

Sr. No.	Page No.	Point/Clause No.	Existing RFP Clause	Bidder's Queries	Addendum/Corrigendum/Clarification to be read as
1	1	-	Last Date and Time of Submission of RFP : 26-07-2019 up to 4:00 PM Date of Opening of Technical Bid : 29-07-2019 at 10:00 AM Date of Opening of Financial Bid : 31-07-2019 at 11:00 AM	-	Last Date and Time of Submission of RFP : 03-08- 2019 up to 4:00 PM Date of Opening of Technical Bid : 05-08- 2019 at 11:00 AM Date of Opening of Financial Bid : Shall be intimated separately subject to successful evaluation of Technical Bids
2	9	3.3 Point No. 5	Eligibility Criteria: The Bidder must have existing printing arrangements at minimum two locations in two different states either owned and/or tied up preferably with ISO or equivalent certifications.	-	Eligibility Criteria: The Bidder must have existing printing arrangements at minimum two locations in two different states either owned and/or tied up with ISO or equivalent certifications.
3	9	3.3 Point No. 5	Documents to be submitted with the bid: Bidder to submit documents evidencing tie-up arrangements.	-	Documents to be submitted with the bid: Bidder to submit documents evidencing tie-up arrangements with ISO or equivalent certifications. Documents from customer organizations certifying the receipt of similar kind of services from tie-up arrangements are also to be submitted.
4	9	3.3 Point No. 11	New Clause Point No. 11: In case of Startups/MSEs, for clause no. 1, 2, 3 et shall be given.	tc shall be reviewed by the Bank as per the applicable	guidelines of Government of India and relaxation



5	8-9	3.3	Eligibility Criteria	We have already shared a separate email on 6th July at 01:03 Am with subject Technical Query for the bid of End to End Stationary Management mentioning about our start-up certification and relaxation of norms in eligibility criteria of public procurement tenders. We look forward your comments on the same.	Please refer Clause No. 3.3 Point No. 11
6	13	g)	of totally new item, its price will be decided as per the	Prices of Modified Items and totally new items derived should be mutually agreed between the parties	RFP term shall remain unchanged.



8	13-14	h) j)	addition keeping in view of the inventoryof Vendor and shall inform the vendor appropriately and reasonable time shall be allowed for supply/discontinuation of the same after modifications/deletion/addition. 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.	extra time will be required for execution of bulk/onetime orders.	Bank shall provide 10-20 working days in addition to TAT specified in Annexure G to the vendor for execution of Bulk orders on a case-to-case basis.
9	15	r)	However the Bank shall inform the Vendor within one 9 week from the receipt of delivery of Supply of Inferior quality/different	bulk/onetime orders. Kindly delete digit 9 to avoid any confusion or ambiguity.	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.



10	16	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.	we request the bank to intimate the vendor in writing atleast 2 months before cancellation of contract	RFP term shall remain unchanged.
11	19	3.9.3. b)	Scheme of Awarding Marks		Please refer to Clause No. 3.3 and 3.9.3 b) (Revised Clause - Attached Separately)
12	19	3.9.3 b) Point No. 1	to Bank's during each of last year	Kindly confirm if we have to submit documents for only last FY 18-19 or previous years also. If yes, how many years	Please refer revised Evaluation Chart 3.9.3 b) (Attached Separately)
13	20	3.9.3 b) Point No. 10	Complaint Grievance Redressal System - Certificate from	from Organization - We suggest it should be	Complaint Grievance Redressal System - Certificate from Customer Organization and Bank's Visit Report.



14	21	3.11.1	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 <u>inclusive of</u> the cost of all materials, labour, <u>all taxes / levies / duties</u> , packing as per requirement, transit insurance and unloading at delivery location, <u>excluding</u> <u>applicable taxes.</u> However, all taxes/levies/duties etc, if any, will be borne by the vendor and added separately in the payment invoices against the Bank, as and when raised by	"Quotations for items should represent landed cost excluding transport cost i.e. the price should be inclusive of the cost of all materials, labour, packing	Bid Prices 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 all, excluding applicable GST.
15	22	3.14.2	ady success, subject to maximum amount of ten (10) percent	We request Bank to cap the maximum penalty amount to five (5) percent of related item value.	RFP term shall remain unchanged.
16	22	3.15	Earnest Money Deposit (EMD)	As an Start-up we are relaxed for the norms of EMD but even if the bank is insisting on EMD amount given in the RFP is amounting to Rs. 15 Lacs, we suggest if it can be revised to 5 lacs.	Bank shall consider as per the guidelines of Government of India and relaxation shall be given.
17	25	3.24.1	iii. It is accompanied by board resolution/power of attorney as specified in 3.9.4	-	iii. It is accompanied by board resolution/power of attorney as specified in clause no. 3.9.3 a) Point No. ii
18	26	3.24.1	xi. It contains all the information (complete in all respects) as requested in this RFP (in formats same as those specified).	-	Please ignore point xi. Which is erroneously duplicated from point x.



19	26	3.24.1	New Clause/Addendum: xv. It is accompanied by duly signed Pre-Integrity Pact as per Annexure L.		
20	28	3.30	Security Deposit	All selected vendors to submit Performance Bank Guarantee of Rs. 50 Lacs, we suggest to revise the same to 10 lacs and the validity period of 42 months can be relaxed to contract validity.	RFP term shall remain unchanged.
21	32	4.4.1		We request the Bank to inform in advance to visit the Factory/WH of the vendor	RFP term shall remain unchanged.
22	32	4.4	Inspection and quality control	We propose to incorporate Date and lot no on each stationary item as this would lead to delay in production and maintaining stocks and timely dispatches will also be hampered. Over and above this it would be a manual intervention in the artwork frequently which is a risk of unknown changes in the artwork as human error and may lead to incorrect print supply.	RFP term shall remain unchanged.



23	33	4.4.9	communication . However, regarding Non visible quality discrepancies (Defined as GSM or other technical feature	We request Bank to highlight any discrepency in the material supplied within 48 hrs of reciept of material at branch/offices to allow us for investigation and closure of issue on priority.	RFP term shall remain unchanged.
24	34	4.6.2	centrally by HO, Baroda subject to receipt of verification of	Payment term is not defined. We request Bank to release payment within 10 days from the date of reciept of Invoice at HO.	Payment (after TDS etc as applicable) will be made online centrally by HO, Baroda within 30 working days from date of receipt of invoice (Hard & Soft Copies), delivery challan etc and clarification for sought queries, subject to acknowledgements of receipt of stationery items by branches/offices.
25	34	4.6.3	actual weight of the stationery items. Bank will NOT consider the packing weight, whatsoever, for payment, under any	and it will be significant. We request Bank to re-	Payment shall 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.



26	34	4.7.1	Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc. However, as amendment/ modification in the existing items as well as 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.	As we have suggested for prices to be made exclusive of all taxes, in case of change in tax rate we will charge at prevalant tax rate applicable at the time of supply.	Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, except GST (as applicable). However, as amendment/ modification in the existing items as well as 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.
	34	4.7.2	The Bidder will pass on to the Bank, all fiscal benefits arising	reduction in tax rates as per clause 4.7.2 so it should	Price quoted by the bidders shall be valid for a period of three years as per clause no. 3.16.1
27	34	4.72	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.	e Bank, all fiscal benefits arising overnment levies viz. sales tax, . or the benefit of discounts if the cost of the items for which ng that period. Bank is asking for passing on the benefits in case of reduction in tax rates as per clause 4.7.2 so it should be vice-versa. We also request Bank to consider annual review of prices and in case of increase in price of paper or diesel by more than 10%, allow for rate increase after mutual discussion and negotiation.	
28			Logistics calculation	Minimum ordering/indenting weight of each order by branches/offices to be 10KG. In case of ordering weight less than 10KG, we will charge for 10KG and after that per KG rate will apply.	Please refer Addendum Clause No. 4.5.3
29	34	4.5.3	New Clause/Addendum: Minimum Chargeable Weight: Cost of delivery of each order i a) If the order weighs less than 10 Kg, vendor shall charge deli b) If the order weighs more than 10 Kg, vendor shall charge de	very cost for 10 Kg.	ise,



30	34	4.7	Prices of the products	All prices would be shared excluding taxes	Bidders shall quote prices exclusive of GST. Please refer Annexure E
31	35	4.9	Delays in the vendor performances	 Any delay arises due to unavoidable circumstances viz Political issues, natural calamities to be excluded from considering as delay in the service. 	Please refer Clause No. 4.14 for Force Majeure
32	35	4.10.1		Dispatch and Delivery penalties of 1% per day subject to maximum amount of 5% of the order value of the delayed product and not the complete indent of the branch.	RFP term shall remain unchanged.
33	35	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 maximum amount of 10% of the order (related purchase order/related item value).	we request the Bank to add below clause in penalty - "Penalty for deviation from the agreed turnaround times will be leveable only for the reasons solely attributable to the service provider. Sundays, public holiday of the bank and national holidays has to be excluded while calculation the total delay days for Penalty with the cap of 5% of the order value (Related Item value)"	RFP term shall remain unchanged.
34	35	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 contract price (related purchase order/related item value).	We request the bank to charge penalty on related item value and not on total PO/Contract value	Bank capped penalties recoverable at 10% of related item value (in case of delay in delivery of individual items) and purchase order (in case of delay in delivery of entire purchase order) as applicable.
35	39	4.16		In case of termination of contract, we request the bank to consume entire stock or pay for the stock in the vendors warehouse at the time of termination	RFP term shall remain unchanged.



36	40	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 and the price bid by the Vendor shall include all such taxes in the contract price.	-	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.
37	40	4 1 × 4	The Vendor's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Vendor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.	-	Stands Deleted



					Delivery of Stationery
					i) All Metro ,Urban areas & State Capitals in
					Group 1 : Up to 10 Working Days
					ii) Other Locations in Group 1 : Up to 15 Working
			Delivery of Stationery		Days
			i) All Metro and Urban areas in Group 1 : 5 to 10 Days		ii) All areas in Group 2: Up to 15 Working Days
			ii) Other Locations in Group 1 : 7 to 12 Daysiii) State Capital & Urban areas in Group 2 : 5 to 10 Days		
			iv) Other areas in Group 2 : 10 to 15 Days		(Group 1 : Andhra Pradesh, Goa, Gujarat,
38	57		Telangana , Maharashtra ,Uttaranchal, Kerala, Madhya	all branches Pan India after reciept of Order at Bidder end.	Haryana, Karnataka, Kerala, Madhya Pradesh,
50	57	Annexure G			maharashtra, Odisha, Punjab, Rajasthan, Tamil
					Nadu, Telangana , Uttar Pradesh, Uttarakhand,
					West Bengal, Dadar & Nagar Haveli, Daman &
					Diu, Delhi and Puducherry)
					(Group 2: Arunachal Pradesh, Assam, Bihar,
					Chattisgarh, Himachal Pradesh, Jammu &
					Kashmir, Jharkhand, Manipur, Meghalaya,
					Mizoram, Nagaland, Sikkim, Tripura, Andaman &
					Nicobar Islands, Puducherry)
			Problem resolution within 7 days from the date of lodging issue/complaint. Delay in resolution after 7 days will attract	Penalty is too high. We request Bank to waive of this	Problem resolution within 7 working days from the date of lodging issue/complaint. Delay in
39	39 57		penalty @ Rs. 100 per day per complaint, Max of Rs. 1 Lac		resolution after 7 working days will attract
			per month.	penalty.	penalty @ Rs. 100 per day per complaint, Max of
					Rs. 1 Lac per month.



40	57		Complaint Redressal Penalty	Penalty calculation per day of Rs. 100/- is too high we suggest to be considered as Rs. 10/- per day and to be capped at Rs. 10000/- (Ten thousand only) for the given PO. Penalties to be considered only for delayed grievance of given stationary items and not the complete indent ordered.	RFP term shall remain unchanged.
41	64	Annexure J-1	NON-DISCLOSURE AGREEMENT This NON-DISCLOSURE AGREEMENT ("NDA") is made at Mumbai this day of2019	-	NON-DISCLOSURE AGREEMENT This NON-DISCLOSURE AGREEMENT ("NDA") is made at VADODARA this day of2019
42	66	Annexure J-1, Clasue No. 5	GOVERNING LAW AND JURISDICTION: The provisions of this Agreement shall be governed by the laws of India. If any disputes or differences shall arise between the Parties hereto as to the interpretation or the performance of this Agreement the same shall be referred to sole arbitrator to be appointed by BOB. The arbitration proceeding shall be governed by the Arbitration and Conciliation Act 1996 and rules / amendments there under. The place of Arbitration shall be at Mumbai. The language of arbitration shall be English and the courts at Mumbai shall have the exclusive jurisdiction to try any matters arising from this Agreement.	-	GOVERNING LAW AND JURISDICTION: The provisions of this Agreement shall be governed by the laws of India. If any disputes or differences shall arise between the Parties hereto as to the interpretation or the performance of this Agreement the same shall be referred to sole arbitrator to be appointed by BOB. The arbitration proceeding shall be governed by the Arbitration and Conciliation Act 1996 and rules / amendments there under. The place of Arbitration shall be at VADODARA. The language of arbitration shall be English and the courts at VADODARA shall have the exclusive jurisdiction to try any matters arising from this Agreement.
43		Annexure K, Items No. 9, 10 & 11	Envelopes	Please specify if these Envelopes are Common Envelopes or Branch Envelopes, and if these would have Branch Specific Addresses or PAN India 1 Address only.	The artwork of envelopes are common for all the branches/offices of the Bank without branch/office specific address.



44	76	Annexure L, Clause No.	Law and Place of Jurisdiction This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.	-	Law and Place of Jurisdiction This Pact is subject to Indian Law. The place of performance and jurisdiction is at VADODARA.
45	Not in RFP	Misc	-	All product samples are required to derive the cost	Kindly refer Annexure K, wherein specifications of all Stationery Items are mentioned.
46	Not in RFP	Misc	-	All days to be considered as working days and holidays to be excluded in calculations.	We have exclusively specified "working days" in this RFP, wherever applicable. All other clauses of RFP, wherein term "days" is mentioned to be calculated by including holidays.
47	Not in RFP	Misc	Invoicing	In the instance if we have to dispatch partial indents then we would be billing a particular with multiple AWB numbers but charging bank a consolidated logistic cost and not individual way bill weightage logistic cost.	Bank do not accept partial dispatches.
48	Not in RFP	Misc	Price Revision	We request bank to consider the clause of price revision during the tenure of contract when there is unpredictable rise or fall of 5% to 8 % in prices of Raw Materials / Paper / Diesel. We can mutually define a grid of proportionate price increase to increase in the price of Raw Materials / Paper / Diesel. This grid can be considered as an annexure to the agreement as an interest to both the parties.	RFP term shall remain unchanged.