



**Bank of Maharashtra
(One Family... One Bank... Mahabank)**

EOI Ref No. BOM/TP_Empanelment/EOI/01/2024-25

**Expression of Interest (EOI) For
Empanelment of Training Partner(s) for Various Training
Requirements of the Bank**



Head Office, 'LOKMANGAL'
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IMPORTANT CLARIFICATIONS AND ABBREVIATIONS

Following terms are used in the document interchangeably to mean:

1. Bank means 'Bank of Maharashtra'
2. Bidder means the respondent to the EOI document/Vendor/Supplier/Contractor.
3. EOI means the Expression of Interest
4. L&D means Learning and Development
5. LMS means Learning Management Solutions
6. HRMS means Human Resource Management Solutions



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1. Introduction

- 1.1 Bank of Maharashtra is a nationalized bank with a standing of 89 years. It has a three tier organizational set up consisting of Branches, Zonal Offices and Head Office.
- 1.2 Bank has more than 2600 branches/offices across the length and breadth of the country. In the state of Maharashtra, Bank has more than 1150 branch offices, the largest network of branches of any Public Sector Bank in a state. Bank has set up specialized branch offices to cater to the needs of SMEs, Corporate, agriculturists and importers & exporters. All the Branches of Bank are networked and under Core Banking Solution.
- 1.3 The products and services offered by Bank include demand deposits, time deposits, working capital finance, term lending, trade finance, retail loans, government business, banc assurance business, mutual funds and other services like DEMAT, ASBA, credit card, lockers merchant banking, APY, PPF, NPS, Social Security Schemes etc. as permitted in the regulatory guidelines in the country etc.
- 1.4 Bank is known as a frontrunner in implementation of technology initiatives, product innovations and digital initiatives.

2. Current Learning and Development Scenario in Bank

- 2.1 Bank's vision is to be a vibrant, forward looking, techno-savvy, customer centric bank serving diverse sections of the society, enhancing shareholders' and employees' value while moving towards global presence.
- 2.2 Bank of Maharashtra is committed to become an exemplary organization and a great place to work and learn. Personal and professional development, including inter-personal effectiveness, of all the employees is a key element in accelerating growth trajectory of BoM and to meet the future challenges and overcoming them with confidence and resilience. The L&D mission statement is *"to instill a culture of learning in our bank and ensuring that our employees are highly skilled, proficient and equipped with the latest trends and technologies"*. Bank has a total of six internal training facilities as follows:
 - Staff Training College, Pune
 - Information and Technology Training Institute, (ITTI), Pune
 - Staff Training College, Bhopal
 - Staff Training Centre, Dahanukar, Pune
 - Staff Training Centre, Nagpur
 - Staff Training Centre, Mumbai
- 2.3 Bank has its own Learning Management Solution (LMS) in HRMS. Bank aspires to provide quality learning interventions to all our employees.
- 2.4 In addition to imparting internal trainings to our employees through staff training colleges/ centers, Bank also nominates employees to external training programs on regular basis.

To impart training and other learning interventions, Bank would like to appoint Training partner/s to assist the bank in providing services mentioned in the Scope Section

(3.10) of this document.

3. About EOI

The EOI document is not a recommendation or invitation to enter the contract, agreement or any other arrangement in respect of the services. The provision of the empanelment is subject to compliance to the selection process and appropriate documentation being agreed between the Bank and selected Training Partners as identified by the Bank.

3.1. Objective

3.1.1. It is Bank's endeavor to provide focused training on various banking/ management aspects to all employees of the Bank in a dedicated manner at single/ multiple locations across the country.

3.1.2. Thus, Bank of Maharashtra invites applications from reputed Bidders / Training Partners to submit their "Expression of Interest" who fulfil the eligibility criteria (Annexure 10) for empanelment of Training Partners.

3.2. Terms and Conditions

3.2.1. Terms and conditions for Training Partner(s) who participate in the EOI are specified in the "Terms and Conditions" section. These terms and conditions will be binding on all the Training Partner(s). These terms and conditions will also form a part of the empanelment letter / order to be issued to the successful Training Partner (s) on the outcome of the EOI process.

3.2.2. The Bid submission shall be conducted in offline Mode. The Bidder should submit the duly signed hard copy of the bid along with soft copy of the bid, in pen drive, to the Bank's registered office address as mentioned in Section 3.7.

3.3. Soft Copy of EOI document

The soft copy of the EOI/Notice inviting EOI document will be made available on the bank's website i.e. <https://bankofmaharashtra.in/>, under 'Tender Section'.

3.4. EOI Schedule

Date of issue of EOI	21/06/2024
Last date and time for submission of query	28/06/2024 2.00 PM
Pre-Bid meeting with Bidders	08/07/2024, 3:30 PM
Last date and time for submission Of Bid Document	15/07/2024 4.00 PM



Date and Time of Technical Bid Opening	16/07/2024
Place of opening of Bids	Staff Training College, Pune Bank of Maharashtra
Cost of EOI (Non-Refundable)	NIL
Address & Contact Details	Staff Training College Bank of Maharashtra, Pawar Bldg, Deccan Gymkhana Pune – 411004 Contact Number: 8605862630 E-mail Ids: cmlearning@mahabank.co.in faculty1stc@mahabank.co.in agmstc@mahabank.co.in principalstc@mahabank.co.in
Website	https://www.bankofmaharashtra.in

3.5. Opening of Offers by Bank

EOI offers received within the prescribed closing date and time will be opened only on scheduled date & time. Any offers received after the prescribed date and time, will not be considered for evaluation.

3.6. EOI validity Period

The EOI should hold good for a period of 180 days from the date of floating of EOI.

3.7. Address of Communication

All communications should be addressed to the following office at the address given below:

Assistant General Manager
Staff Training College
Bank of Maharashtra
Pawar Bldg, Deccan Gymkhana
Pune – 411004

8605862630 / 8308140892

Emails:

cmlearning@mahabank.co.in
faculty1stc@mahabank.co.in
agmstc@mahabank.co.in
principalstc@mahabank.co.in

3.8. Eligibility Criteria

3.8.1. Interested Training Partner(s) who are capable to deliver the solution / product / service / technology as mentioned in the EOI document and meet the Eligibility Criteria as per **Annexure-10**, may respond.



- 3.8.2. Non-compliance to any of the Eligibility Criteria would result in outright rejection of the bidder's proposal. The bidder is expected to provide proof for each of the points for eligibility criteria evaluation. The proof provided must be in line with the details mentioned in "Documents to be submitted for Compliance". Any credential detail mentioned in "Eligibility Criteria Compliance" not accompanied by relevant proof documents will not be considered for evaluation.

3.9. Empanelment Process

The Training Partner institutions will be empaneled as per the following process:

- 3.9.1. Institutions satisfying the eligibility criteria will be shortlisted after scrutiny of documents submitted by the Bidders.
- 3.9.2. The shortlisted institutions will be evaluated further as per the technical evaluation criteria mentioned in **Annexure – 11**.
- 3.9.3. A firm/ institute scoring 70%, or more will be empaneled by the Bank. The decision taken by the Bank shall be final and no representation or correspondence shall be entertained.
- 3.9.4. The institutions which become eligible after technical evaluation, will be empaneled by the Bank.
- 3.9.5. Bank reserves the right to accept / reject any or all Expression of Interest (EOI) received in response to this advertisement without assigning any reasons, whatsoever.

3.10. Broad Scope of Work

- 3.10.1. Through this Expression of Interest (EOI), Bank envisions to empanel Training Partner(s) for imparting various trainings as listed in the table below- Table: Indicative list of Topics (List is indicative and can be modified as per need basis).
- 3.10.2. The scope of the project is to design appropriate training programme, suitable for the Bank's HR / Training needs of the employees in collaboration with the Bank's team (Staff Training College) and then undertake the training programmes on a dedicated basis within the training infrastructure and venue(s) including residential facility as per industry standards, being provided by the institute/s.
- 3.10.3. The empaneled training partner(s) will be responsible for carrying out the training in the areas and as per the specifications enumerated below in the table: Indicative list of topics and for implementation of the same within the stipulated time frame.
- 3.10.4. The training programme has to be tailored for Bank's specific needs and should be in line with the Bank's requirement.
- 3.10.5. The empaneled training partner(s) shall be called on case to case basis. In case of new requirement, the same shall be taken with the empaneled training partner(s) and offers (Technical bids and Commercial Bids) shall be called.
- 3.10.6. Limited tender process/ closed RFP option will be used for selecting training

partner from empaneled Training partner(s). This empanelment shall be based on the requirements of the Bank and availability of such experience and expertise with the training partner institutions.

- 3.10.7. The work shall be allotted to the empaneled Training Partner on the basis of various parameters like cost, revenue generation, specific requirement, if any, etc. The Bank invites the training partner institutions for Creation of the training programmes encompassing complete transformational learning for the employees and be tailored as per Bank's specific needs and cover the all facets of banking topics. Following are a few indicative topics:

Table: Indicative List of Topics

S.No.	PARTICULARS
1.	Banking Operations
2.	Customer Service
3.	Deposits
4.	Credit- Assessment, Analysis, Disbursement and Monitoring
5.	Sales and Marketing
6.	Credit Monitoring
7.	Corporate Strategy
8.	Recovery
9.	Legal Recourse including NCLT, DRT, NARCL etc.
10.	Profitability- Branch and Bank
11.	People Management/ Leadership Training/Interpersonal skills, soft skills etc.
12.	Business Communication
13.	Business Ethics and Compliance
14.	IT & Digital Banking
15.	Risk Management & Risk Rating
16.	Prevention of Sexual Harassment (PoSH) Act
17.	Vigilance
18.	Cyber Security & Digital Frauds
19.	Financial Inclusion
20.	FOREX Operations
21.	Alternate Business Channels/ Cross selling (Bank specific products)
22.	Career Progression
23.	Induction Training for Officers in Scale I, II & III
24.	Pre- Promotion Training
25.	Mid-Career Development Program
26.	Role change Training Program

NOTE: This list is only indicative and the bank may require addition/deletion in the topics and accordingly the same may be finalized at the time of execution. The content for various cadres/ roles need to be designed / curated separately so that the target audience is benefitted.

- 3.10.8. The selected bidder/s to conduct entry and exit tests for the employees in relation to all trainings imparted and based on the outcome should mold the curriculum accordingly.
- 3.10.9. Programme management implementation has to be done by setting up a programme management team and by giving updates to GM HRM/ Principal STC or any other authority as may be decided.
- 3.10.10. The training infrastructure should have the facilities and IT support for access to our CBS (BANCS24)/IT RELATED training server in the institute for the benefit



- of all the candidates undergoing the training along with implementation of necessary data security features.
- 3.10.11. The training design including timeframe to be prepared and finalized by the selected institute, covering the areas stipulated in a systematic manner, in consultation with the Bank, prior to implementation.
 - 3.10.12. The content to be created or updated as per extant scenario, after taking Bank's inputs, if any.
 - 3.10.13. All the training materials/inputs prepared should be shared with the Bank for its vetting and this process should be completed at least one week before the commencement of each program.
 - 3.10.14. Training methodology to include Case Studies, Presentations, Group Discussions, Role Play, Experiential Learning dissemination, Team Building exercises, etc.
 - 3.10.15. The institute must be equipped with adequate well trained faculty including ex-bankers with relevant practical banking experience and faculty for soft skills development.
 - 3.10.16. The entire content developed will have to be documented by the selected bidder/s as the training manuals / documents will remain the joint property of the Bank and the bidder and subject to non-disclosure/ confidentiality clause to any third party.
 - 3.10.17. Vendor Institute has to arrange for sufficient copies of the Training Material at their end at their own cost for distributing among participants.
 - 3.10.18. The selected institute may be required to offer the training to the participants either on online mode or physical mode.
 - 3.10.19. The institute(s) may leverage technology for this Programme and effectively use Digital Mode for Information dissemination, participation across diverse activities (like Quizzes, developmental activities, diverse learning points), experience sharing etc.
 - 3.10.20. As a part of post evaluation of the trainings imparted, the selected institute to conduct online post evaluation test after completion of 3 months of the training. A report of the same be submitted to the Bank.

3.11. Empanelment Period

The empanelment will be valid for a period of 3 (three) years from the date of acceptance of empanelment letter / order. Irrespective of the period, the empanelment will deem to be operative until closure of assigned projects, and hence institutions deploying resources should ensure the resources availability until completion of the work in hand or till the extended period as per the project terms and conditions. In such cases, the empanelment will be auto renewed till the closure of assigned task.

3.12. De-empanelment of Training Partner(s) Institutions

During empanelment period, the Bank reserves the right to de-empanel any empaneled Training Partner. The Bank's decision will be final in this regard. Bank will have authority to blacklist or bar the empaneled Training Partner for a specified period from participating in its tendering process where:

- 3.12.1. Bank receives / is aware about any authentic information about the training partner institution that the same has been debarred/black listed from participating



in the tendering process by any local / international organization on the grounds of fraud or corruption or any reason which, in the opinion of the Bank is non-compatible with its procurement / L&D policy and ethical standard.

- 3.12.2. If the service provided by the Training Partner(s) is found to be unsatisfactory or if at any time it is found that the information provided for empanelment or for any EOI is false or if irregularities shown by the training partner when applying for the EOIs, the Bank reserves the right to remove such training partner(s) institutions from the empaneled list without giving any notice to the Training Partner / Institution in advance.
- 3.12.3. The review of empaneled training partner(s) institutions will be conducted at an interval decided by the Bank, and the Bank may revisit any of the condition of this empanelment during review. The Review process may be limited to the existing panel of training partner(s) and/or if considered necessary, Bank may adopt open RFP/EOI process to empanel New Training Partner Institutions. The Bank at its discretion may terminate any of the training partner from its panel based on the review at any suitable point of time. Bank shall also have the right to cancel this panel of training partner at any time during the empanelment period.
- 3.12.4. Breach terms of the NDA including breach of confidentiality obligation, IPR rights shall be a ground for de-empanelment and blacklisting of the training partner at any point of time without any notice to that effect.

3.13. Pre-bid Queries

- 3.13.1. The Bidders should carefully examine and understand the scope, terms and conditions of EOI and may seek clarifications if required. The Bidders in all such cases may seek the clarifications in writing in the same serial order as that of the EOI by mentioning the relevant clause number and page number of EOI. Pre-bid query format is enclosed as **Annexure-2**.
- 3.13.2. No queries will be entertained from the Bidders after the scheduled date and time.
- 3.13.3. No oral or individual consultation will be entertained.
- 3.13.4. The Bank will consolidate the responses to the pre-bid queries in the pre-bid meeting and the replies to these queries will be made available on the Bank's website and no individual correspondence will be made.

3.14. Pre-bid Meeting

- 3.14.1. A pre-bid meeting of the intending bidders will be held as per the mentioned schedule to clarify the queries raised by the Bidders in respect of this EOI.
- 3.14.2. Bank has the discretion to consider any other queries raised by the Bidder's representative raised during the pre-bid meeting.
- 3.14.3. Non receipt of reply to the queries raised by any of the Bidders will not be accepted as the valid reason for non-submission of bids.



3.15. Amendment to EOI

- 3.15.1. At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective training partner institution, may modify the bidding document, by way of an amendment corrigendum.
- 3.15.2. Notification of amendments corrigendum will be put up on the Bank's website (www.bankofmaharashtra.in) and will be binding on all bidders and no separate communication will be issued in this regard.
- 3.15.3. Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids, in order to allow reasonable time to the prospective bidders in preparing their bids.

3.16. Erasures or Alterations

- 3.16.1. The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the institution must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. Bank may treat offers not adhering to these guidelines as unacceptable.
- 3.16.2. Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer. This shall be binding on all bidders and Bank reserves the right for such waivers.

3.17. Bid Opening

- 3.17.1. EOI will be opened in the presence of the Training Partner Institutions' representative/s who may choose to attend the bid opening online / offline as per schedule.
- 3.17.2. Training Partner Institutions' representatives may be present in the place and venue or online well in time along with an authorization letter in hand for bid opening under this EOI as per the format enclosed and sign in Register of Attendance during opening of EOI.
- 3.17.3. If any of the Training Partner Institutions who submitted the EOI are not present online / offline during the specified date, time and venue of opening, it will be deemed that such Training Partner Institutions' are not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the EOI in their absence.
- 3.17.4. The Training Partner Institutions' may note that no further notice will be given in this regard. Further, in case the bank does not function on the aforesaid date due to unforeseen circumstances or holiday, then the bid will be accepted up to 4.00 PM on the next working day and bids will be opened at 4:30 PM at the same venue on the same day.

3.18. Evaluation of EOI

- 3.18.1. The Bank will evaluate the bid/s submitted by the Training Partner Institutions' under this EOI. The Bank may engage an external agency for the evaluation of the bid. It is at Bank's discretion to decide at the point of time.
- 3.18.2. The Bank will scrutinize the Bid/s received to determine whether they are complete in all respects as per the requirement of EOI, whether the documents have been properly signed and whether items are offered as per EOI requirements, whether technical documentation as required to evaluate the offer has been submitted. The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the bid which does not constitute a material deviation. Bank's decision with regard to 'minor non-conformity' is final and the waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.
- 3.18.3. EOI submitted by the bidders will be evaluated based on the eligibility and technical criteria mentioned in the respective annexures. Bidders qualifying the Eligibility and Technical criteria will be empaneled.
- 3.18.4. The technical evaluation criteria are mentioned in **Annexure – 11**.
- 3.18.5. The bidder scoring 70% or more in the technical evaluation will be empaneled by the Bank. The decision taken by the Bank shall be final and no representation or correspondence shall be entertained.

3.19. Clarifications of Offers

- 3.19.1. During the process of scrutiny, evaluation and comparison of offers, the Bank may at its discretion seek clarifications from all the Training Partner Institutions on the offer made by them. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time stipulated by the Bank.
- 3.19.2. The Bank may go through a process of evaluation and normalization of the bids to the extent possible and feasible solution and to ensure that shortlisted Training Partner Institutions' are more or less on the same footing by seeking incremental bid submission in part of the requested clarification by the Bank OR Revised submissions of the entire bid in the whole.
- 3.19.3. The Bank can repeat this normalization process at every stage of bid submission till Bank is satisfied. The shortlisted Training Partner Institution(s) agree that, they have no reservation or objection to the normalization process and all the technically shortlisted bidders will, by responding to this EOI, agree to participate in the normalization process and extend their co-operation to the Bank during this process.
- 3.19.4. The shortlisted Training Partner Institution(s) by submitting the response to this EOI, agree to the process and conditions of the normalization process.



3.20. Modification / Cancellation of EOI

- 3.20.1. The EOI is not an offer by the Bank but an invitation to get the response from the interested Training Partner Institutions for empaneling the Training Partner(s) for Bank's requirements. No contractual obligations whatsoever shall arise from the Expression of Interest process.
- 3.20.2. The Bank reserves the right to cancel EOI process at any time, without thereby incurring any liabilities to the affected Training Partner Institutions. Reasons for cancellation, as determined by the Bank in sole discretion include but are not limited to, the following:
- Services contemplated are no longer required.
 - Change in the scope of work or due to unforeseen circumstances and/or factors and or/or new developments.
 - The project is not in the best interest of the Bank.
 - Any other reason.
- 3.20.3. The Bank also reserves the right to modify/cancel/re-tender, accept / reject any or all expression of interest, at any stage, without assigning any reasons whatsoever. The bank shall not incur any liability to the affected bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.

3.21. Responsibility for completeness

- 3.21.1. The Training Partner Institution(s) will be responsible for any discrepancies, errors and omissions in the bid, or other information submitted by them irrespective of whether these have been approved, reviewed or otherwise accepted by the Bank or not. The Training Partner Institution(s) shall take all corrective measures arising out of discrepancies, error and omissions in the bid and other information as mentioned above within the time schedule.
- 3.21.2. Willful misrepresentation of any fact within the Bid will lead to the disqualification of the Training Partner Institution(s) without prejudice to other actions that Bank may take. All the submission, including any accompanying documents, will become property of the Bank.
- 3.21.3. The Bank reserves the right to verify the validity of bid information and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of EOI or even after the award of contract

3.22. Intimation to the selected Training Partner Institution(s)

The Bank will prepare the list of eligible Training Partner Institution(s) selected on the basis of eligibility and technical criteria. These eligible Training Partner Institution(s) will be empaneled by the Bank and the list will be notified on the Bank's website (www.bankofmaharashtra.in).

3.23. Issuance of closed RFP

- 3.23.1. The Bank reserves the right to issue closed RFP based on the requirements of the

Bank from time to time within the empaneled training partners.

- 3.23.2. Only empaneled Training Partner Institution(s) will be invited to participate in the closed RFP Process. The empaneled Training Partner Institution(s) will be provided with closed RFP documents through E-mail or hand delivery or through GeM's portal. The Training Partner Institution(s) are required to respond accordingly.
- 3.23.3. All the empaneled Training Partner Institution(s) should register themselves on GeM portal in order to participate in the closed RFP process.
- 3.23.4. No interim enquiries will be entertained. The decision taken by the Bank shall be final and no representation or correspondence shall be entertained.
- 3.23.5. The Bank reserves the right to avail services independently on its own without reference to empaneled training partner institution(s) of EOI.
- 3.23.6. Bank reserves the right to go for open RFP for any of its requirements without assigning any reason to the empaneled training partner institution(s).

3.24. Adoption of Integrity Pact

To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this tender shall be covered under the Integrity Pact (IP) policy of Bank.

The Integrity Pact envisages a panel of Independent External Monitors (IEMs) to review independently and objectively, whether and to what extent parties have complied with their obligation under the pact. The IEM has the right to access to all the project document.

Bank at its sole discretion reserves the right to change/name another IEM, which shall be notified latter.

- 3.24.1. 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.
- 3.24.2. Only those bidders, who commit themselves to the above pact with the Bank, shall be Considered eligible to participate in the bidding process.
- 3.24.3. The Bidders shall submit signed integrity pact as per **Annexure 12** along with Conformity to Eligibility Criteria. Those Bids which are not containing the above are liable for rejection.
- 3.24.4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates, wherever applicable.
- 3.24.5. 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.
- 3.24.6. Integrity Pact in respect of 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.
- 3.24.7. 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.

3.24.8. In case of joint venture, all the partners of the joint venture should sign the integrity Pact. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP.

3.24.9. A person/entity signing IP shall not approach the court while representing the matters to IEMs and he/she will wait for decision of IEMs in the matter.

3.24.10. The name and contact details of the Independent External Monitors (IEM) nominated by the Bank are as under:

Shri. Suresh Chandra Panda 301, Sai Ashirbad, K-1/196, Kalinga Nagar, Bhubaneswar, Odisha-751003 Email – sureshpanda@yahoo.com	Shri. G. Venugopal Reddy C-404, Trendset Rythme Apartments, Whitefield, Kondapur, Hyderabad-500084 Email – venu1960@gmail.com
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4. List of Annexures

Annexure 1: Checklist of documents to be submitted

1. Checklist as per **Annexure 1**
2. Format for Bid Queries- **Annexure 2**
3. Non-Disclosure Agreement as per **Annexure 3**
4. EOI Offer Covering letter as per **Annexure 4**
5. Details of the bidder as per **Annexure 5**
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7. Compliance Agreement- **Annexure 7**
8. Undertaking by the Training Partner(s) to be Non-Blacklisting- **Annexure 8**
9. Undertaking for not being an NPA – **Annexure 9**
10. Eligibility Evaluation – **Annexure 10**
11. Technical Evaluation Criteria - **Annexure 11**
12. Pre Contract Integrity Pact- **Annexure 12**

All documentary evidence wherever required to be submitted be properly arranged.



Annexure 2: Format for Bid Queries

Queries Related to eligibility criteria, scope of work, terms and condition in excel format for Expression of Interest for Empanelment of Training Partner Institution(s)

Expression of Interest for Empanelment of Training Partner Institution(s)					
BIDDERS NAME					
Sr. no	Page #	Point/ Section #	Main Section name	Clarification point as stated in EOI document	Comment / Suggestions

Name of the authorized Person:

Designation:

Date:

Place:



Annexure 3: Non-Disclosure Agreement

(On stamp paper of Rs. 500)

This Non-Disclosure Agreement is made and entered into at this ___day of ___2024 at
_(Place)_____

BY AND BETWEEN Bank of Maharashtra, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings) Act 1970, & having its Head Office at 1501, 'Lokmangal' Shivajinagar, Pune - 411005, (hereinafter referred to as "Purchaser/Bank/Disclosing Party" which expression shall unless it be repugnant to the subject thereof, include its successors and assigns) of the FIRST PART and (Name of Bidder) of (please specify the registered office of the (Institution) (hereinafter called "the bidder/Contractor/receiving party" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the OTHER PART;

The bidder and Bank are hereinafter collectively referred to as "the Parties" and individually as "the Party"

WHEREAS, Bank called for the bids as per Expression of Interest for Empanelment of Training Partner Institution(s). M/s after going through the Bid Documents and being interested to act as consultant as per Expression of Interest for Empanelment of Training Partner Institution(s), has submitted its Bid.

WHEREAS, the bidder is aware and confirms that the information, data, drawings and designs, and other documents made available in the Bid Documents / the Contract and thereafter regarding the Services as furnished by the system integrator in their Request for Proposal or otherwise and all the Confidential Information under the Bid Documents/the Contract is privileged and strictly confidential and/or proprietary to Bank,

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the above premises and the Bank granting the contractor and or his agents, representatives to have specific access to Bank property / information and other data it is hereby agreed by and between the parties hereto as follows:

- (i) maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
- (ii) make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
- (iii) restrict access and disclosure of confidential information to such of their employees, agents, vendors, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
- (iv) treat Confidential Information as confidential for a period of contract plus 2 years from the date of receipt. In the event of earlier termination of this Contract, Confidentiality shall survive for 2 years after the termination/expiry of the agreement.

Confidential Information does not include information which:



1. the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality; is independently developed by the recipient without breach of this Contract;
2. is the public domain
 - i. is received from a third party not subject to the obligation of confidentiality with respect to such information
 - ii. is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient

Notwithstanding the foregoing, the parties acknowledge that the nature of the Services to be performed under this Contract may require the bidder's personnel to be present on premises of Bank or may require the bidder's personnel to have access to computer networks or databases or information of Bank while on or off premises of Bank. It is understood that it would be impractical for Bank to monitor all information made available to the bidder's personnel under such circumstances and to provide notice to the bidder's of the confidentiality of all such information. Therefore, the bidder agrees and undertakes that any technical or business or other information of Bank that the bidder's personnel, or agents acquire while on Bank premises, or through access to Bank computer systems or databases while on or off Bank premises, shall be deemed Confidential Information.

Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Contract, confidential information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties. Nothing contained herein shall in any manner impair or affect rights of Bank in respect of the Confidential Information.

In the event that any of the parties hereto becomes legally compelled to disclose any Confidential Information, such party shall give sufficient notice to the other party to enable the other party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Contract.

Governing Law: The provisions of this Agreement shall be governed by the laws of India and the competent court at Pune shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

Damages: The provisions of this Agreement are necessary for the protection of confidentiality of data and the business goodwill of the Bank and are considered by the parties to be reasonable for such purposes. Receiving Party agrees that any breach of this Agreement will cause substantial and irreparable damages to the Disclosing Party. In the event of such breach, in addition to other remedies, the disclosing party has a right to receive entire loss and damages on account of such disclosure. Further, the Receiving Party agrees to indemnify the Disclosing Party against loss suffered, directly or indirectly, due to breach of contract and undertakes to indemnify for the same.



Resolution of Disputes: All disputes and differences of any kind whatsoever arising out of or in connection with shall be settled amicably by direct informal negotiation between both the parties. However, in case of non-settlement of such dispute, the matter shall be referred to higher authorities. Even after the interference of higher authorities, the dispute persists, such dispute will be referred for Arbitration to Sole Arbitrator. However, in case of non-consensus on sole arbitrator within 15 days, each party will appoint one Arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who will act as the chairman of the proceedings. The Award of the Arbitrator shall be Final and binding on the parties. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings. The venue of the arbitration shall be at Pune. The expenses will be borne by the parties in equal proportion. Language of the Arbitration shall be English.

Return of information: Within seven (7) days of a written request by the Disclosing Party, the Receiving Party shall return/destroy (as may be requested in writing by the Disclosing Party or upon expiry and or earlier termination) all originals, copies, reproductions and summaries of Confidential Information provided to the Receiving Party as Confidential Information. The Receiving Party shall certify to the Disclosing Party in writing that it has satisfied its obligations under this paragraph.

Waiver Clause: The failure to exercise any right provided in this Agreement shall not be a waiver of prior, concurrent or subsequent rights unless made in writing and signed by the authorized representative of both Parties. This agreement and each party's obligation shall be binding on the representatives, assigns and successors of such Party.

Relationship between parties: This Agreement is on a Principal to Principal basis and does not create any employer - employee relationship. Nothing contained in this 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, related business entities, agents, contractors or subcontractors or to provide either party with any right, power or authority, whether express or implied, to create any duty or obligation on behalf of the other party.

Notice Clause: All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, courier service, registered email, postage or any other mode approved by the court of law addressed to the party to be notified at the below address as such party may designate upon reasonable notice to the other party:

Intellectual Property Rights: It is agreed by the Training Partner/ bidder that all Intellectual Property Rights in the Deliverables/ Course materials specifically designed, drafted, prepared, formulated (excluding Pre-existing Material or third party software, which shall be approved and accepted by the Bank for its use accordance with the terms of any license agreement relating to that software/ material) shall be owned by Bank.

The Training partner undertakes not to use the said deliverables, course materials, books, compilations, presentations etc. or any other products designed and prepared specifically for bank of Maharashtra for any other client or any third party, without prior permission of the bank in writing.

Similarly, Bank shall not be responsible for training partner's acts of infringement of IPR rights



of any third party, whatsoever.

<i>Disclosing Party</i>	<i>Receiving Party</i>
<i>Representative name:</i>	<i>Representative name:</i>
<i>Address:</i>	<i>Address:</i>
<i>Email:</i>	<i>Email:</i>
<i>Phone number:</i>	<i>Phone number:</i>

The provisions hereunder shall survive termination of the Contract.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written

For and on behalf of ----- Ltd.	For and on behalf of Bank of Maharashtra
()	()
(Designation)	(Designation)

Note: This NDA is a draft version and may undergo change as per the nature of work and type of Training Partner Institution.



Annexure 4: EOI Offer Cover Letter

(On the letter head of the company / Firm /Institution)

To:

Date: / 2024

Assistant General Manager
Staff Training College
Bank of Maharashtra
Pawar Bldg, Deccan Gymkhana
Pune – 411004

Subject: EOI Reference No. BOM/Training Partner_Empanelment/EOI/001/204-25
“Expression of Interest for Empanelment of Training Partner(s)”

With reference to your advertisement the captioned subject published in the (name of the newspaper) / your website / Indian Trade Journal dated _____, we furnish below the following Information / Papers / Documents for empanelment of our firm / company / Institute with the Bank.

If empaneled and called for any tender under this empanelment, we agree to participate as per Bank’s terms and conditions of the respective tender.

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

Date:

Place:



Annexure 5: Details of Bidder

(On the letter head of the company / Firm / Institute)

To:
Assistant General Manager
Staff Training College
Bank of Maharashtra
Pawar Bldg, Deccan Gymkhana
Pune – 411004

Date: / / 2024

Subject: Details of the Bidder

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

S. No.	Parameters	Response
1.	Name of Company/Firm/ Institute	
2.	Head Office Address	
3.	Training Centers Address Details	
4.	Telephone/ Mobile numbers	
5.	Constitution of the Company/Firm	
6.	Name and designation of the person authorized to make commitments to the Bank of Maharashtra	
7.	Email Address of the Authorized person	
8.	Year of establishment of Business	
9.	Income Tax Number (PAN)	
10.	Goods and Services Tax Number (GST)	
11.	Brief Description of facilities for Training	
12.	Brief Description of lodging (The expected capacity for training with lodging and boarding facilities at one / each location is in the range of 300-500 participants).	
13.	Brief Description of boarding (The expected capacity for training with lodging and boarding facilities at one / each location is in the range of 300-500 participants). Boarding Facility- with morning tea/coffee, breakfast, lunch, snacks/tea during the breaks, evening snacks and tea/coffee and night dinner. Food and beverages should be of good quality. The inputs used like Groceries, Vegetables, Oil etc. should be of highest standard. The kitchen and food should be in hygienic condition. Training/accommodation/boarding facilities in Hotel/function halls will not be permitted.)	



14.	Names and address of the principal clients with whom major trainings were conducted		
15	Business (last three FYs)	Annual Turnover (Rs. in lacs)	EBITDA (Rs. In lacs)
	2023-24		
	2022-23		
	2021-22		
	(Only firm/company figures need to be mentioned. Not to include group/subsidiary Company figures)	(Mention the above amount in INR only)	

*Enclose copies of audited balance sheet along with enclosures

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

Date:

Place:



Annexure 6: Details of Past Experience

(On the letter head of the company / Firm / Institution)

To:
Assistant General Manager
Staff Training College
Bank of Maharashtra
Pawar Bldg, Deccan Gymkhana
Pune – 411004

Date: / / 2024

Subject: Details of Past Experience of Handling Similar Projects

Name of the Bidder _____

Sl. No.	Name of the Client	Purchase Order/ Indent Number & Date	Date of completion of delivery as per contract as well as Actual		Contact person Name Tel. No. Fax No. Address	Total Amount of Order
			As per contract	Actual		
						XXXXXX
						XXXXXX
						XXXXXX

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

Date:

Place:

Note – Bidder is required to provide supporting documents such as credential letters, PO and proof of completion of work, copy of agreement etc.

Annexure 7: Compliance Agreement

(On the letter head of the company / Firm / Institute)

To,
Assistant General Manager
Staff Training College
Bank of Maharashtra
Pawar Bldg, Deccan Gymkhana
Pune – 411004

Date: / / 2024

Subject: Compliance Agreement

We communicate our unconditional acceptance to the following terms and conditions of Expression of Interest for Empanelment of Training Partner(s)

- i. We acknowledge that we have received, read, understood and agreed to all terms and conditions mentioned in the EOI Document no._____.
- ii. We agree that we are deemed to have accepted all the terms and conditions on participation at the bid. Bank will make every effort to make the bid process transparent. However, the award decision by Bank would be final and binding on us.
- iii. We agree not to divulge either our bids or those of other bidders to any other external party.
- iv. Bank has implemented ISMS framework; hence we agree to abide by the required integrations of security policies of the Bank.
- v. We agree to non-disclosure of trade information regarding the purchase, part specifications, and identity of Bank, bid process, bid technology, bid documentation and bid details. Bank documents remain the property of Bank and we are required to return these documents to Bank upon request.
- vi. Bank's decision will be final and binding on us and would be based on Strategic Sourcing Evaluation, Current Service Performance and Actual Compliance of Agreed Specifications.
- vii. Splitting of the award decision over a number of bidders or parts or over time (as in the case of staggered deliveries) will be at Bank's discretion.
- viii. Bids once made cannot be withdrawn or modified under any circumstances. Only blatant typing errors would be withdrawn from bid. The decision of Bank would be final and binding on us.
- ix. We agree that, the Bank reserves the right to modify/cancel/re-tender, accept / reject any or all expression of interest, at any stage, without assigning any reasons whatsoever. The bank shall not incur any liability to us on account of such rejection. Bank shall not be obliged to inform us of the grounds for the Bank's rejection.
- x. Bank may consider debarring a bidder in the event the bidder violates terms and conditions mentioned in this compliance agreement.
- xi. We read the requirements of the Bank & agree to comply with Quality, Technology & Service expectations.
- xii. Having examined the EOI Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide our product / solution



- / services in conformity with the said EOI Documents and in accordance with our proposal.
- xiii. We hereby agree to comply with all the terms and conditions / stipulations as contained in the EOI and the related addendums and other documents including the changes made to the original EOI documents issued by the Bank which shall form a valid and binding part of the aforesaid EOI. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.
- xiv. If our Bid is accepted, we undertake to complete the assignments within the scheduled timelines
- xv. If selected, we agree to provide uninterrupted service till project completion.
- xvi. We confirm that, Bank reserves the right to go for open RFP for any of its requirements without assigning any reason to the empaneled Training Partner Institution(s).
- xvii. We confirm that all the information, documents submitted by our company are true and best of our knowledge. In case of any discrepancy / anomalies, Bank reserves the right to reject / cancel our bid / offer.

We agree to have read and understood the Compliance Agreement in its entirety and agree to abide by this Statement.

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

Date:

Place:



Annexure 8: Undertaking by Training Partner Institutions(s) for Non-Blacklisting

(On the letter head of the company / Firm / Institution)

To,
Assistant General Manager
Staff Training College
Bank of Maharashtra
Pawar Bldg, Deccan Gymkhana
Pune – 411004

Date: / / 2024

Subject: Undertaking for Non-Blacklisting

We _____ (bidder name), hereby undertake that-

- As on date of submission of EOI, we are not blacklisted by the any Central government organization /State Government/ PSU/banks/insurance sector/Any regulators/ any other financial institutions in India.
- We also undertake that; we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.

Yours faithfully,

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

Date:

Place:



Annexure 9: Undertaking for Not Being NPA

(On the letter head of the company / Firm / Institution)

To,
Assistant General Manager
Staff Training College
Bank of Maharashtra
Pawar Bldg, Deccan Gymkhana
Pune – 411004

Date: / / 2024

Subject: Undertaking for not being NPA

We _____ (bidder name), hereby undertake that-

- We have not have been declared NPA by any Bank in India.
- Further, we do not have any pending case with any organization across the globe which affects our credibility to service the bank.

Yours faithfully,

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

Date:

Place:



Annexure 10: Eligibility Evaluation Criteria

(On the letter head of the company / Firm / Institution)

To,
Assistant General Manager
Staff Training College
Bank of Maharashtra
Pawar Bldg, Deccan Gymkhana
Pune – 411004

Date: / / 2024

Subject: Compliance to Eligibility Evaluation Criteria

Sr. No	Eligibility Criteria	Supporting Documents	Complied (Yes / No)
1	<p>The bidder should be a company registered in India as per Company Act 1956 /2013 or a partnership firm / a Limited Liability Partnership under the Limited Liability Partnership Act 2008 / a proprietary firm in India or a trust/ Association / University registered under appropriate Laws / Acts and should be in existence for the last 2 years from the date of issuance of EOI and proof to this effect should be produced along with the bid.</p> <p>The Bidder should be registered for GST. It should not be individual/ proprietorship firm/ HUF etc.</p>	<p>1. Copy of the Certificate of Incorporation copies of memorandum and article of association, PAN Card, GST Registration.</p>	
2	<p>Institutes should have own /leased campuses where residential accommodation & provision for boarding facilities should be available in each of its centre quoted in the bid. In case of leased accommodation, the lease agreement should be prior to the date of submission of the bid.</p> <p>Training/accommodation/boarding facilities in Hotel/function halls will not be permitted.</p>	<p>Self-declaration signed on institution letter head by competent authority detailing the facilities available along with enclosed copy of brochures to substantiate the claim)</p>	



Sr. No	Eligibility Criteria	Supporting Documents	Complied (Yes / No)
3	Bidder should have earned operating profit / positive net worth during the last 2 financial years viz. FY 2022-23 and FY 2023-24. (in case of any merged entity/ training business unit, either of the entity/ training business unit should have operating profit/ positive net worth).	Copy of the audited Balance Sheet for preceding two years along with CA Certificate covering operating profit/ net worth details. FY 2022-23 FY 2023-24* *If audit for the year 2023-24 is not completed, then provisional balance sheet for the year 2023-24 should be submitted duly signed and certified by Chartered Accountant & CEO / CFO of the bidder Company. CA Certificate certifying the turnover and net worth	
4	The bidder should have multiple campuses in the country (at least two such facilities) to ensure greater outreach and coverage of the training sessions and participants.	Self-declaration signed on institution letter head by competent authority	
5	Bidder should not have been debarred/ black-listed by any Bank or RBI or any other regulatory authority or Financial Institutions in India as on date of EOI issuance.	Self –declaration in this regard on the company's letterhead should be submitted.	
6	At the time of bidding, Bidder should not have any litigation pending against the Bank in any court of law.	Self-Declaration / An undertaking on letter head to this effect is to be submitted by the bidder with Technical Bid.	
7	The Bidder/Bidder's parent company should not have been declared Non-Performing Asset (NPA) by any BFSI organization as on date of submission of the EOI, other- wise the bid will not be considered.	Self-Declaration letter signed by Authorized Signatory to be submitted.	
8	The institute should have capacity to train 300-500 candidates. The candidates will be distributed among different institutes depending upon the availability of facilities with the institutes and convenience of the Bank. Decision of the Bank shall be final in this regard. While imparting training the strength in each class room should be maximum 40.	Supporting document / report to be submitted	



9	<p>The institutions should have adequately trained faculty and they should have exposure in banking subjects and should also have exposure to customer handling, soft skills and customer service experiences for relating them to the trainees. (At least 30% of the faculty members should be ex-bankers)</p>	<p>Supporting document / report to be submitted Profile of faculties to be provided as a part of supporting documents.</p>	
10	<p>The Training Institutes should have the capacity to connect to our internal servers to aid training and other learning programmes as per need basis as and when required by the Bank. Further details in this regard, will be shared with the successful bidders separately.</p>	<p>Self –declaration in this regard on the company’s letterhead should be submitted.</p>	
11	<p>Bidder should have minimum average turnover of Rs. 50.00 Lakhs (Rupees fifty lakhs only) during the last two financial years (2022-2023 & 2023-2024). (in case of any merged entity/ training business unit, whichever is higher will be considered).</p>	<p>Copy of the audited Balance Sheet for preceding two years along with CA Certificate covering operating profit/ net worth details. FY 2022-23 FY 2023-24* *If audit for the year 2023-24 is not completed, then provisional balance sheet for the year 2023-24 should be submitted duly signed and certified by Chartered Accountant & CEO / CFO of the bidder Company. CA Certificate certifying the turnover and net worth</p>	
12	<p>Bidder should have satisfactory feedback on its previous services offered in similar nature of work delivery.</p>	<p>Supporting document / report/ work order/ certificate from the client clearly indicating the scope, duration and completion of engagement to be submitted.</p>	



Bidders applying for the empanelment must qualify the following criteria required for empanelment:

A. General Criteria

- i. The applicant bidder should be a professional agency / organization engaged in imparting training.
- ii. The applicant bidder should be competent enough to impart residential as well as non-residential trainings across all the modes such as online, classroom, e-learning, etc.

B. Other Common Criteria

- i. The applicant bidder should have an existing feedback system for training for measuring effectiveness of training.
- ii. The applicant bidder should also have an evaluation model in place such as pre-training assessment, post-training assessment, other online modes of assessment etc.
- iii. The applicant bidder should be open to conducting refresher training sessions with evaluation.
- iv. The applicant bidder should be equipped to deliver training on functional, technical, managerial and behavioral aspects.

Note:

- i. Bank reserves the right to verify/evaluate the claims made by the bidder independently. Any deliberate misrepresentation will entail rejection of the offer.
- ii. The Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references.
- iii. Bank reserves the right to seek clarifications on the already submitted documents.
- iv. Any decision of the Bank in this regard shall be final, conclusive and binding upon the service provider.
- v. There shall be no remuneration / fees for empanelment.



Annexure 11: Technical Evaluation Criteria

The bids received in response to this EOI shall be evaluated by a committee of the Bank. The committee while awarding scores on the technical parameters will evaluate the technical competence and capability of the bidder in carrying out the assignment. A maximum of 100 marks will be allocated for the technical parameters, as per the evaluation matrix furnished below.

The bidders shall be required to make an in-person / web based virtual presentation before this committee. The duration of the presentation shall be maximum of 30 minutes, excluding time for queries and interaction.

1. For Bidders/Institutes

Sr. No.	Evaluation Parameter	Maximum Marks	Criteria	Marks	Evidence/ Supporting Documents
1.	Presentation	30			In-person / web based virtual presentation
1.1	Proposed Design, Methodology and comprehensiveness of the scope & deliverables covered	15	-		
1.2	Sample Classroom lecture on topics selected by Bank	10	-		
1.3	Clarity in proposing measurable outcome/ impact	5	-		
2.	Experience	30			
2.1	Number of different organizations served in giving training to employees of Banking & Financial Services organizations in preceding 5 years	20	>9	20	Work order or any valid document need to be provided as a proof
			5 to 9	10	
			< 5	0	
2.2	Number of faculty with minimum ten years' Experience in the Banking & Financial Services Industry.	10	>9	10	Experience certificate or any valid document need to be provided as a proof
			5 to 9	8	
			< 5	5	



3.	Organization's Credentials	10			
	Should be a Premier Academic Institute of National/ International repute				
3.1	NIRF Rankings	5	Top 50 in NIRF rankings	5	NIRF Report
			51 – 100 in NIRF Rankings	3	
			Above 100 in NIRF Rankings	2	
3.2	NAAC Grade	5	A++ to B+	5	NAAC Certificate
			B to C	3	
4.	Organization's Existence in India Number of years of operation/existence in India as on date of EOI issuance	5	>10 years	5	Proof of Commencement of business to be provided
			5 to 10 years	3	
			2 to 5 years	2	
5.	Infrastructure	20			To be verified in person by a senior official visit by the Bank
5.1	Infrastructure including Connectivity / IT Lab / Lecture room with AV system	8			
5.2	Hostel facilities	6			
5.3	Recreational facilities (TV, Gym, In-door / out-door, Library, training games)	2			
5.4	Medical facilities within the campus	2			
5.5	Continuous power supply with proper power back-up	2			
6.	Faculty to participants ratio (min 1:30)	5			
	Total	100			

A firm/ institute scoring 70%, or more will be empaneled by the Bank. The decision taken by the Bank shall be final and no representation or correspondence shall be entertained.

Annexure 12: Pre Contract Integrity Pact

(On stamp paper of Rs. 500)

General:

"This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of month of _____ 2024 at (place) _____, between on one hand, Bank of Maharashtra through authorized official Shri _____, General Manager, Information Technology Department, Bank of Maharashtra, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings) Act 1970, & having its Head Office at 15.1, 'Lokmangal' Shivajinagar Pune – 411005, (hereinafter called the "BUYER", which expression shall unless it be repugnant to the subject thereof, include its successors and assigns) of the First Part

AND

M/s _____ represented by Shri. _____ Chief Executive Officer (herein called the "BIDDER/Seller" which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item/Services) and the BIDDER/Seller is willing to offer/has offered the stores 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 BUYER is 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 BUYER to obtain the desired 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 BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER:

- a. The BUYER undertakes that no officials of the BUYER, 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.
- b. The BUYER 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.

- c. All the officials of the BUYER 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.
- d. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Committents of Bidders

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

- a) The BIDDER will not offer, directly or through intermediaries, any bribe gift consideration reward favor, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with 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.
- b) 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 BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with Government.
- c) The BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- d) The BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, In connection with bid/contract.
- e) The BIDDER further confirms and declares to the BUYER 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 BUYER or any of its functionaries whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession facilitation or recommendation.
- f) The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payments he has made is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- g) 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.
- h) The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.
- i) The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of 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.

- j) The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- k) The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- l) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative; for this purpose, would be as defined in Clause 6 of the Companies Act 1956/Section 2(77) of the Companies Act, 2013.
- m) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

Previous Transgression

- a) 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.
- b) 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.

Sanctions for Violations:

- a) 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 BUYER to take all or any one of the following actions, wherever required: -
- b) 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.
- c) The Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit / Performance Bond (after the contract is signed), if any, shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assigning any reason therefore.
- d) To immediately, cancel the contract, if already signed, without giving any compensation to the BIDDER.
- e) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due in connection with any other contract for any other project, such outstanding payment could also be utilized to recover the previously mentioned sum and interest.
- f) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- g) To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- h) 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 BUYER.
- i) 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.

- j) In cases where irrevocable letter of credit has been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened
- k) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanctions for violation of this Pact.

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 BUYER, if the contract has already been concluded.

Independent Monitors:

- a) The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Address of the Monitors to be given).
- b) 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.
- c) The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- d) Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- e) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- f) The BIDDER(s) accepts that the Monitors has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his pocket documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontract(s) with confidentiality.
- g) The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- h) The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correction problematic situations.

Facilitation of Investigation

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

Law and Place of Jurisdiction

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

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

Validity:

- a) The validity of this Integrity Pact shall be from date of its signing and extend up to 8 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period whichever is later, in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- b) 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.

Other Provisions:

The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.

The parties hereby sign this Integrity Pact at _____ on _____

BUYER
Name of the Officer
Designation

BIDDER
Chief Executive Officer
(Office Seal)

Staff Training College
Bank of Maharashtra
(Office Seal)

Place
Date

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

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

(Pre-Contract Integrity Pact to be signed by minimum Director level Executive/Official)