

## REQUEST FOR PROPOSAL

## FOR

## SELECTION OF VENDORS FOR END TO END STATIONERY MANAGEMENT (OUTSOURCING MODEL OF STATIONERY MANAGEMENT) IN THE BANK

**CORPORATE SERVICES DEPARTMENT  
HEAD OFFICE , 1501 LOKMANGL,  
SHIVAJINAGAR PUNE - 411005**

**Important Clarifications:**

Following terms are used in the document interchangeably to mean:

1. Bank means 'Bank of Maharashtra'
2. Bidder means the respondent to the RFP document
3. RFP means the Request for Proposal document
4. TAT means Turn around Time.
5. SLA means Service level agreement.

## **SELECTION OF VENDORS FOR END TO END STATIONERY MANAGEMENT (OUTSOURCING MODEL OF STATIONERY MANAGEMENT) IN THE BANK**

**RFP REFERENCE NO. AX1/CSD/STN/04 /2018-19**

**DATED:14/06/2018**

**Bank of Maharashtra,  
Corporate Services  
Head Office, 1501,Lokmangal,  
Shivajinagar, Pune-411005  
Tel.No.020-25614331/283 Fax-25512351**

### **PART 1: INVITATION TO BID**

In order to implement the outsourcing model of stationery management of various branches / offices Pan India, **Bank of Maharashtra** (hereinafter referred to as BOM / the Bank having its **Head Office** at 1501, Lokmangal, Shivajinagar, Pune-411005 proposes to invite Request for Proposal (RFP) tenders from established organizations (hereinafter referred to as "Bidder") who are capable and willing to undertake supplying various types of stationery items, as required by branches and offices of BANK within the given timeline and also provide MIS and complaint & grievance redressal system, in an efficient manner based on a robust IT platform integreable with the IT system of Bank and as per details listed out in this document. The applicant should have the capability to timely deliver stationery items across 2000+ branches / offices of the bank located in all states of the country, including a large number of branches in rural and also in hilly areas apart from having capability to meet scope of work.

The RFP document will be available at Bank's website which could be accessed through web address [www.bankofmaharashtra.in](http://www.bankofmaharashtra.in)

The RFP bid document should be submitted to the office of:

**Assistant General Manager, Corporate Services, Bank of Maharashtra, 1501,  
Lokmangal, Shivajinagar, Pune-411005.**  
Email: [cmcs@mahabank.co.in](mailto:cmcs@mahabank.co.in)

- ⌚ Please note that all the information desired needs to be provided. Incomplete information may lead to non-consideration of the proposal.
- ⌚ All Bids must be accompanied by Earnest Money Deposit as specified in the Bid document.

- ⌚ Bank reserves the right to change/modify the dates/terms & conditions mentioned in this RFP document as per its requirement, which will be communicated to the bidders.
- ⌚ The information provided by the bidders in response to this RFP document will become the property of Bank of Maharashtra and will not be returned. Bank of Maharashtra reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them.

### SCHEDULE OF EVENTS

Particulars		Time / Date / Other Details
Sr. No	3	Clarification to queries
1.		29.06.2018 on website
2.	Date of commencement of Bidding process (Issue of RFP)	15.06.2018
	Last date and time for receipt of written queries/e-mail for clarification	27.06.2018 up to 2.00 PM
4	Pre-Bid meeting Date & Time.	<b>26.06.2018 at 11.00 AM</b>
5	Last Date & Time for Bid submission.	<b>30.06.2018 up to 5.00 PM</b>
6.	Date and Time for opening of Bid	<b>02.07.2018 at 3.00 PM</b> Representatives of Bidders, at their option, may remain present during opening of Bid. However, Bids will be opened even in the absence of any or all of the Bidder's representatives.
7	Place of opening of Bids	<b>Bank of Maharashtra, Corporate Services, Head Office, 1501, Lokmangal, Shivajinagar Pune-411005.</b>
8	Address for communication (Bank)	<b>Assistant General Manager, Corporate Services, Bank of Maharashtra , Head Office, 1501, Lokmangal Shivajinagar, Pune-411005.</b>
9	Bid Fee	Non Refundable fee of Rs.5,000/(Rupees Five Thousand only) per bid submission. Pay Order Demand Draft, drawn in favour of BANK OF MAHARASHTRA , payable at Pune .
10	Earnest Money Deposit	Rs. 5,00,000/-(Rupees Five Lac only) (EMD can be deposited by means of a draft/Pay Order in favour of BANK OF Maharashtra and payable at Pune)
11.	Security Deposit	Successful tenderer/s will have to give Security Deposit of <b>Rs.20,00,000/- (Rupees Twenty lacs only)</b> in the form of Fixed Deposit of <b>Bank of Maharashtra</b> issued by any branch of Bank of Maharashtra for three years bearing applicable interest rate at the time of depositing.



## **PART – 2 DISCLAIMERS**

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form/email by or on behalf of BANK OF MAHARASHTRA, is subject to the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and it is only an invitation by the Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.

The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The issue of this RFP does not imply that the Bank is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

### **PART-3: INSTRUCTIONS FOR BIDDERS (IFB)**

#### **TABLE OF CLAUSES**

<b>Clause No.</b>	<b>Topic</b>	<b>Clause No.</b>	<b>Topic</b>
	<b>A. Introduction</b>		<b>D. Submission of RFP Bids</b>
3.1	Overview	3.18	Sealing and Marking of RFP Bids
3.2	Objectives	3.19	Deadline for Submission of RFP Bids
3.3	Eligibility Criteria	3.20	Late Bids
3.4	Broad Scope of Work	3.21	Modification & Withdrawal of Bids
3.5	Cost of Bidding.		<b>E. Opening and Evaluation of RFP BID</b>
	<b>B. RFP Bidding Documents</b>	3.22	Opening of Technical Bids by the Bank
3.6	Documents constituting the Bid	3.23	Preliminary Evaluation
3.7	Clarification of Bidding Documents	3.24	Technical Evaluation of Bids (Test of responsiveness)
	<b>C. Preparation of RFP Bids</b>	3.25	Evaluation of Price Bids & Finalization
3.8	Language of Bid	3.26	Contacting the Bank
3.9	Documents comprising the Bid	3.27	Award Criteria
3.10	Bid Form	3.28	Bank's Right to Accept Any Bid and to Reject Any or All Bids
3.11	Bid Prices	3.29	Notification of Award
3.12	Revealing Of Prices	3.30	Security Deposit
3.13	Bid Integrity	3.31	Signing of Contract
3.14	Delayed Schedule & Penalty for Delayed Deliveries	3.32	Miscellaneous
3.15	Earnest Money Deposit		
3.16	Period of Validity of RFP Bids		
3.17	Format & Signing of RFP Bid		

## **A. INTRODUCTION**

### **3.1 OVERVIEW:**

BANK OF MAHARASHTRA is having a network of over 1900 + branches and offices spread across PAN India. The Bank offers wide range of products and services to both Corporate and Retail Customers. The Bank also has one of the largest networks of more than 2,000 ATMs spread across geographical locations. Bank also provides services to its customers through alternate channels such as Internet Banking, ATMs, Kiosks and Mobile Banking etc. To expand further reach, Bank is also forging ahead with cutting edge technologies and innovative new banking models and implementing various initiatives.

The bank is now taking the initiative of implementation of alternative model of STATIONERY MANAGEMENT in the bank whereby the bank has now decided to switch from the present in house supply of stationery items to an outsourcing model of stationery management, whereby the selected vendor(s) will be supplying the stationery items to branches/offices of the bank within stipulated timelines as per an online indenting system apart from providing various MIS & support services.

The stationery management in the bank includes both types of stationery i.e. customized as well as non-customized. While the non-customized items include general office supply items of good quality and of standard make which are openly available in the market, the customized items include BANK specific stationery in the form of various registers, forms and vouchers etc. These customized items need to be got printed specifically as per the requirement of the various branches/offices of bank spread over PAN India on the prescribed paper, format, quality, colour and size etc. with particular font and may be bilingual or trilingual depending on the requirement.

### **3.2 OBJECTIVES:**

The objective of this Request For Proposal is to select vendors who are interested and capable of supplying on time, different types of stationery items tentatively mentioned in Annexure 'J', as required by branches and offices of BANK and also provide MIS and complaint & grievance redressal system, in an efficient manner based on a robust IT platform integrable with the IT system of Bank and as per details listed out in this document. **The Vendors have to submit to the bank their documented plan about their Printing, Sourcing, Indenting, Analyzing and Delivery capabilities and mechanism and IT infrastructure which will be integrated/dovetailed with Bank's existing systems satisfying the bank's needs and acceptable to bank.**

The selected vendor should have the **capability to deliver stationery items across 1900+ branches / offices of the bank located in all states of the country, including a large number of branches in rural and also in hilly areas.**



### **3.3 ELIGIBILITY CRITERIA:**

The process is open to all applicants (Incorporated bodies / Partnership Firms) who are capable and interested in meeting bank's objective of implementing new model of stationery management and fulfill the eligibility criteria as given below :-

a) The applicant/business establishment should be more than seven years old and be in the line of business of printing and supply of stationery items directly at least for the last three years ending 31-03-2018.

b) The applicant should have experience of having supplied standardized stationery to minimum of two big organizations of repute preferably in Banking, financial services and insurance having 100 or more offices spread over 3 or more states with requisite logistic arrangement.

c) The applicant should own an existing IT architecture / e-platform having web based online ordering, indenting, supply distribution and monitoring system with provision for detailed MIS as well as a complaint redressal system. They should be able to integrate their platform with that of ours.

d) The applicant must have existing printing arrangements at minimum two locations in two different states either owned and/or tied up preferably with ISO or equivalent certifications. The vendor will submit documents evidencing tie-up arrangements.

e) Applicant should have all the necessary approvals / statutory clearances in place to undertake activities.

f) The applicant should be agreeable to make provision of a dedicated help desk for Bank of Maharashtra . They should also have an operational helpdesk.

g) The applicant should preferably be a profit making organization.

h) The applicant should fulfill following turnover and solvency criteria:

Domestic annual turnover of Rs.20 crore and above on account of printing and supply of stationery during 2016-17 & 2017-18.

Minimum Tangible Net worth of Rs.10 crore as on 31-03-2017 & 31-03-2018

i) The empaneled vendor should have the capabilities to deliver across 1900 plus branches /offices of the Bank located PAN India, including large number of branches in rural areas.

j) The applicant should have capacity to keep stocks for 1 to 3 months requirement at various places for timely supply and cost reduction.

### 3.4 BROAD SCOPE OF WORK:

The selected vendor will be responsible for implementation of end to end stationery management solution in the bank i.e. printing/procurement of all standardized/ non-standardized stationery items in specified formats, quality, specifications and supplying the same within specified TAT to the branches/offices as per online requisition/indenting made through Bank's in house stationery ordering system and/or vendor's system along with generation of MIS and provision of other support services.

a) One or more than one vendor will be selected for Pan India and one or more than one zone(s) will be allotted as per bank's discretion. Various Zones tentatively will cover the branches/offices located in following Zonal Offices:

Zones	Zonal Offices covered
Aurangabad Zone	Aurangabad, Latur, Solapur
Bangalore	Bengalore Chennai, Hyderabad
Bhopal	Bhopal, Indore, Raipur, Jabalpur
Delhi	Delhi, Chandigarh, Lucknow, Jaipur, Kolkata
Kolhapur	Kolhapur, Satara, Goa
Mumbai City	Mumbai City
Nagpur	Nagpur, Amravati, Chandrapur, Akola
Nasik	Naasik, Jalgaon, Ahmednagar
Pune City	Pune City, Pune East
Thane	Thane, Ahmedabad

List of states/UTs covered under various Zones is given in Annexure "F". However, the zone wise classification / details is only tentative and bank reserves the right to change/modify/reallocate the areas as per its requirements and the same cannot be challenged on any ground (like loss of business etc.)

b)Before pan-India roll out of the new system, there may be a pilot roll out in one or two Zones (Mumbai and Ahmedabad ) to enable the Bank to test and refine the new system. **Bank may at its sole discretion, before awarding the contract to a particular vendor, may first allot a Zone to take a view on performance of the vendor to the satisfaction of the bank and in case of unsatisfactory performance, may cancel/reallocate/auction afresh the contract as per its discretion to other shortlisted vendors. Bank may also award the contract zone wise or as per its requirement.**

- c) The contract would be for a period of 3 years from the date of agreement of contract subject to annual/periodical review. The Bank will review the performance of vendors periodically/every 12 months based on the feedback received from operating units and will take suitable decision about continuation or otherwise. Bank reserves the right to cancel the contract based on the above review and to modify/reallocate to the selected vendor of some other zone.
- d) The selected vendor will be required to supply stationery items as per the indents raised by the branches and offices during the period of contract at the contracted rate within the timeline specified as per Annexure "G". Timeline given in Annexure "G" will be adhered for the request of indents received up to 10<sup>th</sup> of that month by the vendor. Any indent after 10<sup>th</sup> of the month will be considered in next month. However in exigency, HO Pune may place indent for any branch/office to be supplied on urgent basis preferably within the said timeline.
- e) Vendor may also be given some other additional area and/or some area/Zones may be removed/ modified purely at the discretion of bank as per its requirement for supply of items at the same contracted rate.
- f) Bank reserves the right to procure item/items from other zone vendor/outside vendor in case of non-performance or as per its requirement. Bank is not bound to procure all the items from the selected vendor.
- g) The list of various items along with tentative consumption in terms of quantity as well as specifications has been given in excel sheet as per Annexure "J". However, the items mentioned are only tentative and this number may further increase or decrease considering language (Single/ bilingual/trilingual) as well as fabrication (Perforation, Folding, Pad Form, booklet, letter form, Centre Pinning, Centre sewing, Centre gluing, Serial Numbering, barcoding, other customized format etc). The vendor may get themselves acquainted with various stationery items at any of our ZSC (Zonal Stationery Cell) with prior permission of Bank. **Bank may amend/delete/add any stationery items at any time as per its requirement.** The price of any modified item will be arrived at as per the changes brought about/ as per the price of similar items and in case of totally new item, its price will be decided as per the nearest matching item/(s) or as per the rate decided/discovered by the Bank's committee for this purpose. The vendors will have to supply at the price so finalized. Bank, at its sole discretion, may decide to conduct fresh auction for a new/modified/existing item among the selected/new vendors and may give the supply order PAN India to a separate vendor.
- h) Vendor will have to execute modifications/deletion/addition if any in existing stationery items promptly. **While the bank will take utmost care, the loss on account of discontinuation/modification of any stationery items cannot be claimed from Bank.**

However, Bank shall make any modifications/deletion/ addition keeping in view of the inventory of Vendor and shall inform the vendor 3 months prior to any modifications/deletion/addition, otherwise the Bank shall have to buyout all such inventory before discontinuation/modification.

- i) Vendor should as per its capability/plan keep stocks of item or may print & supply after receipt of order, however the timelines have to be maintained in any case. Though the Bank will be sharing with selected vendor the consumption pattern available with it, the vendor has to take its own decision about stock keeping. Though a tentative consumption details has been given as per annexure “J” there is no guarantee of any minimum quantity for procurement. Vendors to note that not only the number of item to be supplied but its consumption may vary drastically. Branches/Offices of the Bank will issue multiple purchase orders i.e indent through online system of their stationery requirement.
- j) At times the vendor may be asked to supply stationery (Existing or new) in bulk to large number of branches. Vendor should have the capability & infrastructure to meet the Bank’s urgent requirement without any delay.
- k) The items should be dispatched properly and securely packed and unloaded at the destination branch/offices in undamaged condition. Packing and marking of the consignments should strictly conform to the stipulations provided by the Bank from time to time. The chief objective of any packaging is to provide protection to the material from any transit and storing damage. The packaging should also ensure easy handling of the material in dispatch, storage & unloading. **The items received in damaged condition/damaged packing may not be accepted by the bank. Vendor may have to bear entire cost as per decision of the bank.**
- l) Vendor has to help bank in creating soft copy/artwork of items. It also needs to update/share the repository periodically with the bank. Bank at its sole discretion may appoint either (one or more) of the selected L1,L2 or L3 vendors for standardization/re-engineering of current and all future SKUs based on the technical competency of the selected vendors.
- m) The rate for any new/modified items with different specifications will be arrived at on the basis of existing similar items price or through price discovery. The rate so arrived will be acceptable to the vendors of all the zones. However Bank shall discover the rate for new or modified items of different specifications through methodology by considering the best price discovery practice adhered by the existing Vendors of the Bank.
- n) The selected Vendor will have to integrate their IT infrastructure with bank’s existing systems for online indenting by branches/offices as well as providing various MIS, periodically/as per requirement. **There should be facility for viewing of items at the time of indenting, automatic sms and e-mail generation facility as soon as the vendor IT platform receives any indent from branches/offices and similarly as and when item is dispatched. Also in case of any issue/ grievance, mechanism of sms/e-mail facility should be available. Bank will be sharing in detail with the selected vendors and**

**above is some of the basic/vital IT requirement which the vendor should be possessing/ implementing in this new model of bank's Stationery management. For this suitable integrable software should be available with the vendor.**

**Bank may choose software application of any of the selected vendor(s) for implementation of proposed stationery management solution in the bank. Vendor(s) will have to customise the application to suit the bank requirement. Bank, at its sole discretion may opt for application(s) of individual selected vendor/vendors or may share application of any one particular vendor among all the selected vendors.**

**As the entire new process is based on the backbone of IT infrastructure, the bidder should evaluate their capability in providing such facility before responding to this RFP.**

- o) The delivery/supply mechanism with monitoring and tracking system is to be clearly laid down by the vendor. The information sharing should be on real time basis based on the integration of IT system of vendor with that of Bank.
- p) A dedicated Team and BANK centric Portal as a Single Point of Contact (SPOC) for all issues pertaining to the stationery management and complaint redressal has to be provided. An Escalation Matrix for all issues to be provided to the HO (Stationery Department), Pune or any other department as decided by Bank.
- q) The Bank may at its discretion with prior notice visit , inspect the Printing site, administrative offices and other offices or units of the Vendors as it may deem fit.
- r) Learnings from pilot project will be incorporated in scope of work/SLAs and may include some additional features and requirements as Bank may deem fit which may be stipulated.
- s) The selected vendor is also required to help bank in standardizing the various forms/vouchers/registers for getting the optimum advantage of bulk ordering as well as reduce wastages leading to reduction in cost. Vendors should share with the bank any suggestion/feedback for further improvement.
- t) Supply of Inferior quality/different specifications of items or improper packing/damaged item may be rejected. If inferior quality is found, penalty will be imposed on the entire supply made or the entire lot will be rejected at the discretion of the Bank and at the risk and responsibility and cost of the vendor. Similarly, items received in damaged condition may not be accepted and entire cost may have to be borne by the vendor. Recurrence of such instances may render the vendor to be depanelled/ blacklisted apart from levy of penalty etc. in any disputes as regards quality/quantity of item/ packing material, the decision of the Bank will be final. However the Bank shall inform the Vendor within one week from the receipt of delivery of Supply of Inferior quality/different specifications of items or improper packing/damaged item.

- u) There will be penalty on account of delay in delivery, quality, specifications, grievance redressal, non performance and other service deficiency etc. **Non maintenance of IT platform (regarding dovetailing/integration/maintenance of the system, Indenting, MIS, call centre, grievance redressal etc) as contracted and required to the satisfaction of Bank, may entail shifting of some areas/zones, cancellation of contract, forfeiture of security deposit apart from levy of penalty etc.**
- v) **As this is an end to end stationery process, vendor/s is/are not expected to retreat from their obligation of the contract awarded due to any reason except with the mutual understanding of bank and vendor, after giving sufficient time for changes if any. Bank reserves the right for forfeiture of security deposit, levy of penalty, blacklisting etc. in such events.**
- w) The Bank has given tentative consumption details , item wise in Annexure 'J' of RFP and considering the Bank' size, the requirement of any item will be substantial so the vendors are requested to quote their finest rate. However, at this stage bank shall not be deemed to have committed for any minimum procurement quantity for any item.
- x) Vendor will have to raise the bills with following declarations/enclosures and submit them to the Zonal Office/Head Office, Pune in this regard.

A copy of purchase order.

A copy of transit insurance policy.

A copy of delivery challan.

A copy of proof of dispatch.

Acknowledgement by the branches/offices.

Invoice should be drawn with the break-up of total amount indicating separately Taxes, Freight charges etc. The total cost of any item including taxes (excluding Octroi/Entry tax) should be the same as agreed/finalized by the bank.

Payment (after TDS etc as applicable) will be made online by the branch.

- y) At any point of time, if the Bank comes to know about vendor not having competent of participating in such type/scale of requirement or suppression of any material fact, the vendor will be disqualified from participating in further process or contract will be cancelled. Bank at its sole discretion, may decide to visit the factory/offices of the vendor to verify its competence. In case, in view of bank if the vendor is not capable enough in terms of IT ,Printing, Logistics, support infrastructure etc, bank reserves the right not to allow the vendor from further participating in the process.

### **3.5 COST OF BIDDING:**

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or

outcome of the Bidding process.

## **B. THE BIDDING DOCUMENTS**

### **3.6 Documents constituting the RFP (Request For Proposal)**

- 3.6.1 This RFP document provides overview of the requirements, bidding procedures and contract terms. It includes Invitation to Bid (Part-1), Disclaimers (Part-2), Instructions For Bidders (Part-3), Terms & Conditions of Contract (Part -4) and various annexure. The bidder must conduct its own investigation and analysis regarding any information contained in this RFP document, its meaning and impact of that information.
- 3.6.2 The bidder is expected to examine all instructions, forms, terms and specifications in the RFP Document. Failure to furnish all information required by the RFP Document or to submit a bid not substantially responsive to the RFP Document in every respect will be at the bidder's risk and may result in the rejection of the bid. While BANK has made considerable effort to ensure that accurate information is contained in this RFP and it is supplied solely as guidelines for Bidders. Furthermore, during the RFP process, BANK may disclose in the RFP and through corrigendum/ addenda, available information relevant to the Scope of Work to the extent, detail, and accuracy allowed by prevailing circumstances. Nothing in this RFP or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any addenda.

### **3.7 Clarification / Amendment of RFP Document**

- 3.7.1 If deemed necessary the Bank may seek clarifications on any aspect from the bidder. However that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted.
- 3.7.2 Vendor requiring any clarification of the RFP Document may submit written queries by email on or before 2.00 pm on 27.06.2018 to [bomcocs@mahabank.co.in](mailto:bomcocs@mahabank.co.in) and [cmcs@mahabank.co.in](mailto:cmcs@mahabank.co.in)
- 3.7.3 At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP Document, by amendment/cancellation.
- 3.7.4 Any clarification issued by BANK will be in the form of an addendum/ corrigendum. The same will be made available on bank's website. The amendment will be binding on all bidders. BANK, at its discretion may extend the deadline for submission of bids in order to allow prospective bidders a reasonable time to take the amendment into account.
- 3.7.5 All bidders must ensure that such clarifications / amendments have been considered by them before submitting the bid. Bank will not take responsibility for any omissions by bidder.

## C .PREPARATION OF RFP BID

### 3.8 Language of RFP

3.8.1 The RFP responses (Bid) prepared by the Bidder, as well as all correspondence and documents relating to the RFP exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English

### 3.9 Documents Comprising the RFP Bid

3.9.1 The bids shall be submitted in two separate sealed envelopes, one containing Technical Bid and other Financial Bid, both to be submitted together in one big envelope. All details with the relevant information / documents / acceptance of all terms and conditions strictly as described in this RFP will have to be submitted. **Financial Bids of only those bidders will be opened whose Technical Bids are accepted by the Bank.**

3.9.2 Vendor must provide individual and factual replies to specific questions asked in the RFP.

3.9.3.a Bidder should submit **Technical bid** as per Annexure “B”, “C”, “D” & “H” and as per point nos.-A-3.3 and E-3.24 of the RFP document. Documents comprising the **“Technical Bid”** envelop should contain following:

- i) Bidder Covering Letter as per **Annexure “B”** duly signed by the authorized representative of the Bidder.
- ii) A copy of Board resolution or power of attorney showing that the signatory has been duly authorized to bid, to sign the tender document and make commitments on behalf of the vendor.
- iii) Bidders information as per **Annexure “C”** on bidder’s letter head duly signed.
- iv) Responses and related information to all points of the Questionnaire as per **Annexure “D”** duly signed.
- v) Earnest Money Deposit (DD/BC) of Rs 5,00,000/-as specified in this document (EMD).
- vi) Non Refundable Bid Fee of Rs 5,000/-by way of Draft/Pay order favouring BANK OF MAHARASHTRA payable at PUNE . (**Annexure “H”**)
- vii) Audited balance sheets and profit and loss account statement for last 3 years. i.e. 2014-15, 2015-16, 2016-17.
- viii) A copy of the full RFP document duly stamped and signed on every page in token of acceptance of all terms and conditions.

3.9.3. b **Scheme of Awarding of Marks:-**



### EVALUATION CHART

SL. NO.	PARAMETERS	Total Number	MAXIMUM MARKS	Evidence to be submitted
1.	Stationery print revenue for supply of items to Bank's during each of last year	100 Cr & above	10	Auditor's Certificate
		50Cr < 100 Cr	6	
		Up to 50 Cr	3	
2.	Net Worth – 2017 -18	100 Cr & above	10	Auditor's Certificate
		50Cr < 100 Cr	6	
		Up to 50 Cr	3	
3.	Serving Print Management solutions in Banking, Financial Services & Insurance having more than 100 offices	More than two Organizations	10	Certificate from Organization
		Two Organization	5	
4.	Print facilities in all Zones – North, South, East , West (Offset printing of stationery)	4	10	Factory or establishment certification for all locations
		3	6	
		Less than 3	3	
5.	Number of branches to whom stationery delivered directly from owned printing premises	Above 2000 branches	10	Certificate from customer with total number of branches serviced
		Above 1000 upto 2000 branches	6	
		Less than 1000 branches	3	
6.	Own stationery indent and fulfillment software already operational globally	Yes	15	Certificate from existing customer where software is installed

7.	Helpdesk support already operational	Yes	10	Certificate from existing customer where Helpdesk facility is operational
8.	Certifications	IBA	5	Copies of Valid Certificates
		ISMS ( ISO 27001)	5	
		ISO 9000	5	
9.	Leadership team - Number of personnel with printing experience more than 10 years	More than 5	10	Auditor's Certificate
	Maximum Marks		100	

**The bidders scoring zero marks at Serial No. 3, 6 & 7 of the scheme of awarding marks shall be technically disqualified.**

- 3.9.4 Bidder should also submit **Financial bid** as per Annexure “E” of the RFP document. **Financial bid should comprise of duly signed copy of Annexure “E” and Annexure “J”.** Hard copy of financial bid should be a complete document and placed in a sealed envelope super-scribed as **“FINANCIAL BID”**.
- 3.9.5 The RFP bids should be submitted in one big non window-envelope containing 2 separate non-window envelopes one for Technical Bid and other for Financial Bid. These two sealed envelopes should be placed in a single sealed envelope super-scribed as **“RFP Bid For Stationery Project Management”**.
- 3.9.6 Any bid not containing above or not found responsive may be rejected.

### **3.10 Bid Form**

- 3.10.1 The Bidder shall complete both the Envelopes of the Bid Form furnished in the Bidding Document separately and submit them simultaneously to the Bank. **Bids are liable to be rejected if only one (i.e. Technical Bid or Financial Bid) is received.**

### **3.11 Bid Prices**

- 3.11.1 The prices should be specified only in “Financial Bid” and must not be specified at any other place in the RFP document. Prices are to be quoted in Indian Rupees only. Quotations for items should represent landed cost excluding transport cost i.e. the price should be inclusive of the cost of all materials, labour, all taxes / levies / duties, packing

as per requirement, transit insurance and unloading at delivery location (No sales tax exemption form will be given by BANK). Octroi charges and Entry Tax wherever applicable will be borne by the Bank. All taxes/levies/duties etc other than Octroi/Entry Tax will be borne by the vendor.

- 3.11.2 Prices quoted by the Bidder (L1 through process) shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

### **3.12 Revealing of Prices:**

The rates and/ or prices in any form or for any reasons should not be disclosed in other parts of the bid except in the financial bid, failure to do so make the bid liable to be rejected.

### **3.13 Bid Integrity**

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that Bank may take. All the submission, including any accompanying documents, will become property of BANK. The bidders shall be deemed to license, and grant all rights to BANK, to reproduce the whole or any portion of their solution for the purpose of evaluation, to disclose the contents of submission to other bidders and to disclose and/ or use the contents of submission as the basis for RFP process.

### **3.14 Delivery Schedule & Penalty for Delayed Deliveries**

- 3.14.1 Delivery of any item as per indent should be supplied within given timelines as mentioned in Annexure "G" from date of placing of order.
- 3.14.2 In case of delay/non supply of items within given timelines , a penalty of 1 percent of the total consideration (related purchase order/ related item value) for each day's delay, subject to maximum amount of ten (10) percent of the total consideration (related purchase order/ related item value) may be charged to vendor.
- 3.14.3 This amount of penalty so calculated shall be deducted at the time of making payment for the relevant purchase order or as decided by the bank.
- 3.14.4 The Bank also reserves the right to shift some areas/zones/orders to some other vendor or altogether cancel the contract and/or forfeit the security deposit apart from levying penalty. In the event of such cancellation, the vendor is not entitled to any compensation. **PLEASE NOTE THE DELIVERY SCHEDULE SHALL BE FOLLOWED STRICTLY AS STIPULATED. ANY DELAY SHALL BE VIEWED SERIOUSLY AND PENALTIES WILL BE LEVIED.**

### **3.15 Earnest Money Deposit (EMD)**

- 3.15.1 The Bidder shall furnish, as part of its Bid, an EMD of Rs. 5,00,000/-(Rupees Five Lac only).
- 3.15.2 The EMD is required to protect the Bank against the risk of Bidder's conduct, which would warrant the EMD's forfeiture. EMD may be forfeited in the event of withdrawal of bid during the period of bid validity or if successful bidder fails to sign the contract in accordance with the terms & conditions and other requirements specified in RFP or any act of bidder not in line with contract obligations.
- 3.15.3 The EMD shall be denominated in Indian Rupees and shall be in the form of a Demand Draft/Pay Order issued by a Scheduled Commercial Bank in India, drawn in favour of BANK OF MAHARASHTRA payable at PUNE.
- 3.15.4 Any bid not accompanied with the requisite EMD shall be treated as nonresponsive and is liable to be rejected.**
- 3.15.5 No interest is payable on the amount of EMD.
- 3.15.6 The EMD of the unsuccessful Bidders shall be returned after notification of award.
- 3.15.7 The successful Bidder's EMD will be discharged upon the Bidder signing the contract and submitting the Security Deposit of Rs. 2000000/- (Rupees Twenty Lacs only) by way of Fixed Deposit issued by Bank of Maharashtra and valid for a period of 3 years from the date of finalization of Contract.
- 3.15.8 If EMD is forfeited for any reason, the concerned bidder will be debarred from further participation in future RFPs floated by the Bank as per sole discretion of the Bank.

### **3.16 Period of Validity of Bids**

- 3.16.1 Bid shall remain valid for the period of 180 days from the date of opening of bid. A bid valid for shorter period is liable to be rejected.
- 3.16.2 The Bank may, at its discretion, solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. However any extension of validity of bids will not entitle the bidder to revise/ modify the bid document. The EMD provided shall also be suitably extended.
- 3.16.3 The Bank reserves the right to call for fresh quotes any time during the validity period, if considered necessary.

### **3.17 Format and Signing of RFP Bid**

- 3.17.1 The bidder should prepare submission as per this RFP, Technical Bid and Financial Bid and other requested information.
- 3.17.2 RFP bid should be submitted as mentioned in clause 3.9.
- 3.17.3 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids.

3.17.4 Any inter-lineation, erasures or overwriting shall be valid only if they are initialled by the person signing the Bids. The Bank reserves the right to reject bids not conforming to above.

3.17.5 Bidders responding to this RFP shall submit covering letter included with the bid and compliance certification statement required for submission of a proposal.

#### **D. SUBMISSION OF RFP BIDS**

##### **3.18 Sealing and Marking of Bids**

3.18.1 The Bidders' shall seal the Non Window envelopes containing one copy of "Technical Bid" and one copy of "Financial Bid" separately and the two Non-Window envelopes shall be enclosed and sealed in an outer Non-Window envelope superscribed as "RFP Bid For Stationery Project Management".

3.18.2 All the envelopes should be addressed to "The Assistant General Manager, Bank of Maharashtra, Corporate Services, Head Office , Pune -411005. and should also contain the name, address and contact number of vendor.

3.18.3 If the envelope is not sealed and marked, the Bank will assume no responsibility for the bid's misplacement or its premature opening.

##### **3.19 Deadline for Submission of RFP Bids**

3.19.1 Bids must be received by the Bank at the address specified, no later than the date & time specified in the "Schedule of Events" in Invitation to Bid.

3.19.2 In the event of the specified date for submission of bids being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.

3.19.3 The Bank may, at its discretion, extend the deadline for submission of bids by amending the bid documents, in which case, all rights and obligations of the Bank and bidders previously subject to the deadline will thereafter be subject to the extended deadline.

##### **3.20 Late Bids**

3.20.1 Any Bid received after the deadline for submission of Bids prescribed will be rejected and returned unopened to the bidder.

##### **3.21 Modification and Withdrawal of Bids**

3.21.1 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.

3.21.2 No Bid may be modified after the deadline for submission of Bids.

3.21.3 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity. Withdrawal of a Bid during this interval

may result in the Bidder's forfeiture of its EMD.

## **E. OPENING AND EVALUATION OF RFP BIDS**

### **3.22 Opening of Bid by the Bank**

3.22.1 All the Bids will be opened at the date, time & locations mentioned under the clause in the "Schedule of Events" in Invitation to Bid. The bids will be opened in the presence of representatives of the bidders who choose to attend.

### **3.23 Preliminary Examination**

3.23.1 The bids will be examined by the Bank to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order and whether required bid fee and security (EMD) has been furnished. A bid determined as not substantially responsive will be rejected. The Bank may, at its discretion waive any minor non conformity or irregularity in a bid which does not constitute a material deviation.

3.23.2 During evaluation and comparison of bids, the Bank may, at its discretion ask the bidders for clarification of their bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

3.23.3 Any effort on the part of bidder to influence bid evaluation process or award of contract may result in the rejection of the bid.

### **3.24 Test of Responsiveness (Technical Evaluation of Bids)**

3.24.1 Prior to evaluation of Bids, the Bank shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive only if:

- i. It is received by the due date of submission including any extension thereof pursuant to Clause 3.7.
- ii. It is accompanied by bidder covering letter in the format at Annexure "B" duly signed by the authorized representative of bidder.
- iii. It is accompanied by board resolution/power of attorney as specified in clause 3.9.4.
- iv. It is accompanied by bidder's information as per Annexure "C" on bidder's letter head
- v. It is accompanied by responses & related information to the Questionnaire as per Annexure "D".
- vi. It is accompanied by the earnest money deposit of Rs. 5.00 lac by way of Draft/Pay Order favouring BANK OF MAHARASHTRA as specified in Clause 3.15. (Annexure H)
- vii. It is accompanied by non-refundable bid fee of Rs 5,000/- by way of Draft/Pay order favouring BANK OF MAHARASHTRA . (Annexure H)
- viii. It is accompanied by Audited Balance sheets and profit and loss account

for the last three years.

- ix. It is accompanied by a copy of the full RFP document duly stamped and signed on every page in token of acceptance of all terms and conditions.
- x. It contains all the information (complete in all respects) as requested in this RFP (in formats same as those specified)
- xi. It does not contain any condition or qualification.
- xii. It is not non-responsive in terms hereof.

3.24.2 Any bid received in a format other than the prescribed format shall be considered to be non-responsive.

3.24.3 The Bank reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Bank in respect of such Bid.

### **3.25 Evaluation of Price Bids and Finalization/ Financial Evaluation**

**3.25.1 Financial Bids of only those bidders will be opened whose Technical Bids are accepted by the Bank.**

3.25.2 The format for quoting financial bid is set out in Annexure E. Only those Bidders whose bids are qualified, would be shortlisted for financial evaluation

3.25.3 The lowest bidder will be declared as L-1, L-2 & L-3.

3.25.4 The bank reserves the right to opt for manual negotiation.

### **3.26 Contacting the Bank**

3.26.1 No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Price Bid to the time the Contract is awarded.

3.26.2 Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

### **3.27 Award Criteria**

3.27.1 The Bank will award the Contract to the successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined the lowest evaluated Bid by Tender Process Committee at HO Pune.

3.27.2 The approx. quantity mentioned is only tentative. Bank does not guarantee procurement of any minimum quantity of various items. Further, the items may be added/modified/deleted and the given list is only tentative. For the same item, there may be further variations based on language.

3.27.3 The vendor will be selected as L1, L2, L3 based on the lowest of total of two prices i.e. total of stationery items, and transportation cost (multiplied by factor of 20, 00,000). The L1, [L2 & L3- (at the discretion of Bank)] vendor will be given the pilot project. The Bank reserves the right to distribute the job to more than one vendor at L-1 rates as per the

requirement of the Bank. The Bank will be within its right to distribute/ split the work order among L1, L2 and L3 vendors under the above tender, if considered necessary in the interest of the Bank provided L-2 and L-3 vendors match the rates offered by L-1. The distribution of work in L1 & L2 shall be in the ratio of 60:40 and in L1, L2 and L3 it will be in the ratio of 50:30:20.

3.27.4 The **L1 price finalized after process will be valid for three years** from the date of executing the SLA subject to periodical/annual review by Bank for continuation or otherwise. Branches/Offices of the Bank will issue multiple purchase orders i.e. indent through online system of their stationery requirement.

3.27.5 The Bank reserves the right to cancel/modify/change the existing contract/ call for fresh quotes for all/some item any time during the validity period, if considered necessary. The bank may at its discretion procure the stocks kept with the vendor before cancellation.

### **3.28 Bank's right to accept any bid and to reject any or all bids**

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action. Bank may at its sole discretion, if it notices that any vendor is not capable of or not having the required facilities as well as understanding of new process of model, may cancel the bid response of concerned vendor. The bid fee may/may not be returned to the vendor and decision will rest with the bank.

### **3.29 Notification of Award**

3.29.1 Prior to expiration of the period of bid validity, the Bank will notify the successful bidder/bidders in writing or by e-mail, that his bid has been accepted.

3.29.2 The notification of award will constitute the formation of the Contract. The selected Bidder should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within 7 days of receipt of the communication. The selected vendor will have to enter into detailed contract agreement (Service Level Agreement -SLA) terms of which is tentatively mentioned in "Part-IV Terms & Conditions" along with letter of acceptance, NDA (Non Disclosure Agreement), Security Deposit (SD) and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the RFP. The bank may modify/relax/add some more terms and conditions in the contract agreements. The learning from pilot project will also be incorporated in the SLA.

3.29.3 Upon notification of award to the successful bidders, the Bank will notify unsuccessful Bidder and will discharge/return their EMD.



### **3.30 Security Deposit (SD):**

In addition to the Earnest Money Deposit mentioned in this tender notice, Bank has decided to obtain Security Deposit of **Rs.20,00,000/- (Rupees Twenty lacs only)** from the successful tenderer/s who will be awarded printing work. The said deposit would be taken in the form of Fixed Deposit issued by Bank of Maharashtra for three years bearing applicable interest rate at the time of depositing. Purchase Orders will be released only after receipt of the Security Deposit.

The earnest money deposited with the bank shall be returned after the execution of necessary Agreement and document and security deposit of **Rs.20,00,000/-(Rupees Twenty lacs only)** or it can be adjusted in preparing Security deposit.

**The Security Deposit with the bank shall be returned only after the successful completion of the period of contract & in case of any loss to the bank due to non compliance of the terms & condition as agreed between the parties, the SD shall be liable to be forfeited straight away.**

### **3.31 Signing of Contract:**

3.31.1 In the absence of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder, if advised by the bank.

3.31.2 Failure of the successful Bidder to comply with the requirement of Clause 3.29.2 and / or 3.30 shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

3.31.3 The Bank reserves the right either to forfeit the EMD/Security Deposit or to cancel the contract if the Bidder fails to meet the terms of this RFP or contracts entered into with them.

### **3.32 MISCELLANEOUS**

**Notwithstanding anything said above, the Bank reserves the right to reject the contract or cancel the entire process without assigning reasons thereto.**

## **PART -4. TERMS AND CONDITIONS (TCC)**

**4.1 Definitions:** In this Contract, the following terms shall be interpreted as indicated unless inconsistent with the subject matter or context:

4.1.1 "The Bank" Bank/BANK OF MAHARASHTRA-Reference to the "the Bank", "Bank" and "Purchaser" shall be determined in context and may mean without limitation "BANK OF MAHARASHTRA".

4.1.2 Bidder/ Vendor/Supplier – An eligible entity/firm submitting a Proposal/Bid in response to this RFP.

4.1.3 Proposal/ Bid – the Bidder's written reply or submission in response to this RFP.

- 4.1.4 RFP – the request for proposal (this document) in its entirety, inclusive of any addenda that may be issued by the Bank.
- 4.1.5 “The Contract” or “The agreement” means the agreement to be entered into between the Bank and the Vendor, including all attachments and appendices thereto and all documents incorporated by reference therein. **This Agreement will be valid for three years.**
- 4.1.6 Successful Bidder/vendor whose bid is found to be qualified and whose price as per the financial bid is the lowest (L1 vendor; Also L2 & L3 vendor agreeable at L1 Rate ) and to whom notification of award has been given by Bank.
- 4.1.7 “The Project” means stationery management process wherein the selected vendors will be responsible for implementation of end to end stationery management solution in the bank i.e. printing/procurement of all the stationery items in specified formats and supplying the same within specified TAT to the branches/offices as per online requisition/indenting made through software applications apart from generating MIS and support services.
- 4.1.8 **Pre contract Integrity Pact should be executed. (As per annexure – K)**
- 4.1.9 **This tender document is not transferable. Only the bidder, who purchased this tender is entitled to quote.**
- 4.1.10 **Others:**
- a) Language of Bid: All bids and supporting documentation shall be submitted in English.
  - b) BANK reserves the right to accept or reject any or all Bids without assigning any reason thereof and Bank’s decision in this regard will be treated as final. Bids may be accepted or rejected in total or any part or items thereof. No contractual whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of the Bank and the Bidder. However, until a formal contract is prepared and executed, this offer together with Bank’s written acceptance & notification of award shall constitute a binding contract with the vendor.
  - c) Any Bid not containing sufficient information, in view of BANK OF MAHARASHTRA to permit a thorough analysis may be rejected.
  - d) The Bank shall have the right to reject the bids not submitted in the prescribed format or incomplete in any manner.
  - e) BANK OF MAHARASHTRA is not responsible for non-receipt of bids within the specified date and time due to any reason including postal delays or holidays.
  - f) The Bank also reserves the right to alter/ modify any/ some/ all of the requirements, as it may deem necessary, and notify the same through email/letter/fax before the last date for submission of response under this RFP. The Bidders should be agreeable for the same.
  - g) Bids not conforming to the requirements of the RFP may not be considered by BANK. However, BANK reserves the right, at any time, to waive any of the requirements of the RFP, if in the sole discretion of BANK, the best interest of BANK be served by such waiver.
  - h) Bidder understands that the items and consumption details thereof mentioned in the **Annexure “J”** is only tentative **and the number of items to be supplied & its consumption may also vary drastically.**

- i) BANK shall have the right to cancel the RFP process at any time prior to award of contract, without thereby incurring any liabilities to the affected Bidder(s). Reasons for cancellation, as determined by BANK in its sole discretion include but are not limited to, the following:
- (i) Project contemplated is no longer required or has undergone major changes.
  - (ii) Scope of work were not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments
  - (iii) Proposed prices are unacceptable to the project
  - (iv) The Project is not in the best interest of BANK
  - (v) Any other reason
- j) BANK reserves the right to verify the validity of bid information and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of RFP or even after award of contract.
- k) BANK reserves the right to re-negotiate the prices in the event of changes in the market conditions and/or technology etc
- l) Bank reserves the right to appoint a consultant at any stage during bidding process.
- m) During the term of agreement, bidder will not hire or retain, either as an employee or consultant any employee of Bank. During the contract period, the Bank reserves the right to appoint any person selected through normal recruitment process followed by the bank.
- n) All pages of RFP should be stamped and signed by Authorized Signatory of the Bidder.
- o) Vendor should carry out promptly any change request necessitated by the Bank
- p) Bank may choose to take an undertaking from employees of vendor to maintain the confidentiality of the Bank's information/documents etc. Bank may seek details / confirmation on background verification of Vendor's employees worked/working on Bank's project as may have been undertaken / executed by the Vendor. Vendor should be agreeable for any such undertaking/verification.
- q) In case of a difference of opinion on the part of the Bidder in comprehending and/or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by the Bank shall be binding and final on the Bidder.

## **4.2 Use of Contract Documents and Information**

4.2.1 The Vendor shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Vendor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2.2 The Vendor will treat all data and information about the Bank, obtained

in the execution of his responsibilities, strictly confidential and will not reveal such information to any other party without the prior written approval of the Bank.

4.2.3 The Vendor shall not, without the Bank's prior written consent, make use of any document or information except for purposes of performing the Contract.

4.2.4 Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Vendor's performance under the Contract, if so required by the Bank.

#### **4.3 Patent Rights**

4.3.1 In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods/software/application 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 to claimant 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. The Vendor shall indemnify the Bank against all third party claims.

#### **4.4 Inspection and Quality Control Tests & Audit**

4.4.1 The Bank reserves the right to carry out factory / godown/warehouse inspection by a team of Bank officials or demand a demonstration of the stationery management application/solution proposed on a representative model in Bidder's office apart from testing its printing capabilities.

4.4.2 The Bank may, at its discretion inspect, test regularly/at irregular intervals the products after/before delivery of the same to the Bank and where necessary may reject the products which does not meet the specification provided by the Bank. This shall in no way be limited or waived by reason of the products having previously being inspected, tested and passed by the Bank or its representative prior to the products shipment from the place of origin.

4.4.3 The Bank's at its discretion may carry out periodic inspection/quality checks on continual basis and where necessary may reject the products which do not meet the specifications provided by the Bank.

4.4.4 The inspection and quality control tests may be conducted on the premises/godown/warehouse of the Supplier, at point of delivery and / or at the Goods' final destination. Reasonable facilities and assistance, including access to stock/godown shall be furnished to the inspectors, at no charge to the Bank. If the testing is conducted at the point of delivery or at the final destination, due to failure by the vendor to provide necessary facility / equipment at his premises, all the cost of such inspection like travel, boarding, lodging & other incidental Expenses of the Bank's representatives will be borne by the vendor.

4.4.5 The Supplier shall use licensed software for all software products, whether developed by it or acquired from others for integration to BANK application for stationery

management. The Supplier shall also indemnify the Bank against any levies/penalties on account of any default in this regard.

4.4.6 The selected bidder shall, whenever required, furnish all relevant information, records, and data to such auditors and / or inspecting officials of the Bank / Reserve Bank of India and or any regulatory authority / Bank's consultant / Testing agency entrusted by the Bank to carry out this work.

4.4.7 Nothing stated herein above shall in any way release the Vendor from any warranty or other obligations under this Contract.

#### **4.5 Delivery & Documentation**

4.5.1 The Vendor shall provide such packing of the products as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Size and weights of packing case shall take into consideration, where appropriate, the remoteness of the Products final destination and the absence of heavy handling facilities at all transit points.

4.5.2 Delivery of the Goods and performance of the services/support services shall be made by the Vendor in accordance with the time schedule, specification, scope of the project and other terms & conditions as specified in the RFP/SLA/Contract. Any delay in performing the obligation /defect in performance by the vendor may result in imposition of liquidated damages, forfeiture of the Security Deposit and/or termination of contract.

#### **4.5 Payment Terms**

4.5.1 Payment shall be made in Indian Rupees.

4.5.2 Payment (after TDS etc. as applicable) will be made online by the Branch.

#### **4.6 Prices**

4.6.1 Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.

**However, as amendment/ modification in the existing items as well as introduction of new items are envisaged at frequent level, the pricing of these items will be arrived at by comparable items/changes made or rate decided/discovered by the bank and Bank decision in this regard will be final and acceptable to all vendors.**

4.6.2 The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. sales tax, excise duty, custom duty, GST, etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

## **4.7 Change Orders**

- 4.7.1 As per the nature of project , the stationery items (customised/non customised) specifications may be required to be changed/modified as well as new items may be introduced which will be required to be incorporated promptly by the vendor and supplied as per order indented by the branches/offices. The change in price as decided by comparable item or otherwise as finalised by the bank will be acceptable to all the vendors. Further the quantity mentioned is only approximate and it may increase/decrease as per bank's requirement.
- 4.7.2 Contract Amendments: No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

## **4. 8 Delays in the Vendor's Performance**

- 4.8.1. Delivery of the Goods and performance of the services/support services shall be made by the Vendor in accordance with the time schedule, specification, scope of the project and other terms & conditions as specified in the RFP/SLA/Contract.
- 4.8.2 If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely delivery of the Products and performance of Services, the Vendor shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Vendor's notice, the Bank shall evaluate the situation and may, at its discretion, extend the Vendors' time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- 4.8.3 Except as provided in the above clause, a delay by the Vendor in the performance of its delivery obligations/defect in performance by the vendor shall render the Vendor liable to the imposition of liquidated damages, forfeiture of the Security Deposit and/or termination of contract, unless an extension of time is agreed upon without the application of liquidated damages.

## **4.9 Penalties and Damages:**

- 4.9.1 If the Vendor fails to deliver any or all of the Products or perform the Services within the time period(s) specified in the Contract, the Bank may charge a penalty of 1 percent per day subject to maximum amount of 10% of the order (related purchase order/related item value).
- 4.9.2 The total penalties recoverable for deliveries not effected within the time frame prescribed in clause 3.14.2 will therefore be capped at 10% of the contract price (related purchase order/related item value).
- 4.9.3 The vendor's liability in case of claims against the Bank resulting from willful misconduct or gross negligence of vendor , its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other intellectual property rights or breach of confidentiality obligations shall be for unlimited damages.

- 4.9.4 If the vendor exits or terminates the contract before expiry of its tenure in that circumstances for failure of delivery of any or all of the products or for non-performance the liability of the vendor shall be for Liquidated Damages subject to the maximum of the total contract price of contract value.

#### **4.10 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 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:

- (a) 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:
  - i. 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
  - ii. 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 sub-clause 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
- (c) 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
- (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

- (e) 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 others' information about, or to influence the Bid of either or each other; or
- (f) Such Bidder or any Associate thereof is the Application Solution Provider to the Project or has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the Project.

#### **4.11 Standard of Ethics:**

- 4.11.1 The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the Bidding Process.
- 4.11.2 Without prejudice to the rights of the Bank under Clause hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the Bidding Process, such Bidder shall not be permitted to participate in any further EOI/RFP issued by the Bank at the discretion of Bank.
- 4.11.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
  - (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the Bidding Process has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;
  - (b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
  - (c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
  - (d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a



Conflict of Interest; and

- (e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

#### **4.12 Termination for Default**

- 4.12.1 The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Vendor, may terminate the Contract in whole or in part:
  - (a) If the Vendor fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;**Or**
  - (b) If the Vendor fails to perform any other obligation(s) under the Contract.
- 4.12.2 In the event the Bank terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Products similar to those undelivered, and the Vendor shall be liable to the Bank for any excess costs for such similar Products. However, the Vendor shall continue performance of the Contract to the extent not terminated.

#### **4.13 Force Majeure**

- 4.13.1 Notwithstanding the provisions of Terms & Conditions , the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 4.13.2 For purposes of this clause, “Force Majeure” means any failure or delay by selected vendor or Bank in the performance of its obligations, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of governmental authorities or other events beyond the reasonable control of non-performing party, is not a default or a ground for termination.
- 4.13.3 If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### **4.14 Termination for Insolvency**

- 4.14.1 The Bank may, at any time, terminate the Contract by giving written notice to the Vendor if the Vendor becomes Bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

#### **4.15 Termination for Convenience**

**4.15.1** The Bank, by written notice of 30 days sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience.

#### **4.16 Resolution of Disputes**

4.16.1 The Bank and the Vendor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract etc).

4.16.2 If the Bank and the Vendor have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.

4.16.3 The Vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained

4.16.3 The dispute resolution mechanism to be applied shall be as follows:

- (a) In case of Dispute or difference arising between the Bank and the Vendor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996.
- (b) Arbitration proceedings shall be held at Pune, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- (c) The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

**4.17 Governing Language:** The governing language shall be English.

**4.18 Applicable Law:** The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subject to the exclusive jurisdiction of courts at Pune.

#### **4.19 Taxes and Duties**

4.19.1 The Vendor will be entirely responsible for all applicable taxes like Central / State Government levies, sales tax, VAT, GST, excise duty, cess, charges, license fees, road permits, etc. in connection with delivery of products at site including incidental services/unloading etc. Payment of Octroi/ Entry Tax, if applicable, will be reimbursed at actuals upon production of original receipts.

4.19.2 Income / Corporate Taxes in India: The Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Vendor shall include all such taxes in

the contract price.

4.19.3 Tax deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.

4.19.4 The Vendor's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Vendor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

#### **4.20 Vendor's obligations**

4.20.1 The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

4.20.2 The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the goods to the location where delivery is to be done. The Bank would only provide necessary letters if required for enabling procurement of the same.

4.20.3 The Vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.

4.20.4 The Vendor will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

4.20.5 The Vendor is responsible for managing the activities of its personnel or subcontracted personnel and will hold itself responsible for any misdemeanors.

4.20.6 The Vendor will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank as explained under 'Non Disclosure Agreement' in **Annexure I** of this document and the Successful Bidder / Vendor shall have to sign the Non Disclosure Agreement with the Bank.

#### **4.21 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.

#### **4.22 Right to use or reject defective product**

If the goods are delivered in damaged condition or the specifications/quality varies than the stipulated one, the bank reserves the right to use/reject as it may deem fit. Further, proportionate payment with usual deduction may be made as per bank's discretion.

#### **4.23 Powers to Vary or Omit Work**

4.23.1 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful bidder to make any variation without prejudice to the contract. The finally selected bidders shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any suggested variations would, in the opinion of the finally selected bidders, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful bidder to make such other modified variation without prejudice to the contract. The finally selected bidders shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If Bank confirms his instructions, the successful bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

4.23.2 In case in which the successful bidder has received instructions from Bank as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

4.23.2 As per the nature of project, the stationery items (customised/non customised) specifications may be required to be changed/modified as well as new items may be introduced which will be required to be incorporated promptly by the vendor and supplied as per order indented by the branches/offices. The change in price as decided by comparable item/otherwise as finalized by the bank will be acceptable to all the vendors. Further the number of items & its quantity mentioned is only approximate and it may increase/decrease as per bank's requirement.

#### **4.24 No Waiver of Bank Rights or Successful Bidder's Liability**

Neither any payment sign-off by Bank, nor any payment by Bank for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by Bank shall affect or prejudice the rights of Bank against the finally selected bidders, or relieve the finally selected bidders of his obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in Bank to pay for alterations/ amendments/ variations, or discharge the liability of the successful bidder for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify Bank nor shall any such certificate nor the acceptance by him of any such paid on account or otherwise affect or prejudice the rights of the successful bidder against Bank.

#### **4.25 Indemnity**

The Successful Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against any claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Successful Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP document or breach of any representation or warranty by the Successful Bidder, (iii) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements. The Successful Bidder should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- ☐ Non-compliance of the Laws / Governmental Requirements
- ☐ IP infringement
- ☐ Negligence and misconduct of the Bidder, its employees, and agents
- ☐ Breach of any terms of RFP document or Representation made by the Successful Bidder.
- ☐ Act or omission in performance of service.

#### **4.26 SET-OFF**

- a) Without prejudice to other rights and remedies available to BOM, BOM shall be entitled to set-off or adjust any amounts due to Successful bidder, for breach of any clause of this document from the Successful bidder, against payments due and payable by Bank to the Successful Bidder for the services rendered.
- b) The provisions of this Clause shall survive the termination of the agreement / document.

#### **4.27 Miscellaneous**

A detailed contract agreement/SLA will be finalized after selection of successful bidder wherein bank may add some more terms and conditions in the contract agreements (SLA) as per RFP scope as well as requirement of the project and feedbacks of vendors as it deems fit. The learning from pilot project will also be incorporated in the SLA.

**Methodologies For Financial Bid**

**3.6.1 QUOTING OF RATES and METHOD FOR ARRIVING L1 RATE/VENDOR:**

- i) All the vendors will be given list of items to be printed with full specification and approximate consumption data as per Annexure J. The vendors will be given opportunity to view/see the hardcopy/softcopy of printable items.
- ii) The vendors need to give their indicative price for all the items as well as transportation cost per Kg Pan India as per supplies.
- iii) Bank will arrive at the total consumption amount as per Approx. consumption quantity and indicative unit price.
- iv) There will be two figures to be mentioned by the vendors in Annexure "E". One for stationery items and other for transportation cost per Kg Pan India. Vendors will be selected as L1, L2, L3 vendor as per the lowest of summation of (Item 1 Figure + Item 2 Figure x 20,00,000). The selected vendors have to supply at L1 price for all the items.
- v) In case of any discrepancy in the specifications mentioned and actual item to be printed or any change/modification/addition being brought out in any existing items or addition of any new item, its price will be decided as per the price of similar items proportionately or as per the nearest matching specification or as per the rate decided by Bank. The rate so arrived will be acceptable to all vendors.
- vi) The vendor will be selected as L1, L2, L3 based on the lowest of total of two prices i.e. total of stationery items, and transportation cost (multiplied by factor of 20,00,000) as above. The rates will remain fixed for 3 years.
- vii) The L1 vendor will be given their share in the contract as per CVC guidelines.
- viii) The L2 and L3 vendor will also be given their share in the contract as per CVC guidelines or as decided by the Bank. However they have to supply the item on the basis of L1 rate.
- ix) In case of non-acceptance of L1 rates by L2 /L3 or any dispute, bank will be taking suitable decision as it deems fit.
- x) Initially the vendors will be allotted piloting the project at Mumbai Zone and Ahmedabad Zone and the learnings will be further incorporated in the SLA. For other zones, vendors will be given the work on a future date as decided by bank. Bank may consider allotting work pertaining to one or more zones, instead of the entire zone at a time at its discretion.

The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever and the decision of the Bank will be final and binding on the bidders. Bank may also allot the work to more than one vendor on L- 1 negotiated rates and in such case the total quantum of work area wise/zone wise shall be divided amongst the vendors as per requirement of the bank or as the Bank may deem fit.

**The bank reserves the right to amend/cancel the RFP process/ at any time without assigning any reason.**

**RFP BID COVERING LETTER  
(To be included in the Technical Bid Envelope)**

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

**To**

**Assistant General Manager,  
Corporate Services,  
Bank of Maharashtra,  
Head Office, 1501 Lokmangal,  
Shivajinagar, Pune-411005.**

Dear Sir,

**Ref: RFP No. AX1/CSD/STN/     /2018-19 dated: \_\_\_\_\_**

1. We have examined the RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank we offer to supply the stationery items for the Bank's end to end stationery management, as per the terms and conditions spelt out in the RFP.

2. We understand that the selected vendor will be responsible for implementation of end to end stationery management solution in the bank i.e. printing/procurement of all the stationery items in specified formats and supplying the same within specified TAT to the branches/offices as per online requisition/indent made through Bank's software application dovetailed with vendor's IT system along with generation of MIS and provision of other support services.

3. In respect to your RFP mentioned above, we submit our Bid Document herewith. As desired in the RFP, we are submitting our bids in two separate sealed envelopes, one containing Technical Bid and other Financial Bid, both together in one envelope.

4. While submitting this bid, we certify that:

- ⌚ The undersigned is authorized to sign on behalf of the VENDOR and the necessary support document delegating this authority is enclosed to this letter.
- ⌚ We confirm that we have the necessary legal, regulatory, statutory and corporate authority / eligibility and competency to participate in this RFP and also to provide the services as per the RFP if we are selected.
- ⌚ We confirm that we fulfill all the eligibility criteria as mentioned in RFP Ref. No. AX1/CSD/STN/     /2018-19 dated:     and We have read, understood and accept the terms and conditions mentioned in the RFP document and have understood the requirement of bank and competent to fulfill the obligation if selected.
- ⌚ We confirm that we have quoted for all the items/services mentioned in the bid in our financial bid.
- ⌚ Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- ⌚ The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
- ⌚ We have not induced or attempted to induce any other Bidder to submit or not to submit a bid for restricting competition.
- ⌚ The rate quoted in the indicative price bids are as per the RFP and subsequent pre-bid

clarifications/ modifications/ revisions furnished by the Bank, without any exception.

- ⌚ We understand that the proposed new process is based on the backbone of IT infrastructure and we are capable of handling the bank's requirement in an efficient manner.
  - ⌚ We agree for the change in scope of works.
5. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the bank to do so, a contract in the prescribed form.
  6. We hereby undertake and agree to abide by all terms and conditions of the RFP and confirm that the rates finalized as per RFP will be valid for a period of three years.
  7. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
  8. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
  9. We hereby confirm that we have not been declared ineligible by the Government of India/State Governments/ Regulatory Agencies for having indulged in corrupt and fraudulent practices.
  10. We also certify that the information/ data/ particulars furnished in our bids are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect or submission of misleading information, the Bank will have the right to disqualify us from the bid apart from forfeiture of EMD/Security Deposit.
  11. We understand that you are not bound to accept the lowest or any Bid received by you, and you may reject all or any bid without assigning any reason or giving any explanation whatsoever. You may accept or entrust the entire work to one vendor or divide the work to more than one vendor without assigning any reason or giving any explanation whatsoever.

Dated this ..... day of ..... 2018

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(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of



**Details of The Vendor/ Bidder**

- 1 Name
- 2 Constitution of the Bidder
- 3 Date of Incorporation and / or commencement of business
- 4 Certificate of incorporation
- 5 Complete postal address / contact details of the bidder
- 6 Brief description of the Bidder including details of its main line of business
- 7 Company website URL
- 8 Particulars of the Authorized Signatory of the Bidder
  - a. Name
  - b. Designation
  - c. Address
  - d. Phone Number (Landline)
  - e. Mobile Number
  - f. Fax Number
  - g. Email Address

Signature and Seal of Company/Organization

**Bid Questionnaire**

Sr no	Criteria	Response	Remark
1.	<b>Whether</b> applicant vendor has fully understood the requirement of BANK as mentioned in RFP Ref. No. AX1/CSD/STN/ /2018-19 dated _____ and whether capable to undertake such task.	Yes/No	
2.	<b>Whether</b> having existing Web interface whereby its client can indent and monitor its orders <b>or Whether</b> having existing IT infrastructure to accept online indenting and providing other online support services as mentioned in RFP Ref. No. AX 1/ CSD/STN/ /2018-19 dated _____ /	Yes/No	<b>If Yes</b> , please mention the workflow and various facilities available and details of any existing client, if any, using it.  <b>If No</b> , please mention the plan of setting up of such facility and timeline of completing the same.
3.	<b>Whether</b> having capability of customizing/Dovetailing/ Integrating of IT infrastructure with that of Bank.	Yes/No	
4.	<b>Whether</b> having Own/ Tie-up Operational Print facility spread over India.	Yes/No	Please mention zone wise detailed list of own/tie-up Printers with their specifications & Capacity in terms of weight of paper (in tons)
5.	<b>Whether</b> having Own/Partner operational Warehouse & offices spread across India	Yes/No	Please mention zone wise detailed list of own/tie-up Warehouse & its available Capacity.
6.	<b>Whether</b> Having Experience of Pan India Distribution & Delivery.	Yes/No	Please mention how many postal pin codes touched in 2017-18 for supplying to its client.
7.	<b>Whether</b> Having Existing tie-up with couriers & India Post	Yes/No	Please mention details of tie-up and coverage of couriers in terms of pin codes covered.
8.	<b>Whether</b> complied with Full Statutory requirements.	Yes/No	Please mention Any disputes more than 10 lakhs.
9.	<b>Whether</b> having BCP/DRP Plan.	Yes/No	Please mention Plan/Write-up how the vendor will meet business continuity in case of any eventuality. Whether it has capability of continuing the operation in case of any breakdown/lockup etc. (a. In case of exigencies printing can be shifted to other own/tie-up Printers; b) Delivery can be arranged with other courier)

Signature and Seal of Company/Organization

**FINANCIAL BID****(to be included in Financial Bid Proposal Envelope)**

**To**  
**Assistant General Manager,**  
**Corporate Services,**  
**Bank of Maharashtra,**  
**Head Office, 1501 Lokmangal,**  
**Shivajinagar, Pune-411005.**

Dear Sir,

**Ref: RFP No. AX1/CSD/STN/ /2018-19 dated:** \_\_\_\_\_

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, submit our Financial Bid for the various items detailed in Annexure "L" in conformity with the said RFP documents :-

Sr. No.	Item	COST (Rs.)
A	B	C
1	Total Consumption Cost (Indicative unit price x consumption) of various Items as per Annexure "J"	
2	Transportation cost, Per Kg Pan India Rate (Rate per kg X2000000).	

For Sr no 1 the price should represent landed cost excluding transportation cost i.e. the price should be inclusive of the cost of all materials, printing, labour, all taxes / levies / duties, packing as per requirement, and unloading at delivery location (No sales tax exemption form will be given by BANK). Octroi charges and Entry Tax wherever applicable will be borne by the Bank.

For Sr No 2 the prices are inclusive of all taxes.

The bids are valid for 180 days from the date of opening of bid.

(It is mandatory to quote prices of all individual items as per Annexure "J" Please also attach copy of Annexure "J").

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Dated this ..... day of ..... 2018

\_\_\_\_\_

## ANNEXURE- F

### Bank's Zonewise Coverage of States

Stationery Zone	Zonal Offices covered	States /Locations Covered
Aurangabad Zone	Aurangabad, Latur, Solapur	Maharashtra
Bangalore	Bengalore Chennai, Hyderabad	Karnatak, Andhra Pradesh, Telangana, Tamilnadu, Kerala
Bhopal	Bhopal, Indore, Raipur, Jabalpur	Madhya Pradesh, Jharkhand
Delhi	Delhi, Chandigarh, Lucknow, Jaipur, Kolkata	Delhi, U.P. Bihar, Rajasthan, West Bengal , Assam, Meghalaya, Manipur, Mizoram, Nagaland, Sikkim, Arunachal Pradesh, Tripura
Kolhapur	Kolhapur, Satara, Goa	Maharashtra, Goa
Mumbai City	Mumbai City	Maharashtra
Nagpur	Nagpur, Amravati, Chandrapur, Akola	Maharashtra
Nasik	Naasik, Jalgaon, Ahmednagar	Maharashtra
Pune City	Pune City, Pune East	Maharashtra
Thane	Thane, Ahmedabad	Maharashtra

**Note: Any other office of bank not mentioned above in column (2) above like CBS/Staff College/Training Centers/ and other administrative/operative offices etc. would report to and have support from office of the vendor located in their area falling under concerned BANK Zone/Region. However, the above zone wise classification is only tentative and bank reserves the right to change/modify/reallocate the areas/Zones as per its requirements.**

**TIMELINES FOR SUPPLY OF STATIONERY ITEMS TO VARIOUS BRANCHES/OFFICES**

Service Category	Duration (Timeline will start from the next day of receiving indent from the branch/office either online/other method)
Delivery of Stationery	<p><b>i) All Metro and Urban areas in Group 1 : 5 to 10 Days</b>  <b>ii) Other Locations in Group 1 : 7 to 12 Days</b>  <b>iii) State Capital &amp; Urban areas in Group 2 : 5 to 10 Days</b>  <b>iv) Other areas in Group 2 : 7 to 12 Days</b></p> <p><b>(Group 1 :</b>Delhi, West Bengal, Karnataka , Andhra Pradesh, Telangana , Maharashtra ,Uttaranchal, Kerala, Madhya Pradesh ,Gujarat , U T (Chandigarh), Haryana, Tamil Nadu, Orissa, Assam, Punjab, Chhattisgarh, Uttar Pradesh,Bihar, Rajasthan )</p> <p><b>(Group 2:</b> Nagaland, Mizoram, Assam, Manipur, Bihar, Jharkhand , Arunachal Pradesh , Goa , Meghalaya , Sikkim, Andaman &amp; Nicobar Islands, Pondicherry, Jammu &amp; Kashmir, Himachal Pradesh, others)</p>
Complaint Redressal	Problem resolution within 7 days from the date of lodging issue/complaint. Delay in resolution after 7 days will attract penalty.
Reports/MIS	Various MIS/ report at regular interval apart from any specific report as demanded by bank. Delay/Non submission will entail suitable penalty.
Penalty	Bank reserves its right of levying penalty charges apart from cancellation of contract for non-performance/ deficiency in services including quality, delay and non-response to any issue/complaint. In case of non supply of items within given timelines, a penalty of 1 percent of the total consideration (related purchase order/related item value) for each day delay, subject to maximum amount of ten (10) percent of the total consideration (related purchase order/related item value) may be charged to vendor. If penalty is 10% then liquidated damages also becomes applicable. The Bank also reserves the right to shift some orders to some other vendor or altogether cancel the contract and/or forfeit the security deposit apart from levying penalty. Bank reserves the right to modify the timelines/penalties. Learnings from Pilot will further be incorporated into SLA.

**Bidder's Forwarding Letter for Bid Fee of Rs 5,000/-and EMD Of Rs 5,00,000/-**

**To**

**Assistant General Manager,  
Corporate Services,  
Bank of Maharashtra,  
Head Office, 1501 Lokmangal,  
Shivajinagar, Pune-411005.**

Dear Sir,

**SUB: SELECTION OF VENDORS FOR END TO END STATIONERY MANAGEMENT RFP**

**Ref: RFP No. AX1/CSD/STN/ /2018-19 dated:**

We enclose DD No. being RFP Bid fee (Non Refundable) of Rs 5,000/-(Rupees Five thousand only ) and EMD in the form of a Demand Draft / Banker's Cheque/ Pay Order bearing No. being the sum of Rs. 5,00,000/-only (Rupees Five lac only) drawn in favour of BANK OF MAHARASHTRA payable at Pune. We also understand and agree that no interest will be paid on EMD amount. This EMD will be treated as per terms and conditions set out in this RFP.

Thanking you,

Yours faithfully

(Authorized Signatory)

Name  
Company/Organization Seal  
Date  
Business address

**NON-DISCLOSURE AGREEMENT**

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made and entered into on \_\_\_\_\_ (Effective Date)

Between:

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

And

\_\_\_\_\_ (hereinafter referred to as "Vendor") which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And Whereas

1 \_\_\_\_\_ is carrying on business of providing  
 2 \_\_\_\_\_, has agreed to  
 3 \_\_\_\_\_ for the Bank and other related tasks.

2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER**

**1. Confidential Information and Confidential Materials:**

(a) "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement

(b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.

(c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

## **2. Restrictions**

(a) Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's own employees and other persons and then only to those employees and persons who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement. If the Contractor shall appoint any Sub-Contractor then the Contractor may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Customer an undertaking in similar terms to the provisions of this clause.

(b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

(1) the statutory auditors of the Receiving Party and

(2) regulatory authorities regulating the affairs of the Receiving party and inspectors and supervisory bodies thereof

(c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement

(d) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

(e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

## **3. Rights and Remedies**

(a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

(b) At the time of closure or determination of the Agreement, the Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

(c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

a. Suspension of access privileges

b. Change of personnel assigned to the job

c. Financial liability for actual, consequential or incidental damages

d. Termination of contract

(d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and



during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4. The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party

a) Will Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control.

b) To the extent practicable will 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 Disclosing Party.

c) So far as it is practicable will immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control.

d) To the extent practicable will immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

4.1 This shall not be applicable and shall impose no obligation on the receiving party with respect to any portion of Confidential Information which:

a) was at the time received or which thereafter becomes, through no act or failure on the part of the receiving party, generally known or available to the public;

b) is known to the receiving party at the time of receiving such information as evidenced by documentation was rightfully in the possession of the receiving party;

c) is furnished by others to the receiving party without restriction of disclosure;

d) is thereafter rightfully furnished to the receiving party by a third party without restriction by that third party on disclosure;

e) has been disclosed pursuant to the requirements of law or by any court of competent jurisdiction, the rules and regulations of any recognised stock exchange or any enquiry or investigation by any governmental, statutory 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 Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.

f) was independently developed by the receiving party without the help of the Confidential Information.

4.2 The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure under the contract shall not confer on the Receiving Party any rights whatsoever beyond those contained in the contract.

4.3 Without prejudice to any other rights or remedies which a Party may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of the clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Clause. Further, breach of this Clause shall be treated as "Material Breach" for the purpose of the contract.

4.4 The confidentiality obligations shall survive the expiry or termination of the agreement between the Successful Vendor / Bidder and the Bank.

## **5. Miscellaneous**

(a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.

(b) Any software and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.

(c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

(d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

(e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

(f) In the event of a dispute or difference of any nature whatsoever between Bank and the vendor during the course of the assignment, the same will be settled through the process of arbitration conducted by a sole Arbitrator appointed by the Bank. Arbitration will be carried out at Pune (Bank Head Office) with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.

- (g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- (h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (i) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

## **6. Suggestions and Feedback**

(a) Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both parties agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it seems fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018 at \_\_\_\_\_  
(month) (place)

For and on behalf of \_\_\_\_\_

Name		
Designation		
Place		
Signature		

For and on behalf of \_\_\_\_\_

Name		
Designation		
Place		
Signature		

## **Annexure-J**

Specifications of All Stationery Items with approximate consumption details as per excel sheet which is also available at our Bank's website: [www.bankofmaharashtra.in](http://www.bankofmaharashtra.in)

(to be executed on RS 500 Stamp Paper)

PRE CONTRACT INTEGRITY PACT

**General:**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of month of \_\_\_\_\_ 2016, between on one hand, **Bank of Maharashtra** through authorized official Shri \_\_\_\_\_, Assistant **General Manager, Corporate Services Department, 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/Equipments/MICR Paper ) 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 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 BUYER to obtain the desired said Equipment **/product/Service** 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 Rs.2.00 lakh (*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 entitled the BUYER to take all or any one of the following actions, wherever required :-
  - 6.1.1. To immediately call of the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - 6.1.2. 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**

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

## **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 herby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BUYER  
Name of the Officer:  
Designation:Assistant Gen. Manager  
Corporate Services Department  
Bank of Maharashtra

BIDDER  
CHIEF EXECUTIVE OFFICER  
(Office Seal)

(Office Seal)

Place \_\_\_\_\_  
Date \_\_\_\_\_

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

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