



बैंक ऑफ महाराष्ट्र
Bank of Maharashtra
ONE FAMILY ONE BANK

Bank of Maharashtra
1501 "LOKMANGAL",
SHIVAJINAGAR
CORPORATE SERVICES DEPARTMENT
HEAD OFFICE, PUNE 411005

Invites
Application for

EMPANELMENT OF VENDOR FOR PROVIDING NEW PHOTOCOPIER MACHINE ON RENTAL BASIS.

Name and Address of Vendor: _____

Date of issue : 30.09.2020
Date & Time of Pre Bid Meeting : 12.10.2020 (at 11.30 am)
Last Date of Submission : 16.10.2020 (upto 4.00 pm)
Date Of Opening of Technical Bid : 16.10.2020 (at 4.30 pm)

TENDER NO. – BOM/CSD/PR/2020-21

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NOTICE INVITING TENDER FOR PROVIDING NEW PHOTOCOPIER MACHINE ON RENTAL BASIS

Bank of Maharashtra is in the process of Empanelment of Vendor for supply of new photocopier machine on Rental basis at different centers in Pune under Head Office, Lokmangal, Pune. Present requirement is of 13 Photocopier machines which may vary as per requirement of bank.

Application forms are invited for empanelment from reputed Bidders having valid registration & presently providing similar services with PSUs/ Nationalized Banks/ Govt. Sector/State PWD and reputed Private Institutions .

1. Sealed tenders are hereby invited in two parts (Technical Bid and Price Bid) from bidders for “Empanelment of vendor to provide New Photocopier Machine on Rental basis for Head office, Lokmangal & Other place within PMC/PCMC area Only” from empaneled vendors of Bank/PSU/Govt Bodies/Reputed institutes as per schedule of works & terms and conditions.
2. Tender copies shall be downloaded from the Bank’s website www.bankofmaharashtra.in No hard copy will be issued in any case.
3. The tenders received late shall be rejected including postal / courier delays.
4. Tender Specifications dully filled-in, signed and sealed should be addressed & submitted to Assistant General Manager, Corporate Service Department, Lokmangal, 1501, Head Office, Pune-411005 .
5. Pre-Bid meeting is arranged on 12.10.2020 at 11.30 AM at 1st Floor, Corporate Service Department, Lokmangal, 1501, Shivaji Nagar, Pune-411005. The queries are to be submitted on e-mail bomcocs@mahabank.co.in in the given format on or before 12.10.2020 by mail.
6. The last date of submission of tender shall be 16.10.2020 (up to 4.00 pm)
7. **BANK** reserves the right to reject or accept any one, or reject all tenders without assigning any reasons whatsoever.
8. E.M.D. of Rs 15000/- shall be submitted in the form of DD drawn on Nationalized bank in favor of “Bank of Maharashtra” payable at Pune & shall be submitted in separate envelope as per directions.
9. The bidders while submitting the sealed tender shall enclose DD of Rs 500/- as tender fees in favor of “Bank of Maharashtra” payable at Pune in envelope of Technical bid along with EMD. Tender document shall be dropped in Tender box marked with name of work. Tender submitted in any other Dept./dropped in wrong box or submitted at any other addressed will

not be considered. Tender received after stipulated date and time will not be considered, whatsoever.

10. The Earnest Money Deposit will be forfeited in the event of any evasion, refusal or delay on the part of the bidder to sign and execute the Contract on acceptance of his tender. The Earnest Money Deposit will be refunded to the bidders whose tenders are not accepted.
11. All the rates quoted in the tender shall be inclusive of all charges, services, toner replacement, machine parts replacement, transportation etc. but exclusive of GST; and shall remain same till the contract period. No escalation of prices will be payable for what-so-ever reasons.
12. The Bidder whose tender has been accepted shall within (07) seven days of the intimation of acceptance of tender, submit the stamp paper of required value for entering into agreement.
13. The earnest money will be returned to the unsuccessful Bidder within a reasonably short period. If the Bidder, after intimation to him, fails to collect his earnest money deposit within 01 years of date of intimation, the amount will be automatically forfeited.
14. No additions or alterations shall be made in the Specifications, the conditions of contract and the tender by the Bidder and, if made, such tender is liable to be rejected. In case of the successful tender, any such additions and alterations made by the Bidder will be treated as null and void. Conditional tenders will be summarily rejected.
15. The tenders shall be valid for a period not less than 90 days after the date of opening of the Price Bid.
16. The agency shall visit/examine the site with prior appointment and submit duly filled & signed Tender document.
17. This tender document is not transferable. Only the bidder, who has purchased this tender is entitled to quote.
18. The Bidder shall attach copy of GST registration number.
19. This tender Notice shall form part of the Contract(including page no. from 01 to 52).
20. **The tender to be submitted in two envelopes duly sealed and super scribed as-**
 - i. **ENVELOPE – Technical Bid (Part I)**
It should contain all the sections as mentioned in the Index.
 - ii. **ENVELOPE – Price Bid (Part II)**
It should contain Rental Charges & per copy photocopying charge only.

(Tenderer shall sign and stamp all the pages of tender documents at the lower right-hand corner by the tenderer. Also tender shall submit self-attested copies of all relevant documents required for Pre-qualification. All corrections should be initialed in the Commercial Bid.

The rates and amount in the commercial bid shall be in TYPED FORM. The handwritten filled commercial bid will be summarily rejected.)

21. PROCEDURE FOR SUBMITTING TENDERS: -

- i. All tender papers should be duly signed.
- ii. Both the envelopes should be super scribed with envelope no., type of bid & subject with name of work.
- iii. Envelope 1 (Technical bid) will be opened first and if above said all the signed and stamped documents along with DD for EMD and tender fees are enclosed then only Envelope -2(Price Bid) will be opened. If any bidder fails to enclose the listed documents in Envelope-I then the Price Bid envelope of same bidder will be returned back in sealed condition.

Thanking you,

Sd/-

Yours truly,
Assistant General Manager
Corporate Services
Head Office, Lokmangal, Pune

PART- I
TECHNICAL BID

A.FORM OF TENDER

THE ASSISTANT GENERAL MANAGER
BANK OF MAHARASHTRA
HEAD OFFICE, LOKMANGAL
PUNE-411005

Dear Sir

New photocopier machines on Rental Basis for Head Office, Lokmangal & Other location Under Head Office At Pune

With reference to the tender invited by Bank of Maharashtra for the captioned subject:

1. I / We the undersigned have carefully gone through tender documents comprising of the tender form, Notice of Tender, Scope of work, Specifications, terms and conditions etc. & BOQ and clearly understood the scope of work .
2. I/We hereby offer to execute the works specified in the said Memorandum within the time specified, at the rates mentioned in the financial/ BOQ and in accordance with all respects of the tender and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.
3. I / we do here by undertake to supply Brand new photocopier machines on rental basis(as desired by you) at the respective rates quoted .
4. I/We have deposited as earnest money an amount of Rs. _____/- & Tender fees of Rs _____/- by D.D. No. _____&_____dated _____on _____ bank in your favour of "Bank of Maharashtra" payable at Pune (to be handed over along with tender documents), this amount will not to bear any interest.
5. I/We do hereby agree that EMD sum shall be forfeited, in the event of accepting my/our tender & I/We fail to start the work under the Contract , fail to respond to the issued work order within stipulated time period & execute the Contract documents, when call upon to do so.
6. I / we further agree to provide the machine of the said schedule of quantities within _____ days from the date of commencement. Date of commencement shall be either one-week from the date, the acceptance letter is issued to the vendor or day on which the vendor is instructed to take possession of site, whichever is earlier.
7. I / We agree to pay Government, GST, General and Sales Tax (State and Central), Excise etc. for insurance and all other taxes including works contract extra, turnover tax etc. as prevailing from time to time, on such items for whom same is to be levied, and the rates quoted by me / us are exclusive of the same.

MEMORANDUM”

Description of work: “Empanelment of bidder to provide new photocopier machine on rental basis .”
Time allowed for Provide machine: 07 days from the date of work order which shall be either one-week, from the date of issue of work order .

We understand that the time for supply machine shown above shall be reckoned from the date of receipt of the work order.

Should this tender be accepted, I/We hereby agree to abide by and fulfill the term and conditions of the tender annexed hereto so far as they may be applicable or in default thereof, to forfeit the EMD and pay to the Bank of Maharashtra, the amount mentioned in the said tender conditions.

Our Bankers are:

i)

The names of partners of our firm are:

i)

Name of the partner of the firm

Authorized to sign:

OR

Name or person having Power of Attorney to sign the contract

(Certified copy of the Power of

Attorney should be attached):

Yours faithfully,

Signature of Bidder

B: APPENDIX: TIME SCHEDULE

1	Date of Commencement	As per the work order
2	Liquidated Damages for Delay	As per the work order
3	Earnest Money Deposit	Rs 15,000/-
4	Performance Security Deposit	Rs. 50,000/- The amount will be adjusted with EMD submitted. Same will be refunded after completion of contract. Vendors may provide valid Performance Bank Guarantee for the same amount or DD in favour of Bank of Maharashtra payable at Pune.
5	Tender validity period	36 Months
6	Validity of Rates quoted	Minimum period of 36 months.

C. INSTRUCTIONS FOR THE BIDDER

TERMS AND CONDITIONS OF EMPANELMENT OF BIDDERS

1. Intending Bidders are requested to furnish details about their firm, technical experience, competence and evidence of their financial standing as per enclosed Performa for considering their names for empanelment.
2. The Bidders should have minimum experience of three years in the respective field. The Bidders applying for supply of photocopier machine on rental basis should have valid trade licenses issued by any Govt authority or Dept.
3. The Bidders who intend to apply should download the application form by paying requisite fee for application which is non-refundable.
4. Bank of Maharashtra may approach the Bidder's clients, corporations, organizations, etc. to verify their general reputation / competence/credentials etc.
5. Selection of bidder will be based on the ability and competence required for good quality jobs to be performed by them.
6. Bank of Maharashtra reserves the right to accept or reject any application without assigning any reason.
7. If the space provided in the Performa is insufficient for giving full details, the same may be given on a separate sheet of paper. Information furnished to Bank will be kept as strictly confidential.
8. Decision of Bank of Maharashtra regarding selection of Bidders for empanelment will be final and binding and no further correspondence will be entertained. Bidders empanelled will be informed separately.
9. Intending bidders are requested to read the Performa carefully before filling the particulars.
10. Incomplete applications will not be considered.
11. Information / details furnished by selected bidders, if found to be false at any time in future or any information affecting empanelment is willingly / unwillingly withheld, if come to the notice of the Bank at any point of time, the empanelment of bidders can be cancelled immediately. Vendor will have to provide the services as per agreed terms till alternate arrangement is made by the bank.
12. Cost of the application form is Rs.500.00 which is not refundable & to be paid by way of Demand Draft favouring "Bank of Maharashtra" payable at PUNE.
13. Application form is not transferable.
14. Empanelment of the firm, if selected, will be valid only for 03 years subject to satisfactory performance of the Bidders.
15. The application shall be submitted strictly in the format as mentioned along with the supporting documents.

16. The application shall be signed by the person/s on behalf of the organization having necessary Authority/ Power of Attorney to do so. Each page of the application shall be signed as token of acceptance of the contents mentioned therein and copy of Power of Attorney / Memorandum of association (Wherever applicable) shall be furnished along with application.
17. Completed empanelment document shall be submitted in person up to 4.00 pm on or before 16.10.2020 which be dropped in Tender Box marked with name of Work. The application shall not be accepted by post / courier. Each application/form must accompany Demand Draft of Rs.500/-, favouring Bank of Maharashtra and payable at PUNE. The application form submitted at any other Dept. or dropped in any box and if not received within stipulated time will be summarily rejected.
18. It is necessary that bidders must have office at Pune or a full-fledged branch office at Pune if its head/registered office is at somewhere else. Applicant shall submit necessary details of address of branch/office located at Pune.
19. The successful applicant/s will have to execute separate agreement with Bank & all the costs and applicable stamp duties will have to be borne by the applicant.
20. In case of major or minor breakdown, the Engineer of the company will attend the work within 2 hours of the call & the equipment is under repair & not for attaining beyond 4 hours, a standby arrangement of the equipment is to be done by the company.
21. If company fails to make standby arrangement as stated above and the work of the user is hampered beyond 4 hours for any reason, the proportionate rent for number of days of default will be deducted from the bill amount. Till the company provides the equipment or take necessary action in restoring the machine to working condition, the user has got right to deduct proportionate rent for number of days of default and penalty of Rs. 100 per day per machine from the monthly bill payable, without prejudice to the right of the Bank to terminate the contract.
22. If the incidents of breakdown of the equipment occurs more than thrice a month, the company has to replace the equipment otherwise the user can terminate the contract by giving one month notice.
23. The life duty of machine would be 9 lakh copies & when the equipment takes out this much copies before completion of agreement period validity, the company has to replace the machine by new one.
24. In case L1 backs out, Bank reserves the right to entrust work to L2, provided L2 agrees to carry out work on L1's rates. In that case, EMD of L1 will be forfeited. The bank reserves the right to split the work in the ratio 70:30 between L1 & L2 vendors at L1 rates
25. The photocopier machines to be supplied be enabled with following feature
 - I) Scan the file
 - li) Back to back printing/copying
 - lii) Copying /Printing capacity of machine of paper size A3-A6
 - IV) Machine should have Network printer & network Colour scanner
 - v) Machine should be digital multifunctional
 - vi) Paper feeding capacity of machine should be 02 paper cassettes.
 - vii) Copy Print Speed- 25 ppm, Memory Size-256 Mb
 - viii) It should have facility to connect to multiple PC' S through network.
 - ix) Machine supplied shall be of reputed makes
 - X) Imaging System- Laser Dry Electrostatic Transfer
 - xi) Standard Duplex printing & support for USB Print & Scan
 - xii) Print Technology- Laser
 - xiii) Window supported System

26. ARBITRATION :

26.1 The Bank and the Vendor shall make every effort to resolve amicably by direct informal mutual discussion, 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).

26.2.All disputes of differences of any kind whatsoever shall at time ,arise between the parties hereto touching or concerning the providing services or the execution thereof this contract or effect thereto or the rights or liabilities of the parties or arising out of or in relation thereof whether during or after determination for closure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contractor, to the other of them and to the Appointing Authority who shall be appointed for the purpose by the Bank be referred for adjudication to a sole Arbitrator to be appointed as herein after provided.

26.3.If the dispute is not redressed within 30 days from the date of reference by a party, the parties may appoint an Arbitrator on mutual consent and the dispute may be resolved by the Arbitrators appointed as per provisions of Arbitration and Conciliation Act. The Award of the Arbitration shall be final and binding on both the parties.

26.4.If the Arbitrator so appointed is unable or unwilling to act, resigns to appointment or vacates his office due to any reasons whatsoever another sole Arbitrator shall be appointed as aforesaid.

26.5.The work under the contract shall, however, continue during the arbitrator proceedings and no payment due or payable to the vendor shall be within on account of such proceedings.

26.6.The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

26.7The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

26.8.The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. Arbitration proceedings shall be conducted in Pune. Language shall be in English.

26.9.The fees, if any of the Arbitrator shall, if required to be paid before the award is made and published, be paid half by each parties. The costs of the reference and of the award including the fees, if any, of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and may fix or settle the amount of costs to be paid. The place of arbitration shall be Pune.

26.10The award of the Arbitration shall be final and binding on both the parties,subject to aforesaid the provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceedings under this clause.

27. It is also a term of the contract that if bidders(s) do/does not make any demand for arbitration in respect of any claim(s) within 90 days of receiving intimation from the Bank that the bill after due verification is passed for payment of a lesser amount, or otherwise, the bidder's right under this agreement shall be deemed to have been forfeited and the Banks shall be relieved and discharge of their liability under this agreement in respect of such claim(s). Further, it is agreed that for the purpose of this clause, such notice is deemed to have been received by the bidders(s) within 2 days of posting of the letter by the Bank or when delivered by hand immediately after receipt thereof by the bidder(s) whichever is earlier. Further, a letter signed by the officials of the Bank that letter was so posted to the bidder(s) shall be conclusive.

28. **Governing Laws:**

This agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Pune shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

29. **Termination:**

If bidder fails to provide the machine within 07 days from receiving the work order then bank may terminate the contract and EMD amount along with performance security deposit will be forfeited. Bank may also initiate any other legal action as deemed fit including black listing of the vendor.

I / We hereby declare that I/We have read and understood the terms and conditions and that we shall abide by them if the work is awarded to us

Date:

Seal & Signature of Tenderer

D - PRE QUALIFICATION CRITERIA

Eligibility Criteria:

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

- 1) Bidder should have valid Registration of PAN, GST,ESI, PF and income Tax clearance certificate etc.
- 2) The bidder should have average annual turnover of more than 30.00 lacs during the last three financial years i.e. FY 2017-18 ,2018-19&2019-20-If audited statements are not available then provisional statement certified by CA will suffice. (Valid CA certificate/ P & L statement to be enclosed)
- 3) The bidder should be a profitable agency & should have shown the profits in each of last three financial years i. e. FY 2017-18,2018-19,2019-20- If audited statements are not available then provisional statement certified by CA will suffice. (Valid CA certificate/ P & L statement to be enclosed)
- 4) The bidder should have successfully executed minimum **single** work of similar type, with 10 number of supply of photocopier machine, during last three years (Proof of the same should be submitted for having successfully completed the work)

OR

- 5) The bidder should have successfully executed minimum **two** works of similar type, with 20number of supply of photocopier machine during last three years (Proof of the same should be submitted for having successfully completed the work)

OR

- 6) The bidder should have successfully executed minimum **three** works of similar type, with 30 number of supply of photocopier machine during last three years (Proof of the same should be submitted).
- 7) The bidder should not have been blacklisted by any PSU Bank or enterprise /Private Bank/NBFC/Co-operative Bank/Govt. department during last 05 years. **A written undertaking has to be given by the bidder on their letter head.**

- 8) **Similar work means the scope of work shall be relevant to the supply of new photo copier machine at rental basis.**
- 9) **Completion Certificate:** Bidder shall submit the completion certificate for above Sr No.4/5/6 mentioning the scope of work , rental bill amount, year, duration of work etc. from the competent authority of client.

DETAILS OF BIDDERER

1. Name of the firm :

1 a) Address (Head Office) :

Telephone No. :

Office :

Residence :

Mobile :

Fax :

E-Mail :

1 b) Address (Local Office) :

Telephone No. :

Office :

Residence :

Mobile :

Fax :

E-Mail :

2.a) Whether proprietary/partnership/ Pvt. Ltd. / Public Ltd. (certificate of registration to be enclosed as Annexure-I). :

b) Name of the Proprietor, Partners, Directors

I)

II)

c) Year of establishment :

3. Registration with Tax Authorities :

i) Income-tax (PAN) No. :

ii) G S T No. :

iii) EPF Reg. No. :

iv) ESI Reg. No. :

v) TIN / VAT No. :

vi) WCT Reg. No. :

(copies of certificates of registration with relevant authorities to be enclosed as in Annexure-II)

4. Names of the Bankers with address & telephone numbers:

Sr no.	Name of the Bank	Branch	Since when banking	Contact Person & Tel. No.
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5. Furnish copies of audited balance-Sheet and Profit & Loss A/C. for the last 3 years) : Enclosed / Not enclosed
2017-18, 2018-19,2019-20 If audited statements are not available then provisional statement certified by CA will suffice.

6. Empanelment with Govt. / Public Sector / Banks (certificates of Empanelment to be enclosed)

Name of the Organization	Year since empanelled

7. Give details if involved in litigation at present in similar type of contracts:

Sr. No.	Name of Project	Name of Employer	Nature of work	Work order dated	Date of completion of work	Value Rs.

8. Details of civil suit, if any, that arose :
during execution of contract in the past 5 years.

9. Name & relation, if any, with the **staff member of Bank of Maharashtra**. Please give his/her present posting & contact no.

10. Details of photocopier machine provided on rental basis during the last 3 years:

Type of work	Work executed for (name of the Institution / Body)	Nature of work (in brief)	Location	Value Rs.	Duration of work with date of Commence and completion	If work left incomplete or terminated (give reasons)

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11.Details of work on hand (photo copies of performance certificate, work orders issued by valued clients, preferably Banks, Govt., Semi-Govt. Bodies should be enclosed).

Type of work	Work executed for (name of the Institution / Body)	Nature of work (in brief)	Location	Value Rs.	Duration of work, stipulated time	Present stage of work

12 .LIST OF NAME/S OF PROPRIETOR / PARTNERS & EMPLOYEES:

Name	Qualifications	Experience	Particulars of work done	Employed in your firm since	Value of work done

13. Turnover in last 3 years:

Sr. No.	Year	Turnover (Rs. in lacs)	Income-tax paid	GST / Service Tax paid	Amount of Profit
1					
2					
3					

(Copies of income-tax returns /assessment orders for each year to be enclosed)

14. List of equipments / machinery owned:

Sr. No.	Name of equipment	Year of manufacture	Nos. available

15.Supply of photocopier machine on rental basis.

[For Authorised Vendors/ Dealers only]

Sr. No.	Name of the activity	Work for which empanelment is sought
1	Supply of photocopier machine on rental basis [Manufactures/Authorised dealers/Vendors only]	

E- GENERAL CONDITIONS OF CONTRACT

1. Tender document

- i. The entire set of tender papers issued to the Bidder should be submitted full priced including stamp & signed on all the pages which will indicate the acceptance of tender papers by the Vendor. If any page is not stamped and signed which will indicate non acceptance of terms and conditions and bid will be summarily rejected.
- ii. The schedule of quantities shall be filled in figures and words.
- iii. The "Rate" column to be legible filled in English Figure.
- iv. Rental charge & per copy photocopying charge in column to be filled for each item "
- v. All corrections are to be initiated. (In case of any errors/ omission in the quoted rates,)
- vi. Only one rate should be quoted for each item(s).
- vii. No modifications, writing or corrections can be made in the Price Bid by the Bidder. Only typed figures and rates permitted.
- viii. The Bank reserves the right to reject the lowest or any offer and also to discharges any or all offers for each sections or to split up and distributed any item of work to any firm or firms, without assigning any reason.
- ix. The Bidder should note that the tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, work able and self-supporting. If called upon by the Bank detailed analysis of all the rates shall be submitted by the Bidder. The Bank shall not be bound to recognize the bidder's analysis.
- x. The Bank has power to add to, omit from any quantity of work as shown in the tender or described in specifications.

2. AGREEMENT

The successful bidder may be required to sign agreement as may be drawn up to fit local conditions and shall pay for all stamps and legal expenses thereto.

3. PERMITS AND LICENCES

- i. Permits and licenses for release of materials which are under Government control will be arranged by the bidder. The Bank will render necessary assistance, sign any form or applications that may be necessary.
- ii. It may be clearly understood that no compensation or addition charges can be claimed by the bidder for non-receipt of controlled materials in due time on this account or according to his own requirements.
- iii. The Bank shall be indemnified against all Government or legal actions for thefts.

4. GOVERNMENT AND LOCAL RULES

The bidder shall confirm to the provisions of all local Bye Laws and Acts relating to the Regulations etc. of the Government and Local Authorities and of any company with whose system the structure is proposed to be connected. The bidder shall give all notice required by said Act, Rules, Regulations and Byelaws etc and pay all fees payable to such authority /authorities for execution of the work involved..

5. **TAXES AND DUTIES**

The Bidder must include in their quotation prices quoted for all duties, royalties etc. but only GST should be charged separately as applicable. No extra claim on this account will, in any case, be entertained.

6. **RETENTION MONEY/ SECURITY DEPOSIT**

- i. The total security deposit will be retained money for the defect liability period.
- ii. The retention money i.e. the total security deposit will be refunded to the successful bidder 15 days after the end of defect liability period provided he has satisfactorily carried out all the work and attended to all defects in accordance with the conditions of contract. No interest is allowed on retention money. If bidder doesn't shows willingness nor he rectifies the noticed defects then bank may get the said defects rectified from other agencies at risk & cost of the said vendors.

7. **PENALTY/ LIQUIDATED DAMAGES**

Should the service not provided to the satisfaction of the bank within the stipulated period, the successful bidder shall be bound to pay to the bank a sum calculated as **0.15% of tender amount/contract amount** per week or part thereof. Subject to a ceiling of **10%** of the accepted contracted sum by way of Penalty/ liquidated damages. **In addition to the above mentioned Penalty/ liquidated damages there will be penalties on missing mile stones.** This mile stone penalties will be **0.15 %**(of Total work order value) per day. The mile stones for penalty will be as per project schedule issued and agreed by the vendor before starting the project.

8. **VENDOR'S EMPLOYEES**

The vendor shall employ technically qualified and competent technician for servicing of machine.

9. **No labour below the age of Fourteen years and who is not an Indian National shall be employed on the work.**

10. **No labour supplied by the vendor to be engaged on the work on day work basis either wholly or partly under order or control of the Bank or his representative shall be deemed to be person employed by the vendor.**

11. **The vendor shall comply with the provisions of all labour legislation including the requirements of:**

- i. The Payment of wages Act
- ii. Workman's Compensation Act.
- iii. Contract Act
- iv. Apprentices Act 1961
- v. Minimum Wages Act.
- vi. Any other Act or enactment relating thereto and rules framed there under from time to time.

12. **The vendor shall keep the Bank saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Bank in connection with any claim that may be made by any workmen.**

13. DISMISSAL OF WORKMEN

The vendor shall take appropriate action against the technical deployed for the work at bank on the request of the Bank, who may in the opinion of the Bank be unsuitable or incompetent or who may misconduct himself. Such discharge shall not be on the basis of any claim for compensation or damages against the Bank or any of their officer or employee.

14. ASSIGNMENT

The whole of the works included in the contract shall be executed by the vendor and the vendor shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor shall take a new partner, without written consent of the Bank and no subletting shall relive the vendor from the full and entire responsibility of the contract or from active supervisor of the work during their progress.

15. INSURANCE

The bidder must insure machine against all the risk factor at their own cost

16. ARBITRATION. (ACT: IARC-1996)

The Bank and the Vendor shall make every effort to resolve amicably, by direct informal negotiation between the respective parties, any disagreement or disputes arising between themselves under or in connection of the terms of the contract.

If after thirty days from the commencement of such negotiations between the authorized personnel designated by the Bank and the Bidder, the Bank & The Bidder have been unable to resolve contractual disputes amicably, either party may require that the disputes be referred for resolution through formal Arbitration. The provision of Arbitration and Conciliation Act, 1996 shall be applied.

Arbitration proceedings shall be conducted at Pune. Language of the arbitration shall be in English. All disputes and differences of any kind whatsoever arising out of or in connection shall be referred to Arbitration sole Arbitrator appointed by the parties by mutual consent. The Award of the Arbitrator shall be Final and binding on the parties.

17. Corrupt & Fraudulent practices

As per Central Vigilance Commission (CVC) directives, it is required that Bidders/suppliers/vendors observe the highest standard of ethics during procurement and execution of such contracts in pursuance of this policy:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution and “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or execution of contract to the detriment of Bank and includes collusive practice among Bidders (Prior to or after bid submission) designed to establish bid prices at artificial non – competitive levels and to deprive the Bank of the benefits of free and open competition.

The Banks reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

18. Force Majeure

The vendor will be liable for any delay or failure to perform its obligations, if the delay or failure has resulted from circumstances beyond its reasonable control, including but not limited to, act of God or governmental act, political instability, epidemic, pandemic, flood, fire, explosion, accident, civil commotion, riot, mobilizations, strike, blockade, war, computer viruses, industrial dispute, labor unrest, public enemy and any other occurrence of the kind listed above, which is not reasonably within the control of the **affected party**.

The vendor agrees to give to other party a fifteen (15) calendar days written notice or informed via e-mail as soon as reasonably possible on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure.

If the event of force majeure continues for a period of more than thirty (30) consecutive days then the bank may have the option to terminate the Agreement upon written notice of such termination to the Bidder/other party.

19. Amalgamation

If the Bank undergoes an amalgamation, take over, consolidation, reconstruction, merger, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Vendor under this RFP.

20. All applicable Laws

This RFP shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Pune shall have exclusive jurisdiction over matters arising out of or relating to this RFP.

21. Severability

- If any of the provisions of this RFP may be constructed in more than one way, one of which would render the provision illegal or otherwise voidable or enforceable, such provision shall have the meaning that renders it valid and enforceable.
- In the event any court or other government authority shall determine any provisions in this RFP is no amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought and affords the parties the same basic rights and obligations and has the same economic effect as prior to amendment.
- In the event that any of the provisions of this RFP shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, then such provision shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make such provisions valid and effective, provided however, that on the revocation, removal or diminution of the law or provisions, as

the case may be, by virtue of which such provisions contained in this RFP were limited as provided hereinabove, the original provisions would stand renewed and be effective to their original extent, as if they had not been limited by the law or provisions revoked. Notwithstanding the limitation of this provision by nay law for the time being in force, the Parties undertake to, at all times observe and be bound by the spirit of this RFP.

22. Solicitation of employees

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of the employment discussions with the other party.

23. Sanctions for Violations:

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

- 1.1.1. 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.
- 1.1.2. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit / Performance Bond /performance security deposit (after the contract is signed) shall stand forfeited either fully or partially, as decided by the Bank and the Bank shall not be required to assigning any reason therefore.
- 1.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 1.1.4. To recover all sums already paid by the BANK, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of Bank of Maharashtra, 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 BANK in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 1.1.5. To encash the advance Bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the Bank, along with interest.

- 1.1.6. To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Bank resulting from such cancellation/rescission and the BANK shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- 1.1.7. To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BANK.
- 1.1.8. 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.
- 1.1.9. In cases where irrevocable letter of credit have been received in respect of any contract signed by the BANK with the BIDDER, the same shall not be opened
- 1.1.10. Forfeiture of Performance Bond in case of a decision by the BANK to forfeit the same without assigning any reason for imposing sanctions for violation of this Pact.

24. 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.

25. (i) 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.

(ii) 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.

(iii) 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

(iv) 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

F- DECLARATION
Annexure-I

1. I / We have read the instructions appended to the Pro-forma and I / We understand that if any false information is detected at a later date, future contract if any made between ourselves and Bank of Maharashtra, on the basis of the information given by me / us can be treated as invalid by the Bank and I / We will be solely responsible for the consequences.
2. I / We agree that the decision of Bank of Maharashtra in selection of vendor/consultants will be final and binding to me / us.
3. All the information furnished by me/us hereunder is correct to the best of my/our knowledge and belief.
4. I / We agree that I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets.
5. I / We agree that I / We have not applied in the name of sister concern for the subject empanelment process.

Place :
Date :

SIGNATURE
NAME & DESIGNATION
SEAL OF ORGANISATION.

Annexure-II
Certificate/Undertaking

1. Certified that I / we have visited the site on _____ and assessed the nature and amount of work involved before submitting our offer. We will be able to execute the work within the available site condition.
2. I undertake that I / we have visited the place of “-----, Bank of Maharashtra, -----”, and noted the quantities, existing electrical connections, etc.
3. Materials supplied by us will be suitable for in the existing location / condition with sufficient space all around. No extra cost will be claimed by me later for any difficulties/modifications involved for total execution of all the Interior works mentioned in the tender. I also understand that the work, if required to be completed on priority basis, so we are ready to work in day / night hour subject to availability of site/space.
4. I hereby abide for the rates which are quoted by me for each items considering all specification, standard procedure .

(Signature of Vendor):

(NAME):

(SEAL):

(Above certificate/ undertaking is to be given on the Letter Pad of the Vendor)

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

UNDERTAKING REGARDING BLACKLISTING/ NON-DEBRMENT

To,
Assistant General Manager,
Corporate Services
Head Office, Lokmangal
Bank of Maharashtra
Shivajinagar, Pune – 5

We here by confirm and declare that we, M/s----- is not
blacklisted/De-registered/debarred by any Government department/ Public Sector Undertaking/
Private Sector/ or any other agency for which we have executed/undertaken the works/services
during the last 05 years.

For -----

Authorized Signatory
Date:

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 recognized 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.

(g) 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. 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 _____ 2020 at _____

(month) (place)

For and on behalf of _____

Name		
Designation		
Place		
Signature		

For and on behalf of _____

Name		
Designation		
Place		
Signature		

QUERIES RELATED TO RFP
ANNEXURE V

RFP :		EMPANELMENT OF BIDDER FOR PROVIDING NEW PHOTOCOPIER MACHINE ON RENTAL BASIS			
SERVICE PROVIDERS NAME					
Sr No	Page #	Point / Section #	Main Section name	Clarification point as stated in tender document	Comment / Suggestions

(The above queries can be submitted by email prior to Pre-bid meeting date)

H - AGREEMENT
PRINTING AND COPYING SERVICES AGREEMENT

This Agreement made on this _____ (date) day of _____ (Month) _____ (Year) _____, **at Pune**
between

M/s _____, a Private Limited Company, having its registered office at (Herein after referred to as Company "**term shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns**"), **Of the first part.**

AND

Bank of Maharashtra, Lokmangal 1501, Shivajinagar, Head office, Pune . A Bank constituted by the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 and having its Head Office at Lokmanagal 1501 Shivajinagar ,Pune 411005(hereinafter called the " Bank" having its Registered Office at Bank of Maharashtra, Head office, Pune (hereinafter referred to as "USER") term shall, unless repugnant to the context or meaning thereof ,mean and include its successors and permitted assigns, of the Other Part .

Whereas the User has floated RFP on _____ for empanelment of vendor to provide printing and copying services with Digital Multifunction Devices with printing and scanning, E-sorting, Back to Back printing, Laser technology, zoom etc.(herein after referred as the 'Equipment') on chargeable basis on certain terms and conditions set out below.

AND WHEREAS Company at the request of the User has agreed to give the service as mentioned in Annexure "A" subject to the terms and conditions herein after mentioned.

NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. TERMS OF THE AGREEMENT AND THE AGREEMENT

This service agreement shall be for duration of 24 months commencing from the date of the calendar month in which the Equipment is delivered to the user. In Case of first month of delivery it will be proportionate.

- A. The service agreement shall be for a minimum period of 24 months within this period , company shall ensure continuous services without any breakdown.
- B. Company in consideration of the rental charges as set out in clause 2 (i) below, has agreed to give on rent and the user has agreed to take on rent, the equipment for the terms hereof subject to the terms & conditions set out herein.
- C. Nothing herein contained shall give or convey to User any right ,title or interest in and to the equipment except as a user.

D. The life cycle of the machine would be 09 lacs copies and when the machine takes out this much of copies before completion of lease period, the company has to install a new machine at the same terms & conditions stated in this agreement.

2. RENTAL CHARGES :

I) The user shall pay printing and copying charges as set out here below. The charges shall commence from the calendar month in which the equipment is delivered to the user. In case of first month it will be proportionate. Rental Charges are due and payable within next 15 days of submission of bills in every calendar month.

Rental charges per machine per month:

Fixed Rent = Rs. /- per month (exclusive GST) towards initial free copies per

Machine per month, all copies & prints rolled over and above copies to be charged @Rs

paisa per copy for A4 Paper & Paisa for A3 Paper (exclusive of GST)

II) The Rental charges include all expenses towards repairs , services, consumables or maintenance of the equipment. The User shall pay necessary maintenance charges as agreed @ Paisa per copy per month for A4 Paper & Paisa for A3 Paper for all copies over and above free copies if any, per month per machine, reckoned from 1 st of the month to the last day of the month. The company shall give bill to the user before 5 th of the next month and user shall make payment within 15 days of receipt of bill submission.

III) The company irrevocably agrees that rent payable hereunder will not be increased for any reason.

IV) In case of major or minor breakdown the engineer of the company will attend the work within 02 hours of the call and the equipment under repairs and not functioning beyond 04 hrs a standby arrangement of the equipment is to be done by the company.

V) If company fails to make standby arrangement as stated above and the work of the user is hampered beyond 48 hours for any reason, the proportionate rent for no. of days of default will be deducted from the bill amount. Till the company provides the equipment or take necessary action in restoring the machine to working condition, the User has got right to deduct the proportionate rent for no. of days of default and penalty of Rs. 100 per day from the day one from the monthly bill payable, without prejudice to the right of the bank to terminate the contract.

VI) If the incidents of breakdown of the equipments occurs more than thrice a month the company has to replace the equipment otherwise the user can terminate the contract by giving one months notice.

3. Place of installation of Equipments:

Bank Of Maharashtra, Head Office ,1501, Lokmanagal Shivajinagar ,Pune-5 and other offices located at different places within PMC & PCMC limits .

4. Company Rights :

The Company Shall be entitled without any let or hindrance to depute its employees or authorized representatives to enter the users premises at all reasonable times during working hours of the bank to inspect or process or repossess the equipment on earlier termination of this agreement or expiry of term thereof.

5. USERS OBLIGATIONS :

- i) User shall pay the rental charges as mentioned above punctually under all circumstances whatsoever excluding equipment down.
- ii) User shall not dispose off , hypothecate, mortgage, pledge or otherwise encumber the equipment in any manner, not permit the same to be put under distress sale or attached or sold in execution of any decree or order of any court or other authority.
- iii) User shall not transfer or assign in any manner his interest or rights as user in the equipment to any one nor permit the same to be used and operated by any other person under any license.
- iv) The user agrees and undertake that the equipment is and shall at all times continue to remain the property of company and the user shall not have rights ,title or interest therein and thereto except as expressly set forth in the agreement. The user shall hold the equipment as Baillie of the company subject to wear and tear.
- v) The user shall return the equipment on the expiry of the term hereof to company .It is the responsibility of the company to shift the equipment within 24 hours.

6. TERMINATION OR DETERMINATION AND ON SEQUENCES THEREOF :

This agreement shall be terminable by the user Bank with prior notice of 01 months in writing

Liquidated Damages

7. Bank will consider the inability of the company to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the bidder. The liquidation damages represent an estimate of the loss or damage that Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, Operationalization, implementation, training, acceptance, warranty, maintenance etc. of the server & storage equipment proposal) by the bidder.

Installation will be treated as incomplete in one/all of the following situations:

- Non-delivery of any component or other services mentioned in the order

- ▶ Non-delivery of supporting documentation
- ▶ Delivery/Availability, but no installation of the components and/or software
- ▶ Ill-integration
- ▶ System operational, but unsatisfactory to Bank

If the bidder fails to deliver any or all of the Goods or perform the services within the time period(s) specified in the contract, Bank shall without prejudice to its other remedies under the contract, deduct from the Contract Price ,as liquidated damages.

8. TIME BEING ESSENCE OF CONTRACT

It is agreed by the parties that time shall be essence in so far it relates to the observance or performance by the user as well as company of any of its obligation under this agreement.

9. ARBITRATION AND JURISDICTION

9.1. The Bank and the Vendor shall make every effort to resolve amicably by direct informal mutual discussion, 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).

9.2.All disputes of differences of any kind whatsoever shall at time ,arise between the parties hereto touching or concerning the providing services or the execution thereof this contract or effect thereto or the rights or liabilities of the parties or arising out of or in relation thereof whether during or after determination for closure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contractor, to the other of them and to the Appointing Authority who shall be appointed for the purpose by the Bank be referred for adjudication to a sole Arbitrator to be appointed as herein after provided.

9.3.If the dispute is not redressed within 30 days from the date of reference by a party, the parties may appoint an Arbitrator on mutual consent and the dispute may be resolved by the Arbitrators appointed as per provisions of Arbitration and Conciliation Act. The Award of the Arbitration shall be final and binding on both the parties.

9.4.If the Arbitrator so appointed is unable or unwilling to act, resigns to appointment or vacates his office due to any reasons whatsoever another sole Arbitrator shall be appointed as aforesaid.

9.5.The work under the contract shall, however, continue during the arbitrator proceedings and no payment due or payable to the vendor shall be within on account of such proceedings.

9.6.The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

9.7The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

9.8.The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. Arbitration proceedings shall be conducted in Pune. Language shall be in English.

9.9.The fees, if any of the Arbitrator shall, if required to be paid before the award is made and published, be paid half by each parties. The costs of the reference and of the award including the fees, if any, of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and may fix or settle the amount of costs to be paid. The place of arbitration shall be Pune.

9.10.The award of the Arbitration shall be final and binding on both the parties,subject to aforesaid the provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceedings under this clause.

This agreement shall be construed and interpreted in accordance with and governed by the laws of India and courts at Pune shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

Signed by:
For and Behalf of

Signed by (On behalf on Bank):
For and Behalf of

M/s _____
Authorized Signatory
Name ;
Designation

Bank Of Maharashtra
Authorized Signatory
Name ;
Designation

In witness hereof, the parties hereto have respectively set their signatures in the presence of:

- 1.
- 2.

ANNEXURE-A

- 1) Period of Rental 36 months from the date of the installation of the equipment
- 2) Description of the Equipment Model as specified in agreement
- 3) Rental charges Rs. /-per month per machine with free copies 10000 per month per Machine
- 4) Maintenance Charges @ Rs. paisa per copy for A4 Paper & Paisa for A3 Paper over and above copies per machine per month excluding GST
- 5) Maintenance charges shall be applicable from the day one of installation and exclude only paper from Banks side and all types spares parts and consumable supply repair and other maintenance expenses either major or minor for the satisfactory operation of the machine will be from the account of company.

I - PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of month of _____, between on one hand, Bank of Maharashtra through authorized official Shri. **(Name of Executive)**, 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 an 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:

1.2. 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.

1.3. 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.

- 1.4. 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/Section2(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. 0.50 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 Contract Period 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:

Any breach of the aforesaid provisions by the BIDDER or any one employed by its or action on its behalf (Whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required :

- 6.1.1. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- 6.1.2. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assigning any reason therefore.
- 6.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 6.1.4. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Buyer in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 6.1.5. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- 6.1.6. To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- 6.1.7. To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- 6.1.8. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

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

7. Fail Clause:

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

8. Independent Monitors:

- 8.1. The BUYER has appointed Independent Monitors (_____)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 subvendors. 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 at Pune & language shall be in English Only.

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 3 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:
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) : _____

LIST OF ENCLOSURES:

ANNEXURE NO.	PARTICULARS	TICK IF ENCLOSED
I	Certificate of registration of Company / partnership deed.	
II	Certificates of registration with Income Tax, GST, EPF, ESI and VAT / TIN authorities.	
III	Solvency Certificate.	
IV	Audited Balance Sheet & Profit & Loss A/c. Statement for last three years.	
V	Certificates of Registration with Govt. / Public Sector / Banks.	
VI	Copies of work orders along with photocopies of relevant TDS certificate, satisfactory completion certificate mentioning value of work.	
VII	Copies of performance certificate, work orders issued by valued clients, preferably Banks, Govt., Semi-Govt. Bodies.	
VIII	Copies of income-tax returns / assessment orders for previous 05 years.	
IX	Pre Contract Integrity Pact	
X	Financial Bid	
XI	The rates and amount filled in the commercial bid is in TYPED FORM.	
XII	Declaration –Annexure-I,II,III,IV	
XIII	Annexure-V	

Note: In absence of any of the above enclosures, your application is likely to be rejected.

ANNEXURE - PROFORMA FOR BANK GUARANTEE - PAYMENT OF SECURITY DEPOSIT

BANK GUARANTEE

Bank Guarantee No.	_____
Bank Guarantee Amount	_____
Expiry Date	_____
Claim Amount	_____
Account	<i>M/s .</i>

THIS GUARANTEE AGREEMENT executed at _____
this _____ day of _____ Two Thousand-----.

BY

_____ Bank, a body corporate constituted under Banking Corporation (Acquisition and Transfer of Undertakings) Act, 1980, having its Registered Office/ Head Office at _____, and a Branch Office at _____ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors and assigns)

Bank of Maharashtra,, a body corporate constituted under Banking Companies (Acquisition and transfer of Undertaking) Act, 1970 and having its Registered office at 1501, Lokmangal, Shivajinagar, Pune – 411005 (hereinafter referred to as "**Bank**" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

- 1.**WHEREAS** the Bank pursuant to the Tender Documents, general terms and conditions of Contract, Letter of Indent (LOI) for Execution of taking photocopier service on rental basis at Lokmangal & other location in PMC area at Pune under Head Office,Pune and the Agreement (hereinafter collectively referred to as “the said documents”, the Bank has agreed to taking service from M/s..... and M/s..... has agreed to provide service of photocopier machine supplied by company , service more particularly described on the said documents (hereinafter collectively referred to as “**To Supply of new photocopier machine on rental basis**”) subject to the terms, conditions, covenants, provisions and stipulations contained the said documents.
- 2.**AND WHEREAS** pursuant to the above arrangement, the Bank, has placed Work Order Order for provide new photocopier machine on rental basis (hereinafter referred to as “**The Work Order**”), with M/s.(Hereinafter referred to as “**Vendor**” which expression shall unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors), subject to the terms and conditions contained in the said documents and the Contractor has duly confirmed the same.
- 3.**AND WHEREAS** the Contractor has returned the duplicate of the Work Order duly signed in token of its unconditional, unqualified and absolute acceptance, vide its letter dated _____ and has confirmed the performance/ execution of the Rate Contract and the said documents.
- 4.**AND WHEREAS** the said documents and the unconditional, unqualified and absolute acceptance by the Contractor are hereinafter collectively referred to as “**the Contract**”.
- 5.**AND WHEREAS** in terms of the Contract, the Contractor has agreed to procure an unconditional and irrevocable performance bank guarantee, in favour of the Bank, from a Scheduled Bank acceptable to the Bank for securing towards faithful observance and performance by the Contractor of the terms, conditions, covenants, stipulations, provisions of the Contract.
- 6.**AND WHEREAS** at the request of the Contractor, the Guarantor has agreed to guarantee the Bank, payment of Rs.-----/- (Rupees in words Only) towards faithful observance and performance by the Contractor of the terms of the Contract.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

In consideration of the premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees to the Bank as follows:

1.The Guarantor hereby guarantees and undertakes to pay, on demand, to the Bank at its office at ----- forthwith, an amount of Rs.-----/- or any part thereof, as the case may be, as aforesaid due to the Bank from the Contractor, towards any loss, costs, damages, etc. suffered by the Bank on account of default of the Contractor in the observance and performance of the terms, conditions, covenants, stipulations, provisions of the Contract, without any demur, reservation, contest, recourse or protest or without any reference to the Contractor. Any such demand or claim made by the Bank, on the Guarantor shall be conclusive and binding notwithstanding any difference or any dispute between the Bank and the Contractor or any dispute between the Bank and the Contractor pending before any Court, Tribunal, Arbitrator, or any other authority.

2.The Guarantor undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.

3. The Bank shall be the sole judge to decide whether the Vendor has failed to perform the terms of the Contract by the Vendor to the Bank and on account of the said failure what amount has become payable by the Vendor to the Bank under this Guarantee. The decision of the Bank in this behalf shall be conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.

4. To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank.

5. The liability of the Guarantor, under this Guarantee shall not be affected by _

- i) any change in the constitution or winding up of the Vendor or any absorption, merger or amalgamation of the Vendor with any other Company, Corporation or concern; or
- ii) any change in the management of the Vendor or takeover of the management of the Vendor by the Government or by any other authority; or
- iii) acquisition or nationalization of the Vendor and/or of any of its undertaking(s) pursuant to any law; or
- iv) any change in the constitution of the Bank; or
- iv) any change in the set up of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or
- v) the absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.

6. Notwithstanding anything contained hereinabove, the liability of the Guarantor hereunder shall not exceed Rs.-----/- (Rupees in words Only)
7. This Guarantee will expire on two year from the date of Guarantee. Any demand or claim under this Guarantee must be received by the Guarantor within Six months from the date of expiry of the Guarantee and if no such demand or claim has been received by the Guarantor by the date mentioned as aforesaid, then all the rights of the Bank under this Guarantee shall cease.
8. For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of Pune city where the Bank has its Head Office shall alone have jurisdiction to the exclusion of all other courts.
9. Notwithstanding anything herein:
 - a. The Bank's liability under this Bank Guarantee shall not exceed Rs ----- (Rupees-----)
 - b. This Bank Guarantee shall be valid upto ----- and
 - c. The Bank is liable to pay the Guaranteed amount or part thereof under this Bank Guarantee only and only if the beneficiary serves upon the Bank a written claim or demand on or before----- (Date of Expiry of Guarantee)
 - d. Every Guarantee shall be issued (regardless of the guarantee period) with a minimum claim period of one year from the date of expiry on top of the guarantee period so as to avail benefit of Exception 3 of the Section 28 of the Indian Contract Act, 1872.

Or

If a Bank Guarantee is issued with a claim period of less than one year on top of the guarantee period, then such guarantee will not have the benefit of Exception 3 of the Section 28 of Indian Contract Act, 1872.

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY

the within named Guarantor,

by the hand of Shri. _____,

its authorised official.

Note :-

- a) **The Name and Designation of the Authorized officer(s) of the bank should be compulsorily mentioned.**
- b) **A copy of the resolutions/power of attorneys authorizing the officer(s) for executing the aforesaid guarantee**

PART-II

PRICE BID

PRICE BID

SUB : Empanelment of Vendor for Providing New Photocopier Machine On Rental Basis

In response to your above enquiry, we hereby submit our offers as under for providing photocopier machine on Rental Basis.

(The rates and amount in the commercial bid shall be in TYPED FORM. The handwritten filled commercial bid will be summarily rejected)

A. For Black & White Printer:

Sr No.	Description		Qty	Rate for per month per machine (Rs)	Amount per month in (Rs)
			(a)	(b)	C= (a) x (b)
1.	Printer Name:		01 machine (Brand New)		
	Model No:				
	Capacity of Printer per month :				
	Rental charges per machine (inclusive of expenses towards repairs, services, consumables or maintenance of the equipment)				
			TOTAL 1.		
Sr No.	Description		Qty in numbers per machine (Average) per month.	Rate (Rs) (Per copy rate)	Amount per month per machine (Rs)
			(a)	(b)	C= (a) x (b)
2	Per copy service charges (Quantity is assessed based on average use per month) (Upto 35,000 copies)	(a)A4-Black print	15000		
		(b)A3-Black Print	1000		
		TOTAL 2.			
3	Per copy service charges (copies from 35,001 to 50,000)	(a)A4-Black print	Quoted rate only (QRO)	Per page Rs _____	
		(b)A3-Black Print	Quoted rate only (QRO)	Per page Rs _____	

Total Amount (1 +2) = _____ (In figures)

Total Amount _____ (in Words)

Date :

Seal :

SIGNATURE OF THE BIDDER

B. For Colour Printer: (Only rates are to be quoted):

Sr No.	Description		Qty	Rate for per month per machine (Rs)
1.	Printer Name:		01 machine (Brand New)	Quote rate only(QRO) Rs _____
	Model No:			
	Capacity of Printer per month :			
	Rental charges per machine(inclusive of expenses towards repairs, services, consumables or maintenance of the equipment)			
Sr No.	Description		Qty	Rate (Per copy rate) (Rs)
2	Per copy service charges (Quantity is assessed based on average use per month) (Upto 35,000 copies)	(a)A4-Black print	01 page	Quote rate only(QRO) Rs _____
		(b)A3-Black Print	01 page	Quote rate only(QRO) Rs _____
		(c)A3- Colour Print	01 page	Quote rate only(QRO) Rs _____
		(d)A4 –Colour Print	01 page	Quote rate only(QRO) Rs _____
		(a)A4-Black print	01 page	Quote rate only(QRO) Rs _____

Date:

Seal

SIGNATURE OF THE BIDDER