



SELECTION OF VENDORS FOR IMPLEMENTATION OF OUTSOURCING
MODEL OF STATIONERY MANAGEMENT IN ALL CIRCLES



REQUEST FOR PROPOSAL (RFP)

**SELECTION OF VENDORS FOR END TO END STATIONERY MANAGEMENT
(OUTSOURCING MODEL OF STATIONERY MANAGEMENT) IN ALL CIRCLES OF
THE BANK**

RFP REFERENCE NO. SBI/CPCR&OP/RFP/2019-20 / 01

DATED: 17.07.2019

**STATE BANK OF INDIA,
CPC REDESIGN & OTHER PROJECTS, VOLTAS HOUSE,
BALLARD ESTATE, MUMBAI – 400 001**

PART 1: INVITATION TO BID

State Bank of India (hereinafter referred to as SBI / the Bank) is having its Corporate Centre at Mumbai and other offices (LHOs, RBOs, AOs, Branches etc.) in various cities across the country.

In order to implement the outsourcing model of various branches / offices Pan India, the Bank 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 SBI within the given timeline and also provide MIS and complaint & grievance redressal system, in an efficient manner based on a robust IT platform required to be integrated with the IT system of Bank and as per details listed out in this document. The applicant should have the capability to timely deliver stationery items across a large number of branches / offices of the Bank, located across different states/ UTs of the country, including a large number of branches in rural and hilly areas apart from having capability to meet scope of work. No bidder is going to be allotted all branches in the country.

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

Deputy General Manager, CPC Redesign & Other Projects, Ground Floor, Voltas House, Ballard Estate, Fort, Mumbai – 400001. Phone: 022-22632951/52. Email: dgm.cpcop@sbi.co.in

- ❖ Please note that all the information desired 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 SBI and will not be returned. SBI reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them.

SCHEDULE OF EVENTS

Sr. No	Particulars	Time / Date / Other Details
1.	Date of commencement of Bidding process (Issue of RFP)	17.07.2019
2.	Bid Document availability, including changes / amendments/ clarifications, if any, to be issued	Bank's Website https://www.sbi.co.in from 10 am, 17.07.2019 to 1 pm, 19.08.2019 Any addendum/corrigendum/ clarification will be issued at Bank's Website https://www.sbi.co.in only
3.	Last date and time for receipt of e-mail for clarification from Bidders	08.08.2019 Time 05.00 pm IST, Clarifications / communications through e-mail only to dgm.cpcop@sbi.co.in
4.	Pre-Bid meeting Date & Time.	09.08.2019 Time 03.00 pm IST at 10 th Floor, State Bank Bhawan, Nariman Point, Mumbai – 400 021
5.	Last Date, Time & Place for Bid submission.	19.08.2019 Time 1.00 p.m. IST at CPC Redesign & Other Projects, Voltas House, Ballard Estate, Mumbai
6.	Date and Time for opening of Technical Bid	19.08.2019 Time 3.00 p.m. IST
7.	Place of opening of Technical Bids	10 th Floor, State Bank Bhawan, Corporate Centre, Nariman Point, Mumbai.
8.	Address for communication (Bank)	Address : Deputy General Manager (CPC-OP), CPCs Redesign & Other Projects, Ground Floor, Voltas House, Ballard Estate, Fort, Mumbai – 400001. e-mail – dgm.cpcop@sbi.co.in Phone--022-22632951/52 Fax - 022 - 22632953
9.	Bid Fee	Non Refundable fee of Rs.25,000/- (Rupees Twenty Five Thousand only) with per bid submission. Pay Order / Demand Draft, drawn in favour of State Bank of India, payable at Mumbai.
10.	Bid Security (EMD). (EMD can be deposited by means of a draft/Pay Order or by submission of a Bank Guarantee as per Annexure 'I' for a period not less than 180 days from the last date of submission of the bids.)	Rs. 25,00,000/- (Rupees Twenty Five lac only)
11.	Reverse Auction Tentative Date	On 31.08.2019 (or a subsequent date and time will be communicated to shortlisted vendors separately).

PART – 2 DISCLAIMERS

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form/email by or on behalf of State Bank of India (Bank), is subject to the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and it is only an invitation by the Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.

The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The issue of this RFP does not imply that the Bank is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Stationery Project and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

PART- 3 : INSTRUCTIONS FOR BIDDERS (IFB)

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A. INTRODUCTION

3.1 OVERVIEW:-

State Bank of India (SBI) or Bank, a body corporate constituted under the provisions of the State Bank of India Act, 1955 is India's largest bank with a network of over 22000 branches spread across India. The Bank also has presence in 36 countries across the globe. The Bank offers wide range of products and services to both Corporate and Retail Customers. The Bank has one of the largest network of more than 50,000 ATMs spread across geographical locations, and also provides services to its customers through alternate 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.

As an initiative to implement alternate model of STATIONERY MANAGEMENT, the outsourced model of stationery was rolled out in 9 Circles whereby selected vendor is supplying stationery items to 9 Circles' branches/offices. The bank now plans to implement outsourcing model of stationery management afresh in all Circles (Annexure F), whereby the selected vendor(s) will be supplying stationery items to branches/offices of the bank within stipulated timelines as per online indenting system, already operational in 9 Circles, apart from providing various MIS & support services.

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 SBI specific stationery in the form of various registers, forms and vouchers etc. These customized items need to be got printed specifically as per the requirement of the various branches/offices of bank spread over 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 'L', as required by branches and offices of SBI and also provide MIS and complaint & grievance redressal system, in an efficient manner based on a robust IT platform integrable with the IT system of Bank and as per details listed out in this document. **The Vendors have to submit to the bank their documented plan about their Printing, Sourcing, Indenting, Analysing and Delivery capabilities and 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 vendors should have the combined capability to deliver stationery items across a large number of branches / offices of the Bank, located in 17 Circles of SBI covering all states/UTs of the country, including a large number of branches in rural and hilly areas.

3.3 ELIGIBILITY CRITERIA:

This RFP tender is open to all vendors / applicants (Incorporated Bodies) who are capable and willing to undertake supplying various types of stationery items to branches/offices of the 17 Circles of SBI within the given timeline and also provide MIS and complaint & grievance redressal system, in an efficient manner, based on a robust IT platform integrable with the IT system of Bank, and fulfil the eligibility criteria as per Annexure C.

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 the 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) The vendor(s) will be selected Pan India and zone(s) will be allotted as per bank's discretion. Various zones tentatively will cover the branches/offices located in following SBI Circles :-

Zones	Circles covered
North Zone	Chandigarh, Delhi, Lucknow, Jaipur
South Zone	Bangalore, Chennai, Hyderabad, Thiruvananthapuram, Amaravati
East Zone	Bhubaneswar, Kolkata, North East, Patna
West Zone	Ahmedabad, Mumbai Metro, Maharashtra, Bhopal

Circle wise details are only tentative and bank reserves the right to change/modify/reallocate the areas as per its requirements. Bank's decision in this regard will be binding to all the bidders and the same cannot be challenged on any grounds (like loss of business etc.).

List of states/UTs covered under these seventeen Circles is given in Annexure "F". However, Circles allocation to the selected vendors will be zone-wise. Bank may select minimum two vendors and maximum four vendors for these four zones. In case only three vendors are selected, ratio of allocation of Circles to vendors will be 50%, 30% and 20% respectively. That is to say, L1 vendor will be allocated nine Circles. L2 vendor will be allotted five Circles and L3 vendor three Circles, provided they match L1 rates. None of the vendors, even L1, will be given more than nine Circles.

- b) The contract would be for a period not exceeding 3 years from the date of execution of SLA, subject to annual/periodic review. The Bank will review the performance of vendors periodically/every 6 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 to modify/reallot to the selected vendor.
- c) The selected vendor for the allotted Circles 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".
- d) Vendor may also be given some other additional area and/or some area/circle may be removed/ modified purely at the discretion of bank as per its requirement for supply of items at the same contracted rate.
- e) Bank reserves the right to procure item/items from other 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.
- f) The list of various items (SKUs- Stock Keeping Unit) along with tentative consumption in terms of quantity as well as specifications has been given in excel sheet as per Annexure "L". However, the SKUs 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 customised format etc). **Bank may amend/delete/add any stationery items any time as per its requirement.** The price of any modified item will be arrived as per the changes brought about as per the price of similar items and in case of totally new item, its price will be decided as per the nearest matching item/(s) or as per the rate decided/discovered by the Bank's committee for this purpose. The vendors will have to supply at the price so finalised. Bank, at its sole discretion, may decide to conduct fresh auction for a new/modified/existing item among the selected/new vendors and may give the supply order PAN India to a separate vendor.
- g) Vendor will have to execute modifications/deletion/addition if any in existing stationery items promptly, within timelines specified by the Bank on a case to case basis. Failure to adhere to the timelines may attract Penalty provisions as per Annexure G. While the bank will take utmost care, the loss on account of discontinuation/modification of any stationery items cannot be claimed from Bank, under any circumstances.

- h) 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 “L”, 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 drastically. Branches/Offices of the Bank will issue multiple purchase orders i.e. indent through online system of their stationery requirement.
- i) 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. Vendor should keep a buffer of stationery for Bank’s urgent need.
- j) 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.
- k) Vendor also has to help bank in creating soft copy/artwork of items, in a time bound manner, within timelines specified by the Bank on a case to case basis, **at no additional cost**. 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 vendors for standardisation/re-engineering of current and all future SKUs based on the technical competency of the selected vendors.
- l) The rate for any new/modified items with different specifications will be arrived at as per clause 4.7 of this RFP.
- m) *Bank may choose to use its own Stationery Software Application, or some other Application, or software application of any of the selected vendor(s) for implementation of proposed stationery management solution in the bank. In case of vendor application, Vendor(s) will have to customise the application as well as subsequent modifications/ developments to suit the bank requirement at their own cost. Bank, at its sole discretion, may opt for application(s) of individual selected vendor/vendors or may share application of any one particular vendor among all the selected vendors. In such case, vendor(s) need to dovetail/integrate its Application or facilitate for the same to other vendor(s). The commercial consideration for such sharing and dovetailing/integration may need to be sorted out among vendors in good faith without any obstacle/hindrance/delay to Bank’s work/ requirement. In case of Bank using its Application, Vendor will have to*

dovetail/ integrate/ customise their Stationery Application / IT Infrastructure with Bank's systems at their own cost, within reasonable / agreed timeframe, to Bank's satisfaction. Vendor will also have to submit themselves to Information Security Audit / or any other audit, and take steps to ensure compliance of stipulations / observations during the course of such audit.

Vendor will have to take anti-piracy/anti hacking and other cyber security related measures and continuously update/upgrade its security features to reasonably ensure that the website/Licensed Content is protected against piracy/hacking/compromise while utilising the Licensed Content from its Platform.

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 SBI centric Portal as a Single Point of Contact (SPOC) for all issues pertaining to the stationery management and complaint redressal has to be provided for each Circle. An Escalation Matrix for all issues to be provided to the LHOs as well as Central Stationery Department, Corporate Centre, Kolkata or any other department as decided by Bank.
- p) The Bank may, at its discretion, visit and inspect the Printing site, administrative offices and other offices or units of the Vendors as it may deem fit.
- q) The selected vendor may also be required to help bank in standardizing the various forms/vouchers/registers for getting the optimum advantage of bulk ordering as well as reduce wastages leading to reduction in cost. Vendors should share with the bank any suggestion/feedback for further improvement.
- r) Supply of Inferior quality/different specifications of items or improper packing/damaged item may be rejected. If inferior quality is found, penalty will be imposed. *Penalty terms, in case of supply of inferior quality items, are enumerated in **Annexure 'G'***. Similarly, items received in damaged condition may not be accepted and 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.
- 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, Indenting, MIS, call centre, grievance redressal etc) as contracted and required to the satisfaction of Bank, may entail shifting of some circles/areas, 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 Bank Guarantee, levy of penalty, blacklisting etc. in such events.
- u) The Bank will share with the selected vendors consumption details, item wise available with Bank's Circle/Regional Stationery Department (CSDs/RSDs) and considering the Bank' size, the requirement of any item will be substantial so the vendors are requested to quote their finest rate, inclusive of landed cost, transport cost, materials cost, labour, packing, loading, transit insurance and unloading at delivery location, but excluding applicable taxes. However, at this stage bank shall not be deemed to have committed for any minimum procurement quantity for any item/SKUs.
- v) Vendor will have to raise the bills with following declarations/enclosures and submit them to the nodal office or as advised by the bank in this regard.
 - Acknowledged copy of delivery challan,
 - A copy of transport receipt.

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. Invoice should be drawn with the break-up of total amount indicating separately Taxes, Freight charges etc. Facility of online verification of POD (Proof of Dispatch & its physical acknowledgement by branches/offices) against each order will be a desired feature. The total cost of any item, *excluding taxes*, should be the same as agreed/finalised by the bank.

Payment (after TDS etc as applicable) will be made online centrally by circle LHO subject to technical feasibility at monthly or other periodicity, which will be formulated subsequently and as per IT infrastructure integration. The above payment mechanism may be further elaborated /modified/refined as per banks requirement.

- w) At any point of time, if the Bank comes to know about vendor not having competence of participating in such type/scale of requirement or suppression of any material fact, the vendor will be disqualified from participating in further process and/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 SBI 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, SBI 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 08 /08 /2019 to dgm.cpcop@sbi.co.in.**
- 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 Clarification issued by SBI if any will be in the form of an addendum/ corrigendum and will be sent by email to the respective representatives of the bidders. The amendment will be binding on all bidders. SBI, 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 language.

3.9 Documents Comprising the RFP Bid

- 3.9.1 The bids shall be submitted in two separate sealed envelopes, one containing Commercial Bid and other Technical Bid, both to be submitted together in one big envelope. The Commercial Bid should be submitted in the format supplied as per Annexure “M”. All details with the relevant information / documents / acceptance of all terms and conditions strictly as described in this RFP will have to be submitted. Prior to evaluation of Bids, the Bank shall determine whether each bid is responsive to the requirements of this RFP.
- 3.9.2 Vendor must provide individual and factual replies to specific questions asked in the RFP.
- 3.9.3 Bidder should submit **commercial bid** as per Annexure “E 1” and Annexure “M” of the RFP document. **Commercial bid should comprise of duly signed one hard copy of Annexure “E 1” & Annexure “M”.** Hard copy of commercial bid should be a complete document and placed in a sealed envelope super-scribed as **“COMMERCIAL BID”**. These two sealed envelopes should be placed in a single sealed envelope super-scribed

as “**Commercial Bid for Stationery Management Project**”. Subsequently, i.e. after Reverse Auction, the vendor will be required to submit its price confirmation for the price quoted to the Bank as per Annexure E-2.

- 3.9.4 Technical Bid should comprise of one hard copy duly signed. Hard copy should be a complete document and placed in a sealed envelope super-scribed as “**Technical bid for Stationery Management Project**”.

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) Bidders information as per **Annexure“C”, Annexure“C 1”, Annexure“C 2” and Annexure “C3”** 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 (DD/BC or BG) of Rs. 25,00,000/- (Rupees Twenty Five lac) only as specified in this document. (EMD Bank Guarantee Format as per Annexure “I-2”)
 - vi) Non Refundable Bid Fee of Rs 25,000/- by way of Draft/Payorder favouring State Bank of India payable at Mumbai. (Annexure “I-1”)
 - vii) Audited Balance Sheets and Profit and Loss account statement for the last two years upto 31.03.2019.
 - viii) A copy of the full RFP document duly signed on every page in token of acceptance of all terms and conditions.
 - ix) Non-Disclosure Agreement duly signed (as per Annexure K) and Affidavit, duly notarised, as per Annexure K-1.
 - x) Pre Contract Integrity Pact duly signed (as per Annexure N).
- 3.9.5 The RFP bids should be submitted in one big non window-envelope containing 2 separate non-window envelopes one for Commercial Bid (super-scribed as “**Commercial bid for Stationery Management Project**”) and other for Technical Bid (super-scribed as “**Technical Bid for Stationery Management Project**”).

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. Commercial Bid or Technical Bid) is received.

3.11 Bid Prices

3.11.1 The prices should be specified only in “Commercial 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 be all inclusive i.e. it should include landed cost, transport cost, materials cost, labour, packing, loading, transit insurance and unloading at delivery location, excluding applicable taxes. 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 the vendor.

3.11.2 Prices quoted by the Bidder (L1 through reverse auction process) shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account. 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 commercial bid, failure to do so will make the bid liable to be rejected. Before opening of commercial bid, if price revision is envisaged by the bank, revised commercial bid may be required to be submitted in a separate sealed envelope.

3.13 Bid Integrity:

Wilful 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 SBI. The bidders shall be deemed to license, and grant all rights to SBI, 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 total consideration (related purchase order/ related item) for each day's delay, subject to maximum amount of ten (10) percent of the total consideration 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 circle/areas/orders to some other vendor or altogether cancel the contract and/or invoke the 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 stipulated 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. 25,00,000/- (Rupees Twenty Five lac 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 or Bank Guarantee as per **Annexure- I**, issued by a Scheduled Commercial Bank in India, other than State Bank of India, drawn in favour of State Bank of India payable at Mumbai and valid for a period of 90 days. Bank may ask the vendors to increase the validity period of EMD in case of requirement.
- 3.15.4 Any bid not accompanied with the requisite EMD shall be treated as non-responsive and is liable to be rejected.
- 3.15.5 No interest is payable on the amount of EMD, while returning the EMD to unsuccessful bidder, subject to other conditions stipulated hereinabove.
- 3.15.6 The EMD of the unsuccessful Bidders shall be returned without any interest, after notification of award.
- 3.15.7 The successful Bidder's EMD (without interest) will be discharged upon the Bidder signing the contract and submitting a Bank Guarantee of Rs. 2,50,00,000/-

(Rupees Two Crore Fifty lac) only, for each zone allotted to them, issued by a Scheduled Commercial Bank in India, other than State Bank of India, in favour of State Bank of India, payable at Mumbai and valid for a period of 3 years from the date of finalisation 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.

3.16 Period of Validity of Bids

- 3.16.1 Bid shall remain valid for the period of 180 days from the date of opening of bid. A bid valid for shorter period is liable to be rejected.
- 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 submission as per this RFP, Commercial Bid and Technical 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 neatly 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, except for un-amended printed literature.
- 3.17.4 Any inter-lineation, erasures or overwriting shall be valid only if they are initialled 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 "Commercial Bid" and one copy of "Technical Bid" separately and the two Non-



**SELECTION OF VENDORS FOR IMPLEMENTATION OF OUTSOURCING
MODEL OF STATIONERY MANAGEMENT IN ALL CIRCLES**

Window envelopes shall be enclosed and sealed in an outer Non-Window envelope superscribed as “RFP Bid For Stationery Project Management”.

3.18.2 All the envelopes should be addressed to “Deputy General Manager, CPC Redesign & Other Projects, Ground Floor, Voltas House, Ballard Estate, Fort, Mumbai – 400001. Phone: 022-22632951/52. Email: dgm.cpcop@sbi.co.in” 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 upto the appointed time on the next working day.

3.19.3 The 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 Once Bids are submitted, no modifications will be permitted. However, the Bidder may withdraw its Bid after the Bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids. The bidder may then resubmit their new bid within the deadline.

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

3.21.3 No Bid may be withdrawn during the period between the deadline for submission of Bids and the expiration of the period of Bid validity. Withdrawal of a Bid during this period 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 Technical 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 Bid Acceptance / Technical Evaluation of Bids:

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

- i. It is received by the due date 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 authorised representative of bidder.
- iii. It is accompanied by board resolution/power of attorney as specified in clause 3.9.4
- iv. It is accompanied by bidder’s information as per Annexure “C1, “C2” and “C3” 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. 25,00,000/- (Rupees Twenty Five Lac) only in the form of DD/BC or BG as specified in Clause 3.15. (Annexure I-1 and Annexure I-2).
- vii. It is accompanied by non-refundable bid fee of Rs 25,000/- by way of Draft/ Pay Order favouring State Bank of India. (Annexure I-1). Concession as per MSMED Act will be extended to MSE vendors.
- viii. It is accompanied by Audited Balance sheets and profit and loss account for the last 2 years.
- ix. It is accompanied by a copy of the full RFP document duly 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 K).
- xii. It contains duly notarised Affidavit by bidder (Annexure K-1).
- xiii. It contains pre-contract Integrity Pact, duly signed by the Bidder.
- xiv. IT does not contain any unauthorised condition or qualification.
- xv. It is not non-responsive in terms hereof.

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.

3.25 Evaluation of Price Bids and Finalization/ 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 has to submit the indicative price of all the items as per Annexure “M” in the excel sheet in hard copy as mentioned in clause 3.9.3. Only those Bidders whose bids are responsive, would be shortlisted for commercial evaluation via Reverse Auction conducted by the Bank’s authorized e-Procurement service provider, details of which are provided in Annexure–H.

3.25.3 For e-reverse auction, Bank will arrive at the total consumption amount as per Approx. consumption quantity and indicative unit price. Reverse auction will be conducted on this start price and vendors will be selected as per reverse auction mechanism as mentioned in Annexure A .The Bank will award the Contract to the successful Bidder/s who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be responsive, and is the lowest evaluated Bid/agree to supply at the lowest evaluated bid. (Reverse Auction Details as per Annexure A).

3.26 Contacting the Bank

3.26.1 **No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Price Bid to the time the Contract is awarded.**

3.26.2 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 to be responsive, and is the lowest evaluated Bid.
- 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 Circles allocation to the selected vendors will be zone-wise. Bank may select minimum of two and maximum four vendors for these four zones. In case only three vendors are selected, ratio of allocation of Circles to vendors will be 50%, 30% and 20% respectively. That is to say, L1 vendor will be allocated nine Circles. L2 vendor will be allotted five Circles and L3 vendor three Circles, provided they match L1 rates. In case of only two vendors, the allocation ratio will be 60% and 40%. None of the vendors, even L1, will be given more than nine Circles. List of states/UTs covered under these Circles is given in Annexure "F".
- 3.27.4 The **L1 price finalised after reverse auction process will be valid for three years** from the date of SLA execution, 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.
- 3.27.5 The Bank reserves the right to cancel/modify/change the existing contract/ call for fresh quotes for all/some item any time during the validity period, if considered necessary. The bank may at its discretion procure the stocks kept with the vendor before cancellation.
- 3.27.6 **In the event of insufficient number of vendors remaining in the Project, the RFP shall be scrapped.**

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.** 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 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 expiration 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 Bidder should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within 7 days of receipt of the communication. The selected vendor will have to enter into detailed contract agreement (Service Level Agreement-SLA) terms of which are tentatively mentioned in “Part-IV Terms & Conditions” alongwith letter of acceptance, NDA (Non-Disclosure Agreement), PBG (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 Performance Bank Guarantee (PBG):

All selected vendors are required to submit PBG of Rs. 250.00 lac for each zone allotted to them, valid for period of not less than 3 years. The PBG should be from a Scheduled Commercial Bank other than SBI and should be valid for a period of 36 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 BG is attached as per Annexure J.

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 (BG), 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 Signing of Contract :

- 3.31.1 In the absence of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder, if advised by the bank.
- 3.31.2 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.
- 3.31.3 The Bank reserves the right either to invoke the EMD Bank Guarantee or to cancel the contract if the Bidder fails to meet the terms of this RFP or contracts entered into with them.

3.32 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 RFP, the following terms shall be interpreted as indicated unless inconsistent with the subject matter or context:

4.1.1 “The Bank” Bank/ SBI - Reference to the “the Bank”, “Bank” and “Purchaser” shall be determined in context and may mean without limitation “State Bank of India”.

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 responsive and whose price as per the commercial bid through reverse auction is the lowest, as per terms and conditions of this RFP, 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 (Turn Around Time) 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) SBI 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 relationship 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 SBI, 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) State Bank of India 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 SBI. However, SBI reserves the right, at any time, to waive any of the requirements of the RFP, if in the sole discretion of SBI, the best interest of SBI be served by such waiver.
- h) Bidder understands that the items and consumption details thereof mentioned in the Annexure "L" is only tentative **not only the number of items to be supplied but its consumption may also vary drastically. Minimum Order Quantity will be treated as Rs. 1000/- (value).**
- i) SBI shall have the right to cancel the RFP process at any time prior to execution of contract, without thereby incurring any liabilities to the affected Bidder(s). Reasons for cancellation, as determined by SBI 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 SBI.
 - (v) In the event of insufficient number of vendors remaining in the Project as per terms of this RFP, the RFP shall be scrapped. If there are insufficient number of vendors remaining in the Project even after RFP but prior to SLA execution, Bank will not execute the SLA, without any prejudice to the Vendor's interest. Bank will terminate RFP / not execute SLA, if any development leads to, or is likely to lead to, its dependency on insufficient number of vendors in contention of the Project.
 - (v) Any other reason
- j) SBI 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) SBI reserves the right to re-negotiate the prices in the event of changes in the market conditions and/or technology etc.
- l) Bank reserves the right to appoint a consultant at any stage during bidding process.
- m) 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, Bank will also not hire or retain, either as an employee or consultant, any employee of the bidder. This shall not be applicable to the normal recruitment process of bank.
- n) All pages of RFP should be stamped and signed by Authorized Signatory of the Bidder.
- o) Vendor should carry out promptly any change request necessitated by the Bank
- p) 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.
- q) 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.
- r) Bids from any vendor whose EMD/BG has been invoked by the Bank in the last three years, will **NOT** be accepted.
- s) 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 the 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.
- t) Vendor will have to execute a pre-contract Integrity Pact with the Bank as per Annexure 'N'.
- u) The operations of the bidder in Pakistan or China, if any, should be invariably

firewalled from the contact / 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.

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 / godown/ warehouse inspection at by a team of Bank officials or demand a demonstration of the stationery management application/solution proposed on a representative model in Bidder's office apart from testing its printing capabilities. 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 does not meet the specification provided by the Bank. This shall in no way be limited or waived by reason of the products having previously being inspected, tested and passed by the Bank or its representative prior to the products shipment from the place of origin.
- 4.4.3 The Bank, at its discretion, may carry out periodic inspection/quality checks on continual basis and where necessary may reject the products which do not meet the specifications provided by the Bank. **Vendor should provide stock report on stock of stationery of different warehouses situated at different locations to the Bank's respective offices.**
- 4.4.4 The inspection and quality control tests may be conducted on the premises/godown/warehouse of the Supplier, at 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 cost 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 SBI 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. **Further, deficiencies observed in their internal quality test reports must be shared by the selected bidder with the Bank.**
- 4.4.7 Vendor has to mandatorily ensure incorporation of Date and Lot No. on each stationery item, for easy identification by inspecting Bank officials on 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. **Content slip giving details of items supplied in any particular consignment to be affixed without fail.**
- 4.4.8 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 discrepancy in size, color, pages, finishing discrepancy etc.) within 10 working days from the receipt/acceptance of the delivery as per the Acknowledgement/Verification module available in Stationery Application and/or other modes of communication. However, regarding Non Visible quality

discrepancies (defined as GSM or other technical feature that requires some technical skill/ instrument / laboratory testing etc.) will not have above restriction of 10 days, which may be raised as and when noticed/identified though within 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 actual weights of packing case shall take into consideration, where appropriate, the remoteness of the Products 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 imposition of liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract.

4.6 Payment Terms

- 4.6.1 Payment shall be made in Indian Rupees.
- 4.6.2 Payment (after TDS etc as applicable) will be made online centrally by the Circle LHO subject to technical feasibility after receipt of invoice, delivery challan etc. with monthly or other periodical payment system which will be formulated subsequently and as per IT infrastructure integration. The above payment mechanism may be further elaborated /modified/refined as per banks requirement.

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 performance of the Contract, irrespective of reasons.
- 4.7.2 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 the 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.
- 4.7.3 In case of such modifications in existing stationery items / introduction of new stationery items, Bank may consider increase in input costs, subject to a cap on such increase, depending on the timing of such events in the following manner:

Timing during the duration of SLA	Price Cap (maximum)
1 st Year	Nil
2 nd Year	10%,
3 rd Year	12.5%

However, the list above is a broad, outer perimeter only and the Bank may consider any increase, well below the ceiling indicated hereinabove. While calculating the cost of revised printed items, change in number of pages will be the principal guiding factor and rates/ prices will be increased/ decreased proportionately. Similar adjustment for colour/ cover page etc. may be made. While negotiating price revision, SLA stipulated price will be the determining factor, not the market driven price. Bank's decision in this regard will be final and acceptable to all selected vendors.

4.7.4 Price negotiations for the modified / newly added stationery items, as discussed hereinabove, will have to be concluded by the vendors in a time bound manner, within timelines specified by the Bank on a case to case basis. Failure to adhere to the stipulated timeline may have damaging implications in terms of Bank's business and operations. Accordingly, Bank may impose stiff penalty on the concerned vendor, as stipulated in Annexure 'G'.

4.7.5 The price fixed by the Bank after Price negotiation shall be binding on all the vendors in the Project.

4.8 Change Orders

4.8.1 As per the nature of project, the stationery items (customised/non customised) 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 finalised by the bank will be acceptable to all the vendors. Further the quantity mentioned is only approximate and it may increase/decrease as per 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 If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely delivery of the Products and performance of Services, the Vendor shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the

Vendor's notice, the Bank shall evaluate the situation and may, at its discretion, extend the Vendors' time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.

- 4.9.3 Except as provided in the above clause (4.9.2), 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.
- 4.9.4 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 Circle/Areas/Orders to some other Vendor or altogether cancel the contract and/or invoke the performance guarantee apart from levying penalty.

4.10 Liquidated Damages (LD):

- 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, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages as mentioned in above clause, deduct from the related invoice, as liquidated damages, a sum equivalent to 0.5 percent per day subject to maximum deduction of 5% of the order (related purchase order/related item value). Once the maximum deduction is reached/ recurrence is observed, the Bank may consider other options of shifting some circles/areas/orders to other vendor or termination of the Contract apart from invocation of performance bank guarantee.
- 4.10.2 The Liquidated damages recoverable are over and above the penalties for delayed deliveries prescribed in Clause 3.14.2 above and will be invoked only on recovery of the maximum penalties as per Clause 3.14.2 above.
- 4.10.3 The total penalties recoverable for deliveries not be effected within the time frame prescribed in clause 3.14.2 will therefore be capped at 15% of the contract price (related purchase order/related item value).

4.11 Conflict of Interest:

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 forfeit and appropriate the Bid Security and/or Performance Security (Performance Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be 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 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
- (b) 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.

4.14 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 an event beyond the control of the Vendor and not involving the Vendor’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

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

4.17 Governing Language: The governing language shall be English.

4.18 Applicable Law: The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subject to the exclusive jurisdiction of courts at Mumbai.

4.19 Taxes and Duties

4.19.1 The Vendor will be entirely responsible for applicable taxes like GST etc. in connection with delivery of products at site including incidental services/unloading etc. The vendor will provide MIS and details of GST and / or break up as per format of the Bank for being used in Bank's GST Tax engine.

4.19.2 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.

4.19.3 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.

4.19.4 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.

4.20 Vendor's obligations

4.20.1 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.

4.20.2 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.

4.20.3 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.

4.20.4 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.

- 4.20.5 The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanours.
- 4.20.6 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 K* of this document.

4.21 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.

4.22 Right to use 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 usual deduction may be made as per bank's discretion.

4.23 Powers to Vary or Omit Work

- 4.23.1 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 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.

- 4.23.2 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.
- 4.23.3 As per the nature of project , the stationery items (customised/non customised) 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 finalised by the bank will be acceptable to all the vendors. Further the number of items & its quantity mentioned is only approximate and it may increase/decrease as per bank's requirement.

4.24 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 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.

ANNEXURES

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Annexure A

Methodologies For Reverse Auction

3.6.1 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 L. The vendors will be given opportunity to view/see the hardcopy/softcopy of printable items.
- ii) The vendors need to give their indicative price for all the items (as per excel sheet in Annexure M) that will be all inclusive i.e. it should include landed cost, transport cost, materials cost, labour, packing, loading, transit insurance and unloading at delivery location, excluding applicable taxes. However, all taxes/levies/duties etc., if any, will be borne by the vendor, and added separately in the payment invoices against the Bank.
- iii) Bank will arrive at the total consumption amount as per Approx. consumption quantity and indicative unit price and the figure so arrived will be the starting basic cost (Opening Price) for reverse auction. Bank will share the indicative unit price of all the items before reverse auction.
- iv) Vendors have to quote the price lesser than starting basic cost (Opening price). They will be selected as L1, L2, L3 (and L4) vendors as per the lowest total of items price in Annexure M. The rates will remain fixed for 3 years.

The percentage reduction in the final arrived cost from the starting price, will then be factored in the indicative price of each of the individual item and accordingly price of each item will be arrived at. The selected vendor will have to submit list of items with its price after the reverse auction.

- v) After the L1 vendor is selected, other vendors may be required to match the L1 vendor's rate. For the purpose of matching of L1 rates by other vendors, the overall cost only will be considered and rates / cost for individual items quoted by L1 vendor will be reckoned. Depending upon the number of vendors willing to match the L1 vendor's rate, the Bank will allocate the circles/ zones to the selected vendors. If only three vendors are selected, ratio of allocation of Circles to vendors will be 50%, 30% and 20% respectively. That is to say, L1 vendor will be allocated nine Circles. L2 vendor will be allotted five Circles and L3 vendor three Circles, provided they match L1 rates. However, none of the vendors, even if L1, will be given more than nine Circles. In case of only two vendors, the allocation ratio will be 60% and 40%.
- vi) In case of non-acceptance by L2 or any dispute, bank will be taking suitable decision as it deems fit.



SELECTION OF VENDORS FOR IMPLEMENTATION OF OUTSOURCING MODEL OF STATIONERY MANAGEMENT IN ALL CIRCLES

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 circle 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/reverse auction at any time without assigning any reason.



SELECTION OF VENDORS FOR IMPLEMENTATION OF OUTSOURCING
MODEL OF STATIONERY MANAGEMENT IN ALL CIRCLES

Annexure- B

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

Date: _____

To,
Deputy General Manager,
State Bank of India,
CPC Redesign & Other Projects, Voltas House
Ballard Estate, Fort,
Mumbai 400001
(Hereinafter referred to as "SBI / you")

Dear Sir,

Ref: RFP No. SBI/CPCR&OP/RFP/2019-20 / 01 dated: 17 /07 /2019
Response to Bank's Invitation for RFP for Empanelment of Vendors for Stationery Management in SBI.

Having examined the Request for Proposal (RFP), we the undersigned, intend to submit a pre-qualification requirements proposal in response to the Request for Proposal (RFP) for selection of vendor for stationery management.

We attach hereto the response as required by the RFP, which constitutes our proposal. Contact detail of the authorized signatory and an authorized contact person for our company are :

Particulars	Authorized signatory for signing the RFP	Authorized contact person.
Name		
Designation		
Email id		
Landline		
Mobile No.		
Fax No.		
Address		

We confirm that the information contained in this response or any part thereof, including its exhibits and other documents and instruments delivered or to be delivered to State Bank Of India is true, accurate, verifiable and complete. We declare that we have disclosed all material information, facts and circumstances to the Bank.



**SELECTION OF VENDORS FOR IMPLEMENTATION OF OUTSOURCING
MODEL OF STATIONERY MANAGEMENT IN ALL CIRCLES**

This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead SBI in the process.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document.

If selected, we understand that it would be on the basis of the eligibility criteria of RFP document. We understand that you are not bound to accept any or all responses to RFP you receive. We understand and accept that it does not confer any right with regard to participation in any manner whatsoever and Bank will have unfettered right and discretion in its decision at all times and is authorised to suspend our candidature without assigning any reason.

We declare that we have neither entered into nor are party to (whether by conduct or by acquiescence) any restrictive trade practice or sub-contracting arrangement or collective arrangement with any other person or entity including the other Applicants for the Project, in connection with the preparation and/or submission of our responses.

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.

We hereby declare that none of the directors/partners/owners/majority shareholders has any direct or indirect interest in State Bank Group.

We undertake that, in competing for and, if we are selected, in executing the Project Agreements, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We submit herewith, authenticated copies of the company's Memorandum and Articles of Association/, audited balance sheet of the last three years along with other details/documents of this RFP.

We understand that the Bank reserves the right to accept / reject any application, or cancel the whole process, without assigning any reason therefor.

It is hereby confirmed that I/We are entitled to act on behalf of our company/corporation/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

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 acknowledge and fully understand and are aware that if the information provided here is found to be misleading the short-listing process or in the event that the Bank discovers anything contrary to our above declarations, bank is empowered to forthwith disqualify us from further participation in the process.

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/ invocation of EMD.



**SELECTION OF VENDORS FOR IMPLEMENTATION OF OUTSOURCING
MODEL OF STATIONERY MANAGEMENT IN ALL CIRCLES**

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.

Yours faithfully,

Authorised Signatory

Duly Authorised to sign the RFP for and on behalf of:

Name:

Name and Address of Company:

Designation:

Seal/Stamp of Company:

Address:

Direct Telephone Number

Fax Number

Mobile Number

Email ID

Date

CERTIFICATE AS TO AUTHORISED SIGNATORIES.

I,the Company Secretary/ Authorised officer of.....
certify that..... who signed the above RFP is authorized to do so and bind the
company by authority of its board/governing body.

Date:-

Signature

(Company Seal) (Name)

Annexure-C

BIDDER'S ELIGIBILITY CRITERIA

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected. **False / wrong certificate / affidavit, if any, given by the bidder willingly or by mistake will lead to disqualification.**

S.No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be Submitted with the Bid
1.	The Bidder should be a Government Organization / PSU / PSE / Private / Public Limited Indian Company/ Partnership 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/Bye Laws/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office.
2.	In the last two financial years i.e. 2017-18 and 2018-19, the Bidder should have achieved the following: a) Minimum domestic annual financial turnover on account of supply of stationery or printing and supply of stationery : Rs. 15 crore, b) Minimum Tangible Net worth : Rs. 10 crore, c) Operating Profit.		Copy of the audited Balance Sheet for preceding two years. 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. For 2018-19, CA certified provisional balance sheet would be required, if audited balance sheet is not available.
3.	Experience in the line of business: Minimum 2 years		Same as above.
4.	The applicant should have the experience of having supplied customized stationery to minimum 2 big organizations of repute preferably in Banking, Financial Services & Insurance (BFSI) sector having 50 or more offices / branches spread over 3 or more states with the requisite logistic arrangements.		Number and name with address of clients / BFSI clients (Mention details separately in respect of clients and BFSI clients). Clients certificate to be enclosed. Detailed sales/ Storage/distribution arrangement separately.
5.	The applicant must have existing printing arrangements either owned and/or tied up preferably with ISO or equivalent certifications.		Bidder to submit documents evidencing tie-up arrangements.
6.	Applicant should have all the necessary approvals/ statutory clearances in place to undertake the activities viz. E.S.I.C., P.F.,		Photocopies of valid registrations and licenses should be furnished with the Technical Bid.

	GST Registration and applicable Labor Law registration/ Licenses.		
7.	Service Providers should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Tendering Authority. A self-declaration certificate should be enclosed.		Affidavit as per Annexure-K-1
8.	The applicant should preferably own an existing IT architecture /e-platform having a web based online ordering, indenting, supply, distribution and monitoring system with provision for detailed MIS as well as a complaint redressal system. They should be able to integrate their platform with that of SBI.		Details of their existing IT infrastructure. Also details of Technical support which the applicant will provide to the Bank, to be provided.
9.	The applicant should be agreeable to make provision of a dedicated help desk for SBI.		Details about the facilities vendor plan to provide for complaint & grievance redressal mechanism.
10.	The applicants should have the capability to timely deliver stationery items across minimum 2000 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 the last 2 years and documents supporting the information.

Bidders meeting the above criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected. False / wrong certificate / affidavit, if any, given by the bidder willingly or by mistake will lead to disqualification.

Profile and Other Details of the Vendor / Bidder:

Sr. No.	Particulars	Details
01	Executive Summary Brief description of the Applicant that includes details like ownership structure, write-up on business history, growth, business areas, activities, etc.	Submit authenticated copies of the Applicant's Memorandum and Articles of Association/ Partnership Deed, as applicable.
02	Basic information a) Company/Firm/Organisation Name b) Date of Incorporation c) Name and addresses of Promoters d) Capital e) Name of Indian representative/office (Indicate: Own/Dealer/Distributor, JV) f) Corporate / Head Office Details <ul style="list-style-type: none"> ○ Address ○ Website. ○ Contact Person ○ Phone No. ○ Fax No. ○ Email Id. 	
03	Financial information a) Domestic Turnover in INR for last 2 years towards direct sales in supply of Stationery or printing & supply of stationery. b) Operating Profit in INR for last 2 years. c) Tangible Net Worth (TNW) for last two years.	Submit copies of audited balance sheet of last two years upto 31.03.2019.
04	Experience Sales/Storage/distribution Arrangement Number of Clients/ BFSI Clients	Please submit detailed sales/ Storage/distribution arrangement separately. Number and name with address of clients / BFSI clients (Mention details

Sr. No.	Particulars	Details
		separately in respect of clients and BFSI clients).
05	Printing Arrangement	Own or Tie-Up Arrangement & their details.
06	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.
07	Details of SBI Centric Helpdesk/ Portal.	Details about the facilities vendor plan to provide for complaint & grievance redressal mechanism.
08	Brief Details of the key personnel to be associated with the project & their roles & responsibilities, previous experience etc.	

Date:

Place :

(Authorised Signatory)

Name and designation with Company Stamp

Annexure – C 2

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	

(Authorised Signatory)
Name and designation
with Company Stamp

REFERENCES

(one page per Client Referral)

Sr No.	Particulars	Response
1	Client Name and Address	
2	Whether belongs to BFSI (Banking, Financial Services & Insurance) Sector	Yes/No
3	Name of the person who can be referred to from Clients' side, with Name, Designation, Postal Address, Contact Phone and Fax numbers, E-Mail IDs, etc.	
4	Number of tenders participated in last two years ended 31/03/2019	
5	Number of tenders awarded in last two years ended 31/03/2019	
6	Financial Value of tenders awarded in last two years ended 31/03/2019	
7	Number of contracts executed within stipulated time limit in last two years ended 31/03/2019	
8	Number of contacts executed beyond stipulated time limit (with reasons thereof) in last two years ended 31/03/2019	

(Authorised Signatory)
Name and designation
with Company Stamp

Annexure D

Bid Questionnaire

Sr no	Criteria	Response	Remark
1.	Whether applicant vendor has fully understood the requirement of SBI as mentioned in RFP SBI/CPCR&OP/RFP/2019-20 / 01 dated 17.07.2019 and whether have capability to undertake such task.	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.	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/ Tieup Operational Print facility spread over India.	Yes/No	Please mention state-wise detailed list of own/tie-up Printers with their specifications & Capacity in terms of actual weight of paper (in tons)
5.	Whether having Own/Partner operational Warehouse & offices spread across India	Yes/No	Please mention state-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 pincodes touched in 2017-18 and 2018-19 for supplying to its client.
7.	Whether Having Existing tieup with couriers & India Post	Yes/No	Please mention details of tieup and coverage of couriers in terms of pincodes covered.
8.	Whether complied with Full Statutory requirements.	Yes/No	Please mention Any disputes more than 1 crore.
9.	Whether having BCP/DRP Plan.	Yes/No	Please mention Plan/Writeup 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



SELECTION OF VENDORS FOR IMPLEMENTATION OF OUTSOURCING
MODEL OF STATIONERY MANAGEMENT IN ALL CIRCLES

Annexure E-1

COMMERCIAL BID

(to be included in Commercial Bid Proposal Envelope)

To
Deputy General Manager,
State Bank of India,
CPC Redesign & Other Projects, Voltas House
Ballard Estate, Fort,
Mumbai 400001

Dear Sir,

Ref: SBI/CPCR&OP/RFP/2019-20 / 01 DATED 17.07.2019

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, submit our Commercial Bid for the various items detailed in Annexure "L" alongwith Hard copy (In Excel Sheet) as per Annexure "M" in conformity with the said RFP documents :-

Sr. No.	Item	Cost (Rs.)
A	B	C
1	Various Items as Per Annexure "M". Total Consumption Cost (Indicative unit price x consumption)	

For Sr no 1 the price should represent landed cost including transportation cost i.e. the price should be inclusive of the cost of all materials, printing, labour, packing as per requirement, and unloading at delivery location, except all applicable taxes / levies / duties.

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 supplied Annexure "L" in hard copy).

Dated this day of 2019

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign bid for and on behalf of



SELECTION OF VENDORS FOR IMPLEMENTATION OF OUTSOURCING
MODEL OF STATIONERY MANAGEMENT IN ALL CIRCLES

Annexure E-2

Price Confirmation / Breakup Schedule
(To be submitted after Reverse Auction)

To
Deputy General Manager,
State Bank of India,
CPC Redesign & Other Projects, Voltas House
Ballard Estate, Fort,
Mumbai 400001

Dear Sir,

Ref: SBI/CPCR&OP/RFP/2019-20 / 01 DATED 17.07.2019

Reverse Auction Dated

With reference to above, we confirm that we have quoted the following price with breakup details in Annexure "M2" (Hard copy). The price will be valid for three years and as per various RFP conditions.

Sr. No.	Item	COST (Rs.)
A	B	C
1	Various Items as Per Annexure "M2". Total Consumption Cost (Indicative unit price x consumption)	

The prices are exclusive of all taxes.

The bids are valid for three years from..... (Date of reverse auction).

Dated this day of 2019

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign bid for and on behalf of

ANNEXURE – F

Bank's Zonewise/ Circlewise Coverage of States/UTs

Sr. No.	Circle	States / Locations Covered	Zones
1	Chandigarh	Punjab, Haryana (partial), Himachal Pradesh and Jammu & Kashmir, UT of Chandigarh,	North
2	Delhi	Delhi, Western UP, Haryana (partial) and Uttarakhand	
3	Lucknow	UP (except western UP)	
4	Jaipur	Rajasthan	
5	Amaravati	Amaravati	South
6	Bangalore	Karnataka	
7	Hyderabad	Telangana	
8	Chennai	Tamil Nadu and UT of Puducherry	
9	Thiruvananthapuram	Kerala, UT of Lakshadweep	East
10	Patna	Bihar and Jharkhand	
11	Bhubaneswar	Orissa	
12	Kolkata	West Bengal, Andaman & Nicobar Islands and Sikkim	
13	North East (Guwahati)	Assam, Arunachal Pradesh, Meghalaya, Manipur, Mizoram, Nagaland and Tripura.	West
14	Ahmedabad	Gujarat, UT of Daman & Diu, Dadra and Nagar Haveli	
15	Maharashtra	Mumbai Metro and adjoining Districts Palghar & Raigarh	
16	Bhopal	Madhya Pradesh and Chhattisgarh	
17	Mumbai Metro	Maharashtra (Other than Mumbai Metro) and Goa	

Note : Any other office of bank not mentioned above in column (2) above like MCG/CAG/SBLCs or other branches/offices would report to and have support from office of the vendor located in their geographical area falling under concerned SBI Circle.

However, the above circle-wise classification is only tentative and bank reserves the right to change/modify/reallocate the areas/zones/circles as per its requirements. Bank's decision in this regard will be binding to all the bidders and the same cannot be challenged on any grounds (like loss of business etc.).

ANNEXURE – G

TIMELINES FOR DELIVERY & PENALTY PROVISIONS

Service Category	Duration (Timeline will start from the next day of receiving indent from the branch/office either online/other method)
Delivery of Stationery	<p> i) All metro and urban areas in Group 1 : 20 Days ii) Other Locations in Group 1 : 30 Days iii) State Capital & Urban areas in Group 2 : 20 Days iv) Other areas in Group 2 : 30 Days </p> <p>(Group 1 :Delhi, Maharashtra , Uttaranchal, Madhya Pradesh , Gujarat, U T (Chandigarh) , Haryana, Punjab, Chhattisgarh, Uttar Pradesh, Rajasthan, 5 states in South India)</p> <p>(Group 2 Goa , Jammu & Kashmir, Himachal Pradesh, Uttarakhand, States in North East Circle, others)</p>
Complaint Redressal	Problem resolution within 2 days from the date of lodging issue/complaint. Delay in resolution after 2 will days will attract penalty @ Rs. 100/ per day per complaint, max Rs. 1 lac / month.
Reports/MIS	Various MIS/ report at regular interval apart from any specific report as demanded by bank. Delay/Non submission after one week or as extended by Bank, will entail penalty @ Rs. 1,000/- per day, maximum Rs. 1 lac / month.
Stationery Application Site Upkeep/ Maintenance	<p>In case of Vendor's Stationery site / Application integrated / dovetailed with Bank's software, the site should be always available for indenting by the Branches. Any maintenance/ upgradation related activity, which may lead to non-availability of the site / application should be with prior consultation with the Bank. Vendor will also have to keep its site up-to-date from Information Security point of view whether by bank or otherwise.</p> <p>Non availability/accessibility/downtime of Vendor's site more than 4 hours in one day will attract penalty @ Rs. 10,000/- per day, maximum Rs. 5 lac per month. Vendor shall respond to all the issues related to Site Upkeep/Maintenance immediately and within same day as far as practicable and shall take endeavour to resolve/arrive at a solution within 4 hours.</p>

Penalty	<p>For non-supply / Delay in supply as per stipulated timelines:</p> <ul style="list-style-type: none"> - 1% of total consideration (related purchase order) for each day delay, subject to maximum amount of 10%. If maximum is reached, liquidated damage also becomes applicable @ 0.5% per day subject to maximum 5% deduction from total consideration (related purchase order). - Total penalty + Liquidated damage not to exceed 15% of total consideration (related purchase order). - In case of recurring occurrence of such instances, Bank may shift some circle/areas/orders to some other vendor or altogether cancel the contract and/or invoking the performance guarantee apart from levying penalty.
Penalty	<p>For supply of inferior quality stationery items (i.e. quality inferior than that stipulated by Bank):</p> <ul style="list-style-type: none"> - No payment for supplies of inferior quality/ different specification items supplied in the same lot, as per Bank's discretion. If paid, recovery of amount in the manner as decided by Bank. - Penalty of 10% of the related indent order, - In case, the vendor is found indulging in supply of inferior quality/ different specifications items to Bank on 3 or more occasions in a month, minimum penalty of Rs. 2 lac will be levied at Bank's discretion. Similarly, if 3 or more inferior quality/ different specifications items are detected during inspection at vendor's warehouse, minimum penalty of Rs. 2 lac will be levied at Bank's discretion.
Penalty	<p>For failure to adhere to timelines specified by Bank, in case of newly added stationery items / modified stationery items:</p> <ul style="list-style-type: none"> - Rs. 5,000/- per day (maximum) for 1st 10 days of delayed period, i.e. period beyond timeline stipulated by Bank. - For delay beyond 10 days, penalty will be, Rs. 50,000/-, plus Rs. 10,000/- per day (maximum) from 11th day onwards of delayed period.

General Clause:

1. Bank reserves right to modify the timelines/ penalties/ **imposition thereof**, at its discretion.
2. **This being a unique and innovative type of Project, selected vendors will be given 6 months time for stabilisation. However, no relaxation whatsoever will be considered in penalty over quality related issues even during this 6 months grace period.**

Annexure “H”

DETAILS OF ePROCUREMENT REVERSE AUCTION

AUCTION TO BE CONDUCTED BY	<p>e-Procurement Technologies Pvt. Ltd. (abcprocure.com) B-705, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmedabad - 380 006. Gujarat State, India</p> <p>Tel.:- 91 - 079 - 4001 6860 / 6861 / 079 - 4001 6863 / 6864 / 6877 Fax:- 91 - 079 - 4001 6876</p> <p>http://SBI.abcprocure.com</p>
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**SELECTION OF VENDORS FOR IMPLEMENTATION OF OUTSOURCING
MODEL OF STATIONERY MANAGEMENT IN ALL CIRCLES**

Annexure I-1

Bidder's Forwarding Letter for Bid Fee of Rs 25,000/- and EMD Of Rs 25,00,000/-

To,
Deputy General Manager,
State Bank of India,
CPC Redesign & Other Projects, Voltas House
Ballard Estate, Fort,
Mumbai 400001

Dear Sir,

SUB: SELECTION OF VENDORS FOR END TO END STATIONERY MANAGEMENT
RFP SBI/CPCR&OP/RFP/2019-20 / 01 DATED 17.07.2019

We enclose RFP Bid fee (Non Refundable) of Rs 25,000/- (Rupees Twenty-five thousand only) and EMD in the form of a Demand Draft / Banker's Cheque/ Pay Order /Bank Guarantee No..... dated..... Valid upto..... issued by the Branch of theBank, for the sum of Rs. 25,00,000/-only (Rupees Twenty Five lac only) drawn in favour of State Bank of India payable at Mumbai. 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
(Authorised Signatory)

Name
Company Seal
Date
Business address



Format for Earnest Money Deposit (EMD) Bank Guarantee

To,
Deputy General Manager,
State Bank of India,
CPC Redesign & Other Projects, Voltas House
Ballard Estate, Fort,
Mumbai - 400001

Dear Sir,

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

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and various offices and branch spread over India has invited Request for Proposal (RFP) for the Implementation of end to end Stationery Management Project in State Bank of India and such services as are set out in the State Bank of India, Request for Proposal No. **SBI/CPCR&OP/RFP/2019-20 / 01 DATED 17.07.2019**

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.25,00,000/- (Rupees Twenty Five Lac Only) as Earnest Money Deposit.

3. M/s. _____, (hereinafter called as Vendor), 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 of Rs. 25,00,000/- (Rupees Twenty Five Lac Only).

4. NOW THIS GUARANTEE WITNESSETH THAT

We _____ (Bank) do hereby agree with and undertake to the State Bank of India, their Successors, assigns that in the event of the SBI 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 SBI, pay without demur to the SBI, a sum of Rs. 25,00,000/- (Rupees Twenty Five Lac Only) or any lower amount that may be demanded by State Bank of India. 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.25,00,000/- (Rupees Twenty Five Lac Only)

5. We also agree to undertake to and confirm that the sum not exceeding Rs. 25,00,000/- (Rupees Twenty Five Lac Only) as aforesaid shall be paid by us without any demur or



protest, merely on demand from the SBI 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 SBI 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 SBI within a period of one week from the date of receipt of the notice as aforesaid. We confirm that our obligation to the SBI under this guarantee shall be independent of the agreement or agreements or other understandings between the SBI and the Vendor. This guarantee shall not be revoked by us without prior consent in writing of the SBI.

6. We hereby further agree that –

a) Any forbearance or commission on the part of the SBI 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 SBI 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. 25,00,000/- (Rupees Twenty Five Lac Only)

b) Our liability under these presents shall not exceed the sum of Rs. 25,00,000/- (Rupees Twenty Five Lac 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 upto 90 days provided that if so desired by the SBI, 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 upto 90 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the SBI alone is the conclusive proof, whichever date is later.

f) Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the SBI 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



SELECTION OF VENDORS FOR IMPLEMENTATION OF OUTSOURCING
MODEL OF STATIONERY MANAGEMENT IN ALL CIRCLES

(NB: This document will require Stamp Duty as applicable in the State, where it is executed and shall be signed by the official whose signature and authority shall be verified).

Annexure - J

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

To,
Deputy General Manager,
State Bank of India,
CPC Redesign & Other Projects, Voltas House
Ballard Estate, Fort,
Mumbai 400001
(Hereinafter referred to as "SBI / you")

Whereas consequent to your Request For Proposal (RFP) **SBI/CPCR&OP/RFP/2019-20 / 01** dated **17.07.2019** you have issued a 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 SBI in favour of you.

Accordingly THIS PERFORMANCE BANK GUARANTEE AGREEMENT executed atthis.....day of 2019 by (name of the Bank)..... having its Registered Office atand 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** State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai 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 The State Bank of India, having its Corporate Office at State Bank Bhavan, Madam Cama Road, Mumbai - 400 021 (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.2,50,00,000/- (Rupees Two Crore Fifty Lac only) as a Performance Bank Guarantee.

2. M/s. _____, our constituent, has requested us to us to furnish guarantee to the 'Bank' in respect of the said sum of Rs.2,50,00,000/- (Rupees Two Crore Fifty Lac only).

NOW THIS GUARANTEE WITNESSETH AS FOLLOWS WITHOUT ANY DEMUR

1. We _____ (bank), the Guarantors, do hereby irrevocably & unconditionally agree and undertake to the State Bank of India, their Successors, Assigns that in the event of the State Bank of India 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 State Bank of India, pay without demur to the State Bank of India, a sum of Rs.2,50,00,000/- (Rupees Two Crore Fifty Lac only) or any lower amount that may be demanded by the State Bank of India. 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.2,50,00,000/- (Rupees Two Crore Fifty Lac only).

2. We also agree to undertake to and confirm that the sum not exceeding Rs.2,50,00,000/- (Rupees Two Crore Fifty Lac only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the State Bank of India 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 State Bank of India 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 State Bank of India within a period of one week from the date of receipt of the notice as aforesaid.

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

We hereby further agree that-

(a) Any forbearance or omission on the part of the State Bank of India 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 India 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.2,50,00,000/- (Rupees Two Crore Fifty Lac only)

(b) Our liability under these presents shall not exceed the sum of Rs.2,50,00,000/- (Rupees Two Crore Fifty Lac 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 upto (36 months from date of finalization of Contract) provided that if so desired by the State Bank of India, 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 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 State Bank of India 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 State Bank of India against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

(f) The liability of the Guarantor under this Performance Bank Guarantee shall not be affected by –

- (i) Insolvency or winding up of the Bidder or absorption, merger, acquisition or amalgamation of the Bidder with any other Company, Corporation or concern; or
- (ii) 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
- (iii) 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
- (iv) any change in the constitution/structure or management of the Bank or any dispute between the Bidder and the Bank.

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

(a) Our liability under this Bank Guarantee shall not exceed Rs.2,50,00,000/- (Rupees Two Crore Fifty Lac only)

(b) This Bank Guarantee shall be valid upto (36 months from date of finalization of Contract)

(c) 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 (date which is 3 months after date mentioned at (b) above.

Yours faithfully,

For and on behalf of Bank _____

Authorised official



Annexure- K

NON-DISCLOSURE AGREEMENT

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made at Mumbai between:

_____ constituted under the _____ Act, _____ having its Corporate Centre at _____ and having one of its office at _____ (hereinafter referred to as "Bank" which expression includes its successors and assigns) of the ONE PART;

And

_____ (hereinafter referred to as "_____") which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And Whereas

1. _____ is carrying on business of providing
2. _____
3. _____, has agreed to _____ for the Bank and other related tasks.

2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER

1. **Confidential Information and Confidential Materials :**

(a) "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement

(b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.

(c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

2. Restrictions

(a) Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's own employees and other persons and then only to those employees and persons who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement. If the Contractor shall appoint any Sub-Contractor then the Contractor may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Customer an undertaking in similar terms to the provisions of this clause.

(b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

(1) the statutory auditors of the Receiving Party and

(2) regulatory authorities regulating the affairs of the Receiving party and inspectors and supervisory bodies thereof

(c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement

(d) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.



(e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

3. **Rights and Remedies**

(a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

(b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

(c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

- a. Suspension of access privileges
- b. Change of personnel assigned to the job
- c. Financial liability for actual, consequential or incidental damages
- d. Termination of contract

(d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4. **Miscellaneous**

(a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.

(b) Any software and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.

(c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

(d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

(e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

(f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.

(g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

(h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(i) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

5. Suggestions and Feedback

(a) Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback



**SELECTION OF VENDORS FOR IMPLEMENTATION OF OUTSOURCING
MODEL OF STATIONERY MANAGEMENT IN ALL CIRCLES**

shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this _____ day of _____ 2019 at _____
(month) (place)

For and on behalf of _____

Name		
Designation		
Place		
Signature		

For and on behalf of _____

Name		
Designation		
Place		
Signature		

ANNEXURE- K-1

AFFIDAVIT ON A NON JUDICIAL STAMP PAPER DULY NOTARIZED

(To be stamped as per Stamp Act prevailing at the centre 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.
7. That we shall not be sub-contracting any work under the present tender, if we are selected as the successful bidder.

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

DEPONENT

(Signature & Seal of Notary)



Annexure- L

Specifications of All Stationery Items with approximate consumption details as per excel sheet attached in e-mail.

Annexure- M

List of Stationery Items with approx. consumption details as per excel sheet attached in e-mail for quoting rates per unit and total cost before and after reverse auction.

Annexure- N

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 the month of _____ 201 , between, on the one hand, the State Bank of India a body corporate incorporated under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai through its -----Department / Office at -----,-----, (hereinafter called the "BANK", which expression shall mean and include, unless the context otherwise requires, its successors) 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, its / his successors and permitted assigns of the Second Part.

WHEREAS the BANK proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores 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 BANK is an Office / Department of State Bank of India performing its functions on behalf of State Bank 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 BANK to obtain the desired service / product 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 BANK 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:

1. Commitments of the BANK

1.1 The BANK undertakes that no official of the BANK, 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 BANK 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 BANK will report to the appropriate authority 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 BANK with full and verifiable facts and the same is prima facie found to be correct by the BANK, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BANK 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 BANK the proceedings under the contract would not be stalled.

2. Commitments of BIDDERS

- 2.1 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:
 - 2.1.1 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 BANK, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 2.1.2 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 BANK 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 State Bank of India for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with State Bank of India.

- 2.1.3 Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERS shall disclose their foreign principals or associates, if any.
- 2.1.4. The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this Bid/contract.
- 2.1.5 The BIDDER further confirms and declares to the BANK that the BIDDER is the original vendors or service providers in respect of product / service covered in the Bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BANK 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.
- 2.1.6 The BIDDER, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case before opening the financial Bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BANK 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.
- 2.1.7 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.
- 2.1.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.1.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BANK 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.
- 2.1.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.1.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.1.12 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 BANK, or alternatively, if any relative of an officer of the BANK has financial Interest/stake in the

BIDDER's firm, the same shall be disclosed 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.

- 2.1.13 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 BANK.

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 / Public Sector Banks in India or any Government Department in India or RBI 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 (specified in RFP) as Earnest Money/Security Deposit, with the BANK through any of the mode mentioned in the RFP / Bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of State Bank of India from a nationalized Bank including SBI. However payment of any such amount by way of Bank Guarantee, if so permitted as per Bid documents / RFP should be from any nationalized Bank other than SBI and promising payment of the guaranteed sum to the BANK on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BANK shall be treated as conclusive proof for making such payment to the BANK.
- 4.2 Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BANK, 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 BANK 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 BANK to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

5. Sanctions for Violations:

- 5.1 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 BANK to take all or any one of the following actions, wherever required:
- (i) To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BANK desires to drop the entire process.
 - (ii) 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 BANK and the BANK shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BANK, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, 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 BANK in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BANK, along with interest.
 - (vi) 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 BANK resulting from such cancellation/rescission and the BANK shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the BANK or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BANK.
 - (viii) 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.
 - (ix) Forfeiture of Performance Bond in case of a decision by the BANK to forfeit the same without

assigning any reason for imposing sanction for violation of this Pact.

- (x) Intimate to the CVC, IBA, RBI, as the BANK deemed fit the details of such events for appropriate action by such authorities.

5.2 The BANK 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 BANK 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 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 or any other Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or a Bank at a lower price, 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 BANK, if the contract has already been concluded.

7. Independent Monitors

7.1 The BANK has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors is as under :).

NAME	SHRI JOHNY JOSEPH	SHRI K. CHANDRAHAS
CADRE	IAS (Retd.)	IRS (Retd)
ADDRESS	701/702, Callalily-Y, Nagar Amrit Shakti, Chandivali, Andheri (East), Mumbai - 400072	G-1, Reliance Homes, 8-2-547/R, Road No. 7, Banjara Hills, Hyderabad - 500034
e-mail ID	johnyoseph49@gmail.com	kchandrahas@yahoo.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 subjected 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. Parties signing this Pact shall not approach the Courts while representing the matters to Independent External Monitors (IEMs) and he/she will await their decision in the matter.
- 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 BANK.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BANK 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 BANK 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 BANK/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BANK / 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 BANK 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 the seat of the BANK.

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

11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BANK 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, with the successful Bidder by the BANK i.e. Mumbai.

11.2 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 _____

For BANK

For BIDDER

Name of the Officer.

Chief Executive Officer

Designation

Office / Department / Branch

State Bank of India.

Witness

Witness

1

1.

2

2.



**SELECTION OF VENDORS FOR IMPLEMENTATION OF OUTSOURCING
MODEL OF STATIONERY MANAGEMENT IN ALL CIRCLES**

Annexure-O

FORMAT FOR SEEKING QUERIES ON RFP
(To be provided strictly in Excel Format)

Name of Vendor	Sl. No.	RFP Page No.	RFP Clause No.	Text of the existing Clause	Queries /Suggest ions

Signature

Seal of Company