



BANK OF MAHARASHTRA
LOKMANGAL, 1501, SHIVAJINAGAR,
PUNE-411 005

TENDER DOCUMENT

Tender No. AX1/CSD/Courier/08/2021-22/

NAME OF WORK: - Empanelment Of Courier Agencies for collecting, carrying and delivering of documents ,letters,parcels etc from Head Office, Lokmangal, Shivajinagar,Pune-411005 To PAN India locations & Rate contract for courier service

Date of Issue : 16.07.2021

Last date & time for
Submission of Pre Bid Queries : 29.07.2021 Upto 4.00 PM

Pre Bid Meeting :30.07.2021 (11.00 am)

Last date of submission : 06.08.2021 (03:00 pm)

Date of opening of Tender : 06.08.2021 (04:00pm)

Date of opening of Financial Bid : Shall be communicated Separately

VOLUME I - TECHNICAL BID

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A. NOTICE INVITING TENDER

Bank of Maharashtra Corporate Services Department, Head Office Pune, intends to empanel courier agency to provide courier services, for collecting, carrying and delivering of documents, letters, parcels etc., from Head Office, at Lokmangal 1501, Shivajinagar, Pune-411005 to Offices/Branches of the Bank spread across India and any other addressee locations.

1. Sealed tenders are hereby invited in two parts (Technical Bid and Price Bid) from bidders for courier services, for collecting, carrying and delivering of documents, letters, parcels etc., from Head Office, at Lokmangal 1501, Shivajinagar, Pune-411005. to its Offices/Branches of the Bank spread across India and any other addresses 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 after schedule date or submitted at any other location shall be rejected including postal /courier delays.
4. Tender Specifications dully filled-in, signed and sealed shall be addressed to Assistant General Manager,Corporate Services Department,Lokmangal,1501,Head Office,Pune-411005 or to be dropped in tender box kept in reception area, Lokmangal, Bank of Maharashtra, Pune-411005.
5. The last date of submission of tender shall be 06.08.2021 (up to 03:00pm).
6. Pre Bid meeting is arranged on 30.07.2021 at 11.00 AM on reception centre at Discussion Room, Bank Of Maharashtra ,Reception Lobby, Corporate Services Dept., 1501,Lokmangal, Head Office,Shivajinagar, Pune. All the bidder are requested to attend Pre-Bid meeting at aforesaid location
7. Date of opening of Technical Bid shall be 06.08.2021 (04:00pm). Price Bid will be opened of those bidder only who are technically qualified for the said work as per stipulated conditions of the tender. The date of price bid opening will be informed to only technically qualified bidder.
8. Bank reserves the right to reject or accept any one or all tenders without assigning any reasons whatsoever.
9. The bidder should enclose Bid Securing Declaration Form as per Annexure-IV
10. The bidder while submitting the sealed tender shall enclose DD of Rs 500/- as tender fee (non refundable)in favour of 'Bank of Maharashtra"payable at Pune in envelope of Technical bid along with Bid Securing Declaration Form. Tender document shall be dropped in Tender box marked with name of work.Tender submitted in any other Department/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.
11. All the rates quoted in the tender shall be inclusive of all transportation charges, material, labour, sundries etc. but exclusive of GST; and shall remain firm till the

completion of contract. No escalation of prices will be permitted for what-so-ever reasons.

12. The Rate Contract prices shall be valid for a period of 02 years from the date of issue of Empanelment letter.
13. The bidder whose tender has been accepted shall within Five days of the intimation of acceptance of tender, submit the stamp paper of required value for entering into agreement.
14. No additions or alterations shall be made in the Specifications, Schedule of Quantities, 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 shall be summarily rejected.
15. The tenders shall be valid for a period not less than 90 days from the date of opening of the Price Bid.
16. The bidder shall attach copy of GST registration number.
17. The bidder shall attach copy of agency/company RTGS details.
18. This tender Notice shall form part of the Contract.
19. This bid is non-transferable
20. The tender to be submitted, in two envelopes duly sealed and super scribed as-

ENVELOPE NO. 1 – Technical Bid (Volume I)

It should contain following: -

- a. Notice Inviting tender.
- b. Bid Securing Declaration Form
- c. Valid DD for tender fee & Bid Securing Declaratin Form(Annex-IV)
- d. Form of Tender
- e. Appendix: Time Schedule
- f. Instruction of Bidder
- g. Pre qualification criteria
- h. General condition of contract
- i. Declaration-I,II,III,IV,V
- j. Pre contract Integrity Pact
- k. Agreement of courier services

ENVELOPE NO. 2 – Price Bid (Volume II)

It should contain following: -

- a. Price Bid

PROCEDURE FOR SUBMITTING TENDERS: -

1. All pages & document papers including Annexures should be duly signed.
2. Both the envelopes should be super scribed with envelope no., type of bid & subject with name of work.
3. Envelope 1 (Technical bid) will be opened first .The Price Bid of Technically qualified Bidders shall be opened only. The sealed Price Bid of non-qualified Bidders will be returned back.The date and time of opening of Price Bid will be communicated to the technically qualified Bidders .

Yours faithfully ,

Assistant General Manager
Corporate Services Dept.

B.FORM OF TENDER

The Assistant General Manager
Corporate Services
Bank of Maharashtra,
Lokmangal, 1501, Shivajinagar
Pune, 411005

Dear Sir,

Empanelment of courier Agencies for collecting , carrying, and delivering of documents, letters, parcels etc from Corporate service Department, Head Office, Lokmangal, Shivaji Nagar, Pune-411005 to PAN India any addresses PAN India .

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

- i. I / We the undersigned have carefully gone through and clearly understood, after visiting the locations, tender documents comprising of the tender form, Notice of Tender, Scope of work, Specifications, terms and conditions and price/BOQ.
- ii. I/We hereby offer to execute the works specified in the said Memorandum within the time specified, at the rates mentioned in the price/ 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.
- iii. I / we do here by undertake to execute and complete the whole or part of the work (as desired by you) at the respective rates quoted considering the work has to be executed after office hours and on holidays and Sundays.
- iv. I/We have submitted Bid Securing declaration form and deposited tender fee of an amount of Rs500/- by D.D. No. _____dated _____of _____ bank (issuing Bank) in your favour of "Bank of Maharashtra" payable at Pune (to be handed over along with tender documents), which amount is not to bear any interest .I/We do hereby agree that this sum shall be forfeited, in the event of accepting my/our tender & I/We fail to start the work under the Contract & execute the Contract documents when call upon to do so.
- v. I / we further agree to provide courier service included in the said schedule for period of 02 years all as per BOQ from the date of commencement. Date of commencement shall be either one-week, from the date, the acceptance letter is issued to the vendor .
- vi. 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 levies, and the rates quoted by me / us are inclusive of the same.

Date :

Signature of Tenderer

C. Eligibility Criteria

Application forms are invited for empanelment of courier Agencies for collecting , carrying, and delivering of documents, letters, parcels etc from Corporate service Department, Head Office, Lokmangal, Shivaji nagar, Pune-411005 to any addresses PAN India from reputed Bidders having valid registration of courier services & presently providing similar services to PSU/ Nationalized Banks/Govt. Sector and reputed private institutions.

1. Bidder should have valid GST Certificate.(Certificate to be attached)
 2. Bidder should have Valid ESIC, PF, Prof TAX Certificate,Income Tax,,PAN/TIN,Factort/Shop Establishment .
 3. The Bidder should have a proper established office premises having necessary infra structure and sufficient man power on its rolls so as to provide immediate, satisfactory and efficient courier services.Tender received from firms/establishment operating from residential premises and not having proper established office having necessary infra structure and man power on its rolls hall not be accepted and will be treated as rejected.
 4. The Bidder should have average annual turn over of more than 6.0 lakh during the last three financial year i,e FY 2018-19,2019-20& 2020-21.(Valid CA certificate to be enclosed)
 5. The bidder should be a profitable agency & should have shown the net profit in each of last three year i,e FY 2018-19,2019-20 & 2020-21.(Valid CA certificate to be enclosed)
 6. The bidder should have successfully executed minimum single work of similar type, costing more than Rs. 4.80 Lakhs during last three years.(Proof of the same should be submitted for having successfully completed the work)
- OR
7. The bidder should have successfully executed minimum two single work of similar type, costing more than Rs. 3.0 Lakhs during last three years.(Proof of the same should be submitted for having successfully completed the work)
- OR
8. The bidder should have successfully executed minimum three single work of similar type, costing more than Rs. 2.40 Lakhs during last three years.(Proof of the same should be submitted for having successfully completed the work)
 9. The Bidders should have minimum experience of three years in the respective field. The Bidders applying for providing courier services should have valid trade licenses issued by any Govt authority or Dept. (Proof of same to be attached)
 10. The bidder should have rendered satisfactory courier services to at least two public sector bank/Public sector insurance company/Central or state government/Government undertaking/Autonomous Institute/Corporate Establishment . (Proof of same to be attached)
 11. The bidder should have a on line consignment tracking software available on its website so as to enable the company to track status,date and time of delivery of

each consignment handed over for delivery to the bidder/tenderer(Proof of same to be attached)

12. The bidder should furnish list of clients to whom satisfactory courier services are provided during last three years. (Proof to be attached)
13. The bidder should have SMS based customer services during period of consignment.
14. The bidder should not be have been blacklisted/barred/disallow by any Govt department/PSU/PSE/Bank in last 03 years at time of submitting bid (A Undertaking to be attached)
15. 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 complete address of branch/ office located at Pune.

Date :

Signature of Tenderer

Details of Bidder

Application for Empanelment of Courier Agencies for collecting, carrying and delivering of documents, letters, parcels etc. from Corporate Services, Department, Head Office, Pune and any other Department in Head Office, Pune to the offices/branches of the Bank and any other addresses.

Sr.No	Description	To be filled by the Applicant
1	Name of the Organization/Agency	
2	Complete Postal Address (With telephone (landline) ,Mobile , Fax numbers and e-mail)	
3	Website Address for online tracking of the documents, letters, parcels etc. collected from the Bank	
4	Constitution, Date/Year of Establishment, Regn.No./License No. if any, (Enclose copy of Registration Certificate) Experience details in the field.	
5	Mention Permanent Account Number, (Enclose copies of PAN certificate and Income Tax clearance certificate>Returns)	
6	Name of the contact person, designation and mobile number of the person signing the Empanelment Documents, Agreement, Correspondence etc. (Power of Attorney of the person signing to be enclosed)	
7	Network of Branches (specify areas where all effective and timely delivery of articles can be ensured)	
8	Whether registered with Government Department for payment of GST. If yes , give registration Number and date. (Enclose copy of Registration Certificate) If not , mention the reason for the same. Mention GST No.	
9	Public sector Banks/Undertakings for whom courier service is being provided and since when	
10	Names of few important clients apart from Public Sector Undertakings	
11	Maintenance of utmost secrecy in this regard and providing reliable service(submit certificate from top client)	

12	Normally time taken for delivery to different places To all Metro Cities To other cities in Maharashtra To Other cities in other parts of India To Smaller Towns/Rural areas	
13	Whether Organisation/Agency has got necessary infrastructure/required manpower to ensure prompt/timely delivery of the articles sent.	
14	Representatives of Organisation/Agency available to visit Bank on a regular basis.	
15	Mode of transporting of covers /articles to different destinations/whether Organisation/Agency can provide air freight facility, if required.	
16	Whether all details asked for /stipulated in the Technical Bid enclosed.	
17	Any Director/Senior Executive of your Organisation are on the Board of the Bank or related to Senior Executives of the Bank. If so, please furnish the details	
18	Any Important information applicant may wish to provide	

Place

Signature of the Applicant with seal
Date

D. APPENDIX: TIME SCHEDULE

1	Period of work	:	02 year
2	Date of Commencement	:	As per the work order
3	Penalty for delay	:	As per Cl. No. - of General Conditions of Contract.
4	Period of Submission of Bill	:	Monthly Basis within 5 th day of every month
6	Earnest Money	:	Bid Security Declaration Form
7	Tender validity period	:	90 days
8.	Performance Security Deposit(PSD)	:	Bidder Shall submit Performance Security Deposit(PSD) for Rs 15,000/- in form of Demand Draft in favour of Bank Of Maharashtra payable at Pune within 07 days of acceptance of work order.The amount will be retained interest free for period of contract and same will be released after successful completion of contract period.

SIGNATURE OF THE AGENCY/FIRM

E. General Conditions of Contract

Empanelment of courier Agencies for collecting , carrying, and delivering of documents, letters, parcels etc from Corporate service Department, Head office ,Lokmangal, Shivaji nagar, Pune-411005 to any addresses PAN India.

1. The details of work to be carried out and its scope are given in the specifications and Bill of Quantities in these documents, which also indicate a details of Bank's premises where work is to be executed. The bidders are advised to study the same carefully before tendering and they shall be deemed to have fully acquainted themselves with the same.
2. The bidders in their own interest, are advised to inspect and examine the site and its surroundings ,get acquaint with terms of condition of tender including nature & scope of work and satisfy themselves before submitting their tenders in respect of the site conditions including but not restricting to the following which may influence or affect the work or cost thereof under the contract.
3. Immediately on receipt of the Tender Documents from the Bank, prior to Pre-Bid Meeting of tender, the Bidder may submit in writing any tender enquiry on matters where clarifications or additional information is desired. If considered appropriate, the Bank reserves the right to issue on its website addendum(s) / amendment(s) to any condition/ specifications/schedules of all bidders before the date of submission. Tenders submitted by the tender shall be deemed to cover the effect of such addendum(s)/ amendment(s) issued and such addendum(s)/ amendment(s) duly signed by the Bidders shall be submitted along with the tenders.
4. The Tender should be submitted in the prescribed form and the same should be signed as laid down here under:
 - a. If the Tender is submitted by proprietary firm, it shall be signed by the proprietor with his full name and full name of his firm with its current business address.
 - b. If the Tender is submitted by a firm in partnership, it shall be signed for and on behalf of the firm by all the partners of the firm about their full names and current business address, or by a partner holding the power of attorney by the firm for signing the tender, in which case, a certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the tender.
 - c. All witnesses and sureties (if any) shall be person of status and their full names, occupations and address shall be stated below their signature. All signatures affixed on each page in the tender will be dated.
 - d. If the tender is submitted by a Pvt Ltd Co., it should be signed by Authorised signatory authorized by board of director. A copy of board resolution to be enclosed.

5. Bid Securing Declaration Form :- Bidder has to submit Bid Securing Declaration form duly signed and stamp in lieu of EMD.If bank finds any violation of said declaration then necessary action will be taken against Bidder as a clause of said form.
6. The Bidders should quote for all the items of work as given in Bill of Quantities. The rates shall be written both in words and in figures. Bidder shall also show cost of each item in total of each sub head and the grand total of the whole contract.
7. The acceptance of a tender will rest with the Bank, which does not bind itself to accept the lowest tender, and reserves right to reject any or all of the tenders received without the assignments of any reasons. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete, in any respect are liable to be rejected.
8. Special care shall be taken to write the rates in figures as well as in words, and the amounts in figures only, in such a way that misinterpretation is not possible. The total amount should be written both in figures and in words. In case of figures, the words 'Rs' should be-written before the figure of rupees and words 'P' after the decimal figures e.g. Rs. 2.15 P and in case of words, the word Rupees should be preceding and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the words 'only' it should invariably be upto two decimal places. While quoting the rates in the bill of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.
9. The Bank does not bind itself to accept the lowest tender but it may accept any tender and reserves to itself the right of accepting the whole or any part of tender and the bidder shall be bound to perform the same at the rates quoted.
10. The Bank also reserves the right to accept the tender in full or in parts and that the tender shall have no claim for revision of rates or other conditions if the tender is accepted in parts.
11. The tender for work shall remain open for acceptance for a period of 90 days from the date of opening of Envelope no. 2 of the tenders. If any, bidder withdraws his tender before the said period, then the Bank shall be at liberty to forfeit his Earnest Money Deposit. The Earnest Money Deposit of the bidder whose tender is accepted shall be forfeited in full in case he does not start the work by the stipulated date mentioned in the award letter.
12. It will be obligatory on the part of the bidder to tender and sign the tender documents for all the component parts and that after the work is awarded, he will have to enter into an agreement for each component with the competent authority of Bank.
13. The "Notice Inviting Tender" and this "General conditions of contract" shall form part of the Tender Documents.

14. 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.
15. Selection of bidder will be based on the ability and competence required for good quality jobs to be performed by them.
16. Bank does not guarantee any volume & business/items
17. 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.
18. Decision of Bank regarding selection of Bidders for empanelment will be final and binding and no further correspondence will be entertained. Bidders empaneled will be informed separately.
19. Intending bidders are requested to read the Proforma carefully before filling the particulars.
20. Incomplete applications will not be considered.
21. 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.
22. 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.
23. Application form is not transferable.
24. Empanelment of the firm, if selected, will be valid only for 2 years subject to satisfactory performance of the Bidders.
25. The application shall be submitted strictly in the format as mentioned along with the supporting documents.
26. 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 / Articles of association (Wherever applicable) shall be furnished along with application.
27. Completed empanelment document shall be submitted in person ,by post/courier up to 3.00 pm on or before 06.08.2021 to the box at reception centre Bank of Maharashtra Lokmangal, 1501, Shivajinagar, Pune 411005. Each application/form must accompany Demand Draft of Rs.500/- favoring 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.

28. 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 address of branch/office located at Pune.
29. 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.
30. Scope of work :-

Requirements & Specification :-

- I. Preparation of bar codes according to the addresses to be provided in the soft copy. The soft copy has to be sent to our office. Entire arrangements of delivery collection will be made by the courier/logistic companies dealing in courier services including pre date in co-ordination with department.
- II. The bidder should arrange to deliver the important and emergency deliverables by Express courier service by air and shall ensure delivery of the same within 24 hours from the time of acceptance/pick up of the deliverables within the applicable rates.
- III. The consignment would be security item and the delivery should be addressee specific. No delivery to be made to security person and there should be no door dropping in the letter box.
- IV. AWB number for all pick-ups to be submitted on the same day.
- V. The bidder should provide end to end delivery solution to the bank which will include SMS service at various interval and delivery of returns to the Branch address/Zonal office or centralized locations as decided by the bank.

SMS – Following types of SMS should be sent to the customers during and after delivery of consignment.

- i. Dispatch SMS :- Whenever the consignment is picked up for delivery, SMS should be sent to the customer. The SMS should contain shipping details such as tracking no and expected date of delivery.
- ii. Sorry SMS :- In case there is delay in delivery of letters/parcels SMS should be sent mentioning the next expected date of delivery.
- iii. Out for delivery SMS – SMS should be sent to customer on the day of delivery.
- iv. Delivery Attempt SMS :- In case, no one is available at the delivery address. Delivery attempt should be made at least 02 times before redirecting the consignment to the address.
- v. Delivery SMS- SMS should be sent after delivery of consignment to the customer address. The SMS should have date of delivery, time of delivery and name of person who received the article.

Return to Origin (RTO)

- I. The physical RTO consignment should be returned immediately after completion of 2 nd attempt, non-compliance will invite penalty as SLA
- II. All RTO should have reasons for return. The RTO should undergo quality check before final return. RTO for wrong reason will invite penalty as per SLA.
- III. The RTO should be returned to the location as specified by the Bank.
- IV. MIS of RTO to be sent to Bank on daily basis. The MIS should tally with the physical documents returned.
- V. In cases wherein it is clearly established that the consignee has moved to another city / refuses to accept the consignment, no further attempt should be made by the courier agency. The consignment should be returned to the Bank after the second attempt itself with the relevant details.
- VI. Sorry card may be sent in case of undelivered consignments .

Other :-

- I. The BIDDER should have an establishment centrally controlled and should be working 18 hours a day, to facilitate dispatch of documents /deliverables including Bank holidays and late hours in the night throughout the year.
- II. All undelivered consignments at day end should be held in Safe Custody under Lock & Key. Under no circumstances it should be left with the Courier Boy.
- III. The BIDDER should issue and maintain the challans, registers and produce the same to the Bank's team along with the bills/invoices.
- IV. The BIDDER should maintain all information and provide MIS in excel / text format for deliverables returned and delivered (date wise, region wise, etc.)
- V. Weekly MIS for consignments picked up be provided on every Monday.
- VI. Dispatch report to be shared on or before next working day from the date of dispatch.
- VII. Daily SMS reports should be provided for the SMS sent to the customers.
- VIII. POD is to be submitted after two days of confirmed delivery.
- IX. Any other reports as required by Bank from time to time.
- X. The BIDDER should prepare and furnish the name(s) of the personnel visiting the office (s) of the Bank on monthly basis.
- XI. The BIDDER should also have/or can undergo a tie up with Postal services/special agents in case where the bank branches are situated at remote places.
- XII. Bidder should provide the Bank with a proper escalation matrix of their organization with complete details. During the tenure of the contract, the substitution of key staff identified for the assignment should not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the selected bidder can do so only with the concurrence of the Bank by providing other staff of same level of qualifications and expertise. However, the Bank reserves the right to insist the selected bidder to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment.
- XIII. Bidder has to provide consolidate Invoices for dispatching of consignments on monthly basis. Under any circumstances, part-payment of any nature pertaining to any Invoice raised will not be made

- XIV. Rates will be valid for two years from the date of approval of Bid
- XV. Rates should be inclusive of surcharge/ fuel charge if any. Only CGST/ SGST / IGST will be payable extra as per Government rules
- XVI. The cost should include dropping of sorry cards & tele calling of RTO at local level & corporate level
31. Payment will be released through RTGS/NEFT within 30 days after satisfactory completion of the delivery and submission of bills independently along with the proof of delivery of Letters/Documents. The requisite bank details to release payment to be submitted to Bank by successful bidder at the time of award of contract.
32. Since the work is of specialized nature, the Bidder should employ well-experienced suitable expert staff for the all working days. If necessary, bidders have to ensure that suitable staff for this job should also work on Saturdays/Sundays/Holidays as and when required by Bank of Maharashtra without any extra payment
33. Incident Reporting : -
Selected bidder should have in place an incident reporting system and will have to report incidences of any nature which is required to be in the notice of the Bank including security breaches immediately upon it comes to notice of the bidder.
34. Period of Contract :-
The tenure of the contract for the services will be for a period of 24 months from the date of execution of service level agreement beginning of the services (unless terminated by the Bank as per the termination clause in this RFP) with an option to further extend the same by a period of 06 month at the discretion of the bank. The performance of the selected bidder during tenure of the Contract shall be reviewed by the Bank from time to time.
35. The agency/firm has to be enabled with following features
- I) Should have own establishment PAN India
 - li) Sufficient manpower for collecting & dispatching parcel
 - lii) Online tracking system
 - IV) System generated MIS Portal
 - v) Maximum TAT of delivery within 04 days to PAN India Branches
36. **Arbitration:**
"All disputes and differences of any kind whatsoever arising out of or in connection shall be settled amicably by direct informal negotiation between both the parties. However, in case of non-settlement of such dispute, the matter shall be referred for Arbitration to Sole Arbitrator. However, in case of non-consensus on sole arbitrator within 15 days, each party will appoint one Arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who will act as the chairman of the proceedings. The Award of the Arbitrator shall be Final and binding on the parties. The Arbitration and

Conciliation Act 1996 or any modification thereof shall apply to the arbitration proceedings. The venue of the arbitration shall be at Pune. The expenses will be borne by the parties in equal proportion. Language of the Arbitration shall be in English.”

37. PENALTY/ LIQUIDATED DAMAGES

Should the work be not completed to the satisfaction of the bank within the specified work, the vendor/agency shall be bound to pay to the bank a sum calculated as 0.15% of tender amount per week or part thereof. Subject to a ceiling of 10% of the accepted contracted sum by way of Penalty/ liquidated damages.

38. Severability:

- I. 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.
- II. 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.
- III. 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.

39. CONTINGENCY ARRANGEMENTS :-

The BIDDER should equip himself with necessary stand by facilities in case of any contingency to ensure continuous and uninterrupted service.

40. The bank reserve the right to split the work between L1 & L2 vendor in 60:40 ratio, If L1 back out the work will split between L2/L3/L4...in the aforesaid ratio. Also bank reserve the right to allow whole work to L1 bidder and if L1 back out then work may be awarded to L2/L3/L4...at L1 rate.

41. Confidentiality :-

- a. *Confidential information (the “Confidential Information”) refers to any data or information relating to the business of the Bank which would reasonably be considered to be proprietary to the Bank including, but*

not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Bank and where the release of that Confidential Information could reasonably be expected to cause harm to the Bank

- b. The Bidder agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Bidder has obtained, except as authorized by the Bank. This obligation will survive indefinitely upon termination of this Agreement.*
- c. All written and oral information and material disclosed or provided by the Bank to the Bidder under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Service Provider.*
- d. For purposes of this Agreement, "Confidential Information" excludes any such information which (i) is known to the public; (ii) is lawfully acquired by the receiving Party; (iii) was known to the receiving Party without breach hereof; (iv) was or is independently developed by the receiving Party; or (v) is required to be disclosed by Governmental or Judicial order, in which case the Party so required shall give the other Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the other Party seek a protective order or other appropriate remedy.*

42. Indemnity :-

Bidder shall indemnify, protect and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly for

- i. an act or omission of Bidder, its employees, its agents, in the performance of the services provided by this contract;*
- ii. breach of any of the terms of this agreement document or breach of any representation or warranty by Bidder;*
- iii. Bidder shall indemnify and undertake to keep the Bank fully saved and indemnified against any loss, action or claim arising out of or in respect to error, misconduct, fraud, misbehavior or violations of any laws committed by Receiving party or its employees/ agents/ persons employed by third parties;*
- iv. This indemnification is only a remedy for the Bank. Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities*
- v. an act or omission of Bidder, its employees, its agents, in the performance of the services provided by this contract;*
- vi. breach of any of the terms of this agreement document or breach of any representation or warranty by Bidder;*

- vii. Bidder shall further indemnify the Bank against any loss or damage arising out of loss during delivery of Speed Post/Express Parcel/Business Parcel consignment at all points of time;
- viii. Bidder shall indemnify and undertake to keep the Bank fully saved and indemnified against any loss, action or claim arising out of or in respect to error, misconduct, fraud, misbehavior or violations of any laws committed by Receiving party or its employees/ agents/ persons employed by third parties;
- ix. This indemnification is only a remedy for the Bank. Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities;”

43. Termination :-

- i. “The Bank shall be entitled to terminate the agreement with the bidder at any time by giving thirty (30) days prior written notice to the bidder without assigning any reason.
- ii. The Bank shall be entitled to terminate the agreement at any time by giving notice if:
 - a. The bidder breaches its obligations under the tender document or the subsequent agreement and if the breach is not cured within 15 days from the date of notice.
 - b. The bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.
- iii. The bidder shall not have any right to terminate unless alternate arrangement is made by the Bank.”

44. Effect of Termination :-

- i. “The bidder agrees that after completion of the Term or upon earlier termination of the assignment, the bidder shall, if required by the Bank, continue to provide facility to the Bank at no less favorable terms than those contained in this tender document.
- ii. The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for “costs incurred, or irrevocably committed to, up to the effective date of such termination” will be admissible. There shall be no termination compensation payable to the bidder.

- iii. *Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.”*

45. *Force Majeure :-*

“Neither Party 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 fire, flood, explosion, epidemic, pandemic, civil commotion, war, acts of government, or any other occurrence of this kind listed above, which is not reasonably within the control of the affected party.

Each Party agrees to give to the other immediately a written notice as soon as reasonably possible (within 7 days) 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 15 consecutive days then either party may have the option to terminate the Agreement upon written notice of such termination to the other party.”

46. *Non –Disclosure Clause :-*

Bidder shall hold all information about this tender and / or information gathered about the Bank through this process in strict confidence with the same degree of care with which Bidder protects its own confidential and proprietary information. Bidder shall restrict disclosure of the Information solely to its employees, agents and Sub-contractors on a need to know basis and advise those persons of their obligations hereunder with respect to such Information

- i. *To use the Information only as needed for the purpose solely related to the Project;*
- ii. *Except for the purpose of execution of this Project, not disclose or otherwise provide such information or knowingly allow anyone else to disclose or otherwise provide such Information.*
- iii. *Bidder shall not disclose any information to parties not involved in supply of the products and services forming part of this order and disclosure of information to parties not involved in supply of the products and services forming part of this order will be treated as breach of trust and invite legal action. This will also mean termination of the contract and disqualification of the Contractor in any future tendering process of the Bank.*

iv. *Any information considered sensitive must be protected by the Bidder from unauthorized disclosure or access.*

47. Sub-contracting :-

The Bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the Bidder under the contract without the prior written consent of the Bank

48. 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.

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

F- DECLARATION
Annexure-I
(On Bidders letter head)

i) I / We have read the instructions appended to the Pro-forma tender document & its annexures etc 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.

ii) I / We agree that the decision of Bank of Maharashtra in selection of vendor/consultants will be final and binding to me / us.

iii) I / We agree that I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets.

iv) I / We agree that I / We have not applied in the name of sister concern for the subject empanelment process.

v) I/We confirm that I/We have not applied in capacity above than one in the name of sister concern/JV/Associates etc. If Bank finds such case, then Bank may take necessary action against us as deemed fit.

All the information furnished by me/us hereunder is correct to the best of my/our knowledge and belief.

Place :

Date :

SIGNATURE
NAME & DESIGNATION
SEAL OF ORGANISATION.

Annexure -II

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 03 years.

For -----
Authorized Signatory
Date:

Annexure-III

QUERIES RELATED TO RFP

		Empanelment Of Courier Agencies for collecting, carrying and delivering of documents ,letters,parcels etc from Head Office, Lokmangal, Shivajinagar,Pune-411005 To PAN India locations			
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)

Only one Authorized representatives of the bidder will be allowed to attend the Pre-Bid meeting and during the tender opening process.

ANNEXURE-IV

Bid Securing Declaration Form

Date: _____

Tender No. _____

To,
Assistant General Manager,
Corporate Servicer Dept.
Bank of Maharashtra,
1501, Lokmangal,
Shivajinagar, Pune

I/We. The undersigned, declare that: I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, in case I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: _____ (insert signature of person whose name and capacity are shown)
in the capacity of _____ (insert legal capacity of person signing the Bid Securing Declaration)

Name: _____ (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)
Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

G. NON - DISCLOSURE AGREEMENT

This Confidentiality cum Non-disclosure Agreement is entered into at _____ on this day _____ of _____ 2021, between _____ (Insert Name of the Service provider) a company within the meaning of Companies Act, 1956/Companies Act 2013 as applicable, having its Registered Office at _____ (herein after called "Service provider") and Bank of Maharashtra, a Body Corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at 1501, 'LOKMANGAL', Shivajinagar, Pune 411005 (herein after referred to as 'BOM' or "Bank").

The Service provider and BOM had discussions and negotiations concerning the establishment during continuance of a business relationship between them as per Agreement dated _____/2021__ (hereinafter referred to as 'Agreement'). In the course of such discussions and negotiations, it is anticipated that either party may disclose or deliver to the other party certain of its trade secrets or confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship. The parties have entered into this Agreement, in order to assure the confidentiality of such trade secrets and confidential and proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as the 'Disclosing Party' and will include its affiliates and subsidiaries, the party receiving such Proprietary Information is referred to as the 'Recipient', and will include its affiliates and subsidiaries.

Now this Agreement witnesses the:-

1. Proprietary Information: As used in this Agreement, the term 'Proprietary Information' shall mean all trade secrets or confidential or Proprietary Information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such trade secret or confidential or Proprietary Information is disclosed by the Disclosing Party to the Recipient. Notwithstanding the forgoing, information which is orally or visually disclosed to the recipient by the Disclosing Party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party, within 10 (ten) days after such disclosure, delivers to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.

2. Confidentiality

a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far as may be required for the proper exercise of the Parties' respective rights under this Agreement.

b) The term 'confidential information' shall include all written or oral information (including information received from third parties that the 'Disclosing Party' is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential information shall also include, without limitation, software programs, technical data,

methodologies, know-how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, customer information and business information of the 'Disclosing Party'.

3.Non-Disclosure of Proprietary Information: For the period during the Agreement or its renewal, the Recipient will:

(a) Use such Proprietary Information only for the purpose for which it was disclosed and without prior written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.

(b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its confidential information of similar importance: and

(c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those third party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

4.Limit on Obligations : The obligations of the Recipient specified in clause 3 above shall not apply and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary Information:

a)Is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient,

b)Is in the Recipient's possession at the time of disclosure otherwise than as a result of the Recipient's breach of a legal obligation;

c)Becomes known to the Recipient through disclosure by any other source, other than the Disclosing Party, having the legal right to disclose such Proprietary Information.

d)Is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or

e)Is required to be disclosed by the Recipient to comply with applicable laws or governmental regulation, provided that the recipient provides prior written notice of such disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

5.Return of Documents: The Recipient shall, upon the request of the Disclosing Party, in writing, return to the Disclosing Party all drawings, documents and other tangible manifestations of Proprietary Information received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event it is not inclined to proceed further with the engagement, business discussions and negotiations, or in the event of termination of this Agreement, the Recipient party will promptly return to the other party or with the consent of the other party, destroy the Proprietary Information of the other party. Notwithstanding, the decision of the recipient party returning of documents or termination of agreement, the recipient party will not disclose the confidential information to any third party.

6.Communications: Written communications requesting or transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

MIS bomcocs@mahabank.co.in(BOM) Attn:_____Attn:-----

7.Term: The obligation pursuant to Clause 2 and 3 (Confidentiality and Non-Disclosure of Proprietary Information) will survive for 2 years following the term of the Agreement dated_____.

a.Nothing herein contained shall be construed as a grant by implication, estoppels, or otherwise or a license by either party to the other to make, have made, use or sell any product using Proprietary Information or as a license under any patent, patent application, utility model, copyright or any other industrial or intellectual property right covering same.

8.Damages: The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach, in addition to other remedies, which may be available, the party violating the terms of Agreement shall be liable for the entire loss and damages on account of such disclosure.

Each party agrees to indemnify the other against loss suffered due to breach of contract and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.

The parties hereby sign this Non-Disclosure Agreement at _____ on _____

For Vendor/Agency

Witness

Name of authorized officer

i) Name & Address

Official Seal

ii) Name & Address

For Bank Of Maharashtra

Witness

Corporate Service Dept.

i) Name & Address

ii) Name & Address

Date-

H. AGREEMENT FOR COURIER SERVICE

This Agreement executed at Pune on this day the.....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 'Lanokmgal', Shivajinagar, Pune-411005 (hereinafter referred as Bank which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the administrators, successors, representatives and permitted assigns) on the one part.

AND

M/s.....Licence No./Registration No. -
-----, having its Regd. Office at and
Regional Office at represented by
Sri.....

.....hereinafter referred to as the Courier Agency which shall mean and include its successors , employee representatives and assigns of the other part.

Whereas the courier Agency is carrying on the business of collecting, carrying and delivering documents letters, parcels etc. from one place to another in India in accordance with the instruction of its clients.

Whereas the Bank is desirous of sending documents and other papers from its office situated at Corporate Services and any other Departments in Head Office to its offices/ branches situated in the various parts of the country or to other addresses.

Whereas the Courier Agency has offered its services to transport the documents and other papers from Corporate Services and any other Department in Head Office of the Bank to the offices/branches of the Bank and any other addresses.

Whereas the Bank is agreeable to entrust the said work to the Courier Agency on the following terms and conditions:

Now it is hereby agreed by and between the parties as under:

1. The Courier Agency shall pick up and collect the instruments, letters etc. from Corporate Services or any other Department in Head Office situated at Lokmangal, 1501, Shivajinagar Pune, on a daily basis for onward delivery to the addressees as per the instructions of the Bank. The services of the Courier may also be utilized by the branches/offices on the terms and conditions mentioned in the agreement.

2. At the time of collection of instruments, documents etc. the Courier Agency shall give an acknowledgement duly signed by the representative of the Courier.

3. The Courier Agency shall ensure delivery of the document, instruments etc. meant for the address against acknowledgement.

4. The Courier Agency shall ensure absolute security, safety, secrecy and confidential nature of the documents while offering their services and undertake to arrange that the parcels/

documents etc. are delivered in the same condition duly closed and sealed as given to it by the Bank.

5. The Courier shall through their accredited representatives carry the said parcels/ documents etc. by Air/Flight/Surface transport in priority having due regard to the expeditious dispatch of the documents and deliver the same to the addressee office within the stipulated period as mentioned below.

Zonal Offices.....

- 1.
- 2.
- 3.

and delivery shall be made within.....hours. The Bank shall pay the Courier Service Charges at the following rates:

For documents and letters: Rs..... upto 250 gms. , Rs.....251 gms to 500 gms and Rs.....for additional 500 gms.

For parcels/cargo: Upto 5 Kg Rs.

Above 5 Kg or additional 1Kg or part thereof Rs.

Rates quoted shall be exclusive of Service Tax, Cess /GST, All other charges ,Taxes as applicable from time to time to be included to the quoted rates.

Penalty:

6. In case of delay by the Courier Agency in delivering the documents/parcels in terms of clause (5) above or wrong delivery and/or loss of articles, the Bank has the option to deduct Service Charges payable to an extent of 50 % and may impose penalty including forfeit of deposits, delisting from panel and blacklisting from panel depending upon gravity/seriousness of the matter.

7. The Courier Agency shall submit the acknowledgement or the proof of having delivered within the time stipulated in clause (5) above, the documents/parcels to the respective addressees, to the Bank once in 30 days and the Bank shall pay the charges to the Courier Agency on being satisfied that the deliveries have been accordingly made. The Bank shall not make the payment where proof of delivery or confirmation of delivery is not submitted.

8. The Bank shall make the payment to the Courier Agency on a monthly basis and the Courier Agency will execute Stamped Receipt.

9. The Courier hereby agrees that the payments made by the Bank to it shall be subject to deduction of Tax at source as per the relevant provisions of the Income Tax in force.

10. Without prejudice to the terms and conditions stipulated hereunder the Courier Agency agrees to furnish EMD of Rs.15000/- (Rupees Fifteen thousand only) by way of DD favouring Bank of Maharashtra payable at Pune. No interest will be payable on EMD and to be kept for the period covering this Agreement.

11.The parties agree that this Agreement will be in force from to for a period of three years subject to renewal of the same for further period/s on condition to be mutually agreed upon between parties.

Indemnity:

12.The Courier Agency hereby undertakes to indemnify the Bank against any loss, damage, charges, expenses as the Bank may be put to or suffered by the Bank on account of delay, non-delivery, damage due to any breach or violation of law or rule or regulation of the Central or State Government or any statutory or public or local body or authority which the courier may make either knowingly or unknowingly and the courier shall compensate the Bank for the same, by the Courier Agency in the performance of its obligations under this Agreement excepting the loss, damage or delay caused due to acts of God or situations beyond the control of the Company and Civil Commotion.

13.The Bank may for the reasons whatsoever or without assigning any reasons discontinue the arrangement before the expiry of the period mentioned in this Agreement by issuing a 30 days' Notice to the Courier Agency.

However, termination of this Agreement shall not absolve the Courier Agency of its liability regarding the delivery of the documents/parcels entrusted to it in accordance with the directions as to the delivery in the meanwhile and any other claims lodged/ to be lodged in terms of the above paragraphs.

14.The above terms and conditions will also be applicable to all the branches/offices of the Bank utilizing the services of the Courier.

15.The Courier Agency agrees to execute any further documents as may be required by the Bank in this regard.

Dispute Resolution:

16. In case any dispute arises between the Bank and the courier due to failure in discharging obligations as per the terms and conditions of the agreement and is not resolved by amicable settlement within fifteen days the same shall be referred to an arbitrator appointed by the Bank at its sole discretion who shall be an official of the Bank and of rank of Assistant General Manager or above and his decision shall be final and binding on both the parties.

Obligations:

17.The courier agency shall not assign its obligations, duties rights, privileges hereunder to any person without prior consent of the Bank.

18. Arbitration :-

“All disputes and differences of any kind whatsoever arising out of or in connection shall be settled amicably by direct informal negotiation between both the parties. However, in case of non-settlement of such dispute, the matter shall be referred for Arbitration to Sole Arbitrator. However, in case of non-consensus on sole arbitrator within 15 days, each party will appoint one Arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who will act as the chairman of the proceedings. The Award of the Arbitrator shall be Final and binding on the parties. The Arbitration and Conciliation Act 1996 or any modification thereof shall apply to the arbitration proceedings. The venue of the arbitration shall be at Pune. The expenses will be borne by the parties in equal proportion. Language of the Arbitration shall be in English.”

19. Confidentiality :-

- a. *Confidential information (the “Confidential Information”) refers to any data or information relating to the business of the Bank which would reasonably be considered to be proprietary to the Bank including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Bank and where the release of that Confidential Information could reasonably be expected to cause harm to the Bank*
- b. *The Bidder agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Bidder has obtained, except as authorized by the Bank. This obligation will survive indefinitely upon termination of this Agreement.*
- c. *All written and oral information and material disclosed or provided by the Bank to the Bidder under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Service Provider.*
- d. *For purposes of this Agreement, “Confidential Information” excludes any such information which (i) is known to the public; (ii) is lawfully acquired by the receiving Party; (iii) was known to the receiving Party without breach hereof; (iv) was or is independently developed by the receiving Party; or (v) is required to be disclosed by Governmental or Judicial order, in which case the Party so required shall give the other Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the other Party seek a protective order or other appropriate remedy.*

20. Indemnity :-

Bidder shall indemnify, protect and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly for

- i. *an act or omission of Bidder, its employees, its agents, in the performance of the services provided by this contract;*
- ii. *breach of any of the terms of this agreement document or breach of any representation or warranty by Bidder;*
- iii. *Bidder shall indemnify and undertake to keep the Bank fully saved and indemnified against any loss, action or claim arising out of or in respect to error, misconduct, fraud, misbehavior or violations of any laws committed by Receiving party or its employees/ agents/ persons employed by third parties;*

- iv. *This indemnification is only a remedy for the Bank. Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities*
- v. *an act or omission of Bidder, its employees, its agents, in the performance of the services provided by this contract;*
- vi. *breach of any of the terms of this agreement document or breach of any representation or warranty by Bidder;*
- vii. *Bidder shall further indemnify the Bank against any loss or damage arising out of loss during delivery of Speed Post/Express Parcel/Business Parcel consignment at all points of time;*
- viii. *Bidder shall indemnify and undertake to keep the Bank fully saved and indemnified against any loss, action or claim arising out of or in respect to error, misconduct, fraud, misbehavior or violations of any laws committed by Receiving party or its employees/ agents/ persons employed by third parties;*
- ix. *This indemnification is only a remedy for the Bank. Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities;”*

21. Sub-Contracting :-

The Bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the Bidder under the contract without the prior written consent of the Bank

22. Termination :-

- i. *“The Bank shall be entitled to terminate the agreement with the bidder at any time by giving thirty (30) days prior written notice to the bidder without assigning any reason.*
- ii. *The Bank shall be entitled to terminate the agreement at any time by giving notice if:*
 - c. *The bidder breaches its obligations under the tender document or the subsequent agreement and if the breach is not cured within 15 days from the date of notice.*
 - d. *The bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.*
- iii. *The bidder shall not have any right to terminate unless alternate arrangement is made by the Bank.”*

23. Effect of Termination :-

- i. *“The bidder agrees that after completion of the Term or upon earlier termination of the assignment, the bidder shall, if required by the Bank, continue to provide facility to the Bank at no less favourable terms than those contained in this tender document.*
- ii. *The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for “costs incurred, or irrevocably committed to, up to the effective date of such termination” will be admissible. There shall be no termination compensation payable to the bidder.*
- iii. *Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.”*

24. Force Majeure :-

“Neither Party 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 sabotage, fire, flood, explosion, epidemic, pandemic, civil commotion, war, acts of government, or any other occurrence of this kind listed above, which is not reasonably within the control of the affected party.

Each Party agrees to give to the other immediately a written notice as soon as reasonably possible (within 7 days) 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 15 consecutive days then either party may have the option to terminate the Agreement upon written notice of such termination to the other party.”

25. Non-Disclosure Clause :-

Bidder shall hold all information about this tender and / or information gathered about the Bank through this process in strict confidence with the same degree of care with which Bidder protects its own confidential and proprietary information. Bidder shall restrict disclosure of the Information solely to its employees, agents and Sub-contractors on a need to know basis and advise those persons of their obligations hereunder with respect to such Information

- i. *To use the Information only as needed for the purpose solely related to the Project;*

- ii. *Except for the purpose of execution of this Project, not disclose or otherwise provide such information or knowingly allow anyone else to disclose or otherwise provide such Information.*
- iii. *Bidder shall not disclose any information to parties not involved in supply of the products and services forming part of this order and disclosure of information to parties not involved in supply of the products and services forming part of this order will be treated as breach of trust and invite legal action. This will also mean termination of the contract and disqualification of the Contractor in any future tendering process of the Bank.*
- iv. *Any information considered sensitive must be protected by the Bidder from unauthorized disclosure or access.*

26. The agreement comprises of bid documents serial page no. 1 to -----

In witness whereof the parties have this day signed this Agreement on the day, month and year mentioned above.

For Bank of Maharashtra

For Courier Agency

Witness:

Witness:

1.

1.

2.

2.

VOLUME II - PRICE BID

(PRICE BID)

Subject: Empanelment of courier Agencies for collecting , carrying, and delivering of documents, letters, parcels etc from Corporate service Department, Head Office, Lokmangal, Shivaji Nagar, Pune-411005 to any addresses PAN India & Rate Contract for courier services

(The quoted rate and amount in the Price Bid shall be in filled in Typed Form only)

I . For Courier Services :-

Amount in Rs. (In Actual) Excluding GST

<u>Descriptions of Parcel for sealed Packet</u>	Local (Pune/Pune Dist) Rate per packet	Within Maharashtra	Out of Maharashtra	Total
		(Rate per packet)	(Rate per packet)	
	a	b	c	
i)Up to 250 gms				
ii)251 gms to 500 gms				
iii)Above 500 gms Additional 500 gms or part thereof				
Total :-				

A = Total of a+b+c :- In Rs.

(In Words -----)

II. For Parcels/Cargo Services:

Weight in kg	Local(Pune/ Pune Dist)Rate per packet	Within Maharashtr a(_Rate per packet)	Out of Maharashtra. Any where in India(Rate per packet)	Total
	a	b	c	
Upto 5 kg				
Above 5 kg additional 1 kg or part thereof				
Total :-				

B = Total of a+b+c =

Grand Total :- A+B (In Figure) Rs .-----

In Words -----

Rates quoted shall be inclusive of all charges excluding GST.

I / We agree to the guidelines, instructions and all terms and conditions governing the empanelment and/or awarding of work contract under this empanelment

I / We undertake to comply with the additional terms and conditions that may be stipulated by the bank in the individual work orders from time to time.

Place:

Date

Signature of the Bidder & seal of the firm