

E-TENDER

FOR

**SUPPLY OF STATIONERY
AND CONSUMMABLE
ITEMS AT HEAD OFFICE**

Tender Reference No: IT/EXIM/RFP/2018-19/052

Phone: 022-22172824

Email: administration@eximbankindia.in

EXPORT - IMPORT BANK OF INDIA

Center One Building, 21st Floor,

World Trade Centre Complex, Cuffe Parade,

Mumbai – 400 005.

Phone : 022-22172824

E-Mail : administration@eximbankindia.in

TENDER DOCUMENTS FOR	Suuply of Stationery and Consummable items at Head Office
TENDER DOCUMENT COST(Payable by DD in favor of Export Import Bank of India)	`2500/-
Last Date for acceptance of Tender Document fee	March 29, 2019
EMD Amount (Payable by DD in favor of Export Import Bank of India)	Nil
Date of Online Notice	March 19, 2019, 6:30 PM
Document Downloading Start Date	March 19, 2019, 6:30 PM
Document Downloading End Date	March 29, 2019, 5:00 PM
Last Date and Time For Submission	March 29, 2019, 5:00 PM
Date of Site Inspection	NA
Opening of Tender	April 01, 2019
Place of Receipt of Tender	https://eximbankindiatenders.procurement.iger.com

PLACE OF RECEIPT OF TENDER :
<https://eximbankindiatenders.procuretiger.com>

e-Tendering / Electronic Tendering / Web Tendering / Online Tendering is the simulation of the manual tendering process on the internet. i.e., the eligible bidders / contractors can log on to the internet site specified using unique user name & password and place their Technical & Commercial bids. The eligible bidders will be trained by personnel of M/s. ABC Procurement Technologies Ltd. on the methodology of submitting the bids online using a special digital signature/electronic key / password at the date and time specified. The bids placed by the contractors are confidential and will be opened by the authorized EXIM Bank officials. No other person can gain access to the information regarding the bids, which is confidential in nature.

Closed online bid: The bidders are requested to note that the submission shall be done online and bid document can be downloaded only after the tender fees are paid to the Exim Bank. The bidders are requested to feed the required information for technical bid and the bidders who are eligible shall upload individual item rates online during the stipulated time frame.

CONTACT INFORMATION FOR E-TENDER PROCESS

Mr. Vismay Jagad
E-Procurement Technologies Ltd (abc Procure)
A-201/208, Wall Street-II, Opp.Orient Club,
Nr. Gujarat College,
Ahmedabad-380 006, Gujarat, India
Website: www.abcprocure.com
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Mail ID: vismay@abcprocure.com / support@abcprocure.com

E-Tendering Process Compliance Statement

The following terms and conditions are deemed as accepted by you for participation in the bid event:

1. The price once submitted cannot be changed.
2. Technical and other non-commercial queries (not impacting price) can be routed to the contact person of EXIM Bank indicated in the Tender Documents. Bidding process related queries could be addressed to M/s e Procurement Technologies Ltd personnel indicated in the Quotation bid Notice.
3. Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of M/s e Procurement Technologies Ltd or the EXIM Bank. However M/s e Procurement Technologies Ltd. shall make every effort to ensure availability of technology resources to enable continuous bidding.
4. M/s e Procurement Technologies Ltd has no responsibility beyond the bid event. Order finalization and post order activities would be transacted directly between bidder and the EXIM Bank.
5. **EXIM BANK does not bind itself to accept the lowest e-tender** and EXIM BANK reserves itself the authority to reject any or all of the e-tenders. All e-tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
6. Bids once made cannot be withdrawn or modified under any circumstances.
7. EXIM Bank can decide to extend or reschedule or cancel the e-tendering.
8. The bidders are advised to visit <https://eximbankindiatenders.procuretiger.com> for any corrigendum etc.

I / We have read, understood and agree to abide by this e-tendering process compliance-statement.

Date:

Organization :

Name :

Designation:

Seal

Signature of the Bidder/s not required since the document is Digitally Signed

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QUOTATION BID NOTICE

1. Export-Import Bank of India (EXIM Bank), a corporation established under the Act Export-Import Bank of India, 1981 and having its registered office at 21st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005 invites bids from eligible bidders for the supply of stationery and consumables at the Head Office.
2. The mode of tendering is through e-Tendering. E-Tendering is the process by which the physical tendering activity is carried out using internet and associated technologies in a faster and secure environment
3. Vendor registration can be done online by opening Website:
<https://eximbankindiatenders.procuretiger.com> Click on “New Bidder Registration” link, create User Id and Password and attach your Digital certificate.
4. Tender document will be allowed for download from above web site after successful vendor registration (hard copies of the tender document will not be provided) and submission of tender document cost.

5. CONTACT INFORMATION FOR E-TENDER PROCESS

**e-Procurement Technologies
Limited A- 801 – Wall Street - II,
Opposite Orient Club,
Nr. Gujarat College, Ellis Bridge,
Ahmedabad – 380 006.
Gujarat State, India**

**Phone: +91 (79)-40270566/567/579/580/582/590
Fax: +91 (79) 40230847**

6. EXIM Bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons there for.

MANDATORY INFORMATION

Required for Prequalification of the Tenderer

I/We confirm that to the best of our knowledge this information is authentic and accept that any deliberate concealment will amount to disqualification at any stage.

Sr.No.	Particulars	Details
1.*	Name of the Company	
2.*	Name of the Proprietor,Partners/Directors	
3.	Office Telephone Nos.	
4.*	Address	
5.	Email Address	
6.*	Year of Establishment	
7.	Registration No. / Date of registration	
8.	Status of firm. (Proprietor/Partnership/Co. etc.)	
9.	Name of Bankers	
10.*	PAN Card No.	
11.*	GST No.	
12*	Tender fee DD Number	

Seal and Signature of the Bidder/s not required since the document is digitally Signed

Date:

Place:

Note:

Please upload scanned copies of the above mentioned documents with sr. nos. marked on it.

TENDER FORM

Dayanand Shetty
Deputy General Manager
Export Import Bank of India
Center One Building, Floor-21
World Trade Center Complex (WTC)
Cuffee Parade, Mumbai-400 005.

Dear Sir,

Ref: Supply of Stationery and consumable items at Exim Bank Head Office, Mumbai- 400 005.

I/we further agree to execute and complete the work within the time frame stipulated in the tender scope of document. I/we agree not to employ Sub-Service Providers without the prior approval of the EXIM Bank. I/We agree to pay GST, all Royalties and all other applicable taxes prevailing and be levied from time to time on such items for which the same are liable and the rates quoted by me/us are Exclusive of the same.

I/we understand that you are not bound to accept the lowest tender or bound to assign any reasons for rejecting our tender. We unconditionally agree Exim Bank's preconditions as stipulated in the tender documents and empanelment process.

I/We agree that in case of my/our failure to execute work in accordance with the specifications and instructions received from the Exim Bank, during the course of the work, Exim Bank reserves the right to terminate my contract.

Yours truly,

Seal and Signature of the Bidder/s not required since the document is Digitally Signed.

Place: Name :

Date: Designation :

Seal :

Annexure-I

Instructions to Tenderers

As per the directives of Department of Expenditure, this tender document has been published in the <https://eximbankindiatenders.procuretiger.com>. The Bidders are required to submit soft copies of their bids electronically on the e-tender, using Valid Digital Signature Certificates. More information useful for submitting online bids may be obtained at : <https://eximbankindiatenders.procuretiger.com>

REGISTRATION

- 1) Bidders are required to enroll online by opening Website : <https://eximbankindiatenders.procuretiger.com>. Click on “New Bidder Registration” link and create User Id and Password. The user ID will be activated after payment of ` 2500/- as a tender fees to [Exim Bank](#), mode of payment as DD/Bankers cheque favouring “[Export-Import Bank of India](#)”. Based on [Exim Bank](#)’s confirmation, E-Procurement Technologies Ltd will activate the user ID. EXIM Bank reserves the right to reject the Tender without giving any reason whatsoever.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificate with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. sify/TCS/nCode/eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a Bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to other which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their userID / Password and password of the DSC / e-Token.

PREPARATION OF BIDS

- 1) Bidders should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number

of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and they should be in PDF formats.

SUBMISSION OF BIDS

1) Bidders should log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issue.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.

4) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders should upload their financial bids in PDF formats in the proforma given at annexure-I and annexure-II. Bids for stationary items and consumable items are to be made in the proforma given at annexure-I and annexure-II.

6) The Serve time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening the bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

Annexure-II

I Scope of Work and general Instructions for Bidders

1. Exim Bank, 21st floor, WTC, Centre One Building, Cuffe Parade, Mumbai 400 005 intends to enter into a three years Contract with reputed, well established and financially sound Firms for supply of stationary and consumable items.
2. The contract is likely to commence from the date of award of contract and would continue for period of three years. The period of the contract may be further extended for a period of one year after the completion of contract as per the requirement of Exim Bank or may be curtailed/ terminated before the contract period owing to deficiency in service or supply of sub-standard quality of materials. Exim Bank, however, reserves the right to terminate this initial contract at any time after giving one week notice to the awardee Firm.
3. The e-tenders have been invited under **two bid system i.e. Technical Bid and Financial Bid**. The interested Firms are advised to submit their bids “on-line” by visiting Portal i.e. <https://eximbankindiatenders.procuretiger.com>. The bids will be accepted as e-tender only i.e. the tenderers will submit their bids on the e-Procurement Portal. Possession of valid class III, Digital Signature Certificate (DSC), valid e-mail address and registration of the Firm on Portal i.e. <https://eximbankindiatenders.procuretiger.com> are **pre-requisite** for e-tendering.
4. The firms are required to upload copies of the following documents along with the Technical Bid, failing which their Bids shall be summarily/out rightly rejected and will not be further considered :
 - (a) Scanned copy of PAN
 - (b) Scanned copy of IT return filed for the last 3 financial years i.e. 2016-17, 2017-18 and 2018-2019.
 - (c) Scanned copy of GST registration certificate
 - (d) Work experience of similar work during the last 3 years(requisite proof thereof)
5. Conditional bids shall not be considered and will be rejected out-rightly at the very first instance.
6. The competent authority of Exim Bank, reserves the right to annul any or all bids without assigning any reasons.
7. The bidders shall quote the technical and financial bids only as per the format enclosed at Annexure-III and IV.

8. Bidders should enter their financial bids itemize in the proforma given at Annexure IV. Bids for stationary and computer consumables items are to be made in the proforma given at Annexure IV.

II TECHNICAL REQUIREMENTS FOR THE TENDERING COMPANIES/FIRMS/AGENCIES

- 1. The tendering Firms should fulfill the following technical specifications:**
- (a) The Registered Office of the Firms should be located in Cuffe Parade, Mumbai area only;**
 - (b) It should be registered with the appropriate registration authority;**
 - (c) It should have at least 3 years -experience in providing supply of Stationary and computer consumable items to Public Sector Companies/Banks or Government Departments, etc.**
 - (d) It should have its own Bank Account.**
 - (e) It should be registered with the Income tax and GST authorities of the Government.**

- (f) Given details of gross income of the firm as evident from the IT returns for the years

2016-2017 and 2017-2018.

	2016-17	2017-18
Gross Income		

III

TERMS AND CONDITION

(a) General

1. The contract is to commence from the date of award of contract to the Firm and shall continue for a period of three years, unless it is curtailed or terminated by Exim Bank owing to deficiency of service or supply of sub-standard quality of materials.
2. The contract shall automatically expire after three years from commencement of the contract unless extended further by the mutual consent of contracting Firm and Exim Bank.
3. The contracting firm shall not be allowed to transfer, assign, pledge or sub-contract its right and liabilities under this contract to any other company/firm/Agency without the prior written consent of Exim Bank.
4. The contracting firm will be bound by the details furnished by him/her to the Exim Bank, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of contract.
5. Financial Bids of only those Firms who are technically qualified shall be evaluated.
6. Exim Bank reserves right to terminate the contract during initial period also after giving a week's notice to the Firm.
7. The contracting Firm should be in a position to supply stationary and consumable items mentioned in the list enclosed on short notice as and when needed.
8. The rate quoted shall remain same during the rate contract period and no request for any increase in the rate shall be entertained.
9. The owner/firm should be available on his own direct telephone (office as well as residence) and also on mobile phone so that he may be contacted immediately in emergency cases. The Mobile number may also be provided.
10. Exim Bank shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the engaged personal of the contracting Firms.

11. Before award of contract, all original documents will be checked by Exim Bank and at that time attested photo-copies are required to be furnished.
12. Order for items shall be placed on requirement basis. If the selected firms fail to deliver the items or to replace the defective/spurious items within a valid time, penalty to such effect would be charged, which would be required to be paid to an outside agency by the Exim Bank for the desired items and shall be adjusted against the firm's pending bills.
13. Exim Bank shall not be responsible for any financial loss or other injury to any person deployed by the contracting firm in the connection with the purchase/supply order of stationary items.

(b) Bid Evaluation Criterion

All terms and conditions stipulated in the tender document shall be considered for selection of firm(s). However, L-1 firm(s) will be decided on the basis of the lowest procurement value of the item for which the rates have been quoted. It is mandatory for all the participating bidders to quote their rates (exclusive of tax) for all the items as per specifications indicated at the price bid at Annexure-II failing which the bids shall be considered as non-responsive. The taxes shall be paid extra as admissible.

Place: Mumbai

Dayanand Shetty

Date: March 14, 2019

Deputy General Manager, Exim Bank

Annexure-III

Technical Bid

Sr. No.	Criteria Description	Weightage
1	The contractor's should be located in Cuffe Parade, Mumbai area only	25
2	The contractor should have 3 years' experience in providing supply of Stationary and consumable items to Public Sector Companies/Banks or Government Departments.	25
3	Contractor should have annual turnover not less than ` 85 lakhs for Supply of stationery and consumables items.	25
4	It should be registered with the Income tax and GST authorities of the Government.	25
	Total Weightage	100
	Minimum Weightage required	75

Based on 75:25 (75 marks for Technical bid and 25 marks for Financial bid) proportionate analysis of the Tender).

Annexure-IV

FINANCIAL BID

**The Contract for supply of Stationary Items to
Exim Bank, 21st floor, WTC, Cuffe Parade,
Centre One Building, Mumbai-400 005.**

1. NAME & Address of the Company/Firm/ :
Agency (In Capital letters)
2. Rates quoted for **Stationary items**

Sr. No.	Particulars	Rate	Qty.	GST
1.	Address Book (Small) 144 Pgs.		Each	NA
2.	Address Book (Medium) 144 Pgs.		Each	NA
3.	Address Book (Big) 144 Pgs.		Each	NA
4.	Cello Gel Pen		Each	12
5.	Cello Gel Refill		Each	12
6.	Cello finegrip Refills		Each	12
7.	Alabaster Paper 100 GSM (A/4 Size) (500 Sheets)		Pkt	12
8.	Attendance Register 1Q		Each	18
9.	Battery Cell AA(Duracell)		Set	18
10.	Battery Cell AAA(Duracell)		Set	18
11.	Battery Cells Big(Novino)		Each	18
12.	Binder Clip 15mm		Pkt	18
13.	Binder Clip 19mm		Pkt	18
14.	Binder Clip 25mm		Pkt	18
15.	Binder Clip 32mm		Pkt	18
16.	Binder Clip 41mm		Pkt	18
17.	Binder Clip 51mm		Pkt	18

18.	Baygon Spray – Big Hit Spray		Each	18
19.	Calculator Casio HL 122L 12 Digit		Each	NA
20.	Calculator Casio MJ 100 10 Digit		Each	18
21.	Calculator Casio MJ 120 12 Digit		Each	18
22.	Calculator CT-500 Citizen 10 Digit		Each	18
23.	Calculator CT- 512 Citizen 12 Digit		Each	18
24.	Calculator Scientific Casio		Each	NA
25.	Carbon – Pencil		Box	18
26.	Carbon – Paper		Box	18
27.	CD Empty Cover Single		Each	NA
28.	CD Empty Cover Double		Each	NA
29.	CD Pouch 1 X 80 Rexing		Each	NA
30.	CD Pouch 1 X 40 Rexing		Each	NA
31.	Cellotape Brown Size 2”		Each	18
32.	Cellotape Dispenser (Big)		Each	18
33.	Cellotape Transparent Size 1” X 72”		Each	18
34.	Cellotape Transparent Size Small		Each	18
35.	Clutch Pencils 0.5 mm Camel, Natraj		Each	12
36.	Clutch Pencil Lead 0.5 mm Camel		Each	12
37.	Correction Tape		Set	18
38.	Correction Pen Kores		Each	18
39.	Divider Set 1 to 10		Each	18
40.	Divider Set 1 to 15		Each	18
41.	Divider Set 1 to 20		Each	18
42.	Divider Set 1 to 25		Each	18
43.	Divider Set 1 to 31		Each	18
44.	Divider Set A to Z		Each	18
45.	Executive Bond Paper 80 GSM 500Sheet		Pkt.	18
46.	Fevicol Tube		Each	18
47.	Photo Album Sheet - 5 X 7		Each	NA
48.	File Divider 1/8 Size		Each	18
49.	Glue Stick Kores /Fevicol		Each	18

50.	Glue Tube 30 ml.		Each	18
51.	Glossy Inkjet Photo Paper 220gsm		Each	12
52.	Highlighter Pen Single Kolopick		Each	12
53.	Key Pouch		Each	18
54.	Key Chain 1X20		Each	18
55.	V5 Signature Pen (Pilot Pen)		Each	12
56.	Luxor Micro tip Pen V5		Each	12
57.	Luxor Micro tip Pens (Pilot)		Each	12
58.	Motor Log Book		Each	12
59.	Mouse Pad		Each	18
60.	Note Book 100 Pages Big Jumbo Size		Each	12
61.	Note Book 200 Pages Big Jumbo Size		Each	12
62.	Office letter Acrylic Tray		Each	18
63.	Office Tray Plastic		Each	18
64.	Pen Stand		Each	18
65.	Paper Cutter Small		Each	18
66.	Paper Cutter Big		Each	18
67.	Paper Pencil		Box	12
68.	Pencil Eraser Natraj		Each	5
69.	Pencil Eraser Non Dust		Each	5
70.	Pencil Natraj		Box	12
71.	Pencil Sharpener Omega Big Size Table		Each	18
72.	Pencil Sharpener Small		Each	18
73.	Pencils Cells(Novino)		Each	18
74.	Pin Cushion Magnet		Each	18
75.	Pins 100 gms Small		Pkt	18
76.	Plasking D Ring File ¼ Size 1"		Each	18
77.	Plasking D Ring File F/C Size 1"		Each	18
78.	Plastic Clear Folder 1/4 Size Thick		Each	18
79.	Plastic Clear Folder F/C Size Thick		Each	18
80.	Plastic RC File ¼ Size Thick		Each	18
81.	Plastic Paper Clips 28mm Colour		Box	NA
82.	Plastic Paper Clips 33mm Colour		Box	NA

83.	Plastic Paper Clips 35mm Colour		Box	18
84.	Plastic Smoke Brown File ¼ Size		Each	18
85.	Post It Flag 4 Colour (Corporate)		Each	18
86.	Post It Flag Big (50 pcs)		Each	18
87.	Post It Pad Small (Corporate)		Each	18
88.	Post It Pad 3 x 1(Corporate)		Each	18
89.	Post It Pad 3 x 2(Corporate)		Each	18
90.	Post It Pad 3 x 3(Corporate)		Each	18
91.	Post It Pad 3 x 4(Corporate)		Each	18
92.	Post It Pad 3 x 5(Corporate)		Each	18
93.	Punch Folder 1/4 Thick		Each	18
94.	Punch Folder F/C Thick		Each	18
95.	Punching Machine Large Size 800 Nos. Kangaroo		Each	18
96.	Punching Machine Medium Size 500 Nos. Kangaroo		Each	18
97.	Punching Machine Small Size 280 Nos. Kangaroo		Each	18
98.	Rexine Box File Kangaroo Clip		Each	18
99.	Rexine Conference Folder (with Timex Clip)		Each	18
100.	Rexine Conference Folder (with 2D Ring Clip)		Each	18
101.	Room Freshener		Each	18
102.	Rubber band Box		Box	18
103.	Ruler Plastic 12"		Each	18
104.	Ruled Register 200 Pages		Each	18
105.	Scotch Tape 3m 1"		Each	NA
106.	Scotch Tape 3m 1" Dispensers stand		Each	NA
107.	Scissors Kangaroo Big		Each	18
108.	Scissors Kangaroo Medium		Each	18
109.	Scissors Kangaroo Small		Each	18
110.	Self Ink Rubber Stamp Ink		Each	18
111.	Self Ink Rubber Stamp Refilling		Each	18
112.	Shorthand Book (Big Size)		Each	12

113.	Sketch Pen Luxor Set (1 x 12)		set	12
114.	Sketch Pen Luxor Single		Each	12
115.	Spring File Blue Colour Thick		Each	18
116.	Stamp Pad Medium		Each	18
117.	Stamp Pad Ink Camel		Each	18
118.	Stapler Machine 12 x 17 Large Size(Kangaroo)		Each	18
119.	Stapler Machine 23S x 17 Large Size(Kangaroo)		Each	18
120.	Stapler Machine 23 X13 Large Size(Kangaroo)		Each	18
121.	Stapler Machine 24 x 6 (Kangaroo)		Each	18
122.	Stapler Machine No. 10(Kangaroo)		Each	18
123.	Stapler Pin 12 x 17(Kangaroo)		Each	18
124.	Stapler Pin 23 x 17(Kangaroo)		Each	18
125.	Stapler Pin 23 X 13 (Kangaroo)		Each	18
126.	Stapler Pin 23 x 10(Kangaroo)		Each	18
127.	Stapler Pin 23 x 8(Kangaroo)		Each	18
128.	Stapler Pin 24 x 6(Kangaroo)		Each	18
129.	Stapler Pin No. 10 Single		Each	18
130.	Stapler Pin No. 10 (1 x 20)		Box	18
131.	Stapler Pin No. 24/6 Kangaroo (1 x 20)		Box	18
132.	Stapler Remover(Kangaroo) Small		Each	18
133.	String (Plastic) Roll		Each	18
134.	String (Sutli)		Each	18
135.	Swing Grip File 1/4 Size		Each	18
136.	Visiting Card Album 1/4 A – Z Index (8 pocket)		Each	18
137.	Visiting Card Album F/C A – Z Index (10 pocket) One Thousand Card		Each	18
138.	Visiting Card Album 1/8 A – Z Index (4 pocket)		Each	18
139.	Visiting Card Album Sheets Size 1/4		Each	12
140.	Writing Pads (White & Yellow) 1/4 Full Size(Maruti)		Each	121

141.	Writing Pads (White & Yellow) 1/8 Full Size(Maruti)		Each	12
142.	1Writing Pads Conference Ruled Blue Colour 1/8 Size		Each	12
143.	Writing Pads Spiral No. 5 (80 Pages) (Ajanta)		Each	18
144.	Writing Pads Spiral No. 6 (80 Pages) (Ajanta)		Each	18
145.	Writing Pads Spiral No. 8 (160 Pages) (Ajanta)		Each	18
146.	Writing Pads Spiral No. 8 (80 Pages) (Ajanta)		Each	18
147.	Writing Pads Spiral No. 9 (160 Pages) (Ajanta)		Each	18
148.	Writing Pads Spiral No. 9 (80 Pages) (Ajanta)		Each	18
149.	Writing Pads Spiral Pocket Size(Ajanta)		Each	18
150.	Xerox Paper 80 GSM (A4 Size) 500Sheet(bilt matrix)		Pkt.	12
151.	Xerox Paper 75 GSM (F/C Size)500Sheet		Pkt.	12
152.	Xerox Paper 1/4 Ledger Paper 75 GSM 500Sheet		Pkt.	12
153.	Xerox Paper F/C Ledger Paper 75GSM500Sheet		Pkt.	12
154.	I card plastic cover		Pcs	18
155.	B/W Xerox Copy		Pcs	12
156.	Spiral Binding		Book	12
157.	Foam Tape 1"		Pcs	18
158.	Foam Tape 1.5"		Pcs	18
159.	9V Battery		Pcs	18
160.	Tea Coaster Paper		Pcs	18
161.	Red Gum		Pcs	18
162.	Permanent Marker Pen		Pcs	12
163.	OHP Marker Pen		Pcs	12
164.	Cello/Lexi 5 Pen		Pcs	12

165.	Apsara Long Tip Sharpener		Pcs	12
166.	Fevikwik Big		Pcs	18
167.	Fevikwik Small		Pcs	18
168.	Steel Ruler 12"		Pcs	18
	Total			

Date:

Place:

(Signature of Authorized Person)

Name:.....

Designation:.....

Seal of the Company/Firm/Agency:.....

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the _____ month of 2019, between, on one hand, the President of India acting through Shri Dayanand Shetty (Deputy General Manager), Export-Import Bank of India, Ministry of Finance, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and is represented by Shri _____ (hereinafter called the "Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the **BUYER** proposes to procure (Stationery Items) and the BIDDER/Seller is willing to offer/has offered the same and

WHEREAS the **BIDDER(s)** is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a General Manager, Export-Import Bank of India, Ministry of Finance performing its functions on behalf of the President of India.

NOW, THEREFORE,

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

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

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

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

1. Commitments of the BUYER:

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

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

1.3 All the officials of the BUYER will report to the appropriate Government office to avoid 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 to be reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3. Commitments of BIDDERS

The BIDDER commits himself 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 himself to the following: -

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that they have not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government
- 3.3 BIDDERS shall disclose the name and address of agents and the representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommend

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

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

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

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

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

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

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

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 in India or any Government Department in India 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 reasons.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) Demand Draft or a Bankers' Cheque in favor of M/s. Export – Import Bank of India.
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment. No other mode or through any other instrument except mentioned here is accepted.

5.2 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 BUYER, 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

28 | Page provisions of Sanctions for Violation shall be applicable for forfeiture of

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

5.4 No interest shall be payable by the BUYER 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 any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments; already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (xi)

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

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the

BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

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 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 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 BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given below).

1.) Shri Debabrata Sarkar Ex-CMD, Union Bank of India Mayfair Boulevard (Narayan Apartment) Flat No.701, Main Avenue Road Santacruz (West) Mumbai – 400054 Email: dsarkar53@gmail.com Mobile: 08879684000	2.) Shri S K Goel Ex-CMD, IIFCL A-15/11, 1st Floor Above Andhra Bank Sector-44 Market Sector-44, Noida -201301 Email: subodhgoel22@gmail.com Mobile: 09650867778
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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 BUYER.

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

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

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / 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 BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

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

BUYER.

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

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.

The parties hereby sign this Integrity Pact at _____ on

BUYER

BIDDER

Mr. Dayanand Shetty Deputy General Manager Export-Import
Bank of India

Ministry of Finance

Witness

Witness

1. _____

1. _____

2. _____

2. _____

Mr./Ms. _____ Chief Executive Officer/ MD/
Director _____