank reserves the right to appoint any person selected through normal recruitment process followed by the bank.

m) All pages of RFP should be stamped and signed by Authorized Signatory of the Bidder.

n) Vendor should carry out promptly any change request necessitated by the Bank

o) Bank may choose to take an undertaking from Vendor employees to maintain the confidentiality of the Bank's information/documents etc. Bank may seek details / confirmation on background verification of Vendor's employees worked/working on Bank's project as may have been undertaken / executed by the Vendor. Vendor should be agreeable for any such undertaking/verification.

p) In case of a difference of opinion on the part of the Bidder in comprehending and/or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by the Bank shall be binding and final on the Bidder.

q) Bids from any vendor whose EMD/BG has been forfeited/invoked by the Bank in the last three years, will NOT be accepted.

r) Vendor will have to comply with the provisions of all the applicable laws and shall be solely liable & responsible for compliance, concerning or in relation to Procurement/conversion of Papers, Supply of Stationery Items and rendering of related Services. Vendor will have to comply with MSME guidelines regarding Public Procurement Policy of Paper/Paper Conversion from MSE Segment and a certificate related to it may be needed to be submitted to the Bank periodically or as per Bank's requirement. Further, the Vendor would indemnify/make good for the losses suffered by the Bank for non-compliance or any claims against the Bank arising out of any non-compliance of Government Rules/Regulations related to Procurement/Supply of Stationery Items & related services.

s) Vendor will have to execute a pre-contract integrity Pact with the Bank as per **Annexure "L".**

t) The operations of the bidder in Pakistan or China, if any, should be invariably firewalled from the contract/operations with the Bank. And Vendor shall also declare that no employee who has previously or been posted in Pakistan or China in any capacity is engaged by the company for this project and that no Pakistan national or person of Pakistan origin should be engaged by the service provider for the project. Further, the company should not post an employee who has worked in India operations in Pakistan or China. (Annexure - M)

4.2 Use of Contract Documents and Information

4.2.1 The Vendor shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2.2 The Vendor will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

4.2.3 The Vendor shall not, without the Bank's prior written consent, make use of any document or information except for purposes of performing the Contract.

4.2.4 Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Vendor's performance under the Contract, if so required by the Bank.

4.3 Patent Rights

4.3.1 In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods/software/application or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay. The Vendor shall indemnify the Bank against all third party claims.

4.4 Inspection and Quality Control Tests & Audit

4.4.1 The Bank reserves the right to carry out factory / go-down/warehouse inspection at by a team of Bank officials or demand a demonstration of the Print Management solution proposed on a representative model in Bidder's office apart from testing its printing capabilities. The bank shall have the access to all books, records, and information relevant to the services available with the selected vendor.

4.4.2 The Bank may, at its discretion inspect, test regularly/at irregular intervals the products after/before delivery of the same to the Bank and where necessary may reject the products which do not meet the specification provided by the Bank. This shall in no way be limited or waived by reason of the products having previously been inspected, tested, and passed by the Bank or its representative prior to the shipment of the products from the place of origin.

4.4.3 The Bank at its discretion may carry out periodic inspection/quality checks on a continual basis and where necessary may reject the products which do not meet the specifications provided by the Bank.

4.4.4 The inspection and quality control tests may be conducted on the premises/godown/warehouse of the Supplier, at the point of delivery and/or at the Goods' final destination. Reasonable facilities and assistance, including access to shall be furnished to the inspectors, at no charge to the Bank. If the testing is conducted at the point of delivery or at the final destination, due to failure by the vendor to provide necessary facility/equipment at his premises, all the costs of such inspection like travel, boarding, lodging & other incidental Expenses of the Bank's representatives to be borne by the vendor.

4.4.5 The Supplier shall use licensed software for all software products, whether developed by it or acquired from others for integration to BANK application for stationery management. The Supplier shall also indemnify the Bank against any levies/penalties on account of any default in this regard.

4.4.6 The selected bidder shall, whenever required, furnish all relevant information, records, and

data to such auditors and / or inspecting officials of the Bank / Reserve Bank of India and or any regulatory authority / Bank's consultant / Testing agency entrusted by the Bank to carry out this work.

4.4.7 Nothing stated herein above shall in any way release the Vendor from any warranty or other obligations under this Contract.

4.4.8 Vendor has to mandatorily ensure incorporation of Date and Lot No. on each stationery item, for easy identification by inspecting Bank officials on a random basis. Consignments made, if any, to offices/branches of the Bank may be rejected altogether, in absence of such identification marking on the stationery items.

4.4.9 In any disputes as regards quality/quantity of item/damaged packing etc., the decision of the Bank will be final. Bank will inform any such visible quality discrepancies (defined as a discrepancy in size colour, pages, finishing discrepancy etc.) within 30 working days from the receipt/acceptance of the delivery as per the Acknowledgement/Verification module available in Bank's System and other modes of communication. However, Nonvisible quality discrepancies (Defined as GSM or other technical feature that requires some technical skill/instrument/laboratory testing etc.) will not have the above restriction of 30 days, which may be raised as and when noticed/identified though within a reasonable period and not attributable to storage practices at branches.

4.5 Delivery & Documentation

4.5.1 The Vendor shall provide such packing of the products as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Size and weights of packing case shall take into consideration, where appropriate, the remoteness of the Product final destination and the absence of heavy handling facilities at all transit points.

4.5.2 Delivery of the Goods and performance of the services/support services shall be made by the Vendor in accordance with the time schedule, specification, scope of the project, and other terms & conditions as specified in the RFP/SLA/Contract. Any delay in performing the obligation /defect in performance by the vendor may result in the imposition of liquidated damages, invocation of performance Bank Guarantee and/or termination of the contract.

4.5.3 **Minimum Chargeable Weight: -** Cost of delivery of each order is to be calculated for a minimum weight of 10 Kg. in case

a) If the order weighs less than 10Kg, vendor shall charge delivery cost for 10Kg

b) If the order weighs more than 10Kg, Vendor shall charge delivery cost on actual weight basis

4.6 Payment Terms

4.6.1 Payment shall be made in Indian Rupees.

4.6.2 Payment (after TDS, GST TDS etc. as applicable) will be made online centrally by HO, Baroda subject to receipt of verification of invoice (Hard & Soft Copies), delivery challan etc., clarification for sought queries, subject to acknowledgements of receipt of stationery items by branches/offices.

4.6.3 Payment will be made for the gross weight of the stationery items i.e. including packing weight. Vendor may add the packing weight to the actual weight of the stationery items. Bank will NOT consider the packing weight, whatsoever, for payment, under any circumstances.

4.6.4 Payment of the invoice will be made only after verifying the details of the invoices, acknowledged by all the branches in CBS System and after appearing in GSTR 2B returns. If the invoices are reflected in GSTR 2B, then only payment will be released.

4.7 Prices

4.7.1 Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during the performance of the Contract, irrespective of reasons whatsoever except GST as applicable . **However, as amendment/ modification in the existing items, as well as the introduction of new items, are envisaged at frequent level, the pricing of these items will be arrived at by comparable items/changes made or rate decided/discovered by the bank and Bank decision in this regard will be final and acceptable to all vendors.**

4.7.2 The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. sales tax, excise duty, custom duty, etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

4.7.3 Minimum Chargeable Weight: - Cost of delivery of each order is to be calculated for a minimum weight of 10 kg. In case

a. If the order weight less than 10 Kg, vendor shall charge delivery cost for 10 kg.
b. If the order weighs more than 10 kg, vendor shall charge delivery cost on actual weight basis.

4.8 Change Orders

4.8.1 As per the nature of the project, the stationery items (customized/non-customized) specifications may be required to be changed/modified as well as new items will be introduced which will be required to be incorporated promptly by the vendor and supplied as per order indented by the branches/offices. The change in price as decided by comparable item/otherwise as finalized by the

bank will be acceptable to all the vendors. Further the quantity mentioned is only approximate and it may increase/decrease as per the bank's requirement.

4.8.2 Contract Amendments: No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

4.9 Delays in the Vendor's Performance

4.9.1. Delivery of the Goods and performance of the services/support services shall be made by the Vendor in accordance with the time schedule, specification, scope of the project, and other terms & conditions as specified in the RFP/SLA/Contract.

4.9.2 Except as provided in the above clause, a delay by the Vendor in the performance of its delivery obligations/defect in performance by the vendor shall render the Vendor liable to the imposition of liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract, unless an extension of time is agreed upon without the application of liquidated damages.

4.9.3 In case of instances of supply of less quantity of any item (detected by Bank subsequently) taking place repeatedly, Bank may, apart from levy of penalty as per provisions listed out in Annexure G, also exercise its right to shift some Zones to some other vendor or altogether cancel the contract and/or invoke the Performance Guarantee apart from levying penalty.

4.10 Penalties and Damages:

4.10.1 If the Vendor fails to deliver any or all of the Products or perform the Services within the time period(s) specified in the Contract, the Bank may charge a penalty of 1 percent per day subject to the maximum amount of 10% of the order (related purchase order/related item value).

4.10.2 The total penalties recoverable for deliveries not effected within the time frame prescribed in clause 3.14.2 will therefore be capped at 10% of the related item value (in case delay in delivery of individual item) and purchase order (in case of delay in delivery of entire purchase order) as applicable.

4.10.3 The vendor's liability in case of claims against the Bank resulting from willful misconduct or gross negligence of vendor, its employees, and subcontractors or from infringement of patents, trademarks, copyrights or such other intellectual property rights or breach of confidentiality obligations shall be for unlimited damages.

4.10.4 If the vendor exits or terminates the contract before the expiry of the contract

period, in that circumstance for the failure of delivery of any or all of the products or for non-performance the liability of the vendor shall be for Liquidated Damages subject to the maximum of the total contract price of the contract value.

4.11 Conflict of Interest:

The Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to invoke and appropriate the Bid Security and/or Performance Bank Guarantee, as the case may be, towards the loss and damage suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

(a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

i. where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

ii. subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has a shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid-up equity shareholding of such intermediary; or a constituent of such Bidder is also

a constituent of another Bidder; or

(c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

(d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

(e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to Influence the Bid of either or each other; or

(f) Such Bidder or any Associate thereof is the Application Solution Provider to the Project or has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the Project.

4.12 Standard of Ethics:

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

4.12.2 Without prejudice to the rights of the Bank under Clause hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the Bidding Process, such Bidder shall not be permitted to participate in any further EOI/RFP issued by the Bank at the discretion of Bank.

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

(a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the Bidding Process has dealt with matters concerning

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

(b) **"Fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

(c) **"Coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

(d) **"Undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

(e) **"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

4.13 Termination for Default

4.13.1 The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Vendor, may terminate the Contract in whole or in part:

(a) If the Vendor fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;

Or

(b) If the Vendor fails to perform any other obligation(s) under the Contract.

4.13.2 In the event the Bank terminates the contract, the Bidder shall be liable to liquidated damages of the value of Bank Guarantee without prejudice to other liability of Bidder under this RFP. Further, the Bidder shall also be liable for any excess payment/cost incurred by the Bank for procurement of such products.

4.13.3 In the event the Bank terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Products similar to those undelivered, and the Vendor shall be liable to the Bank for any excess costs for such similar Products. However, the Vendor shall continue performance of the Contract to the extent not terminated.

4.14 Force Majeure

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

4.14.2 For purposes of this clause, "Force Majeure" means any failure or delay by selected vendor or Bank in the performance of its obligations, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of governmental authorities or other events beyond the reasonable control of non-performing party, is not a default or a ground for termination.

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

4.15 Termination for Insolvency

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

4.16 Termination for Convenience

4.16.1 The Bank, by written notice of 90 days sent to the Vendor, may terminate the Contract, In whole or in part, at any time for its convenience.

4.17 Resolution of Disputes

Bank of Baroda and the Vendor shall make every effort to resolve amicably, by direct informal negotiation, in any disagreement or dispute arising between them under or in connection with the contract. If after 90 days from the commencement of such informal negotiations, Bank and the Vendor have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred to the Courts having Vadodara Jurisdiction

4.18 Taxes and Duties

4.18.1 The Vendor will be entirely responsible for all applicable taxes like GST etc. in connection with delivery of products at site including incidental services/unloading etc.

4.18.2 Income / Corporate Taxes in India: The Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.

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

4.19 Vendor's obligations

4.19.1 The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

4.19.2 The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the goods to the location where delivery is to be done. The Bank would only provide necessary letters if required for enabling procurement of the same.

4.19.3 The Vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.

4.19.4 The Vendor will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

4.19.5 The Vendor is responsible for managing the activities of its personnel or

subcontracted personnel and will hold itself responsible for any misdemeanors.

4.19.6 The Vendor will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in ***Annexure J-1*** of this document and the Successful Bidder / Vendor shall have to sign the Non-Disclosure Agreement with the Bank.

4.20 Patent Rights/Intellectual Property Rights

In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights, or industrial design rights arising from the use of the Products or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation including all expenses, court costs, and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay.

4.21 Right to use or reject the defective product

If the goods are delivered in damaged condition or the specifications/quality varies than the stipulated one, the bank reserves the right to use/reject as it may deem fit. Further, proportionate payment with the usual deduction may be made at the per bank's discretion.

4.22 Powers to Vary or Omit Work

4.22.1 No alterations, amendments, omissions, additions, suspensions, or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful bidder except as directed in writing by the Bank. The Bank shall have full powers, subject to the provision hereinafter contained, from time to time during the execution of the contract, by notice in writing to instruct the successful bidder to make any variation without prejudice to the contract. The finally selected bidders shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any suggested variations would, in the opinion of the finally selected bidders, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful bidder to make such other modified variation without prejudice to the contract. The finally selected bidders shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If Bank confirms his instructions, the successful bidder's obligations shall be modified to such an extent as may be mutually agreed, if

such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

4.22.2 In any case in which the successful bidder has received instructions from Bank as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

4.22.3 As per the nature of the project, the stationery items (customized/non-customized) specifications may be required to be changed/modified as well as new items will be introduced which will be required to be incorporated promptly by the vendor and supplied as per order indented by the branches/offices. The change in price as decided by comparable items/otherwise as finalized by the bank will be acceptable to all the vendors. Further, the number of items & their quantity mentioned is only approximate and it may increase/decrease as per the bank's requirement.

4.23 No Waiver of Bank Rights or Successful Bidder's Liability

Neither any payment sign-off by Bank, nor any payment by Bank for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by Bank shall affect or prejudice the rights of the Bank against the finally selected bidders, or relieve the finally selected bidders of his obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in Bank to pay for alterations/ amendments/ variations, or discharge the liability of the successful bidder for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify Bank nor shall any such certificate nor the acceptance by him of any such paid on account or otherwise affect or prejudice the rights of the successful bidder against Bank.

4.24 Indemnity

The Successful Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against any claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Successful Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP document or breach of any representation or warranty by the Successful Bidder, (iii) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements. The Successful Bidder should indemnify the Bank (including its employees,

directors or representatives) from and against claims, losses, and liabilities arising from:

- Non-compliance of the Laws / Governmental Requirements
- IP infringement
- Negligence and misconduct of the Bidder, its employees, and agents
- Breach of any terms of RFP document or Representation made by the Successful Bidder.
- Act or omission in performance of service.

4.25 SET-OFF

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

b) The provisions of this Clause shall survive the termination of the agreement / document.

4.26 Miscellaneous A detailed contract agreement/SLA will be finalized after selection of successful bidder wherein bank may add some more terms and conditions in the contract agreements (SLA) as per RFP scope as well as requirement of the project and feedbacks of vendors as it deems fit.

ANNEXURES

Sr. No	ANNEXURE	INDEX
1)	Annexure A	Quoting of rates and method for arriving l1 rate/vendor
2)	Annexure B	RFP bid covering letter
3)	Annexure C-1	Details of vendor/bidder
4)	Annexure C-2	Profile and other details of vendor/bidder
5)	Annexure C-3	Details of facilities/infrastructure
6)	Annexure D	Bid questionnaire
7)	Annexure E	Financial bid
8)	Annexure F	Bank's zone-wise/region-wise coverage of states/ut
9)	Annexure G	Timelines for supply of stationery items to various branches/offices
10)	Annexure H-1	Bidder's forwarding letter for bid fee of Rs. 50,000/- + GST @ 18 % (Total Rs.59000/-) and EMD of Rs. 1,30,00,000/-

11)	Annexure H-2	format for earnest money deposit (EMD) bank guarantee
12)	Annexure I	Format for performance bank guarantee
13)	Annexure J-1	Non-disclosure agreement
14)	Annexure J-2	Affidavit on a non judicial stamp paper duly notarized
15)	Annexure K	Specifications of all stationery items with rates per unit & total cost
16)	Annexure L	Pre contract integrity pact
17)	Annexure M	Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure
18)	Annexure N	Bid security declaration for MSE bidder

Annexure A

QUOTING OF RATES and METHOD FOR ARRIVING L1 RATE/VENDOR:

- **i.** All the vendors will be given list of items to be printed with full specification and approximate consumption data as per Annexure K. The vendors will be given the opportunity to view/see the hardcopy/softcopy of printable items.
- **ii.** The vendors need to give their price for all the items (as the per excel sheet in Annexure K) that will all-inclusive i.e. it should include landed cost, materials cost, labour, packing etc. excluding applicable taxes.
- **iii.** Bank will arrive at the total consumption amount as per approx. consumption quantity and indicative unit price.
- **iv.** There will be two figures to be mentioned by the vendors in **Annexure "E"**. One for stationery items and the other for transportation cost per Kg Pan India. Vendors will be selected as L1, L2, L3 vendor as per the lowest of summation of (Item 1 Figure + (Item 2 Figure x 20,00,000)). The selected vendors have to supply at L1 price for all the items.
- **v.** In case of any discrepancy in the specifications mentioned and actual item to be printed or any change/modification/addition being brought out in any existing items or addition of any new item, its price will be decided as per the price of similar items proportionately or as per the nearest matching specification or as per the rate decided by Bank. The rate so arrived will be acceptable to all vendors.
- **vi.** The vendor will be selected as L1, L2, L3 based on the lowest of total of two prices i.e. total of stationery items, and transportation cost (multiplied by factor of 20,00,000) as above. The rates will remain fixed for 3 years.
- **vii.** The L1 vendor will be given their share in the contract as per CVC guidelines.
- **viii.** The L2 or L3 vendor will be given their share in the contract as per CVC guidelines or as decided by the Bank. However they have to supply the item on the basis of L1 rate.
- **ix.** In case of non-acceptance by L2 /L3 or any dispute, bank will be taking suitable decision as it deems fit.

The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever and the decision of the Bank will be final and binding on the bidders. Bank may also allot the work to more than one vendor on L-1 negotiated rates and in such case the total quantum of work area wise/zone wise shall be divided amongst the vendors as per requirement of the bank or as the Bank may deem fit. **The bank reserves the right to amend/cancel the RFP process/ at any time without assigning any reason whatsoever.**

Annexure B

RFP BID COVERING LETTER
(To be included in the Technical Bid Envelope)

Date:

To
The General Manager (Operations & Services),
Bank of Baroda, Head Office, Baroda Bhawan,
7th Floor, R C Dutt Road, Alkapuri,
BARODA

Dear Sir,

Ref: RFP No. HO: STN: SF: 114:XXX dated: XX.XX.2022

1. We have examined the RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to supply the stationery items for the Bank's end to end stationery management, as per the terms and conditions spelt out in the RFP.
2. We understand that the selected vendor will be responsible for implementation of end to end stationery management solution in the bank i.e. printing/procurement of all the stationery items in specified formats and supplying the same within specified TAT to the branches/offices as per online requisition/indenting made through Bank's software application dovetailed with vendor's IT system along with generation of MIS and provision of other support services.
3. In respect to your RFP mentioned above, we submit our Bid Document herewith. As desired in the RFP, we are submitting our bids in two separate sealed envelopes, one containing Technical Bid and other Financial Bid, both together in one envelope.
4. While submitting this bid, we certify that:
   - The undersigned is authorized to sign on behalf of the VENDOR and the necessary support document delegating this authority is enclosed to this letter.
   - We confirm that we have the necessary legal, regulatory, statutory and corporate authority / eligibility and competency to participate in this RFP and also to provide the services as per the RFP if we are selected.
   - We confirm that we fulfill all the eligibility criteria as mentioned in RFP Ref. No. HO: STN: SF: 114: XX dated XX.XX.2022 and we have read, understood and accept the terms and conditions mentioned in the RFP document and have understood the requirement of bank and competent to fulfill the obligation if selected.
   - We confirm that we have quoted for all the items/services mentioned in the bid in our financial bid.

- Prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- Prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a bid for restricting competition.
- The rate quoted in the indicative price bids are as per the RFP and subsequent pre-bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
- We understand that the proposed new process is based on the backbone of IT infrastructure and we are capable of handling the bank's requirement in an efficient manner.
- We agree for the change in scope of works.

5. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the bank to do so, a contract in the prescribed form.
6. We hereby undertake and agree to abide by all terms and conditions of the RFP and confirm that the rates finalized as per RFP will be valid for a period of three years.
7. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
8. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
9. We hereby confirm that we have not been declared ineligible by the Government of India/State Governments/ Regulatory Agencies for having indulged in corrupt and fraudulent practices.
10. We also certify that the information/ data/ particulars furnished in our bids are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect or submission of misleading information, the Bank will have the right to disqualify us from the bid apart from forfeiture of EMD/Security Deposit.
11. We understand that you are not bound to accept the lowest or any Bid received by you, and you may reject all or any bid without assigning any reason or giving any explanation whatsoever. You may accept or entrust the entire work to one vendor or divide the work to more than one vendor without assigning any reason or giving any explanation whatsoever.

Dated this ..... day of 2022

_____

(Signature) *(Name)* *(In the capacity of)*

Duly authorized to sign Bid for and on behalf of

Annexure C-1

DETAILS OF VENDOR/BIDDER

Sr. No	Details	Description
1)	Name	
2)	Constitution of the Bidder	
3)	Date of Incorporation and/or commencement of Business	
4)	Certificate of Incorporation	
5)	Complete postal address/contact details of the bidder	
6)	Brief description of the Bidder including details of its main line of business	
7)	Company website URL	
8)	Particulars of the Authorized Signatory of the Bidder	
	a. Name	
	b. Designation	
	c. Address	
	d. Phone Number (Landline)	
	e. Mobile Number	
	f. Fax Number	
	g. Email Address	

Signature and Seal of Company/Organization

Annexure C-2

PROFILE AND OTHER DETAILS OF VENDOR/BIDDER:

Sr. No	Particulars	Details
1)	**Executive Summary** Brief description of the Bidder that includes details like ownership structure, write-up on business history, growth, business areas, activities etc.	Submit authenticated copies of the Bidder's Memorandum and Articles of Association/Partnership Deed, as applicable.
2)	**Basic Information** a. Company/Firm/Organization Name b. Date of Incorporation c. Name and addresses of Promoters d. Capital e. Name of Indian representative/office (Indicative: Own/Dealer/Distributor, JV) f. Corporate/Head Office Details • Address • Website • Contact Person • Phone No. • Fax No. • Email ID	
3)	**Financial Information** a) Domestic Turnover in INR for last 3 years towards direct sales in supply of Stationery or printing & supply of stationery. b) Operating Profit in INR for last 3 years. c) Tangible Net Worth (TNW) for last three years.	Submit copies of audited/unaudited balance sheet of last three years up to 31.03.2022
	Experience	Please submit detailed sales/Storage/distribution

4)	Sales/Storage/Distribution Arrangement Number of Clients/BFSI Clients	arrangement separately. Number and name with address of clients/BFSI clients (Mention details separately in respect of clients and BFSI clients).
5)	Printing Arrangement	Own or Tie-Up Arrangement & their details.
6)	E-platform/IT system used for printing/indenting Technical Support	Details of their existing IT infrastructure. Also submit details of Technical support which the applicant will provide to the Bank.
7)	Details of Bank Centric Helpdesk/Portal.	Details about the facilities vendor plan to provide for complaint & grievance redressal mechanism.
8)	Brief details of the key personnel to be associated with the project & their roles & responsibilities, previous experience etc.	
9)	Details of Portal for tracking delivery status of consignments	Details about the facilities vendor plan to provide for Delivery Management System.

Date:
Place:

(Authorized Signatory)

Name and designation with Company Stamp

Annexure C-3

DETAILS OF FACILITIES/INFRASTRUCTURE

Sr. No	Particulars	Details Provided
1.	Registered Office – Complete address with phone number, fax number and email address	
2.	Printing Facilities – Complete address with phone number, fax number and email address	
3.	Warehouses - Complete address with phone number, fax number and email address	
4.	Own Distribution Points - Complete address with phone number, fax number and email address	
5.	Third party Distributors/Dealers - Complete address with phone number, fax number and email address	
6.	Location wise details of machineries available	
7.	Location wise details of manpower	

Annexure D

BID QUESTIONNAIRE

Sr. No	Criteria	Response	Remark
1.	**Whether** Bidder vendor has fully understood the requirement of BANK as mentioned in RFP Ref. No. HO: STN: SF: 114: dated XX.XX.XXXX and whether capabilities to undertake such task have.	Yes/No	
2.	**Whether** having existing Web interface whereby its client can indent and monitor its orders **or Whether** having existing IT infrastructure to accept online indenting and providing other online support services as mentioned in RFP Ref. No. HO: STN: SF: 114: XX dated ……..	Yes/No	**If Yes,** please mention the workflow and various facilities available and details of any existing client, if any, using it. **If No,** please mention the plan of setting up of such facility and timeline of completing the same.
3.	**Whether** having capability of customizing/Dovetailing/ Integrating of IT infrastructure with that of Bank.	Yes/No	
4.	**Whether** having Own/ Tie-up Operational Print facility spread over India.	Yes/No	Please mention zone wise detailed list of own/tie-up Printers with their specifications & Capacity in terms of weight of paper (in tons)
5.	**Whether** having Own/Partner operational Warehouse & offices spread across India	Yes/No	Please mention zone wise detailed list of own/tie-up Warehouse & its available Capacity.
6.	**Whether** Having Experience of Pan India Distribution & Delivery.	Yes/No	Please mention how many postal pin codes touched in 2021-22 for supplying to its client.
7.	**Whether** Having Existing tie-up with couriers & India Post	Yes/No	Please mention details of tie-up and coverage of couriers in terms of pin codes covered.
8.	**Whether** complied with Full Statutory requirements.	Yes/No	Please mention Any disputes more than 10 lakhs.
9.	**Whether** having BCP/DRP Plan.	Yes/No	Please mention Plan/Write-up how the vendor will meet business continuity in case of any eventuality. Whether it has capability of continuing the operation in case of any breakdown/lockup etc. (a. In case of exigencies printing can be shifted to other own/tie-up Printers; b) Delivery can be arranged with other courier)

Signature and Seal of Company/Organization

Annexure E

FINANCIAL BID

(to be included in Financial Bid Proposal Envelope)

To
The General Manager (Operations & Services),
Bank of Baroda, Head Office, Baroda Bhawan,
7th Floor, R C Dutt Road, Alkapuri,
BARODA

Dear Sir,

Ref: RFP No. HO: STN: SF: 114: XX dated: XX.XX.XXXX

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, submit our Financial Bid for the various items detailed in Annexure "K" in conformity with the said RFP documents :-

Sr. No.	Item	Base Cost (Rs.)
A	B	C
1.	Total Consumption Cost (Unit price x consumption) of various Items as per Annexure "L"	
2.	Transportation cost, Per Kg Pan India Rate (Rate per kg X 2000000).	
	Total	

For Sr. No 1 the price should represent landed cost excluding transportation cost i.e. the price should be inclusive of the cost of all materials, printing, labour, packing as per requirement, unloading at delivery excluding GST.

For Sr. No 2 the price represents transportation cost excluding GST.

The bids are valid for 180 days from the date of opening of bid.

(It is mandatory to quote prices of all individual items as per Annexure "K" Please also attach copy of Annexure "K").

_____

(Signature) *(Name)* *(In the capacity of)*

Duly authorized to sign Bid for and on behalf of
Dated this ..... day of 2022

ANNEXURE F

BANK'S ZONE-WISE/REGION-WISE COVERAGE OF STATES/UT

S. N.	ZONE	REGION	States/Locations Covered
1	AHMEDABAD ZONE	AHMEDABAD - I REGION	Gujarat
		AHMEDABAD - II REGION	
		AHMEDABAD - III REGION	
		ANAND REGION	
		BANAS KANTHA REGION	
		GANDHINAGAR REGION	
		KHEDA REGION	
		MEHSANA REGION	
		SABARKANTHA REGION	
2	BARODA ZONE	BARODA CITY - II REGION	Gujarat
		BARODA CITY REGION	
		BARODA DISTRICT REGION	
		BHARUCH REGION	
		GODHRA - II REGION	
		GODHRA REGION	
		NAVSARI REGION	
		SURAT CITY - II REGION	
		SURAT CITY REGION	
		SURAT DISTRICT REGION	
		VALSAD REGION	
3	BENGALURU ZONE	BENGALURU CENTRAL REGION	Karnataka
		BENGALURU NORTH REGION	
		BENGALURU RURAL REGION	
		BENGALURU SOUTH REGION	
		MANDYA REGION	
		MYSURU REGION	
		BHOPAL REGION	Madhya Pradesh / Chattisgarh
		BILASPUR REGION	
		DHAMTARI REGION	
		DURG REGION	
		INDORE REGION	
		JABALPUR REGION	
		RAIPUR REGION	
		RATLAM REGION	
		SAGAR REGION	

5	CHANDIGARH ZONE	AMRITSAR REGION	Punjab/ Haryana/ Himachal Pradesh
		CHANDIGARH REGION	
		HISSAR REGION	
		JALANDHAR REGION	
		KARNAL REGION	
		LUDHIANA REGION	
		SHIMLA REGION	
6	CHENNAI ZONE	CHENNAI METRO REGION	Tamilnadu
		CHENNAI RURAL REGION	
		COIMBATORE REGION	
		MADURAI REGION	
		PUDUCHERRY REGION	
		TIRUCHIRAPALLI REGION	
7	ERNAKULAM ZONE	CALICUTT REGION	Kerala
		ERNAKULAM REGION	
		THRISSUR REGION	
		TRIVANDRUM REGION	
8	HYDERABAD ZONE	GUNTUR REGION	Telangana/ Andhra Pradesh
		HYDERABAD METRO REGION	
		RAJAHMUNDRY REGION	
		TELANGANA NORTH REGION	
		TELANGANA SOUTH REGION	
		TIRUPATHI REGION	
		VIJAYAWADA REGION	
		VISHAKHAPATNAM REGION	
9	JAIPUR ZONE	AJMER REGION	Rajasthan
		ALWAR REGION	
		BANSWARA REGION	
		BHARATPUR REGION	
		BHILWARA REGION	
		BIKANER REGION	
		JAIPUR REGION	
		JHUNJHUNU REGION	
		JODHPUR REGION	
		KOTA REGION	
		SAWAI MADHOPUR REGION	
		UDAIPUR REGION	
10	KOLKATA ZONE	BURDWAN REGION	West Bengal, Sikkim, Andaman and Nicober, Assam, Nagaland, Manipur,
		GREATER KOLKATA REGION	
		GUWAHATI REGION	
		JORHAT REGION	
		KOLKATA METRO -2 REGION	

		KOLKATA METRO REGION	Meghalaya, Mizoram, Arunachal Pradesh, Tripura
		SILIGURI REGION	
11	LUCKNOW ZONE	AMBEDKAR NAGAR REGION	Uttar Pradesh
		AYODHYA REGION	
		FATEHPUR REGION	
		GORAKHPUR REGION	
		KANPUR DEHAT REGION	
		KANPUR METRO REGION	
		LUCKNOW DISTRICT REGION	
		LUCKNOW METRO REGION	
		PRAYAGRAJ - II REGION	
		PRAYAGRAJ REGION	
		RAE BARELI REGION	
		SULTANPUR REGION	
		VARANASI - II REGION	
		VARANASI REGION	
12	MANGALURU ZONE	GULBARGA REGION	Karnataka
		HASSAN REGION	
		HUBBALLI REGION	
		MANGALURU CITY REGION	
		MANGALURU DISTRICT REGION	
		UDUPI - II REGION	
		UDUPI REGION	
13	MEERUT ZONE	AGRA REGION	Uttar Pradesh
		ALIGARH REGION	
		BAREILLY CITY REGION	
		BAREILLY DISTRICT REGION	
		DEHRADUN REGION	
		HALDWANI - II REGION	
		HALDWANI REGION	
		MEERUT REGION	
		MORADABAD REGION	
		SHAHJAHANPUR REGION	
14	MUMBAI ZONE	MUMBAI METRO CENTRAL REGION	Maharashtra
		MUMBAI METRO EAST REGION	
		MUMBAI METRO NORTH REGION	
		MUMBAI METRO SOUTH REGION	
		MUMBAI METRO WEST REGION	
		NAVI MUMBAI REGION	

15	NEW DELHI ZONE	EAST DELHI REGION	Delhi
		GURGAON REGION	
		NOIDA REGION	
		NORTH DELHI REGION	
		SOUTH DELHI REGION	
		WEST DELHI REGION	
16	PATNA ZONE	CUTTACK REGION	Bihar, Jharkhand and Orissa
		BHUBANESWAR REGION	
		GAYA REGION	
		JAMSHEDPUR REGION	
		MUZAFFARPUR - II REGION	
		MUZAFFARPUR REGION	
		PATNAREGION	
		PURNEA REGION	
		RANCHI REGION	
		SAMBALPUR REGION	
17	PUNE ZONE	AMRAVATI REGION	Maharashtra
		AURANGABAD REGION	
		JALGAON REGION	
		KOLHAPUR REGION	
		NAGPUR REGION	
		NASHIK REGION	
		PANAJI REGION	
		PUNE CITY REGION	
		PUNE DISTRICT REGION	
		SOLAPUR REGION	
18	RAJKOT ZONE	BHAVNAGAR - II REGION	Gujarat
		BHAVNAGAR REGION	
		BHUJ REGION	
		JAMNAGAR REGION	
		JUNAGADH REGION	
		RAJKOT REGION	

Note: Any other office of bank not mentioned above in column (2) above like CFS/ARMB/Staff College/Training Centers/BSVS and other administrative/operative offices etc. would report to and have support from office of the vendor located in their area falling under concerned BANK Zone/Region. However, the above zone wise classification is only tentative and bank reserves the right to change/modify/reallocate the areas/regions as per its requirements.

ANNEXURE G

TIMELINES FOR SUPPLY OF STATIONERY ITEMS TO VARIOUS BRANCHES/OFFICES

Service Category	Duration (Timeline will start from the next day of receiving indent from the branch/office either online/other method)
Delivery of Stationery at Destination	**i) All Metro and Urban areas in Group 1 : up to 15 Days from date of receipt of purchase order.** **ii) Other Locations in Group 1 : up to 20 Days from date of receipt of purchase order.** **iii) State Capital & Urban areas in Group 2 : up to 15 Days from date of receipt of purchase order.** **iv) Other areas in Group 2 : up to 20 Days from date of receipt of purchase order.** **Group 1 :** **Delhi, West Bengal, Karnataka , Andhra Pradesh, Telangana, Maharashtra, Uttaranchal, Kerala, Madhya Pradesh ,Gujarat , U T (Chandigarh), Haryana, Tamil Nadu, Orissa, Assam, Punjab, Chhattisgarh, Uttar Pradesh, Rajasthan)** **(Group 2:** **Tripura, Bihar, Jharkhand , Arunachal Pradesh , Goa ,Meghalaya , Sikkim, Andaman & Nicobar Islands, Pondicherry, Jammu & Kashmir, Himachal Pradesh, Leh ,Laddakh and others)**
Complaint Redressal	Problem resolution within 7 days from the date of lodging issue/complaint. Delay in resolution after 7 days will attract penalty @ Rs. 100 per day per complaint,
Reports/MIS	Various MIS/ report at regular interval apart from any specific report as demanded by bank. Delay/Non submission will entail suitable penalty.

Penalty	Bank reserves its right of levying penalty charges apart from cancellation of contract for non-performance/ deficiency in services including quality, delay and non-response to any issue/complaint. In case of non-supply of items within given timelines, a penalty of 1 percent of the total consideration (related purchase order/related item value) for each day delay, subject to maximum amount of ten (10) percent of the total consideration (related purchase order/related item value) may be charged to vendor. If maximum is reached liquidated damages also becomes applicable. The Bank also reserves the right to shift some orders to some other vendor or altogether cancel the contract and/or forfeit the security deposit apart from levying penalty. Bank reserves the right to modify the timelines/penalties.

Annexure H-1

Bidder's Forwarding Letter for Bid Fee of Rs 50,000/- + GST @ 18% and EMD of Rs.1,30,00,000/-

To
The General Manager
Operations & Services
Bank of Baroda, Head Office, Baroda Bhawan,
7th Floor, R C Dutt Road, Alkapuri,
Baroda - 390007.

Dear Sir,

SUB: SELECTION OF VENDORS FOR END TO END STATIONERY MANAGEMENT UNDER PRINT MANAGEMENT SOLUTION (PMS)

Ref: RFP No. HO: STN: SF: 114: XXX dated: XX.XX.XXXX

We enclose RFP Bid fee (Non Refundable) of Rs 50,000/-(Rupees Fifty Thousand only) + GST @ 18 % (Total Rs.59000/-) and EMD in the form of a Demand Draft drawn in favour of BANK OF BARODA payable at Baroda or Bank Guarantee for period not less than 180 days for the sum of Rs. 1,30,00,000/-only (Rupees One Crore Thirty lakhs only). We also understand and agree that no interest will be paid on EMD amount. This EMD will be treated as per terms and conditions set out in this RFP.

Thanking you,

Yours faithfully

(Authorized
Signatory)

Name
Company/Organization Seal
Date
Business address

Annexure H-2

FORMAT FOR EARNEST MONEY DEPOSIT (EMD) BANK GUARANTEE

To,
The General Manager (Operations & Services),
Bank of Baroda, Head Office, Baroda Bhawan,
7th Floor, R C Dutt Road, Alkapuri,
BARODA

Dear Sir,

EMD BANK GUARANTEE FOR END-TO-END STATIONERY MANAGEMENT PROJECT OF BANK OF BARODA TO MEET SUCH REQUIREMENTS AND PROVIDE SUCH SERVICES AS ARE SET OUT IN THE REQUEST FOR PROPOSAL (RFP)

1. **WHEREAS** Bank of Baroda (BOB), having its Head Office at Alkapuri, Registered Office at Mandvi and Corporate Office at Baroda Corporate Centre, Bandra Kurla Complex, Bandra (East), Mumbai- 400 051, and various offices and branch spread over India has invited Request for Proposal (RFP) for the implementation of end to end Stationery Management in Bank of Baroda and such services as are set out in the Bank of Baroda, Request for Proposal No _____.

2. It is one of the terms of said Request for Proposal that the Bidder shall furnish a Bank Guarantee for a sum of Rs.1,30,00,000/- (Rupees One Crore Thirty lakhs Only) as Earnest Money Deposit.

3. M/s. _____, (hereinafter called as Bidder), who are our constituents intends to submit their tender for the said work and have requested us to furnish guarantee in respect of the said sum Rs.1,30,00,000/- (Rupees One Crore Thirty Lakhs Only).

4. NOW THIS GUARANTEE WITNESSESTH THAT

   We _____ (Bank) do hereby agree with and undertake to the Bank of Baroda, their Successors, assigns that in the event of the BOB coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Vendor, we shall on demand by the BOB, pay without demur to the BOB, a sum of Rs. 1,30,00,000/- (Rupees One Crore thirty Lacs Only) or any lower amount that may be demanded by Bank of Baroda. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the vendor under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. 1,30,00,000/- (Rupees One Crore Thirty Lacs Only).

5. We also agree to undertake and confirm that the sum not exceeding Rs. 1,30,00,000/- (Rupees One Crore Thirty Lacs Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the BOB on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the BOB shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the BOB within a period of one week from the date of receipt of the notice as aforesaid. We confirm that our obligation to the BOB under this guarantee shall be independent of the agreement or agreements or other understandings between the BOB and the Vendor. This guarantee shall not be revoked by us without prior consent in writing of the BOB.

6. We hereby further agree that-

a.) Any forbearance or commission on the part of the BOB in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the BOB to the vendor or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Vendor of their obligations and in the event of their failure to do so, by payment to us of the sum not exceeding Rs. 1,30,00,000/- (Rupees One Crore Thirty Lacs Only).

b.) Our liability under these presents shall not exceed the sum of Rs. 1,30,00,000/- (Rupees One Crore Thirty Lacs Only).

c.) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

d.) This Guarantee shall remain in force up to 180 days provided that if so desired by BOB, this Guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e.) Our liability under this presents will terminate unless these presents are renewed as provided herein up to 180 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by BOB alone is the conclusive proof.

f.) Unless a claim or suit or action is filed against us within six months from the date or any extended period, all the rights of BOB against us under this Guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

For and on behalf of
Signature and Seal of Authorized Official

ANNEXURE I

FORMAT FOR PERFORMANCE BANK GUARANTEE
(TO BE STAMPED AS AN AGREEMENT)

To
The General Manager (Operations & Services),
Bank of Baroda, Head Office, Baroda Bhawan,
7th Floor, R C Dutt Road, Alkapuri,
BARODA

(Hereinafter referred to as "BOB / you")

Whereas consequent to your Request For Proposal (RFP) No **HO: STN: SF: 114: XX DATED: XX.XX.XXXX** you have issued a Letter No Work Order/Contract No. _____ dated _____ to M/s _____, having its corporate office at _____
(hereinafter referred to as "the Contractor") for implementation of end to end stationery management in the bank.

Whereas as per the terms of the said RFP/Purchase Order/contract the successful vendor has to submit a Bank Guarantee from any scheduled commercial bank, other than BANK of BARODA in favour of you.

Accordingly THIS PERFORMANCE BANK GUARANTEE AGREEMENT executed at
……..this…….day of …….. 2022 by ……. (name of the Bank)…….. having its Registered Office at …….and its Branch at ……(hereinafter referred to as "the Guarantor", which
expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) **IN FAVOUR OF** Bank of Baroda, a a Body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its Head Office at Alkapuri, Registered Office at Mandvi, Baroda and Corporate Office at Baroda Corporate Centre, Bandra Kurla Complex, Bandra (East), Mumbai- 400 051, hereinafter referred to as the '**Bank**' which expression shall unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

Whereas Bank of Baroda, having its Head Office at Alkapuri, Registered Office at Mandvi, Baroda and Corporate Office at Baroda Corporate Centre, Bandra Kurla Complex, Bandra (East), Mumbai- 400 051(hereinafter called the 'Bank') has invited Request For Proposal (RFP) Bid for implementation of end to end Stationery Management in the bank and the successful bidder has to furnish a Performance Bank

Guarantee for a sum of Rs……./-(Rupees …….only) as a Performance Bank Guarantee.

M/s. _____, our constituent, has requested us to furnish guarantee to the 'Bank' in respect of the said sum of Rs……./-(Rupees …….only).

NOW THIS GUARANTEE WITNESSETH AS FOLLOWS WITHOUT ANY DEMUR

1. We _____ (bank), the Guarantors, do hereby irrevocably & unconditionally agree an undertake to the Bank of Baroda, their Successors, Assigns that in the event of the Bank of Baroda coming to the conclusion that the **vendor** (**pl. mention the name in bracket**) have not adhered to the terms and conditions of the 'Bank' or committed a breach thereof, which conclusion shall be binding on us as well as the said vendor, we shall on demand by the Bank of Baroda, pay without demur to the Bank of Baroda, a sum of Rs. ……../-(Rupees …….. only) or any lower amount that may be demanded by the Bank of Baroda. Our guarantee shall be treated as equivalent to the Security Deposit for the due performance of the obligations of the vendor under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs……./-(Rupees …….only).

2. We also agree to undertake to and confirm that the sum not exceeding Rs……./-(Rupees …….only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the Bank of Baroda on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence in this regard. The notice from the Bank of Baroda shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Bank of Baroda within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the Bank of Baroda under this guarantee shall be independent of the agreement or other understandings, whatsoever, between the Bank of Baroda and the vendor. This guarantee shall not be revoked by us without prior consent in writing of the Bank of Baroda. We hereby further agree that

   - Any forbearance or omission on the part of the Bank of Baroda in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and / or hereunder or granting of any time or showing of any indulgence by the Bank of Baroda to the vendor or any other matters in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance by the vendor of their obligations and

in the event of their failure to do so, by payment by us of the sum not exceeding Rs……./-(Rupees …….only)

- Our liability under these presents shall not exceed the sum of Rs……./-(Rupees …….only)

- Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

- This guarantee shall remain in force up to (42 months from date of finalization of Contract) provided that if so desired by the Bank of Baroda, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

- Our liability under these presents / guarantee shall remain in force till _____ unless these presents are renewed as provided hereinabove on the _____ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the Bank of Baroda alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within four months from the date or any extended period, all the rights of the Bank of Baroda against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

- The liability of the Guarantor under this Performance Bank Guarantee shall not be affected by –
  - Insolvency or winding up of the Bidder or absorption, merger, acquisition or amalgamation of the Bidder with any other Company, Corporation or concern; or
  - Insolvency or winding up of the Guarantor or absorption, merger, acquisition or amalgamation of the Guarantor with any other Company, Corporation or concern; or change in the constitution structure or management of the Guarantor
  - Any change in the management of the Bidder by takeover of the management of the Bidder by the Central or State Government or by any other authority; or
  - Any change in the constitution/structure or management of the Bank or any dispute between the Bidder and the Bank.

- This guarantee shall be governed by Indian Laws and the Courts at Baroda, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee. Notwithstanding anything contained herein :

- Our liability under this Bank Guarantee shall not exceed Rs……/-(Rupees …….only)
- This Bank Guarantee shall be valid up to (42 months from date of finalization of Contract)
- 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 ……

Yours faithfully,

For and on behalf of Bank _____
Authorized official

ANNEXURE J-1

NON-DISCLOSURE AGREEMENT

All bidders must sign the Non-Disclosure Agreement (NDA) while submitting the response to the Request for Proposal (RFP). Bidders must comply with all clauses mentioned in the NDA. No changes to the NDA are allowed. The NDA must be executed on the bidder's company letterhead. The primary bidder along with all partners who gain access to the Bank's confidential data (as described in the NDA) must sign the NDA.

NDA format is provided below.

(On the Letterhead of the bidder)

Strictly Private and Confidential

The General Manager
Bank of Baroda,
Stationery & Security Forms Section
Operations & Services Department, HO
7th Floor, Baroda Bhavan,
R C Dutt Road, Alkapuri,
Vadodara,
Gujarat – 390007
Date :-

Dear Sir,

Non-Disclosure Agreement

We acknowledge that during the course of bidding for Request for Proposal (RFP) for **Selection of Vendor for Empanelment of Vendor for End to End Stationery Management.** we shall have access to and be entrusted with Confidential Information. In this letter, the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to Bank and its business that is provided to us pursuant to this Agreement.

In consideration of you making Confidential Information available to us, we agree to the terms set out below:

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Agreement) to preserve such confidentiality.

2. We shall use the Confidential Information solely for the preparation of our response to the RFP and not for any other purpose.

3. We shall not disclose any Confidential Information to any other person or firm, other than as permitted by item 5 below.

4. We shall not disclose or divulge any of the Confidential Information to any other client of [name of product vendor / implementation partner].

5. This Agreement shall not prohibit disclosure of Confidential Information:
   - To our partners / directors and employees who need to know such Confidential Information to assist with the bidding for RFP floated for Engagement of consultant;
   - To the extent that such disclosure is required by law;
   - To the extent that such disclosure is required by any rule or requirement of any regulatory authority with which we are bound to comply; and
   - To our professional advisors for the purposes of our seeking advice. Such professional advisors will be informed of the need to keep the information confidential.

6. Upon your request we shall arrange delivery to you of all Confidential Information, and copies thereof, that is in documentary or other tangible form, except:
   - For the purpose of a disclosure permitted by item 5 above; and
   - To the extent that we reasonably require to retain sufficient documentation that is necessary to support any advice, reports, or opinions that we may provide.

7. This Agreement shall not apply to Confidential Information that:
   - Is in the public domain at the time it is acquired by us;
   - Enters the public domain after that, otherwise than as a result of unauthorized disclosure by us;
   - Is already in our possession prior to its disclosure to us; and
   - Is independently developed by us.

8. This Agreement shall continue perpetually unless and to the extent that you may release it in writing.

9. We warrant that we are acting as principal in this matter and not as agent or broker for any person, company, or firm.

10. We acknowledge that no failure or delay by you in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof or shall any single or partial exercise thereof or the exercise of any other right, power, or privilege.

11. Unless the bank otherwise agree in writing, bidder's duty to protect Confidential Information expires one year from termination / expiry of this Agreement.

12. This Agreement shall be governed by and construed in accordance with Indian law and any dispute arising from it shall be subject to the exclusive jurisdiction of the Vadodara courts.

INDEMNITY

1. We hereby agree to indemnify and keep bank indemnified safe and harmless at all times against all or any consequences arising out of any breach of this confidentiality undertaking by us and /or ours employees and shall immediately reimburse and pay to bank on demand all damages, loss, cost, expenses or any charges that bank may sustain suffer, incur or pay in connection therewith.

2. We acknowledge that a breach of our obligations under this undertaking could cause irreparable harm to the bank for which monetary damages may be difficult to ascertain or an inadequate remedy. We therefore agree that the bank will have the right, in addition to its other rights and remedies, to seek injunctive relief and damages for any violation of this Agreement.

Yours sincerely

Signature and Stamp of Company

[Authorized Signatory (same as signing the proposal) – Bidder]

Name:

Position:

Date:

We have read this Agreement fully and confirm our agreement with its terms

ANNEXURE J-2

AFFIDAVIT ON A NON JUDICIAL STAMP PAPER DULY NOTARIZED

(To be stamped as per Stamp Act prevailing at the center of execution)

I,_____ sole proprietor/partner/authorized signatory of M/s._____ public/private limited company, having its registered office at . . . . . (Full Address) do hereby solemnly affirm and declare as under:-

1. That our company is not blacklisted by any Bank/State Government/Central Government/Financial Institution, etc. and have not sublet/subcontracted any work allocated to us.

2. That our company has never been convicted or have any cases pending in the court of Law against any Bank/State Government/Central Government/Financial institution.

3. That our company has never defaulted in execution of any contract/order of Bank/State Government/Central Government/Financial institution or has no suit for recovery ever filed by any govt. organization against us for violation of terms and conditions.

4. I/We hereby declare that our Company _____ is having unblemished past record and was not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time.

5. That our company has never returned back any contract/order unexecuted.

6. That no Bank/customer of our company is dissatisfied with the machines/Services provided by us and our services are found to be satisfactory by all the Banks/Customers.

(Signature of the Authorized Signatory/Proprietor/Managing Partner/Director with Seal)

DEPONENT

Verified at . . . . . on . . . . . that the contents of Paras 1 to 7 of this affidavit are true and correct and no part of this is false and nothing material has been concealed or falsely stated therein.

(Signature of the Authorized Signatory/Proprietor/Managing Partner/Director with Seal)

DEPONENT

(Signature & Seal of Notary)

Annexure K

Specifications of All Stationery Items with approximate consumption details as per excel sheet which is also available at our Bank's website: www.bankofbaroda.in

ANNEXURE - L

PRE CONTRACT INTEGRITY PACT
(TO BE STAMPED AS AN AGREEMENT)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of _____ month, 20____, between, on one hand, Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisitions and Transfer of Undertakings) Act, 1970 having its Head office at Alkapuri, Registered Office at Mandvi Baroda, and its corporate office at Baroda Corporate Centre, C-26, G-Block, BandraKurla Complex, Bandra East, Mumbai-400051 (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____ , Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item/Services) and the BIDDER/Seller is willing to offer/has offered the said stores/equipment/item/services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking performing its functions on behalf of the President of India.

NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in

exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

Commitments of BIDDERs

2 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour , any material or immaterial benefit or other advantage , commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

2.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.

2.4 BIDDERs shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity

and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information · provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be is closed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3 Previous Transgression

3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER

can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4 Earnest Money (Security Deposit)

4.1 While submitting commercial bid, the BIDDER shall deposit an amount (shall be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Draft or a Pay Order in favour of Bank of Baroda

(ii) A confirmed guarantee by a Scheduled Commercial Bank other than Bank of Baroda, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP).

4.2 The Earnest Money and Security Deposit shall be valid up to a period of 180 days and 42 Months respectively or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

5 Sanctions for Violations

5.1.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

5.1.2 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

5.1.3 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

5.1.4 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

5.1.5 To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of Bank of Baroda, while in case of a BIDDER from a country other than India with

interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

5.1.6 To en-cash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

5.1.7 To cancel all or any other Contracts with the BIDDER. The BIDDER shall· be liable to pay compensation for any loss ·or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

5.1.8 To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

5.1.9 To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

5.1.10 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

5.1.11 Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER . However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6 Fall Clause

The BIDDER undertakes that it has not supplied /is not supplying similar (in quantity) product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry /Department of the Government of India or PSU and if it is found at any stage that similar (in quantity) product / systems or sub systems was supplied by the BIDDER to any other Ministry /Department of the Government of India or a PSU at a lower price within a period of one year before and after bid submission date, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7 Independent Monitors

7.1 The BUYER has appointed Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Name: Mr.Harishwar Dayal (email id: dayalagra@gmail.com)

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER I BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8 Facilitation of Investigation

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

9 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is at Vadodara.

10 Other Legal Actions

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

11 Validity

The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

12. The parties hereby sign this Integrity Pact at _____ on _____

BUYER	BIDDER
Name of the Officer:	Chief Executive Officer
Designation:	Department:
Witness	Witness
1. _____	1. _____
2. _____	2. _____

Annexure - M

Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure

(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

To
The General Manager
Bank of Baroda
Stationery & Security Forms Section,
Operations & Services Department, HO
7th Floor, Baroda Bhavan,
R C Dutt Road, Alkapuri,,
Vadodara,
Gujarat – 390007

Sir,

We, M/s ---------- are a private/public limited company/LLP/Firm <strike off whichever is not applicable>
Incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at ---------- (referred to as the "Bidder") are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:
Please strike off whichever is not applicable

1. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is not from such a country."
2. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is from such a

country. I hereby certify that _____ fulfils all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.]"

In case the work awarded to us, I/ we undertake that I/ we shall not subcontract any of assigned work under this engagement without the prior permission of bank.

Further we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfils all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]"

2. We, hereby confirm that we fulfil all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process.
We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

3. This declaration cum undertaking is executed by us or through our Authorized person, after. having read and understood the terms of RFP and the Office Memorandum and Order.
Dated this……..by …….20

Yours faithfully,

Authorized Signatory
Name:
Designation:
Vendor's Corporate Name
Address
Email and Phone #

List of documents enclosed:
1. Copy of certificate of valid registration with the Competent Authority (strike off if not applicable)
2. …….
3. ……..
4. ……..

ANNEXURE – N

Bid Security Declaration Form

(For Micro and Small Enterprises (MSEs)

To

The General Manager

Bank of Baroda

Operations & Services Dept.

7th Floor, Baroda Bhavan

R C Dutt Road, Alkapuri

Baroda Gujarat 390007

Sir,

Sub: RFP Reference No. RFP: HO:STN & SF: 114:…… Dated ……

1. I/We, the undersigned, declare that M/s……..is a Micro and Small Enterprise and the copy of registration certificate issued by NSIC for Micro and Small Enterprises (MSE)/ start-ups to be recognized by Department of Industrial Policy & Promotion (DIPP) which are valid on last date of submission of the tender documents are enclosed.

2. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro and Small Enterprises (MSEs).

OR

2A. As per the RFP reference no: RFP: HO:STN & SF: 114:…… Dated ……. Floated for empanelment of vendor for printing & personalization of Welcome Kits, a Bid Declaration Form in lieu of Bid Security is required to be submitted by me/ as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro and Small Enterprises (MSEs).

3. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of 6 months from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

5. I/We declare that I am the authorized person of ……to make the declaration for and on behalf of …… Letter of Authority for executing declaration is enclosed.

Signature of the Authorized Signatory

Name:

Designation:

Name of the Firm:

Address: