



बैंक ऑफ महाराष्ट्र  
Bank of Maharashtra  
भारत सरकार का उद्यम  
एक परिवार एक बैंक

# **BANK OF MAHARASHTRA**

LOKMNAGAL, 1501, SHIVAJINAGAR,  
PUNE-411 005

## **REQUEST FOR PROPOSAL**

**“Tender for the supply of Personalized Welcome Kits to the Employees of Bank of Maharashtra”**

**Tender No : AX1/CSD/STN/Perso Welcome Kit**

**GeM Bid No : GEM/2024/B/4928841**

**Date of Issue : 09/05/2024**

**Last date of submission : 22/05/2024 till 3:00 PM**

**Last date & time for  
Submission of Pre Bid Queries : 15/05/2024 upto 4.00 PM**

**Date of Pre Bid Meeting : 16/05/2024, 3.00 PM**

**Date of Opening of Technical Bid : 22/05/2024, 3.30 PM**

**Date of opening of Financial Bid : Shall be communicated separately**

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# TECHNICAL BID: VOL-I

	<p><b>बैंक ऑफ महाराष्ट्र</b> <b>Bank of Maharashtra</b> भारत सरकार का उद्यम <b>एक परिवार एक बैंक</b></p>	<p>निगमित सेवाएं विभाग <b>Corporate Services Department</b> प्रधान कार्यालय: लोकमंगल, 1501, शिवाजीनगर, पुणे-5 <b>Head Office: LOKMANGAL, 1501, SHIVAJINAGAR, PUNE-5</b> टेलीफोन/TELE: <b>020-25614331</b> ई-मेल/e-mail: <a href="mailto:cmcs@mahabank.co.in">cmcs@mahabank.co.in</a></p>	
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Tender No. **AX1/CSD/STN/Person. Welcome Kit**

Dt.09/05/2024

### A. NOTICE INVITING TENDER (NIT)

1. Bank of Maharashtra invites applications for “**Tender for the supply of Personalized Welcome Kits to the Employees of Bank of Maharashtra**” - to print and supply of personalized welcome kit with Bank’s specification.
2. The tender document may be downloaded from the Bank’s Website; [www.bankofmaharashtra.in/tenders](http://www.bankofmaharashtra.in/tenders) .
3. **Bid Calendar for the RFP (Important dates) is follows :**

Sr.No.	Description	Details
1	RFP / Tender reference No	<b>AX1/CSD/STN/Person Welcome Kit</b>
	GeM Bid No	<b>GEM/2024/B/4928841</b>
2	Date of issue	09/05/2024
3	Tender fees	Not Applicable
	Tender Mode	<b>Tender will be floated online on GeM portal only.</b> Any publication related to this RFP viz. tender document, advertise, corrigendum / clarifications will be floated on GeM portal & Bank’s website only.
4	Queries to be mailed by	Authorized representative of bidder with authorization letter should send the queries.
5	Queries to be mailed to	<a href="mailto:cmcs@mahabank.co.in">cmcs@mahabank.co.in</a> , <a href="mailto:bomcoocs@mahabank.co.in">bomcoocs@mahabank.co.in</a>
6	Last date & time for submission of pre bid queries	15/05/2024 upto 4.00 pm
7	Date, time & location of Pre Bid meeting	16/05/2024, 3.00 PM at “Bank of Maharashtra, 1 <sup>st</sup> floor, Corporate Service Department, 1501, “Lokmangal” Shivajinagar, Pune 411005.”  Only one Authorized representative of bidder should participate in In Pre bid Meeting with authorization letter
8	Date, time & location of opening Technical Bid	22/05/2024, 3.30 PM at “Bank of Maharashtra, 1 <sup>st</sup> floor, Corporate Service Department, 1501, “Lokmangal” Shivajinagar, Pune 411005.”
9	Date of opening Financial Bid	As per the procedure of GeM Portal,
10	Performance Security Deposit	5% of the Total Contract value in the form of performance Bank Guarantee / Demand Draft.

4. No addition or alterations shall be made in the Specifications, the conditions of contract and the tender by the Bidder and, if made, such tender is liable to be rejected. In case of the successful tender, any such additions and alterations made by the Bidder will be treated as null and void. Conditional tenders will be summarily rejected.
5. The last date of submission of tender shall 22/05/2024 (up to 03:00 PM).
6. **Pre-bid meeting is arranged on 16/05/2024 at 3.00 PM. at Bank Of Maharashtra, Corporate Services Dept., 1501,Lokmangal, Head Office,Shivajinagar, Pune.**  
All the queries related to product specification, printing, manufacturing and supply will be discussed during the pre bid meeting only and no separate discussion will be carried out. Also bank will display the sample product to the interested bidders during pre-bid meeting only.  
The bidders are requested to get the signature of Bank's official on format provided in Annexure – V (Visit report to bank to understand the product) and upload the same along with tender Document in technical bid on GeM Portal.
7. **Bank reserves all the right to reject or accept any one, or reject all tenders without assigning any reasons whatsoever.**
8. **Performance Security Deposit** - Bidder has to submit Bid Securing Declaration Form as per Annexure-IV of the tender.
9. **Rates** : All the rates quoted in the tender shall be adhering to GEM norms i.e. inclusive of all the taxes, duties, GST, Transport, Octroi and delivery to our Bank's Zones across pan India.
10. The Bidder whose tender has been accepted shall within (07) seven days of the intimation of acceptance of tender, execute the agreement on stamp paper of required value and submit the performance Bank Guarantee.
11. The bidder shall attach copy of RTGS details of his firm/company.
12. This tender notice (including page no. from 01 to 60) shall form part of the contract.
13. **Tender Validity** : Validity of tender will be 180 days from the opening of tender.
14. **PROCEDURE FOR SUBMITTING TENDERS: -**
  - i. The tender is conducted on two bid system i.e. Technical & Commercial though GEM Portal Only.
  - ii. All tender papers should be duly signed by authorized representative.
  - iii. The entire Tender document along with Tender Form, all the annexures, undertakings, Visit report dully filled-in, signed and stamped should be addressed to "Assistant General Manager, Corporate Services Department, 1501 Lokmanagal, Shivajinagar, Pune – 05". The same should be upload on GeM Portal along with all other relevant documents
  - iv. All the publications related to this RFP viz. Tender Advertisement, Tender Document, subsequent corrigendum, any clarification will be uploaded on GeM Portal & Bank's website only. Offline mode for any publications, communication with bidders will not

- be used by the Bank. Also participating bidders should communicate with Bank through GEM Portal only.
- v. Technical Scrutiny : the bidders has to submit all the documents through GEM portal only. During the Technical Evaluation, if Bank needs any clarification, additional documents from the participated bidders, the same will be requested through GeM Portal and bidder has to provide the same through GeM portal only. Offline submission of any documents should strictly be avoided by the bidders. Bidder will be provided sufficient time for resolving their queries as per GeM Policy.
  - vi. All the tender document, all declarations, undertaking and all other relevant documents should be in proper typed format, any handwritten document will not be accepted and such a tender containing any handwritten document will be rejected at Technical Evaluation.
  - vii. Annexure –V (visit report to bank for understanding the product requirement) dully signed and stamped by Bank’s officer should be uploaded along with tender document in technical bid on GeM Portal. Any bid without Bank officer’s signature and Stamp on visit report will be rejected at technical stage only.
  - viii. The format of Financial Bid enclosed in Tender Document is for illustration purpose. The financial bid should **not** be submitted while uploading the signed & stamped tender document in technical bid. **If commercial bid is disclosed in technical bid, such tender is liable for rejection.**
  - ix. **Rates** : Rate should be quoted in resemblance to the specific requirement of bank and dispatch to Bank’s Head Office at “1501, Lokmangal, Shivajinagar, Pune 411005”.
  - x. **Commercial Bid** : As per GeM policy, commercial bid of only technically qualified bidders will be opened.
  - xi. During the commercial evaluation, bank at its discretion may negotiate with L1 bidder. The negotiation process will be carried through GeM Portal only.
  - xii. The entire RFP right from publication till award of contract will be conducted on GeM Portal only.
15. The draft of Non-disclosure Agreement, Performance Bank Guarantee and Integrity pact, Service level Agreement provided in this RFP are indicative only, the actual draft will be provided at the time of execution of agreements with bidder to whom contract is awarded.
16. **The Tender allotment:** The tender will be awarded to L1 bidder as per the procedure of GeM Portal. After awarding the tender, due to any reason L1 bidder does not complete the further tender procedure within stipulated time or execute the order, the tender will be allotted to L2 bidder subjected L2 bidder matches the rates of L1 bidder. In such circumstances, Bank has a discretion to award the tender to L2 bidder through GeM portal / offline mode.
17. **Approval of Sample** : After awarding / allotment of tender, the vendor should first provide samples of all the items mentioned in BOQ for approval purpose to concerned department. If any modification/ alteration is required in the sample provided, it should be incorporated immediately and revised sample to be submitted for approval till the complete satisfaction of Bank. The actual supply of Personalized Welcome kits should be started only after sample approval.
- The entire procedure of completion of sample approval to be completed within one week period from the issue of Letter of Intent.**

**18. The bank reserves all the rights - to cancel the tender procedure at any point of time, to change the scope of work, to allot the scope of work to only one or more vendors at Bank's discretion.**

Thanking you,  
Yours truly,

Assistant General Manager  
Corporate Services  
Head Office, Bank of Maharashtra, Pune

## B. TENDER APPLICATION LETTER

To  
THE ASSISTANT GENERAL MANAGER  
CORPORATE SERVICES  
HEAD OFFICE  
BANK OF MAHARASHTRA

Dear Sir

### **Request for proposal (RFP) for “Tender for the supply of Personalized Welcome Kits to the Employees of Bank of Maharashtra”**

With reference to the tender invited by Bank of Maharashtra for the captioned subject work:

1. I / We the undersigned have carefully gone through tender documents comprising of the tender form, Notice of Tender, Scope of work, Specifications, terms and conditions etc. and clearly understood the scope of work & all the terms and conditions specified therein.
2. I/We hereby offer to execute the works specified in the Memorandum within the time specified, at the rates mentioned in the financial/ BOQ and in accordance with all respects of the tender and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.
3. I/We undertake that we have visited the Bank, examined the products, clearly understood the Bank's requirement for supply of personalized welcome kit & Annexure –V is signed & stamped by Bank's officer and the same is uploaded along with Tender document in technical bid.
4. I/We do hereby agree that offer is accompanied by Bid securing declaration Form.
5. I / we further agree to complete the entire supply of personalized welcome kit as per Bank's Specification within 30 Calendar days from the date of sample approval.
6. I / We agree to pay Government tax, GST etc. and all other taxes including works contract, extra turnover tax etc. as prevailing rate from time to time, on such items for whom same is to be levied, and the rates quoted by me / us are inclusive of the same.
7. I/We agree that Bills only will be submitted as against the given work order after Supply of Personalized Welcome Kits to the Head office of Bank of Maharashtra along with delivery challan / acknowledged POD of courier from respective office. Also understand that the Bank will not accept any bills without acknowledgement of delivery to respective office. Also agree that **no advance** will be paid by the bank for execution of order.
8. I/ We undertake that if awarded this work, we shall complete the “Supply of Personalized Welcome Kits as per Bank's specification" '*at the agreed cost*'. We will adhere to the



provision of all labour and GST & Sales Tax laws. We will indemnify the bank for any breach in this matter.

9. I/We undertake that volume indicated in this RFP is indicative or tentative only. Final volume depends upon Bank's actual requirement and it is at Bank's discretion.
10. I/We undertake that Bank reserves all rights to cancel the tender procedure at any point of time. Also bank reserves rights to alter scope of work, change the specification,. Bank's decision in this regards will be final and binding on participating bidder.
11. I/We undertake that entire RFP procedure will be carried through GeM portal and we adhere to bank's tender conditions mentioned in this document / uploaded in ATC section of bid on GeM portal.

**Signature & Stamp of Bidder**

## C.ELIGIBILITY CRITERIA

Bidder must submit & comply with all the eligibility criteria (as mentioned below). Noncompliance of any of the following criteria will result in the rejection of the bid and corresponding price bid submitted by the bidder will not be opened on GeM Portal without any further scrutiny.

The bidder should fulfill the following eligibility criteria. They are required to submit copies of documents to substantiate their qualifying criteria.

- 1) Bidder should have valid Registration of **PAN, GST, ESI, PF and income Tax clearance** certificate etc.as applicable under various Govt. guidelines. There should not be any default to any tax/ Government authority / statutory dues.
- 2) Bidder must be in possession of necessary license to conduct the business.
- 3) The bidder must have experience of supply of components/ Products of personalized welcome kit for at least 05 years and have never been black listed by any bank. Letter of undertaking regarding not blacklisted to be provided on letter head of Vendor. Format is attached as Annexure-II
- 4) The bidder should not be a NPA borrower in any Bank/Financial Institution(Credit Report of the bankers should be attached)
- 5) The bidder should be a profitable firm/company & should have shown the profits in each of last three financial years i. e. FY 2020-21, 2021-22 & 2022-23 (Valid CA certificate to be enclosed)
- 6) The bidder should have average annual turnover of more than **Rs. 25.00 Lakhs (Rs. Twenty Five Lakhs only)** during the last three financial years i.e. FY 2020-21, 2021-22 & 2022-23 (Valid CA certificate to be enclosed). Out of which
- 7) The bidder should undertake that “After awarding / allotment of tender, the vendor should first provide samples of personalized welcome comprising all for the components as per Bank’s specification for approval purpose to concerned department. If any modification/ alteration is required in the sample provided, it should be incorporated immediately and revised sample to be submitted for approval till the complete satisfaction of Bank. **This activity of approval of samples should be completed within a period of 7 days from issuing the letter of intent.** The Actual large supply of Personalized Welcome Kits should be started only after sample approval & completed within 30 days from the date of approval of sample. ”.

Note : Documents supporting / confirming the above mentioned data must be submitted by the bidder without any deviation, failure to submit above mentioned documents will disqualify the bidder from further process. Also, the Certificate sought as above should be in the name of bidder. Third party certificates will not be accepted.

Date :

Signature of Bidder(s)

## DETAILS OF THE BIDDER (Tender Application Form)

#	Particulars	Office
1	Name of the Firm and complete postal address	
	Contact Numbers (Landline/ Mobile), STD, FAX No & Name(s) of contact person(s).	
	E-mail id for communication	
2	Tax Deduction Account No (TAN)	
3	VAT/CST/GST Number	
4	Firm Classification (Micro/Small/medium)	
5	SSI/MSME registration Number if any	
6	Permission to carry business	

7	Nature of Business	Date of establishment	Constitution of the Firm
		D D M M Y Y Y Y	
[a]	Mention the constitution such as Proprietorship/ Partnership/ Private Ltd Co./ Public Ltd. Co./ Trust.		
[b]	If the Constitution is "Partnership", certified copy of partnership deed, current address of the firm, full name and complete postal addresses of all partners of the firm including contact phone numbers (Land line/ Mobile) should be furnished in the application.		
[c]	If the Constitution is Pvt. Limited Company or Ltd Co., the application should be signed by the person authorized by the Board of Directors holding power of attorney. Copy of the relevant Board Resolution and a certified copy of the power of attorney should be enclosed to the application.		

4. Name(s) of Proprietor/ Partners/ Directors, their personal addresses and contact phone numbers.  
(Use additional sheets wherever required)

No.	Name	Complete postal address	Phone Number(s)

5	Name & address of the Associate Firms, if any.	
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6.1	Name and address of the banker, STD code, telephone, and FAX Numbers		
6.2	Bank Account Number to which payments to be credited, if any. (Enclose a specimen of the cancelled cheque of this account)	ACCOUNT TYPE	
		BANK NAME	
		ACCOUNT NUMBER	
		IFS CODE	
		BRANCH NAME	
6.3	<b>Annual Turnover during the FY ENDED 31<sup>ST</sup> March</b>		<b>(Amount Rs. in Lakh)</b>
	31.03.2021		
	31.03.2022		
	31.03.2023		

**Important:** Wherever the firm's books of accounts are to be subjected to audit by Chartered Accountant as per Income tax/ other Acts, then such firms should submit the duly audited financial statements to their Tender application. All other firms which are not required to be audited by Chartered Accountant as per IT/Other Acts, they should submit their financial statements duly certified by a Chartered Accountant. Applications submitted without complying with this requirement will be rejected.

9	OTHER INFORMATION	Please tick
9.3	Whether you are agreeable to dispatch the Personalized Welcome Kits to our HO-Corporate Services Department or to the destinations to be indicated by the bank from time to time?	Yes / No
9.5	You should keep total secrecy of the printed/ manuscript materials of the Bank. Do you agree for this condition?	Yes / No
9.6	All our print supply orders shall be covered under contract act and other relevant acts. Are you willing to abide by these acts?	Yes / No
9.7	If the bidder fails to effect supply within the scheduled time, the firm is likely to be penalized with a specified amount as fine except in case of "force majeure". Are you willing to abide by this condition?	Yes / No

9.8	<p><b>We hereby confirm that:</b></p> <p>a) Our firm is registered under CST/ SST /GST and is liable to pay all kind of taxes/ Octroi etc. All our quotations would be inclusive of these taxes, transport, Door Step Delivery and all other charges.</p> <p>b) As per tax laws, we are liable to be subjected to TDS for the works related to print / supply. We are willing to abide by these requirements</p>
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9.9	Please provide Names and address of 3 public sector banks/ scheduled commercial banks, other reputed institutions, where your firm has jobs handled such a job of providing personalized Welcome Kits.	1.	
	Enclose a certified photocopy of the <b>major work orders executed during the last 3 financial years ended 31<sup>st</sup> March 2024.</b> (Please attach separate sheets if necessary).	2.	
		3.	
<b>10</b>	<b>Copies of self-attested documents to be enclosed to the Tender application. <u>Important:</u> Documents described vide Sl. Nos. 10 [a], [b], [c] whichever applicable are compulsorily to be enclosed without which Tender application will not be considered by the bank.</b>		<b>Whether complied with?</b>
a)	3 years balance sheets, Profit and Loss Account statements. Wherever the firm's books of accounts are to be subjected to audit by Chartered Accountant as per Income tax/ other Acts, then such firms should submit the duly audited financial statements to their Tender application.	Yes / No	
b)	Permanent Account No. (PAN)/ Certificate – Self attested , Central Sales Tax (CST) / State Sales Tax (SST)/ Value Added Tax (VAT)/GST/ Tax Information Network (TIN) Certificate, Service Tax Certificate – Self attested.	Yes / No	
c)	Valid License to carry the business	Yes / No	
<b>12</b>	Any dispute arising in this regard shall be subject to jurisdiction of Courts in Pune only.		

**Certificate:** We have carefully perused the aforesaid terms and conditions and agree to abide by the same in the event of our offer is accepted by Bank of Maharashtra.

Note: Where copies are required to be furnished, these are to be self-attested / notarized copies. In case you intend to give further / more information, please attach separate sheet/s.

(Use additional sheets wherever necessary to provide complete information)

Signature and Seal of Applicant

#### D. Appendix

1	Date of completion of Sample Approvals (As per Bank's Specification)	Within 7 days from the date of issue of LOI
2	Date of Completion of Printing & delivery of Personalized Welcome Kits as per approved samples	Within 30 Calendar day from the date of approval of work order
3.	Liquidated Damages	1% of the ordered value of the work per week of delay on the part of the bidder subject to a maximum of 10% of the total ordered value of work
4.	Performance Security Deposit	<p>On Successful acceptance of Works Contract, Bidder has to submit Performance Security Deposit to the amount of <b>5% of entire contract value</b> in the form of either</p> <p>-Performance Bank Guarantee from Scheduled Bank to the amount of 5% of entire contract value</p> <p><b>OR</b></p> <p>-Demand Draft (DD) favoring Bank of Maharashtra to the amount of 5% of entire contract value.</p> <p>This performance security deposit will be kept as interest free security deposit for a period of 12 months and will be released thereafter.</p>
5.	Tender validity period	180 days
6.	Validity of Rates quoted	Depending upon the recurring requirement of similar products / similar scope of work, Bank at its discretion may extend the contract for the supply of Personalized Welcome Kits / articles of Welcome Kits with same terms and conditions of this RFP for another 01 year

Date :

Signature of Bidder(s)

## **E. GENERAL TERMS AND CONDITIONS**

1. Tenderers shall signed & stamped wherever provided of and all pages of the tender documents including attached documents. Tenders not so signed shall be liable to be rejected. The tenders shall be submitted in on GeM Portal addressing to “**The Assistant General Manager, Bank of Maharashtra, Corporate Services Department, 1st floor, Lokmangal, Shivajinagar, Pune -411005**” on or before **22/05/2024 by 3:00 PM**.
2. Tenders which do not contain the Bid securing declaration form or that do not fulfil any of the conditions mentioned herein shall be rejected at the discretion of the Bank.
3. **Definitions:**
  - i. **Bank** : Bank of Maharashtra,, a body corporate constituted under Banking Companies (Acquisition and transfer of Undertaking) Act, 1970 and having its Registered office at 1501, Lokmangal, Shivajinagar, Pune – 411005 (hereinafter referred to as “**Bank**” which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns).
  - ii. **Bidder**: who intends to manufacture, print & supply Gold Loan envelopes as per the terms and conditions of this tender document and participates in the tender hereinafter referred to as “Bidder”.
4. **Bidder** should undertake to print and supply various security items at standardized rates to the branches/ offices of the bank.
5. The Vendor should be in possession of [a] PAN, [b] VAT/ CST/ TIN/GST [c] Service Tax Registration Number and [d] permission/ license to carry on business at the address furnished in the application. Self-attested photocopy of all these certificates should be enclosed to the Tender application.
6. **Execution of Job** of – Supply of personalized Welcome Kits to Public Sector undertakings/ banks/ Scheduled Banks/ Government Departments/ Reputed Corporates is desirable. Self-attested photocopy of major orders executed (containing the job specification details) during the last 3 financial years should be submitted along with the application. In case of need, bank may call for opinion letters from Vendor’s bankers/ clients/ others and consider only those applicants with satisfactory record for Tender process.
7. Documentary evidence to confirm all the above mentioned pre-qualification criteria should be enclosed to the Tender application. Prospective Vendors meeting the above eligibility criteria may download the application for Tender from Banks’ web-site ([www.bankofmaharashtra.in](http://www.bankofmaharashtra.in)).
8. Original documents should be produced to the bank, on request, in case it is needed for cross-verification of information by the Bank, failing which Tender application is liable to be rejected
9. **SUBMISSION OF BIDS [Technical & Financial bids] :**
  - i) The tender is conducted on two bid system Technical & Commercial though **GEM Portal Only**.
  - ii) All tender papers should be duly signed by authorized representative.
  - iii) The entire Tender document along with Tender Form, all the annexures, undertakings dully filled-in, signed and stamped should be addressed to “Assistant

General Manager, Corporate Services Department, 1501 Lokmanagar, Shivajinagar, Pune – 05”. The same should be upload on GeM Portal along with all other relevant documents

- iv) All the publications related to this RFP viz. Tender Advertisement, Tender Document, subsequent corrigendum, any clarification will be uploaded on GeM Portal & Banks website only. offline mode for any publications, communication with bidders will not be used by the Bank. Also participating bid should communicate with Bank through GEM Portal only.
- v) Technical Scrutiny : the bidders has to submit all the documents through GEM portal only. During the Technical Evaluation, if Bank needs any clarification, additional documents from the participated bidders, the same will be requested through GeM Portal and bidder has to provide the same through GeM portal only. Offline submission of any documents should strictly be avoided by the bidders. Bidder will be provided sufficient time for resolving their queries as per GeM Policy.
- vi) All the tender document, all declarations, undertaking and all other relevant documents should be in proper typed format, any handwritten document will not be accepted and such a tender containing any handwritten document will be rejected at Technical Evaluation.
- vii) **Annexure –V (visit report to bank for understanding the product requirement) dully signed and stamped by Bank’s officer should be uploaded along with tender document in technical bid on GeM Portal. Any bid without Bank officer’s signature and Stamp will be rejected at technical stage only.**
- viii) The format of Financial Bid enclosed in Tender Document is for illustration purpose. The financial bid should not be submitted while uploading the signed & stamped tender document in technical bid. If commercial bid is disclosed in technical bid, such tender is liable for rejection.
- ix) Commercial Bid : As per GeM policy, commercial bid of only technically qualified bidders will be opened.
- x) During the commercial evaluation, bank at its discretion may negotiate with L1 bidder. The negotiation process will be carried through GeM Portal only.
- xi) The entire RFP right from publication till award of contract will be conducted on GeM Portal only.

I. **Please Note:** In the technical bid, bidder should enclose all supportive documents/papers as stipulated in this tender document. Since technical bid without any of the required information is liable for rejection, bidders are once again requested to ensure compliance of the above requirement without fail.

II. **Rates :** Depending upon the recurring requirement of similar products / similar scope of work, Bank at its discretion may extend the contract for the supply of Personalized Welcome Kits / articles of Welcome Kits with same terms and conditions of this RFP for another 01 year

III. The bids are to be signed by the authorized signatory of the firm or organization only. Full name, designation, necessary resolution/ power of attorney/ letter of authority available should also be enclosed to the technical bid.

IV. All the pages of the tender document should be stamped (by affixing the seal of the firm) and signed by the authorized signatory as token of having read the entire tender document and understood the instructions, terms and conditions etc.. No changes whatsoever shall be permitted in the tender document and the bidder should submit the tender as per the Bank’s prescribed format only.



- V. Any incomplete or ambiguous terms/ conditions/ quotes will disqualify the offer and the decision of the Bank in this regard will be final.
- VI. The Vendor applying for the RFP should bear all costs/ expenses associated with the preparation and submission of Tender application to the bank and the Bank in no case will be responsible or liable for these costs/ expenses incurred by Vendors regardless of the conduct or outcome of the Tender process. Vendors are requested to submit their applications duly complete in all respects and along with all supportive documents/ records etc... Incomplete/ illegible applications are liable to be rejected by the bank.
- VII. The Bank reserves the right to reject any or all the Tender applications at any stage during the tender process without assigning any reason therefor. Canvassing in any form will disqualify the applicant.
- VIII. Bidders shall inform the Bank in case of transfer of ownership of their company.

**10. Pre-Bid Meeting:**

For the purpose of clarification of doubts related to this RFP of the bidders, Bank of Maharashtra intends to hold a Pre-Bid Meeting on the date and time as indicated in the RFP. The queries of all the bidders should reach us in writing or over e-mail on or before on the address as mentioned in tender The queries shall be submitted in forms given under Annexure -I. Queries not received in the form and queries without the relevant details will not be taken up for response. It may be noted that no queries of any bidder shall be entertained received after the Pre-Bid Meeting. The clarifications and replies to the queries offered during the Pre-Bid Meeting will be made available on the Bank's Website. Pre-bid queries to be sent by mail to the following mail IDs.

**[bomcocs@mahabank.co.in](mailto:bomcocs@mahabank.co.in) & [cmcs@mahabank.co.in](mailto:cmcs@mahabank.co.in)**

Only the authorized representatives of the bidders (**Only 01 persons**) will be allowed to attend the Pre-Bid meeting along with authorization letter issued by respective company.

**11. Requests for Information**

Bidders are required to direct all communications related to this RFP, including notification of RFP submission to:-

"The Assistant General Manager,  
1<sup>st</sup> floor, Corporate Services  
Bank of Maharashtra, Head Office,  
"Lokmangal" III Floor, 1501, Shivajinagar, Pune 411 005.

All questions relating to the RFP, technical or otherwise, must be in writing only and email to [cmcs@mahabank.co.in](mailto:cmcs@mahabank.co.in), [bomcocs@mahabank.co.in](mailto:bomcocs@mahabank.co.in)

Bidders should invariably provide details of their contact number/email address as responses to queries will only be provided to the bidder via email.

If Bank in its absolute discretion deems that the originator of the question will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all bidders.

**12. Disqualification:**

Any form of canvassing / lobbying / influence / query regarding short listing, status, etc will be a disqualification

**13. Adoption of Integrity Pact:**

Integrity pact signed by the bidder should be uploaded along with entire tender document on GeM Portal.

After awarding the contract to L1 bidder, Integrity Pact to be submitted on Rs. 500 Stamp Paper along with other Documents viz : Signed & Spamped Service level Contract, Non Disclosure Agreement, performance Bank Guarantee. The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.

Only those bidders, who commit themselves to the above pact with the Bank, shall be Considered eligible for participate in the bidding process.

The Bidders shall submit signed integrity pact along with Conformity to Eligibility Criteria. Those Bids which are not containing the above are liable for rejection.

Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates

Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.

Integrity Pact, in respect of a particular contract would be operative from the stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

**14. SCOPE OF THE WORK:** the scope of work of this RFP is supply of Personalized Welcome Kits for the Employees of Bank of Maharashtra is as below.

i. The components of welcome kit are as below :

Sr. No.	Description of Items	Make & Model	Personalized Printing	Quantity (Numbers)
1	Air Pods	Boat (Airdopes 148)	Name of the employee & or Bank's logo on the case	1000
2	Digital Wrist Watch	Boat (Wave Voice Ink Blue)	Bank's logo on the strap of watch	1000
3	Steel Water Bottle	Milton shine 1000 stainless steel water bottle	Name of the employee & Bank's Logo	1000
4	Diary	Atlas (No 37)	Name of the employee & Bank's Logo	1000
5	Metal Kitchen	H 519	Bank's Logo	1000

6	Coffee Mug	Approximately 300 ML Standard Coffee Mug	Bank's Logo and other branding	1000
7	Corporate Office Bags	Standard office bag Wild Adventure  Coalition of above items (Sr No 1 to 6) in the office bag for preparing standard welcome kit	Bank's Logo	1000
<b>TOTAL quantity of welcome kits</b>				<b>1000</b>

**ii Description of Product :** - Supply of Personalized welcome kit consisting of Pre Printed items mentioned in Sr No 1 to 6 i.e. Air Pods, Digital Watch, Steel Water bottle, Diary, Coffee Mug, Metal Key Chain collated in Corporate Office bags.

**iii Art Work :-** will be provided by Bank in soft copy.

**iv Quantity-** The estimated quantity for each type of product is 1000 pieces each:

**The volume mentioned is indicative only, final volume depends upon actual requirement or consumption of the Bank and it is at Bank's discretion.**

**v. Placement of Order :** the order will be placed by Head Office preferably through GeM Portal mentioning delivery location, delivery schedule and quantity of items through Email.

**vi. Approval of Sample :** After awarding / allotment of tender, the vendor should first provide samples of all types of items, printed with data provided by the bank for the approval purpose to concerned department. If any modification/ alteration is required in the sample provided, it should be incorporated immediately and revised sample to be submitted for approval till the complete satisfaction of Bank. The actual supply of Welcome Kits to Bank should be started only after sample approval only.

**vii. Delivery Schedule-** the delivery should be completed within 30 days from the approval of sample.

**viii. Packing :** after printing the data on each items, all the items should be properly packed in appropriate box provided by the manufacturer along with Item. All the items should be collated in Corporate office bag. After collation, the bag should be packed / wrapped properly to avoid any damage during transit, transportation, loading & unloading.

**ix. Delivery Location :** All the welcome kits to be provided to "Bank of Maharashtra, Head Office, 1501, Komnagal, Shivajinagar, Pune 411005"

**x. Testing of Products :-** After completing the dispatch, Bank at its discretion will randomly check the welcome kits. Any discrepancy if found with the specification provided by the Bank in scope of work (point No 1), the entire lot will be rejected by the Bank and the *procurement cost* should be borne by supplier.

**xi. Pre Bid Meeting & the Visit report :** the sample of welcome kits will be available for inspection to bidders during Pre Bid Meeting. The bidders should inspect the product carefully, understand Bank's requirement thoroughly and then quote the rate. Any deviation from the specification mentioned to the lower grade will strictly not allowed.

**x. Completeness of Work:**

'The job of personalized printing & supply will be deemed as incomplete if any requisition of the welcome kit is not delivered within time or is delivered within time but not acceptable to Bank of Maharashtra after acceptance testing/ examination.

In case of any undelivered requisition/ order for a continuous period of 45 days, Bank has right to commission the re-procurement process for the said orders/requisitions and the vendor/ bidder shall be liable to indemnify the Bank for all costs including the re-procurement costs.

- xi. After Sales Service :** after sales service is the essence of this RFP. The service after sales should be rendered in true spirit to get the recurring orders, business continuation.

The items should be supplied with standard Guarantee / warranty from manufacturer pertaining to that product. After supplying the welcome kits, any issue if arises regarding the quality or functioning of any of the products supplied, it should be attended and resolved immediately by the suitable way. Viz.

- a) repairing in case of air pods, digital watch, corporate bags, etc.in company authorized service center. Such a repairing should be completed within 7 days from hand over of the product by the bank to vendor. .
- b) replacement in case of water bottle, diary, kitchen
- c) if products not repaired within a stipulated time of 7 days, the product should be replaced by claiming the warranty / guarantee.
- d) All the repairing & replacement work should be carried out hassle free without any trouble to Bank and its officers.
- e) Period of after sales service: From the date of supply of welcome kits, after sales service should be provided for minimum period of one year from the date of supply of individual product.  
If any product comes with manufacturer' s warranty beyond one year, the same will be applicable.
- f) At any point of time, if vendor fails to provide the after sales service as mentioned above, it will lead to invocation of Bank Guarantee / Performance Security Deposit.

## **12. Confidentiality:**

- I. The BIDDER acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of the Bank relating to its business practices in connection with the performance of said services under this Agreement or otherwise, is deemed by the Bank and shall be considered to be confidential and proprietary information ("Confidential Information")
- II. The BIDDER agrees and undertakes that the Confidential Information shall not use or permitted to be used in any manner except for the purpose of performance of this agreement and the BIDDER shall not disclose or part with the Confidential Information to unauthorized person/s. The BIDDER shall ensure that the Confidential Information is safeguarded and shall take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. The BIDDER shall ensure that its employees/agents/sub-contractors are bound by similar obligation to maintain secrecy in respect of Confidential Information.
- III. The BIDDER acknowledges that in the event of any breach or threatened breach of this clause by the BIDDER and/or its employees/agents/sub-contractors the BIDDER shall be liable to pay damages as may be quantified by the Bank.
- IV. The BIDDER acknowledges that in the event of any breach or threatened breach of this section by BIDDER/its employees/agents, monetary damages may not be an adequate remedy; therefore, the Bank shall be entitled to injunctive relief to restrain the BIDDER/its employees/agents from any such breach, threatened or actual. This provision shall survive expiry or termination of this agreement.

- V. *'The successful bidder(s) should scrupulously follow, adhere to and comply with the present guidelines, regulations, rules, standards including, inter alia and any other future guidelines which may be imposed by Bank or any other Regulatory, Statutory, Competent Authority any time during the term of this RFP & any subsequent contract in furtherance of this RFP in respect of the subject matter of this RFP. The non-compliance, if any, shall be viewed very seriously by the Bank. Further, the successful bidder(s) shall be liable for any penalties, sanctions or levies imposed on the Bank due to such non-compliance/ non-adherence.'*

### **13. OTHER TERMS & CONDITIONS**

- I. The Bank will provide only specimen of each type material for inspection purpose, but will not allow to carry any of the Bank's sample.
- II. The rates are inclusive of all taxes, GST, Transport as per GeM Policy.
- III. Transportation & delivery of welcome kits items should be effected through highly reputed courier and avoid any type of damage during the transit.
- IV. Maximum permissible delivery period from the date of order till the delivery should not exceed 30 days after receipt of work order.
- V. No extension of time from the due date stipulated in individual orders shall be granted. Non-adhering to the supply schedule will attract penalty at the rate of 10% per annum on the bill amount submitted by the Vendor for the delayed period will be charged by the Bank from time to time, at its discretion, apart from initiating necessary action that may be considered necessary by the bank. But in exceptional circumstances, the Bank may condone the delay at its sole discretion. No orders will be placed to a Vendor in case of continuous default in complying with these time norms.
- VI. In case of any complaint, adverse remark against the Vendor/supplier, the Vendor/supplier shall be deleted from the panel apart from initiating suitable action that may be considered necessary by the bank.
- VII. The supplied material which is not fulfilling Bank's specifications in all the respects, shall be summarily rejected and will lead to cancellation of Tender.
- VIII. **Bills should be submitted within 90 days from the date of delivery of material to the office. The Bills received thereafter shall be treated as 'NO CLAIM'. Acknowledgement from the bank's officer certifying that the supplied items have been received by them (in the form of stamped & signed courier POD copy), should be submitted along with the bill for the purpose of confirmation of receipt of material. Without such acknowledgement, payment of Bill will not be processed. Further Bank will randomly collect the samples from the material supplied to for testing purpose. The payment will be released after successful testing. The Bank will release the payment within 45 days from the date of submission of bills.**
- IX. The Bank reserves the right to modify/ alter/ cancel in full or in part the description/ quality & other terms & conditions of any order. The Bank reserves the right to inspect the manufacturing Unit/ Printing Press/ Godown of the security Vendor in case of need and verify the invoice, raw materials at the press premises without any prior notice to ensure that quality & micron of required LDPE used and to study the process flow.
- X. Depending upon the recurring requirement of similar products / similar scope of work, Bank at its discretion may extend the contract for the supply of Personalized Welcome Kits / articles of Welcome Kits with same terms and conditions of this RFP for another 01 year

- XI. **Successful bidders should submit performance security deposit to the amount of 5% of entire Contract value in the form Performance Bank Guarantee as per enclosed format**  
**OR**  
**vendor can provide Security Deposit in the form of Demand Draft favoring Bank of Maharashtra to the amount of 5% of entire contract value.**  
No interest will be payable on this deposit. If the bidder who does not carrying out work as per work order and tender condition then bank may levy penalty and recover amount from performance security deposit. Bank may forfeit the performance security deposit, if bidder to whom work order is issued and does not commence the work or back's out from the contract.
- XII. Performance Security deposit should be for a period of 12 (Twelve months).
- XIII. **The performance security deposit is to be furnished within 10 days after acceptance of this Contract without which no orders will be placed to Vendors. The terms & conditions of this Rate Contract have to be accepted by the Vendor by affixing signature by the authorized signatory/s on all pages.**
- XIV. The vendor should furnish name of their contact person with telephone/ cell phone Numbers to the bank to facilitate effective liaison & follow-up. They should also update the contact information whenever there is a change.
- XV. Integrity Pact (IP) agreement, dully signed should be submitted by every bidder at the time of submitting the tender and executed by selected vendor along with Service Level Agreement, Non- Disclosure Agreement, Performance Bank Guarantee.

#### **14. GENERAL TERMS & CONDITIONS RELATING TO RFP**

Guidelines contained in this document are General Conditions to be complied with by the vendor.

- I. The RFP/Tender document is on Principal to Principal basis and does not create any employer – employee relationship. Nothing contained in this RFP or any subsequent agreement or otherwise shall be deemed to create any partnership, joint venture, employment or relationship of Principal and Agent or Master and Servant between the parties hereto or any of their respective employees, affiliates, subsidiaries, representatives, agents, contractors / subcontractors or to provide either party with any right, power of authority weathor express or implied to create any duty or obligation on behalf of the other party.
- II. Failure to submit the said Performance Security Deposit amount within the time frame will disqualify the vendor from participating in any of the tender process.
- III. **Opening date of technical Bids**
  - A. Technical bids will be opened on **22/05/2024 at 3.30 p.m.** on GeM Portal. The Bank reserves the right to reject any or all the tenders without assigning any reason thereof. Canvassing in any form will disqualify the tenderer.
  - B. Financial bid will be opened as per GeM procedure.

15. **Resolution of Dispute:** *Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by Arbitration in accordance with the provisions of Procedure of the Indian Arbitration & Conciliation Act, 1996, including any amendments thereof. The arbitration tribunal shall be composed of a sole arbitrator, and such arbitrator shall be appointed mutually by the Parties. In case of non-consensus between the parties on the name of the sole-arbitrator, each party will appoint one arbitrator and those two arbitrators shall mutually appoint the third arbitrator who will act as the Chairman of the Arbitral Panel. The place of arbitration shall be Pune, India. Expenses of Arbitration shall be shared equally by both the parties and the arbitration proceedings shall take place in the English language.*

16. **Continuous Services:-**

- Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the BIDDER should continue to provide services to the Bank as per the contract till alternate arrangements are made.
- Forbearance: The failure on the part of the Bank to insist upon the performance of any terms and conditions of this Agreement, to exercise any right or privilege conferred in this Agreement, or to demand any penalties resulting from any breach of any of the terms or conditions of this Agreement shall not to be construed as a waiver on the part of the Bank of any terms, conditions, rights or privileges, but the same shall continue and remain in full force and effect, nor will such waiver affect any subsequent breach or subsequent action in that behalf
- Proprietary rights: The BIDDER agrees that work product including but not limited to all information, reports, studies, software (including source codes, object codes and executables), flow charts, diagrams and other intangible and tangible material of any nature whatsoever produced by or as a result of any of the services rendered hereunder shall be the sole and exclusive property of the Bank. In furtherance thereof, hereby-irrevocable grants, assigns, transfers to the Bank all rights, title and interest of any kind, in and to any work product produced hereunder. The BIDDER shall be entitled to make absolutely no use of any of the materials except as may be expressly permitted in writing by the Bank.

17. **DELIVERY SCHEDULE, LIQUIDATED DAMAGES**

- The item for which work order is issued should be supplied as per the time schedule prescribed by the Bank. No extension of time from the due date stipulated in individual orders shall be granted. Non-adhering to the supply schedule will attract penalty that may be charged by the Bank from time to time, at its discretion, apart from initiating necessary action that may be considered necessary by the bank.
- **In case Vendor fails to supply the items as per the specified delivery schedule/ Banks specification / any deviation found from the approved sample (even if defect is found in one of the specimens) the Bank shall be at liberty to reject the entire consignment/ cancel the un delivered order/ de-listing the Vendor from Bank's vendor list and also denying them any future participation in Bank's tender process.**
- Liquidated Damage :-

<b>Reason</b>	<b>Penalty</b>
Rejection of particular Lot / consignment.	110% of cost of welcome kits Supplied against the particular consignment / lot
Wrong printing (detected after dispatch) resulting in rejection of Welcome Kit	Rs.200 per wrong printing Item + cost of welcome kit
Wrong printing (detected after dispatch) with minor mistakes and not resulting in rejection of Envelops	Rs.200 per record
Delay in delivery of welcome kit up to 1 week (per lot as mentioned in delivery schedule)	Rs. 500 per welcome kit
Delay in delivery of welcome kit over 1 week (per lot as mentioned in Delivery schedule)	Rs. 700 per Welcome Kit
Delay in submission of bills along acknowledged POD/ receipt of delivery confirmation above 90 days from the date of bill generation.	Cancelation of payment against the particular consignments.

In any case the amount of maximum penalty will not be exceeding 10% of the accepted contract sum/order value.

- The decision of the Bank in regard to cancellation of the print order, supply of welcome kit or levy of liquidated damages and forfeiting the performance security deposit shall be final.

#### 18. **WARRANTY:**

- I) The Welcome kit be supplied shall be under Vendor's comprehensive all-inclusive warranty for a period of one year from the date of satisfactory supply for all the individual products.
- II) If any particular product has a manufacturer's warranty beyond 01 year, the same shall be applicable on individual product to product basis.
- III) During the warranty period the Vendor shall at his/her own cost replace any defective product, free of cost to the Bank.
- IV) The probable defects : the following probable defects be anticipated regarding the components of welcome Kits –
  - a) Air pods : malfunctioning, wear & tear, etc
  - b) Digital Wrist Watch : malfunctioning, wear & tear, etc.
  - c) Office Bag : stitching, zips, wear & tear, etc.
  - d) In case of the articles : Any defect including poor quality of material supplied, fading of printed matter, fading of colours/ art work, defective products, non-adherence to specified raw material, ink, & any other defects etc., should be replaced by the Vendor at his/her own cost.



- V) Any defect in quality or shortfall in the quantity of welcome kit supplied will be intimated to the Vendor by the Bank and the Vendor shall rectify the defect or make good the shortfall within 7 days of such reporting. If the defects could not be rectified within the said period of 7 days the Vendor should replace the same free of cost. Transportation and other costs in this regard, if any, shall be borne by the Vendor.
- VI) Failure to attend to complaints within 15 days will attract penalty as per liquidated damages of clause no.29. The penalty shall be recovered from the Vendor's bills or from the performance security deposit.

#### **19. Indemnity :-**

Bidder shall indemnify, protect and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly for

- i. an act or omission of Bidder, its employees, its agents, in the quality of the goods/ services provided under this contract;
- ii. breach of any of the terms of this agreement document or breach of any representation or warranty by Bidder;
- iii. Bidder shall further indemnify the Bank against any loss or damage arising out of loss during delivery of Speed Post/Express Parcel/Business Parcel consignment at all points of time;
- iv. Bidder shall indemnify and undertake to keep the Bank fully saved and indemnified against any loss, action or claim arising out of or in respect to error, misconduct, fraud, misbehaviour or violations of any laws committed by Receiving party or its employees/ agents/ persons employed by third parties;
- v. This indemnification is only a remedy for the Bank. Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities;"

#### **20. PAYMENT :-**

- I. The Bank will not pay any advance for supply of items required to be manufactured, printed and supplied to the bank. The bills and invoices shall be prepared by the Vendor and submitted to the Bank along with the acknowledgment issued by the branches/ offices. On scrutiny of the bills and after receipt of the finished product from Vendor, payment will be effected for the supply made. Bills for the items supplied should be submitted within 90 days from the date of delivery at this office and Bills received thereafter shall be treated as 'NO CLAIM'.
- II. Printed & supplied items which are not according to the Bank's specifications in all respects shall be summarily rejected and no payments shall be made by the Bank.

#### **21. TERMINATION:-**

- 1. The Bank shall be entitled to terminate the RFP process or any subsequent agreement in furtherance of this RFP at any time by giving Thirty (30) days prior written notice to the bidder without assigning any reason.
- 2. The Bank shall be entitled to terminate the RFP process or any subsequent agreement in furtherance of this RFP at any time by giving notice if,
  - a. The bidder breaches its obligations under the tender document or the subsequent agreement and if the breach is not cured within 15 days from the date of notice.
  - b. The bidder

- (i) has a winding up order made against it; or
- (ii) has a receiver appointed over all or substantial assets; or
- (iii) is or becomes unable to pay its debts as they become due; or
- (iv) enters into any arrangement or composition with or for the benefit of its creditors; or
- (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.

In the event of such termination, EMD/ Performance Security Deposit of the bidder shall be forfeited and the bank shall have the right to blacklist the vendor/ deny future participation in tender process.

**In no case, any termination compensation will be payable by the bank whatsoever.**

3. The bidder shall have right to terminate only in the event of winding up of the Bank.
- 4 The Bank reserves the right for terminate the contract in case of serious discrepancies observed in the services as mentioned in the RFP.

### **Effect of Termination**

1. The bidder agrees that after completion of the Term or upon earlier termination of the assignment, the bidder shall, if required by the Bank, continue to provide facility to the Bank at no less favorable terms than those contained in this tender document. Unless mutually agreed, the rates shall remain firm.
2. The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for “costs incurred, or irrevocably committed to, up to the effective date of such termination” will be admissible. There shall be no termination compensation payable to the bidder.
3. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.
4. The bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
5. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services

### **Governing Laws & Jurisdiction:**

“This RFP and any subsequent agreement in furtherance of this RFP will be governed by and construed in accordance with the laws of India and statutory modifications thereof from time to time. Any or all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts of Pune.”

## **22. Force Majeure**

“Neither Party will be liable for any delay or failure to perform its obligations, if the delay or failure has resulted from circumstances beyond its reasonable control, including but not limited to, fire, flood, epidemic, pandemic, acts of government, or any other occurrence of this kind listed above, which is not reasonably within the control of the affected party.

Each Party agrees to give to the other immediately a written notice as soon as reasonably possible (within 7 days) on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure.

If the event of force majeure continues for a period of more than 15 consecutive days, then Bank may have the option to terminate this RFP or any subsequent agreement in furtherance of this RFP upon written notice of such termination to the other party.”

23. Vendor shall comply with all the statutory obligations of the Government of India/ State Governments and local authorities applicable and the Bank shall not be liable for any action under the statutes applicable due to non-compliance of statutory obligations by the Vendor.
24. In case of any complaint, adverse remark against any selected Vendor, the Vendor shall be deleted from the panel apart from initiating necessary action that may be considered necessary by the bank.
25. Bank reserves its right to add any Vendor/supplier to the panel at any time during the currency of time period, provided such applicant satisfies the requirements.
26. In case Vendor's close relative(s) is/are associated with Bank and in particular the Stationary Department of the Bank, details such as name, designation etc., should be furnished and informed to the bank in Tender application. Non-disclosure of such information will lead to disqualification if it comes to the notice of the bank at a later date.
27. All updates/ modification/ addition/ deletion of this tender's terms and other related information, if any, will be uploaded in the bank's website only from time to time for information/ guidance and compliance of bidders.

#### **28. BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT:-**

Successful bidder have to submit a Bank Guarantee amounting to 5% of total contract value as per format given in Annexure-Performa for the Bank Guarantee. The guarantee shall be for a period of 15 months from the date of signing the agreement by the bidder. In case, the contract is renewed by the Bank as per the terms and conditions specified in this RFP, the BIDDER will execute and submit fresh Performance Guarantee for applicable duration.

#### **29. Severability:**

- I. If any of the provisions of this RFP may be constructed in more than one way, one of which would render the provision illegal or otherwise voidable or enforceable, such provision shall have the meaning that renders it valid and enforceable.
- II. In the event any court or other government authority shall determine any provisions in this RFP is no amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought and affords the parties the same basic rights and obligations and has the same economic effect as prior to amendment.
- III. In the event that any of the provisions of this RFP shall be found to be void, but would be valid if some part thereof-was deleted or the scope, period or area of application were reduced, then such provision shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make such

provisions valid and effective, provided however, that on the revocation, removal or diminution of the law or provisions, as the case may be, by virtue of which such provisions contained in this RFP were limited as provided hereinabove, the original provisions would stand renewed and be effective to their original extent, as if they had not been limited by the law or provisions revoked. Notwithstanding the limitation of this provision by nay law for the time being in force, the Parties undertake to, at all times observe and be bound by the spirit of this RFP.

### **30. CONTINGENCY ARRANGEMENTS:**

The BIDDER should equip himself with necessary stand by facilities in case of any contingency to ensure continuous and uninterrupted service.

### **31. Payment Terms :-**

Bank will verify the invoice raised by the supplier/vendor and release the payment within 01 month of receiving the invoice complete in all respects. While making payment, the Bank will deduct TDS and other statutory dues as applicable to comply with the laws of the land. The amount will be credited to the account of the supplier through NEFT/RTGS.

### **32. Special Condition to the Bidder:**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who. Whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;

- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

### **33. Limitation of Liability**

Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Order Value.

Bidder's liability in case of claims against the Bank resulting from Misconduct or Negligence of bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

1. "Misconduct" means any act or omission of a party which is willfully intended to harm the interests of the other party, provided however, that willful misconduct does not include ordinary negligence, an error of judgement or mistake of a person.
2. "Negligence" means an indifference to, and a blatant violation of a legal duty with respect to the rights of the others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.

Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by bidder as part of procurement under the RFP.

Under no circumstances Bank shall be liable to the selected bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against bidder.

**I / We agree to the above terms and conditions governing the RFP and/or awarding of work contract under this tender for One years. I/We undertake to comply with the additional terms and conditions that may be stipulated by the bank in the individual work orders to be executed by us from time to time.**

Note : All pages of this document should be signed by the authorized signatory of the bidder and the seal of the firm should be affixed on each page

**34. The draft of Non Disclosure Agreement, Service Level Agreement, performance Bank Guarantee & Integrity Pact are indicative purpose only. Final draft will be provided at the time of execution of agreement.**

**Date:**

**Signature of Tenderer,**

## F. NON DISCLOSURE AGREEMENT

This Confidentiality cum Non-disclosure Agreement is entered into at \_\_\_\_\_ on this day \_\_\_\_\_ of \_\_\_\_\_ 2024, between \_\_\_\_\_ (Insert Name of the Service provider) a company within the meaning of Companies Act, 1956/Companies Act 2013 as applicable, having its Registered Office at \_\_\_\_\_ (herein after called "Service provider") and Bank of Maharashtra, a Body Corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at 1501, 'LOKMANGAL', Shivajinagar, Pune 411005 (herein after referred to as 'BOM' or "Bank").

The Service provider and BOM had discussions and negotiations concerning the establishment during continuance of a business relationship between them as per Agreement dated \_\_\_\_\_/2024\_\_ (hereinafter referred to as 'Agreement'). In the course of such discussions and negotiations, it is anticipated that either party may disclose or deliver to the other party certain of its trade secrets or confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship. The parties have entered into this Agreement, in order to assure the confidentiality of such trade secrets and confidential and proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as the 'Disclosing Party' and will include its affiliates and subsidiaries, the party receiving such Proprietary Information is referred to as the 'Recipient', and will include its affiliates and subsidiaries.

Now this Agreement witnesses the:-

**1. Proprietary Information:** As used in this Agreement, the term 'Proprietary Information' shall mean all trade secrets or confidential or Proprietary Information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such trade secret or confidential or Proprietary Information is disclosed by the Disclosing Party to the Recipient. Notwithstanding the forgoing, information which is orally or visually disclosed to the recipient by the Disclosing Party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party, within 10 (ten) days after such disclosure, delivers to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.

**2. Confidentiality :**

a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far as may be required for the proper exercise of the Parties' respective rights under this Agreement.

b) The term 'confidential information' shall include all written or oral information (including information received from third parties that the 'Disclosing Party' is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential information shall also include, without limitation, software programs, technical data, methodologies, know-how,

processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, customer information and business information of the 'Disclosing Party'.

**3. Non-Disclosure of Proprietary Information:** For the period during the Agreement or its renewal, the Recipient will:

(a) Use such Proprietary Information only for the purpose for which it was disclosed and without prior written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.

(b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its confidential information of similar importance: and

(c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those third party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

**4. Limit on Obligations :** The obligations of the Recipient specified in clause 3 above shall not apply and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary Information:

a) Is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient,

b) Is in the Recipient's possession at the time of disclosure otherwise than as a result of the Recipient's breach of a legal obligation;

c) Becomes known to the Recipient through disclosure by any other source, other than the Disclosing Party, having the legal right to disclose such Proprietary Information.

d) Is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or

e) Is required to be disclosed by the Recipient to comply with applicable laws or governmental regulation, provided that the recipient provides prior written notice of such disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

**5. Return of Documents:** The Recipient shall, upon the request of the Disclosing Party, in writing, return to the Disclosing Party all drawings, documents and other tangible manifestations of Proprietary Information received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event it is not inclined to proceed further with the engagement, business discussions and negotiations, or in the event of termination of this Agreement, the Recipient party will promptly return to the other party or with the consent of the other party, destroy the Proprietary Information of the other party. Notwithstanding, the decision of the recipient party returning of documents or termination of agreement, the recipient party will not disclose the confidential information to any third party.

**6. Communications:** Written communications requesting or transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

MIS \_\_\_\_\_(BOM) Attn:\_\_\_\_\_Attn:-----7-----

**7. Term:** The obligation pursuant to Clause 2 and 3 (Confidentiality and Non-Disclosure of Proprietary Information) will survive for 1 years following the term of the Agreement dated\_\_\_\_\_.



a).Nothing herein contained shall be construed as a grant by implication, estoppels, or otherwise or a license by either party to the other to make, have made, use or sell any product using Proprietary Information or as a license under any patent, patent application, utility model, copyright or any other industrial or intellectual property right covering same.

**8 Damages :** The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach, in addition to other remedies, which may be available, the party violating the terms of Agreement shall be liable for the entire loss and damages on account of such disclosure.

Each party agrees to indemnify the other against loss suffered due to breach of contract and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.

The parties hereby sign this Non-Disclosure Agreement at \_\_\_\_\_ on \_\_\_\_\_

For Vendor/Agency

Witness

Name of authorized officer

i) Name & Address

Official Seal

ii) Name & Address

For Bank Of Maharashtra

Witness

Corporate Service Dept.

i) Name & Address

ii) Name & Address

Date-

## **G. CONTRACT AGREEMENT**

This Agreement entered into on \_\_\_\_\_ by and between **Bank Of Maharashtra** a body corporate constituted under Banking Companies (Acquisition and transfer of Undertaking) Act, 1970 and authorized to carry on business of banking under the Banking Regulation Act, 1976 and having its registered office at **1501 'Lokmangal', Shivajinagar, Pune-411005** (hereinafter referred as Bank which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the administrators, successors, representatives and permitted assigns) on the one part.

AND

\_\_\_\_\_ Company registered under the----- having its registered office at -----  
----

----- and printing presses at -----

herein after referred as the '**Vendor**' which expression shall unless which expression shall unless repugnant to the context or meaning thereof shall include its legal heirs, successors, assigns, executors, liquidators, official assigns etc. of the other part.

Whereas the Bank selects 'Vendor' for the purpose of supply of "**personalized welcome kits**" which are used by the bank in the normal course of business.

AND whereas the Bank issues several work orders to the selected 'Vendor' for getting the "personalized welcome kit" to be supplied by the 'Vendor'.

And whereas the Vendor has represented the Bank through their tender dated ----- that it has requisite skill, knowledge, experience expertise, infrastructure and capability to carry out "supply of personalized welcome kit" for use of Bank.

And whereas the Bank relying on the above representation and request of the Vendor agreed to appoint M/s. ----- as '**Vendor**' for "supply of personalized welcome kit" to the Bank on the terms and conditions detailing the respective rights and obligations in connections with "supply of personalized welcome kit"

### **NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:**

1. The Bank shall issue specific work orders to the 'Vendor' from time to time
2. The Vendor shall arrange for safe custody of the stock of Welcome Kits or its components to be supplied to our bank.
3. The Vendor shall maintain adequate record of the consignments supplied with sequence number.

4. **Details of Scope of Work** : the scope of work of this RFP is supply of Personalized Welcome Kits for the Employees of Bank of Maharashtra is as below. The components of welcome kit are as below :

Sr. No.	Description of Items	Make & Model	Personalized Printing	Quantity (Numbers)
1	Air Pods	Boat (Airdopes 148)	Name of the employee & or Bank's logo on the case	1000
2	Digital Wrist Watch	Boat (Wave Voice Ink Blue)	Bank's logo on the strap of watch	1000
3	Steel Water Bottle	Milton shine 1000 stainless steel water bottle	Name of the employee & Bank's Logo	1000
4	Diary	Atlas (No 37)	Name of the employee & Bank's Logo	1000
5	Metal Kitchen	H 519	Bank's Logo	1000
6	Coffee Mug	Approximately 300 ML Standard Coffee Mug	Bank's Logo and other branding	1000
7	Corporate Office Bags	Standard office bag Wild Adventure  Coalition of above items (Sr No 1 to 6) in the office bag for preparing standard welcome kit		1000
<b>TOTAL quantity of welcome kits</b>				<b>1000</b>

- a) **Description of Product** : - Supply of Personalized welcome kit consisting of Pre Printed items mentioned in Sr No 1 to 6 i.e. Air Pods, Digital Watch, Steel Water bottle, Diary, Coffee Mug, Metal Key Chain collated in Corporate Office bags.
- b) **Art Work** :- will be provided by Bank in soft copy.
- c) **Quantity**- The estimated quantity for each type of product is 1000 pieces each:

The volume mentioned is indicative only, final volume depends upon actual requirement or consumption of the Bank and it is at Bank's discretion.

- d) **Placement of Order** : the order will be placed by Head Office preferably through GeM Portal mentioning delivery location, delivery schedule and quantity of items through Email.

**Delivery Schedule**- after receipt of work order, the delivery should be completed within 30 days from the receipt of work order.

- VI Approval of Sample** : After awarding / allotment of tender, the vendor should first provide samples of all types of items, printed with data provided by the bank for the approval purpose to concerned department. If any modification/ alteration is required in the sample provided, it should be incorporated immediately and revised sample to be submitted for approval till the complete satisfaction of Bank. The actual supply of Welcome Kits to Bank should be started only after sample approval only.

- VII Packing** : after printing the data on each items, all the items should be properly packed in appropriate box provided by the manufacturer along with Item. All the items should be collated in Corporate office bag. After collation, the bag should be packed / wrapped properly to avoid any damage during transit, transportation, loading & unloading.

- VIII Delivery Location** : all the welcome kits to be provided to "bank of Maharashtra, Head Office, 1501, Komnagal, Shivajinagar, Pune 411005"

IX **Testing of Products** :- After completing the dispatch, Bank at its discretion will randomly check the welcome kits. Any discrepancy if found with the specification provided by the Bank in scope of work (point No 1), the entire lot will be rejected by the Bank and the manufacturing cost should be borne by supplier.

X **Visit report** : the sample of welcome kits will be available for inspection to bidders during Pre Bid Meeting. The bidders should inspect the product carefully, understand Bank's requirement thoroughly and then quote the rate. Any deviation from the specification mentioned to the lower grade will strictly not allowed.

#### XI **Completeness of Work:**

'The job of personalized printing & supply will be deemed as incomplete if any requisition of the welcome kit is not delivered within time or is delivered within time but not acceptable to Bank of Maharashtra after acceptance testing/ examination.

In case of any undelivered requisition/ order for a continuous period of 45 days, Bank has right to commission the re-procurement process for the said orders/requisitions and the vendor/ bidder shall be liable to indemnify the Bank for all costs including the re-procurement costs.

XIII **After Sales Service** : after sales service is the essence of this RFP. The service after sales should be rendered in true spirit to get the recurring orders, business continuation.

The items should be supplied with standard Guarantee / warranty from manufacturer pertaining to that product. After supplying the welcome kits, any issue if arises regarding the quality or functioning of any of the products supplied, it should be attended and resolved immediately by the suitable way. Viz.

g) repairing in case of air pods, digital watch, corporate bags, etc.in company authorized service center. Such a repairing should be completed within 7 days from hand over of the product by the bank to vendor. .

h) replacement in case of water bottle, diary, kitchen

i) if products not repaired within a stipulated time of 7 days, the product should be replaced by claiming the warranty / guarantee.

j) All the repairing & replacement work should be carried out hassle free without any trouble to Bank and its officers.

k) Period of after sales service: From the date of supply of welcome kits, after sales service should be provided for minimum period of one year from the date of supply of individual product.

If any product comes with manufacturer' s warranty beyond one year, the same will be applicable.

l) At any point of time, if vendor fails to provide the after sales service s mentioned above, it will lead to invocation of Bank Guarantee / Performance Security Deposit.

5. The Vendor shall insure that the all the components of welcome kits are supplied as per specifications given by the Bank in each specific work order with maximum care and shall be free from any mistakes, etc.

6. **The Vendor shall deposit Performance bank Guarantee to the tune of 5% of entire contract value** with the Bank in the form of Performance Security Deposit or Performance Bank Guarantee or Demand Draft favoring Bank of Maharashtra. No interest will be payable on this deposit. Security deposit amount will be returned to the Vendor on completion of 12 months from the date of supply of final lot of work order. The Bank reserves the right to

forfeit the security deposit of the Vendor, if any, in the event of non-compliance of any of the tender terms and conditions.

7. Any shortage reported by the consignee shall be on account of the Vendor and the Vendor shall be liable to make good the said loss to the Bank. The Bank shall be entitled to recover the amount of loss as reported by the consignee from any amount payable by the Bank to the Vendor. In the event of loss or pilferage of the consignment of the vendor during the course of transit or transportation, the Vendor shall also arrange for lodging FIR with the appropriate police authorities concerning the loss of any consignment or part thereof and shall also initiate necessary legal action as may be required or warranted in connection with the loss of consignment or part thereof.
8. The Vendor specifically agrees and undertakes to complete the work within the time stipulated by the Bank in each work order. In the event of failure on the part of the Vendor to complete the printing all the components and supply of welcome within the time stipulated by the Bank in the specific work order, the Bank shall be at liberty to cancel the entire order or a part thereof at its sole discretion. In case any work order is cancelled by the Bank either in whole or in part, any loss resulted to the vendor shall be borne by the vendor. The Bank may recover such penalty together with costs, expenses; charges etc. From the vendor from any amount payable by the Bank to the vendor or by debit to any of the accounts of the Vendor with the Bank. Delay in supply of Personalized Welcome Kits will be viewed seriously and penalty as may be decided by Bank shall be imposed at the discretion of the Bank. However minimum penalty shall be imposed on Vendor as under:

Reason	Penalty
Rejection of particular Lot / consignment.	110% of cost of welcome kits Supplied against that particular consignment / lot
Wrong printing (detected after dispatch) resulting in rejection of Welcome Kit	Rs.200 per wrong printing Item + cost of welcome kit
Wrong printing (detected after dispatch) with minor mistakes and not resulting in rejection of Envelops	Rs.200 per record
Delay in delivery of welcome kit up to 1 week (per lot as mentioned in delivery schedule)	Rs. 500 per welcome kit
Delay in delivery of welcome kit over 1 week (per lot as mentioned in Delivery schedule)	Rs. 700 per Envelop
Delay in submission of bills along acknowledged POD/ receipt of delivery confirmation above 90 days from the date of bill generation.	Cancelation of payment against the particular consignments.

In any case the amount of maximum penalty will not be exceeding 10% of the accepted contract sum/order value.

9. The Vendor vouchsafes the Bank that utmost secrecy shall be maintained by the Vendor in respect of the print & supply of Personalized Welcome Kits, undertaken by the Vendor in respect of each work order including the design, artwork, water markings etc. and shall not divulge any details pertaining to the aforesaid matters to any person or party. In the event of any loss occurring to the Bank on account of divulgence of such details in connection with the printing undertaken by the Vendor through the medium of any of the employees or agents of the Vendor, the Bank shall be entitled to recover such loss from the Vendor, the Vendor hereby agrees to indemnify the Bank and hereby keeps the Bank indemnified against any loss which the Bank may sustain on account of divulgence of the details of printed security forms etc.
10. The Vendor shall submit the bills for the executed work orders to the Corporate Services, Head Office, Pune , along with the receipt of acknowledgement / POD of courier or speed post confirming the delivery of Personalized welcome kits to designated office / Branch.
11. The Vendor agrees to indemnify the Bank and hereby keeps the Bank indemnified in respect of any loss, damages, costs including the costs incurred by the Bank in recovery of the money through legal process, expenses, charges etc. for the following:
  - a. Loss of articles as per work orders and /or during the course of transit after completion of the printing order while dispatch and supply of the same in accordance with the instructions of the Bank to various branches/ offices of the Bank including the loss of Personalized Welcome Kits and any consequential loss which may be suffered by the bank on account of theft or pilferage of the items whether printed or not.
  - b. Loss or damage suffered by the Bank on account of failure of the Vendor to execute any specific work order within the stipulated time by the Bank in the work order.
  - c. Loss or damage resulting to the Bank on account of mistakes occurring in printing, binding, numbering and /or any deficiency in the fugitivity of the ink used by the Vendor.
  - d. Loss or damage resulting to the Bank on account of Items supplied to Bank as stipulated by the Bank/ RBI/ IBA/ Government/ concerned authority from time to time in respect of each work order issued to the Vendor.
12. The Vendor will comply with any guidelines for security arrangements which may be advised by the Bank/IBA/RBI/ any other concerned authority for the printing of components of Personalized welcome kits
- 13. The amount of loss, damages suffered by the Bank shall be determined by the Bank at its sole discretion and the same shall be final, conclusive and binding upon the Vendor.**
14. If the Vendor fails to complete the due performance as per this agreement and breaches any of the terms of this agreement the Bank reserves the right to terminate the contract and recover the liquidated damages as per clause No.08 and necessary amount will be recovered from performance security deposit. Both Penalty and liquidated damages are independent of each other and leviable and applicable separately and concurrently.
15. SETTLEMENT OF DISPUTES:

- i. Should any dispute or difference of any kind whatsoever arise between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.
  - ii. If after 30 days the parties fail to resolve their disputes or difference by such mutual consultation, then either the Bank or the Vendor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute. No arbitration in respect of this matter may be commenced unless such notice is given.
  - iii. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be settled in accordance with the Arbitration and Conciliation Act, 1996 preferably by sole arbitrator.
  - iv. Arbitration proceedings shall be held at Bank's office i.e. Head Office that placed the order and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
  - v. The process of arbitration shall be conducted by a sole Arbitrator appointed by the Bank.
  - vi. The cost of Arbitration proceeding will be bear by both the parties equally.
  - vii. During the arbitration, the vendor has to ensure delivery of its services till the finalization of the proceedings.
16. Depending upon the recurring requirement of similar products / similar scope of work, Bank at its discretion may extend the contract for the supply of Personalized Welcome Kits / articles of Welcome Kits with same terms and conditions of this RFP for another 01 year.
17. If the Vendor commits breach of any of the terms of this Agreement or causes unreasonable delay in the performance of his duties under this Agreement, the bank will be entitled to terminate the Agreement by 90 days prior notice to the Vendor and on the expiration of the said period, this Agreement will stand terminated.
- 18. The bidder should not modify this Agreement without the prior written consent of the Bank.**
19. All notices to be given under this Agreement shall be made in writing and shall be delivered either (a) by Registered Post (b) by Courier Service or (c) by facsimile (confirmed by registered mail) their respective following addresses unless otherwise altered by written Notice by the parties hereto.

**Address of the Bank:**

Asst. General Manager,  
Bank of Maharashtra  
Corporate Services, 1501, Lokmangal, Shivajinagar, Pune-411005  
Phone No. E Mail:

**Address of the Vendor:**

20. All data and information relating to the Manufacture, print & supply of “Personalized Welcome Kits” and any other information, details or documents of the Bank which comes to the knowledge of Vendor/s shall be treated as confidential and no unauthorized person shall be allowed by the Vendor to deal with the same. Vendor shall handover and deliver back to the Bank on conclusion of the assignment all data or information as may be entrusted / assigned, developed or come in Vendor’s possession.
21. If any term of this Agreement is found by competent authority to be void, voidable, illegal or otherwise unenforceable, the remaining terms of this Agreement shall remain in full force and effect.
22. This Agreement shall be governed by Indian laws and the courts in Pune alone shall have jurisdiction for any dispute arising out of as in relation to this Agreement.

SIGNED AND DELIVERED by the

Within named Bank, Bank of Maharashtra

Through Shri/Smt.

It’s Authorized Signatory/Constituted Attorney

Date:

In the presence of

1. \_\_\_\_\_

2. \_\_\_\_\_

Date:

SIGNED AND DELIVERED by the

Within named Vendor,

Through Shri.

It’s Authorized Signatory

Date:

In the presence of

1. \_\_\_\_\_

2. \_\_\_\_\_

Date:



**(ANNEXURE of the Agreement )**

**SPECIFIC SERVICE:**

Supply of Personalized Welcome Kit with all the components to the Bank based on the orders placed by the Bank from time to time.

1. The Vendor shall , at the written/ e mail request of the Bank, Manufacture, print & supply of “Personalized Welcome Kits”
2. The process mentioned above should be completed within **30 days** from the time when request / indent is made to the Vendor by the Bank for Manufacture, print & supply of “Personalized Welcome Kits”. The Vendor will strictly adhere to the time line of 30 days for completion of the job. Else bank can issue specific delivery schedule at its discretion.
3. Personalized Welcome Kits :

The details of the timelines are tabulated below, considering T as the date on which the bank sends the data file to the Vendor:

Sr.No.	Activity	Days
1	Dispatch of data to the Vendor by the Bank	T
2	Receipt of the data by Vendor	T
	Submission & approval of sample	T +7
4	Completion of delivery of all the welcome kits ( as per approved samples)	Within 30 days from approval of samples.

4. In the event of failure on the part of the Vendor to complete the Manufacture, print & supply of “Personalized Welcome Kits” within the time stipulated as above, the penalty to be levied as specified in this Agreement on Point No. 8 of page no. 37

## **H. Integrity pact**

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of month of \_\_\_\_\_ 2024, between on one hand, Bank of Maharashtra through authorized official Shri. \_\_\_\_\_, Assistant. General Manager, Corporate Services Department, Bank of Maharashtra Head Office, 1501, Lokmangal, Shivajinagar, Pune-5 (hereinafter called the "BANK", which expression shall mean and include unless the context otherwise required, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri. \_\_\_\_\_ Proprietor/Partner (herein called the "BIDDER" which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

WHEREAS the BANK proposes to carry out "**Tender for the supply of Personalized Welcome Kits to the Employees of Bank of Maharashtra**" for supply to all the customers/ branches across pan India (said work) and the BIDDER is willing to offer/has offered for the aforesaid work and

WHEREAS the BIDDER is a private company/public company/Government undertaking /partnership/ registered export agency / LLP, constituted in accordance with the relevant law in the matter and the Bank is Corporate Services Department of Bank of Maharashtra.

NOW, THEREFORE,

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

Enabling the BANK to obtain the desired said Equipment/product/services 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 to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BANK will commit to prevent corruption, in any form by its officials by following transparent procedures.

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

Commitments of the BANK:

- 1.1. The BANK undertakes that no officials of the BANK, connected directly or indirectly with 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 Bidders either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation contracting or implementation process related to the contract.

- 1.2. The BANK will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage that particular BIDDER in comparison to other BIDDERS.
  - 1.3. All the officials of the BANK will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BANK with full and verifiable facts and the same is prima facie found to be correct by the BANK, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be initiated by the BANK and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BANK the proceedings under the contract would not be stalled.

#### COMMITMENTS of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe gift consideration reward favor, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the BANK, connected directly or indirectly with bidding process, or to any person organization or third party related to the contract in exchange for any advantages in the bidding, evaluation contracting and implementation of the contract.
  - 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees brokerage or inducement to any officials of the BANK or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with Government.
  - 3.3. BIDDERS shall disclose the name and address of agents and 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 bid/contract.
  - 3.5. The BIDDER further confirms and declares to the BANK that the BIDDER is the original manufacturer/integrator and not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to

recommend to the BANK or any of its functionaries whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession facilitation or recommendation.

- 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 BANK or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7. The BIDDER will not collude with other parties interested in the contract 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. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the BANK as part of 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 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 BANK, or alternatively, if any relative of an officer of the BANK has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.  
The term 'relative; for this purpose would be as defined in Section 6 of the Companies Act 1956/ Section2 (77) of the Companies Act, 2013.
- 3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BANK.

#### 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 reason.

#### 5. Earnest Money (Security Deposit)

- 5.1. While submitting commercial bid, the BIDDER shall submit bid securing declaration form (to be specified in RFP) as Earnest Money Deposit/ Security Deposit, with the BANK through any of the following instruments:
  - 5.2. Bank Draft or Pay Order in Favor of Bank of Maharashtra
  - 5.3. A Confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BANK on demand within three working days without any demure whatsoever and without seeking any reason whatsoever. The demand for payment by the BANK shall be treated as conclusive proof of payment.
  - 5.4. The Earnest Money/Performance Security Deposit shall be valid up to a period of two year 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. Tender fee will be non-returnable once paid to the Bank.
  - 5.5. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond/performance security deposit for the said work that the provisions of Sanctions for Violation shall be applicable for forfeiture of performance Bond/performance security deposit in case of decision by the Bank to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
  - 5.6. No interest shall be payable by the Bank to the BIDDER in 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 its or action on its behalf (Whether with or without the knowledge of the BIDDER) shall entitled the Bank to take all or any one of the following actions, wherever required :-
  - 6.2. To immediately call of 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.
  - 6.3. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit / Performance Bond /performance security deposit (after the contract is signed) shall stand forfeited either fully or partially, as decided by the Bank and the Bank shall not be required to assigning any reason therefore.
  - 6.4. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - 6.5. To recover all sums already paid by the BANK, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of Bank of Maharashtra, while in case of a BIDDER from country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BANK in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - 6.6. To encash the advance Bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the Bank, along with interest.

- 6.7. To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Bank resulting from such cancellation/rescission and the BANK shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- 6.8. To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BANK.
- 6.9. 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.
- 6.10. In cases where irrevocable letter of credit have been received in respect of any contract signed by the BANK with the BIDDER, the same shall not be opened
- 6.11. Forfeiture of Performance Bond in case of a decision by the BANK to forfeit the same without assigning any reason for imposing sanctions for violation of this Pact.

7. Fail Clause:

The Bidder undertakes that it has not supplied / is not supplying similar products/systems or subsystems/ services 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 products/systems or sub systems was supplied by the Bidder to any other Ministry/Department of 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 BANK, if the contract has already been concluded.

8. Independent Monitors:

The BANK has appointed Independent Monitors as below :

<p><b>Shri. Suresh Chandra Panda</b></p> <p>301, Sai Ashirbad, K-1/196, Kalinga Nagar, Bhubaneswar, Odisha-751003 Email – <a href="mailto:sureshpanda@yahoo.com">sureshpanda@yahoo.com</a></p>	<p><b>Shri. G. Venugopal Reddy</b></p> <p>C-404, Trendset Rythme Apartments, Whitefield, Kondapur, Hyderabad-500084 Email – <a href="mailto:venu1960@gmail.com">venu1960@gmail.com</a></p>
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(Hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

- 8.1. 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.
- 8.2. The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- 8.3. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.4. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BANK.

- 8.5. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BANK including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his pocket documentation. The same is applicable to sub bidders. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontract(s) with confidentiality.
- 8.6. The BANK will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.7. The Monitor will submit a written report to the designated Authority of BANK in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BANK/BIDDER and, should the occasion arise, submit proposals for correction problematic situations.

#### 9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission the BANK or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

#### 10. Law and Place of Jurisdiction

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

#### 11. Other Legal Actions:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

#### 12. Validity:

- 12.1. The validity of this Integrity Pact shall be from date of its signing and extend up to 01 years or the complete execution of the contract to the satisfaction of both the BANK and the BIDDER/Seller, including warranty period whichever is later, in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2. Should one or several provisions of this pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BUYER  
Name of the Officer: -----  
Designation: Assistant Gen. Manager  
Corporate Services Department  
Bank of Maharashtra  
(Office Seal)  
Place \_\_\_\_\_  
Date \_\_\_\_\_

Witness:  
1 \_\_\_\_\_  
(Name & Address) : \_\_\_\_\_  
  
2 \_\_\_\_\_  
(Name & Address) : \_\_\_\_\_

BIDDER  
CHIEF EXECUTIVE OFFICER  
(Office Seal)

Witness:  
1 \_\_\_\_\_  
(Name & Address) : \_\_\_\_\_  
  
2 \_\_\_\_\_  
(Name & Address) : \_\_\_\_\_



**Annexure-I**

**QUERIES RELATED TO RFP**

<b>Request for proposal for “Tender for the supply of Personalized Welcome Kits to the Employees of Bank of Maharashtra”</b>					
VENDOR'S NAME					
Sr No	Page #	Point / Section #	Main Section name	Clarification point as stated in tender document	Comment / Suggestions

(The above queries can be submitted by email prior to Pre-bid meeting date)

**Only one Authorized representatives of the bidder will be allowed to attend the Pre-Bid meeting and during the tender opening process.**

**Annexure -II**

**FORMAT OF UNDERTAKING, TO BE FURNISHED IN COMPANY LETTER HEAD WITH REGARD TO BLACKLISTING/NON-DEBARMENT, BY ORGANIZATION**

UNDERTAKING REGARDING BLACKLISTING/ NON-DEBRMENT

To,  
Assistant General Manager,  
Corporate Services  
Head Office, Lokmangal  
Bank of Maharashtra  
Shivajinagar, Pune – 5

We here by confirm and declare that we, M/s----- is not blacklisted/De-registered/debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have executed/undertaken the works/services during the last 05 years.

For -----

Authorized Signatory  
Date:

**Annexure-III**

**BANK GUARANTEE- PAYMENT OF PERFORMANCE SECURITY DEPOSIT**

Bank Guarantee No.
Bank Guarantee Amount
Date
Claim Amount
Account

THIS GUARANTEE AGREEMENT executed at \_\_\_\_ this ..... day of Two Thousand Twenty Four.

**BY**

.....**issuing Bank**....., a body corporate constituted under Banking Corporation (Acquisition and Transfer of Undertakings) Act, 1980, having its Registered Office/ Head Office at ..... and a Branch Office at..... (hereinafter referred to as "**the Guarantor**", which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors and assigns)

**In favour of**

Bank of Maharashtra, a body corporate constituted under Banking Companies (Acquisition and transfer of Undertaking) Act, 1970 and having its Registered office at 1501, Lokmangal, Shivajinagar, Pune – 41 1005 (hereinafter referred to as "**BANK**" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

1. **WHEREAS** Bank of Maharashtra, Shivajinagar, Head Office, Pune and M/s \_\_\_\_\_ having their registered office at

.....(hereinafter called "the vendor" which expression shall unless repugnant to the extent and meaning thereof includes its successor and assign) have entered into contract for work of "**Tender for the supply of Personalized Welcome Kits to the Employees of Bank of Maharashtra**" and related tender Documents( Tender No. **AX1/CSD/STN/Persono Welcome Kit Dated : \_\_\_\_\_**), general terms and conditions of Contract and Agreement (hereinafter collectively referred to as "the said documents", with M/s \_\_\_\_\_ and said Vendor has accepted the work more particularly described in the tender of the said documents (hereinafter collectively referred to as "**said work**"), subject to payment of the

purchase price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained the said documents.

2.**AND WHEREAS** pursuant to the above arrangement, the BANK, has placed work order dated ..... for "**Tender for the supply of Personalized Welcome Kits to the Employees of Bank of Maharashtra**" (hereinafter referred to as "**The Work Order**"), with **M/s** ....., subject to the terms and conditions contained in the said documents and the vendor has duly confirmed the same.

3 .**AND WHEREAS** the said documents and the unconditional, unqualified and absolute acceptance by the vendor are hereinafter collectively referred to as "**the Contract**".

4 .**AND WHEREAS** the vendor has returned the duplicate copy of the Work Order duly signed as token of its unconditional, unqualified and absolute acceptance, for the said work and has confirmed the performance/ execution of the said Contract and the said documents.

5.**AND WHEREAS** in accordance with the terms and conditions of the Contract, the vendor has agreed to procure an unconditional and irrevocable performance Bank guarantee, in favour of the BANK of Maharashtra, Head Office Pune from a Scheduled BANK (herein referred as **Guarantor**), for securing towards faithful observance and performance by the VENDOR of the terms, conditions, covenants, stipulations, provisions of the said Contract.

6.**AND WHEREAS** at the request of the Vendor, the Guarantor has agreed to guarantee the BANK, payment of **amounting to 5% of entire Contract value** towards faithful observance and performance by the vendor of the terms of the Contract.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

In consideration of the above, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees to the BANK as follows:

1. The Guarantor hereby guarantees and undertakes to pay, on demand, to the BANK at its office at 1501, Lokmangal Shivajinagar Pune forthwith, an amount of **5% of entire Contract value** or any part thereof, as the case may be, as aforesaid due to the BANK from the VENDOR, towards any loss, costs, damages, etc. suffered by the BANK on account of default of the VENDOR in the observance and performance of the terms, conditions, covenants, stipulations, provisions of the contract, without any demur, reservation, contest, recourse or protest or without any reference to the VENDOR. Any such demand or claim made by the BANK, on the Guarantor shall be conclusive and binding notwithstanding any difference or any dispute between the BANK and the VENDOR or any dispute between the BANK and the VENDOR pending before any Court, Tribunal, Arbitrator, or any other authority.

2. The Guarantor undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the BANK and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the BANK, in writing.
3. The BANK shall be the sole judge to decide whether the VENDOR has failed to perform the terms of the said Contract by the VENDOR to the BANK and on account of the said failure what amount has become payable by the VENDOR to the BANK under this Guarantee. The decision of the BANK in this regards shall be conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the BANK to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.
4. To give effect to this Guarantee, the Guarantor shall be liable under this guarantee as if it were the principal debtor.
5. The liability of the Guarantor, under this Guarantee shall not be affected by
  - i. any change in the constitution or winding up of the VENDOR or any absorption, merger or amalgamation of the VENDOR with any other Company, Corporation or concern; or
  - ii. any change in the management of the VENDOR or takeover of the management of the VENDOR by the Government or by any other authority; or
  - iii. acquisition or nationalization of the VENDOR and/or of any of its undertaking(s) pursuant to any law; or
  - iv. any change in the constitution of the BANK; or
  - v. any change in the setup of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or
  - vi. the absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.
6. Notwithstanding anything contained hereinabove, the liability of the Guarantor hereunder shall not exceed **5% of entire Contract value.**
7. **This Guarantee will expire on completion of 01 years from the date of Guarantee.** Any demand or claim under this Guarantee must be received by the Guarantor within above said period and if no such demand or claim has

been received by the Guarantor by the date mentioned as aforesaid, then all the rights of the BANK under this Guarantee shall cease.

8. For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of Pune city where the BANK has its Head Office shall alone have jurisdiction to the exclusion of all other courts.
9. Bank of Maharashtra shall be at liberty to vary, and alter or modify any of the terms and conditions of the Agreement/tender including without limitation to extend from time to time, the time for the performance of the Agreement/tender by the Vendor or to postpone from time to time any of the powers exercisable by BANK of Maharashtra against the Vendor, to forbear or to enforce any of the terms and conditions of the Agreement/tender, without in any manner affecting this Guarantee and without notice to or assent of the BANK provided that nothing contained hereinabove extends or enlarges the liability of the BANK under this guarantee.
10. The Guarantor waives any right requiring to BANK of Maharashtra proceed first against the Vendor or requiring BANK of Maharashtra to first enforce any other security or any other guarantee.
11. The Guarantor agrees and confirms that its obligation to make payment to BANK of Maharashtra on demand hereunder and discharge of such obligation shall not be delayed, exercised or avoided by reason of any act or omission on the part of BANK of Maharashtra and the legal consequence of which may be the discharge of the BANK as guarantor.
12. The Guarantor declares and confirms that the BANK has taken all necessary corporate action to authorize the execution delivery and performance of this Guarantee in accordance with the terms hereof and that the BANK has full power to enter into and performance & discharge its obligations undertaken hereunder and this Guarantee constitutes legal, valid and binding obligation of the BANK, enforceable in accordance with its terms.
13. This guarantees shall be governed by and construed in all respects according to the laws of the India and shall be subject to the jurisdiction of the court in Pune.

14. All notices, demands or communications required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched and acknowledged as received as follows:

IF to the BANK:  
The Branch Manager  
The Name of BANK and Address

IF to BANK of Maharashtra, Head office, Pune:  
BANK of Maharashtra, Lokmanagal,  
Head office, Shivajinagar, Pune - 411005.

Any party hereto may change its address by a notice given to the other party hereto in the manner set forth above, all notices, demands and other communications shall be made in writing thru letter/ fax or courier/registered post.

15. Any forbearance or indulgence on the part of BANK of Maharashtra, Head office, Pune in the enforcement of the covenants, agreements, conditions and provisions express or implied on the part of the Vendor to be performed, observed or complied with by the Vendor under the Agreement /terms & conditions of tender shall in no way relieve the Guarantor of its liability under the Guarantee provided that nothing contained hereinabove extends or enlarges the liability of the Guarantor under this guarantee.

16. Terms and expression defined in the Agreement / tender and used herein shall have the meanings assigned to them therein save and except where the context otherwise require.

**Notwithstanding anything contained herein:**

- i. The BANK's liability under this Bank Guarantee shall not exceed **Rs. \_\_\_\_\_ Lakh (Rupees \_\_\_\_\_ lakhs ) which is amounting to 5% of entire Contract value.**
- ii. This BANK Guarantee shall be valid upto 12 months i.e / / **2025** and
- iii. The Guarantor is liable to pay the Guaranteed amount or part thereof under this BANK Guarantee only and only if the beneficiary(BANK) serves upon the Guarantor a written claim or demand on or before / / **2025** (Date of Expiry of Guarantee).
- iv. Every Guarantee shall be issued (regardless of the guarantee period) with a minimum claim period of one year from the date of expiry on top of the guarantee period so as to avail benefit of Exception 3 of the Section 28 of the Indian Contract Act, 1872.

OR

- v. If a BANK Guarantee is issued with a claim period of less than one year and three months on top of the guarantee period, then such guarantee will not have the benefit of Exception 3 of the Section 28 of Indian Contract Act,1872.

This guarantee is non-assignable and non-transferable.

**IN WITNESS WHEREOF THE BANK HAS SET ITS HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN**

SIGNED AND DELIVERED BY

the within named Guarantor,

\_\_\_\_\_,

by the hand of Shri. \_\_\_\_\_,

its authorized official.

- Note :-**
- a) The Name and Designation of the Authorized officer(s) of the BANK should be compulsorily mentioned.
  - b) A copy of the resolutions/power of attorneys authorizing the officer(s) for executing the aforesaid guarantee.



**ANNEXURE-IV**

**Bid Securing Declaration Form**

Date: \_\_\_\_\_

Tender No. **AX1/CSD/STN/Perso Welcome Kit**

**Dated : 09/05/2024**

To,  
**Assistant General Manager,**  
Corporate Servicer Dept.  
Bank of Maharashtra,  
1501,Lokmangal,  
Shivajinagar, Pune

I/We. The undersigned, declare that: I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, in case I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: \_\_\_\_\_ (insert signature of person whose name and capacity are shown)  
in the capacity of \_\_\_\_\_ (insert legal capacity of person signing the Bid Securing Declaration)

Name: \_\_\_\_\_ (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder) Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

## ANNEXURE-V

### VISIT REPORT

(To be furnished on the Letter Head of the Bidder)

Subject : Visit to “Bank of Maharashtra” for the RFP of “Tender for the supply of Personalized Welcome Kits to the Employees of Bank of Maharashtra”

Tender No : AX1/CSD/STN/Perso Welcome Kit

Dated :

I/We have visited the “Bank of Maharashtra, Corporate Service Department, 1501, Lokmangal, Shivajinagar, Pune – 411005”. The details of visit are as below :

Sr. No.	Particular		Remark
i	Date & time of Visit		Date : Time :
ii	Inspected the samples of all Articles / Components of Personalized welcome kits	Yes / No	
iii	Understood clearly the specifications as per Bank's requirement mentioned in the scope	Yes / No	
iv	Understood clearly the detailed scope of work	Yes / No	
v	All the queries regarding this RFP has been resolved	Yes / No	

Name of the Bidder : \_\_\_\_\_

Address : \_\_\_\_\_  
\_\_\_\_\_

Name Authorised representative of the Bidder : \_\_\_\_\_

Stamp & Signature of Authorised representative of Bidder : \_\_\_\_\_

Name & Signature of the Bank Officer : \_\_\_\_\_

# PRICE BID VOL-II

## PRICE BID

- Price Bid to be uploaded in Commercial Bid / Financial Bid on GEM PORTAL only.
- The price should not be disclosed in Technical Bid which is uploaded on GeM portal, otherwise the bid will be rejected.
- The below format of price bid is for illustration purpose. Actual bid should resemble to GeM format.

Sr. No.	Description of the Items	Make and Model	Personalized Printing	Quantity (Numbers)	Unit Rate (Rs)	Amount (Rs)	GST @ _____% (Rs)	Total Amount (Rs)
1	Air Pods	Boat (Airdopes 148)	Name of the employee & or Bank's logo on the case	1000				
2	Digital Wrist Watch	Boat 9Wave Voice Ink Blue)	Bank's logo on the strap of watch	1000				
3	Steel Water Bottle	Milton shine 1000 stainless steel water bottle	Name of the employee & Bank's Logo	1000				
4	Diary	Atlas (No 37)	Name of the employee & Bank's Logo	1000				
5	Metal Kitchen	H 519	Bank's Logo	1000				
6	Coffee Mug	Approximately 300 ML Standard Coffee Mug	Bank's Logo and other branding	1000				
7	Corporate Office Bags	Standard office bag Wild Adventure	Bank's Logo	1000				
Coalition of above items (Sr No 1 to 6) in the office bag for preparing standard personalized welcome kit for the supply to employees of the Bank.								
<b>TOTAL</b>								