

	<p>बैंक ऑफ महाराष्ट्र Bank of Maharashtra भारत सरकार का उद्यम एक परिवार एक बैंक</p>	<p>निगमित सेवाएं विभाग Corporate Services Department प्रधान कार्यालय: लोकमंगल, 1501, शिवाजीनगर, पुणे-5 Head Office: LOKMANGAL, 1501, SHIVAJINAGAR, PUNE-5 टेलीफोन/TELE :020-25614331 फैक्स/FAX :020-25512351 ई-मेल/e-mail : cmcs@mahabank.co.in</p>	 <p>एक कदम स्वच्छता की ओर 'स्वच्छता अभियान' की सफलता हेतु हम प्रतिबद्ध हैं</p>
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ENQUIRY.No.BOM/CSD/STN/ 02 /2019-20

Dt.23.12.2019

PART A- NOTICE INVITING TENDER (NIT)

BANK OF MAHARASHTRA, Corporate Services, Department Head Office 'Lokmangal' 1501, Shivajinagar, Pune 411005 invites sealed offers from manufacturers of MICR Grade Cheque paper, who are in the approved list of Indian Banks' Association, Mumbai for supply of MICR Grade Cheque paper with Bank of Maharashtra's Watermark and "CTS" water mark (as approved by NPCI) and as per specifications stipulated under Part B and Terms and conditions as per Part C.

- Item required and Quantity:** 100 M.Tons of 95 GSM MICR Grade Cheque paper in reel form.
- Nature of Bid:** Two Bid System i.e., Technical Bid & Financial Bid
- Earnest Money Deposit:** Offers should accompany EMD of Rs. 2.00 lac in the form of a Demand Draft favouring Bank of Maharashtra payable at Pune and shall be submitted in Technical Bid envelope only.
- Supply schedule & Destination:** Delivery of entire quantity is to be made within 45days from the date of order to Printers' godowns at Mumbai/Manipal. **Those who are not in a position to supply within 45 days from the date of order need not participate in the tender process.**
- Last Date and time for submission of offers:**

Offers should be submitted under two bid concept. The technical bid to be submitted in a separate sealed cover containing details as per clause No.4 (Nature of Bid) under Part C (Terms and Conditions) and DD towards EMD. The second sealed envelope should contain the Financial Bid as per format enclosed (Part E). Both envelopes containing technical bid and financial bid are to be put together in a third envelope. The third cover containing both technical and financial bids superscribing "Enquiry BOM/CSD/STN/02 /2019-20. DT.23.12.2019 "should reach the following address on or before 06.01.2020 upto 3.00 p.m.

The Asst.General Manager
BANK OF MAHARASHTRA
Corporate Services.
Head Office 'Lokmangal'
1501, Shivajinagar Pune-411005.

- Date and time for opening of offers:** Technical Bids will be opened on 06.01.2020 at 4.00 PM. positively. The Financial Bids of those suppliers whose technical bids confirm to our specifications, terms & conditions will be opened subsequently as detailed in item No. 8 in Part C (Terms & Conditions)
- Bank is at liberty to go ahead with the procurement process even if less than three tenders are received.

Asstt.General Manager
Corporate Services.

PART B**SPECIFICATIONS**

A. **Quality of Paper:** MICR Grade Cheque Paper with Bank of Maharashtra's Water Mark in Hindi & English and CTS-India watermark and should satisfy specifications as per IS 11087/1986.

B. **Total quantity required** : 100 M.Tons

C. **Grammage** : 95 GSM

D. **Opacity (%)** : 80

E. **Size:**

Reel Form : Size width of 43 cms

Paper is needed in Reel form (with width of 43 cms) .Paper should be strictly as per CTS India guidelines so that the CTS – India watermark in full and Bank of Maharashtra water mark in Hindi & English full or in part should appear in each cheque leaf. Sample of paper with our Bank's water mark and CTS watermark should be got approved by NPCI. Sample of Paper should be submitted along with the Technical Bid for our perusal and approval.

1. Eligibility:

- A. Supplier should be in the approved list of Indian Banks' Association, Mumbai for manufacture of MICR Grade Cheque Paper.
- B. They should have supplied MICR Grade Cheque Paper to Nationalised Banks regularly for the last two years ending as on 31.03.2019.
- C. Supplier has to furnish Year wise/Bank wise details of quantity of such paper supplied to Banks.
- D. Proof of having supplied at least 50 M.tons of MICR grade paper within 45 days of order to be submitted.
- E. Those vendors who are not in a position to supply the entire 100 M. tons of paper within 45 days from the date of order need not apply.

Please furnish with documentary proof like copies of purchase orders or certificate from Banks etc for all A B C & D above.

2. Specification:

- Paper should be strictly as per specifications in Part B and should be supplied with Bank of Maharashtra watermark in Hindi & English and CTS water mark.
- The required 'Dandy' for watermarking should be arranged by the paper manufacturers at their own cost.
- The supplier should submit Sensitivity Test Certificate from National Test House. Government of India (of the paper manufactured with our watermark) as per RBI/BSI guidelines at their own cost within 30 days of executing supply.

3. Earnest Money Deposit & Security Deposit:

- The Offer shall be accompanied by Earnest Money Deposit of Rs. 2,00,000.00 (Rupees Two lakh only) by way of demand draft in favour of BANK OF MAHARASHTRA, Corporate Services, Head Office payable at Pune.
- Offers without EMD will be rejected.
- EMD amount of the vendor whose bid is accepted will be converted into Security Deposit.
- In case of vendors who are unsuccessful in Technical Bid, the sealed Financial Bid along with DD for EMD amount shall be returned immediately.
- EMD of unsuccessful vendors, whose financial bids are opened, will be returned within the validity of the offer.
- The EMD/Security Deposit shall not earn any interest till it is refunded.
- Security Deposit will be refunded after a period of six months from the date of fulfillment of all obligations under the contract and subject to satisfactory supply of entire quantity of paper and submission of Sensitivity test certificate. The decision taken by bank in this regard shall be final & binding on the supplier.

4. Nature of Bid:

- Offers are to be submitted in Two Bids., Technical Bid & Financial Bid
- Technical Bid to contain
 - a. Technical Bid (Part D)
 - b. Notice Inviting Offers (Part A)
 - b. Specification (Part B)
 - c. Terms & Conditions (Part C)
 - d. Demand draft for Rs. 2.00 lac being the EMD amount
 - e. Proof regarding eligibility/ supply of MICR Grade Cheque paper to nationalized banks during last two years
 - f. Sample of Paper
 - g. Integrity Pact (Part F)

All the offer documents should be duly signed by the supplier on all the pages in due acceptance of the terms and conditions. **Offers containing any conditions overriding/deviating from our terms & conditions are not acceptable.**

- Financial Bid to contain Offers quoting the rates destination wise (Part E).
- Rates should be separately quoted per ton inclusive of all taxes, GST, Cess, Excise Duty, Freight (inclusive of door delivery charges), transit insurance charges etc. and separately for delivery at each destination viz., Mumbai/ Manipal.
- L1 rates will be arrived at on the basis of the total cost quoted.

5. Supply Schedule & Destination:

- Delivery of entire quantity is to be made within 45 days from the date of order to Printers' godowns at Mumbai/Manipal.
- However Bank may, at its discretion consider on merits/unavoidable circumstances any request from the supplier for extension of the due date.
- Failure to supply wholly or partly, as per terms of our order, non performance or non supply in time or supplying the materials which do not conform to the specification/quality prescribed or which is found defective, will entail enforcement of one or more of the following
 - A. Cancellation of the order in part or full and forfeiture of EMD/Security Deposit.
 - B. Recovery of extra cost, if any, incurred by the Bank in securing the materials from other sources, due to the defect/delay in execution over stipulated time or otherwise, by adjusting the EMD/Security Deposit besides the Bank reserves rights to claim balance cost/damages.

6. Defect Liability:

The supplier is liable for inherent or manufacturing defects in quality of Paper, GSM etc observed at a later date, though it might not be apparent or observed at the time of acceptance of stocks. In such an event, the supplier will have to replace the stock in part or full/ or compensate for the loss or inconvenience that might have already been caused or might cause to the Bank on account of such defects or deviation from the Bank's specifications. Further the Bank also has the liberty to approach IBA for cancellation of empanelment of the supplier. This is notwithstanding the return of Security Deposit after six months of supply and this time period is not a restraining factor.

7. Other conditions:

- Offers should be valid for 60 days and once the order is to be placed within this period, the rate is applicable until execution of order to its completion irrespective of the time schedule prescribed for it.
- The Acceptance of the offers will rest with the Bank which does not bind itself to accept the lowest offer, and reserves to itself the authority to reject any or all of the offers received and cancel the entire tender process at any stage without assigning any reason.
- Offers in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
- The Bank reserves the right to accept the offer in full or in part and the offerer shall have no claim for revision of rates/other conditions if his offer is accepted in part.
- Offers with any conditions overriding our Terms & Conditions are liable for rejection.
- Integrity Pact (IP) should be executed.

8. Date and time of opening of offers:

- The Technical bids will be opened as detailed in NIT at the address mentioned therein. Financial bids of those suppliers who qualify technical evaluation and conform to our terms and conditions only will be opened. The date and time of opening financial bid shall be informed to qualifying tenderers. It may be noted that on opening of technical bid, and after scrutiny and due assessment, the Financial Bids may be opened on the same day or any other day at the discretion of the bank.
- The offerers or their authorized representatives are invited to be present at the time of opening of the technical bids.
- Bank reserves the right to open the bids at the stipulated/notified time, & date positively, even if vendor/s expresses their inability to attend the opening of bids.
- The Bank's decision regarding the acceptance/rejection at any stage will be final and no dispute or representation will be entertained in this regard.
- In matters regarding the quality of materials, interpretation of specifications etc, the decision of the bank, (which shall be given in writing), shall be final, conclusive and binding on the offerer.

Accepted the Terms & Conditions

SUPPLIER

PART – D

To,

The Asst.General Manager
BANK OF MAHARASHTRA
Corporate Services.
Head Office 'Lokmangal'
1501, Shivajinagar Pune-411005.

Sub: Tender No.BOM/CSD/STN/02 /2019-20 Dt: 23.12.2019

We refer to above mentioned Tender Notice and submit our Technical Bids as under:-

TECHNICAL BID

1. Name of the bidder company/Firm :
2. Address (with telephone No. and E-mail ID) :
3. Constitution : Ltd Company/Partnership Firm/Proprietary firm
4. PAN No. :
5. CST/VAT/TIN /GST No. :
6. Name and address of the paper Manufacturer
(if tender is submitted by Authorised Agent/Dealer) :
7. Size/s of the paper Mill Can supply : a) Ream form
b) Reel form
8. Name, Designation, Telephone/Mobile No.
and E-mail ID of the contact person :
9. Details of Earnest Money Deposits:
Earnest Money Deposit paid vide DD no. _____ dated _____
for Rs.2,00,000.00 favouring "Bank of Maharashtra": drawn on _____ Bank
10. Names of Banks to whom MICR Grade cheque paper is supplied in last 2 years. (Copy of proof be enclosed)

I/We hereby declare that I/We have read all Terms/conditions mentioned in tender documents all pages and undertake to abide by the same if bank considers to place order with us. We also confirm that information submitted above / enclosed is true and correct to the best of our knowledge.

The undersigned is authorized to submit the tender on behalf of the firm/company.

Place:
Date:

Signature:
Name:
Designation:

Seal

PART – E

From

To

The Asstt.General Manager
BANK OF MAHARASHTRA
Corporate Services
'Lokmangal' Head Office
Shivajinagar Pune-411005.

Dear Sir,

SUB : Supply of 95 GSM MICR Grade Cheque paper

Ref : Your enquiry No.BOM/CSD/STN/ 02 /2019-20 dt. 23/12/2019.

In response to your above enquiry, we hereby submit our offers as under for supply of 95 GSM MICR Grade Security Paper with Bank of Maharashtra Water Mark and CTS water mark as per specifications (Part B)

Sr. No.	Destination	Destinationwise Quantity	Rates / Per M. Ton (Inclusive of all taxes, VAT, Cess, GST/Freight, Hammali, Loading/ Unloading, Insurance, any other charges etc.	Cost (IN Rs.)
		43 cms in reel form		
1	Mumbai	95.00 M.Tons		
2	Manipal	05.00 M.Tons		
	TOTAL	100.00 MT	-----	

Seal

SIGNATURE OF THE SUPPLIER

PART- F : PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of month of December 2019, 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/Equipment's/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

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

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said Equipment/product/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form by its officials by following transparent procedures.

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

Commitments of the BUYER:

- 1.1. The BUYER undertakes that no officials of the BUYER, connected directly or indirectly with contract will demand, take a promise for or accept directly or through intermediaries any bribe, consideration gift reward favor or any material or immaterial benefit or any other advantage from the Bidders either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation contracting or implementation process related to the contract.
- 1.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage that particular BIDDER in comparison to other BIDDERS.

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

COMMITMENTS of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe gift consideration reward favor, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with bidding process, or to any person organization or third party related to the contract in exchange for any advantages in the bidding, evaluation contracting and implementation of the contract.
 - 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees brokerage or inducement to any officials of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with Government.
 - 3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, In connection with bid/contract.
 - 3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator and not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession facilitation or recommendation.
 - 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payments he has made is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - 3.7. The BIDDER will not collude with other parties interested in the contract impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
 - 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.

- 3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative; for this purpose would be as defined in Section 2(77) of the Companies Act 2013.
- 3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the 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. 2.0 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 ,Corporate Services,Head Office, Payable at Pune**
 - 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 Six Months 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 will be 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 1 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period whichever is later, in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2. Should one or several provisions of this pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

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

(Office Seal)

Place _____

Date _____

Witness:

1 _____

(Name & Address) : _____

2 _____

(Name & Address) : _____

BIDDER
CHIEF EXECUTIVE OFFICER
(Office Seal)

Witness:

1 _____

(Name & Address) : _____

2 _____

(Name & Address) : _____