



IDBI BANK LIMITED

Regd .Office : IDBI Tower, WTC Complex, Cuffe Parade, Mumbai - 400 005
CIN No: L65190MH2004GOI148838

Tender Notice

NIT No.01/Admin& IMD/Stationery/ 2022-23

Supply of Stationery items

IDBI Bank Ltd. invites sealed Tenders from well-established and reputed stationers/paper suppliers/computer stationers to supply Stationery items (i.e. Paper items, Pre-printed Stationery & Computer Consumables (Non-H.P. Products) at its Corporate Office, Mumbai.

**Last date for submission of Tender is October 19, 2022 upto 15:00 hrs.
For details, please visit the Bank's website www.idbibank.in**

Note: Any further Addenda / Corrigenda / Extension of dates / Clarifications / Responses to bidders' queries in respect of the above tender shall only be posted on Bank's website www.idbibank.in and no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit Bank's website to keep themselves updated in this connection.

September 27, 2022

sd/-
General Manager(Administration)

DISCLAIMER

The information contained in this Tender document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of IDBI Bank Limited (“**IDBI Bank**” / “**the Bank**”), is provided to the Bidder (s) on the terms and conditions set out in this Tender document.

This Tender document is not an agreement and is neither an offer. The purpose of this document is to provide applicants who are qualified to submit the Bids (“**Bidders**”) with information to assist them in formulation of their proposals (“**Bids**”). This Tender document does not claim to contain all the information each Bidder may require. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this document. The Bank makes no representation or warranty, express or implied, and shall incur no liability whatsoever under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document. The Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender document.

The information contained in the document is selective and is subject to update, expansion, revision and amendment. IDBI Bank does not undertake to provide any Bidder with access to any additional information or to update the information in this document or to correct any inaccuracies therein, which may become apparent. IDBI Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this document and/or the bidding process, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Bidders. Any information contained in this document will be superseded by any later written information on the same subject made available/accessible to all recipients by IDBI Bank.

IDBI Bank also does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender document. IDBI Bank reserves the right to reject any or all the responses to the Tender documents / Bids received in response to this Tender document at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of IDBI Bank shall be final, conclusive and binding on all the parties directly or indirectly connected with the bidding process.

It may be noted that notice regarding corrigenda, addendums, amendments, time-extensions, clarifications, response to Bidder’s queries etc., if any to the Tender document, will not be published through any advertisement in newspapers or any other media. Prospective Bidders shall regularly visit the Bank’s website for any changes / development in relation to this Tender document.

NIT No.01/Admin& IMD/Stationery/2022-23

Procedure for submitting Tender

The Tender shall be submitted in two parts viz. Part-I (Technical bid) and Part- II (Financial bid) in two separate covers which are to be sealed and put in a master envelop super-scribing with the words "**Tender for supplying Stationery items (i.e. Paper items, Pre-printed Stationery & Computer Consumables (Non- H.P. Products) at Corporate Office i.e. IDBI Bank Limited, IDBI Tower, WTC Complex, Cuffe Parade, Mumbai 400 005**". The Bidders submitting more than one Tender shall be disqualified *ab initio*. The Bidders shall ensure that they meet the Pre-qualification Criteria as stipulated in **Annexure – II**.

Cover – I

This Cover forming Part-I of the Tender should be super-scribed with the words "**Tender for supplying Stationery items (i.e. Paper items, Pre-printed Stationery & Computer Consumables (Non-H.P. Products) at Corporate Office i.e. IDBI Bank Limited, IDBI Tower, WTC Complex, Cuffe Parade, Mumbai 400 005 –Technical Bid**", containing following information / documents, duly addressed to the General Manager (Administration), IDBI Bank Ltd., Mumbai and be dropped in the Tender Box placed on 14th floor of IDBI Tower, WTC Complex, Cuffe Parade, Mumbai 400 005 on or before **October 19, 2022 up to 15.00 hrs.** Tenders received after the cut-off time will not be considered even if the EMD amount has been remitted by the Bidder in advance. Under no circumstances Tender should be sent by Courier/ by Post or to be handed over to any official of the Bank. IDBI Bank will not be responsible for any Tender received through courier / by post or hand delivery. Pre-bid meeting will be held at **3.30 p.m. on October 7, 2022 in IDBI Tower, 14th floor, WTC Complex, Cuffe Parade, Mumbai 400 005.**

Any discrepancies, omission, ambiguities in the Tender format may be brought to the notice of Bank's officials during Pre-Bid meeting to get necessary clarifications in the matter. The Bank shall not be responsible if any discrepancies, omission, ambiguities in the Tender format or any doubts are brought to the notice of the Bank after pre-bid meeting. Only written queries received before **October 6, 2022 upto 3.30 p.m.** will be answered during the pre-bid meeting. Queries may be sent to the e-mail id kc.wadhvani@idbi.co.in / gawale.mahesh@idbi.co.in.

Documents/Information to be submitted:

- a) Bidder/Partnership/LLP Firm/ Company profile giving details as per **Schedule A**.
- b) Self-attested copy of Deed of Partnership, if the Bidder is a Partnership concern. In case of LLP, self-attested copy of LLP Agreement and in case of Company, duly signed and stamped copy of Certificate of incorporation along with Article of Association.

- c) Self-attested copies of PAN Card, GSTN Certificate and updated Certificate issued in the name of the Bidder under Shops and Establishments Act.
- d) Experience Certificate of at least 5 (five) years in the said business for the period ending August 31, 2022.
- e) List of Organization/Company/Offices where the Bidder is currently supplying stationery items with information regarding name of the Organization/Company/Offices, full address, Telephone No., Details of contact person, copy of Purchase order (along with order dates and value) or consolidated statement of invoices (along with details of quantum of stationery provided) for last two years attested by the purchaser.
- f) Letter/Certificate from purchaser/s for whom Bidder have supplied stationery items worth ;
- **Rs.80 lakh** to minimum three clients
OR
 - **Rs.100 lakh** worth items to two clients OR
OR
 - **Rs.160 lakh** items to one client
- per year during the past three years ending **August 31, 2022.**
- g) Copy of Audited Balance Sheet for the last 4 FYs i.e. 2018-19, 2019-20, 2020-21 & 2021-22 to be furnished. Unaudited Balance Sheet for FY 2021-22 may be furnished if the Audited Balance Sheet is not available.
- h) The Earnest Money Deposit (EMD) amounting to Rs.2,00,000/- (Rupees Two lakh only) must be deposited by each Bidder. The EMD may be credited through electronic mode (NEFT) to IDBI Bank's Current Account No.0126102000001663, IFSC code – IBKL0000126 at its branch situated at IDBI Tower, WTC Complex Cuffe Parade, Mumbai 400005. The receipt so obtained may be submitted along with Technical Bid – it may be noted that the EMD shall not carry any interest and that EMDs of the unsuccessful Bidders would be refunded within 15 working days after completion of selection process. The EMD of the Successful Bidder would be converted into Security Deposit and shall not carry any interest and would be refunded after 3 month from satisfactory completion of the job or such extended period as may be decided by IDBI Bank at its own discretion. **Tenders not accompanied with EMD's receipt and those received after due date as specified above will not be considered.**

- i) Micro & Small Enterprises registered with National Small Industrial Corporation (NSIC) or equivalent and having single point registration are exempt for payment of EMD to the extent of monetary limit stated in the registration certificate. In case the bid value exceeds the monetary limit, the Successful Bidder will submit EMD of difference amount. The Tenderer should submit the valid certified copy of NSIC or equivalent registration certificate/renewal certification. **Photocopy of application towards registration/renewal is not acceptable.** The Successful MSME Bidder, who has not submitted EMD will have to deposit an amount of Rs.2,00,000/- (Rupees Two lakh only) before award of the contract, which will be kept as interest free security deposit during the currency of the contract.
- j) Declaration on letterhead of the Bidder(s) that its contract in the past was not terminated during the contract period due to unsatisfactory performance, nor it refused to continue the services for the Bank after the contract was awarded by the Bank in the past. **–(Annexure-VI)**
- k) The Bidder should not have been put in negative list by any public sector bank/Govt. organization, for breach of applicable laws or violation of regulatory prescriptions or breach of Agreement (a declaration to this effect on the letterhead of the Bidder shall be given). **(Annexure-VI)**
- l) Declaration on letterhead of the Bidder(s) that it has never been involved in any illegal activity or financial frauds. **(Annexure-VI)**
- m) Application for Tender duly signed by the authorized person(s) of the Bidder **(Annexure- I)**
- n) The Bidders must enclose the copy of Terms & Conditions **–Annexure-IV** duly signed by the authorized person(s).
- o) Alongwith Terms & Conditions of the tender, an Integrity Pact duly signed & stamped by the authorized person(s) has to be submitted by all the bidders (successful bidders to execute on stamp paper of Rs.500/-) **(Annexure VII).**

Notes :-

- 1) It may be noted that Tenders not accompanied by any one of the above documents or satisfactory explanation thereof will be liable for rejection forthwith without assigning any reasons.
- 2) Documents mentioned above are to be submitted in the same serial order as mentioned above.

- 3) All concerned may note that only Technical Bid (Part-I) will be opened **on October 19, 2022** at **03:30 PM on** the last date of receipt of the Tenders i.e. **October 19, 2022** for pre-qualification of the Bidders. The Pre-Qualification Criteria are mentioned in **Annexure II**.

Cover-II

This Cover forming Part II of the Tender shall be super-scribed with the words "**Tender for supplying Stationery items (i.e. Paper items, Pre-printed Stationery & Computer Consumables (Non- H.P. Products) at Corporate Office i.e. IDBI Bank Limited, IDBI Tower, WTC Complex, Cuffe Parade, Mumbai 400 005 – Financial Bid**". The Financial bid covers of technically qualified Bidders only will be opened and are subject to the following conditions:

The Bidder shall satisfy Pre-Qualification Criteria (**Annexure-II**) to qualify in the Technical Bid round.

1. The Financial Bids of those Bidders who satisfy the Pre- Qualification Criteria will only be opened.
2. Rates and amounts for items are to be indicated by the Bidders in the format as given in **Annexure III**
3. **It is mandatory for the Bidders to quote rate against each item. No item needs to be kept blank. Incomplete/ conditional bid will be treated as disqualification.**
4. **No modification in the Name and description of items, Unit and Estimated quantity as stated in the format as given in Annexure III will be permitted.**
 - a) The Bank does not bind itself to accept the lowest or any Tender and reserves the right to reject any Tender without assigning any reason whatsoever. Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidders.

Schedule A
Bidder's Profile

Sr.No.	Description	Details
1.	Name of the Bidder	
2.	Constitution of the Bidder	<ul style="list-style-type: none">○ Public Limited Company○ Private Limited Company○ Partnership Firm○ Propriety Concern○ Co-Operative Society○ LLP
3.	Directors / Partners / Proprietor	Name : Address : Tel/ e-mail :
4.	Date of Establishment	
5.	Correspondence Address Registered Address	
6.	Contact Person/s Telephone E-mail	
7.	Permanent Account No. &	

	GSTN (Enclose a copy of the PAN Card & GSTN)	
8.	Whether your agency is empaneled with any Bank/RBI/Govt. Organization: If so, please give details, such as Address of such Banks, Organization Contact person with Telephone Nos.	YES <input type="checkbox"/> NO <input type="checkbox"/>
9.	Annual Turnover for the last 4 financial years. (Enclose audited copies of Annual Balance Sheet and Profit & Loss Account for the last four financial years)	Years Turnover (Rs. Crores)
10.	Current work if any being done for large organizations/ Banks	

Signature:

Name of the Authorized Person :

Designation :

Company Seal

Annexure – I

(To be submitted on letterhead of the Bidders along with Technical Bid)

The General Manager,
Administration Department,
IDBI Bank Ltd,
IDBI Tower, WTC Complex,
Cuffe Parade, Mumbai – 400 005

Dear Sir,

Tender for supplying Stationery items, (i.e. Paper items, Pre-printed Stationery & Computer Consumables (Non-H.P. Product) at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai 400 005.

1. I/we undertake to offer my/our services in conformity with your requirements and the terms and conditions set in the Tender document.
2. I/We agree to abide by the terms & conditions of the Tender and that the Bids would remain valid for at least 90 days from the last date of submission of the Tender.
3. I/We note that you are not bound to accept any or all Tenders you may receive.

Dated day of _____ 2022.

.....
(Signature of the authorized person of the Bidders)

.....
(Name and address of the Bidders)

.....
(Seal of the Bidders)

Duly authorized to sign the bid for and on behalf of (Company/Bidder)

Annexure- II
Pre-Qualification Criteria

1. The Bidder should have experience of at least **five years** in the said business for the period ending August 31, 2022. (Documentary evidence to be submitted)
2. The Bidder shall be a profitable concern and shall have average annual turnover of at least Rs.80 lakh during each of the last 4 years (Audited Balance Sheet for the last 4 FYs i.e. 2018-19, 2019-20, 2020-21 and 2021-22 to be furnished. Unaudited Balance Sheet for FY 2021-22 may be furnished if the Audited Balance Sheet is not available.
3. Letter/Certificate from purchaser/s for whom Bidder have supplied stationery items worth ;
 - **Rs.80 lakh** to minimum three clients
OR
 - **Rs.100 lakh** worth items to two clients OR
OR
 - **Rs.160 lakh** items to one clientper year during the past three years ending **August 31, 2022**. (Documentary evidences/certificate from the purchaser in support thereof to be submitted).
4. The Bidder's supply office/ stationery store should be within the vicinity of 15 km from IDBI Tower, WTC Complex, Cuffe Parade, Mumbai 400 005. (Documentary evidence to be submitted).
5. The Earnest Money Deposit (EMD) amounting to Rs.2,00,000/- (Rupees Two lakh only) must be deposited by each Bidder. The EMD may be credited through electronic mode (NEFT) to IDBI Bank's Current Account No.0126102000001663, IFSC code – IBKL0000126 at its branch situated at IDBI Tower, WTC Complex Cuffe Parade, Mumbai 400005. The receipt so obtained may be submitted along with Technical Bid – it may be noted that the EMD shall not carry any interest and that EMDs of the unsuccessful Bidders would be refunded within 15 working days after completion of selection process. The EMD of the Successful Bidder would be converted into Security Deposit and shall not carry any interest and would be refunded after 3 month from satisfactory completion of the job or such extended period as may be decided by IDBI Bank at its own discretion. Tenders not accompanied with EMD's receipt and those received after due date as specified above will not be considered.

6. Track record of the Bidder and his personnel should be clean and it should not have any involvement in illegal activities or financial frauds. Tenders must be accompanied with declaration to this effect on the letterhead of the Bidder.
7. The Bidder, whose contract in the past three years ending August 31, 2022 was terminated during the contract period due to unsatisfactory performance, shall not be eligible for applying and considered for awarding the contract. The Bidder who has been awarded the contract earlier but refused to continue the contract/refused to sign the agreement as given by the Bank will also be not eligible for this service contract.
8. Declaration on letterhead of the Bidder(s) that its contract in the past was not terminated during the contract period due to unsatisfactory performance, nor it refused to continue the services for the Bank after the contract was awarded by the Bank in the past.
9. The Bidder should not have been put in negative list by any public sector bank / Govt. organization, for breach of applicable Laws or violation of regulatory prescriptions or breach of agreement (a declaration to this effect on the letterhead of the Bidder shall be given).
10. Declaration on letterhead of the Bidder(s) that Bidder/personnel has never been involved in any illegal activity or financial frauds;

Notes :- Tenders not accompanied by such documentary evidences (as per Pre-Qualification Criteria) will not be considered and be rejected forthwith.

Annexure- III

Financial Bid

(To be enclosed in a separate cover)

It is mandatory for the Bidders to quote rates for each items for the unit indicated in the below list. No item needs to be kept blank. Incomplete/conditional bid will be treated as disqualification. The rates will include all insurance, transportation etc., however applicable GST will be paid extra at actual. Any deviation in furnishing the quoted cost would be liable to be rejected by the Bank and the Bank's decision in this regard shall be final and binding on the Bidder.

(A) General stationery items

Sr.No	Name of the items & description	UNIT	RATE (Rs)
1	Box File (Kangaroo clip)	Per Piece	
2	Brown Plastic Tape 2" (Wonder 555) 65 mtrs.	Per Piece	
3	Cello Plastic Tape 2" (Wonder 555) 65 mtrs.	Per Piece	
4	Cello Plastic Tape 1"	Per Piece	
5	Correction Pen (White Fluid-Kores)	Per Piece	
6	Eraser (Pencil) Natraj	Per Piece	
7	Foot Ruler (Plastic) (Camlin)	Per Piece	
8	Glue Stick (Fevi Stik 8 gms, Pidilite)	Per Piece	
9	Fevi quick	Per Piece	
10	Highlighter (Luxor)	Per Piece	
11	Marker Pen (Camlin) (Permanent)	Per Piece	
12	OHP Marker Pen set (Luxur)(Transparancies writing pens)	Per Piece	
13	Ordinary (Scroll Book) Register-200 pages (Sunny Deluxe) (3 quire)	Per Piece	
14	Pilot Hi-Tech Pen (V 5) Luxor (Red, blue, black, green)	Per Piece	
15	Pilot Pen V5Cartridge System	Per Piece	
16	Reynolds Trimax Pen	Per Piece	
17	Pentel Energel Pen	Per Piece	
18	Post it pad (3" x 3") 3 M Brand	Per Piece	
19	Post it pad (3" x 2") 3 M Brand	Per Piece	
20	Post it pad 3 color	Per Piece	

21	Plastic (PVC clear) folders –F/C size (12 guage) (Size F/C printing of IDBI Logo)	Per Piece	
22	Plastic (PVC clear) folders -1/4 size(12 guage) (Printng of IDBI Logo)	Per Piece	
23	Punch Plastic Folders(A/4) with logo & name	Per Piece	
24	Punch Plastic Folders (A4-Size)	Per Piece	
25	TPin Box)-nickel (Mx Pins 400 GMs Box)	Per Box	
26	Punching machine-Small (Kangaroo-DP 280)	Per Piece	
27	Punching machine-(Kangaroo-DP800)	Per Piece	
28	Punching machine-(Kangaroo-2320)	Per Piece	
29	Cello Pen (Blue/Black) (040 N Bold)	Per Piece	
30	Cello liquid ball Pen	Per Piece	
31	Water Sponge Bowls (Omega)	Per Piece	
32	Stamps Pad Ink-Violet (Camlin) (60 ml)	Per Piece	
33	Stamps Pad No. 2 (Small) (Camlin)	Per Piece	
34	Stapler Pin No. 24/6 (kangaroo) Small pkt.	Per Piece	
35	Stapler Pin No. 10 (Kangaroo) Small pkt.	Per Packet	
36	Stapler Pin no. 23/17 (Kangaroo)	Per Packet	
37	Stapler Pin no.23/10 (Kangaroo)	Per Packet	
38	Stapler Pin no. 23/8 (Kangaroo)	Per Packet	
39	Stapler Pin no. 23/15 (Kangaroo)	Per Packet	
40	Stapler Machine No. 10 (Kangaroo HD 10 D)	Per Piece	
41	Stapler machine (Kangaroo 12S17)	Per Piece	
42	Stapler machine (Kangaroo 24/23)	Per Piece	
43	Stapler machine (Kangaroo 23/13)	Per Piece	
44	Stapler machine HP 45 Steel body	Per Piece	
45	Sharpner for pencil (Natraj)	Per Piece	
46	Scissors 8" (Crystal)	Per Piece	
47	Twine thick Jute (Sutli)	Per Piece	
48	Tray (Plastic) Omega size-large	Per Piece	
49	Urgent-Stickers (Two colour Printing) strips (each strip contains 60 stickers)	Per Strip	
50	Waste Paper Basket Medium (Pravin)	Per Piece	
51	Plastic files (blue colour) (as per our sample) with printing (IDBI Logo) 1/4	Per Piece	

52	Plastic files (blue transparent) (as per our sample) with printing (IDBI logo) 1/4	Per Piece	
53	Plastic ring file – Neo Small-343	Per Piece	
54	Plastic ring file – Neo Big-375	Per Piece	
55	White board Marker (Luxer 400)	Per Piece	
56	Visiting Card Album (100 cards)	Per Piece	
57	Visiting Card Album (500 cards)	Per Piece	
58	Coasters	Per Piece	
59	Water Jug Vacuum Flask (Cello Nexus)	Per Piece	
60	Water Glass	Per Piece	
61	Trey 42 x 27 size	Per Piece	
62	Wall Clock (Ajanta)- 957	Per Piece	
63	Calculators CASIO / Citizen (12Digits)	Per Piece	
64	Pencil (Natraj) - HB	Per Box	
65	Steadtler Pencil Yellow BK	Per Box	
66	Binder Clips (25mm)	Per Box	
67	Binder Clips (41mm)	Per Box	
68	Binder Clips (32mm)	Per Box	
69	U Pins big (35mm)	Per Box	
70	U Pins Plastic coated 35 mm	Per Box	
71	Rubber Band box small	Per box	
72	Rubber Band nylon 1 kg	Per Kg	
73	Pencil Cell (EVEREADY AA)	Per Piece	
74	Pencil Cell (Dura cell AA)	Per Piece	
75	Pencil Cell (Dura cell AAA)	Per Piece	
76	Parker pen Roller Golden	Per Piece	
77	Conference folder Meeting 14*10 (Bag)	Per Piece	
78	Spiral book no.9 (Ajanta)	Per Piece	
79	Uni correction pen	Per Piece	
80	Uni ball eye pen	Per Piece	
81	Godrej Lock 7 liver	Per Piece	
82	White board marker duster (Magnetic)	Per Piece	
83	White board (Magnetic deluxe) 3*3	Per Piece	

84	White board (Magnetic deluxe) 3*4	Per Piece	
85	White board (Magnetic deluxe) 3*5	Per Piece	
86	Hand wash (Dettol, 215 ml)	Per Piece	
87	Duster Yellow (cloth) Big size	Per Piece	
88	Glass Duster Big (cloth) Big size	Per Piece	
89	Brush Hard (Century)	Per Piece	
90	AIR Freshner (Orchids by Health, 125 gm)	Per Piece	
91	Naphthalene Balls (Pure+, 250 gm)	Per Packet	
92	MX Spike Guard	Per Piece	
93	Omega Cello Tape Dispenser	Per Piece	
94	Plastic Index Set 1 to 10	Per Piece	
95	Plastic Index Set 1 to 15	Per Piece	
96	Plastic Index Set 1 to 20	Per Piece	
97	Plastic Index Set 1 to 25	Per Piece	
98	Plastic Index Set 1 to 30	Per Piece	
	TOTAL-A		

(B) Paper Items

99	TNPL / JK / ITC Copier Paper 80 GSM, A 4 size - Paper	500 sheets per packet	
100	BILT A4 size Ledger Paper [Thick blue], 80 GSM - Paper	500 sheets per packet	
101	BILT F/C size Ledger Paper [Thick blue],80 GSM - Paper	500 sheets per packet	
102	BILT A4 [Thin blue] 80 GSM - Paper	500 sheets per packet	
103	BILT F/C size Ledger Paper [Thin blue],80 GSM - Paper	500 sheets per packet	
104	Barga make 100 GSM, A4 size - Paper	500 sheets per packet	
	TOTAL-B		

(C) Pre-printed Stationery

104	Envelope Brown 11" x 5" [80gsm] with printing	Per Piece	
105	Envelope Brown 11" x 5" [80gsm] [PVC Window] with printing	Per Piece	
106	Envelopes Brown 9"x4" [80gsm] with printing	Per Piece	
107	Envelope Brown 16"x12" [80gsm] with printing	Per Piece	
108	Envelope Brown 12"x9" [80gsm] with printing	Per Piece	
109	Envelope White 9"x4" [80gsm] [4 colour printing]	Per Piece	
110	Envelope White 9"x4" [80gsm] [4 colour printing] [PVC Window]	Per Piece	
111	Envelope Brown 16"x12" [80gsm] [cloth bound] with printing	Per Piece	
112	Envelope Brown 12"x9" (80gsm) [cloth bound] with printing	Per Piece	
113	Envelope White 16"x12" [80gsm] [cloth bound] with printing in 2 colour (box type)	Per Piece	
114	Envelope White 16"x12" [80gsm] [cloth bound] with printing in 4 colour [box file]	Per Piece	
115	Letterhead – A/4 size 100 GSM – Executive bond paper with IDBI Logo (4 colour)	Packet of 500 sheets	
116	Letterhead ordinary – A/4 size 80GSM – Super sunshine with IDBI Logo (4 colour)	Packet of 500 sheets	
117	Letterhead – A/4 size for MD/DMD/ED 100 GSM – Allabaster Paper IDBI Logo (4 colour)	Packet of 500 sheets	
118	Continuation sheet for letterhead – A/4 size for Chairman 100 GSM – Allabaster paper IDBI Logo (4 colour) & Name & Address	Packet of 100 sheets	
119	Letterhead – A/6 size for Chairman 100GSM – Allabaster Paper IDBI Logo (4 colour)	Packet of 100 sheets	
120	Inward Register – 3Qr	Per Piece	
121	Outward Register – 3Qr	Per Piece	
122	Meeting pad with printing	Per Piece	

123	Peon Delivery Book with printing	Per Piece	
124	Writing Pad (yellow) 22"*14" with printing (IDBI logo)	Per Piece	
125	File Spring with printing	Per Piece	
126	Muster Book with printing (IDBI Logo)	Per Piece	
127	Dhoti cloth cover (10*12) with printing (IDBI logo), as per sample	Per Piece	
128	Dhoti cloth cover (14*10) with printing (IDBI logo), as per sample	Per Piece	
129	Dhoti cloth cover (16*12) with printing (IDBI logo), as per sample	Per Piece	
130	Dhoti cloth cover (14*8*2) with printing (IDBI logo) box type, as per sample	Per Piece	
	TOTAL-C		

(D) Computer Consumables - Non H.P. Products

131	Canon LBP 3300 Toner (308)	Per Piece	
132	Epson 300+ Toner	Per Piece	
133	EPSON DLQ 3500 Toner	Per Piece	
134	EPSON ET 3700_L6160	Per Piece	
135	EPSON L5799	Per Piece	
136	EPSON L6710	Per Piece	
137	EPSON LX-300+	Per Piece	
138	EPSON PLQ-20	Per Piece	
197	LAXMARK MS-415DN	Per Piece	
198	LAXMARK MS810DN	Per Piece	
199	SAMSUNG M267	Per Piece	
200	SAMSUNG M2876ND	Per Piece	

201	SAMSUNG M3320ND	Per Piece	
202	SAMSUNG ML 2550	Per Piece	
203	SAMSUNG ML-4510ND	Per Piece	
204	SAMSUNG M3820ND	Per Piece	
205	Pen Drive 16 GB	Per Piece	
206	Pen Drive 32 GB	Per Piece	
207	Pritonix P 700 Security Ribbon	Per Piece	
208	Pritonix P 800 Security Ribbon	Per Piece	
209	EPSON ERC-38 Printer Ribbon	Per Piece	
	TOTAL-D		
	GRAND TOTAL (A+B+C+D)		

In words :(Rupees.....only)

Note:

- **The rate quoted should be inclusive of all type of costs.**
- **Only GST will be paid extra as applicable on actual.**

Signature:

Name of the Authorized Person :

Designation:

Company Seal:

Annexure- IV

Terms and conditions of the contract

1. The contract, if awarded, shall be initially for a period of 1 (one) year (including successful completion of trial period of 3 months). The tenure may thereafter be extended for a further period of two terms of 1 (one) year each with total maximum period of 3 (three) years on the same terms and conditions, with mutual consent, on satisfactory performance, as determined by the Bank, at its sole discretion. The contract shall come to an end by natural efflux of time without any further notice to be given by the Bank to the service provider, unless terminated earlier.
2. The Successful Bidder shall deliver the Stationery items as indicated and in the manner stated in **Annexure V. (Hereinafter referred to as “Scope of Work”)**. The Stationery items has been categorized in four types viz, General Stationery items, Paper items, Pre-printed stationery, Computer Consumables (Cartridges - Non H.P. Products).
3. The Bidders have to put their Bid for all items by quoting each and every items of the respective category.
4. In the event of the last date for the receipt of Bids is declared a public holiday for IDBI Bank, the Bids will be received up to the specified time on the succeeding working day.
5. IDBI Bank reserves the right to amend/ modify the Tender document or issuing any corrigendum to the Bid process. The Bidder shall not claim as a right for the Bank to do the aforesaid.
6. The Bidder shall bear all costs associated with the preparation and submission of its Bid and IDBI Bank shall, in no case, be held responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process including cancellation or abandonment of the Bidding process.
7. Conditional Tenders / incomplete Tenders will not be accepted and be summarily rejected.
8. Prospective Bidders may only submit the Bids if the Bids are valid for at least 90 days from the last day of submission of the Tender.
9. **The Bidder shall quote rates in the format as indicated in the Financial Bid (Annexure III) inclusive of all costs. Only GST will be paid extra as applicable on actual. Any rise in cost by the manufacturer or tax levied by the Government from time to time due to various reasons shall have to be borne by the vendor for the contract period. Any**

deviation in the quote other than as stated in the Financial Bid shall be rejected summarily.

10. Applicable taxes will be deducted at source at the time of settlement of bills unless the Successful Bidder produces the certificate to the contrary from the Income Tax authorities. TDS certificate will be issued.
11. **The Bidders will be ranked on the basis of total amount quoted for all the items put together. The lowest bid quoted by a Bidder will be the L1. In the unlikely event of a tie between / among the Bidders, the Bidder with higher average annual turnover in the last 3 years shall qualify as L1 (“Successful Bidder”). During the term of contract, in case the performance of Successful Bidder is not satisfactory then, at the sole discretion of Bank, the Financial Bids (technically qualified bidder) of L2 and L3 Bidder will be opened and whose bids match price quoted by L1 then that Bidder will be termed as L1.**
12. The written offer of contract issued to the Successful Bidder shall have to be accepted by the Bidder in writing within 7 (seven) days from the date of issue of the offer. Failure to accept the offer within this period will result in forfeiture of the EMD and cancellation of the award. The EMD amount shall be forfeited in the event of any evasion, refusal or delay on the part of the Bidders to accept the offer in case his Tender is accepted.
13. The Successful Bidder has to execute an Agreement as per the format given in **Annexure – VIII**.
14. No escalation in rates on any account shall be permitted during the contract period (including any extension).
15. No advance will be paid.
16. The Bidder shall strictly conform to the terms & conditions of the Tender.
17. The Successful Bidder shall not discontinue the services (as mentioned in Scope of Work) during the initial contract of 1 (one) year from the date of awarding of the contract. In the case of failure to provide the services for the minimum period of 1 (one) year, the Bank has the right to forfeit the EMD amount paid / deposited by the successful Bidder.
18. IDBI Bank reserves the right to terminate the contract at any time during the currency of the contract period by giving 30 days prior notice in writing without assigning any reason thereof. However, the Successful Bidder shall not terminate the Agreement during the initial contract period of 1 (one) year from the date of awarding of the contract and thereafter may terminate

- the contract by giving three months prior notice in writing, in case it decides to stop the services.
19. IDBI Bank reserves the right to reject any or all offers without assigning any reason. The Bank may decide not to avail of any services from any Bidder as a consequence of this Tender/ Advertisement. The Bank also reserves the right to re-issue/recommence the entire bid process without the vendors having the right to object. Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidders.
 20. The Earnest Money Deposit (EMD) amounting to Rs.2,00,000/-(Rupees Two lakh only) must be deposited by each Bidder. The EMD may be credited through electronic mode (NEFT) to IDBI Bank's Current Account No.0126102000001663, IFSC code – IBKL0000126 at its branch situated at IDBI Tower, WTC Complex Cuffe Parade, Mumbai 400005. The receipt so obtained may be submitted along with Technical Bid – it may be noted that the EMD shall not carry any interest and that EMDs of the unsuccessful Bidders would be refunded within 15 working days after completion of selection process. The EMD of the Successful Bidder would be converted into Security Deposit and shall not carry any interest and would be refunded after 3 month from satisfactory completion of the job or such extended period as may be decided by IDBI Bank at its own discretion. **Tenders not accompanied with EMD's receipt and those received after due date as specified above will not be considered.**
 21. Suitable penalty will be imposed by IDBI Bank at its sole discretion for slippage in delivery schedule or unsatisfactory quality of items supplied or supply of lesser quantity or any other grievances suffered by IDBI Bank. IDBI Bank may, without prejudice to any other method of recovery, deduct the amount of such damages from any moneys in its hands due or which may become due to the Bidder including EMD/Security Deposit. The payment or deduction of such damage shall not relieve the vendor from his obligation to supply the item(s) or from any other obligations and liabilities under the contract. Any decision in this regard by IDBI Bank shall be final, conclusive and binding on the Bidder.
 22. **The quantities indicated in Annexure- III are approximate 1 (one) year requirement. However, same is liable to vary based on actual requirement. Further, the Bank / User Departments (i.e. Verticals/Departments etc.) will place the order in small quantity mostly on daily basis and the Bidder is required to supply the material in quantity ordered by the Bank / User Department. In case of emergency the Bank reserves the right to order the required quantity during the course of the day and the Bidder shall supply the material within the stipulated period even if the quantity is very small.**

23. **Payment Terms:**

- The Successful Bidder shall supply stationary items strictly as per make/quality/quantity/brand mentioned under the Financial Bid and raise a Bill accordingly in favour of IDBI Bank Limited. The Bills will be settled on submitting invoice/s for the said items supplied directly to the respective User Department and their respective acknowledgment of receipt of the supplied items. Payment will be by electronic mode (NEFT/RTGS/ Transfer to account, if account is with IDBI) only. In case there is any defect in the material supplied, the Bidder shall replace the defective material within three days from the date of receipt of advice from IDBI Bank, failing which the cost of such defective item/s shall be deducted from any amount payable to the Bidder or from Security Deposit.
24. The cost and consequences, if any, would be borne by the Bidder for the delivery and acceptance of the item(s) mentioned.
 25. The rates quoted shall remain firm during the currency of contract period (including any extension).
 26. Each page of the Tender document shall be signed & stamped by a person / persons authorized by the Bidder / Bidder entity.
 27. While quoting the rates, if there is found arithmetical error in the total cost quoted (**column C in Annexure III**) for any item, the Bank will consider the rate quoted (per unit, **column A in Annexure III**) for arriving at correct total cost for that item.
 28. For the purpose of tendering, the Bidders are required to quote for all the items of the respective part of the Tender to enable the Bank to access their standings vis-à-vis quoted rates.
 29. The Bidders shall comply with all requirements of law for submitting this Tender and for performance of the contract.
 30. In case amicable settlement is not reached in the event of any dispute or difference arising out of the execution of the contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the successful Bidder/contractor in any manner touching upon the contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by the CGM (Admin & IMD) of the Bank. The award of the Arbitrator shall be binding upon the parties to the dispute. Subject as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration

proceedings under this clause. The venue of the arbitration shall be held at Mumbai and the language of the proceedings shall be in English. Subject to the above, the Courts at Mumbai alone shall have the jurisdiction to deal any disputes between the parties pertaining to the contract. The cost of arbitration shall be borne equally by both the parties. Work under the contract shall be continued during the arbitration proceedings. Failure to comply with any of the above conditions can result in termination of the Agreement, forfeiture of the EMD, penalty as may be decided by Bank and future blacklisting of the Successful Bidder.

31. The Agreement/contract shall be governed by and construed in accordance with the laws of India and the Courts in Mumbai shall have the exclusive jurisdiction to try any suit, proceedings in connection therewith / in that behalf.
32. The Bidder so qualified in technical bid, shall be empanelled with the bank for a period of 12 months from the date of opening the issue of Letter of Intent.
33. The supplier is required to provide the stationery supplies as per the specification mentioned in the contract list, in case of violations IDBI Bank has the right to not to settle the bill as penalty for the default.
34. **The Bidder shall open and maintain an account with any branch of IDBI Bank in Mumbai during the period of the contract.**

I/We have read the terms and conditions and are acceptable to me/us.

Signature of the authorized person :

Name of the signatory :

(In block capital letters)

Status of the signatory i.e. :

Proprietor/partner :

Date :

Address of the Bidder :

Telephone no/s :

Bidder's Seal :

Annexure V

SCOPE OF WORK

1. The Successful Bidder will have to supply stationery items strictly as per make/quality/quantity/brand etc. mentioned under the Financial Bid to User Department of the Bank (i.e. all Verticals/Departments) as per their respective order(s)/ requirement and in specified quantity.
2. IDBI Bank may request for staggered delivery. The items are to be delivered as per specific delivery instructions from time to time. The Bank will not reimburse any delivery / conveyance charges, loading / unloading charges over and above the rates quoted in Annexure-III under any circumstances whatsoever.
3. The rates quoted by the Bidders shall be self-supportive and shall have no bearing on the price and quantities of the other items to be ordered by the Bank. In case the delivery is not made within the stipulated period and quality of the items does not meet the Bank's standards, IDBI Bank shall have the right to cancel/reject entire/part order / delivery.
4. The Bank / User Departments will place the order in small quantity mostly on daily basis and the Bidder is required to supply the material in quantity ordered by the Bank / User Department. In case of emergency the Bank reserves the right to order the required quantity during the course of the day and the Bidder is required to supply the material within the stipulated period even if the quantity is very small.

ANNEXURE-VI

(Self-Declaration On letterhead of the Company/Firm)

TO WHOMSOEVER IT MAY CONCERN

We, M/s.....having its registered office at

.....

hereby certify & declare that;

- (i) Our contract in the past was not terminated during the contract period due to unsatisfactory performance, nor it refused to continue the services for the Bank after the contract was awarded by the Bank in the past.
- (ii) We have not been put in negative list by any public sector bank/Govt. organization, for breach of applicable laws or violation of regulatory prescriptions or breach of Agreement.
- (iii) We have never been involved in any illegal activity or financial frauds.

Date:

Yours faithfully,

Place:

(Signature of the authorized person
with office seal of their Company)

Annexure VII

PRE CONTRACT INTEGRITY PACT

(to be signed on stamp paper of Rs.500/- by successful bidders)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20____, between, IDBI Bank Ltd., a company within the meaning of Section 2(20) of the Companies Act, 2013 (18 of 2013) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949(10 of 1949), with Corporate Identity No. L65190MH2004GOI148838 and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai 400005 through its _____ Department/ Office at _____, _____, (hereinafter called the "PRINCIPAL", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part and M/s _____ represented by Smt./ Shri _____, Authorised Signatory / POA Holder / MD/CEO/ CMD (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 PRINCIPAL proposes to procure (_____) and BIDDER/ Seller is willing to offer/ has offered the same to the Principal.

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 PRINCIPAL is an Office/ Department of IDBI Bank Ltd performing its functions on behalf of IDBI Bank Ltd.

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 PRINCIPAL to obtain the desired service/ product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortions
- 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
The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the PRINCIPAL

1.1 The PRINCIPAL undertakes that no official of the PRINCIPAL, 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, organisation or third party (which is not available legally) 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 PRINCIPAL 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 PRINCIPAL 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.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL 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 PRINCIPAL the proceedings under the contract would not be stalled.

3. Commitments of the BIDDERS

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:

3.1 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 PRINCIPAL, 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.

3.2 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 (not available legally) to any official of the PRINCIPAL or otherwise in procuring the Contract or forbearing to do so having done any act in relation to the obtaining or execution of the contract or any other contract with IDBI Bank Ltd for showing or for bearing to show favour or disfavor to any person in relation to the contract or any other contract with IDBI Bank Ltd.

3.3 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.

3.4 The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original vendor or service provider in respect of product/ service covered in the bid documents and the BIDDER has not engaged with any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL 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.

3.5 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 PRINCIPAL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of the services agreed upon for such payments.

3.6 The BIDDER will not enter into any undisclosed agreement or collude with other parties interested in the contract/ other BIDDERS to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract or with respect to prices, specifications, certifications, subsidiary contracts etc.

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

3.8 The BIDDER shall not use improperly, for purpose of competition or personal gain or pass

on to others, any information provided by the PRINCIPAL as a 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.

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

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

3.11 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 PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

3.12 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 PRINCIPAL.

3.13 The BIDDER/ Contractor shall not directly or through any other person or firm use coercive practices against IDBI Bank and/ or other BIDDERS/ Contractor(s).

3.14 BIDDERS are not to pass any information provided by the PRINCIPAL as a part of business relationship to others and not commit any offence under PC/ IPC Act.

3.15 Foreign BIDDERS if any, to disclose name and address of agents and representatives in India and Indian Bidders to disclose their foreign principal or associates.

3.16 BIDDERS to disclose any transgressions with any other company that may impinge on anti- corruption principle.

4. Previous Transgressions

4.1 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.

4.2 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.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the PRINCIPAL through any of the modes mentioned in the RFP/ bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of IDBI Bank Ltd. 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 IDBI Bank Ltd. and promising payment of the guaranteed sum to the PRINCIPAL on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the PRINCIPAL shall be treated as conclusive proof for making such payment to the PRINCIPAL.

5.2 Unless otherwise stipulated in the Bid document/ RFP, the Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PRINCIPAL, including warranty period, whichever is later.

5.3 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 PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

6. Sanctions for Violations

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

6.1.1 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 PRINCIPAL desires to drop the entire process.

6.1.2 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 PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.

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

6.1.4 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 PRINCIPAL along with interest.

6.1.5 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 PRINCIPAL resulting from such cancellation/ rescission and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

6.1.6 To debar the BIDDER from participating in future bidding processes of the PRINCIPAL or any of its subsidiaries for a minimum period of five years, which may be further extended at the discretion of the PRINCIPAL.

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

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

6.1.9 Intimate to the CVC, IBA, RBI, as the PRINCIPAL deemed fit the details of such events for appropriate action by such authorities.

6.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1.1 to 6.1.9 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 offense as defined in Chapter IX of Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the PRINCIPAL 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 External Monitor(s) appointed for the purposes of this Pact.

7. **Fall Clause**

7.1 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 PRINCIPAL, if the contract has already been concluded.

8. Independent External Monitors

8.1 The PRINCIPAL has appointed Independent External Monitors (hereinafter referred to as Monitors or IEMs) for this Pact in consultation with the Central Vigilance Commission, the Names and Addresses of the Monitors is given as under :

Sr.No.	Name of IEM	Contact Number	E-mail Address
1	Dr. Ravindra Kumar Shrivastava, IAS (Retd.)	9999985440	shivastava.rks@gmail.com
2	Shri Prem Chand Pankaj, EX-CMD, NEEPCO	9717433886	prempankaj@gmail.com

8.2 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.

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

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

8.5 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 PRINCIPAL.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the PRINCIPAL 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 Sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Sub-contractor(s) with confidentiality.

8.7 The PRINCIPAL 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.

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

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PRINCIPAL 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.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PRINCIPAL.

11. 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.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of the PRINCIPAL 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 PRINCIPAL.

12.2 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.

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

IN WITNESS WHEREOF, the Parties have signed and executed this Integrity Pact at the place and date first hereinabove mentioned in the presence of following witness:

Signature
(For & on behalf of the PRINCIPAL)

Signature
(For & on behalf of the BIDDER/ Contractor)

Office Seal

Office Seal

Name
Designation

Name
Designation

Witness 1:
(Name & Address) _____

Witness 2:
(Name & Address) _____

Annexure -VIII

(Draft Agreement to be executed by the successful Bidder)

AGREEMENT

This Agreement made on this ____ (date) day of -----(Month)----- (Year)-----, between IDBI BANK LIMITED, a company incorporated and registered under Companies Act, 1956 [1 of 1956] and company within meaning of Section 2(20) of Companies Act, 2013 and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) with CIN No. L65190MH2004GOI148838 having its Registered Office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400005 (hereinafter referred to as the “IDBI Bank”/ “IDBI” / “Bank” which expression shall include its administrators, successors, executors and assigns) of the one part

AND

M/s (Name) and(address) of Contractor (hereinafter referred as “Contractor”) of the SECOND PART which expression shall unless repugnant to the context and meaning thereof includes its successors and permitted assigns) of the SECOND PART.

IDBI Bank and Contractor individually be referred to as “**Party**” and collectively as “**Parties**”.

AND WHEREAS

- A. IDBI is desirous of availing the services for **Supply of Stationery items (i.e. Paper items, Pre-printed Stationery & Computer Consumables (Non- H.P. Product) at IDBI Tower, at Corporate Office ,Mumbai** hereinafter referred to as “(**“Services”**)” at its Registered Office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400005;

- B. The Contractor has represented that the Contractor is sufficiently equipped including but not limited to personnel to deliver the items to carry out and possesses extensive experience in the field of **Supply of Services** in accordance with the terms and conditions prescribed in this regard;
- C. In response to an invitation of NIT.No.01/Admin & IMD/Stationery/2022-23 dated September 27, 2022 issued by Bank for **Services** the Contractor submitted his/their offer dated and whereas IDBI Bank relying upon the representation of the Contractor has accepted the offer of the Contractor on the terms and conditions specified in the Letter of Intent No./Award Letter/Work Order No. dated read with the reference cited therein and also the terms and conditions laid down in the Tender issued/ published in the newspapers and as mentioned in Bank's website www.idbibank.in
- D. The Tender documents including the notice letter, inviting Tender, Scope of Work, Instruction to Bidders terms and condition of contract, Financial Bid (stationary items as mentioned), etc., Acceptance of Letter of Intent/Award letter/Work order and any statement of agreed variations, if any, shall be read as "Mutatis Mutandis" and form part of this Agreement though separately set out herein and are included in the expression " the Contract" wherever herein used.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. This Agreement shall come into force with effect from and shall remain in force till
- 2. That the Contractor shall carry out/ execute the Services as more particularly described in the Tender read with 'Scope of Work', other terms and conditions as per the Tender document , various declarations submitted as part of bid by the Contractor which form a part of the Contract.
- 3. The Contractor has furnished to the Bank a Security Deposit of Rs.2,00,000/- (Rupees Two Lakhs only), towards satisfactory performance and completion of the Contract. It may be noted that the EMD of the Successful Bidder would be converted into Security Deposit and shall not carry any interest and would be refunded after 3 months from satisfactory completion of the job or such extended period as may be decided by IDBI Bank at its own discretion
- 4. That in consideration of payments to be made to the Contractor by Bank in accordance with LOI /Work order dated given by Bank prior to this agreement, the

Contractor hereby covenants and undertakes with Bank that the Contractor shall execute and carry out the work in conformity, in all respects with the terms and conditions specified in this Agreement and the documents submitted by him, governing the same.

5. That the Contractor had already carefully examined the workload specified in the Tender document, this Agreement and the documents submitted/governing the same and also to have satisfied himself as to the nature and character of work to be executed buy him.
6. That the Contractor shall carry out the said Services to the complete satisfaction of the officer nominated by Bank for this purpose.
7. That it is hereby agreed by and between the parties that non-exercise, forbearance or omission of any of the powers conferred on Bank and/ or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Contractor with respect to compensation payable to Bank or Contractor's obligations shall remain unaffected.
8. The Contractor shall duly comply in all respects, with the provisions of all statues, rules and regulations applicable to it and/or its employees including but not limited to the Minimum Wages Act, Employees Provident Fund and Miscellaneous Provisions Act, Employees State Insurance Act, Payment of Bonus Act, Contract Labour (Regulation & Abolition) Act or other statutory rules, regulations, byelaws as applicable or which become applicable in future.
9. That the payments made to the Contractor's employees or otherwise, under statutory obligations, on behalf of the Contractor, shall be liable to be adjusted /recoverable from the payments accrued to the Contractor.
10. That all documents signed/submitted/agreed upon by the Contractor specified in the 'Scope of Work', terms and conditions as per the Tender, various declarations submitted as part of the bid, will form part of this Contract.
11. That the Contractor shall pay to the workers deployed by him at Bank as proposed in the offer referred above.
12. The Contractor without obtaining prior written consent of IDBI Bank will not make/change any quality/quantity/brand as mentioned under the Financial Bid and as approved by IDBI Bank. The Contractor shall deliver original product only. Any damage occurred due to supply of duplicate/defective product, the Contractor shall be solely held liable for the loss/damage caused to IDBI Bank.

13. IDBI Bank is an absolute owner to all Intellectual Property Rights, i.e. trademarks, logo and service marks, registered designs, design rights, copyrights, combination of colours or any combination thereof, the Contractor agrees not to use any Intellectual Property Rights as mentioned above, without prior written permission from the IDBI Bank.
14. The Contractor and its personnel hereby indemnifies and agrees to indemnify IDBI Bank in the event of any misuse of trademarks, logo and service marks, registered designs, design rights, copyrights, combination of colours or any combination.
15. The Contractor shall at all times be solely responsible and/or liable to issue and maintain adequate insurance for the life and safety of its employees and shall ensure that the said insurance policies do not lapse.
16. The Contractor shall not, except with the prior written consent of IDBI, communicate to any person, or entity any Confidential Information (Confidential Information means intellectual property information; proprietary or internal information related to the products or services of IDBI Bank including financial information, design, data information related to products and services, customers, employees etc.) acquired in the course of performing the terms of this Agreement. The Contractor shall indemnify and keep indemnified Bank and its employees, directors, representatives, agents against all claims, demands, suits and proceedings whatsoever that may be brought or made against IDBI by or behalf of any person, body, authority, whomsoever and all penalties, levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatever nature which Bank may now hereafter be liable to pay or sustain by virtue of or as a result of the performance or non-performance by the Contractor of any of the terms and conditions of this Agreement or applicable laws. The Contractor shall :
 - 16.1. treat all information disclosed under this Agreement and its terms and conditions as confidential and shall not disclose the same to any third party;
 - 16.2. Not use such information other than is necessary for the purpose of performing its commitments or exercising its rights under this Agreement;
 - 16.3. ensure that its respective agents, employees, representatives and subcontractors shall comply with this Clause.
17. The Contractor hereby agrees that it shall not assign or transfer or sub-contract this Agreement or part thereof to any third party under any circumstances.

18. The Contractor is not permitted to make any public announcement or media release about any aspect of this bid/ contract unless the IDBI Bank first gives the bidder his written consent.
19. Notwithstanding anything contained herein above, IDBI Bank shall have the right to terminate this Agreement at any time during its currency by giving one month's notice to the Contractor without assigning any reason and IDBI Bank shall be entitled to recover any money becoming due under this Agreement from the Contractor.
20. Any dispute or difference of any nature whatsoever regarding any right, liability, act, omission of either of parties hereto arising out of or in relation to this agreement or any matter incidental thereto shall be referred to the arbitration of a single arbitration as per the provisions of the Arbitration & Conciliation Act, 1996. The Arbitrator shall be appointed by the Chief General Manager (Admin & IMD) of IDBI Bank and the parties shall bear the costs of such arbitration in equal shares. Such arbitration shall be held at Mumbai and the courts at Mumbai alone shall have the jurisdiction to deal with the arbitration proceedings and the awards in accordance with law and language shall be English.
21. The right and liabilities under this tender/bid shall be governed in accordance with the laws of India and the courts at Mumbai have exclusive jurisdiction to determine any proceeding in relation to this tender/bid. These provisions shall survive in the contract between the parties

In witness hereof, the parties hereto have respectively set their signatures in the presence of:

Signed by:

Signed by (On behalf of Bank):

WITNESS:

WITNESS:

1.

2.