



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

TENDER NO: BOM/CSD/34/2021-22

TENDER DOCUMENT

REQUEST FOR PROPOSAL(RFP) FOR IBA APPROVED PAPER MANUFACTURER FOR SUPPLY OF MICR GRADE CHEQUE PAPER WITH CTS-INDIA & BANK'S WATERMARK

Date of Issue : 17.11.2021

Last date of submission : 07.12.2021.2021 till 3:00 PM

Last date & time for Submission of Pre Bid Queries : 30.11.2021 upto 4.00 PM

Date of Pre Bid Meeting : 01st December 2021, 11:30 AM

Date of Opening of Technical Bid: 07th December 2021, 4:00 PM

Date of opening of Financial Bid : To be intimated separately

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VOLUME-I

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|  <p>बैंक ऑफ महाराष्ट्र Bank of Maharashtra भारत सरकार का उद्यम एक परिवार एक बैंक</p> | <p>निगमित सेवाएं विभाग Corporate Services Department प्रधान कार्यालय: लोकमंगल, 1501, शिवाजीनगर, पुणे-5 Head Office: LOKMANGAL,1501,SHIVAJINAGAR,PUNE-5 टेलीफोन/TELE :020-25614331 फैक्स/FAX :020-25512351 ई-मेल/e-mail :bomcoocs@mahabank.co.in</p> |  <p>एक कदम स्वच्छता की ओर 'स्वच्छता अभियान' की सफलता हेतु हम प्रतिबद्ध हैं</p> |
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Tendor No. BOM/CSD/34 / 2021-22

Dt.17.11.2021

A. NOTICE INVITING TENDER (NIT)

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

- Item required and Quantity:** 100 M.Tons of 95 GSM MICR Grade Cheque paper in reel form.
- The tender document** may be downloaded from the Bank's Website,www.bankofmaharashtra.in/tenders . No hard copy will be issued from the Head Office. Bidder shall submit tender fee of Rs 500 (Five Hundred Rupees Only) in the form of Demand Draft/Bankers Cheque in favour of Bank of Maharashtra payable at Pune, Maharashtra. The same shall be enclosed with Technical Bid.
- Tender Specifications dully filled-in, signed and sealed should be addressed & submitted to Deputy General Manager, Corporate Services Department, 1501 Lokmanagal, Shivajinagar, Pune – 05 and shall be dropped in tender box kept at reception area of above mentioned address. The tender submitted at any other location apart from aforesaid tender box or submitted by courier/speed post or not received within stipulated time will be rejected and will be returned back
- No addition or alterations shall be made in the Specifications, the conditions of contract and the tender by the Bidder and, if made, such tender is liable to be rejected. In case of the successful tender, any such additions and alterations made by the Bidder will be treated as null and void. Conditional tenders will be summarily rejected
- The last date of submission of tender shall be 07th December 2021 (up to 03:00 PM)
- Nature of Bid:** Two Bid System i.e., Technical Bid & Financial Bid
- Earnest Money Deposit:** Bidder has to submit Bid Securing Declaration Form as per Annexure-I of the tender.

- 8. Supply schedule & Destination:** Delivery of entire quantity is to be made within 45 days from the date of order to Printers' godowns at Pune/Mumbai (90 MT)& Udupi ,Manipal (10 MT) where printer's printing unit situated. Bidder shall take note of aforesaid schedule time frame.
- 9.** Pre-bid meeting is arranged on 01st December 2021 at 11.30 A.M. 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.

10. Last Date and time for submission of offers

Offers should be submitted under two bid concept. The technical bid to be submitted in a separate sealed cover containing details as per clause No.6 (Nature of Bid) and DD towards tender fee & Bid Securing Declaration Form. The second sealed envelope should contain the Financial Bid. Both envelopes containing technical bid and financial bid are to be put together in a third envelope. The third cover containing both technical and financial bids superscribing "Tender No. BOM/CSD/34/2021-22. Dt. 17.11.2021" should reach the following address on or before 07.12.2021 up to 3.00 p.m.

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

- 11.** Date and time for opening of offers: Technical Bids will be opened on 07.12.2021 at 4.00 PM. positively. The Financial Bids of those suppliers whose technical bids confirm to our specifications, terms & conditions will be opened subsequently or later on .
- 12.** This bid is non-transferable.

Sd
Deputy General Manager
Corporate Services.
Head Office,Pune

B. Form Of Tender

To,

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

Sub: Tender No.BOM/CSD/34/2021-22 Dt: 17.11.2021

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

1. Name of the bidder company/Firm :
2. Address (with telephone No. and E-mail ID) :
3. Constitution : Ltd Company/Partnership Firm/Proprietary Firm/One person company/LLP
4. PAN No. :
5. TIN /GST No. :
6. Name and address of the paper Manufacturer
(if tender is submitted by Authorised Agent/Dealer) :
7. Size/s of the paper Mill Can supply : a) Reel form
B) Size with width of 43 cms
8. Name, Designation, Telephone/Mobile No.
and E-mail ID of the contact person :
9. Details of Tender Fee :
Tender Fee paid vide DD no. _____ dated _____
for Rs.500.00 favouring "Bank of Maharashtra": drawn on _____ Bank
10. Details of Earnest Money Deposits :- (Bidder have to submit Bid Securing Declaration Form as per annexure -I)

11. Names of Banks to whom MICR Grade cheque paper is supplied in last 2 years. (Copy of proof be enclosed)

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

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

Place:
Date:

Signature with Seal:
Name:
Designation:

C.TECHNICAL SPECIFICATIONS

The technical specification are as mentioned below :-

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

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

C. **Grammage** : 95 GSM

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

E. **Size Reel Form** : Size width of 43 cms

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

| |
|--------------------------------------|
| D.Pre –qualification Criteria |
|--------------------------------------|

- A. Supplier should be in the approved list of Indian Banks' Association, Mumbai for manufacture of MICR Grade Cheque Paper.
- B. They should have supplied MICR Grade Cheque Paper to Nationalized Banks regularly for the last two years ending as on 31.03.2021.
- C. Supplier has to furnish Year wise/Bank wise details of quantity of such paper supplied to Banks.
- D. Proof of having supplied at least 100 M.tons of MICR grade paper within 45 days of order to be submitted.

Documentary proof like copies of purchase orders or certificate from Banks etc for all A B C & D above be attached with technical bid

E. GENERAL TERMS & CONDITIONS

1. Specification:

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

2. Earnest Money Deposit / Performance Security Deposit:

- The Offer shall be accompanied by Bid Securing Declaration Form as per Annexure-I
- Bidder has to submit performance security deposit of Rs. 2,00,000.00 (Rupees Two Lakh) in form of a Demand Draft favouring Bank Of Maharashtra payable at Pune. The aforesaid performance security deposit is to be submitted within 07 days from issue of work order. Performance Security Deposit will be refunded after a period of six months from the date of fulfillment of all obligations under the contract and subject to satisfactory supply of entire quantity of paper and submission of Sensitivity test certificate. The decision taken by bank in this regard shall be final & binding on the supplier
- Offers without Bid Securing Declaration Form will be rejected.
- Performance Security Deposit shall not earn any interest till it is refunded.

3. Nature of Bid:

- Offers are to be submitted in Two Bids., Technical Bid & Financial Bid
- Technical Bid to contain :-
 - A .Notice Inviting Offers
 - B. Form of Tender
 - C. Technical Specification
 - D. Pre-qualification Criteria
 - E. General Terms & Conditions
 - Tender fee Rs500.00
 - Proof regarding eligibility/ supply of MICR Grade Cheque paper to nationalized banks during last two years.
 - Sample of MICR CTS Paper
 - F. Queries related to RFP
 - G. Non Disclosure Agreement
 - H. Pre contract Integrity Pact
 - Bid Declaration Form (Annexure-I)

The technical bid to be submitted in a separate sealed cover containing details as per clause No.6 (Nature of Bid) and DD towards tender fee & Bid Securing Declaration Form. The second sealed envelope should contain the Financial Bid. Both envelopes containing technical bid and financial bid are to be put together in a third envelope. The third cover containing both technical and financial bids superscribing "Tender No. BOM/CSD/34/2021-22. Dt. 17.11.2021" should reach the following address on or before 07.12.2021 up to 3.0 p.m

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

- Financial Bid to contain Offers quoting the rates with delivery to mention destination .
- Rates should be separately quoted per ton inclusive of all taxes, Cess, Excise Duty, Freight (inclusive of door delivery charges), transit insurance charges etc but exclusive of GST and including delivery at destination within India where printer printing mill situated at Pune/Mumbai (90 MT)& Udupi –Manipal (10MT) as per Bank's purchase order .
- L1 rates will be arrived at on the basis of the total cost quoted excluding GST.
- If L1 backs out bank reserve the right to entrust work to L2 subject to L2 agree to work on L1 rate.

4. Supply Schedule & Destination:

- Delivery of entire quantity is to be made within 45 days from the date of order to Printers' godowns at Pune/Mumbai(90MT) & Udupi (Manipal)-10 MT from manufacturing unit of paper mill.
- However Bank may, at its discretion consider on merits/unavoidable circumstances any request from the supplier for extension of the due date.
- Failure to supply wholly or partly, as per terms of our order, non performance or non supply in time or supplying the materials which do not conform to the specification/quality prescribed or which is found defective, will entail enforcement of one or more of the following
 - A. Cancellation of the order in part or full and forfeiture of Performance Security Deposit.
 - B. Recovery of extra cost, if any, incurred by the Bank in securing the materials from other sources, due to the defect/delay in execution over stipulated time or otherwise, by adjusting the Performance Security Deposit besides the Bank reserves rights to claim balance cost/damages.

5. Defect Liability:

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

6. Other conditions:

- Offers should be valid for 90 days and once the order is to be placed within this period, the rate is applicable until execution of order to its completion irrespective of the time schedule prescribed for it.
- The Acceptance of the offers will rest with the Bank which does not bind itself to accept the lowest offer, and reserves to itself the authority to reject any or all of the offers received and cancel the entire tender process at any stage without assigning any reason.
- Offers in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

- The Bank reserves the right to accept the offer in full or in part and the offerer shall have no claim for revision of rates/other conditions if his offer is accepted in part.
- Offers with any conditions overriding our Terms & Conditions are liable for rejection.
- Integrity Pact (IP) should be executed.
- Bank shall be sole authority to decide in all situations including Force Majeure Situation.

7. Date and time of opening of offers:

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

8. Special Condition to the Bidder:

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who. Whether acting alone or together, or through one or more juridical

person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

Accepted the Terms & Conditions

Signature of Bidder with Seal

F. QUERIES RELATED TO RFP

| <u>REQUEST FOR PROPOSAL(RFP) FOR IBA APPROVED MANUFACTURER FOR SUPPLY OF MICR GRADE CHEQUE PAPER WITH CTS-INDIA & BANK'S WATERMARK</u> | | | | | |
|--|--------|-------------------|-------------------|--|-----------------------|
| Name of Supplier | | | | | |
| 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 on bomcocs@mahabank.co.in prior to Pre-bid meeting date)

Only one Authorized representatives of the Service provider who have purchased the RFP will be allowed to attend the Pre-Bid meeting and during the tender opening process.

ANNEXURE-I

Bid Securing Declaration Form

Date: _____

Tender No. _____

To,
Deputy 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, incase 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 he Bid Securing Declaration)

Duly authorized to sign the bid for and 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 _____ (*hereinafter referred to as the "Sevice provider/Receiving Party", which expression shall, unless repugnant to the context thereof, mean and includes its affiliates and their successors and permitted assigns) of the First Part;*

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 (*hereinafter referred to as the "Bank/ Disclosing Party", which expression shall, unless repugnant to the context thereof, mean and includes its affiliates and their successors and permitted assigns) of the Second Part;*

Both **Bank/ Disclosing Party** and **Receiving Party** are hereinafter collectively referred as '**Parties**' and individually as '**Party**'.

The Supplier and BOM had discussions and negotiations concerning the establishment during continuance of a business relationship between them as per tender document ,RFP dated 17.11.2021(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. Dispute Resolution :-

“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 to higher authorities. Even after the interference of higher authorities, the dispute persists, such dispute will 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 statutory 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.”

7. Governing Laws :-

“This Agreement will be governed by and construed in accordance with the laws of India and statutory modifications thereof from time to time. Any or all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts of Pune.”

8. Notice/ Communications:

“All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, courier service, registered email, postage or any other mode approved by the court of law addressed to the party to be notified at the below address as such party may designate upon reasonable notice to the other party:

| <i>Disclosing Party</i> | <i>Receiving Party</i> |
|-----------------------------|-----------------------------|
| <i>Representative name:</i> | <i>Representative name:</i> |
| <i>Address:</i> | <i>Address:</i> |
| <i>Email:</i> | <i>Email:</i> |
| <i>Phone number:</i> | <i>Phone number:</i> |

9. 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 RFP dated 17.11.2021.

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.

10. Damages:-

“The provisions of this Agreement are necessary for the protection of confidentiality of data and the business goodwill of the Bank and are considered by the parties to be reasonable for such purposes. Receiving Party agrees that any breach of this Agreement will cause substantial and

irreparable damages to the Disclosing Party. In the event of such breach, in addition to other remedies, the disclosing party has a right to receive entire loss and damages on account of such disclosure. Further, the Receiving Party agrees to indemnify the Disclosing Party against loss suffered, directly or indirectly, due to breach of contract and undertakes to indemnify for the same”

11.Waiver :-

“The failure to exercise any right provided in this Agreement shall not be a waiver of prior, concurrent or subsequent rights unless made in writing and signed by the authorized representative of both Parties. This agreement and each party’s obligation shall be binding on the representatives, assigns and successors of such Party.”

“IN WITNESS WHEREOF, the parties have executed this Agreement on the date first mentioned hereinabove by their duly authorized representatives.” 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-

Place-

H. PRE CONTRACT INTEGRITY PACT

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of month of ____ -2021, between on one hand, Bank of Maharashtra through authorized official Shri. (Designation) _____, Corporate Services Department, Bank of Maharashtra ,a body corporate constituted under Banking Companies(Acquisition and transfer of undertaking)Act 1970 & having its Head Office at 1501, Lokmangal, Shivaji Nagar,Pune-411005(hereinafter called the “BUYER”, which expression shall unless it be repugnant to the subject thereof, include its successors 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 MICR grade cheque paper with CTS –India & Bank’s water mark (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 Corporate Service Department of Bank of Maharashtra

NOW, THEREFORE,

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

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

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

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

Commitments of the BUYER:

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

BIDDER which could afford an advantage that particular BIDDER in comparison to other BIDDERS.

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

COMMITMENTS of BIDDERS

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

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

The term 'relative; for this purpose would be as defined in Section 2(77) of the Companies Act 2013.

- 3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression :

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

5. Sanctions for Violations:

- 5.1. 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 :-
 - 5.1.1. 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.
 - 5.1.2. 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.

- 5.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 5.1.4. 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.
- 5.1.5. 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.
- 5.1.6. 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.
- 5.1.7. 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.
- 5.1.8. 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.
- 5.1.9. 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
- 5.1.10. 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.

6. Fail Clause:

- 6.1. 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.

7. Independent Monitors:

- 7.1. 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).

- Name : Arun Jha
Designation : Secretary to GOI(National Commission for Scheduled Castes)
Email id : <mailto:arunjha01@gmail.com>>arunjha01@gmail.com
- Name : Umesh Vasant Dhattrak

Designation : Officer of Public Sector Unit (Rashtriya Chemicals & Fertilizers Unit)

E-Mail id : <mailto:uvdhatrak@gmail.com>">uvdhatrak@gmail.com

- 7.2. 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.
- 7.3. The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- 7.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5. 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.
- 7.6. 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.
- 7.7. 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.
- 7.8. 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.

8. Facilitation of Investigation :

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

9. Law and Place of Jurisdiction :

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

10. 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.

11. Validity:

11.1. The validity of this Integrity Pact shall be from date of its signing and extend up to two 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.

11.2. 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.

12. "IN WITNESS WHEREOF, the parties have executed this Pre Contact Integrity Pact on the date first mentioned hereinabove by their duly authorized representatives." at _____ on _____

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

BIDDER
CHIEF EXECUTIVE OFFICER
(Office Seal)

(Office Seal)

Place _____

Date _____

Witness:

1 _____

(Name & Address) : _____

2 _____

(Name & Address) : _____

Witness:

1 _____

(Name & Address) : _____

2 _____

(Name & Address) : _____

VOLUME-II

FINANCIAL BID

SUB : Supply of 95 GSM MICR Grade Cheque paper

Ref : Tender No.BOM/CSD/34/2020-21 dt. 17.11.2021

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

(The rate and amount in the financial bid shall be in typed form .The hand written filled financial bid will be summarily rejected)

| S r . N o . | Description of MICR CTS Paper to be supplied | Q u a n t i t y | Rates / Per M. Ton | Basic Cot For Supply of 100 MT Paper(In actual Rs.) | GST (In actual Rs.) | Total cost for supply 100 MT Paper with GST(In actual Rs.) |
|----------------------------|--|--|--------------------------|--|------------------------|--|
| | Supply of MICR grade cheque paper with Bank of Maharashtra's water mark in Hindi / English and CTS India water mark satisfying specification as per IS 11087/1986 with 95 GSM grammage,50 % opacity and size of 43 cm width in reel form as per terms and specification of tender(Paper will be supplied from manufacturing unit of | 1 0 0 . 0 0 M . T o n s | | | | |

| | | | | | |
|---|--|--|--|--|--|
| paper mill to printing unit of printer's at Pune/Mumbai-90 MT & Udupi-Manipal -10 MT) | | | | | |
| Basic Total Cost for Supply of 100 MT Paper (In Words) | | | | | |
| GST (In Words) | | | | | |
| Total Amount in words including GST | | | | | |

(Rate shall be Inclusive of all taxes, Cess, Freight, Hammali, Loading/ Unloading, Insurance, any other charges etc except GST at specified delivery locations)

Note :-Supplier have to supply 90 MT Paper at Mumbai/Pune & 10 MT at Udupi (Manipal)

Seal

SIGNATURE OF THE BIDDER