## **CLARIFICATION ON THE QUERIES**

## CORRIGENDUM TO REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF VENDOR FOR END TO END PRINTING AND STATIONERY MANAGEMENT SOLUTION

CORRIGENDUM DATED 11/08/2022 FOR RFP ENQ NO. CMS: PS: ENQ-1/2022-23 DATED: 01- Aug-2022

SL. No.	Page No. of RFP	Clause No.	RFP Clause	Bidder's Query	Clarification
1	10	3.5.3	Audited balance Sheet for last Two (2) Years (i.e.2020-21 and 2021-22). In case Audited Balance Sheet for 2021-22 is not ready, Bidder must produce a certificate from the Company's Chartered Accountant to this effect.	Company's Auditor means Stautory Auditor or any Chartered Accountant	Company's Auditor means Statutory Auditor of the Company
2	10	3.5.4	The Bidder must produce Certificate from the Company's Chartered Accountant to this effect.	Company's Auditor means Stautory Auditor or any Chartered Accountant	Company's Auditor means Statutory Auditor of the Company
3	12	3.6 (g)	The Bank, at its sole discretion, may decide to conduct fresh auction for a new/modified/existing item among the new vendors and may give the supply order PAN India to a separate vendor/s.	Selected vendor for RFP should be given preference over others	No modification. It holds good
4	12	3.6 (i)	Vendor shall plan and as per his/their capability, hold stocks of item or may print & supply on receipt of the order. However, regardless of the fact whether the Vendor chooses to keep stock or decide to print & supply on receipt of the orders, the set timelines have to be invariably maintained. Though the Bank will be sharing the consumption pattern available with it with the selected vendor, the vendor has to take own and independent decision about stock keeping. Though tentative consumption details have been given in Annexure-13, the Vendor shall 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.	Bank has to provide the monthly tentative consumption of products inorder to maintain the TAT.  In case of drastic changes in the consumptions bank has to inform the vendor to keep the excess qty or bank has to give extra TAT for the supply of bulk order.  Further, bank has to give atleast 45 days prior intimation to vendor in realtion to change in specification/discountinuation of existing products	No modification. It holds good
5	12	3.6(j)	At times, the vendors may be asked to supply books, forms & stationery (existing or new) in bulk to a large number of branches. Vendors should therefore have the capability & infrastructure to meet the Bank's urgent requirement without any delay.	In case of bulk order bank has to inform the selected vendor in advance or give extra time to supply these bulk requirements. TAT can be mutually discussed and agreed.	No modification. It holds good

6	12	3.6(k)	The items should be securely packed and properly dispatched preferably with OTP based delivery so as to reach the destination branches/offices in undamaged condition at their stock room. Packing and marking of the consignments should strictly conform to the stipulations provided by the Bank from time to time. The main objective of any packaging is to provide protection to the materials from the damages due to/during transit, storing and owing to the weather changes etc. The packaging should also ensure easy handling of the material during dispatch, storage & unloading. The items received in damaged condition/damaged packing may not be accepted by the Bank. In such cases, Vendors may have to bear the entire cost as per the decision of the Bank. The Bank shall have to inform any such discrepancies within 48 hours from the receipt/acceptance of the delivery to the vendor.	Though Manipal has a functonality to support OTP based delivery but it depends ulitmately on courier IT set up whether they can do OTP based deliveries or not, We request you not to make it as mandatory as it solely depends on courier capabilities.	OTP based delivery is preferred choice only not mandatory
7	14	3.6 (X)	The delivery/supply mechanism with monitoring and tracking system is to be clearly laid down by the vendor. The software should facilitate online verification of PoD (proof of dispatch) and its physical acknowledgement by the Branches/ Offices against each order will be a required feature	Though system will prompt verification on daily basis and we can restrict further ordering as well, we request bank to put a certain timeframe for escalation and then closure of pending verifications in system.  Request bank to fix verification time line of Maximum 7 days	No modification. It holds good
8	19	3.15.7	The Bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Bank.	Commercial Bid format not given as per this requirement. (Refer: Annexure - 14, Page No. 70)	No modification. RFP Clause 3.15.7 pertains to Annexure 13 not for Annexure 14
9	27	4.3.2	If the total delay exceeds four weeks, bank has the right to cancel contract/agreement andforfeiture of the EMD	Bank shall provide prior initmation to vendor in such cases	No modification. It holds good
10	27	4.3.4	Security Deposit/Performance Bank Guarantee should be valid for 5 years from the date of signing the agreement 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	Clause 4.3.4 shall be in line with clause 4.3.6 Performance Bank Guarantee should be valid for 3 years from the date of signing the agreement with a claim period of 3 months	Modified for 3 years with additional claim period of 6 months
11	28	4.4.3	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) with applicable GST for each day's delay, subject to maximum amount of ten (10) percent of the total consideration may be charged to vendor	Penalty shall be applicable only for against value of the delayed quantity we request bank to reduce penalty cap as 0.5% of the value of delayed quantity/item and subjected to a maximum of 5%, this process is followed by all other PSU	No modification. It holds good

					T
12	29	4.5.3	Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc. However, as amendment/ modification in the existing items as well as introduction of new items are envisaged at frequent level, the pricing of these items will be arrived at by comparable items/changes made or rate decided/discovered by the bank and Bank decision in this regard will be final and acceptable to all vendors.	Total price shall be adjusted if there is any changes in taxes	No modification. It holds good
13	29	4.5.5	All the payments for the invoices raised shall be made by the Bank within 7 days from the date of receipt of confirmation from the branch /office regarding proper receipt of consignment in safe condition. Payment shall be made in Indian Rupees.	Invoices shall be raised on dispatch basis and payment for the invoices rasied shall be made by the bank within 7 days from the date of receipt of invoices.  Branch/offices should confirm the receipt of consigment within the sipulated time period of 7 days	No modification. It holds good
14	29	6	Payment (after TDS etc as applicable) will be made online as per the extant Bank guidelines & subject to technical feasibility after receipt of the invoice, delivery challan etc., at monthly or other periodical intervals. Presently payments are made centrally at HO after successful scrutiny which may be further elaborated /modified/refined as per Banks requirements.		No modification. It holds good
15	29	4.6.5	Following parameters shall be taken into account, subject to mutual agreement: 4.6.5.a Input: Paper price movement 4.6.5.b 1st Year - No change in price 4.6.5.c After One year - Price change if average paper price fluctuates by + / - 20% 4.6.5.d Review Parameters: Base Price for paper to be recorded as the average price of three months prior to the date of contract / revision request date.	we request bank to do slight changes in this clause and allow vendor to approach bank in case paper price fluctuate by 10% and the benchmark prices to be considered as avergage of April-June 22. The same paramters needs to be added in case of diesel prices fluctuates 10%	No modification. It holds good
16	31	4.9.7	Bidder's aggregate liability shall be subject to an overall limit of the total Cost of the project.	We request bank to limit the aggregate liability to "three month average billing"	No modification. It holds good
17	31	4.11.2	If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Vendor under this RFP.	Bank shall provide prior wrtitten initmation to vendor in relation to merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc.,	No modification. It holds good

18	33	4.19.2	For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the bidder,	We request bank to include "pandemic and flood" as a part of Force Majeure	No modification. It holds good
19	10 & 49	3.5 : SL no 6 & point 13	resulting in such a situation.  The applicant must have existing printing arrangements either owned and/or tied up preferably with ISO or equivalent certifications (machinery/equipments/arrangements) Page no 49 - The Bidder must have existing printing arrangements with ISO or equivalent certifications. (machinery/equipments/arrangements)	please confirm is tie up mandatory with only ISO or equivalent certifications	Modified. Printing arrangements either owned and/ or Tied up with ISO Certification only.
20	53	Annexure6	Delivery of Stationery:- i) All Metro and State Capital areas: 10 / 15 Days ii) Urban / Semi Urban: 15 / 20 Days iii) Other rural/remote Locations: 20 / 30 days	we request bank to ammend the clause as:-  1. All Metro and State captal- 15 days.  2. Urba/Semi Urban- 20 days.  3. Other Remote and Rural locations- 30 days	No modification. It holds good
21	53	Annexure6	For non-supply / Delay in supply as per stipulated timelines: - 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).	we request bank to reduce penalty cap as 0.5% of the total indent value and subjected to a maximum of 5%, this process is followed by all other PSU	No modification. It holds good
22	53	Annexure6	For supply of inferior quality stationery items (i.e. quality inferior than that stipulated by Bank): 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,	Quality deviations should be checked and agreed mutually before imposing any penalties, maximum 5% Penalty can be imposed only on inferior qulity product quantity	No modification. It holds good
23	nnexure-1	Column: Specification s of the item	EACH FORM SHOULD BEAR FIRM'S NAME, ITEM CODE ALONG WITH MONTH & YEAR OF MANFACTURE.	Product code, vendor name can incorporated but month and year of manufacturing can not be incorporated due to technical reasons.	No modification. It holds good
24	nnexure-1	Column: Estimated Requirement (No's)	Regarding given unit of Quantity	is it per piece or UOM. We need complete samples to study and do the costings accordingly	No modification. It holds good. Please visit for samples.

31	12 & 14	3.5 (o) & (x)	Delivery mechanism with Monitoring and tracking system on realtime basis.	Usually there is API integration with courier vendors and India Post and these are usually updated at regular intervals like 24 hrs or 48 hrs. Hence real time updates may not be appropriate.	Accepted, modified to daily basis
30	12	3.6 (j)	Bulk Supply of books and forms to meet Banks urgent requirement.	Bulk supply TAT may be on mutually agreed terms.	No modification. It holds good
29	10	3.5 (6)	Applicant must have existing priting arrangements either owned and or tied up preferably with ISO or equivalent certifications (machinery/ Equipments/ Arrangements.	The Vendor should have his own setup for doing the printing activity in min. 2 different states to take care of BCP requirement as well.  It is very much required in these uncertain times, wherein supply chain issues and paper supply is a major concern as it is very difficult for a Bank to depend on a Vendor who has tie up arrangements with other Vendors.	No modification. It holds good
28	10	,	The Bidder should own an existing state of art IT architecture / e-platform with web based online ordering, indenting, supply, and monitoring system with a provision for detailed MIS with complaint redressal system. The said IT infrastructure should be integrated with the IT platform of the Bank smoothly.	Technology being the backbone for this project and looking at the enormity of this project of integration with Bank's 10000 branches, we assume that the bank would be looking at past experience of the bidder. The Declaration to be given should ideally be supported with a Customer Experience Certificate.	Accepted. A declaration along with customer experience on package need to be submitted
27	10	٠,,	Eligibility Criteria-The Turnover of the Bidder should be minimum Rs. 25 Crores each year during last Two financial years (i.e. 2020-21 and 2021-22).	We request that the Bidder's Turnover should be atleast 2 times the expected Annual Value of the work, we thus request Bank to relook at this clause as only sizeable companies would be able to support the project's investment requirements.	No modification. It holds good
26	80	Annexure 16	That we shall not be sub-contracting any work under the present tender, if we are selected as the successful bidder.	Vendors may have to subcontract/outsource as per clause 4.36. Hence, the said clause in Annexure 16 to be removed	The point 7 in Annexure 16 is changed to "That we shall be solely responsible for managing the activities of our personnel or any subcontracted personnel and our company shall be solely responsible for any misdemeanors"
25	70	Annexure-14	The price should be inclusive of Paper Cost, Labour Charges, Printing Cost, and Packing Charges including Packing Material. The prices should be inclusive of all taxes excluding GST. The bids are valid for 120 days from the date of opening of bid.	Please confirm whether logisitcs prices to be included in the Unit cost or to be treated as extra, we also request bank to agree for a restrcition of minimum 10kg per indent to sustain logistics cost	No modification. It holds good

32	14	3.6 (x)	Vendor will have to raise the bills further elaborated / modified / refined as per the Bank's requirement.	Request banks to consider that the branches may sometime even after repeated reminders, may not acknowledge the receipt of goods on the PSIMS system. Without such Acknowledgement, the vendors may be at a loss to generate invoices as huge working capital will be stuck. it is therefore requested that the bank considers Auto Acknowledgement by system incase the branches do not acknowledge on time or ensures to chase the branch to close such acknowledgement within 72 hours and nothing beyond that. If the branches do not acknowledge within 72 hours the material may be deemed to be received. However, any wrong deliveries will be made good by the vendor at our own cost.	No modification. It holds good
33	21	3.22	Bid Opening Date.	Bid opening date wrongly mentioned as 1/08/2022 instead of 1/09/2022?	Modified date to 01.09.2022
34	22	3.24	Evaluation of Bid.	It is not very clear as to what the evaluation Matrix would be to compare the bidders. There is no Scoring system to ascertain marks to each bidder for comparison and determination of experience and qualification of such bidders. It is suggested that the bank should ascertain the strengths and shortcomings by having an evaluation matrix as is being followed by other banks. A suggested matrix is attached for ready reference.	No modification. It holds good
35	23	3.26	Normalization of Bids.	Need to understand the methodology of the same, as this points seems to be bring all the Vendors who have submitted Bids on the same technical front and capacity.	No modification. It holds good
36	27	4.3.4	Validity of Bank Guarantee for 5 years.	The Bank Guarantee period may be reduced to 3 years + 3 months Claim period which is in line with the clause 4.3.6.	Modified for 3 years with additional claim period of 6 months
37	28	4.4.6	Bank reserves the right to change/modify locations for supply of the items. In the event of any change/modification in the locations where the books/forms/stationery items are to be delivered, the bidder in such cases shall deliver, install and commission at the modified locations at no extra cost to the Bank. However if the ordered items are already delivered, and if the modifications in locations are made after such delivery, the bidder shall arrange for delivery of such items at the modified/changed location and the Bank in such cases shall bear the shifting charges/arrange shifting.	Clarity required if this pertains to change in delivery address of branches/offices. In case of any change in delivery address, same should be informed well in advance to the vendor to update the records and ensure that labelling is done correctly.	No modification. It holds good

38	29	4.5.5	All the payments for the invoices raised shall be made by the Bank within 7 days from the date of receipt of confirmation from the branch /office regarding proper receipt of consignment in safe condition. Payment shall be made in Indian Rupees.	Since all invoices are being raised on acknowledgements by branches and POD submission, such confirmation from branches may be unnecessary and hence may kindly be released within 7 days of receipt of invoices.	No modification. It holds good
39	29	4.6.5	Following parameters shall be taken into account, subject to mutual agreement: 4.6.5.a Input: Paper price movement 4.6.5.b 1st Year - No change in price 4.6.5.c After One year - Price change if average paper price fluctuates by + / - 20% 4.6.5.d Review Parameters: Base Price for paper to be recorded as the average price of three months prior to the date of contract / revision request date.	After One year/ or periodic intervals - Price change if average paper price fluctuates by + / - 10% - Given the current volatility of the input costs, especially that of paper, which forms the majority of the input cost, due to various reasons from higher raw material costs, geo political situation, higher fuel costs, frequent dollar fluctuations and adjustments, it is requested that any time the variation goes beyond 10% the bank may, after making queries and satisfying themselves, correct the pricing for the products in the interest of long term sustainability of the project.	No modification. It holds good
40	33	4.19.2	For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the bidder, resulting in such a situation.	For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, pandemics, Floods, events not foreseeable but does not include any fault or negligence or carelessness on the part of the bidder, resulting in such a situation.	No modification. It holds good
41	53	Annex-6	Service Category-Duration (timeline will start from the next day of receiving indent from the branch/office either online /other method	The purpose and intent of the online mode using a portal for transparancy and quick delivery. Other modes of indenting will only entail delays and lack of tracking and transparancy. It is suggested that the only mode through which branch/office may order is strictly through the portal only. other modes may not be entertained by vendor. however, an offline indenting option may be given to HO to order on behalf of the branches/ offices on the portal using an offline indenting option. We also suggest that there be a Cut-off Window period to consolidate all orders received from the same branch in order to maximise on the logistic costs.	No modification. It holds good
42	53	Annex-6	Service Category-Duration (timeline will start from the next day of receiving indent from the branch/office either online /other method	We assume vendor will get 7 working days to handover materials ordered by branch after the ordering window closure date. As the dispatch TAT is only 7 days vendor would need to maintain Stock so stock confirmation would be required from Bank to maintain stock. It should also be made clear thatthe vendor be allowed to invoie all slow moving items or non moving items to the bank at periodic intervals in case where the stocks are being maintained by the vendor to ensure timely deliveries, as such stocking involves huge block of working capital.	No modification. It holds good

43	53	Annex-6 & 14	Delivery of Stationery & Indicative Commercial Format	We request the Bank to provision for separate per kg logistics cost with minimum 10 kg per POD billing. Please amend Indicative Commercial Format accordingly.	No modification. It holds good
44	53	Annex-6	Penalties	Upper limit of the penalties need to be capped at 5% instead of 10%.	No modification. It holds good
45	11	3.6 (b)	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.	1. Please share the following: A. Existing IT infrastructure and workflow. B. Dovetailing requirement requested by the Bank in the RFP. C. Audit/ any other Parameters that Bank is looking- e.g: i. Information Security Audit Parameters ii. VAPT reports iii. Data Guidelines iv. Server locations v. Specific Anti piracy requirements v. Anti Hacking parameters etc	The details will be shared with the successful bidder/s.
46	12	3.6 (h)	The selected Vendor is required to effect modifications/deletions/additions, if any, suggested by the Bank, in the existing printing & stationery items, promptly. While the Bank will take utmost care, the loss on account of discontinuation/modification of any stationery items cannot be claimed from the Bank. The Bank may, any time, suggest any modifications/deletions/additions etc in the existing forms/books/stationery items depending on regulatory guidelines or other needs. Such modifications/deletions/additions etc., shall be advised duly keeping in view the inventory of Vendor and the Bank shall inform the vendor one month prior to any such modifications/deletions/additions failing which the Bank shall buyout all such inventory before discontinuation/modification.	We would request for stock confirmation of aleast 2 months and consumption of any such stocks produced.	No modification. It holds good
47	12	3.6 (j)	At times, the vendors may be asked to supply books, forms & stationery (existing or new) in bulk to a large number of branches. Vendors should therefore have the capability & infrastructure to meet the Bank's urgent requirement without any delay	For any such bulk requirement, the TAT will be mutually agreed for any SLA and Penalty calculations- please confirm.	No modification. It holds good

48	12	3.6 (k)	The items should be securely packed and properly dispatched preferably with OTP based delivery so as to reach the destination branches/offices	1. Requested to please further ellaborate on the OTP based delivery requirement. 2. Please share the list of branches with complete postal address, correct pin codes, Name and mobile number of the earmarked person for sharing this with logistixs service providers for OTP based delivery requirement/ feasibility.	OTP based delivery is preferred choice and other details will be shared to the successful bidders
49	13	3.6 (l)	Vendors also have to assist the Bank in creating soft copy/artwork of the items	Bank to provide specific images/ logo for Artwork creation.	No modification. It holds good
50	13	3.6 (m)	The selected Vendors shall have IT infrastructure which can be integrated with the Bank's existing systems for online indenting by branches/offices as well as for providing various MIS, periodically as per the Bank's requirement. It should offer facility for viewing of items at the time of indenting, automatic generation of SMS and e-mail as soon as the vendor's IT platform receives any indent from branches/offices and also as & when the item is dispatched and delivered. Also in case of any issue/ grievance, mechanism of SMS/e-mail facility should be available. The Bank will be sharing the details with the selected vendors and the above are some of the basic/vital IT requirements which the vendor should be possessing / implementing in this model of the Bank's End to end Printing and Stationery management.	<ol> <li>Bank to share the number of authorized users for accessing the portal.         <ul> <li>A. The number of users to be split across:</li></ul></li></ol>	No modification. It holds good
51	14	3.6 (x)	Vendor will have to raise the bills with following declarations/enclosures on respective nodal offices as per GST guidelines as shared by the Bank in this regard.	Please share the invoicing requirements incl taxes (GST)i.e. A.Branchwise/ Circlewise/ Statewise. B. For multiple indents of a branch, do we need to club the deliveries and invoice? C. Post delivery confrmation, can we invoice on a weekly basis?	No modification. It holds good

52	15	3.6 (x)	Invoices should be drawn with the break-up of total amount indicating separately Taxes, Freight charges etc	1. The freight cost is inbuilt in the product cost and is difficult to bifurcate considering different volumes of the product at indent level 2. In addtion, there are possibility that the dispatches of an indent will be split for dispatches/ deliveries 3. Basis this, we will raising the consolidated invoice for all the required products mentioned in the RFP.	No modification. It holds good
53	1. Pg 3 2. Pg 20	1. Bid Details in Brief (Pt 7) 2. Clause 3.21	Last Date of Submission of Bids	<ol> <li>Receipt of samples is an extremely important step for RFP submission.</li> <li>In addition, we have the festive season in the 1st week of Sep 2022.</li> <li>Post receipt of samples and required response on the queries requested, we would request the Bank give adequate time for Bid Submission.</li> <li>Proposed Bid Submission date: 23rd Sep 2022.</li> </ol>	Vendor need to visit for samples. Bid submission dates of RFP are unchanged
54	26	3.35.2	The contract shall be awarded and the order shall be placed on selected L1 Bidder. The Bank may release the order either in Full or in part or place more than one order towards the contract based on project plan.	As per Clause No 3.6 a, kindly confirm if the allocation will be 100% to L1 or 60:40 between L1 and L2.	It is modified in line with clause 3.6 a, allocation will be to the L1 & L2 basis only in 60:40 if L2 is matching with the L1 price.
55	28	4.4	Both Liquidated damages and penalty can be charged for delay.	Under Annexure 6, it is mentioned that both penalty upto 10 % of the work order and Liquidated damages upto 5% can be charged.  We would propose either of the two should be charged.	No modification. It holds good
56	29	4.6.1	At least thirty (30) days prior to the end of the 12 months period from the date of the execution of this agreement, annually, either parties may come forward and request the price for any of the stationery and print items under the agreement to be reviewed.	We would request for Price revision to be discussed every 6 months instead of mentioned 12 months in the RFP due to current frequent high fluctuations in the paper rates.	No modification. It holds good
57	29	4.6.3	Either Party would present the justification along with adequate supporting documents to substantiate the revision request by way of various parameters/benchmarks such as Paper Index, Oil Prices etc.	For supporting documents to be submitted for Paper Index, kindly suggest the exact document to be submitted (for e.g. paper purchase invoice, etc).	No modification. It holds good
58	30	4.7	Bank's Right to terminate	This clause should be for mutual consideration:     The vendor too needs to be given the right to terminate incase of non-payment of its dues	No modification. It holds good
59	31	4.9.4	Indemnity	Liability to be limited and exceptions of IPR infringment, damage to property and injury or death should be removed	No modification. It holds good

60	31	4.9.7	Limitation of Liablity is set at the total contract value.	The limit of liability be set to the payments received by vendor in last 12 months from the date of cause of action and not to the full value of the contract	No modification. It holds good
61	31	4.11.1	Assignment or sub-contracting with prior consent of Bank	The right to sub-contract should be changed to with prior "intimation" in place of prior "consent"	No modification. It holds good
62	33	4.19.2	Force Majeure	Pandemic may be added as a Force Majure event.	No modification. It holds good
63	40	4.34.6	Venue of Arbitration	Venue of arbitration be changed from Banglore to a neutral venue like Delhi	No modification. It holds good
64	40	4.35.2	Jurisidiction	The exclusive jurisdiction of Banglore to be changed to a neutral venue.	No modification. It holds good
65	53	Annex 6	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.	We request Bank to Cap the Penalty at 5% and not to charge Liquidity Damages seperately as penalty.	No modification. It holds good
66	53- 54	Annex 6	Stationery Application Site Upkeep/ Maintenance - Downtime Penalty Penalty - For non-supply / Delay in supply as per stipulated timelines: Penalty - For supply of inferior quality stationery items (i.e. quality inferior than that stipulated by Bank): Penalty - For failure to adhere to timelines specified by Bank, in case of newly added stationery items / modified stationery items:	We request the Bank to cap the total penalties to 10 lacs or 10% of the Indent value whichever is higher.	No modification. It holds good
67	69	Annex 13	Specification of the items in the RFP	We will require samples of 100% of the products for which the commercials have to be submitted	No modification. It holds good
68	69	Annex 13	Specification of the items with Consumption details	Please provide the following for each Print product to be printed in multiple languages:  1. Number of languages per product (thus will be treated as separate artwork).  2. Volumes per langauge	No modification. It holds good

69	80	Annex 16	present tender, if we are selected as the successful bidder.	To be changed to:  That we shall sub-contract any work under the present tender, if we are selected as the successful bidder with prior intimation to the Bank inline with Clause 4.11.1 (Assignment or subcontracting with prior consent of Bank)	Modified (Please refer Point no.18)
70				Our query: we are offset printers So allow to participate, As per government norms you have to given opportunity micro and small enterprisers. Our turn over more than 2.5 crore and last year 15 crore	The relevant purchase preferences already incorporated in the RFP which may be adhered to.
71	10	3.5 ( Sl. No. 1	The bidder should have satisfactorily executed contracts/work orders minimum worth of 10.00 Crores per annum for the preceding 2 years towards printing /procurement and supplying of books/ form/ stationeries to any of the minimum 2 Public/ Private sector Banks	Replace the word " per annum for" to "in any one year of"	No modification. It holds good

DATE: 22.08.2022

PLACE: MANIPAL SD/-