बैंक ऑफ महाराष्ट्र प्रधान कार्यालय लोकमंगल, 1501, शिवाजी नगर, पुणे-5	बैंक ऑफ महाराष्ट्र Bank of Maharashtra भारत सरकार का उद्यम एक परिवार एक बैंक	BANK OF MAHARASHTRA Head Office LOKMANGAL,1501.SHIVAJINAGAR, PUNE-5
निगमित सेवाएं विभाग	Corporate Services Department	
टेलीफोन/ TELE : (020) 25534118	फैक्स/ FAX : (020) 25512351	
ई-मेल / e-mail: <u>agmcs@mahabar</u>	ashok.malagimani@mahabank.co.in	
AX1/CSD/ASM/2016-17	Date:01.11.2016	

TENDER NOTICE

NOTICE INVITING TENDER FOR SUPPLY OF BIS LABELLED – "A" & "BB" CLASS – 61" CASH SAFE UNDER BUYBACK AT VARIOUS (RURAL) BRANCHES ACROSS PAN INDIA

Sealed tenders are invited in two bid system i.e. Technical & Price Bid from the Original Equipment Manufacturer (OEM) having valid Registration Certificate, EPF Registration, ESI Registration, Service Tax Registration, PAN Number, VAT Registration, In Come Tax/ VAT clearance certificate, having minimum 05 years experience (as of last date) in the similar business, and having annual turnover of more than Rs.6.00 crores in respect of TRTL Safes only.

Tender documents & other details can be obtained from the above said Corporate Services Deptt. H.O. Pune OR can be downloaded from Bank's website <u>www.bankofmaharashtra.in</u>

Last date of submission of sealed tenders is 21st Nov.2016

Date : 01.11.2016

Assistant General Manager, Corporate Services Deptt. **बैंक ऑफ महाराष्ट्र** प्रधान कार्यालय लोकमंगल, 1501, शिवाजी नगर, पुणे-5



बैंक ऑफ महाराष्ट्र Bank of Maharashtra भारत सरकार का उद्यम एक परिवार एक वैंक BANK OF MAHARASHTRA

Head Office

LOKMANGAL, 1501.SHIVAJINAGAR,

PUNE-5

निगमित सेवाएं विभाग

टेलीफोन/TELE : (020) 25534118, 25532731-33to35,

Corporate Services Department फैक्स/ FAX : (020) 25512351

ई-मेल /e-mail: agmcs@mahabank.co.in ; bomcocs@mahabank.co.in ;asmalagimani@mahabank.co.in

AX1/CSD/ASM/RFP/2016-17

Date:01.11.2016

TENDER NOTICE

NOTICE INVITING TENDER FOR SUPPLY OF BIS LABELLED – "A" and "BB" CLASS – 61" - TORCH AND TOOL RESISTANT (TRTL) CASH SAFES UNDER BUYBACK AT VARIOUS BRANCHES ACROSS PAN INDIA BASIS

Sealed tenders are invited in two bid system i.e. Technical & Price Bid from the Original Equipment Manufacturer (OEM) / Authorised dealers having valid Registration Certificate, EPF Registration, ESI Registration, Service Tax Registration, PAN Number, VAT Registration, In Come Tax/ VAT clearance certificate, having minimum 05 years experience (as of last date) in the similar business, and having annual turnover of more than Rs.6.00 crores in respect of TRTL Safes only.

SCHEDULE OF TENDER :

Scope of work	SUPPLY OF BIS LABELLED – "A" and "BB" CLASS – 61" - TORCH AND TOOL RESISTANT (TRTL) CASH SAFES UNDER BUYBACK AT VARIOUS BRANCHES ACROSS PAN INDIA BASIS
Cost of Tender Document	Rs.5,000.00 in the form of Demand Draft drawn in favour of Bank of Maharashtra, payable at Pune
Pre-Bid meeting	11.00 A.M. on 8 th Nov. 2016
Last Date & Time for receipt of Tender	21 st Nov. 2016 upto 5.00 P.M.
Date & Time for opening of Technical Bids	22 nd Nov. 2016 at 11.00 A.M.
Date & Time for opening of Price Bids	25 th Nov. 2016 at 11.00 A.M. (if possible)
Earnest Money Deposit	Rs.12.00 lacs in the form of Demand Draft drawn in favour of Bank of Maharashtra, payable at Pune.



OTHER TERMS & CONDITIONS :

- 1. Tender documents & other details can be obtained from the above said Corporate Services Deptt. H.O. Pune on any working day from 01.11.2016 to 21.11.2016 OR can be downloaded from Bank's website <u>www.bankofmaharashtra.in</u> under tender column
- 2. The tenders should be submitted in three sealed covers.
 - (a) The first sealed cover super scribed as "Technical Bid" should contain
 - Checklist of documents submitted
 - II. Agency profile including previous experience of supplying cash SAFE to Nationalised Banks.
 - III. Acceptance of terms and conditions there under
 - IV. All other required documents
 - (b) The second sealed envelope super scribed as "Price Bid" should contain only rates
 - (c) The third envelope super scribed as " EMD and Cost of Tender document" should contain Demand Draft for Earnest Money Deposit and Demand Draft towards the cost of Tender document.
 - (d) Total there will be 03 separate envelopes. All the above 3 envelopes shall be placed in a common sealed cover super scribed as "Tender for BIS LABELLED "A" and "BB" CLASS 61" TORCH AND TOOL RESISTANT (TRTL) CASH SAFEs and to be submitted at the above said address.
 - 3. Tenders received after, the due date and time will be summarily rejected. Incomplete and conditional tenders shall not be accepted.
 - 4. The Technical Evaluation Committee will assess the ability of the agencies to supply the goods based on its past record, profile and on such other criteria as it may fix and only those found fit will be eligible for financial bid opening.

PART -1: TECHNICAL BID

- A. Pre Qualification Criteria: Details
- B. Compliance Check List
- C. Format for declaring bidder's Sales & Service network in the country
- D. Acceptance letter of terms & conditions
- E. List of branches where Safes are to be delivered & old Safes are to be taken out



PART -1: TECHNICAL BID

(A) PRE-QUALIFICATION CRITERIA

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

- 1) Only Original Equipment Manufacturers are eligible to submit the tender
- 2) The Bidder should have valid ISO 9001 & ISO 14001 Certification.
- 3) Bidder should have current valid BIS License to manufacture supply the category & models of Cash Safes being offered (To be enclosed). BIS License will be verified separately class "A" and class "BB" and accordingly separate list of technically qualified bidder will be prepared.

Since Highest grade Safes under BIS is sought here, Bank will select any one of the Cash Safe for random testing, the bidder should arrange for testing the said randomly selected Safe from BIS recognised lab at their own cost/expenses. If the Safe fails in testing, all payments will be with held and the firm will be blacklisted . No correspondences will be entertained in this regard.

- 4) Factories of the finally shortlisted agency will be inspected by committee of officers from H.O. and from nearest Zones.
- 5) The bidder should have been registered under companies act at least 05 years earlier from date of tender application(Registration Certificate has to be enclosed)
- 6) Bidder should have valid Registration of Excise Duty, PAN, SalesTax, Service Tax, ESI & PF registrations
- 7) The bidder should have annual sales turnover of more than 6.00 Crores in India in respect of TRTL Safes during each of the last three financial years i.e FY 2013-14, 2014-15 & 2015-16 (Valid CA certificate to be enclosed)
- 8) The bidder should be a profitable organisation & should have shown the profits in each of last three financial years i.e FY 2013-14, 2014-15 & 2015-16 (Valid CA certificate to be enclosed)
- 9) The bidder should have been in the business of manufacturing & Supply of A & BB Class TRTL Cash Safes at least for last 05 years (Proof of the same should be submitted).
- 10) The bidder should have already supplied A & BB Class TRTL Cash Safes to Nationalised Bank (Proof of the same should be submitted) during last 5 years.
- 11) The firm should be original equipment manufacturer of locks for cash safes (Written undertaking should be submitted and must also give an NOC to the bank for plant visit).
- 12) The bidder / OEM should not have been blacklisted /barred or should not be under stop procurement for any security product from supplying by any PSU Bank or enterprise /Private Bank/NBFC/Co-operative Bank/Govt department in last 05 years and nor shall its name be figured in IBA caution list. A written undertaking has to be given by the bidder as well as OEM in this regard . The blacklisted firm if any will only be considered , If blacklisting is revoked subsequently & got supply orders for supply of Safe from any of the Nationalised Bank/s
- 13) The bidder should have been empanelled or having Rate contract with at least 05 public sector banks as of date (Proof of the same should be submitted).
- 14) The bidder must furnish a valid latest Bank Solvency certificate of at least Rs 6.00 Crores.
- 15) The Manufacturer should have the capacity to replace at least 30 cash safes per month(Written undertaking should be submitted to this effect) from the date of acceptance.



- 16) The bidder should have at least one office/ authorized dealer where Bank's Zonal Office is present. In case there is no presence of the bidder in that City/Town/Distt where the Bank's ZO is situated, the Bidder must show its presence in the neighboring City/Distt/Town with whom the Bank can coordinate without causing any inconvenience/delay. (Attach list of offices/authorized dealers, state wise, with address along with landline numbers and email address wrong details shall make the tender ineligible)
- 17) All Bidders have to fill in the enclosed PRE-QUALIFICATION CRITERIA CHECK LIST and enclose all supporting documents against every clause.
- 18) The Bidder/OEM must necessary comply to each and every Qualifying criteria with all relevant supporting documentary proof.
- 19) Absence of any of these details / lack of proof or lack of sufficient documents to substantiate any of the qualifying criteria shall make the tender / quote ineligible for further consideration. During the process of evaluation, if bank finds that there are any wrong details, mis-representation or false declarations given by the bidder, the bank shall have the right to disqualify and / or black list the firm and take other action as deemed necessary.
- 20) The sealed tenders super scribing the name of the work should be submitted the following before due date & Time.

The Assistant General Manager Corporate Services Dept, Bank Of Maharashtra, Head Office "Lokmangal", 1501, Shivaji Nagar, Pune 411005

- 21) The Bank does not bind itself to accept the lowest tender or any tender and reserves the right to accept or reject any or all the tenders without assigning any reasons therefore AND The Bank reserves the right to cancel in full or part thereof or postpone the tenders at any stage without assigning any reason.
- 22) The bidders may assess about the nature of work and quantum before quoting their rate.
- 23) EMD of unsuccessful bidders will be refunded within 30 days of opening of Price Bid & without any interest
- 24) The technically shortlisted agencies will have to provide presentation/ PPT on their products .
- 25) Based on the experience in the field, annual turn over and empanelment with other PSBs, the technically qualified agencies will be empanelled on our Bank's panel for supply of all types of Cash Safes initially for a period of 3 years (subject to satisfactory report).
- 26) THE SAFES SHOULD BE MARKED WITH THE MANUFACTURERS' NAME OR TRADE MARK
- 27) THE SAFE BE LEBELLED WITH THE STANDARD BIS MARK (i.e. Certification Marking) . BIS LOGO WITH SERIAL NUMBER IS MANDATORY ON ALL THE SAFES
- 28) THE KEYS SHALL BE MARKED WITH AN IDENTIFICATION NUMBER WHICH SHALL NOT BE THE SAME AS THE SERIAL NUMBER OF THE SAFE.
- 29) ADEQUATE CARE SHOULD BE TAKEN WHILE SAFES ARE INSTALLED IN POSITION WITHOUT CAUSING ANY DAMAGE TO THE EXISTING FURNITURE AND STRUCTURE OF BUILDING.



- 30) THE RATES QUOTED SHOULD BE INCLUSIVE OF THE FOLLOWING:
 - (A) VAT, EXCISE DUTY, CESS ON EXCISE DUTY AND ALL APPLICABLE TAXES/GOVT LEVY,OCTROI/ENTRY CHARGES, IF ANY.
 - (B) TRANSPORTATION CHARGES, LOADING AND UNLOADING.
 - (C) INSTALLATION & COMMISSIONING CHARGES
 - (D) TAKING AWAY THE BUYBACK OLD SAFE
 - (E) APPLICABLE VAT WILL BE DEDUCTED FROM BUYBACK PRICE OF OLD SAFE
- 31) THE FIRMS SHOULD QUOTE RATES ON THEIR LETTER HEADS, DULY SIGNING THIS LETTER IN TOKEN OF ACCEPTING THE TERMS AND CONDITIONS.
- 32) CONDITIONAL TENDERS WILL BE REJECTED.
- 33) THE BIDDERS SHOULD QUOTE IN FIGURES AS WELL AS IN THE WORDS THE RATES AND AMOUNT TENDERS BY THEM.
- 34) APPROXIMATE QUANTITY OF SAFES TO BE REPLACED IS 120 and MAY INCREASE.
- 35) MODE OF PAYMENT: RTGS / NEFT from respective branch / Zonal Office
- 36) DULY FILLED IN COMPLETE TENDER DOCUMENTS BEARING SIGNATURE OF BIDDER ON ALL PAGES OF COMPLETE TENDER DOCUMENTS (OTHERWISE LIABLE TO BE REJECTED) SHALL BE SUBMITTED IN SEALED COVERS
- 37) <u>THE NAME OF THE WORK SHOULD BE CLEARLY SUPERSCRIBED ON THE SEALED</u> COVERS. NO PAPER/SHEET SHOULD BE ALTERED IN OR DETACHED FROM THE TENDER DOCUMENTS ISSUED TO THE BIDDER. THE TENDERS SHALL BE LIABLE FOR REJECTION, IF ANY ONE OF THE ABOVE SAID REQUIREMENTS HAS NOT BEEN COMPLIED WITH.

SPLITTING OF ORDER :

The Bank reserves its right for splitting the order/ quantity between two Authorized Agents **exclusively at the discretion of the Bank.** The splitting of the order will be in 60:40 ratio, provided the L-.2 (if L2 refuses L-3 and so on) vendor agrees to match the price quoted by L1 vendor and agrees for all the terms and conditions.

ESSENTIAL TERMS OF THE OFFER :

Only those firms agreeing to the following terms of replacement should respond.

- 1. Pre-1987 Cash safes of any brand/model/size of any supplier should be exchanged.
- 2. One Single buy-back price irrespective of the size of the old safe should be indicated in the price bid separately. (No extra charges will be paid in case for shifting of Safes from first floor if any).
- 3. Free of cost of supply and installation of new safe and pick up of old safe from the respective locations.
- 4. All formalities of supply of new safes and pick up of old safes, at all identified locations shall be the responsibility of the Company.
- 5. Payment shall be released by the respective branch , on replacement of the safe.
- 6. Buy back price should be quoted as (Basic Cost+VAT seperately).



TECHNICAL SPECIFICATIONS OF BIS LISTED TORCH AND TOOL RESISTANT (TRTL) SAFES

The dimension and specification of the TRTL safes must be strictly adhering to IS 550 (Part-1)

- 1) For "Class A" TRTL Safes, the safes must be labeled with BIS having IS 550 listing mark adhering to BIS Rules for TRTL 30 X 6 rating
- 2) For "Class BB" TRTL Safes, the safes must be labeled with BIS having IS 550 listing mark adhering to BIS Rules for TRTL 15 X 6 rating
- 3) The Size of the safes must be 1340 (Internal volume-336 litres-min)as specified by BIS adhering to IS 550 (Part-1). Commonly referred as 61 "(1340 mm). Tolerance +/- 30 mm for size and 7.5 % for volume. The Safes shall be marked with IS 550 listing mark and BIS labeled

EARNEST MONEY DEPOSIT (EMD)

EMD Rs.12.00 lacs is to be paid through DD favoring Bank of Maharashtra, Payable at Pune. EMD should be submitted along with the Technical Bid. This amount will be forfeited if the bidder withdraws his bid during the period of validity or refuses to accept purchase order or having accepted the purchase order fails to carry out the obligations mentioned therein. EMD of the successful bidder/s (to whom the order is placed) shall be encashed by the Bank and shall be retained till the execution of the entire order.

- Bank Guarantee in lieu of EMD, initially will not be accepted.
- EMD shall be retained till Bank Guarantee is provided at a later stage
- No interest will be payable on EMD.
- In the event of non-submission of EMD, the offer will be rejected.

VALIDITY PERIOD OF THE OFFER

The offer should remain valid for a period of 180 **days** from the date of opening of the Technical Bid.

TECHNICAL BID REQUIREMENTS

The Technical Bid should be complete in all respects and contain all required information. It should **NOT** contain any **price** information. It is mandatory to submit the Technical Bid in the prescribed form. In case of non-submission or partial submission of technical data/details, the bank at its discretion may not evaluate the offer.



The technical offer should be paginated and submitted in an organized and structured manner in a folder/file, duly indexed and flagged. No brochures/leaflets, documents etc should be submitted in loose form. The technical bid should contain the following:-

- a) Covering letter on the prescribed format
- b) Technical specifications, Product brochures, leaflets, manuals
- c) Photocopies of required certificates/documents/proof, P&L A/c Balance Sheet, Auditors Certificate, copies of orders executed etc.
- d) BIS certifications.
- e) Service Net work details with complete details
- f) EMD as specified
- g) Vendor's profile

PRICE COMPOSITION

The price quoted shall be firm and binding without any escalation whatsoever for one year from date of acceptance..

PAYMENT TERMS :

No advance payment against purchase order. Full payment will be released at Branch level on completion of installation and acceptance thereof.

GUARANTEES

The equipment delivered to the Bank should be brand new, strictly as per BIS labeled . The Bank reserves the right to check each cash safe, before delivery to the specified locations through its Staff, at the Manufacturing location.

Since Highest grade Safes under BIS is sought here, Bank will select any one of the Cash Safe for random testing, the bidder should arrange for testing the said randomly selected Safe from BIS recognised lab at their own cost/expenses. If the Safe fails in testing, all payments will be with held and the firm will be blacklisted. No correspondences will be entertained in this regard

DELIVERY PERIOD

The delivery should be completed **within three months** from the date of issue of purchase order by the Head Office / respective Zonal Office.

PENALTY CLAUSE

Penalty shall be levied @ 1% per week of the order value, but up to a maximum of 10%



WARRANTY

The offer must include comprehensive on-site warranty of **one year** from the date of installation. OEM shall be fully responsible for the warranty in respect of design, quality and workmanship, specifications related to the equipment as a whole. Should warrant all Safes against any manufacturing defect during the warranty period. During the warranty period the vendor shall maintain the machine and repair/replace defective components, if any at the site at no additional cost to the bank.

MAINTENANCE STANDARD EXPECTED

The bidder should ensure that any cash safe reported malfunctioning should be set right within 3 (three) working days of reporting by the branch.

S/N	Pre Qualification Criteria	Valid Supporting documents to be submitted with the Bid	Compliance (Y/N) (With documents)
1	Are you an ISO Certified organisation	Valid ISO 9001 and ISO 14001 certifications	
2	Have you been registered under the Companies Act at least 5 years prior to the date of Tender notice	Date of Registration:	
3	Do you have Valid Excise duty registration at least 5 years prior to the date of Empanelment/Tender notice	Date of Registration:	
4	Do you have valid PAN, Sales Tax, VAT, Service Tax, ESI and PF registrations.	Valid registration Certificates/details	PAN: Sales Tax: Ser Tax: ESI: PF:
5	Is your annual sales turnover is more than Rs. 6.00 Crores or higher (incase of Safe) in each of the last 3 financial years, i.e. FY 2015-16 ,2014-15 & 2013-14 for sales in TRTL Safes	Latest CA's certificate and Audited Balance sheets & Profit & Loss Statements of last 3 financial years - (2015-16, 2014-15, 2013-14) mentioning the turnover. Turnover (Cr.) 15-16 14-15 13-14 Gross IIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII	
6	Are you a profitable organization in India having profit in each of the last 3 financial years. i.e. FY 2015- 16, 2014-15, 2013-14	Latest CA's certificate indicating quantum of profitin each of the last 3 financial years - 2014-15,2013-14 and 2012-13 along with Audited Balancesheets & Profit & Loss Statements of last threeyears.Crores15-1614-1513-14Profit after Tax	
7	Are you in the business of Manufacturing, Supply & Installation of A & BB CLASS - TRTL Safes for at least 5 years.	Valid Purchase Order Copies and Invoice/Bill copies for such Bank Branches in the last 05 years to be furnished OR initial BIS certificates of A CLASS-TRTL Safes OR initial Excise Duty Registration Certificate to be enclosed	

(B) PRE-QUALIFICATION CRITERIA – CHECK LIST

8	Have you obtained orders from Public Sector Banks during last 05 years for supply/Installation of TRTL Safes.	a) Purchase orders received at least from 05 Public Sector Banks be enclosed.
9	Do you have valid BIS License to manufacture and supply the aforementioned security equipment – A and BB CLASS TRTL Safes	Copy of initial BIS licenses granted to the bidder/OEM which must be dated at least 03 years prior to issue of this tender as well as the latest valid renewed / Current license must be enclosed Item Initial License License date validity TRTL Safe A Initial TRTL Safe BB Initial
11	Are you the Original Equipment Manufacturer of the Locks used in the aforementioned security equipment.	The OEM must give a written undertaking on letterhead and must also give an NOC to the bank for plant visit
12	The bidder should have at least one office/ authorized dealer where Bank's Zonal Office is present. In case there is no presence of the bidder in that City/Town/Distt where the Bank's ZO is situated, the Bidder must show its presence in the neighboring City/Distt/Town with whom the Bank can coordinate without causing any inconvenience/delay. (Attach list of offices/authorized dealers, state wise, with address along with landline numbers and email address.)	Attach list of offices/authorized dealers, state wise, with address along with landline numbers and email address on letterhead.
13	Number of PSU Banks you are empanelled with	List of PSU Banks with Valid Empanelment copy / RC Copy to be attached Name of Empanel Products Valid Valid PSU / RC from till Bank

S/N	Pre Qualification Criteria	Valid Supporting documents to be submitted with the Bid	Compliance YES / NO (With documents)
14	Are you solvent to the tune of Rs. 6.00 Crores	Latest Letter of Solvency from Bank in original (Letter/Certificate should not be earlier than 30 days of issue of tender)	
15	Have you (as on OEM) ever been blacklisted / barred by any PSU Bank/ Private Bank/NBFC/Co-operative Bank /PSU Enterprises/Government Department in last 3 years, and is your name present in IBA's caution list.	A written undertaking has to be given by the OEM in this regard. If revoked and got supply orders , the copy of same be enclosed	



(C) FORMAT FOR DECLARING BIDDER'S NETWORK IN THE COUNTRY

(Attach list of offices/authorized dealers, state wise, with address along with landline numbers and email address on letterhead.)

In case there is no presence of the bidder in that city/town/distt where Bank's RO is situated, the Bidder must have its presence in the neighboring City/Distt/Town with whom Bank can coordinate without inconvenience/delay

	inconvenience/delay						
S/ N	Bank's Zonal Office	Situated in City/Tow n	State / UT	Bidder's Office or Authorise d Dealer's Office (Y/N)	Complete Postal Address	LandLine No with STD Code	Contact person and Cell No.
1	Ahmedabad ZO						
2	Ahmednagar ZO						
3	Akola ZO						
4	Amravati ZO						
5	Aurangabad ZO						
6	Bengaluru ZO						
7	Bhopal ZO						
8	Chandigarh ZO						
9	Chandrapur ZO						
10	Chennai ZO						
11	Delhi ZO						
12	Goa ZO						
13	Hyderabad ZO						
14	Indore ZO						
15	Jabalpur ZO						
16	Jaipur ZO						
17	Jalgaon ZO						
18	Kolhapur ZO						
19	Kolkata ZO						
20	Latur ZO						
21	Lucknow ZO						
22	Mumbai City ZO						
23	Mumbai Suburb ZO						
24	Nagpur ZO						
25	Nasik ZO						
26	Pune City ZO						
27	Pune East ZO						
28	Pune West ZO						
29	Raigad ZO						
30	Raipur ZO						
31	Satara ZO						
32	Solapur ZO						
33	Thane ZO						



D) Acceptance of terms & conditions by bidder (Letter to the Bank on the bidder's letter head)

То

The Assistant General Manager Corporate Services Dept, Bank Of Maharashtra, Head Office "Lokmangal", 1501, Shivaji Nagar, Pune 411005

Dear Sir,

Reg: Tender for replacement of Cash Safes

With reference to the above Tender/ RFP, having examined and understood the instructions, terms and conditions forming part of the tender, we hereby enclose our offer .

We confirm that the offer is in conformity with the terms and conditions as mentioned in the tender and all required information have been enclosed. We also confirm that the offer shall remain valid for twelve months from the date of opening of Commercial Bid.

We hereby undertake that the equipment to be delivered to the Bank will be brand new including all components and that the equipment and its parts are licensed and legally obtained. It conforms to BIS standards as applicable.

We understand that the Bank is not bound to accept the lowest tender or any tender and reserves the right to accept or reject any or all the tenders without assigning any reasons whatsoever AND The Bank reserves the right to cancel in full or part thereof or postpone the tenders at any stage without assigning any reason.

We enclose Demand Draft / Pay Order for Rs.12.00 lacs favouring Bank of Maharashtra and payable at Pune, towards Earnest Money Deposit, details of the same are as under

:

:

- Demand Drafts / Pay Orders Nos.
- Date of Demand Drafts / Pay Orders
- Name and address of Issuing Bank

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We confirm that our firm has not been blacklisted / barred/Or should not be under stop procurement for any product, from supplying by any PSU Bank/ Private Bank /NBFC/Co-operative Bank /PSU Enterprises/Government Department in last 05 years and nor shall its name be figured in IBA caution list and there are no litigations outstanding in the Court of Law.

Shri ______, is the authorized signatory for all correspondence, agreements, documents etc, on behalf of the Company/Authorized Dealer.

Yours faithfully,

Authorised Signatory (Name & Designation, Seal of the firm) Date :

LIST OF BRANCHES

SI.No.	Zone	Rural branches opened prior to 1987 where replacement of "Cash SAFE" is proposed		
1	Ahmedabad	05		
2	Ahmednagar	11		
3	Akola	14		
4	Amravati	22		
5	Aurangabad	21		
6	Bangalore	04		
7	Bhopal	17		
8	Chandigarh	00		
9	Chandrapur	11		
10	Chennai	00		
11	Delhi	00		
12	Goa	(12+9)=21		
13	Hyderabad	06		
14	Indore	00		
15	Jabalpur	17		
16	Jaipur	00		
17	Jalgaon	09		
18	Kolhapur	22		
19	Kolkata	00		
20	Latur	03		
21	Lucknow	0		
22	Mumbai City	0		
23	Mumbai Suburb	0		
24	Nagpur	16		
25	Nasik	34		
26	Pune City	0		
27	Pune East	09		
28	Pune West	15		
29	Raigad	15		
30	Raipur	00		
31	Satara	24		
32	Solapur	17		
33	Thane	13		
	TOTAL	326		



PART - 2: PRICE BID

(TO BE FILLED IN BY THE BIDDER ON LETTERHEAD DULY SIGNED AND STAMPED AND SUBMITTED IN A SEPARATE SEALED ENVELOPE)

SI. NO.	ITEM DESCRIPTION	Price per unit in figures & words (Rs.)	BUY BACK OF OLD SAFE OF ANY MAKE, ANY SIZE AND ON "AS IS WHERE IS BASIS" in figures & words (Basic Cost+ VAT) (Rs.)	after buyback cost
	SUPPLY OF BIS LABELLED 61" -CLASS – "A" TRTL			
1	(Torch and Tool Resistant) SAFES (TRTL 30X 6) SPECIFIED BY IS-550,			
2	SUPPLY OF BIS LABELLED 61" -CLASS – "BB" TRTL (Torch and Tool Resistant) SAFES (TRTL 15X 6) SPECIFIED BY IS-550,			
3	SUPPLY OF BIS LABELLED 49" -CLASS – "A" TRTL (Torch and Tool Resistant) SAFES (TRTL 30X 6) SPECIFIED BY IS-550,			
4	SUPPLY OF BIS LABELLED 49" -CLASS – "BB" TRTL (Torch and Tool Resistant) SAFES (TRTL 15X 6) SPECIFIED BY IS-550,			

- Initially, the approximate number of Cash Safes will be 110. However the number may increase.
- Prices to be quoted above should be inclusive of all taxes, duties, levies, transportation, freight, forwarding, insurance, installation charges of new Safe, Octroi, takingout of old safe & labor etc.
- The amount of buy back offer shall be reduced from the cost of Safe indicated to arrive at the final rate and standings.
- Incase of difference in size, the price will be calculated on per cubic mm basis on internal dimensions of cash safe.

Signature : Name &designation : Seal of the firm / company



PRE CONTRACT INTEGRITY PACT

General:

- This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of month of ______ 2016, between on one hand, Bank of Maharashtra through authorized official Shri. ______, Asstt.General Manager, Corporate Services Department, Bank of Maharashtra (hereinafter called the "BUYER", which expression shall mean and include unless the context otherwise required, his successors in office and assigns) of the First Part and M/s______ represented by Shri. ______ Chief Executive Officer (herein called the "BIDDER/Seller" which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.
- WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment's/Item) and the BIDDER/Seller is willing to offer/has offered the stores and
- WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency/LLP, constituted in accordance with the relevant law in the matter and the BUYER is a Information Technology Department of Bank of Maharashtra

NOW, THEREFORE,

- To avoid all forms of corruption by following a system that is fair transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-
- Enabling the BUYER to obtain the desired said Equipment/product/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form by its officials by following transparent procedures.

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

Commitments of the BUYER:

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



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

COMMITMENTS of BIDDERs

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



- 3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
 - The term 'relative; for this purpose would be as defined in Section 6 of the Companies Act 1956
- 3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

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

5. Earnest Money (Security Deposit)

- 5.1. While submitting commercial bid, the BIDDER shall deposit an amount _____ (*to be specified in RFP*) as Earnest Money Deposit/ Security Deposit, with the BUYER through any of the following instruments:
 - 5.1.1. Bank Draft or Pay Order in Favor of **Bank of Maharashtra**
 - **5.1.2.** A Confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demure whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - 5.1.3. Any other mode or through any other instrument (to be specified in the RFP)
- 5.2. The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4. No interest shall be payable by the BUYER to the BIDDER in Earnest Money/Security Deposit for the period of its currency.



6. Sanctions for Violations:

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

7. Fail Clause:

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



8. Independent Monitors:

- 8.1. The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Address of the Monitors to be given).
- 8.2. The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.
- 8.3. The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- 8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6. The BIDDER(s) accepts that the Monitors has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his pocket documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontract(s) with confidentiality.
- 8.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8. The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correction problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of an provisions of this Pact or payment of commission the BYUER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

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

11. Other Legal Actions:

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



12. Validity:

- 12.1. The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period whichever is later, in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2. Should one or several provisions of this pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

BUYER Name of the Officer: Designation: Corporate Services Department Bank of Maharashtra	BIDDER CHIEF EXECUTIVE OFFICER (Office Seal)
(Office Seal)	
Place Date	
Witness: 1 (Name & Address) :	Witness: 1 (Name & Address) :
2 (Name & Address) :	2 (Name & Address) :