



BANK OF MAHARASHTRA
LOKMNAGAL, 1501,
SHIVAJINAGAR, PUNE-411 005.

TENDER NO. AX1/CSD/TENDER/31/22-23

**TENDER FOR SUPPLY, INSTALLATION & MAINTENANCE OF NOTE SORTING
MACHINES AT VARIOUS BRANCHES OF BANK OF MAHARASHTRA (PAN
INDIA)**

NAME OF BIDDER :

ADDRESS OF BIDDER :

.....

DATE OF ISSUE: 03.03.2023

DATE OF PRE BID MEETING: 13.03.2023

DATE OF SUBMISSION: 18.03.2023

DATE OF OPENING (TECHNICAL BID): 18.03.2023

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BANK OF MAHARASHTRA
LOKMNAGAL, 1501,
SHIVAJINAGAR, PUNE-411 005.

TECHNICAL BID

TENDER NO. AX1/CSD/TENDER/31/22-23

**TENDER FOR SUPPLY, INSTALLATION & MAINTENANCE OF NOTE SORTING
MACHINES AT VARIOUS BRANCHES OF BANK OF MAHARASHTRA (PAN
INDIA)**

1. NOTICE INVITING TENDER

Date: 03.03.2023

TENDER DOCUMENT FOR “**SUPPLY, INSTALLATION & MAINTENANCE OF NOTE SORTING MACHINES AT VARIOUS BRANCHES OF BANK OF MAHARASHTRA (PAN INDIA)**”

BANK OF MAHARASHTRA invites tenders (02 Bid format) on Government E Marketplace (GeM Portal) from reputed note sorting machine manufacturers as per latest OEM Practices in two parts, (I-Technical Bid and II- Price Bid) for captioned subject, as per schedule of work and General Terms & Conditions:

1. DATE OF ISSUE: 03.03.2023
2. DATE OF PRE BID MEETING: 13.03.2023
3. DATE OF SUBMISSION: 18.03.2023
4. DATE OF OPENING (TECHNICAL BID): 18.03.2023
5. EARNEST MONEY DEPOSIT: **Rs. 2,00,000/- (Rs. Two lakhs only)** to be paid in the form of Demand Draft /E -PBG favoring 'Bank of Maharashtra' payable at Pune. EMD shall be waived off to MSME vendor registered in appropriate category only.
6. **Performance Security Deposit (PSD)** – Successful bidder to whom work is awarded has to submit Performance Security Deposit of **3% of the contract value within 7 days of issue of Work Order**. This performance security deposit shall be converted in Bank guarantee for period of **06 years** ie. till the end of comprehensive maintenance period. The said PSD shall be forfeited as a compensation for any loss resulting from the failure to perform the obligations under the contract or in the event of termination of the contract or in any event, which Bank thinks fit and proper.
7. COMPLETION PERIOD: 45 days from date of award of work.
8. LIQUIDITY DAMAGES: 0.5% OF CONTRACT VALUE PER WEEK DELAY UPTO 5%.
9. **VALIDITY:** The validity of this tender is for a period of **90 days** from the date of opening of the tender and it shall remain binding upon us and may be accepted by the **Bank** at any time before the expiration of that period without any additional cost.
10. **Payment terms:**
 - i. Payment of 100% of machine value (A) within 07 days from submission of work satisfaction letter from Branch/Zone to Head Office.
 - ii. Payment of Annual Maintenance Charges (B) year wise shall be paid after successful completion of each period from individual Zone.
 - iii. The date of installation shall be referred as the benchmark date for any payment to be conveyed.
11. **Brief Scope of Work:**
 - i. Supply & installation of Note Sorting machines in various branches of Bank of Maharashtra.
 - ii. The Note Sorting Machines should comply
 - Note Sorting Machines - Authentication and Fitness Sorting Parameters RBI/2022-23/79 DCM(NPD)No.S488/18.00.14/2022-23 dated 01.07.2022 and any other upgradations till end of comprehensive maintenance period.
 - Detection & Impounding of Counterfeit Notes RBI/2022-23/07/DCM (FNVD) G-1/16.01.05/2022-23 Dated 01.04.2022 and any other upgradations till end of comprehensive maintenance period.

- iii. **Comprehensive Maintenance Warranty:** The vendor shall maintain the Note Sorting Machines in good working condition during the **05 Year Comprehensive Maintenance Period** (which would commence after end of 01-year defect liability period) by conducting quarterly & annual maintenance as per detailed scope of work of tender.
- iv. All faulty parts, consumable parts (sensors/limit switches/contacts etc.) having reduced capability as per specification shall be replaced by the vendor at their cost during defect liability & comprehensive maintenance Period & also upgrade the software with patches from time to time free of cost.

12. **Guarantees/warranty:** The Vendor must provide comprehensive guarantee for the system/ equipment/ materials/ supplied against faulty design/ material/ components/ workmanship giving rise to breakdowns/under efficiency/ reworks/ replacements etc for period of **01 years** for defect liability & **05 years of comprehensive maintenance**. Comprehensive onsite warranty should be valid for a period of **06 years** from the end of defect liability period, irrespective of the date of deliveries shall be provided by the vendor. Failure to make-up the breakdowns for during the guarantee period shall automatically attract invocation of the Bank Guarantee.

The tender submission shall be done in online mode at GeM Portal. No separate intimation shall be given to any bidder all clarifications/intimations shall be done through GeM Portal only. In case of any of the condition put-forth by any of the bidding agency, the bidder shall be asked to withdraw the condition or otherwise the particular Bidder shall be disqualified and price bids of remaining Bidders shall be opened on the same day.

The tenders shall be addressed to The Deputy General Manager, Corporate Services Department, Bank of Maharashtra, Head Office, Lokmangal Building, 1501, Shivaji Nagar, Pune-411005, Maharashtra and subscribed **TENDER DOCUMENT FOR "SUPPLY, INSTALLATION & MAINTENANCE OF NOTE SORTING MACHINES AT VARIOUS BRANCHES OF BANK OF MAHARASHTRA (PAN INDIA)"**

Any clarifications on said tender shall be as per the extant guidelines/procedures as followed on GeM portal. The Bidder will have to quote for all the sections included in the tender documents. The Bank of Maharashtra reserves the right to accept or reject any tender either in whole, or in part without assigning any reasons for doing so and do not bind themselves to accept the lowest or any tender.

The Bank of Maharashtra also reserves the right to negotiate or partly accept any or all the tenders received without assigning any reason thereof. Tenders, which do not fulfill all or any of the above condition and conditions mentioned in the tender documents or are incomplete in any respect, are liable to be rejected. Any discrepancies, omissions, ambiguities in the tender documents for any doubts as to their meaning should be reported in writing to the office of the Deputy General Manager Bank of Maharashtra, 1st floor, Corporate Service Dept, Lokmangal, Shivajinagar, Pune. And if any such aforesaid discrepancies, omissions, ambiguities in the tender documents is accepted than necessary corrigendum will be issue accordingly by Bank.

All other terms & conditions are detailed in the tender documents (AX1/CSD/TENDER/31/2022-23 Dated 03.03.2023)

Thanking you,

Sd/-

Deputy General Manager
Corporate Service Department

2. LETTER OF SUBMISSION FROM BIDDERS

Dated :

To,
The Deputy General Manager,
Corporate Services Department,
Bank of Maharashtra,
Head Office, Lokmangal, 1501,
Shivaji Nagar, Pune-411 005.

Dear Sir,

Reg : The tender documents (AX1/CSD/TENDER/31/2022-23 Dated 03.03.2023)

1. I/ We, having examined the delivery address, bill of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum / tender / BOQ and having acquired the requisite information relating thereto as affecting or related to the tender.
2. I/we hereby offer to execute the works specified in the said memorandum / tender / BOQ within the time specified and at the rates mentioned in the attached bill of quantities and in accordance in all respects complying to the specifications and instructions in writing referred to in conditions of tender, the articles of Agreement, Condition of Contract, Bill of Quantities(Price Bid) etc. and with such materials as are provided for, by, or prescribed and in all other respects in accordance with such conditions so far they may be applicable as below.
3. I/ We agree to execute all the works therein referred to your entire satisfaction and as per specification up till satisfactory takeover by the Bank, and as detailed in the contract sum analysis herewith attached.
4. Should this tender be accepted, I/ We hereby agree to abide by and fulfill the terms and provisions of the said conditions of contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the **Bank of Maharashtra** the amount mentioned in the said contract.
5. I/We have submitted a Demand Draft for a sum of **Rs. _____/- (Rupees Only)** as Earnest Money Deposit with the **Bank of Maharashtra**, payable at Pune which amount is not to bear any interest. I/we do hereby agree that this sum shall be non-returnable
6. If this tender is accepted, I/ We agree to submit Performance Security Deposit of 3% of total contract value in form of Demand draft or in form of Bank Guarantee within 07 days of accepting work order.
7. The validity of this tender is for a period of **90 days** from the date of opening of the tender and it shall remain binding upon us and may be accepted by the **Bank** at any time before the expiration of that period without any additional cost.
8. The formal contract agreement when it is prepared and executed, this Tender together with your written acceptance thereof, shall constitute a binding contract between us. The agreement has to be entered in non-judicial stamp paper of value as per as per latest Maharashtra Stamp Act and we agree to bear the entire cost of agreement charges.

9. We agree to pay Government VAT, GST, Sales-Tax (State & Central), Service Tax, Central Excise Duty, Octroi, Work Contract Tax and all taxes as prevailing from time to time, on such items for which the same are leviable and the rates quoted by us are inclusive of the same.

10. The lists showing the particulars of fit out works carried out and the names of manufacturers of specialized items as enclosed, will be followed.

11. The dispute resolution procedure shall be as mentioned in General Conditions of Contract and as per "The Arbitration & Reconciliation Act, 1996" as may be amended from time to time.

12. Indian law shall govern the terms and conditions under this contract.

13. We shall ensure the NDA clause signed by us for this tender.

14. NOTE: ALL PAGES OF THE TENDER DOCUMENTS INCLUDING ANNEXURES TO THE TENDER SHALL BE SIGNED & STAMPED AS ACCEPTED BY PUR FIRM /OR BY US.

15. Our bankers are:

- i)
- ii)

Yours faithfully,

Signature of Bidder

(By the authorized signatory of the

Lead firm with Board resolution

Reference and common seal of company)

Note: A copy of Power of Attorney or Board Resolution for authority imparted for signing tender document shall be enclosed with Technical Bid.

3. GENERAL INSTRUCTIONS TO THE BIDDERS

1. Scope of Work: Tenders are invited by Bank of Maharashtra on GeM platform for the “**SUPPLY, INSTALLATION & MAINTENANCE OF NOTE SORTING MACHINES AT VARIOUS BRANCHES OF BANK OF MAHARASHTRA (PAN INDIA)**”

2. Tender Document: The work has to be carried out strictly according to the conditions stipulated in the tender consisting (total pages 74) of the following document and the most workman like manner.

3. Conditions of Contract

- i. Tender Form
- ii. Articles of Agreement
- iii. Notice Inviting Tender & General Instructions to the Bidders
- iv. Criteria for two part Tender submission and evaluation
- v. General Conditions of Contract
- vi. Additional Conditions of Contract

The above documents shall be taken as complementary and mutually explanatory of one another along with terms and conditions of GeM but in case of ambiguities or discrepancies, shall take precedence in order given below

- a. Price Bid
- b. Technical Specifications
- c. Special Conditions of Contract
- d. Instruction to Bidders

4. Technical Specifications – Materials.

5. Price Bid - Bill of Quantities

6. Signing of Contract Document: The Successful Bidder shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith within 7 days from the receipt of Letter of Acceptance/Intent/ Work Order / Confirmation Letter by the Bank, whichever is earlier. The agreement has to be entered on non-judicial stamp paper of value as per latest Maharashtra Stamp Act and charges of the same should be paid by the vendor. However, the written acceptance of the tender by the Bank will constitute a binding agreement between the Bank and successful Bidder whether such formal agreement is subsequently entered or not.

7. Completion Period: Time is essence of the contract. The work should be completed in all respects in accordance with the terms of contract within a period of **45 days** from the date of work order.

8. Validity of Tender: Tender shall remain valid and open for acceptance for a period of **90 days** from the date of opening the Price Bid. If the Bidder withdraws their offer during the validity period or makes modifications in their offer which are not acceptable to the Bank, without prejudice to any other right or remedy, the Bank shall be at liberty to forfeit the Performance Security Deposit.

9. Rate and Prices

- i) The Contract shall be on item rates basis. The Vendor shall be paid for the scope of work as per specifications as mentioned in Technical and Price bid.
- ii) The Bidder shall quote their rates for individual items both in words and figures. In case of discrepancy between the rate quoted in words and figures, the unit rate quoted in words will prevail. If no rate is quoted for a particular item the vendor shall not be paid for that item(s) when it is executed. It will be considered as null rate item and vendor have to execute such item compulsorily.

iii) Attached Bid document has to be downloaded, to be print and same to be uploaded again with all pages sign & stamp. Each page of the BOQ shall be signed & stamped by the authorized person and cutting or overwriting shall be duly attested by the Bidder. A letter of authority from the company shall accompany the tender documents. (Bidder shall sign and stamp all the pages of tender documents at the lower right-hand corner by the Bidder. All corrections should be initialed in the Commercial Bid. Price Bid shall be filled online with proper rates considering specifications mentioned.

iv) The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to fluctuations in exchange rates, cost of materials, labour wages & conditions, and freights or any other conditions whatsoever. Bidder must include in their rates all duties taxes and as existing on the date of submission of Tender viz. Import duty, Excise duty, VAT, Sales Tax, GST, Works Contract Tax, Service Tax applicable Octroi, LBT, Labour Cess (if any), Labour oriented taxes, duties, levies, CST, BST, ESI, PF, Professional Tax, surcharge, Insurance premiums of all types and any other tax and duty or other levy levied by the Indian Government or Local authority as applicable including any variation during the contract period and any agreed extension thereto. The rates quoted shall be firm throughout the contract period including time extensions granted, if any. Claims for revision in rates or compensation in any other form whatsoever shall not be entertained by the Bank on account of fluctuations in the following but not limited to:-

- Revision to rate of prevalent taxes
 - New taxes imposed during the execution of works
 - Foreign exchange rates
 - Cost of Materials
 - Electricity and water charges
 - Labour wages and conditions
 - Statutory payments like PF, ESI etc
 - Royalties and patent rights
 - Licenses and permit fees
 - Import duties
 - Import / Export regulations
 - Insurance charges
 - Freight charges / Transportation costs
 - Cost of fuel/ lubricants
- Or any other rates, costs or conditions whatsoever

10.Blacklisting of Vendor/Bidder:

- i. **During Bidding Process:** Bidder has to provide genuine and correct information while filling tender document. Any document which are attached with this tender shall be genuine and shall be self-attested. If during scrutiny of Bids or during due diligence any incorrect/ wrong/ fake /forged / spurious document or information is found then Bank will put the respective Bidder in Blacklist. The information of the same will be submitted to IBA and other agencies. The Bidder will be barred from any participation of tender process in the Bank.
- ii. **After Award of Work:** If any information/document submitted by the successful bidder is found incorrect/ wrong/ fake /forged / spurious, or variation of GOI directions. then Bank shall terminate the contract and Blacklist the Bidder. The information of the same will be submitted to IBA and other agencies. The Bidder will be barred from any participation of tender process in the Bank. Further Bank will forfeit the Performance Security Deposit. All the action in the aforesaid matter will be at the discretion of Bank.

4. CRITERIA FOR TWO PART TENDER SUBMISSION AND EVALUATION

1. The tendering process shall be done as per extent guidelines of the GeM portal. Two Bid system shall be adopted. The Bidders shall submit all the necessary documents as sought in the tender document. If any part of the document contained in Qualifying and Technical Bid has any indication of prices, the entire Bid is liable for rejection.

NOTE: -

- i. In case of any condition found in the price bid, such bids shall be summarily rejected.
 - ii. All pages of tender documents including attached documents shall be signed & stamped.
1. All technical submissions required at various parts of the Tender but not limited to the following (It is Bidders responsibility to ensure that all requirements of submittals as called for in Tender documents are complied with):-
 - i. Instruct the winning bidder to provide for requisite staffing for the project and same shall be complied by the winning bidder, right from start of project through project completion.
 - ii. Equipment to be deployed for this project at site.
 - iii. The Successful Bidder shall produce detailed time schedule with break-up from start to finish to the satisfaction of the Bank.
 2. If it comes to the notice of the **Bank** that the **Bidder** has suppressed any information or furnished misleading or inaccurate information, or in case whether any litigation currently in progress at the time of submission of bids lead to the decree by the Court of Law against the **Bidder**, the Bank reserves the right to nullify the qualification and to disqualify the **Bidder** at any stage of the project. If such information becomes available to the Bank prior to issue of Letter of Intent, the **Bidder** will be disqualified and will not be considered for award of work, even though the **Bidder** is eligible for LOI. If such information comes to the knowledge of the Bank after the award of work, the Bank reserves the right to terminate the Contract unilaterally at the total cost and risk of the **Bidder** and such action would include forfeiture of all deposits, guarantees etc. furnished in any form, all damages as determined at the time of termination. The Bank will also reserve the right to recover any Retention Money, Mobilization Advance paid by invoking of Bank Guarantees. **Bidder has to provide undertaking on the letter head stating that all the information submitted are genuine and correct and have not been blacklisted in any Govt./PSU/PSB /Govt Aided or by any local bodies including reputed Institution for any work executed for them.**
 3. The **Bidder** shall be deemed to have waived rights if any that they may have or perceive to have as a result of their not being pre-qualified and shall not hold **BANK** for any loss they may have suffered due to their not being pre-qualified.
 4. **Evaluation Method:** The method of evaluation will consist of following stages. First Stage: **In this stage, the Technical Bid shall be evaluated. If Technical Bid is found deficient, including but not limited to any changes/ amendments made by the Bidder in the tender documents, BANK reserves the right to reject the entire Tender without further evaluation.**

Second Stage: **If Technical Bid is found acceptable and fulfills the pre-qualification criteria of technical bids then the Price bids of those bidders will only be opened and the work shall be awarded to the Lowest Bidder subject to approval on basis of technical evaluation as well as financial viability after arithmetic verification in line with the tender procedures of the bank. Rates to be mentioned in figures as well as words.**
 5. If, at any stage, it is found that the Bidder having been selected on the basis of his submissions and support documents thereof in the technical bid but after Award of Contract or during execution, his commitments of resources / levels of performance falls short from what has been promised in the technical bid, BANK reserves the right to take the Remedial actions, as it deems fit at the Cost & Risk to the Bidder so selected and their Performance security deposit will be forfeited.

6. **Bank** reserves the right to annul the process of tender or to accept or to reject all or any of the tenders without thereby incurring any liability to any applicant or any obligation to inform any participant of the grounds for its action or assigning any reasons thereof.
7. The **Bidder** hereby agrees to abide by **Bank's** decision on all matters pertaining to this bid and undertakes not to resort to any actions either Legal or otherwise against **BANK** in this regard, including direct / indirect canvassing / influencing etc., violation of this clause will lead to summary disqualification of the bidder without any reference to them.
8. If lowest bidder after receiving the work order doesn't commence the work within stipulated prescribed time line and does not shows any response, the Bank shall terminate the work order and the performance security deposit will be forfeited in that case.

DEFINITION AND INTERPRETATION OF THE CONTRACT DOCUMENTS

MEANING TO BE ASCRIBED TO THE DEFINITION: -

- i. In the contract the following expression shall, unless the context otherwise requires have the meaning hereby respectively assigned to them shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act, or the Provisional Insolvency Act or any amending statute.
- ii. Arbitration Act shall mean the Arbitration and Conciliation Act, 1996 and rules framed there under as may be amended or re-enacted from time to time.
- iii. Articles of Agreement shall mean the articles of agreement dated entered into between the Bank and the Vendor set out in Section [II] of Volume [1] of the Contract Documents.
- iv. Bidder/Bidders shall mean the pre-qualified construction agency / agencies approved by the Bank who tender / bid for the Project.
- v. Bill of Quantities/Price Bid shall mean the final rates for the schedule of quantities agreed to between the Bank and the Vendor in relation to the Work to be undertaken as per the terms and conditions contained in the Contract Documents.
- vi. Contract means the documents forming the tender and acceptance thereof and the Formal agreement executed between Bank of Maharashtra (Bank) and the Vendor, together with the documents referred therein including these conditions, the specifications, and instruction issued from time to time by the Bank and all these documents taken together shall be deemed to form one contract.
- vii. Contract Value/Sum shall mean the value of the entire work as stipulated in the letter of acceptance or tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.
- viii. Vendor shall mean the successful bidder.

5. ELIGIBILITY CRITERIA

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

1. The Bidder should be a Company registered in India under the Companies Act, 1956 and amended Companies Act, 2013 & should have valid PAN/GST/EPF/ESIC.
2. Bidder must have service centres at all the major cities as mentioned in the tender document.
3. Bidder shall be OEM or authorized dealer or authorized agency of OEM. If OEM is willing to participate through their authorized dealer /agency, then necessary authority letter to agency/dealer shall be provided by OEM. Please note that only one authorized dealer/agency of OEM shall participate in Bidding process.
4. The bidder should have **average annual turnover** of more than **Rs. 3.5 Crores** during the last three financial years i.e. FY 2019-20 ,2020-21 & 2021-22 (Valid CA certificate along with ITR acknowledgment to be enclosed)
5. The bidder should be a profitable agency & should have shown the **profits** in each of last three financial years i. e. FY 2019-20 ,2020-21 & 2021-22 (Valid CA certificate along with ITR acknowledgment to be enclosed)
6. The bidder should have successfully executed works of similar type having total contract value of **Rs. 2.8 Crores** during **last three years** to Public Sector Banks/Scheduled Commercial Bank/Reserve Bank of India (Proof of the same should be submitted for having successfully completed the work) OR
7. The bidder should have successfully executed works of similar type having total contract value of **Rs. 1.8 Crores** during **last two year** to Public Sector Banks/Scheduled Commercial Bank/Reserve Bank of India (Proof of the same should be submitted for having successfully completed the work) OR
8. The bidder should have successfully executed works of similar type having total contract value of **Rs. 1.4 Crores** during **last one year** to Public Sector Banks/Scheduled Commercial Bank/Reserve Bank of India (Proof of the same should be submitted)
9. The bidder should not have been blacklisted by any PSU Bank or enterprise /Private Bank/NBFC/Co-operative Bank/Govt. department during last 05 years. A written undertaking has to be given by the bidder. **A written undertaking has to be given by the bidder on their letter head.**
10. Only those bidders who have at least **5 years' establishment. Similar Work shall mean Supply, & Installation of Note Sorting Machines.** The Completion Certificate pertaining to irrelevant works will not be considered. Works other than aforesaid mentioned will not be considered for pre-qualification.
11. **Completion Certificate:** Bidder shall submit the completion certificate for above Sr No.7/8/9 mentioning the scope of part/full related to **Similar works**. Final bill amount, year, duration of work from the competent authority of client. **Completion certificate from any Consultant will not be considered.** Only Work Order document will not be considered as a proof of completion of Work.

6. TECHNICAL EVALUATION OF BIDDERS:

PROFORMA 1				
Technical Evaluation of Bidders				
S No.	Description	Marks	Self Assessment by Contractor	Banks Assessment
1	Work Experience(TIME): Experience of Supply installation testing & commissioning of Note Sorting Machines etc. for the last – A.) 10 year = 20 Marks (1 year =2 Mark) (Proof to be submitted)	20		
2	Financial strength : Average annual financial turnover for Last Three Year - A.)above 05 Crores – 20 Marks B.)above 02 Crores – 10 Marks C.)above 01 Crores – 05 Marks (Proof to be submitted)	20		
3	Work Experience(TECHNICAL): Experience for Supply installation testing & commissioning of Note Sorting Machines (last 03 year) A.)Consolidated capacity above 300 – 40 Marks B.) Consolidated capacity above 200 – 30 Marks C.) Consolidated capacity above 100 – 20 Marks ** Enclose Work Orders/Work Satisfaction letters of Nationalized Bank/RBI only for last 03 years.	40		
4	Bidders complying to Make in India	20		
	Total Marks	100		
** Note : Minimum qualifying marks for technical Bid shall be 75. If bidder scores below 75 then financial bid shall not be considered. ** Committee will have sole right for assessment based on submitted documents.				

PROFORMA 2		
Details of Bidders		
1	Name and address of applicant	
2	Telephone No./Fax No./E-mail/Telex No.	
3	Legal status of the applicant (attach copies of original documents defining the legal status) The applicant is: a. A Private Limited Company b. A Public limited company c. A firm in Partnership d. A limited Company (Private or Public) or Corporation	
4	Particulars of Registration with various Government bodies/Organization.(attach attested photocopy)	
5	Name of Directors/Partners with their addresses, Telephone numbers, Fax, Email	
6	Designation of individuals authorized to act for the organization	
7	Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.	
8	Has the applicant or any constituent partner in case of partnership firm, ever been debarred/ black listed for tendering in any organization at any time? If so, give details.	
9	Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.	
10	Other details:	
	a) EPF No. valid up to	
	b) TIN No. and certificate	
	c) Clearance of sales Tax up to	
	d) PAN No. and copies of IT return for last three years.	
	e) Service Tax registration No.	
	(Copies to be enclosed)	
11	Are you a MSME Unit? If yes, Please furnish registration details, Name of the DIC/state.	
12	If you are MSME, is it owned by SC/ST entrepreneurs? If yes, Please specify the name of owner who is SC or ST	
13	Any other information considered necessary but not included above.	

PROFORMA 3					
S No.	Description	FY 19-20	FY 20-21	FY 21-22	Average annual turnover
(i)	Gross Annual turnover on consultancy works				
(ii)	Profit/Loss				
Seal					
Signature of Applicant					
Financial Analysis: Details to be furnished duly supported by figures in Balance Sheet/Profit & Loss Account for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (certified copies to be attached)					

PROFORMA 4							
Details of Projects Executed							
Sr. No.	Name of Work / Project executed	Short description of work	Name & Address of Owner/Client	Value of work executed	Stipulated time of completion	Actual time of completion	Copy of Work Order / completion certificate from the Client.
1							
2							
3							
4							
5							
6							

PROFORMA 5						
KEY PERSONNEL PERMANENTLY EMPLOYED						
Sr. No	Name	Designation	Qualifications	Experience	No. of Years engaged with the firm	Any other information
1						
2						
3						

PROFORMA 6		
Details of Infrastructure in Office		
Sr. No.	Items	Details
1	Address of the office.	
2	Office premises, area etc. in Sq. Mtrs.	
3	Fax and Other equipment	
4	Telephones	
5	Number of Computer workstations	
6	Software used for planning, estimating, execution, supervision etc.	
7	Details of Office Network across India	
8	Any other information	

7. GENERAL CONDITIONS OF CONTRACT

1. Type of Contract

The Contract shall be an Item-rate (Re-measurable) Contract and the **Vendor** shall be paid for the actual quantity of work done, as measured at site, at the rates quoted/ accepted by him in the Contract Bills of quantities.

2. Total Security Deposit

Total security deposit comprises: Earnest Money & Performance Security Deposit in form of DD/ Bank guarantee.

- i. **EARNEST MONEY DEPOSIT: Rs. 2,00,000/- (Rs. Two lakhs only)** to be paid in the form of Demand Draft /E -PBG favoring 'Bank of Maharashtra' payable at Pune. **EMD shall be waived off to MSME vendor registered in appropriate category only.**
- ii. **Performance Security Deposit (PSD)** – Successful bidder to whom work is awarded has to submit Performance Security Deposit of **3% of the contract value within 7 days of issue of Work Order**. This performance security deposit shall be converted in Bank guarantee for period of **06 years** ie. **fill the end of comprehensive maintenance period**. The said PSD shall be forfeited as a compensation for any loss resulting from the failure to perform the obligations under the contract or in the event of termination of the contract or in any event, which Bank thinks fit and proper.

No Interest shall be paid on the amount retained by the Bank as Performance Security Deposit.

3. Language

The Language in which the contract documents shall be drawn shall be in English.

4. Errors, Omissions & Discrepancies

In case of discrepancy between written description of an item in Bill of Quantities and corresponding technical specification, the former shall be adopted. In case of difference between rates written in figures and words, the rate in words prevail. Between the duplicate/subsequent copies of the tender, the original tender shall be taken as correct.

5. LOA or Work Order & Agreement

Letter of Acceptance or Work Order: Within the validity period of the tender (**90 days**) the Bank shall issue a letter of acceptance by registered post or otherwise depositing at the address of the vendor as given in the tender to enter into a Contract for the execution of the work as per the terms of the tender. The letter of Acceptance shall constitute a binding contract between the Bank and the Vendor.

- 6. Contract Agreement:** On receipt of intimation of the acceptance of tender from the Bank the successful Bidder shall be bound to implement the contract and within 7 days thereof shall sign an agreement in a standard format with Bank in a non-judicial stamp paper of value as per latest Maharashtra Stamp Act. The value of stamp paper shall be calculated based on the tendered amount and the same shall be borne by the vendor.

7. Liquidated Damages

If the vendor fails to maintain the required progress or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion without justification in support of the cause of delay, it may be called upon without prejudice to any other right of remedy available under the law to the Bank on account of such breach to pay a liquidated damages at the rate of **0.5% of the actual project cost of the work per week of delay subject to a maximum of 5% of the actual project cost.**

8. Obtaining information related to the execution of work

No claim by the vendor for additional payment shall be entertained which is consequent upon failure on its part to obtain correct information as to any matter affecting the execution of the work nor any misunderstanding or the obtaining incorrect information or the failure to obtain correct information relieve the vendor from any risk or from the entire responsibility for the fulfillment of the contract.

9. Commencement of Work : The date of commencement of the work shall be reckoned from the Date of issue of Work Order.

10. Time for Completion: Time is essence of the contract and shall be strictly observed by the Vendor. The Entire work shall be completed within a period of **45 days from the date of award work order**. If required in the contract or as directed by the Bank, the vendor shall complete certain portions of the works before completion date of the entire work. However, the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

11. Extension of Time

If work is delayed for reasons beyond the control of the vendor, the Bank may grant a fair and reasonable extension of time for completion of the installation of Note Sorting Machines as per the terms of the contract. If the vendor needs the extension of time for the completion of the works or the completion for the works is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the vendor shall apply to the bank in writing at least 15 days before the expiry of the schedule time and while applying for the extension of time it shall furnish the reason in detail and its justification if any for the delays. While granting extension of time the vendor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the Bank, the provision of the liquidated damage as stated herein this conditions shall become applicable. Further the contract shall remain in force even for the period beyond the due date completion irrespective whether the extension is granted or not.

12. Rate of Progress

Should the rate of progress of the work or part thereof be at any time be in the opinion of the Bank seems too slow to ensure the completion of the whole of the work by the prescribe time or extended time for completion the Bank shall thereupon take such steps as considered necessary to expedite progress so as to complete the works by the prescribed time or extended time.

13. Owner's / Bank' right to terminate the contract

If the vendor being an individual or a firm commits any "Act of insolvency" or shall be adjudged an insolvent or being an incorporated company shall have an order of compulsory winding up voluntarily or subject to the supervision of Govt. and or the official assignee of the liquidator in such acts of insolvency or winding up, within a period of seven days, after notice to the vendor to do so, shall show to the Bank with reasonable satisfaction that Vendor is able to carry out and fulfill the contract and to give security thereof if so required by the Bank.

Or if the vendor shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor or shall assign or sublet this contract without the consent in writing of the Bank or shall charge or encumber this contract or any payment due to which may become due to the vendor hereunder

- i. Has abandoned the contract or supplied inferior quality of machines.
- ii. Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the Bank written notice to proceed, or
- iii. Has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the vendor for 7 days after written notice shall have been given to the vendor to observe or perform the same or has to the detriment of good workmanship or in

defiance of the Bank's instructions to the contrary subject any part of the contract. Then and in any of said cases the bank may not withstanding any previous waiver, after giving 7days notice in writing to the vendor, determine the contract, but without thereby affecting the powers of the Bank the obligation and liabilities of the vendor whole of which shall continue in force as fully as if the contract had not been determined and as if the works subsequently had been executed by or on behalf of the Vendor.

14. Certificate of Payment

All payments shall be made strictly in accordance to the payment terms of the tender. The Works shall be entertained for Payment only after 100% of the subject Item / Works approved and to complete satisfaction of Bank. Provided always that the issue of any certificate by the Bank during the progress of works or completion shall not have effect as certificate of satisfaction or relieve the vendor from its liability under this clause.

15. Arbitration : 'The Parties shall make every effort to resolve amicably, by direct informal negotiation between them, any disagreement or dispute arising between them under or in connection with this Tender. If the Parties are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, any Party may require that the dispute be referred for resolution through formal arbitration by sending a notice indicating the party intent to initiate arbitration to the other Parties.

'The arbitration tribunal shall be composed of a sole arbitrator, and such sole arbitrator shall be appointed mutually by the parties. In case of non-consensus between the parties on the name of the Sole Arbitrator, the parties will appoint One Arbitrator each who will mutually appoint the Third Arbitrator who will act as the Chairman/ Umpire of the Arbitral Panel. The award of the Sole Arbitrator/ Arbitral Panel shall be binding on the parties. The procedure of arbitration shall take place as per the Arbitration and Conciliation Act, 1996 and amendments thereof. The place of arbitration shall be Pune, India and expenses of Arbitration shall be shared equally by the parties. The arbitration proceedings shall take place in the English.'

16. Sub-Contracting Vendor shall not sub-let any work without the consent / permission of the Bank.

17. 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 30 consecutive days, then both the parties may have the option to terminate the agreement at any point of time.'

18. Payments withheld

The **BANK** may withhold or on account of a subsequently discovered evidence nullify the whole or a part of any certificate to such extent as may be necessary in his reasonable opinion to protect the **Bank** from loss on account of :

- i. Defective Note Sorting Machine remedied.
- ii. Non adherence of Safety, Health & Environment norms as specified
- iii. When the above grounds are removed or rectified within the time limit as instructed by the Bank, payment shall be made for amounts withheld because of them.

19. Liens

The **Vendor** represents that the work called for under this tender shall be performed, finished and delivered to the Bank free from all claims, liens and charges of any kind within the spirit of this

contract.

20. Miscellaneous

- i. **Further Assurance** From time to time, as and when requested by either Party hereto, the other Party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions, as such other Party may reasonably deem necessary or desirable to consummate the transactions contemplated under the Contract Documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of the Contract Documents.
- ii. **Amendments** The Contract Documents may be amended or modified, and any of the terms hereof may be waived, only by a written instrument duly executed by the Bank. No waiver by the Bank of any term or condition contained of the Contract Documents, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of the Contract Documents on any future occasion.
- iii. **Notices** All notices, demands or requests or other communication required or permitted under the Contract Documents shall be written in English, and shall be made by hand delivery, registered post, certified mail, or a similarly recognized overnight courier service or facsimile, to the other Parties at the address provided as follows:
- iv. If to the Bank: The Deputy General Manager,
Address: 1st Floor, Bank of Maharashtra,
Corporate Services Department,
Head Office, Lokmangal, 1501,
Shivaji Nagar, Pune-411005.
Email : ankit.tiwari@mahabank.co.in
020-25614336
- v. If to the Vendor:
Address:
Telephone: Fax:
Email:

21. Governing Law and Jurisdiction

The Contract Documents shall be construed and interpreted in accordance with and governed by the laws of India and the Courts at Pune, India shall have jurisdiction over all matters arising out of or relating to the Contract Documents.

22. Patent Rights/Intellectual Property Rights: In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial design rights arising from the use of the Products or any part thereof in India, the vendor shall act expeditiously to extinguish such claim. If the vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the vendor of such claim, if it is made, without delay.

23. Land sharing Clause:

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.

"Bidder" (including the term 'Bidder', '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.

"Bidder from a country which shares a land border with India" for the purpose of this Order means: -

- An entity incorporated, established or registered in such a country; or
- A subsidiary of an entity incorporated, established or registered in such a country; or
- An entity substantially controlled through entities incorporated, established or registered in such a country; or
- An entity whose beneficial owner is situated in such a country; or
- An Indian (or other) agent of such an entity; or
- A natural person who is a citizen of such a country; or
- A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

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-

- "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
- "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;
- 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 or entitlement to more than fifteen percent of capital or profits of the partnership;
- 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;
- 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;
- 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.
- An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

24.Relationship between parties: This RFP/tender document is on a 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, related business entities, agents, vendors or subvendors 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.

25.Non-solicitation Clause:

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this tender document/Agreement during the period of the tender document/Agreement and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of this tender document/Agreement and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party.

The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

26.Limitation of Liability:

- i. 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.
- ii. Bidder's liability in case of claims against the Bank resulting from Misconduct or Negligence of bidder, its employees and Subvendors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.
 - a. "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.
 - b. "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.
- iii. 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.
- iv. 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.
- v. 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.

27.Protection of Reputation:

It is agreed between the parties that Bank, being in service industry, its reputation, goodwill and positive brand image is of prime importance. Bank has a right to impose penalty for the reputational loss on account of business disruption if Bidder fails to perform its obligations in the best possible manner and/ or fails to maintain quality of service. The amount of penalty will be assessed by the Bank in the manner as it deems fit and the said amount can be deducted from the amount payable to the company against its services. Bidder undertakes and agrees to indemnify the Bank against such losses suffered. Reoccurrence of such incidence may lead to termination of contract by the Bank without any further notice.

28.Representation and Warranties: Bidder warrant and represent that:

- (a) It has full power and authority to enter into this Agreement;
- (b) It shall be responsible for its corporate and personnel taxes if any, and shall indemnify and hold harmless Bank for any liability in this connection;

- (c) It has the requisite experience and expertise, resources, infrastructure, qualified manpower and other requisite resources to provide the services as desired by the Bank.
- (d) Its execution of this Agreement and its performance of its obligations hereunder will not conflict with, cause a default under, or constitute a breach of any agreement with a third party;
- (e) It shall ensure compliance of all applicable laws and regulations in the performance of the Services under this Agreement;

In rendering the services to the Bank, Bidder warrants that:

- i. It shall observe the best service quality standards and ensure that it renders its obligations to the satisfaction of the Bank.
- ii. It shall meet the various deadlines and standards as mutually agreed
- iii. It shall discuss and review its progress, as and when required by the Bank.
- iv. It shall maintain utmost confidentiality of the Confidential Information

29. Notice Clause:

All notices given under this tender/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:

Disclosing Party	Receiving Party
Representative name:	Representative name:
Address:	Address:
Email:	Email:
Phone number:	Phone number:

30. Waiver:

The failure to exercise any right provided in this tender document/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 tender document/agreement and each party's obligation shall be binding on the representatives, assigns and successors of such Party.

31. Compliance of Applicable laws:

- i. The bidder shall undertake to observe, adhere to, abide by, comply with and notify Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- ii. Compliance in obtaining approvals/permissions/licenses: The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or

demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

- iii. This indemnification is only a remedy for Bank. The bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by Bank arising out of claims made by its customers and/or regulatory authorities.

32. Protection of works and property

The vendor shall continuously maintain adequate protection of all his work from damage and shall protect the Bank's properties from injury or loss arising in connection with contract. The vendor shall make good any such damage, injury, loss, except due to causes beyond his control and due to its fault or negligence. The vendor shall take adequate care and steps for protection of the adjacent properties. The Vendor shall take all precautions for safety and protections of his employees on works and shall comply with all applicable provisions of Govt. and local bodies, safety laws and building codes to prevent accident, or injuries to persons or property on about or adjacent to his place of work. The Vendor shall take insurance covers as per compliance of the contract at its own cost. The policy to be taken in joint names of the vendor and the bank and the original policy may be lodged with the Bank. The vendor shall indemnify the Bank in any type of loss / damage occurred at site.

33. Adherence of Cyber Security Policy:

Bidders are liable for not meeting the security standards or desired security aspects of all the ICT resources as per Bank's IT / Cyber Security Policy. The IT /Cyber Security Policy will be shared with successful bidder. Bidders should ensure Data Security and protection of note sorting machines managed by them.

The deputed persons should be aware about Bank's IT/IS/Cyber security policy and have to maintain the utmost secrecy & confidentiality of the Bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the Bank that data has been compromised/disclosed/misused/misappropriated then Bank would take suitable action as deemed fit and selected vendor would be required to compensate the Bank to the fullest extent of loss incurred by the Bank.

Bidder has to agree and provide undertaking not to disclose any Bank information and will maintain confidentiality of Bank information as per policy of the Bank and will sign "Non-Disclosure Agreement" document provided by Bank.

The legal and regularity requirements, including data protection, intellectual property rights, copy right, all the relevant regulations for sub-contracting, including the controls that need to be implemented shall be included in the supplier agreement.

The bidder/OEM (Original Equipment Manufacturer) has to certify the supplied Note Sorting Machine driver and related software is malware free, no zero day threats and no root kits.

All information resources (online/in-person) of the bidder and its partners shall be made accessible to Reserve Bank of India as and when sought.

Credentials of employees of bidder accessing and managing the Bank's critical assets shall be maintained and shall be accordance with Bank's policy.

The Bank shall evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/outsourcing activities and bidder shall ensure to support baseline system security configuration standards. The Bank shall also conduct effective due diligence, oversight and management of third party vendors/service providers & partners.

Vendor criticality assessment shall be conducted for all partners & vendors. Appropriate management and assurance on security risks in outsources and partner arrangements shall be ensured.

8. ADDITIONAL IMPORTANT TERMS & CONDITIONS OF THE TENDER

1. AUTHORITIES, NOTICES, PATENT RIGHTS AND ROYALTIES:

The vendor shall confirm to the provisions of the statutes relating to the works, and so to the regulation and bylaws of any local authority, and of any water, lighting and other companies or authorities with whose systems the structures are proposed to be connected and shall before making any variation from the specifications, that may be necessitated by so conforming given to the Bank's written notice, specifying the variations proposed to be made and the reason for making it apply for instruction thereon. In case, the vendor shall not within the 10 days receive such instruction, he shall proceed with the work conforming with the provisions, regulations or bylaws in questions.

The vendor shall bring to the attention of the Bank all notices required by the said acts, regulations or bylaws to be given to any authority, and pay to such authority or to any public officer all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Bank.

The vendor shall identify the employer against all claims in respect of patent rights, designs, trademarks or name or the protected rights in respect of any constructional plant, machine, work or material used for or in connection with the works or temporary works and from and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto. The vendor shall defend all actions arising from such claims, unless he has informed the Bank, before any such infringement and received their permission to proceed and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

2. QUANTITY OF WORK TO BE EXECUTED:

The quantities shown in the schedule of the quantities are expected for completion but the Bank reserves the right to place any excess order or less order thereof without assigning any reason therefore.

3. VARIATIONS / DEVIATIONS:

The vendor shall not make any alterations or additions to or omissions from the NSM to be supplied or any deviations from the provisions of the contract without such authorizations or directions in writing from the Bank. No claim for extra shall be allowed unless it shall have been executed by the authority of the Bank as herein mentioned. Any such extra is hereinafter referred to as on authorize extra. No variations i.e. Additions, omissions or substitutions shall vitiate the contract. The prices of all such additional items will be worked out on the basis of rates quoted for similar items in the contract wherever existing or on engineering rate analysis based on prevalent fair price of labour, material and other components as required.

4. SUBSTITUTIONS:

Should the vendor desired to workmanship, he / they must obtain the approval of the Bank in writing for any such substitutions well in advance. Materials designated in this specification indefinitely by such term as 'equal' or 'other approved' etc specific approval of the Bank been obtained in writing.

5. ESCALATION:

No escalation in any of the individual item rates / total contract value is permitted against delay of any sort. The Deputy General Manager, Corporate Services Department, Bank Of Maharashtra, 1501, Lokmangal, Shivaji Nagar, Pune shall be the final authority for deciding the merits on the case of delays for the award of the escalations claim if to be considered in case if justified as no fault of the vendor.

6. INDEBTEDNESS AND LIENS:

The vendor agrees to furnish the employer from time to time during the progress of the work as requested, verified statement showing the vendor's total outstanding indebtedness in connection with the work covered by the contract. Before final payment is made, the employer with satisfactory proof that there are no outstanding debts or liens in connection of the contract. If during the progress of the work, the vendor shall allow any indebtedness to accrue to sub-vendor or other and shall fail to pay discharge same with five (5) days after demand, then the employer may withhold any money due to the vendor until such indebtedness is paid, or apply the same towards the discharge thereof.

7. TERMINATION OF CONTRACT:

- i. The Bank shall be entitled to terminate the tender process or any subsequent agreement with the vendor at any time by giving Thirty (30) days prior written notice to the bidder/vendor without assigning any reason.
- ii. The Bank shall be entitled to terminate the tender process or any subsequent agreement at any time by giving a 30 days' notice if,
 - A. The vendor breaches its obligations under the agreement or any other subsequent agreement or amendment thereto and if the breach is not cured within 15 days from the notice.
 - B. The vendor-
 - a. has a winding up order made against it, or
 - b. has a receiver appointed over all or substantial assets, or
 - c. is or becomes unable to pay its debts as they become due, or
 - d. enters into any arrangement or composition with or for the benefit of its creditors, or
 - e. passes a resolution for its voluntary winding up or dissolution or if it is dissolved.
- iii. The vendor shall have right to terminate only in the event of winding up of the Bank.

8. FAILURE BY VENDOR COMPLY WITH BANK INSTRUCTIONS:

If the vendor after receipt of written notice from the Bank requiring compliance with such further instruction, fails within seven days to comply with the same, the Bank may employ and pay other persons to execute any such work whatsoever as may be necessary to give effect thereto and all cost incurred in connection there with shall be recoverable from the vendors by the Bank as a debit or may be deducted by him from any money due or which become due to the vendors.

9. DELAYED PAYMENTS:

Any amounts payable by the Bank to the vendor, if not paid within the 'period of honoring of certificate' no interest will be paid by the Bank.

10. **Non acceptance of Bids:** The bids falling under the below mentioned categories are liable for non-acceptance & further evaluation :-
- Submission of false information by bidder.
 - Submission of conditional bid.
 - Alterations in tender terms/specifications.
 - Violation of Government of India guidelines.

11. INCOME-TAX ,WORKS CONTRACT TAX & GST:

Income tax, works contract tax and GST shall be deducted at source by the client from the vendor's interim and final bill payments as per statutory regulations.

12. ACTION WHERE THERE IS NO SPECIFICATION:

In case of any class of work for which there is no specification mentioned, the same will be carried out in accordance with the Indian standards specifications subject to the approval of the Bank.

13. TYPOGRAPHICAL CLERICAL ERRORS

The Bank clarification regarding partially omitted particulars of typographical or clerical errors shall be final and binding on the vendors.

14. GENERAL PRICE VARIATION ADJUSTMENT CLAUSE (PVA CLAUSES FOR ALL MATERIALS)

There shall be no price variations of any sort during the course of execution of the works on site. The rates quoted by the vendor shall remain firm right throughout the duration of the contract.

15. INCOME TAX

Income tax shall be deducted from the vendor's bills as per the rules and regulations in force in accordance with income tax act prevailing from time to time. Quoted rates shall be deemed to include this.

16. EXCISE DUTY ON WORKS CONTRACT, SALES TAX ON WORKS CONTRACT, SERVICE TAX & VALUE ADDED TAX:

i. ED on works contract: Excise duty on works contract, if applicable, shall be included by the vendor in their quoted rates and no variation on this account will be entertained by the owner.

ii. VAT, GST & SERVICE TAX:

The quoted rates shall be inclusive of vat, gst & service tax & no extra claim on account of fluctuations in these taxes shall be entertained.

Other taxes: The quoted rates shall be deemed to be inclusive of all applicable taxes, lbt, octroi, levies, sales tax on works contract etc at the present rate of taxation & no extra claim on account of fluctuations in these taxes shall be entertained.

33. ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK

The work during its progress (or) during the defect liability period can also be inspected by the Chief Technical Examiner (or) his authorized representatives of the Central Vigilance Commission and any defects pointed out by him shall be attended by the vendor and to be rectified on priority.

34. ABNORMAL RATES

The bidder is expected to quote rate for each item after careful analysis of costs involved for the performance of the complete item consisting all specifications and conditions of the contract. If it is noticed that the rates quoted by the Bidder for any items are unusually high (or) unusually low it will be sufficient cause for rejection of the tender unless the Bank is convinced about the reasonableness of the rate on scrutiny of the analysis for such rate to be furnished by the Bidder on demand. Notwithstanding anything there in stand, the rate once accepted by the Bank shall be final and shall not be subject to any claim either on account of un-workability of rates or on any other ground whatsoever.

9. TECHNICAL SPECIFICATIONS OF EQUIPMENTS & DETAILED SCOPE OF WORK

1. Scope of Work:

- i. Bidder need to Supply, install, train, commission, maintain and upgrade Note Sorting Machines (NSM), as detailed elsewhere, in this RFP document, with defect liability period of 01 year & 05 year and comprehensive maintenance.
- ii. The machines are to be supplied to various branches/Currency Chests of the Bank in various locations in India at agreed cost as per Price Bid. The supplier shall arrange at its cost for the transportation and delivery of the machines and accessories to the Bank's Branches/Currency Chests situated at various locations in India and shall install and commission them at site and conduct such stress tests as per the requirement of the Bank, as mentioned in this document.
- iii. Installation and commissioning of the machine to the satisfaction of the Bank is the responsibility of the Bidder & adherence to all safety norms.
- iv. Any damage to existing structure, fixtures or fittings of the Bank during the installation shall be made good by the supplier at his own cost.
- v. The scope also includes supplying of accessories as specified and training of Bank's staff in operation of the machines.
- vi. NSM offered should have minimum specification as under:
 - a. Processing speed as mentioned in Technical Specification
 - b. Feeding capacity as mentioned in Technical Specification
 - c. Printer Interface facility & linked with Internal Server.
 - d. Fitness sorting – Issuable, non-issuable, ATM fit notes etc. as per RBI specifications.
 - e. 100% rejection / identification of suspected, counterfeit damaged or unfit Bank notes.
 - f. Currency adoption.
 - g. Easy and rapid upgradable software to comply with RBI norms regarding checking of authenticity of notes.
 - h. Approval GE tested / CE Mark
 - i. Image based technology – state of art user interface, simplified operation using self-explanatory language/simple.
 - j. Capturing series and serial number of notes by scanning images from both side i.e. front and back. (minimum backup of 30 days)
 - k. Elegant and robust design capable of functioning in dusty, heat and humid condition.
 - l. NSMs to be so designed so as to prevent entering of rodent or such other objects into machines.
 - m. Sorting by first note recognition/orientation sorting.
 - n. NSMs should be capable of generating MIS Reports (No of Notes processed, No of rejected Notes, Machine working condition, balance report/customer report/operator report/variance report/reject report/jam recovery report/supervisory report etc.)
- vii. Bidders can quote equivalent or higher technical specifications as mentioned in technical specifications to meet the Bank's requirements. However, no weightage would be given for higher configurations.
- viii. Bidder has to provide service and onsite support during warranty period and post warranty period as per Bank's requirement.
- ix. The offer must include comprehensive on-site support during defect liability period of 01 years & 05 year comprehensive maintenance from date of installation.
- x. Bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of equipment, accessories etc. covered by the offer. Bidder must warrant all equipment, accessories, spare parts etc., against any manufacturing defects during the warranty period. During the warranty period vendor shall maintain the

equipment and repair/replace all the defective components at the installed site, at no additional charge to the Bank.

2. Technical Specifications of Note Sorting Machines:

- i. The machines shall perform authenticity check with reference to the features of genuine notes as disclosed by the Reserve Bank of India from time to time. Any note which is not found to be having all the features of a genuine note shall be classified by the machine as suspect.
- ii. Notes can only be recycled / reissued if they are evaluated as genuine and fit according to the parameters laid down by RBI (see Guidelines on Note Authentication and Fitness Sorting Parameters attached). Authenticity check is a prerequisite for fitness sorting. Fitness sorting can be done only in case of genuine notes. The machines shall be able to identify and separate suspected counterfeits and notes which are unfit for circulation in terms of these standards in a reliable and consistent fashion.
- iii. A fit note is a note that is genuine, sufficiently clean to allow its denomination to be readily ascertained and thus suitable for recycling. An unfit note is a note that is not suitable for recycling because of its physical condition or belongs to a series that has been phased out by Reserve Bank of India. All the fitness parameters laid down by RBI are to be evaluated individually. A note must pass all the fitness parameters to be considered fit for recycling.
- iv. The bidder should provide the information as per table below as to whether or not their Note Sorting Machines as per bid conform to these points ((Tolerance level as per RBI norms). If any of the criteria is not satisfied by the NSMs as per Bidder Assessment or Bank Assessment, it will not be considered for further evaluation.

S No.	Description	Bidder Remarks	Bank Remarks
1	Model number of machine		
2	Ergonomic design, sturdy, capable of working in dusty, hot and humid conditions in India		
3	Number of Reject Stackers (must be at least one)		
4	Capacity of each Reject Stacker For 8+1 : minimum 100 notes per stacker For 7+1 : minimum 100 notes per stacker For 4+1 : minimum 100 notes per stacker For 3+1 : minimum 100 notes per stacker For 2+1 : minimum 100 notes per stacker For 1+1 : minimum 50 notes per stacker		
5	Number of Output Stackers (excluding reject stackers) For For 8+1 : minimum 8 For 7+1 : minimum 7 For 4+1 : minimum 3 For 3+1 : minimum 3 For 2+1 : minimum 2 For 1+1 : minimum 1		
6	Capacity of the each Output Stacker For 8+1 : minimum 100 notes per stacker For 7+1 : minimum 100 notes per stacker For 4+1 : minimum 100 notes per stacker For 3+1 : minimum 100 notes per stacker For 2+1 : minimum 100 notes per stacker For 1+1 : minimum 100 notes per stacker		
7	Feeding (Hopper) Capacity with Assisted Feed mechanism For 8+1 : minimum 1000 notes		

S No.	Description	Bidder Remarks	Bank Remarks
	For 7+1 : minimum 1000 notes For 4+1 : minimum 500 notes For 3+1 : minimum 500 notes For 2+1 : minimum 500 notes For 1+1 : minimum 200 notes		
8	Processing Speed For 8+1 : minimum 45000 notes per hour For 7+1 : minimum 40000 notes per hour For 4+1 : minimum 40000 notes per hour For 3+1 : minimum 35000 notes per hour For 2+1 : minimum 32000 notes per hour For 1+1 : minimum 30000 notes per hour		
9	Machine programmable for diverse sorting parameter		
10	Machine should work on any orientation of the notes		
11	First Note recognition		
12	Denomination sorting		
13	Orientation sorting		
14	Facing sorting		
15	Machine must detect and sort suspect/counterfeit note		
16	The feature extraction technology must be image based with dual CIS to enable scanning of notes on both the faces.		
17	Fitness sorting: The machines shall perform the following fitness sorting functions as per criteria and standards laid down in RBI Guidelines on Note Authentication		
	A Soiling		
	B Limpness		
	C Dog-Ears		
	D Tears		
	E Holes		
	F Stains		
	G Graffiti		
	H Crumples/Folds		
	I Decolouration		
	J Repair		
	K Mutilated, Imperfect and Mismatched Notes		
18	Batching Arrangement (Batches of 100 notes)		
19	Capability of up gradation of software to include new security features and new currency notes as and when RBI introduces them.		
20	User interface: machine should have attached printer, display with function, menu keys, external display for count of notes at no extra cost.		
21	Printer interface facility must be provided free of cost		
22	Machine should have LCD graphic mode Digital display of information with value / Nos. of Notes		
23	Machine should be programmable to capture and save serial number of notes.		
24	GENERATION OF REPORTS : The NSMs should be capable of providing following information as per Bank's requirement :		

S No.	Description	Bidder Remarks	Bank Remarks
	i. Denomination wise no. of Bank notes processed/sorted on daily/monthly basis. ii. NSM should be capable/or upgradable for recording and keeping series & Sr. No. of notes processed comprising of front and back side, through machine , series sorting facility and detection of RBI declared fake series automatically iii. Details of users of the NSM iv. Machine to generate various types of reports such as balance report/customer report/operator report/variance report/reject report/jam recovery report/supervisory report		
25	Power Supply requirement : The machine should be capable on running single phase 240 +/- 10 % Volts.		
26	Machine compliant to ISO 27001:2013		
27	NSM capability of connection with local server and centralized monitoring of performance.		

Testing of Machines:

- i. The bidders, whose Technical bids are found to be in order in all respects, will be advised to give a demonstration of the model of the Note Sorting Machine offered to explain the various features listed in the Technical Bid.
- ii. The bidder has to make available the machine for conducting these tests for which no payment will be made. These tests shall be conducted at Pune at a place specified by the Bank at a specified time in the presence of bidder's representative & Bank's officials and for conducting the tests.
- iii. The bidder shall handover the NSM offered to be tested in a standard condition. Once the NSM has been handed over for test, the representative of the bidder shall not be allowed to touch the machines in any manner over the entire period of testing.
- iv. The testing is likely to be continued for minimum 30 hours of operating time spread over 6 days.
- v. The detailed procedure for conducting these tests is given hereunder. Based on the test results, the Bank will shortlist machines which are considered to be suitable.
- vi. The machine will be subject to the following tests:
 - Speed test to check the machine's speed.
 - Authenticity check with reference to the features of genuine notes as disclosed by the RBI to sort suspect notes.
 - Fitness sorting with reference to the fitness parameters laid down by RBI.
 - Consistency test to check the consistency of the machine's performance.
 - Stress test to check the suitability of the machine to work continuously for long hours.
- vii. The bid shall be treated as technically disqualified for any of the following reasons.
 - Machine not able to detect counterfeit note as suspect.
 - Machine fails to achieve minimum speed as stipulated in RFP.
 - Machine not having minimum Feeder/Hooper capacity.
- viii. The decision of the Bank regarding suitability of a machine shall be final and binding on the bidder.
- ix. The price bids of only the successfully qualified bidders whose Technical bids and machines are found acceptable will be opened subsequently on the date that will be conveyed to them.

Test procedures

Machine shall not be disturbed/ tampered during the testing. No mechanic / Service personnel shall be allowed to touch the machine once it has been handed over to the Bank for technical testing.

Authenticity check :

The machines shall check authenticity of notes with reference to the features of genuine notes as disclosed by the Reserve Bank of India from time to time.

Test Procedure: A known number of suspect notes, which do not have one or more of the features of genuine notes and which are otherwise in good condition, shall be mixed with about 2000 notes fit for circulation and shall be processed. The machine should detect all the suspect notes. The test should be repeated with at least two other denominations.

Speed Test:

Test Procedure: A known number (N), not less than 2000, of used Bank notes of a particular denomination containing fit, soiled and reject notes shall be used for testing. The time taken in seconds (T) to process the notes will be noted and speed will be calculated using the formula, Speed (S) in notes per hour = $3600N/T$. The test should be repeated with at least two other denominations. The average speed of all denominations shall be taken as the speed of the machine.

Consistency test

The test is carried out to check the consistency of the machine's performance. The notes used for speed test may be used for this test also.

Test Procedure: A known number of suspect notes, which do not have one or more of the features of genuine notes and which are otherwise in good condition, shall be mixed with about 2000 notes fit for circulation and shall be processed. The machine should detect all the suspect notes.

Stage 1: The notes are processed through the machine and the number of notes in each output stacker (A, B, C etc) shall be noted and kept aside stacker-wise. If the number of notes in any stacker is less than 100, additional notes shall be processed so that there are at least 100 notes in any stacker.

Stage 2: The notes removed from stacker A are then processed through the machine and the total number of notes in all other output stackers (excluding A) shall be noted and expressed as a per cent of the number processed.

Stage 3: Test in stage 2 is repeated and result noted.

Stage 4: The notes removed from stacker B in Stage 1 are then processed through the machine and the total number of notes in all other output stackers (excluding B) shall be noted and expressed as a per cent of the number processed.

Stage 5: Test in stage 4 is repeated and result noted. The procedure is repeated with notes removed from all other stackers in stage 1 and with other denominations. The percentages calculated as above in all the stages shall not be more than 5%.

Fitness sorting

An unfit note is a note that is not suitable for recycling because of its physical condition or belongs to a series that has been phased out by Reserve Bank of India. A note must pass all the fitness parameters laid down by RBI to be considered fit for recycling. Notes with any visual or physical defects are to be sorted as unfit as per the criteria set out in Table 1 of the RBI guidelines.

Test Procedure: For each of the parameter to be checked, at least 10 notes should be selected in such a way that 5 notes have the defect within the permissible limit and 5 notes have the defect more than the permissible limit. For e.g., to check for holes, 5 notes should have a hole less than 10

mm² and 5 notes should have holes more than 10 mm². These selected notes should have no other defect except the defect in the parameter to be tested. These selected notes should then be mixed with at least 500 other notes and processed. The machine should correctly sort the 5 notes with defect more than the permissible limit as unfit. The test should be repeated for other parameters.

Stress Test

This test is conducted to check the suitability of the machine to work continuously for long hours. The test shall be conducted under conditions similar to those that are available in normal branches and currency chests.

Test Procedure: The machine should be put to work continuously for 6 hours daily for 5 consecutive days. The machine may be given rest for 10 minutes after each hour of working. During each hour, the machine should work continuously. Details of stoppages or breakdown, if any, (number of occasions, time, time taken to restart, nature of break down etc.) and other defects or abnormal behavior etc. noticed during the test should be carefully recorded.

Guidelines on Notes Authentication and Fitness Sorting Parameters Note Sorting Machines - Authentication and Fitness Sorting Parameters RBI/2022-23/79 DCM(NPD) No.S488/18.00.14/2022-23 dated 01.07.2022

Introduction

A fit note is a note that is genuine, sufficiently clean to allow its denomination to be readily ascertained and thus suitable for recycling. An unfit note is a note that is not suitable for recycling because of its physical condition or belongs to a series that has been phased out by Reserve Bank of India. All the fitness parameters laid down in this document are to be evaluated individually. A note must pass all the fitness parameters to be considered fit for recycling.

These parameters provide the minimum standards for cash handling machines used by Banks (hereinafter called 'the machines'). Notes can only be recycled / reissued if they are evaluated as genuine and fit according to these parameters. Authenticity check is a prerequisite for fitness sorting. Fitness sorting can be done only in case of genuine notes. The machines shall be able to identify and separate suspected counterfeits and notes which are unfit for circulation in terms of these standards in a reliable and consistent fashion.

The Reserve Bank of India phases out certain series (issue) of notes from circulation from time to time. These notes, though considered legal tender unless otherwise specified, are unfit for recycling. As and when the Reserve Bank of India decides to phase out a specific series (issue) of a specific denomination of notes, the machines shall sort all the phased out notes as unfit, irrespective of their physical condition.

Applicability

These parameters are applicable to machines operated by Banks, either directly by their staff or indirectly by their agents. These machines can be of any of the following:

Machines which check the authenticity and fitness of notes, i.e. note processing machines / note sorting machines, and machines which check only the authenticity of notes, i.e. note authentication machines. All these machines shall classify the individual notes as either genuine or suspect.

Authenticity Check : The machines shall perform authenticity check with reference to the features of genuine notes as disclosed by the Reserve Bank of India from time to time. Any note which is not found to be having all the features of a genuine note shall be classified by the machine as suspect.

Fitness Sorting : As a part of fitness sorting, notes with any visual or physical defects are to be sorted as unfit as per the criteria set out in Table 1.

Sl.No.	Feature	Criteria
1	Soiling	General distribution of dirt across the entire note
2	Limpness	Structural deterioration resulting in a marked lack of stiffness
3	Dog-ears	Corner folds
4	Tears	Lengthwise and crosswise cuts
5	Holes	Holes of a specific diameter
6	Stains	Localised concentration of dirt
7	Graffiti	Deliberate graphic alteration of the note
8	Crumples	Multiple random folds
9	Decolouration	Lack of ink on part or whole of the note, e.g. a washed note
10	Folds	Folds reducing the length or width of the note
11	Repair	Note repaired using adhesive tape/ paper/ glue

- 1. Soiling :** Soiling refers to the general distribution of dirt across the entire note or in some patterns. It is a measure of the loss of reflectivity from the unprinted areas due to dirt, ageing (yellowing), wear and extraneous markings and includes decolouration due to ageing, excessive folding wear and other wearing. Soiling increases, the optical density and decreases the reflectance of the notes. Notes exceeding the soiling levels set out in Table 2 shall be sorted as unfit. Both the obverse and the reverse of the note shall be checked for soiling.

S No.	Denomination	Maximum Density Difference	Minimum Reflectance	Filters
1	Rs. 5	0.07	85%	Yellow
2	Rs.10	0.07	85%	Yellow
3	Rs. 20	0.06	87%	Yellow
4	Rs. 50	0.06	87%	Yellow
5	Rs. 100	0.05	90%	Cyan
6	Rs. 500	0.04	93%	Cyan
7	Rs. 2000	0.03	95%	Cyan

2. Limpness : Limpness relates to structural deterioration or wear resulting in a marked lack of stiffness in the note paper. Notes with a very low stiffness shall be sorted as unfit. Notes with very low stiffness of paper, i.e. with paper which is worn out in circulation or mechanically mutilated shall be sorted out as unfit. Detectors for paper quality shall be adapted to the same level as for soiling.

3. Dog-Ears : Notes with dog-ears with an area of more than 130 mm² and a minimum length of the smaller edge greater than 10 mm shall be sorted as unfit. Chipped notes shall also be sorted as unfit.

4. Tears

Notes exhibiting at least one tear at the edge shall be classified as those having tears. Notes with tears larger than those indicated in Table 3 shall be sorted as unfit.

S No.	Direction	Width	Length
1	Vertical	4 mm	8 mm

2	Horizontal	4 mm	15 mm
3	Diagonal*	4 mm	18 mm

* Measured by drawing a straight line from the peak of the tear to the edge of the note where the tear begins (rectangular projection), rather than measuring the length of the tear itself.

5. Holes

This refers to notes with at least one visible hole. Notes with holes with area exceeding 10 mm² shall be sorted as unfit.

6. Stains

Stains are visible markings which are not part of the feature of a note. Notes shall be detected as unfit if localized - i.e. with limited extension - stain can be recognised on its surface. In case the total area covered by stains exceeds 500 mm², the note shall be sorted as unfit. A note with a single stain covering an area of more than 200 mm² shall be sorted as unfit. Both the obverse and the reverse of the note shall be checked for stains.

7. Graffiti

Graffiti refers to deliberate graphic alteration of the note with for example, figures or letters. Fitness sorting criteria in case of graffiti shall be the same as those for stains. Both the obverse and the reverse of the note shall be checked for graffiti.

8. Crumples/ Folds

Crumpled / folded notes shall be sorted as unfit if the folds result in reduction of the original note in length or width greater than 5 mm.

9. Decolouration : Notes affected by decolouration shall be sorted as unfit if the ink is partially or wholly missing from its surface. Both the obverse and the reverse of the note shall be checked for decolouration.

10. Repair : A repaired note is created by joining parts of the same note together, for example, by using extraneous matter such as tape, paper or glue. Notes with the following types of repairs shall be sorted as unfit:

- Repairs covering an area greater than 100 mm²; or
- Thickness of the extraneous matter 50 µm or more; or
- Width of the extraneous matter 10 mm or more; or
- Length of the extraneous matter 10 mm or more.

Mutilated, Imperfect and Mismatched Notes

A mutilated note is note, of which a portion is missing or which is composed of more than two pieces. An imperfect note is a note, which is wholly or partially, obliterated, shrunk, washed, altered or indecipherable but does not include a mutilated note. A mismatched note is a note, which has been formed by joining a half note of any one note to a half note of another note. Such notes shall be classified as unfit.

Comprehensive Maintenance of Note Sorting Machines:

The offer must include manufacturer's comprehensive maintenance of 05 years after end of defect liability period from the date of satisfactory installation and commissioning of Note Sorting machine. Bidder shall warrant Note Sorting machines against any manufacturing defects during the warranty period.

Availability of Spares: The Bidder shall ensure that spares for the Note Sorting Machines offered should be easily available for at least 6 years from the date of successful installation of the

machine. In case, OEM of the Note Sorting Machine declare end of support during the contract period, it will be bidder's responsibility to provide the spares and maintain the note sorting machine.

The Successful Bidder further represents and warrants that Note Sorting Machines delivered under and in accordance with this Contract shall have no defect, arising from design or from any act, error/defect or omission of the Successful Bidder during the warranty period.

During this period, the bidder shall ensure that the machines shall at all-time be kept in efficient and satisfactory running condition up to 97% uptime by undertaking appropriate preventive maintenance at quarterly intervals by monitoring the performance of the machines.

Warranty will cover each and every part of the machine including consumable. During the warranty period, bidder shall maintain the equipment and repair/replace all the defective parts, regardless of cost factor involved, rectify/remove any defects in material components, workmanship and functioning that may occur under normal use and provide consumables (i.e. Belts, Roller, Wheel etc. including spares) at the installed site, free of cost to the Bank. Any malfunctioning or breakdown of the machine or shortfall in its performance will be intimated to the bidder by the Bank and bidder shall attend to complaints, repairing/replacing parts, providing stand-by machines etc. on the same working day.

Services of the personnel whose contact details are informed in writing to Head Office Lokmangal Pune will only be utilized. Engaging services of any third party (including bidder's subsidiaries, associates, sister concerns etc.) by the bidder for providing maintenance support will not be accepted. The engineers/technicians of the bidder alone shall carry out monthly preventive check-up and maintenance.

The company should have sufficient number of factory trained services engineers, service support centres and adequate stock of spares and consumables at various locations in India to attend to the maintenance and preventive check-up of the machines within the stipulated time period.

Service Level Agreement (SLA) and Penalty

The Bidder will take total responsibility for the fault free operation and maintenance of Note Sorting Machine during the warranty and post warranty (AMC period) for a total duration of 06 years. The bidder will accomplish preventive and breakdown maintenance activities to ensure that the Note Sorting Machine works without defect or interruption of operation and give at least 97% uptime on quarterly basis.

The bidder has to ensure on-site support (without any extra cost) for resolving all hardware equipment related issues, during warranty and AMC period. During the warranty & AMC period, bidder should undertake to provide free maintenance service (which will include repair and maintenance of all systems, kits or parts, spare parts etc as and when required) to the Bank from the date of commissioning of the Note Sorting Machine.

Bidder need to maintain spare parts of Note Sorting Machine during the contract period of 06 years and should maintain the stock of spare parts at their service centres so that bidder can provide the support without much delay.

If the machine cannot be made serviceable either by repair or by replacement and put back the system into regular operation within 2 working days in metros, 3 working days in urban and 5 working days in semi-urban & rural branches, on account of any breakdown due to machine failures/repairs/settings, a similar stand-by machine in good working condition shall be provided at the cost of the bidder failing which a penalty at the rate of Rs. 1,000/- (Rupees One thousand only) per day for the first 10 days and Rs.5000/- (Rupees Five Thousand only) per day beyond 10 days for all categories of NSMs will be imposed and deducted from any payment due to the bidder or from the EMD or by invoking the Performance Guarantee.

In addition to the above, in case of not meeting the SLA terms i.e. minimum 97% uptime on quarterly basis, penalty of 1% of cost of faulty Note Sorting Machine (Inclusive of taxes) will be charged during the warranty and AMC period. The upper cap for the above penalty will be 10% of cost of Note Sorting machine (Inclusive of taxes) during the warranty period and 10% of the AMC value of faulty Note Sorting Machine (Inclusive of taxes) after warranty period.

If the preventive maintenance is not attended, proportionate charges, based on the AMC amount for first year after the defect liability period quoted by the supplier, will be deducted from any payment due to the bidder or from the EMD or by invoking the Performance Guarantee.

Downtimes on account of Bank will be exempted from the downtime penalties.

LIST OF ZONES FOR DELIVERY OF NOTE SORTING MACHINES

S No.	ZONE	NSM TYPE						Grand Total
		1+1	2+1	3+1	4+1	7+1	8+1	
1	AHMEDABAD	50	1			1		52
2	DELHI	39						39
3	CHANDIGARGH	32						32
4	ERNAKULAM	31						31
5	JALGAON	15	6		1			22
6	THANE		16					16
7	NOIDA		15					15
8	INDORE	11			1			12
9	NAVI MUMBAI	10						10
10	JABALPUR	7					1	8
11	SATARA	2	6					8
12	MUMBAI SOUTH	6						6
13	GOA ZONE		4			1		5
14	LATUR				5			5
15	PUNE WEST		5					5
16	KOLHAPUR		3					3
17	PUNE EAST	3						3
18	MALEGAON	2						2
19	AHMEDNAGAR				1			1
20	BHOPAL			1				1
21	CHENNAI						1	1
22	GUWAHATI	1						1
23	HYDERABAD					1		1
24	LUCKNOW					1		1
25	SOLAPUR ZONE		1					1
	TOTAL	209	57	1	8	4	2	281

The details of branches pertaining to respective zones may be downloaded from Bank website.

Matrix for Speed Test of Machines

S No.	Parameters	Maximum Marks	Marks Awarded
1	Authentication & Counting Parameters		
i	Whether Machine has separate user selectable modes for Authentication while Counting & Fitness sorting	1	
ii	Whether Machine indicates the reason for reject note while counting & authentication.	1	

S No.	Parameters	Maximum Marks	Marks Awarded
iii	Whether machine detects counterfeit/ fake Note by processing from all 4 orientations (In case of non – detection, no marks would be awarded)	5	
iv	Whether Machine has feature of capturing dual images (front & back image simultaneously)	1	
v	Whether % of Note rejected is <=5% (excluding counterfeit and mutilated notes)(In case of more than 5% rejection rate, no marks would be awarded)	3	
2	Sorting Parameter(Whether parameter can be set as per choice		
i	Soiling	1	
ii	Limpness	1	
iii	Dog-Ears	1	
iv	Tears	1	
v	Holes	1	
vi	Stains	1	
vii	Graffiti	1	
viii	Crumples	1	
ix	Folds	1	
x	Decolouration	1	
xi	Repair	1	
3	Sorting of Bank Notes as per RBI Clean Note Policy:		
i	Mutilated Notes	1	
ii	Imperfect Notes	1	
iii	Mismatched Notes	1	
iv	Pre -2005 series of Bank Notes	1	
v	Sorting of scribbled Notes	1	
4	Fitness Sorting Process:		
i	Sorting of ATM fit/Fit/Unfit Notes	1	
ii	Whether First note recognition features available	1	
iii	Whether Machine sorts out the other denomination Note in Sorting Machines	1	
iv	Whether Machine rejects tape Note to the reject/unfit pocket in fitness sorting mode	1	
v	Whether Machine rejects non-oriented & non faced Notes to reject pocket in fit mode	1	
vi	Programmable to allow setting and changing limits and tolerance for each of parameters of Sorting Process for every denomination individually	1	
vii	Whether % of variation is less than 5, during resorting of Notes sorted as ATM Fit/Fit/Unfit to check consistency	2	
viii	Whether Machine captures series and serial no. of Notes and make comparison of both serial number of Banknotes a) Reading & Comparison b) Reading	2 1	
5	No of times Machines Broke Down during continuous running:		

S No.	Parameters	Maximum Marks	Marks Awarded
i	Up to 3 times 3	3	
ii	More than 3 to 6 times 2	2	
iii	More than 6 times to 10 times 1	1	
	For more than 10 times zero marks to be given		
6	Structure of the Machine		
i	Feeding (Hopper) Capacity with Assisted Feed mechanism For 8+1 : minimum 1000 notes For 7+1 : minimum 1000 notes For 4+1 : minimum 500 notes For 3+1 : minimum 500 notes For 2+1 : minimum 500 notes For 1+1 : minimum 200 notes	1	
ii	Output Stackers (excluding reject stackers) No. – For 8+1 : 8 minimum 100 notes per stacker For 7+1 : 7 minimum 100 notes per stacker For 4+1 : 4 minimum 100 notes per stacker For 3+1 : 3 minimum 100 notes per stacker For 2+1 : 2 minimum 100 notes per stacker For 1+1 : 1 minimum 100 notes per stacker	1	
iii	Reject Stacker No – minimum 1 with 100 note capacity	1	
7	Speed Test (No. of Notes/Hour)		
i	For 8+1 : >= 40000 to =50000 notes For 7+1 : >= 40000 to =50000 notes For 4+1 : >= 35000 to =45000 notes For 3+1 : >= 35000 to =45000 notes For 2+1 : >= 25000 to =35000 notes For 1+1 : >= 25000 to =35000 notes	1	
ii	For 8+1 : >50000 notes For 7+1 : >50000 notes For 4+1 : >45000 notes For 3+1 : >45000 notes For 2+1 : >35000 notes For 1+1 : >35000 notes	2	

10. INTEGRITY PACT

General: This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of month of ____ 2023, between on one hand, Bank of Maharashtra through authorized official Shri. _____, Deputy General Manager, Corporate Services Department, Bank of Maharashtra 1501, Shivajinagar, Pune (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 (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 "**SUPPLY, INSTALLATION & MAINTENANCE OF NOTE SORTING MACHINES AT VARIOUS BRANCHES OF BANK OF MAHARASHTRA (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 BUYER 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 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 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 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.

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 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.

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

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 **Earnest Money Deposit of Rs. 2,00,00/-** with the BANK through any of the following instruments:

5.1.1. Bank Draft or Pay Order in Favor of **Bank of Maharashtra**

5.1.2. A Confirmed guarantee by an Indian Nationalized Bank, promising payment of 3% contract value 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 BUYER shall be treated as conclusive proof of payment.

5.2. The Earnest Money Deposit shall be valid up to a period of as mentioned in the tender clause 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.

5.3. 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.

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 entitle the Bank to take all or any one of the following actions, wherever required

6.1.1. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

6.1.2. As per Bid securing declaration (in pre-contract stage) violation as above will lead to disqualification from bidding 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.

6.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

6.1.4. 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 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 to the BIDDER from the Buyer in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.

6.1.5. 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.

6.1.6. 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.

6.1.7. 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.

6.1.8. 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.

6.1.9. 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

6.1.10. 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:

1.1. The BANK has appointed Independent Monitors

1. Name : Arun Jha

Designation : Secretary to GOI(National Commission for Scheduled Castes)

Email id : arunjha01@gmail.com

2. Name : Umesh Vasant Dhatrak

Designation : Officer of Public Sector Unit (Rashtriya Chemicals & Fertilizers Unit)

E-Mail id : uvdhatrak@gmail.com

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.

1.2. The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.

1.3. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

1.4. 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.

1.5. The BIDDER(s) accepts that the Monitors 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 subvendors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontract(s) with confidentiality.

1.6. 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.

1.7. 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 an 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

All disputes whatsoever arising between the parties out of or in relation to the construction, meaning and operation of effect of these Tender Documents or breach thereof shall be settled amicably. If however, the parties are not able to solve them amicably within 30 days, the same shall be settled as per the procedure mentioned at ARBITRATION clause of this RFP in accordance with the applicable Indian laws and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of courts at 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. NON Disclosure:

It is hereby agreed that all the parties in this agreement hereby agree as follows: Vendor shall hold all information about this tender and /or information gathered about the Bank through this process in strict confidence with the same degrees of care with which vendor protects its own confidential and proprietary information. Vendor shall restrict disclosure of the information solely to its employees, agents and sub-vendors on a need to know basis and advise those persons of their obligations hereunder with respect to such information. To use the information only as needed for the purpose solely related to this project: Except for the purpose of execution of this project, not disclose or otherwise provide such information or knowingly allow anyone else to disclose or otherwise provide such information. Vendor shall not disclose any information to parties not involved in supply of the products and services forming part of this order and disclose any information to parties not involved in supply of the products and services forming part of this order will be treated as breach of trust and invite legal action. This will also mean termination of the contract and disqualification of the vendor in any future tendering process of the Bank. Any information considered sensitive must be protected by the vendor from unauthorized disclosure or access.

13. Validity:

13.1. The validity of this Integrity Pact shall be from date of its signing and extend up to 2 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.

13.2. 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.

14. The parties hereby sign this Integrity Pact at _____ on _____

BANK
Name of the Officer:
Designation:
Corporate Services Department
Bank of Maharashtra
(Office Seal)
Place _____
Date _____
Witness:
1 _____
(Name & Address) : _____

2 _____
(Name & Address) : _____

BIDDER
Proprietor
(Office Seal)

Witness
: 1 _____
(Name & Address) : _____

2 _____
(Name & Address) : _____

11.BANK GUARANTEE- PAYMENT OF PERFORMANCE SECURITY DEPOSIT

Bank Guarantee No.
Bank Guarantee Amount-
Date-
Claim Amount
Account

THIS GUARANTEE AGREEMENT executed at Pune on this ...day month ofmonth of Two Thousand Twenty One.

BY

..... **Bank**, a body corporate constituted under Banking Corporation (Acquisition and Transfer of Undertakings) Act, 1980, having its Registered Office/ Head Office atand a Branch Office at the(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 – 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),

1.**WHEREAS** Bank of Maharashtra, Shivajinagar, Head Office, Pune and 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 and related tender Documents(**TENDER NO : AX1/CSD/TENDER/31/2022-23** Dated 03.03.2023, general terms and conditions of Contract, Letter of Intent (LOI) and Agreement (hereinafter collectively referred to as "the said documents", with and said VENDOR has accepted the work more particularly described in the bill of quantities to the said documents (hereinafter collectively referred to as "**saidwork**"), 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 "**SUPPLY, INSTALLATION & MAINTENANCE OF NOTE SORTING MACHINES AT VARIOUS BRANCHES OF BANK OF MAHARASHTRA (PAN INDIA)**" (hereinafter referred to as "**The Work Order**"), with, 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 **Rs./- (Rupees)** 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 **Rs./-** 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 or until ../../2023 whichever is earlier.
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 behalf 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 **Rs./(Rupees).**
7. 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.
8. 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.
9. 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.
10. 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 the legal consequence of which may be the discharge of the BANK as guarantor.
11. 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.
12. 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.
13. 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.

14. 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.

15. 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 to the contrary contained herein:

- i. The BANK's liability under this Bank Guarantee shall not exceed **Rs. .../-(Rupees).**
- ii. This BANK Guarantee shall be valid **upto 06 years** i.e. .../.../2029.
- 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 .../.../2029 (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.

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.

12. ARTICLES OF AGREEMENT
(on non judicial stamp paper of value as per latest Maharashtra Stamp Act)
ARTICLES OF AGREEMENT (FORMAT)

Agreement for "SUPPLY & INSTALLATION OF NOTE SORTING MACHINES AT VARIOUS BRANCHES OF BANK OF MAHARASHTRA (PAN INDIA)"

BETWEEN

BANK OF MAHARASHTRA, HEAD OFFICE, LOKMANGAL, SHIVAJINAGAR, 1501, PUNE - 411005

AND

M/S.

DATE OF COMMENCEMENT :

DATE OF EXPIRY :

"THIS AGREEMENT is made & executed at Pune on this ____ day of ____ 2023".

BETWEEN ,Reg. Office:....., a limited company registered under the Company Registration Act with CIN Identification No. and having its Head office at hereinafter called " The Vendor" (which expression shall include the heirs, executors, Administrators, Legal representatives and permitted assigns along with its successors.) of the ONE PART

AND

BANK OF MAHARASHTRA , a body of corporate constituted under banking companies(Acquisition and transfer of undertaking) Act-1970."THE BANK" having its registered office at 1501, 'Lokmanagal' Shivajinagar Pune - 411005 herein after called "THE BANK" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, legal representatives and permitted assigns) of the Other Part.

Whereas the Bank of Maharashtra has floated RFP vide **AX1/CSD/TENDER/31/2022-23** Dated 03.03.2023 hereinafter called as " said tender document" with following details as:

Date of Issue:

Last date of submission:

Date of Pre Bid Meeting:

Date of Opening of Technical Bid:

for the work of "**SUPPLY, INSTALLATION & MAINTENANCE OF NOTE SORTING MACHINES AT VARIOUS BRANCHES OF BANK OF MAHARASHTRA (PAN INDIA)**" , hereinafter called as "said work". In response, among the technically qualified bidders, M/s is qualified as bidder based on acceptance of schedule of prices (your letter. No date) for the said works. The said tender documents are part of this agreement and is attached as Annexure-I.

The bank has approved the contract for "**SUPPLY, INSTALLATION & MAINTENANCE OF NOTE SORTING MACHINES AT VARIOUS BRANCHES OF BANK OF MAHARASHTRA (PAN INDIA)**" at lowest rates (L1) on the terms & conditions mentioned in tender document duly accepted by you.

WHEREAS

The Bank is desirous of availing work for “**SUPPLY, INSTALLATION & MAINTENANCE OF NOTE SORTING MACHINES AT VARIOUS BRANCHES OF BANK OF MAHARASHTRA (PAN INDIA)**” at lowest rate (L1). The Vendor is in the business of executing the similar works and has agreed to execute the said work as required by the Bank mentioned in the said tender document and the same shall be part of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following terms and conditions hereinafter contained: -

Now it is agreed by and between the parties as follows: -

1. THE VENDOR will engage / employ persons having high integrity & good character. THE VENDOR shall ensure that their conduct will be in order and shall not commit any crime or fraud or shall not violate any laws while discharging their duty.
2. THE VENDOR will ensure that its employees will not disclose any information / papers about banks business to any outsider and observe strict confidentiality.
3. If it is revealed that any of its employees are engaged in breach of confidentiality, the bank will have recourse to recover appropriate damages from THE VENDOR besides termination of contract if felt necessary at the discretion of bank.
4. The Total security deposit shall be as under
 - EARNEST MONEY DEPOSIT: **Rs. 2,00,000/- (Rs. Two lakhs only)** to be paid in the form of Demand Draft /E -PBG favoring 'Bank of Maharashtra" payable at Pune. EMD shall be waived off to MSME vendor registered in appropriate category only.
 - **Performance Security Deposit (PSD)** – Successful bidder to whom work is awarded has to submit Performance Security Deposit of **3% of the contract value within 7 days of issue of Work Order**. This performance security deposit shall be converted in Bank guarantee for period of **06 years** ie. till the end of comprehensive maintenance period. The said PSD shall be forfeited as a compensation for any loss resulting from the failure to perform the obligations under the contract or in the event of termination of the contract or in any event, which Bank thinks fit and proper.
5. COMPLETION PERIOD: 45 days from date of award of work.
6. LIQUIDITY DAMAGES: 0.5% OF CONTRACT VALUE PER WEEK DELAY UPTO 5%.
7. **Payment terms:**
 - i. Payment of 100% of machine value (A) within 07 days from submission of work satisfaction letter from Branch/Zone to Head Office.
 - ii. Payment of Annual Maintenance Charges (B) year wise shall be paid after successful completion of each period from individual Zone.
 - iii. The date of installation shall be referred as the benchmark date for any payment to be conveyed.
8. **Brief Scope of Work:**
 - i. Supply & installation of Note Sorting machines in various branches of Bank of Maharashtra.
 - ii. The Note Sorting Machines should comply

- Note Sorting Machines - Authentication and Fitness Sorting Parameters RBI/2022-23/79 DCM(NPD)No.S488/18.00.14/2022-23 dated 01.07.2022 and any other upgradations till end of comprehensive maintenance period.
 - Detection & Impounding of Counterfeit Notes RBI/2022-23/07/DCM (FNVD) G-1/16.01.05/2022-23 Dated 01.04.2022 and any other upgradations till end of comprehensive maintenance period.
- iii. **Comprehensive Maintenance Warranty:** The vendor shall maintain the Note Sorting Machines in good working condition during the **05 Year Comprehensive Maintenance Period** (which would commence after end of 01-year defect liability period) by conducting quarterly & annual maintenance as per detailed scope of work of tender.
- iv. All faulty parts, consumable parts (sensors/limit switches/contacts etc.) having reduced capability as per specification shall be replaced by the vendor at their cost during defect liability & comprehensive maintenance Period & also upgrade the software with patches from time to time free of cost.
9. **Guarantees/warranty:** The Vendor must provide comprehensive guarantee for the system/ equipment/ materials/ supplied against faulty design/ material/ components/ workmanship giving rise to breakdowns/under efficiency/ reworks/ replacements etc for period of **01 years** for defect liability & **05 years of comprehensive maintenance**. Comprehensive onsite warranty should be valid for a period of **06 years** from the end of defect liability period, irrespective of the date of deliveries shall be provided by the vendor. Failure to make-up the breakdowns for during the guarantee period shall automatically attract invocation of the Bank Guarantee.
10. **"Indemnity":**
- i. Bidder/ Vendor 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
 - ii. an act or omission of Bidder/ Vendor, its employees, its agents, in the performance of the services provided by this contract;
 - iii. breach of any of the terms of this tender document, any subsequent agreement or breach of any representation or warranty by Company;
 - iv. Bidder/ Vendor 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;
 - v. Bidder/ Vendor 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, misbehavior or violations of any laws committed by Bidder/ Vendor or its employees/ agents/ persons employed by third parties;
 - vi. This indemnification is only a remedy for the Bank. Bidder/ Vendor 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;"
11. THE VENDOR shall ensure that the Scope of Work & General Minimum Standards, Specification for installation & maintenance of Note sorting Machines the same shall comply the sub part under technical service level guidelines of Tender document.

12.All works shall conform in all respects to high standards of engineering, design and workmanship and shall fulfill the anticipated performance during the expected life of the system.

13.**Safety Violation:** THE VENDOR shall be responsible for the safety of persons employed by him on the works and shall report serious accidents to any of them, however and wherever occurring on the works, to the Employer and Bank who shall make every arrangement to render all possible assistance. This shall be without prejudice to the responsibility of THE VENDOR under the Insurance Clause of the General Conditions. Safety norms shall be followed & THE VENDOR shall be accountable of safety violations.

14.**Termination of Contract:** Continued non-performance and inability to meet the scope of work requirements shall be viewed seriously & the agreement at any time giving fifteen (15) days prior written notice to THE VENDOR, may be terminated by Bank.

"If, THE VENDOR breaches its obligations or terms & conditions under this agreement and if the breach is not cured within 15 days from the date of notice or if the service provider".

- 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 agreement or composition with or for the benefit of its
- v. creditors; or
- vi. passes a resolution for its voluntary winding up or dissolution or if it is dissolved. Force Majeure incident continues more than 30 days the contract may be terminated by the Bank. In view of above circumstances, Bank will terminate the contract under Risk and lost of the vendor.

15. Any liability arising on Bank, shall be deducted from the bill of the Vendor and if the full amount is not recovered then the same shall be recovered from the performance security deposit of THE VENDOR. There would be no liabilities towards the workers of THE VENDOR by the Bank.

16. In the event of THE VENDOR failing to execute the work under contract in whole or in part an alternative arrangement will be made by the Bank at the risk and cost of THE VENDOR besides any suitable fine/ penalty as deemed fit by Bank.

17. THE VENDOR shall personally be responsible for the conduct of his staff and in case of any complaint against any staff; THE VENDOR will be under obligation to change the worker when instructed by representative of HO of Bank of Maharashtra for placing the order.

18. THE VENDOR shall observe all the laws and will be responsible for any prosecution or liability arising from breach of any of those laws. Bank will not hold any responsibility with regard to staff on the role of the vendor what so ever.

19. **Performance Security Deposit (PSD)** – Successful bidder to whom work is awarded has to submit Performance Security Deposit of **3% of the contract value within 7 days of issue of Work Order**. This performance security deposit shall be converted in Bank guarantee for

period of **06 years** ie. till the end of comprehensive maintenance period. The said PSD shall be forfeited as a compensation for any loss resulting from the failure to perform the obligations under the contract or in the event of termination of the contract or in any event, which Bank thinks fit and proper.

20. **Liquidated damages for the delay:** If THE VENDOR fails to complete the task within the time provided in the tender, he shall be liable to pay liquidated damages @ 0.5% of the contract price per week up, to a max. of 5% of contract value.

21. **Applicable Laws & Jurisdiction:** "This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Pune shall have exclusive jurisdiction over matters arising out of or relating to this Agreement".

22. **Severability:** If any of the provisions of this Agreement 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. In the event any court or other government authority shall determine any provisions in this Agreement 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. In the event that any of the provisions of this Agreement 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 Agreement 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 any law for the time being in force, the Parties undertake to, at all times observe and be bound by the spirit of this Agreement.

23. **Non-Disclosure Agreement:** It is hereby agreed that THE VENDOR in this agreement hereby agree as follows.

- i) THE VENDOR shall hold all information about this Agreement as well as tender document and / or information gathered about the Bank through this process in strict confidence with the same degree of care with which THE VENDOR protects its own confidential and proprietary information. THE VENDOR shall restrict disclosure of the information solely to its employees, agents and Sub-vendors on a need to know basis advise those persons of their obligations hereunder with respect to such Information.
- ii) To use the information only as needed for the purpose solely related for the purpose of this Agreement.
- iii) Except for the purpose of execution of this Agreement, not disclose or otherwise provide such information or knowingly allow anyone else to disclose or otherwise provide such information.
- iv) Any information considered sensitive must be protected by THE VENDOR from unauthorized discloser or access.
- v) Any information, Photographs, relating to the tender work must be protected by THE VENDOR from unauthorized disclosure or access.

24. **Conflict of Interest:** Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification. The Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security Deposit, as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- i. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
- ii. where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
- iii. subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this subclause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or (b) a constituent of such Bidder is also a constituent of another Bidder; or
- iv. such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- v. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- vi. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or
- vii. such Bidder or any Associate thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the Project.

25. The Bank shall have the authority to reject full or any part of the Service Providers/THE VENDOR contract, which is not confirming to the specifications and complying terms and conditions of tender document. No payment shall be made for unsatisfactory service(s).

26. The Work should be carried out strictly as per standard operating procedure and as per Tender terms & conditions of the tender document & Bank's guidelines issued from time to time.
27. No payment shall be paid for any substandard quality or faulty materials of Note Sorting Machines etc.
28. The necessary bills for payment shall be submitted directly to Corporate office from where the purchase order is placed.
29. Necessary TDS as applicable will be deducted from the bill. It is requested to sign a duplicate copy of this work order as token of acceptance and return back the same to our office.
30. The Bank reserves the right to cancel the empanelment at any time without assigning any reason, whatsoever.
31. Bank may conduct third party inspection of the goods supplied by you at any point of time, to ascertain technical specifications, at your cost. In case, it is found that they do not conform to the technical specification approved by bank, then your company may be recommended to appropriate authority for blacklisting along with other legal actions as deemed fit.
32. Apart from the above THE VENDOR has to execute a separate Integrity pact as per format provided in said tender document.

IN WITNESS WHEREOF the parties hereto have set their hands on the day and date first hereinabove mentioned.

Signed by

For Bank of Maharashtra.

&

For - M/s.

(Authorized Signatory)

Witness

From Bank of Maharashtra Side

- 1.
- 2.

From THE VENDOR Side

- 1.
- 2.

13. Non Disclosure Agreement

(ON NON JUDICIAL STAMP PAPER OF RS. 500/-)

This CONFIDENTIALITY AGREEMENT (the "Agreement") entered into on this ____ day of 2023, and shall be deemed to have become in full force and effect from _____ (the "Effective Date").

BY and between M/s. _____ a company incorporated under the provisions of the Companies Act, _____ in force in India, having its registered office at _____ (hereinafter referred to as "-----" or "Vendor" which expression shall, unless it be repugnant or contrary to the context or meaning thereof, mean and include its, successors and permitted assigns) of the ONE PART

AND

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), of the OTHER PART:

----- and the Bank shall hereinafter jointly be referred to as "Parties" and individually as a "Party".

In this Agreement, "Affiliate" means any entity which from time to time Controls, is Controlled by or is under common Control with the relevant party or entity, where "Control" means having the ability (including, without limitation, by means of a majority of voting rights or the right to appoint or remove a majority of the board of directors) to control the management and policies of an entity.

W H E R E A S:-

A. Vendor inter-alia is engaged in the business of providing IT related solutions & services to various business entities in India & abroad.

B. Bank has agreed to disclose, transmit, receive, and/or exchange certain "confidential information" to cover the business transaction between parties for the provision of services related to _____ ("the Purpose") as more particularly described in Purchase Order no. _____ dated _____, issued by Bank in favor of M/s. _____.

NOW THIS AGREEMENT WITNESSETH:

1. Interpretation:

In this Agreement "Confidential Information" means all information belonging to a Party that is or has been disclosed to one Party (the "Receiving Party") by the other Party (the "Disclosing Party") in connection with the business transacted/ to be transacted between the Parties. Confidential information shall also include any copy, abstract, extract, sample, note or module thereof. The Receiving Party may use the Confidential Information solely for and in connection with the business transacted/ to be transacted between the Parties.

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes or is in possession of the

Receiving Party, legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed by or for the

Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

2. Confidentiality:

2.1 Except to the extent as agreed herein, the Receiving Party agrees to regard, preserve and keep as secret and confidential all Confidential Information of the Disclosing Party or its clients or any member of their group disclosed under this Agreement. In maintaining confidentiality hereunder the Receiving Party agrees and accepts that it shall not, either on its own account or jointly with or for any other person, firm, company or any other entity, without obtaining the written consent of the disclosing party;

- i) disclose, transmit, reproduce or make available any such Confidential Information to any person firm, company or any other entity other than its directors, partners, advisers, agents or employees, who need to know the same for the purpose of evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose aforesaid; or
- ii) use the Confidential Information for any purpose other than evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose for which it is disclosed; or
- iii) disclose, announce or otherwise publicize the existence of its association with the Disclosing Party or the existence of the project with the Disclosing Party or any other arrangement (existing or possible) between the disclosing party, its clients or itself in connection with any project/assignment; or
- iv) Use any such Confidential Information for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its clients or any member of their group or their projects.

2.2 The Receiving Party also agrees and accepts that it may endeavor:

- i) use at least the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential information of like importance and such degree of care shall be at least that which is reasonably calculated to prevent such inadvertent disclosure;
- ii) keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
- iii) limit access to such Confidential Information to those of its (including its Affiliates') directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information in the manner prescribed in this Agreement; and

- iv) upon discovery of any disclosure or suspected disclosure of Confidential Information, to take reasonable effort to as per the circumstances, to inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information, in whatsoever form, including any and all copies thereof.

3. Return or destruction:

The Receiving Party may, upon completion of the purpose mentioned aforesaid or at any time on receipt of a written demand from the disclosing party:

- i) immediately return all written Confidential Information and all copies thereof provided to, or produced by, it or its advisers, as the case may be, which is in such party's possession or under its custody and control;
- ii) to the extent practicable, but without prejudice to the obligations of confidentiality herein, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the other party;
- iii) so far as it is practicable to do so (but, in any event, without prejudice to the obligations of confidentiality contained in this Agreement), immediately expunge any Confidential Information relating to the Disclosing Party or its clients or any member of their group or their projects from any computer, word processor or other device in its possession or under its custody and control.

4. Permitted disclosure:

The provisions of paragraph 2 shall not restrict any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the other party of such requirement with a view to providing the opportunity for the Provider to contest such disclosure or otherwise to agree the timing and content of such disclosure.

5. Ownership of Information:

Except to the extent as agreed herein, the Confidential Information and copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party or its clients and its disclosure shall not confer on the Receiving Party any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Agreement.

6. No Representation:

Neither the disclosure, transmission receipt or exchange of Confidential Information nor anything else in this Agreement will constitute an offer by or on behalf of the Disclosing Party or be construed as soliciting any business or organization changes or any assurance of any business commitment or an inducement to incur / undertake any obligations not specified herein and neither party will be under any obligation to accept any offer or proposal which may be made by the other or on behalf of such other party.

7. Remedies and Relief:

The parties hereto acknowledge that remedies at law may be inadequate to protect the Disclosing Party or its clients against any actual breach of this Agreement by the Receiving Party, and, without prejudice to any other right and remedies otherwise available to the Disclosing Party or its clients, the Receiving Party agrees that Disclosing Party has a right to seek injunctive relief in its favor upon proof of actual damage and upon establishment of the fact that such actual damage has taken

place due to reasons directly attributable upon the Receiving Party. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or equity. Disclosing Party shall be entitled to recover its cost and fees, including Advocate's fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its cost and expenses including Advocate's fees.

8. No Assignment:

This Agreement shall not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party. This Agreement shall inure to the benefit of and will be binding upon the parties' respective successors and permitted assigns.

9. Severability:

In the event that any of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect by a Court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions contained in this agreement will not be in any way affected or impaired by such a finding.

10. Delay or Waiver:

No delay or failure of either Party in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver or an expectation of non-enforcement of such right or any other rights hereunder. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

11. Notices:

Notices as required by this Agreement shall be sent to the Parties at the addresses mentioned first herein above or such other addresses as the Parties may designate from time to time, and shall be sent by certified or registered mail with acknowledgement due on receipt.

12. Term

This Agreement shall commence from the Effective Date of this Agreement and shall be valid for a period of 5 years there from. Confidentiality obligations under this Agreement shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain, without breach of the agreement.. Either Party may terminate this Agreement for breach, if the defaulting Party fails to rectify the breach within the one month notice period issued by the non-defaulting Party. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

13. Governing Law:

The provisions of this Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts in Mumbai.

14. Indemnity:

The Receiving Party agree to indemnify and hold harmless the Disclosures against all costs, liability, losses and claims incurred by the Disclosing Party as a result of a breach of this Agreement.

15. Modification:

Modification to any of the provisions of this Agreement shall be void unless it is writing and duly executed by Parties.

16. Headings:

The headings given herein above are for ease of reference only and shall not attach or have any effect/ meaning whatsoever contrary to what is stated in the agreement.

17.counterparts:

This Agreement has been signed in duplicate, each of which shall be deemed to be an original. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax shall be sufficient to bind the parties to the terms and conditions of this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES ON THIS ____ DAY OF ____ 2023.

Signed and delivered by Signed and delivered by
M/s _____ Bank of Maharashtra
Signed by: Signed by:
Name Name
Title Title
in the presence of in the presence of
.....

14. Annexure I
DECLARATION BY THE BIDDER

I/We have read and examined the bid document, terms and Conditions of bid and other documents and Rules referred to in the bid and all other contents in the bid documents for the Note sorting Machines

I/We hereby submit bid for (Name of Work-----) within the specified time schedule.

I/We agree to keep the bid open for ninety (90) days from the date of opening of technical bid thereof not to make any modifications in its terms and conditions.

I/We hereby declare that I/We treat the bid documents, and other records connected with the project as secret / confidential documents and shall not communicate information / derived therefrom to any person except to whom, I/We may be authorized to communicate the same or use the information in any manner prejudicial to the interest of the company.

If I/We fail to commence the consultancy specified I/We agree that the said Bank of Maharashtra or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money/Performance Security Deposit and Bank may take necessary action as per terms and conditions of tender as deemed fit

Enclosures:

1. DD/Pay Order NO (as tender fees) :
2. Terms & conditions (each page and Annexure documents are signed & stamped with the seal)
3. Financial Bid. (Signature of Bidder with seal) Name: Address: Date:

NOTE: Submission of all the documents mentioned above along with declaration, is mandatory. Non submission of any of the documents above will render the bid to be rejected. Also, non-adhering of any of the terms and conditions of will render the bid to be rejected.

Date:

Signature of Bidder Stamp

15. Annexure -II

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

UNDERTAKING REGARDING BLACKLISTING/ NON-DEBARMENT

To,
The Deputy General Manager,
Corporate Services Department
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 02 years. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security amount may be forfeited in full and the tender if any to the extent accepted may be cancelled and any necessary action that Bank's deemed to be may be taken against undersigned.

Thanking you,
Yours faithfully,

Signature.....
Name.....
Seal of the organization...

Date.....
Place.....

16. ANNEXURE-III
FORMAT FOR AUTHORIZATION LETTER
(ON ORIGINAL LETTER HEAD OF ORIGINAL EQUIPMENT MANUFACTURER)

The Deputy General Manager,
Corporate Services Department,
Head Office Bank of Maharashtra,
Lokmnagal Pune-5

Dear Sir,

Subject : Authorization letter.

1. In reference to your Tender AX1/CSD/TENDER/31/2022-23 Dated 03.03.2023, we Authorize M/s from our end to take up all scope of works as per the specifications/terms and conditions of the tender.
2. The completed works shall be verified from our end through our internal quality team & recommendation for payment shall be released thereafter.
3. All payments may be conveyed directly to M/s & we shall convey warranty for one year in all respects.

Yours faithfully,

Authorized Official
Seal & Signature

17.ANNEXURE IV: CONFORMITY WITH HARD COPY LETTER

**(Performa of letter to be given by all the Vendors participating in TENDER NO :
AX1/CSD/TENDER/31/2022-23 on their official letterheads.)**

To,

The Deputy General Manager,
Corporate Services Department,
Bank of Maharashtra
Head Office, Lokmangal,
Shivaji Nagar, Pune – 411005

Dear Sir,

Ref: TENDER NO: AX1/CSD/TENDER/31/2022-23 Dated: 03.03.2023

Further to our proposal dated _____, in response to the Tender Document No: RFP# _____, dated _____ issued by Bank of Maharashtra ("**Bank**") we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the Tender Document and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal required to be submitted by us, in all respects.

Yours faithfully,

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

18. ANNEXURE V : FORMAT FOR LOCAL CONTENT

CERTIFICATION FOR LOCAL CONTENT

To,

The Deputy General Manager,
Corporate Services Department,
Bank of Maharashtra
Head Office, Lokmangal,
Shivaji Nagar, Pune – 411005

Dear Sir,

Ref: TENDER NO: AX1/CSD/TENDER/31/2022-23 Dated: 03.03.2023

Bidder Name:

1. This is to certify that proposed _____ (Product details) is having the local content of _____ % as defined in the above-mentioned RFP.
2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BE-II) dated 04th June, 2020. Issued by Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Gol.
3. _____ (Details of Locations where value additions are made)

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

19. ANNEXURE VI : UNDERTAKING BY BIDDER FOR NO LEGAL PROCEEDINGS
(To be submitted by all Bidders' on CA letter head)

Date: _____

To,

The Deputy General Manager,
Corporate Services Department,
Bank of Maharashtra
Head Office, Lokmangal,
Shivaji Nagar, Pune – 411005

Ref: TENDER NO: AX1/CSD/TENDER/31/2022-23 Dated: 03.03.2023

We _____ (bidder name), hereby undertake that-

- As on date of submission of tender, we are not blacklisted by the Central Government / any of the State Governments / PSUs in India or any Financial Institution 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,

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

20. ANNEXURE VII: COMPLIANCE AGREEMENT

We communicate our unconditional acceptance to the following terms and conditions of TENDER NO: AX1/CSD/TENDER/31/2022-23 Dated: 03.03.2023

1. We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the **TENDER NO: AX1/CSD/TENDER/31/2022-23 Dated: 03.03.2023**.
2. We agree that we cannot change Price or Quantity or Quality or Delivery terms or Technology & Service levels (or any other terms that impact the price) post the bid event without prior consent of Bank.
3. We agree that we are deemed to have accepted the all rules 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.
4. We agree not to divulge either our bids or those of other bidders to any other external party.
5. Bank has implemented ISMS framework; hence we agree to abide by the required integrations of security policies of the Bank.
6. 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 all bidders are required to return these documents to Bank upon request.
7. 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.
8. 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.
9. 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 all bidders.
10. Bank has the right to decide to extend, reschedule, cancel the RFP.
11. Please note that BANK may consider debarring a bidder in the event the bidder violates terms and conditions mentioned in this compliance agreement.
12. We have read the BANK technical specifications & drawings for various products in detail & have agreed to comply with Quality, Technology & Service expectations.
13. Product specifications offered in technical bid will remain unchanged. No diversification / substitution of products will be entertained.
14. We confirm that this offer is valid for 180 days from the last date for submission of Tender Documents to the Bank (RFP closing date).
15. Having examined the Tender Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide consultancy in conformity with the said Tender Documents and in accordance with our proposal and the schedule of Prices indicated in the Price Bid and made part of this Tender.
16. We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP DOCUMENT and the related addendums and other documents including the changes made to the original RFP documents issued by the Bank which shall form a valid and binding part of the aforesaid RFP DOCUMENT. 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.

17. If our Bid is accepted, we undertake to complete the assignments within the scheduled timelines

18. We confirm that this offer is valid for 180 days from the last date for submission of Tender Documents to the Bank (RFP closing date).

19. If successful, we are agreed to provide uninterrupted service till project completion.

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

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

21. ANNEXURE VIII: DETAILS OF SERVICE CENTERS

Sl.	Place	Own or Franchise	Postal Address	Contact numbers	Service Facilities available (Describe)	Number of service engineers	Time to report to the location	Address of Web Portal for logging Calls

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

22. Annexure IX: List of documents

The bidder shall submit the minimum following documents on GeM Portal in order as mentioned.

1. Seal Sign of all pages of tender document including all corrigendum issued till tender submission.
2. Certificate of Incorporation.
3. Copy of PAN Card.
4. Copy of GST.
5. Copy of Power of Attorney issued to tender signing authority.
6. CA certificate (Refer Performa 3 Page 15).
7. CA Audited Balance sheets FY 19-20,20-21,21-22.
8. ITR Acknowledgement FY 19-20,20-21,21-22.
9. ITR FY 19-20,20-21,21-22.
10. Details of registered offices at (Delhi/Mumbai/Pune/Chandigarh/Guwahati)
11. All annexure on Bidder/ OEM letter head
12. Work Order/ Satisfaction Letters.



BANK OF MAHARASHTRA
LOKMNAGAL, 1501,
SHIVAJINAGAR, PUNE-411 005.

TENDER NO. AX1/CSD/TENDER/31/22-23

**TENDER FOR SUPPLY, INSTALLATION & MAINTENANCE OF NOTE SORTING
MACHINES AT VARIOUS BRANCHES OF BANK OF MAHARASHTRA (PAN
INDIA)**

NAME OF BIDDER :.....

ADDRESS OF BIDDER :.....

.....

PRICE BID : SUPPLY INSTALLATION & MAINTENANCE OF NOTE SORTING MACHINES AT VARIOUS BRANCHES OF BANK OF MAHARASHTRA (PAN INDIA)

SI No.	WORK DESCRIPTION	UOM	Qty.	Rate per unit	Total Rs.
PART A INSTALLATION OF MACHINES					
	Supply, install, train, commission, maintain and upgrade Note Sorting Machines (NSM) at various branches of Bank of Maharashtra as per the Technical Specifications of the tender. The machines should comply the <ul style="list-style-type: none">Note Sorting Machines - Authentication and Fitness Sorting Parameters RBI/2022-23/79 DCM(NPD)No.S488/18.00.14/2022-23 dated 01.07.2022Detection & Impounding of Counterfeit Notes RBI/2022-23/07/DCM (FNVD) G-1/16.01.05/2022-23 Dated 01.04.2022 and any upgradations till end of comprehensive maintenance period.				
1	Supply & Installation of 1+1 Note Sorting Machine at various branches of Bank of Maharashtra as per the technical specifications of the tender.	Nos.	209		
2	Supply & Installation of 2+1 Note Sorting Machine at various branches of Bank of Maharashtra as per the technical specifications of the tender.	Nos.	57		
3	Supply & Installation of 3+1 Note Sorting Machine at various branches of Bank of Maharashtra as per the technical specifications of the tender.	Nos.	1		
4	Supply & Installation of 4+1 Note Sorting Machine at various branches of Bank of Maharashtra as per the technical specifications of the tender.	Nos.	8		
5	Supply & Installation of 7+1 Note Sorting Machine at various branches of Bank of Maharashtra as per the technical specifications of the tender.	Nos.	4		
6	Supply & Installation of 8+1 Note Sorting Machine at various branches of Bank of Maharashtra as per the technical specifications of the tender.	Nos.	2		
			CGST	9%	
			SGST	9%	
			TOTAL INCL GST (A)		
B Comprehensive Warranty & Maintenance (05 Years)					
	Providing Comprehensive maintenance charges with full responsibility of carrying out repair and supply of required original spare parts to keep the Note Sorting Machine in fully operational condition for a period of 5 years, after expiry of 1 year defect liability Period. (All parts Mechanical/ Electrical & Electronics items including if any additional Manpower/Labour charge/Third party charge etc.) YEAR 1 (1Year free servicing & Warranty period) per machine rate				

PRICE BID : SUPPLY INSTALLATION & MAINTENANCE OF NOTE SORTING MACHINES AT VARIOUS BRANCHES OF BANK OF MAHARASHTRA (PAN INDIA)

SI No.	WORK DESCRIPTION	UOM	Qty.	Rate per unit	Total Rs.
7	For (1+1) Note Sorting Machine Year 2	Nos.	209		
8	For (1+1) Note Sorting Machine Year 3	Nos.	209		
9	For (1+1) Note Sorting Machine Year 4	Nos.	209		
10	For (1+1) Note Sorting Machine Year 5	Nos.	209		
11	For (1+1) Note Sorting Machine Year 6	Nos.	209		
12	For (2+1) Note Sorting Machine Year 2	Nos.	57		
13	For (2+1) Note Sorting Machine Year 3	Nos.	57		
14	For (2+1) Note Sorting Machine Year 4	Nos.	57		
15	For (2+1) Note Sorting Machine Year 5	Nos.	57		
16	For (2+1) Note Sorting Machine Year 6	Nos.	57		
17	For (3+1) Note Sorting Machine Year 2	Nos.	1		
18	For (3+1) Note Sorting Machine Year 3	Nos.	1		
19	For (3+1) Note Sorting Machine Year 4	Nos.	1		
20	For (3+1) Note Sorting Machine Year 5	Nos.	1		
21	For (3+1) Note Sorting Machine Year 6	Nos.	1		
22	For (4+1) Note Sorting Machine Year 2	Nos.	8		
23	For (4+1) Note Sorting Machine Year 3	Nos.	8		
24	For (4+1) Note Sorting Machine Year 4	Nos.	8		
25	For (4+1) Note Sorting Machine Year 5	Nos.	8		
26	For (4+1) Note Sorting Machine Year 6	Nos.	8		
27	For (7+1) Note Sorting Machine Year 2	Nos.	4		
28	For (7+1) Note Sorting Machine Year 3	Nos.	4		
29	For (7+1) Note Sorting Machine Year 4	Nos.	4		
30	For (7+1) Note Sorting Machine Year 5	Nos.	4		
31	For (7+1) Note Sorting Machine Year 6	Nos.	4		
32	For (8+1) Note Sorting Machine Year 2	Nos.	2		
33	For (8+1) Note Sorting Machine Year 3	Nos.	2		
34	For (8+1) Note Sorting Machine Year 4	Nos.	2		
35	For (8+1) Note Sorting Machine Year 5	Nos.	2		
36	For (8+1) Note Sorting Machine Year 6	Nos.	2		
			CGST	9%	
			SGST	9%	
			TOTAL INCL GST (B)		

TOTAL AMOUNT Rs. _____ (excl GST)

TOTAL AMOUNT in words: Rs. _____ (excl GST)

Note: The Price Bid shall cover all clauses of the technical specifications and Detailed Scope of Work of the tender No. AX1/CSD/TENDER/31/2022-23 Dated 03.03.2023.

Declaration by Bidder: I/We M/s..... have read & understood all the terms and conditions of tender, have acquainted to the site conditions and considering aforesaid and prevailing market conditions have quoted rate in price Bids.

Note: The Price Bid shall cover all clauses of the technical specifications and Detailed Scope of Work as per the tender. **Bank may increase or decrease the quantity of NSM depending upon requirement.**

SEAL & SIGN OF BIDDER