

बैंक ऑफ महाराष्ट्र

केंद्रीय कार्यालय

लोकमंगल, 1501, शिवाजीनगर, पुणे



Bank of Maharashtra

Central Office,

Lokmangal, 1501, Shivajinagar, Pune

**Corporate Services Department.**

Phone: (020) 25537215/25532731 Fax: (020) 25512351 Mail : [agmcs@mahabank.co.in](mailto:agmcs@mahabank.co.in)

ENQUIRY No. BOM/CSD/INSU/02/2018-19

Date: -12. 06.2018

**BOM RFP FOR BANKERS INDEMNITY POLICY**

BANK OF MAHARASHTRA Corporate Services Department, Head Office, Lokmangal, 1501, Shivajinagar, Pune 411 005 invites quotations in sealed covers from the General Insurance Companies in India who satisfy pre-qualification criteria set out in this RFP document, for providing various insurance coverage assets owned by the bank as provided in the Annexure I – RFP for Bankers Indemnity policy.

With the existing insurance covers falling due for renewal on 30<sup>th</sup> June 2018, the Bank hereby invites fresh quotations from General Insurance Companies in India. The Insurance cover is to be extended to all branches of Bank under single policy.

**Criteria for qualifying in the Bidding process which is mandatory:**

1. The Bidder must have a valid IRDAI License for procuring general insurance business in India and shall have complied with all the statutory requirements of IRDAI.
2. The Bidder must have a track record of minimum seven years of operations in general insurance business in India as on 31.03.2018, i. e. completed seven years of commencement of business as on 31.03.2018.
3. The Bidder should have minimum solvency of 1.5 as of 31.03.2018.

**Objectives and Scope of Policy:**

<b>MONEY &amp; SECURITIES ON PREMISES</b>	:	Money/Securities lost, destroyed or otherwise made away with by Fire, Riot & Strike, Earthquake, terrorism, Burglary or Housekeeping, Theft, Robbery or hold-up whether by employee of the insured or any other person or persons, whilst such money or securities are in their own premises (including mobile office & ATM) or in the premises of their bankers or in any recognized place of safe deposit within a certain area. Such loss of money or securities lodged or deposited with their issuers or with any person for exchange, conversion or registration is also covered. Each loss in respect of each dishonest or criminal act shall be treated as a separate loss
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<b><u>MONEY &amp; SECURITIES IN TRANSIT</u></b> <b><u>(Perils including Fire, Earthquake and terrorism)</u></b>	:	Loss of money/securities whilst in transit carried by Bank's employees and or under contract of service or outsourced employment. The money/securities be lost, stolen, mislaid, misappropriated or made away with, by negligence or fraud of the employees or otherwise. Each loss in respect of each dishonest or criminal act shall be treated as a separate loss.
<b><u>FORGERY OR ALTERATION</u></b>	:	By reason of the payment made in respect of bogus or fictitious or forged or cheques and /or drafts and or genuine cheques and /or travellers cheques and /or gift cheques and/or drafts and/or fixed deposit receipts (excluding bills of discount and other credit facilities) issued by the insured bearing forged endorsement or providing of any credit to any customer on the faith of such documents whether received over the counter or through the clearing house or by mail. Loss incurred by the bank due to the following: a. Loans granted against deposit of fraudulent/forged/fabricated title deeds or related documents like encumbrance certificates, tax receipts, possession certificates etc. b. Loan granted against fraudulent/forged/fabricated salary certificates, salary deduction undertaking letter/certificates, fabricated ITR returns, fabricated bank statement etc. c. Loans granted against fraudulent/forged/fabricated bill of exchange, bill of lading, invoice and packing list. d. Loans granted against pledge of spurious or inferior quality of gold ornaments Each loss in respect of each dishonest or criminal act shall be treated as a separate loss
<b><u>DISHONESTY</u></b>	:	Loss of money/securities by dishonest or criminal act of its employees, wherever committed. Each loss in respect of each dishonest or criminal act shall be treated as a separate loss
<b><u>HYPOTHECATED GOODS</u></b>	:	Loss due to fraud or dishonesty in respect of goods or commodities pledged or hypothecated to the Bank. Each loss in respect of each dishonest or criminal act shall be treated as a separate loss
<b><u>REGISTERED POSTAL SENDINGS</u></b>	-	By reason of robbery, theft or any other causes not herein expected whilst in direct transit or intended to be dispatched as such between Bank branches/ Head Office/Zonal Offices and Customers. Each loss in respect of each dishonest or criminal act shall be treated as a separate loss.
<b><u>APPRAISERS/ VALUER FRAUDS</u></b>	:	By reason of infidelity or criminal acts of appraisers. Each loss in respect of each dishonest or criminal act shall be treated as a separate loss.

<b><u>COURIER SENDING PARCEL &amp; COVERS</u></b>	:	By reason of robbery, theft or any other causes whilst in direct transit or intended to be dispatched as such between Bank branches/ Head Office/Zonal Offices and Customers. Each loss in respect of each dishonest or criminal act shall be treated as a separate loss
<b><u>Errors &amp; Omission</u></b>	:	Professional indemnity cover to include but not limited to a. Negligent Act/error or omission/ misrepresentation/ misstatement b. Breach of confidentiality c. Defence cost within limit of liability d. Coverage for any sub-contractor/ agent working on behalf of the bank e. Infidelity/negligence/lapses on the part of the employees
<b><u>Add on Covers</u></b>	-	The following terms and condition would also be part of policy. 1. Terrorism/Naxalism Extension 2. Storm, Typhoon, Flood, Inundation, Earthquake, Tsunami, Other AOG Perils and RSMMD Perils 3. 72 Hour clause

**The cover should be applicable to all the below mentioned geographical locations:**

<b><u>Locations</u></b>	<p>Head office Buildings, Godowns (Record and Stationery), Back office cell like Loan processing Cell, Centralised Clearing cell, Internet Banking Cell, Cash Cells, Sub Cash Cells, Depository Cells, Collection Centers, etc.</p> <p>Various branches of bank in India with Onsite ATM's &amp; E Galleries,</p> <p>Opening of new branches / Shifting of existing branches to renovated premises in coming period, Offsite ATM's –, Data Centers &amp; Disastrous Recovery cell, Extension counters.</p> <p>(All Offices &amp; Or Workplaces to be opened during the currency of the policy are to be covered automatically under the policy).</p>
	All Offices & or Workplaces of the Insured on all India basis including
	All Currency Chests / Branches
	Head Office/Corporate Office
	Zonal/Regional Offices
	Branch Offices/Ultra Small Branches
	Extension Counters
	ATM Centers / Cash Deposit, Kiosk / Bunch Note Acceptor (Offsite/Onsite)- Owned and /or Rented and/or outsourced to agencies
	Training Centers
	Residential Building/Flats/Guest Houses Etc.

	In the vaults of out sourced Agencies / Service Providers including overnight @ the Service Provider Vault.
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The coverage should be inclusive of losses arising out of all the below mentioned employees

<b>Employees to be covered</b>	Permanent Employees Probationary and under training employee Staff on Contractual basis Outsources personal working for bank Home Saving Agent
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Insurance cover shall commence from the date of payment of Premium & will be valid for one year.

**Premium quotes should be in Indian Rupees only for total sum assured without adding any cost & in the format provided in Annexure to this RFP. Please furnish a single quote for all the risk coverage.**

Summary of claims admitted by the Insurance Company during last 5 years under the policy as below.

Year	Claims incurred(Count)	Amount Claimed in Lac	Claims Sanctioned	Amount paid in Lac
2013	12	2333.29	0	0
2014	23	1416.01	0	0
2015	29	4778.76	4	69.62
2016	29	11218.65	0	0
2017	11	1547.32	0	0

**For the year 2017-18 Total 56 Claims were lodged but 21 claims have been rejected by the Insurance Company and rest are pending with the Ins. company.**

**General instructions to Insurance Companies participating in the RFP process:**

**1) No Commitment to accept lowest or any offer:**

Bank of Maharashtra shall be under no obligation to accept the lowest or any other offer received in response to this RFP notice and shall be entitled to reject any or all offers including those received late or incomplete offers and also to cancel the entire process, without assigning any reason whatsoever. Bank of Maharashtra reserves the right to make any change in the terms and conditions of offer. Bank of Maharashtra will not be obliged to meet and have discussions with any General Insurance Company, and / or to listen to any representations.

**2) Erasures or Alterations:**

The offer should be neatly typed and no hand-written addition/alterations should be there. Such additions/alterations will make the offer ineligible. Details must be completely filled up. Bank of Maharashtra may treat offers not adhering to these guidelines as unacceptable.

**3) Right to alter Terms and Conditions:**

Bank of Maharashtra reserves the right to alter the terms of offer specified in the RFP document, including the last date for submission of Bids.

**4) Clarifications:**

Clarifications to the RFP may be sought only from Mrs. Anjali Mate, Senior Manager [Corporate Services Department](#) under information to Shri. R. D. Chavan AGM, Corporate Services Department. Last date for seeking clarifications on the RFQ shall be 19th June 2018 & the last

date for issuing clarifications by uploading the same in Bank's website will be 20th June 2018 EOD.

**5) Mode of submission of Bids/Selection process of the bidder**

Sealed envelopes containing the quotes signed by the authorized persons along with documentary proof as per annexure, super-scribed "**Bankers Indemnity Insurance Renewal**", addressed to the Assistant General Manager, Corporate Services Department, Lokmangal, 1501, Shivajinagar, Pune 411 005 should be delivered by hand delivery, courier, post, etc. at the aforesaid address on or before **2.00 p. m. of 22<sup>th</sup> June of 2018**. Bids will be opened by 16.00 Hrs on the same day.

6) Those insurance providers, who want to send their bids through Post/Courier, should take care to send their bids early, so that the envelopes reach the above address before the scheduled time as mentioned above. Bank will not be responsible for any delay on the part of Postal Department or Courier Company in delivering the envelopes with delay, wrong delivery or non-delivery.

7) Any bid received after the scheduled time either through personal delivery or through Post/courier shall be summarily rejected.

8) The cost of preparing and submitting the proposal shall have to be borne by the Insurance Company and the Bank reserves the right to reject any or all of the proposal and/or annul the entire process without assigning any reason what so ever.

9) The Bank shall be under no obligation to accept any offer received in response to this notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. The Bank may abort the entire process at any stage without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for Bank's action.

10) Bank reserves the right to select the next ranked bidder, if after selection the selected bidder withdraws his offer or bank detects wrong or misleading information in the proposal. In case the selected bidder withdraws his offer, Bank reserves right to take such action as it deems fit, including claim of damages against the Bidder.

**11) Bank is taking all normal, prudent security measures to protect its assets. Security personnel is deployed at maximum possible locations. However there s should not be rejection of claim on the ground that each branch shall have round the clock security.**

**12) The excess clause applicable under the policy should not be more than Rs 10000/-**

Annexure I

<u>Numbers of Branches</u>	<u>1846</u>					
<u>Number of Staff</u>	<u>13826</u>					
<u>SECTION</u>	<u>SUM INSURED</u>	<u>RATE</u>	<u>PREMIUM</u>	<u>DEDUCTIBLE S</u>	<u>WARRANTIE S</u>	<u>ADD ON COVERS</u>
Basic Sum (Cash) Insured (Section A to H)	1,00,00,000	-	-	-	-	-
Additional sum (Cash and Gold, jewellery pledged to the Bank) insured on premises	61,00,00,000	-	-	-	-	-
Additional sum (Cash) insured in transit	15,00,00,000	-	-	-	-	-
Staff Loading	1,00,00,000	-	-	-	-	-
Loss of Custodian Key	1,00,000	-	-	-	-	-
	-	-	-	-	-	-

Group Insurance Policy for staff of Bank

Particulars	Value for Insurance in lakh	Type of Risk	Warranties	Rate	Premium
<b>Group Personal Accident Policy Position as of 31.03.2018</b>		Group Insurance Cover			
CMD/ED/Executives 675	Rs. 10.00 each Rs. 6750				
Officers 5744	Rs. 05.00 each Rs. 28720				
Clerks 4533	Rs. 02.00 each Rs. 9066				
Sub-staff(incl PTS) 2874	Rs. 01.50 each Rs. 4311				
	Total Rs. 48847.00 lakh				

Premium Quote for Banker's Indemnity Policy

**Annexure -II**

**Documents of Bidder Insurance Company**

**1. Name of the Insurance Company:**

**2. Communication Address & Contact person details:**

**3. Document to be submitted:**

- Copy of valid IRDAI License
- Document to show having track record of minimum seven years of operations in General insurance Business in India as on 31.03.2018
- Audited Statement or CA certificate to show minimum solvency ratio of 1.5 as of 31.03.2018.

## ANNEXURE III

### PRE CONTRACT INTEGRITY PACT

#### General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of month of \_\_\_\_\_ 2018, between on one hand, Bank of Maharashtra through authorized official Shri. \_\_\_\_\_, General Manager, Resource Planning, Corporate Services & security, Bank of Maharashtra (hereinafter called the "BUYER", 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. \_\_\_\_\_ Chief Executive Officer (herein called the "BIDDER/Seller" which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment's/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency/LLP, constituted in accordance with the relevant law in the matter and the BUYER is a Information Technology 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 BUYER 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 BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form by its officials by following transparent procedures.

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

#### Commitments of the BUYER:

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

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

### **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 BUYER, connected directly or indirectly with bidding process, or to any person organization or third party related to the contract in exchange for any advantages in the bidding, evaluation contracting and implementation of the contract.
  - 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 BUYER that the BIDDER is the original manufacturer/integrator and not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession facilitation or recommendation.
  - 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payments he has made is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
  - 3.7. The BIDDER will not collude with other parties interested in the contract 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 BUYER as part of business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 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 BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956
- 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 BUYER.

#### **4. Previous Transgression**

- 4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

- 5.1. While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_ (*to be specified in RFP*) as Earnest Money Deposit/ Security Deposit, with the BUYER 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 the guaranteed sum to the BUYER 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.
- 5.1.3.** Any other mode or through any other instrument (to be specified in the RFP)
- 5.2. The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4. No interest shall be payable by the BUYER to the BIDDER in Earnest Money/Security Deposit for the period of its currency.

#### **6. Sanctions for Violations:**

- 6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by its or action on its behalf (Whether with or without the knowledge of the BIDDER) shall entitle the BUYER 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. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to 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 BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due 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 BUYER, 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 BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- 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 BUYER.
- 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 BUYER with the BIDDER, the same shall not be opened
- 6.1.10. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanctions for violation of this Pact.

## **7. Fail Clause:**

- 7.1. The Bidder undertakes that it has not supplied / is not supplying similar products/systems or subsystems/ services at a price lower than that offered in the present bid in respect of any other Ministry/department of the Government of India or PSU and if it is found at any stage that similar products/systems or sub systems was supplied by the Bidder to any other Ministry/Department of Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **8. Independent Monitors:**

- 8.1. The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Address of the Monitors to be given).
- 8.2. The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.
- 8.3. The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- 8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6. The BIDDER(s) accepts that the Monitors has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid

interest, unrestricted and unconditional access to his pocket documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontract(s) with confidentiality.

- 8.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8. The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for 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 BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## 10. Law and Place of Jurisdiction

The RFP is governed by law of India and subject to the exclusive jurisdiction of court of Pune.

## 11. Other Legal Actions:

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

## 12. Validity:

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

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

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

BUYER  
Name of the Officer:  
Designation  
Corporate Services Department  
Bank of Maharashtra

(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness:

1 \_\_\_\_\_

(Name & Address) : \_\_\_\_\_

2 \_\_\_\_\_

(Name & Address) : \_\_\_\_\_

BIDDER  
CHIEF EXECUTIVE OFFICER  
(Office Seal)

Witness:

1 \_\_\_\_\_

(Name & Address) : \_\_\_\_\_

2 \_\_\_\_\_

(Name & Address) : \_\_\_\_\_

