



**Reserve Bank of India
Human Resource Management Department
Central Office, Mumbai – 400 001**

TENDER NOTICE

Printing and Supply of Bank's inhouse Journal "Without Reserve" - Empanelment for the period 2023-2025 and price bid for the year 2023.

Human Resource Management Department (HRMD), Central Office, Reserve Bank of India (RBI), Shahid Bhagat Singh Marg, Fort, Mumbai – 400 001 invites bids through e-Tendering process from **eligible, reputed Printers located in Mumbai Metropolitan Region** for Printing and Supply of Bank's inhouse Journal "Without Reserve" - Empanelment for the period 2023-2025 and price bid for the year 2023. Printers intending to participate in the tendering process should submit bids online as per the Tender document, which may be downloaded from RBI website (<https://rbi.org.in>) and MSTC website <http://www.mstcecommerce.com/eprochome/RBI>. **The tender document shall not be issued by any other means under any circumstances whatsoever.** Corrigenda or clarifications, if any, shall be hosted on the above-mentioned websites only.

Bank reserves the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons therefor.

Last date for submission of tender: 1100 hrs on December 09, 2022.

CGM-in-Charge

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SCHEDULE OF TENDER (SOT)

1	E-Tender No. / Event No.	RBI/CentralOffice/HRMD/5/22-23/ET/417
2	Mode of Tender	<p>e-Procurement System (online submission of) bid through http://www.mstcecommerce.com/eprochome/mstc</p> <p>The bidders, who intend to bid, are required to submit their offer electronically through this e-tendering portal.</p> <p>No physical bid would be accepted by RBI.</p>
3	Date of publication of e-Tender through Procurement Portal	1100 hrs on November 18, 2022
4	Date of availability of NIT to the bidders for downloading	1100 hrs on November 18, 2022
5	Date of Starting of e-Tender for submission of Online bids at	1100 hrs on November 18, 2022
	http://www.mstcecommerce.com/eprochome/mstc	
6	Date and time of closing of Online e-tender for submission of bids	1100 hrs on December 09, 2022
7	Date and time of opening of technical bids	1500 hrs on December 09, 2022
8	Date and time of opening price bid	Price bids of eligible parties would be opened on a subsequent date after giving notice to the eligible bidder/s.
9	Earnest Money Deposit (EMD)	<p>An amount of ₹5,00,000/- (Rupees Five lakhs only) may be transferred by NEFT on or before closing of the tender submission time i.e., 1100 hrs on December 09, 2022.</p> <p>The NEFT details are as below: Name of beneficiary: Reserve Bank of India. IFSC Code: RBIS0COD001 (the 5th, 9th and</p>

		<p>10th characters are zero, 7th character is alphabet O)</p> <p>Account Number: 186003001</p> <p>Once the amount is transferred, the UTR details may be shared as per prescribed format in the tender document. EMD of unsuccessful bidders would be returned within 15 days of bid opening. No interest would be payable on the EMD.</p> <p>Non-Payment of EMD will render the bids concerned non-responsive and such bids will be rejected.</p>
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Important instructions for e-tender

Bidders are requested to read the terms and conditions of this tender carefully before submitting online tender.

S.No.	Process
1	<p>Process of e-tender :</p> <p>A) Registration: The process involves bidder's registration with MSTC e-procurement portal which is free of cost. Only after registration, the bidder (s) can submit his/her/their bids electronically. Electronic Bidding for submission of bids will be done over the internet. The bidder should possess Class III signing type digital certificate. Bidders are to make their own arrangements for bidding from a computer connected with Internet. RBI/MSTC is not responsible for making such arrangements. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/rbi</p> <p>1). Bidders are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Government Departments → Select RBI Logo-Register as Vendor -- Filling up details and creating own user id and password→Submit.</p> <p>2). Bidders will receive a system generated mail confirming his/her/their registration through email which has/have been provided during filling the registration form. In case of any clarification, please contact RBI/MSTC (before the scheduled time of the e-tender).</p> <p>Contact person (RBI):</p> <ol style="list-style-type: none">1. Smt. Dipin Guram, Deputy General Manager at 022 – 22610360 (dipinguram@rbi.org.in)2. Ms. Jharana Murmu, Manager at 022-22610387 (jharanam@rbi.org.in)3. Shri Kuldip Suryawanshi, Assistant, Mob-8806201803 (kuldipsuryawanshi@rbi.org.in)

Contact person (MSTC Ltd):

MSTC Help Desk Team at Kolkata: IVRS - 07969066600

Email id- helpdeskho@mstcindia.in

MSTC Help desk number Team at Delhi: 011-23212357, 011-23217850

011- 23215163

Email id- helpdesknro@mstcindia.in

Availability of Help Desk: 9:30 AM to 5:00 PM on all working days.

1. Ms. Archana Juneja, Deputy Manager

Mobile no.- 9990673698

Email id - archana@mstcindia.co.in

2. Smt. Unneti Saini, Deputy Manager

Mobile no.- 7471118456

Email id - unneti@mstcindia.co.in

3. Shri Setu Dutt Sharma, Manager

Mobile no.- 7878055855

Email ID - sdsharma@mstcindia.co.in

Centralised helpdesk for vendors: 033-22901004

Helpdesk at MSTC Mumbai for vendors: 022-22870471 / 22886266

B) System Requirement:

i) Windows 7 or above Operating System

ii) IE-7 and above Internet browser

iii) Signing type digital signature

iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.

To disable "Protected Mode" for DSC to appear in the signer box following settings may be applied:-

Tools => Internet Options => Security => Disable protected Mode If enabled-
i.e.,

Remove the tick from the tick box mentioning "Enable Protected Mode"

	<p>☐ Other Settings:</p> <p>Tools => Internet Options => General => Click On Settings under “Browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.</p> <p>To enable ALL active X controls and disable ‘use pop up blocker’ under Tools → Internet Options → custom level (Please run IE settings from the page www.mstcecommerce.com once).</p>
2	<p>The bids shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi. Tenders will be opened electronically on specified date and time as given in the Schedule of Tender.</p>
3	<p>All entries in the tender should be entered online in the given formats without any ambiguity.</p>
4	<p>Special Note towards Transaction Fee:</p> <p>The bidders shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the bidder login. The bidders have to select the particular tender from the event dropdown box. The bidder shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the bidder shall generate a challan by filling up a form. The bidder shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the bidder shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the bidder shall be receiving a system generated mail.</p> <p>Transaction fee is non-refundable.</p> <p>A bidder will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>NOTE:</p> <p>Bidders are advised to remit the transaction fee well in advance, before the closing time of the event, so as to give themselves sufficient time to submit the bid.</p>
5	<p>Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence, bidders are required to ensure that their corporate email id provided is valid and updated at the time of registration of bidder</p>

	<p>with MSTC.</p> <p>Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
6	E-tender cannot be accessed after the due date and time mentioned in the notice for this tender.
7	<p>Bidding in e-tender :</p> <p>a) Bidder(s) need to submit necessary EMD and Transaction fees to be eligible to bid online in the e-tender. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded/returned.</p> <p>b) The process involves Electronic Bidding for submission of the bid.</p> <p>c) The bidder(s) who have submitted transaction fee can only submit their Price bid through internet in MSTC website www.mstcecommerce.com → e-procurement →PSU/Government Departments → Login under RBI→ My Menu→ Auction Floor Manager→ Live Event →Selection of the live event.</p> <p>d) The bidder should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Price bid. If this application is not run then the bidder will not be able to save/submit the Price bid.</p> <p>e) After filling the Technical bid, bidder should click 'save' for recording their Price bid. Once the same is done, the Price bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their Price bid. Then once both the Technical bid & Price bid have been saved, the bidder can click on the "Final submission" button to register their bid.</p> <p>f) Bidders are instructed to use "Attach Doc button" to upload documents. Multiple documents can be uploaded.</p> <p>g) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>h) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned in the SOT.</p> <p>j) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the RBI will form a binding contract between RBI and the</p>

	<p>Bidder for execution of the job.</p> <p>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>l) RBI reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>m) No deviation of the terms and conditions of the tender document is acceptable.</p> <p>n) Submission of bid in the e-tender floor by any bidder confirms the acceptance of terms & conditions for the tender by him/her.</p>
8	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9	No deviation to the commercial terms & conditions are allowed.
10	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
11	Bidders are requested to read the bidder guide and see the video available on the MSTC website.

Printing and Supply of Bank's inhouse Journal "Without Reserve" - Empanelment for the period 2023-2025 and price bid for the year 2023.

The Reserve Bank of India (hereinafter referred to as "the Bank") intends to prepare a panel of reputed printers / suppliers of Bank's inhouse Journal "Without Reserve" as per specifications given by the Bank.

The Human Resource Management Department (HRMD, hereinafter referred to as "the Department") (Without Reserve Section), Reserve Bank of India, Central Office, Shahid Bhagat Singh Marg, Fort, Mumbai – 400 001 invites online tenders from **eligible, reputed Printers located in Mumbai Metropolitan Region and Navi Mumbai** for printing and supply of Bank's inhouse Journal "Without Reserve" - Empanelment for the period 2023-2025 and price bid for the year 2023. The panel will be valid for the calendar years 2023, 2024 and 2025. E-price bids for Printing and Supply of Bank's inhouse Journal for a given calendar year will be invited from the empanelled printers / suppliers. The work for each calendar year shall be awarded to the successful bidder and shall involve printing and supply of 4 issues of the Bank's inhouse Journal at quarterly intervals from January to December.

A. Eligibility criteria

- i) The Bidder should be a registered firm/concern or a company located within the Mumbai Metropolitan Region and Navi Mumbai.
- ii) The Bidder should have a valid Factory License. Copy of factory license to be attached.
- iii) The Bidder should have, as on September 01, 2022, an experience of at least 3 years in the work of printing inhouse journals containing text write-up, photographs of high quality etc.
- iv) The annual revenue of the Bidder should be **at least ₹1 crore** during at least 2 of the 3 preceding financial years. Copies of audited statements in support of the claim to be attached.
- v) The Bidder should have made a profit in **at least 2 of the last 3 financial years** ending March 31, 2022.
- vi) The Bidder should have executed, since 01.01.2019, at least two tenders of similar nature (printing of magazines/ journals) with each of them amounting **₹10 lakh or above**.

vii) The Bidder should have full in-house Desk Top Publishing (DTP) set-up. The Bidder should have latest version of Computers along with laser-jet colour printers and complete in-house printing facilities, to handle the job independently besides high-speed Internet Connectivity.

viii) **Printing in English and other languages**

The Bidder should have the capability to print publications in English, Hindi as also other major Indian languages. For this, the Bidder is required to have appropriate latest software and computer capability. The Bidder would also have to ensure that computer operators adequately proficient in both Hindi and English are available with the Bidder for speedy and timely completion of the work.

ix) The Bidder should not have been blacklisted/delisted by any Government or Private Organization at any time since 01.01.2019.

x) Owner/Proprietor/Director of the company/firm should not be related to present/erstwhile Owner/Proprietor/Director of a company/firm blacklisted/delisted anytime since 01.01.2019.

Suitable documentary evidence should be submitted with the application in support of the above, such as copy of work orders executed, CA certificate/audited annual accounts, certificate on company/firm letter head certifying that firm has not been blacklisted/debarred, etc.

B. General Instructions, terms and conditions

The panel will remain in force for "Without Reserve" publication related to three years from January 01, 2023. All terms and conditions under this section will be binding on the bidders.

1. The following criteria will be binding on all the bidders:

- a) Bidders are required to comply with the standard KYC Norms and should upload copies of the registered Address Proof, Proof of Incorporation etc. and other details required as detailed in [Annex I](#).
- b) The application form shall be signed on behalf of the Bidder by a person who is duly authorized to do so.
- c) Bid containing false or incomplete information/supporting documents is liable for rejection. Decision of the Bank to call for additional information or reject the bid would be final and not subject to any correspondence in the matter.
- d) The Bank reserves the right to reject any or all the bids without assigning any reason

- thereof.
- e) Decision of the Bank in regard to selection of bidders for empanelment will be final and binding.
 - f) Information furnished in the prescribed application form and supporting documents will be kept confidential.
 - g) Each part of the bid viz. (i) Bidder Information and (ii) Terms and Conditions of the Tender (iii) Certificate of Acceptance should be signed by the authorised signatory on behalf of the Bidder.

2. Specifications of the publication

The details of publication for which the tender relates are as given below:

- i. Size: 8.00" x 10.50" (closed)
- ii. Pages: 128 pages (+/- 16 pages) not including cover page
- iii. Inside paper :80 gsm Light Weight Coated Paper
- iv. Inside colour: 4 + 4
- v. Cover: 210 gsm Sinarmas Art Card
- vi. Colour: 4 + 4
- vii. Lamination: Matt
- viii. Binding: Perfect
- ix. Copies: 14,000 (with a margin of +/- 10%)
- x. Frequency: Quarterly
- xi. Delivery of copies of the publications: Advance copies (50) shall be delivered by the vendor within 5 working days of issue of final strike order by the Bank and the rest within 2 days of delivery of advance copies.
- xii. Distribution of copies of the publications within Mumbai and Navi Mumbai: Local delivery within Mumbai and Navi Mumbai will be free of charge.
- xiii. Dispatch of copies of the publications at Bank centres other than Mumbai and Navi Mumbai: The dispatch of bulk copies of the publications to Bank's centres other than Mumbai and Navi Mumbai will be reimbursed on actual basis only on production of Proof of delivery in support of the same.

3. Tender Document

The bidders intending to bid for the above printing job shall submit bids online as per this Tender Document. The Tender Document can be downloaded from <http://www.mstcecommerce.com/eprochome/RBI> and/or <https://rbi.org.in>. Tender Document shall **not** be issued by any other means under any circumstance whatsoever and no correspondence will be entertained in this regard.

4. Previous copies of the Publication

The Publication, the number of copies and other details of which the tender is called for are furnished in Paragraph 2 above. However, the publication and details given in paragraph 2 are only indicative and liable to be varied by the Bank as per its requirements. Previous copies of the Publication are available for perusal with the Human Resource Management Department, Reserve Bank of India, Central Office, Shahid Bhagat Singh Marg, Fort, Mumbai –400 001.

5. Earnest Money Deposit

Payment of an amount of ₹5,00,000/- (Rupees Five Lakh only) towards EMD may be made by NEFT as per details given in Sr no.9 of Schedule of Tender (SOT).

- a) The EMD of bidders who have not been empanelled, will be returned within 15 working days from the date of opening of the Technical Bids. No interest shall be paid on the EMD.
- b) The EMD of empanelled bidders, who have not been finally selected for the printing and supply work for 2023, shall be returned within 15 working days from the date of opening of the Price bids. No interest will be paid on the EMD.
- c) In the case of the successful bidder, the EMD shall be treated as Security Deposit and will be retained till satisfactory completion of the contract. No interest shall be payable on Security Deposit.
- d) Bank NEFT details for return of EMD should be submitted as per proforma in [Annex-I](#).
- e) **Forfeiture of Security Deposit**
In case the selected vendor is not able to execute the assigned job of printing, supply and distribution of copies in full or part thereof or withdraws before termination of the contract period, the Security Deposit may be forfeited in full. The decision of the Bank in this regard will be final.
- f) The Technical Bid ([Annex I](#)) of only those bidders, whose EMD has been received will be opened. Bids of bidders who have not submitted EMD will be treated as unresponsive and will be summarily rejected.

6. Technical Bid Opening

The Technical Bid ([Annex I](#)) of only those bidders, whose EMD has been received will be opened at 1500 hrs on December 09, 2022.

7. Price Bid Opening

The Price Bid of only those bidders who have been found fit to be empanelled will be opened as per schedule to be intimated in advance to all Parties concerned. Price Bids, which are not as per [Annex II](#) or incomplete in any respect, shall be summarily rejected.

8. In the event of any unforeseen closure of work/ holiday on any of the above tender opening days, the tender will be opened on the next working day.

9. Filling up the tender

The Tender should be filled carefully and strictly as per instructions. Tenders that do not contain all the information/documents called for in [Annexes I, II](#) and [III](#) are **liable to be rejected**.

10. Bidder's Terms and Conditions -Non-Applicability

Any terms and conditions stipulated by the bidders in the Tender shall not be considered as forming part of their tender offer.

11. The bidder should ensure that they meet all the eligibility/pre-qualification criteria given in the tender document before submitting the tender. Selection of the bidder will be strictly on the basis of competence and previous experience in executing similar kind of printing work of prescribed volume.

12. Validity

The panel shall remain valid for a period of three years (2023-2025) subject to periodical review of performance as specified. Successful bidders shall be intimated once the empanelment process is completed duly indicating period of validity.

13. For subsequent years i.e., for the year 2024 and 2025 the order for printing and supply of the journal will be placed with one of the empanelled vendors after inviting price bids from all the empanelled vendors.

14. Removal from the Panel

Names of the vendors may be removed from the approved panel in the event of occurrence of any one or more of the failures on their part, as detailed below-

- Failure to respond to the call notice inviting quotes for printing of the journal for any year covered under the present tender.

- Failure to perform as per the requirements of any awarded work/contract, persistent violation of any of the important conditions of the contract/work like maintaining time schedule and business dealings, etc.
- Failure to abide by the condition of registration/empanelment or being found to have given false particulars at the time of registration/empanelment.
- Vendor is declared or is in process of being declared bankrupt/insolvent, wound up, dissolved or partitioned.

15. Advance Payment

No advance payment shall be made for the printing job.

16. Payment terms

Payments shall be made only after compliance with the terms and conditions specified in tender document and delivery of all copies of the Publication to the Bank in good condition and to the complete satisfaction of the Bank.

17. Size of Publications

The vendor should ensure that the specification regarding the size of the Publication is strictly adhered to. Failure to do so may attract a **penalty up to 3 per cent of the total bill amount of the publication concerned.**

18. Quality of Paper

The vendor is required to certify separately in the bill that the paper used for printing the journal is as per the Bank's Tender specifications. In case it is found that the paper quality used, even for a single copy, is not as per specifications prescribed in the tender, **5 per cent of the total bill amount** shall be deducted from the bill as penalty.

19. Defective/Inferior Quality Copies-Rejection

Printed copies, with defective printing or of inferior quality cover page/paper/impressions/binding, or not as per approved design shall be rejected and shall have to be replaced immediately by the vendor at his own cost.

20. Time Schedule

Strict adherence to time schedule in respect of publication of the inhouse Journal may be maintained by the vendor. In case of failure to adhere to the time schedule indicated, the Bank will have the option **to impose penalty at the rate of 2.5 per cent of the total bill amount for each week's delay or part thereof, subject to a maximum of 10 per cent of the total bill.** The amount of penalty so imposed will be deducted from the bill presented by the vendor. The decision of the Bank in this regard will be final.

21. Recovery towards short supplies/damaged supplies

In case of short supplies / damaged supplies, recovery towards such short supplies / damaged supplies will be made from the payment due to the vendor. Recovery will be calculated as per the quoted price of the journal. In addition, the vendor shall also be liable to pay damages and compensation, as decided by the Bank, for the loss of image and goodwill of the Bank, which would be a sum up to 10% of the total order value. Further, the Bank, after providing reasonable opportunity to the vendor to present his case, may decide to delist the vendor concerned from the panel and the decision of the Bank shall be final and binding on the vendor.

22. Distribution of Copies among Bank's Offices in Mumbai and Navi Mumbai

It shall be the responsibility of the vendor to distribute the bulk copies of the publications to all the Bank's Offices in Mumbai and Navi Mumbai as per list given by the Bank. Delivery in Mumbai and Navi Mumbai will have to be made free of cost.

23. Dispatch of Publications to Bank's centres other than Mumbai and Navi Mumbai

The vendor shall arrange for dispatch of bulk copies to all other centres of the Bank as per the list supplied by the Bank. **Courier charges for Bank's centres other than Mumbai and Navi Mumbai will be reimbursed on actual basis only on production of Proof of delivery in support of the same.** Reputed courier service should be used by the vendor for dispatch of bulk copies of the publications to other centres after consultation with the Bank. **No other charges such as forwarding fees, handling charges, etc. will be paid by the Bank.**

24. Confidentiality

All the material sent to the vendor shall be treated as confidential and should not be disclosed in any manner to any unauthorised person under any circumstances during or after the expiry of the contract.

25. Applicability of Income Tax

In pursuance of the provisions of Section 194C of Income Tax Act, it is obligatory upon the Bank to deduct tax at the applicable rate on the amount payable under contract to any person providing service to the Bank. If the applicable tax is not payable by the vendor, he may produce the required certificate of exemption from the ITO of the circle for each publication separately. The Bank shall also deduct any other taxes from the bill as may be applicable at the time of making payment.

26. GST

No additional payment, other than GST will be payable by the Bank for printing and supply of the journal.

27. Acceptance of Terms and Conditions

The bidder should specifically mention (as per format in [Annex III](#)) that all the terms and conditions described in this tender document, including the penalty clauses, are unconditionally acceptable.

28. Rejection of bids

The Bank shall be under no obligation to accept the lowest or any other bid received in response to this tender notice and shall be entitled to reject any or all bids received without assigning any reason whatsoever.

29. Incomplete Quotations/Tender Bids

Tenders that do not contain all the information called for are liable to be rejected.

30. Price Escalation

All prices quoted by the bidder should be in Indian Rupees. These would be final and binding on them for the period covered under the Price Bid.

31. Contract Termination/Splitting/Rejection

The Reserve Bank reserves the right to terminate the contract, split orders, accept or reject any quotation, alter any or all of the terms and conditions any time if the execution of work is unsatisfactory or if the time schedule is not strictly adhered to. The decision of the Bank in respect of evaluation of bids and/or award of contract shall be final.

32. Authorized Officer

The Chief General Manager–in-Charge, Human Resource Management Department, Reserve Bank of India, Central Office, Mumbai shall be the authorized officer with regard to the contract. The decision of the authorized officer shall be final and binding on the bidders. The authorized officer shall hold all the meetings at Mumbai only.

33. Exclusion of Quotation

Any attempt to negotiate directly or indirectly on the part of bidder with any official of the Bank to influence the acceptance of quotation by any means shall render the quotation liable for exclusion from consideration.

34. The Bank reserves the right to reject any or all the bids without assigning any reason thereof.

35. Force Majeure

The vendor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, 'Force Majeure' means an event beyond the control of the vendor and not involving the vendor's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, fires, floods and freight embargoes. **If a Force Majeure situation arises, the vendor shall promptly notify the Bank in writing of such conditions and the cause thereof. Unless otherwise directed by the Bank in writing, the vendor shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.** In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. **If the duration of delay continues beyond a period of 45 days, Reserve Bank of India and the vendor shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding the above, the decision of the Bank shall be final and binding on the vendor.**

36. Non-Disclosure Clause

All the material sent to the vendor shall be treated as confidential and should not be disclosed in any manner to any unauthorised person under any circumstances. The vendor and their personnel shall not, either during the term or after expiration of this contract, disclose any information relating to the services, agreement or Bank's functions or operations without the prior written consent. The vendor acknowledges that all materials and information which has or will come into its possession or knowledge in connection with this Agreement or the performance hereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to the Bank, will at all times be held by it in the strictest confidence and it shall not make use thereof other than for the performance of its obligations described in the Agreement and to release it only to employees requiring such information for the purpose of performing obligations described herein and not to any other party. The vendor shall indemnify the Bank or any loss suffered by the Bank as a result of disclosure of any confidential information. Failure to observe the above

shall be treated as breach of contract on the part of the vendor and the Bank shall be entitled to claim damages and pursue legal remedies.

37. Provisions pertaining to sexual harassment

- a) The vendor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the vendor and the vendor shall ensure appropriate action under the said Act in respect to the complaint."
- b) Any complaint of sexual harassment from any aggrieved employee of the vendor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c) The vendor shall be responsible for any monetary compensation that may need to be paid in case that incident involves the employee of the vendor, for instance any monetary relief to the Bank's employee, if sexual violence by the employee of the vendor is proved.
- d) The vendor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
- e) The vendor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

38. Dispute Resolution

The Bank and the vendor shall make every effort to resolve amicably, by direct informal negotiations, in case of any disagreement or dispute arising between them in connection with the contract. In case of any unsettled disputes, the same shall be referred to the sole Arbitrator appointed by the CGM-in-Charge, HRMD, CO, Reserve Bank of India, Mumbai – 400 001 and the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time shall be applicable to such proceedings. The vendor has no objection to any such appointment to the effect that the Arbitrator so appointed is the Bank's own Officer or that he was a part to the Contract or that he had to deal with matters which relate to this arrangement or that in the course of this duties as such Officer he had expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator so appointed shall be final and binding on both the parties in regard to such dispute or disputes. The arbitration proceedings shall take place at Mumbai only. The provision of Arbitration and Conciliation Act 1996 and the rules framed thereunder and in force shall be applicable to such proceedings.

39. Jurisdiction of Courts in case of dispute

All matters and disputes arising from, relating to or concerning the contract shall be subject to the jurisdiction of the courts at Mumbai.

40. The clarifications / interpretations provided by the Bank shall be final.

41. Supply of Digital Proof and Advance Copies

After receiving the design of the Magazine from the Bank, the Vendor should **submit digital proof of the Magazine (two copies) in bound condition on the next working day.** Changes, if any, in the digital proof, as suggested by the Bank, should be carried out expeditiously and confirmation thereof forwarded to the Bank. Thereafter, once the final strike order is given by the Bank, printing should commence and advance copies of the publication (50 in number) should be delivered **within five working days. Rest of the copies should be delivered within two working days from the delivery of the advance copies.**

42. Successful bidder would also have to sign a formal contract of agreement with the Bank on stamp paper of requisite denomination for undertaking the work.

43. If considered necessary, Bank shall depute an Officer/team of Officers for inspection of the press/office of the bidders proposed to be empanelled.

I/We have read and understood all the above General instructions, Terms and Conditions, and shall comply with them.

Date:

Place:

Signature of authorised signatory with seal of the firm / company

Contact details for seeking clarifications

1. Smt. Dipin Guram, Deputy General Manager at 022-22610360
2. Ms. Jharana Murmu, Manager at 022-22610387
3. Shri Kuldip Suryawanshi, Assistant, Mob- 8806201803

Annex I

RESERVE BANK OF INDIA'S INHOUSE JOURNAL "WITHOUT RESERVE"

Part 1: Technical Bid

Bidder Information:

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information (All documents to be uploaded).

1.	Organization /Company/Firm Name :
2.	Type of organization, whether : Proprietorship, Partnership, public/ private limited company etc.
3.	Registration Number, Date of : Registration and Registration Authority (please attach copy of certificate of registration)
4.	Experience (in years) of printing : inhouse journals/magazines, etc. (should be minimum 3 years as on September 01, 2022) (Self certificate and copies of work orders evidencing the same may be attached)
5.	Factory License Number (please : attach copy of valid factory license)
6.	Contact details including address of : registered office for communication, phone number(s) and email ID (Include copy of Address proof)
7.	Annual Revenue to be minimum ₹1 crore per year for at least 2 of the : last 3 financial years (please attach CA certificate/audited documents in support of claim)

8.	Profit of the company/firm (Audited) (not of group) (CA certified or audited copy of P/L statement to be furnished for each of the year)	F.Y. 2019-20	F.Y. 2020-21	F.Y. 2021-22
9.	Details of two previous work orders regarding printing of inhouse journals/magazines amounting to ₹10 lakh or more each executed after 01.01.2019. (please attach copy of work orders)			
10.	Solvency certificate for at least ₹.25.00 lakh issued on or after date of tender notification (please attach copy)			
11.	Company/Firm's current major clients (up to 3) (Attach copy of Work orders/Agreements)			
12.	Whether full in-house Desk Top Publishing (DTP) set-up, latest version of Computers along with laser-jet colour printers and complete in-house printing facilities, lamination facilities besides high-speed Internet Connectivity, available (Please indicate Yes/ No)			
13.	Whether facilities/arrangements for distributing copies of the publication in Mumbai city and Navi Mumbai available (Please indicate Yes / No)			
14.	An amount of ₹5,00,000/- (Rupees Five lakh only) transferred by NEFT towards EMD-Yes/No (Please mention UTR No).			

15.	GST Number (Attach copy of GST Registration) : Income Tax Number (PAN) (Attach copy of PAN Card)
16.	Name of Proprietor/Partners/Directors :
17.	Whether de-barred / delisted from any contract / panel at any time since 01.04.2019 (Yes / No) :
18.	Whether any of those mentioned at point 16 above have been associated with a company/firm blacklisted/delisted anytime since 01.01.2019 (Yes / No) :
19.	Bank details for EMD return Account No.- Account Type (SB / CC / OD / Others)- IFSC Code- : Bank name- Branch name and address-

Annex II

RESERVE BANK OF INDIA'S INHOUSE JOURNAL "WITHOUT RESERVE"

Part 2: Price Bid

Note: All figures to be in Indian rupees (**exclusive of GST**)

Sr. No.	Rate per copy in ₹* (A)	Total cost for 14000 (+/- 10%) copies in ₹** [A x 14000]
1		

* Rate for printing 128+/- 16 pages including cost of Paper (80 gsm Light Weight Coated Paper)*+ Cover with Perfect Binding (210 gsm Sinarmas Art Card)+ Other charges, if any.

** Number of copies can vary between 14,000+/- 10%. Payment to be made depends upon actual number of copies printed in this range.

Note:

- a) The rates quoted should be exclusive of GST. No additional payment other than GST will be payable by the Bank.
- b) Any deviation in furnishing the quotes, as directed, would make the bid liable for rejection by the Bank and the Bank's decision in this regard shall be final and binding on the bidder.
- c) In case of arithmetic error in quotation submitted by the bidder, the rate per copy quoted will be considered as the basis for calculating total cost.
- d) The rate per copy should be indicated after taking into account all costs and all discounts. Any discounts indicated separately may not be considered while evaluating the tender. The decision of the Bank in this regard will be final.
- e) Courier charges for centres outside Mumbai and Navi Mumbai will be paid separately as per actuals.
- f) No charges shall be made towards delivery in Mumbai and Navi Mumbai.

Annex III

RESERVE BANK OF INDIA'S INHOUSE JOURNAL "WITHOUT RESERVE"

Certificate of Acceptance of terms and conditions
on Company/firm letterhead

“Certified that we have read and understood all the terms and conditions in the Tender Document titled ‘Printing and Supply of Bank’s inhouse Journal “Without Reserve” - Empanelment for the period 2023-2025 and price bid for the year 2023’ and that our company/firm, namely, do hereby unconditionally accept all the Term and Conditions set out in the Tender Document including the penalty clauses therein.

It is further certified that no employee of the Reserve Bank of India or any of his / her family member(s) holds / hold interest in the Company.”

Date:

Signature of Authorised Signatory

Place:

(Name of company/firm)

Seal of Company/firm
