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| <p>बैंक ऑफ महाराष्ट्र प्रधान कार्यालय लोकमंगल, 1501, शिवाजी नगर, पुणे-5</p> |  | <p>BANK OF MAHARASHTRA <u>Head Office</u> LOKMANGAL, 1501. SHIVAJINAGAR, PUNE-5</p> |
| <p>निगमित सेवाएं विभाग</p> | | <p>Corporate Service Department</p> |
| <p>टेलीफोन/TELE : 25534331, 25532731-33to35 फैक्स/ FAX : (020)25512351 ई-मेल /e-mail: bomcocs@mahabank.co.in</p> | | |

Application Form for

EMPANELMENT AND TENDER FOR COURIER SERVICES

Empanelment invited by

Assistant General Manager
Bank of Maharashtra
Corporate Services
Head Office, Lokmangal,
1501, Shivajinagar Pune- 411005.

Tel. 020-25614283, 25614331.
Email: bomcocs@mahabank.co.in

Application Submitted by

Name : _____

Address : _____

Contact No: _____

Email ID: _____

PART – I

(Technical Bid)

INVITATION FOR EMPANELEMENT OF COURIER AGENCIES & TENDER

1. Bank of Maharashtra Corporate Services Department, Head Office Pune, intends to empanel, for three years, courier agency for courier services, for collecting, carrying and delivering of documents, letters, parcels etc., from its Head Office, at Lokmangal 1501, Shivajinagar, Pune-411005. to its Offices/Branches of the Bank spread across PAN India and any other addresses. In this regard, the Bank invites Empanelment Application and tender from the Courier Agencies carrying on the business of collecting, carrying and delivering documents, letters, parcels etc. from one place to another in India in accordance with the instructions of its clients.

| | | | |
|----|---|---|---|
| 1. | Name / Nature of the work | : | Collecting, carrying and delivering of documents, letters, parcels etc. from Corporate Services, Head Office, Lokmangal 1501, Shivajinagar, Pune-411005 and any other Department situated in Head Office to its offices/branches of the Bank spread across PAN India and any other addresses. |
| 2. | Time period of Empanelment | : | Three Years |
| 3. | Period of Issue of Empanelment Application | : | 31.08.2017 to 07.09.2017 |
| 4. | Last date and time for receipt of completed Application | : | 07.09.2017 up to 3.00 p.m. |
| 5. | Date and Time of Opening Technical Bids | : | 07.09.2017 at 4.00 p.m. |
| 6 | Cost of Empanelment Application | : | Rs 2,000/- (Rs. Two thousand only) by way of Demand Draft of a scheduled Bank drawn in favour of 'Bank of Maharashtra ' payable at Pune (Non-refundable) & to be enclosed along with Technical Bid |
| 7 | Submission of Empanelment Application | : | The Empanelment & Tender Application shall be submitted in two separate envelopes-, Envelope No (1) –Technical Bid and Envelope No - (2) Price Bid. Both envelopes should be submitted on the same date and time. The Technical Bid and Price Bid are to be placed in two separate individual envelopes, sealed and superscribed as ' Technical Bid ' and ' PRICE BID ' respectively. These two envelopes are then to be placed together in envelope No.3, sealed and superscribed on the outside with the narration "PROPOSAL FOR EMPANELEMENT OF COURIER AGENCIES & TENDER" |

2. Application Documents for the Empanelment & Tender consisting of the set of terms and conditions to be complied with and other necessary documents which form the part of application form can be obtained in person from Bank of Maharashtra, Corporate Services Department , Head Office, Lokmangal 1501, Shivajinagar Pune , between 10.00 a.m. and 03.00 p.m. on all working days of the Bank from 31.08.2017 to 07.09.2017 .

3. Alternatively, the application documents consisting of above can be downloaded from Bank's website [i.e. http://bankofmaharashtra.in/](http://bankofmaharashtra.in/) and the downloaded applications can be used for submission. In case of any ambiguity/discrepancy between the downloaded document and original application submitted in the form of hard-copy, the version of the documents placed on the website shall prevail.

4. The Bank reserves the right to accept or reject at any stage, wholly or partly, any or all the applications without assigning any reason whatsoever. Bank's decision in this regard will be the final and binding on all applicants.

(Signature)
Assistant General Mtnager
Bank of Maharashtra
Corporate Services
Head Office, Lokmangal,
1501, Shivajinagar Pune- 411005.

ELIGIBILITY CRITERIA (TECHNICAL BID)

(Documentary proof for each item is to be furnished with Technical Bid)

APPLICANTS SHOULD FULFIL ALL THE FOLLOWING CONDITIONS TO BE ELIGIBLE FOR PARTICIPATION IN THE EMPANELMENT BID

1. The Organisation/Agency should have been in the business of collecting, carrying and delivering documents, letters, parcels etc. from one place to another in India in accordance with the instructions of its clients for more than 3 years.
2. The Organisation/Agency should have on-line live tracking system of the documents, letters, parcels etc. collected from the Bank. The website address and related details for the same be provided in application document.
3. The Organisation/Agency shall have offices in all the states in India including Jammu & Kashmir and North Eastern States also. Detailed list of offices be submitted with documentary address proof. The organization/Agency should have their office in Pune.
4. The Organisation/Agency shall have a valid PAN number. GSTIN. The copy of the PAN number shall be enclosed to the Empanelment Bid.
5. The firm shall be registered for Service Tax. In case the firm is not covered under service tax an undertaking in this regard must be provided stating the clause under which Service Tax is not applicable to them.
6. All the forms provided in the Empanelment documents must be completed in full and all pages of Empanelment documents must be signed and sealed before their submission.
7. A copy of the Power of attorney as required under the rules for signing and submission of Empanelment documents is to be submitted along with the application.

FORM OF APPLICATION

(On Organization's/Agency's Letter Head Form)

To,
The Asst. General Manager,
Bank of Maharashtra
Corporate Services
Head Office, Lokmangal,
1501, Shivajinagar Pune- 411005.

Dear Sir,

Sub: Request for Empanelment of Courier Agencies for collecting, carrying and delivering of documents, letters, parcels etc. from Corporate Services, Head Office, Lokmangal, 1501, Shivajinagar Pune- 411005. and any other Departments in Head Office to the offices/branches of the Bank and any other addresses.

1. I/we have read and understood the instructions and other terms and conditions furnished in the notice in the Bank of Maharashtra's Website in respect of the captioned Empanelment. I/we hereby submit my/our application for the captioned "Request for proposal" of your Bank. I/we do hereby declare that all the information furnished in the application and supplementary sheets are correct to the best of my/our knowledge and belief.
2. I/we have no objection if enquiries are made about the work executed by me / us in the accompanying sheets.
3. I/we clearly understand and agree that if any of the information furnished by me/us hereunder is found to be wrong or untrue or false or incorrect or incomplete, my/our application is liable to be rejected. Further, if I am/we are appointed as the 'Courier Agency' for the above work on the basis of the information furnished in my/our application and the information furnished therein is subsequently found to be wrong, untrue, false or incorrect, my/our Agreement with the Bank is liable to be terminated forthwith at the discretion of Bank, at any stage, without notice and without any compensation whatsoever for such termination.
4. I / We understand and agree that the decision of Bank of Maharashtra in empanelment of the Courier Agencies is final and binding to me / us.

Thanking You,

Yours faithfully,

Signature of the Authorized Official

Name:

Designation

Place:

Date:

INSTRUCTIONS TO THE APPLICANTS

1. Empanelment Application Documents consisting of the various set of terms and conditions for shortlisting to be complied with and other necessary documents which form the part of Empanelment Application can be obtained from Bank of Maharashtra , Corporate Services, Head Office, Lokmangal, 1501, Shivajinagar Pune-411005 , in person between 10.00 a.m. and 03.00 p.m. on all working days of the Bank during period of issue of application.

Alternatively, the Empanelment documents consisting of above can be downloaded from our website i.e. <http://bankofmaharashtra.in/> and the downloaded applications can be used for the submission of Application. In case of any ambiguity/discrepancy between the downloaded document and original application submitted in the form of hard-copy, the version of the documents placed on the website shall prevail.

2. The Empanelment Proposal shall be submitted in two separate sealed envelopes i.e. Envelope No:1 'Technical Bid ' and Envelope No:2 'PRICE BID'. The sealed envelope containing Qualification bid shall be superscribed as "Technical Bid " and the sealed envelope containing price bid should be superscribed as "PRICE BID" respectively. The two sealed envelopes, one containing Technical Bid and second containing Price Bid shall be placed in a single envelope No.3, duly sealed and superscribed on the outside with the narration 'PROPOSAL FOR EMPANELMENT OF COURIER AGENCIES & TENDER". . The Empanelment document as above shall be submitted on or before the prescribed date and time as detailed below. The third sealed envelope may be submitted , on or before 3.00 p.m. on 07.09.2017.

The Assistant. General Manager,
Corporate Services,
Bank of Maharashtra, Head Office,
Lokmangal, 1501, Shivajinagar Puen- 411005.

Alternatively, the proposals may be submitted through Registered /Speed Post so as to reach the above official on or before the due date and time indicated above. The responsibility of submitting proposals to the above address on or before the above mentioned due date and time is that of applicant and any proposals received after due date and time as above shall not be accepted. The Bank will not be responsible for any delay or late submission of the Empanelment Application or any loss arising therefrom in any manner, whatsoever.

3. The Technical Bids will be opened in the above said office **on 07.09.2017 at 4.00 p.m.** Any one authorised representative of the Organisation/Agency will be allowed to be present during the opening of the Technical Bids, if it chooses to do so. The date of opening the Price Bids will be intimated subsequently only to such applicants who have qualified and shortlisted based on the above pre-qualification criteria. The applicants are requested to be present during the opening of the proposals in their own interest. In case of any change in the date of submission and opening of the Empanelment Bid, the same will be intimated through a corrigendum on website. No separate communication will be sent to the individual applicants.

4. The two envelopes are classified as:

- (1) Technical Bid and
- (2) Price Bid.

The sealed envelope No;1 superscribed as “ TECHNICAL BID“ submitted shall contain all the following details/documents:

- i. The Empanelment proposal, completed in all respects, shall be signed by the Authorized Signatory of the applicant on all the pages of the application document at the bottom right side corner in token of acceptance of the terms and conditions of the Empanelment and for the purpose of identification. This is to ascertain that the applicant has quoted against all relevant items. No reference to the Price Bid shall be made in the Technical Bid and if so made the entire proposal will be disqualified and rejected summarily.
- ii. All the documents in support of the prequalification criteria mentioned in the Empanelment Application form. The documents have to be self-attested by the Authorized Signatory with official seal.
- iii. The technical features/brochures and such other details / data are required for the qualification evaluation. All qualification information considered relevant and useful shall be furnished at the first instance itself along with the Technical Bid in envelope No;1. No additional/supplementary information/document shall be entertained by the Bank subsequently unless it is found necessary and sought by the Bank in writing.
- iv. DD for Rs.2,000/-(non-refundable) towards the cost of the Empanelment Application shall be kept separately in the envelope No.1 containing the Technical Bid .

The envelope No.2 superscribed as “Price Bid” shall be sealed in the manner described in sub-paragraph 2 above and submitted on the same date and time specified above, along with Technical Bid. Non submission of the Price Bid and the Technical Bid in separate sealed envelopes, in a manner prescribed above shall automatically render the entire application being summarily rejected. The Price Bid envelope shall contain only price quoted, duly filled in in the exact format prescribed in the Empanelment proposal with values written in both words and figures, and as detailed elsewhere in the Empanelment documents.

No corrections such as cuttings, interpolations, omissions, over-writings etc in the application are permitted. Minor corrections such as cuttings, interpolations, omissions and over-writings if any, shall be duly authenticated by the authorized representative of the applicant.

- 5. Bank of Maharashtra reserves the right to amend, delete or modify any of the pre-qualification criteria prescribed as above.
- 6. Addenda, if considered necessary by the Bank, to the Empanelment document, may be issued prior to the date of opening of the Technical Bids. Any changes/modifications/ amendments in the Empanelment document will be released in Bank’s website only and no individual communication or any newspaper advertisement will be issued by the Bank, which may please be noted.
- 7. Applicants are advised, in their own interest, to refer to the Bank’s website prior to the due date prescribed for opening of the Technical Bid to ensure that they have not missed to observe any

addenda/corrigendum. The responsibility of downloading the related addenda/corrigendum, if any, will be that of the applicants downloading the Empanelment document. No separate intimation in respect of addenda/corrigendum will be sent to any of the applicants. All addenda issued by the Bank shall be treated as part and parcel of Empanelment document.

8. Any printing or typographical errors/omission in Empanelment document observed by the applicant shall be referred to the Bank and Bank's decision regarding its interpretation/ correction shall be final and binding on the applicants.
9. Applicants are advised to examine and fully satisfy themselves before submitting their applications as to the nature of work to be executed and the other aspects pertaining to and/or impacting the work and shall themselves obtain all necessary information/ clarification as to the risks, contingencies and other circumstances which may influence or affect the work.
10. By submitting the application and agreeing to the terms and conditions specified in the Empanelment Document, the applicant shall be deemed to have full knowledge of the proposed scope of work and no extra charges consequent to and arising out of any misunderstanding/misinterpretation or otherwise shall be allowed by the Bank. Submission of an application by an applicant implies that he has read this notice and all other documents relating to this Empanelment and has made himself fully aware of the scope and specifications of the work to be undertaken and also the terms and conditions and other factors having a bearing on the execution of the work.
11. The applicants will not be entitled to any claim of compensation, financial or otherwise, for difficulties, if any, faced or losses incurred by them on account of submission of the application or on successful shortlisting/final selection.
12. Applications which do not satisfy any of the conditions prescribed in the Empanelment document or if any condition, including the offer of conditional rebate/discount put forth by the applicant, shall be summarily rejected.
13. The acceptance of an application will rest with the Bank of Maharashtra and the Bank reserves to itself the discretion/authority to reject any or all the applications received without assigning any reason whatsoever. An application, in which any of the prescribed condition is not fulfilled or is incomplete in any respect, is liable to be summarily rejected. The Bank of Maharashtra reserves the right to accept or reject the applications in full or in part and applicants shall have no claim in the matter.
14. The Empanelment offers & Tender shall remain valid for acceptance for a period of 180 days from the date of opening of Price Bid.
15. Integrity Pact agreement to be executed. (Format enclosed as annexure I).

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. and Rs.....for additional 250 gms.

For parcels/cargo: Upto 5 Kg Rs.

Above 5 Kg 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 find 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. 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.

Method of Evaluation

1. All the applications should reach Bank of Maharashtra, Corporate Services Department, Head Office Pune before the specified date and time.
2. On the scheduled day/time of opening the Technical Bid or on any other date/time specified by the Bank (in the event of the date of opening being postponed due to any compelling circumstances), the Technical Bids will be first opened in the presence of the authorized representatives of the applicants who may choose to be present.
3. The Applicants shall submit along with application the copies of all documents supporting their firm's compliance to the pre-qualification criteria. The evaluation will be based on the pre-qualification criteria prescribed and also on the basis of the terms and conditions/documents prescribed and received along with Empanelment application. The applications submitted by the firms without enclosing all the prescribed documents shall not be considered for the purpose of evaluation of their pre-qualification eligibility criteria. As such all are requested to submit the required documents/information, complete in all respects.
4. Only those applicants who satisfy the required minimum pre-qualification criteria prescribed and also all terms and conditions of the Empanelment will be shortlisted for opening of Price Bids.
5. The Price Bids of only the qualified applicants as above will be opened after due intimation to them, in the presence of representatives of qualified applicants, who may choose to be present on the occasion. It must be noted that only Price Bids of qualified applicants will be opened on the said date, time and venue and the Price Bids of all the applicants who have not qualified will be returned to them unopened in the condition in which they were received by the Bank, in the interest of transparency.
6. After opening of the Price Bids of the qualified applicants, the prices quoted by them will be evaluated for arriving at the 'least quote' (L1) for each area stated in the Price Bid separately. The Bank reserves the right to further negotiate with L1, the price quoted by it. The Bank is not bound to accept the lowest or any other price and reserves the right to reject any or all the Application received, without assigning any reason whatsoever.
7. A Letter of Empanelment will be issued to the successful applicant. The successful applicant has to then enter into an Agreement with the Bank within 14 days from the date of issue of Letter of Empanelment. A Draft Agreement is enclosed along with Empanelment document. The notice inviting Empanelment Application, General Rules and Instructions for the guidance of applicants and all terms and conditions in the Empanelment document shall form a part and parcel of the Contract.
8. The successful applicant shall agree that until agreement is signed, his Empanelment Application Document shall constitute to be a binding agreement between the successful applicant and the Bank of Maharashtra .
9. During the course of evaluation, the Bank, if considered necessary, may seek supplementary information/ clarifications from the applicants.
10. Voluntary submission of the supplementary information / clarifications by the applicants shall not be accepted and supplementary information / clarifications shall be limited to the details sought for by the Bank only. Any other un-related information / clarifications furnished shall not be recognized by the Bank.

Bank of Maharashtra

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 Central Excise Department for payment of Service Tax. 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 | |

| | | |
|----|--|--|
| 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 | |

Signature of the Applicant with seal

DECLARATION

1.The above particulars furnished by us are true and correct to the best of our knowledge.

2. The duties/functions expected to be performed by us as Courier Agency are clearly understood by us and we enclose herewith a list of duties/functions duly signed in all the pages.

3.We agree to execute necessary Agreement for the work to be entrusted to us at the appropriate time and we also agree to bear all expenses towards executing the agreement.

4.We have enclosed copies of all required documents sought for in the application.

5.We understand that Bank reserves the right to accept, reject my/our application without assigning any reasons, whatsoever, and the decision of the Bank shall be final and binding on us.

Place: Signature of the Applicant with seal
Date:

PART – 2
(PRICE BID)
(Should be submitted in “Price Bid” Envelope)

The Courier charges to be quoted in the Price Bid by the Applicant shall be on the following basis:

A. **FOR COURIER SERVICE:**

Amount in Rs.

| <u>Descriptions</u> | <u>Local</u> <u>(Pune/Pune</u> <u>Dist)</u> | <u>Within</u> | <u>Out of Maharashtra</u> |
|--|--|---------------------------|----------------------------------|
| | | <u>Maharashtra</u> | <u>Any where in India</u> |
| i)Up to 250 gms | | | |
| ii)251 gms to 500 gms | | | |
| iii)Additional 500 gms or part thereof | | | |

For parcels/cargo:

| Weight in kg | Local(Pune/Pune Dist) | Within Maharashtra | Out of Maharashtra. Any where in India |
|----------------------------|------------------------------|---------------------------|---|
| Upto 5 kg | | | |
| Above 5 kg or part thereof | | | |

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.

Place:

Signature of the Applicant with seal

Date:

PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of month of _____ 2016, between on one hand, Bank of Maharashtra through authorized official Shri -----, Assistant General Manager, Corporate Services Department, Bank of Maharashtra (hereinafter called the "BUYER", which expression shall mean and include unless the context otherwise required, his successors in office and assigns) of the First Part and M/s _____ represented by Shri. _____ Chief Executive Officer (herein called the "BIDDER/Seller" which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipments) 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 Services 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/ 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 6 of the Companies Act 1956
- 3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

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

5. Earnest Money (Security Deposit)

- 5.1. While submitting commercial bid, the BIDDER shall deposit an amount **Rs.-----** (to be specified in RFP) as Earnest Money Deposit/ Security Deposit, with the BUYER through any of the following instruments:
 - 5.1.1. Bank Draft or Pay Order in Favor of **Bank of Maharashtra.**
 - 5.1.2. A Confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demure whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - 5.1.3. Any other mode or through any other instrument (to be specified in the RFP)

- 5.2. The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4. No interest shall be payable by the BUYER to the BIDDER in Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations:

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

7. Fail Clause:

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

8. Independent Monitors:

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

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions:

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

12. Validity:

12.1.The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period whichever is later, in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2.Should one or several provisions of this pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

BUYER
Name of the Officer: -----
Designation:Assistant 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) : _____