



**PROPOSAL REFERENCE NO - M&P/Printing of Notices for AGM & Annual Report 2021-22**



**Marketing & Publicity Department,  
Head Office, 'Lokmangal',  
1501, Shivajinagar, Pune 411 005**

Cost of Proposal Document: Rs. 5, 000/-

**Request for Proposal (RFP) for printing of Notices for AGM & Annual Report 2021-22**

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**A. INVITATION FOR TENDER OFFERS**

Sealed tenders are invited from the interested Bidders for the printing of Bank's Annual Report ( Colored and Deluxe types) & Notices for AGM for the year 2021-22.

**Details of RFP in brief:**

Job-1	Printing of Annual Report 2021-22
Quantity	TYPE
72,000 Copies (Approx.)	Colored Full Version of Annual Report
200 Copies (Approx.)	Deluxe Full Version of Annual Report

Job-2	Printing of Notices for AGM 2021-22
Quantity	<b>72,000</b> copies (Approx.)

Language: Bilingual – Hindi & English

Both, technical & commercial, bids must be submitted giving full particulars **in separate sealed envelopes** on or before the last date specified.

Pre-submission meeting with Bidders	29.04.2022	<b>12.30 P. M.</b>
Last Date and Time for receipt of tender offers	06.05.2022	<b>05:00 P. M.</b>
Time and Date of Opening of Technical tender offers	09.05.2022	<b>12:00 NOON</b>
Time and Date of Opening of Commercial tender offers	09.05.2022	<b>04:30 P. M.</b>

**Address for communication**, submission of Bid and place of opening tender offers:

Marketing & Publicity Department,  
Bank of Maharashtra  
Head Office, Lokmangal, 1501, Shivajinagar, Pune – 411 005  
Tele No : (CM M & P) 020 – 25614285 / 334, (Company Secretary) 020-25614330  
Fax No: 020 – 25520473, Email: cmmktg@mahabank.co.in; publicity@mahabank.co.in;

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**Tender Fee (nonrefundable):** Rs. 5, 000/- (Rs. Five Thousand) by DD/ Pay order payable at Pune

**Earnest Money Deposit:** Rs. 4, 00,000/- (Rs. Four lakh only) by Demand draft or Pay Order payable at Pune. Please note that the prospective Bidder needs to purchase the RFP document from the Bank and is invited to attend the pre-submission meeting. In case the prospective Bidder downloads the document from the Bank's website, the cost of proposal document should be paid along with the proposal response by way of DD/PO favouring Bank of Maharashtra payable at Pune. However, in order to participate in the pre-submission meeting, the proposal document must be necessarily purchased by the prospective Bidder.

**The Bank reserves the right to reject any or all offers without assigning any reason.**

**Earnest Money Deposit must accompany all a p p l i c a t i o n / p r o p o s a l offers as specified in this application / proposal document by way of DD/PO favouring Bank of Maharashtra and payable at Pune.**

Proposal offers will be opened in the presence of the Bidder representatives who choose to attend the opening of proposal on the above-specified date, time and place.

All Specifications, Terms and Conditions and various formats and proforma for submitting the offer are described in the application/ proposal document.

### **B. Terms and Conditions**

The following terms and conditions will be binding on all the Bidders. These terms and conditions will also form a part of the purchase order, to be issued to the successful bidder(s) on the outcome of the tender process.

#### **1 Qualification Criteria for the Bidder**

- a) The Bidder should have an Annual turnover of Rs.1 crore and above during last 3 years, which is to be supported by Audited / Provisional Balance Sheets / CA certificate. This must be the individual Company's turnover relating to printing work and not that of any group of Companies.
- b) The Bidder should have made profits in the last 3 financial years,
- c) The Bidder should have own printing press / facilities / web machines (minimum 2) in Mumbai / Pune and surrounding areas, having the capacity to complete the entire job **within 7 days after receipt of final proof.**
- d) The Bidder should have printed Annual Reports of minimum the same Quantity as specified in this RFP for some reputed companies/Banks/FIs in last 3 years.
- e) The Bidder should have a setup to prepare the draft copy of the Annual Report in bilingual (Hindi & English) and sufficient manpower to ensure quick delivery.
- f) The Bidder should not have been blacklisted by any Government, PSU or Private Organization.
- g) **The Job will not be given to any Bidder for just being L-1, the capacity to complete the job within the given time frame and with desired quality will also be considered.**
- h) This tender document is not transferable. Only the bidder, who has purchased this tender form, is entitled to quote.
- i) The necessary SSI benefits as per Govt. norms are applicable to eligible bidders subject to enclosure of necessary certificates issued from NSIC / Other Authorized Agencies.

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**1. Last date for submission, Tender Fee, EMD, Security Deposit etc.**

Pre-submission meeting with Bidders	29.04.2022	<b>04.30 P. M.</b>
Last Date and Time for receipt of tender offers	06.05.2022	<b>05:00 P. M.</b>
Time and Date of Opening of Technical tender offers	09.05.2022	<b>12:00 NOON</b>
Time and Date of Opening of Commercial tender offers	09.05.2022	<b>04:30 P. M.</b>

**b. Place of opening tender offers:**

Bank of Maharashtra  
Marketing & Publicity Department,  
Head Office, 'Lokmangal', 1501, Shivajinagar, Pune – 411 005

c. The Bidder is required to pay a non-refundable Tender Fee of Rs.5,000/- (Rupees Five thousand only) by a Demand Draft or Pay Order of any Nationalised Bank favoring BANK OF MAHARASHTRA, payable at Pune.

The Tender Fee DD / PO is to be submitted along with the Tender and to be placed in the Envelope -1 containing Technical Bid.

d. The Bidder is required to make earnest money deposit (EMD) of Rs. 4, 00,000/- (Rupees Four lakh only) by a Demand Draft or Pay Order of any Nationalised Bank favoring BANK OF MAHARASHTRA payable at Pune, The EMD DD / PO is to be submitted along with the Tender and to be placed in the Envelope -1 containing Technical Bid. **Offers made without EMD will be rejected. Bank will not pay any interest on the EMD.**

e. The EMD will be refundable only on the non-acceptance of the offer by the Bank or on the satisfactory completion of work, if the work is assigned to the Bidder. The EMD will be forfeited for all other reasons including the non-acceptance on the part of Bidder to execute the job or noncompliance of Terms and Conditions of the RFP.

f. If the contract is awarded, a **refundable security deposit @ 10% of the total cost of contract** is to be deposited **within 4 days** of awarding of contract, in the form of Demand Draft or Pay Order of any Nationalised Bank favouring BANK OF MAHARASHTRA, payable at Pune which will be retained by the Bank till the satisfactory completion of the work. No interest will be paid on this amount. The Security Deposit will be forfeited on account of unsatisfactory work done by the Bidder.

**3 Description, Specifications and Scope of Work**

**As per Annexure – 1**

- The specifications mentioned are approximate and may vary at the time of placing the order.
- Bank reserves the right to amend, modify, add or delete, accept or reject in part or full or any conditions or specifications or quantity or the offers without assigning any reason thereof. The decision of the Bank will be Final.

**Pre-submission Meeting (at 12.30 pm on 29.04.2022)**

For the purpose of clarification of doubts of the Bidders on issues related to this RFP, Bank of Maharashtra intends to hold a Pre-submission meet on the date and time as indicated in the RFP. The queries of ALL the Bidders should reach in writing or by e-mail ([cmmktg@mahabank.co.in](mailto:cmmktg@mahabank.co.in); [publicity@mahabank.co.in](mailto:publicity@mahabank.co.in);) on or before 28.04.2022 on the address as mentioned above. It may be noted that no queries of any Bidder shall be entertained after the Pre-submission meet. The clarifications given in the Pre-submission meeting will be available on the Bank's Website.

**Only the authorized representatives of the Bidders who have purchased the RFP will be allowed to attend the Pre-Submission meeting.**

#### 4. Submission of Tenders

The Bidders shall submit their offer in two separate sealed envelopes duly super scribed as mentioned here under. Conditional offer is liable to be rejected.

The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product or service being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. Bank may treat offers not adhering to these guidelines as unacceptable.

#### (A) ENVELOPE 1: TECHNICAL BID

a) It is mandatory to provide the technical details in the exact format of specifications. The offer may not be evaluated by Bank in case of non-adherence to the format or non-submission / partial submission of technical details as per the format given in the tender. Bank will not allow/permit changes in the technical specifications once it is submitted. Failure to submit this information along with the offer could result in disqualification.

b) The envelope should be superscribed as "TECHNICAL BID FOR PRINTING OF Notices for AGM & Annual Report 2021-22" and shall contain only the following:-

1. Bidder Information as per the format given in Annexure – 2.
2. Summary details with the covering letter as per enclosed format (Annexure – 3)
3. Audited Balance Sheet / CA certificate in support of Annual Turnover of the company for the last 3 years.
4. Assurance to complete the job within the period of 7 days after the final approval of proof from our side. Tentative Schedule to be enclosed from the date of Final Approval.
5. Total Capacity in terms of No. of Annual Reports & Notices for AGM 2021-22 produced per day. [Final finished product, as specified in the Tender].
6. Details of Machinery including Binding
7. Specimen of the Annual Reports & Notices for AGM 2021-22 printed in the past similar to our specifications.
8. Sample of the paper quality (specifically mentioning the GSM & manufacturer) for Annual Report 2021-22 and Notices for AGM
9. Demand Draft or Pay order of Rs.5,000/- (Rupees Five thousand only) of any Nationalised Bank favoring BANK OF MAHARASHTRA, payable at Pune towards the non-refundable Tender Fee.
10. Demand Draft or Pay order of Rs. 4, 00,000/- (Rupees Four lakh only) of any Nationalised Bank favoring BANK OF MAHARASHTRA, payable at Pune towards the Earnest Money Deposit (EMD).
11. Latest clearance certificate of Sales Tax, Income Tax and Work contract Tax, Excise etc. as applicable.
12. Bidder should comply K. Y. C. Norms and should attach the copies of the following in support of the same:

1	Proof of Address
2	Proof of Identity
3	Article of Association (in case of Company)
4	Commencement of Business Certificate (in case of Company)
5	Partnership Deed (In case of Partnership Firm)

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c) Technical Bid shall not mention about the rates / costs for the work.

**(B) ENVELOPE 2: COMMERCIAL BID FOR ANNUAL REPORT 2021-22**

1. To be superscribed as "TECHNICAL BID FOR PRINTING OF ANNUAL REPORT 2021-22" shall contain only Covering letter with complete quotation as per the format **(Annexure – 4)**
2. QUOTATION SHOULD BE DULY SIGNED BY AUTHORISED PERSONS WITH DATE AND SEAL OF THE BIDDER.
3. The Commercial bid must not contradict with the Technical bid in any way.
4. The offer must be made in Indian Rupees only, **Goods Service Tax / other taxes should be mentioned separately.**
5. The offer should hold good for a period of 90 days from the date of the opening of Technical bid or
6. The tenure of contract will be till the date of completion of the work or 90 days from acceptance of offer which is earlier.

**(C) ENVELOPE 3: COMMERCIAL BID FOR NOTICES of AGM 2021-22**

1. To be super scribed as "COMMERCIAL BID FOR PRINTING OF NOTICES of AGM 2021-22" shall contain only Covering letter with complete quotation as per the format **(Annexure – 5)**
2. QUOTATION SHOULD BE DULY SIGNED BY AUTHORISED PERSONS WITH DATE AND SEAL OF THE BIDDER.
3. The Commercial bid must not contradict with the Technical bid in any way.
4. The offer must be made in Indian Rupees only, **Goods Service Tax / other taxes should be mentioned separately.**
5. The offer should hold good for a period of 90 days from the date of the opening of Commercial bid.

**5. Execution of work**

1. **Sub tendering of the printing job or any part thereof will not be permissible.**
2. Copy of the proof of all the printing material should be presented well in advance for approval prior to final printing of the annual reports.
3. The Bidder is required to submit the soft copy of the Annual Report & Notices of AGM 2021-22 as per the specification of Bank at the time of delivery of Annual reports.
4. The mode of dispatch & Mailer/ Courier Agency/ ies will be finalized and approved by the Bank. The delivery will be made to the Bank / Post office / Mailers / Courier Agency / ies as appointed/approved/ finalized by the Bank unconditionally. Delivery may have to be made at more than one place or to more than one Post office / Mailers / Courier Agency / ies as decided by Bank.
5. **In the event of any delay** in adhering to the time schedule for Printing & Delivery by the specific date/s, the **Bidder / Bidder shall be liable for a penalty of delayed charges as described below** of the Tender Cost per day for the delayed period (maximum 10%) as liquidated damages to the Bank as well as forfeiture of the EMD and/or Security Deposit.

Delay from the date of approval of printing material	Till five days	5%
Delay from 6 <sup>th</sup> day of date of approval of printing material	Till ten days	7%
More than 10 days delay from the date of approval of printing material	Till delivery	10%

6. If the work is not found to be of good quality and there is a variation from the specifications given, then Bank will have the right to make suitable deductions from the payable amount, including forfeiture of the EMD and/or Security Deposit.

**7. Payment procedure**

1. **No advance payment will be made for executing the work order.**
2. Payment would be made after the delivery of the Annual Reports & Notices of AGM 2021-22 to the Bank/ Post office/ mailer/ courier agency/ies, and on production of producing supporting evidence of delivery and on satisfactory completion of the work and on presentation and verification of the Bill.

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3. The Bidder is required to submit the soft copy of the final Annual Report & Notices of AGM 2021-22 along with the Bill.
4. No interest or any other charges shall be payable except the rate quoted for the required number of copies.
5. No escalation in the rates will be accepted/ entertained. Any fluctuation in number of pages will be paid as per the contract value per page.
6. Any dispute arising will be subject to the Jurisdiction of the Courts at Pune.

### Other Terms & Conditions

1. Tender offers received within the prescribed closing date and time will be opened in the presence of Bidders' authorized representatives on the specified date and time as mentioned in the tender document. The Bidder's representatives present shall sign a register of attendance.
2. The Bidder will be called for the opening of Commercial Bid only when they qualify in the Technical Bid.
3. **Preliminary Scrutiny:** Bank will first scrutinize the technical bid to determine the technical eligibility of the bidder. Thereafter the Commercial bid will be opened of those bidders who are found technically eligible. In their presence, Bank will scrutinize whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule etc. To assist in the scrutiny, evaluation and comparison of offers, Bank at its discretion, may ask some or all Bidders for clarification of their offer. The request for such clarifications and the response will necessarily be in writing and shall not amount to acceptance of the bid/tender.
4. Bank reserves the right, at its discretion, to waive any minor non-conformity or any minor irregularity in an offer. This shall be binding on all bidders.
5. **No Commitment to Accept Lowest or Any Tender:**

Bank shall be under no obligation to accept the lowest or any of the offers received in response to this tender notice and shall be entitled to reject any or all offers including incomplete offers, without assigning any reason whatsoever. Bank reserves the right to make any changes in the terms and conditions of purchase. Bank will not be obliged to meet and have discussions with any Bidder, and or to consider any representations.

### 6. Negotiation:

It is essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. Bank will entertain any price negotiations, with the lowest quoting Bidder, for further reduction.

### 7. Right to alter quantities

Bank reserves the right to alter/ modify the proposed job plan/ items specified in the tender. Bank also reserves the right to delete one or more items from the list of items specified in tender.

8. Bank reserves the right to place repeat order/s as per Bank's requirement with the Bidder selected through above process under the same terms and conditions within a period of six months from the date of acceptance of first order by the Bidder. No necessity for floating of RFP will be required for such additional work.

### 9. Order Splitting:

To reduce the risk of delay in the project, Bank may split the order approximately in the ratio of 50:30:20 among the Bidders offering the lowest total price (L1), the second lowest total price (L2) and the third lowest total price (L3) provided the difference in total price between L1 and L3 is less than or equal to 8%.

However, the work order for L2 and L3 will only be at the rate offered by L1. If L2 and L3 do not accept the work order in writing within 5 working days, then work order will stand automatically cancelled. If any one of the Bidders out of L2 or L3 accepts the work order in writing, within 5 working days, and the other refuses, the Bank will split the order in ratio of 60:40 between L1 and the Bidder / Bidder who agrees (Out of L2 and L3).

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If difference in total price between L1 and L3 exceeds 8%, but the difference between L1 and L2 is less or equal to 8%, then the Bank will split the order in the ratio of 60:40 between the Bidder / Bidder offering the lowest total price and the Bidder / Bidder offering the second lowest total price(L2).

However, the work order for L2 will be at the same rate as offered by L1. If L2 does not accept the work order in writing within 5 working days, then the same will stand automatically cancelled.

If the difference in the total price between L1 and L2 exceeds 8% Bank will place the entire order (or only 60% of it at its discretion) on L1 Bidder. L2 and L3 are required to match their prices with L1 on the overall price for Bank's Annual report printing plan outlay.

Bank reserves the right to place repeat orders within 6 months from the date of acceptance of first order

In case two or more Bidders quote the same price, Bank's decision to allot the work to any one will be final and binding on the remaining concerned bidders.

#### Order Cancellation

Bank reserves its right to cancel the order or charge **penalty @ Rs.20, 000/- per day** in the event of one or more of the following situations:

- a) Non-delivery of material (Annual Report & Notices of AGM 2021-22) within the specified time limit.
- b) Serious discrepancy in the Annual Report & Notices of AGM 2021-22 printed. Bank's decision on seriousness of the discrepancy will be final.

In addition to the cancellation of release order, Bank reserves the right to appropriate the damages from the earnest money deposit (EMD) given by the Bidder.

10. Bidders are advised to study the RFP / Tender carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP / Tender document with full understanding of its implications.
11. The Bidder will provide knowledgeable DTP Operator/s along with well-equipped required and relevant software loaded proper Desk Top Publishing (DTP) facility machine at our Head Office, Pune to ensure smooth and speedy completion of Proof Reading / Corrections and to facilitate fast printing of Annual Report 2021-22 so as to enable prompt, timely delivery to the various destinations. No extra / special charges will be paid for this arrangement.
12. The clarifications / interpretations given by the Bank shall be final.
13. **Confidentiality:**

- a. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Bank which would reasonably be considered to be proprietary to the Bank including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Bank and where the release of that Confidential Information could reasonably be expected to cause harm to the Bank.
- b. The Bidder agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Bidder has obtained, except as authorized by the Bank. This obligation will survive indefinitely upon termination of this Agreement.
- c. All written and oral information and material disclosed or provided by the Bank to the Bidder under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Bidder.



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- d. For purposes of this Agreement, “Confidential Information” excludes any such information which (i) is known to the public; (ii) is lawfully acquired by the Bidder; (iii) was known to the Bidder without breach hereof; (iv) was or is independently developed by the Bidder; or (v) is required to be disclosed by Governmental or Judicial order, in which case the Party so required shall give the other Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the other Party seek a protective order or other appropriate remedy.

**14. RELATIONSHIP BETWEEN THE PARTIES**

“This RFP/tender document is on a Principal to Principal basis and does not create any employer - employee relationship. Nothing contained in this RFP or any subsequent agreement or otherwise shall be deemed to create any partnership, joint venture, employment or relationship of principal and agent, or master and servant between the parties hereto or any of their respective employees, affiliates, subsidiaries, related business entities, agents, contractors or subcontractors or to provide either party with any right, power or authority, whether express or implied, to create any duty or obligation on behalf of the other party.”

**15. Waiver Clause:**

“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.”

**16. Sub-contracting:**

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

**17. Notice Clause:**

“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:

Disclosing Party	Receiving Party
Representative name:	Representative name:
Address:	Address:
Email:	Email:
Phone number:	Phone number:

**18. Assignment Clause:**

“This RFP/tender document shall not be assigned either fully or in part by the bidder to any third party without the prior written consent of Bank. Bank may at any time, in whole or in part, assign or transfer any of its rights, benefits and obligations under this Agreement to any third party without the consent of the bidder.”

**19. Non – Disclosure Clause:**

- 1.1. The Bidder shall hold all information about this tender and / or information gathered about the Bank through this process in strict confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information. The Bidder shall restrict disclosure of the Information solely to its

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employees, agents and contractors on a need to know basis and advise those persons of their obligations hereunder with respect to such Information.

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

## 20. Warranties and Representations

### Resolution of Disputes

Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, Bank and the Bidder are unable to resolve amicably, either party may require that the dispute be referred for resolution by formal arbitration. The language of the Arbitration will be English.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by Bank and the other to be nominated by the Bidder. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The arbitration and conciliation act 1996 shall apply to the arbitration proceedings and the venue & jurisdiction of the arbitration shall be Pune.

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

### 2. Indemnity Clause:

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

- i. an act or omission of Receiving party, its employees, its agents, in the performance of the services provided by this contract;
- ii. breach of any of the terms of this agreement document or breach of any representation or warranty by the Receiving party;
- iii. use of the allocated site and/or facility provided by Receiving party;
- iv. Infringement of any patent, trademarks, copyrights, Intellectual Property Rights, etc. or such other statutory infringements in respect of all components used to facilitate and to fulfill the scope of the site/Project requirement;
- v. The Receiving party shall further indemnify the disclosing party against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and

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- third-party claims on the Bank for malfunctioning of the equipment providing facility to Bank's equipment at all points of time;
- vi. The Receiving party shall indemnify and undertake to keep the disclosing Party/Bank fully saved and indemnified against any loss, action or claim arising out of or in respect to error, misconduct, fraud, misbehavior or violations of any laws committed by Receiving party or its employees/ agents/ persons employed by third parties;
- vii. This indemnification is only a remedy for the disclosing Party. Receiving party/partner is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities;”

#### 21. SEVERABILITY:

- i) If any of the provisions of this Agreement may be constructed in more than one way, one of which would render the provision illegal or otherwise voidable or enforceable, such provision shall have the meaning that renders it valid and enforceable.
- ii) In the event any court or other government authority shall determine any provisions in this agreement is so amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought and affords the parties the same basic rights and obligations and has the same economic effect as prior to amendment.
- iii) In the event that any of the provisions of this Agreement shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, then such provision shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make such provisions valid and effective, provided however, that on the revocation, removal or diminution of the law or provisions, as the case may be, by virtue of which such provisions contained in this Agreement were limited as provided hereinabove, the original provisions would stand renewed and be effective to their original extent, as if they had not been limited by the law or provisions revoked. Notwithstanding the limitation of this provision by any law for the time being in force, the Parties undertake to, at all times observe and be bound by the spirit of this agreement.”

#### 17. Force Majeure:

“Neither Party will be liable for any delay or failure to perform its obligations, if the delay or failure has resulted from circumstances beyond its reasonable control, including but not limited to, act of God or governmental act, epidemic, pandemic, flood, fire, and any other occurrence of the kind listed above, which is not reasonably within the control of the affected party.

Each Party agrees to give to the other a fifteen (15) calendar days written notice as soon as reasonably possible on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure.

If the event of force majeure continues for a period of more than 30 consecutive days then either party may have the option to terminate the Agreement upon written notice of such termination to the other party.”

#### 22. “Protection of Reputation”:

“It is agreed between the parties that Bank, being in service industry, its reputation, goodwill and positive brand image is of prime importance. Bank has a right to impose penalty for the reputational loss on account of

### RFP for Printing of Notices for AGM & Annual Report 2021-22

business disruption if Bidder fails to perform its obligations in the best possible manner and/ or fails to maintain quality of service. The amount of penalty will be assessed by the Bank in the manner as it deems fit and the said amount can be deducted from the amount payable to the company against its services. Bidder undertakes and agrees to indemnify the Bank against such losses suffered. Reoccurrence of such incidence may lead to termination of contract by the Bank without any further notice.”

### 23. Limitation of Liability:

Bidder’s aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Order Value.

Bidder’s liability in case of claims against the Bank resulting from Misconduct or Negligence of bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

1. "Misconduct" means any act or omission of a party which is willfully intended to harm the interests of the other party, provided however, that willful misconduct does not include ordinary negligence, an error of judgement or mistake of a person.

2. "Negligence" means an indifference to, and a blatant violation of a legal duty with respect to the rights of the others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.

Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by bidder as part of procurement under the RFP.

Under no circumstances Bank shall be liable to the selected bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against bidder.

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**General:**

1. Paper should be purchased by the Bidder.
2. Art work / lay out for cover and inside text pages and overall design and layout will have to be provided by the Bidder.
3. DTP and Processing: Designing, DTP and processing to be done by the Bidder. Data entry for the Text of Report and Statements of Balance Sheet with all schedules for Bank to be done by Bidder. **Responsibility of the accuracy will be that of Bidder only.**
4. Bidder should have compatible English/ Hindi Software (Akruti) since Bank has to have smooth and easy printing work. In the text, Hindi and English should appear side by side with alignment of paragraphs / tables properly. Printing should be done based on soft copy (MS Word, MS Excel) of the annual report provided by the Bank.
5. The job would cover everything including separation, printing, plate making and paper and all such other things in respect of single/two/four colour printing.
6. Bidder should provide **80 GSM paper envelop with Gum** in single colour (Mazenta Blue) on one side with bank's name, Logo and Book post etc. for the Annual Reports.
7. Printing Time: **Within 7 days** from the **approved text material provided** to the Bidder.
8. Photographs in the Report will be selected and soft/ hard copy of the same will be provided by the Bank for printing in the Report. These photos should have UV coating.

**Job specifications:**

**1. For printing of Colored Full Annual Report:**

N o	Particulars	For printing of Coloured Full Annual Report
1	Language	Text, Statements, Tables, captions will be Bilingual in Hindi and English.
2	Number of Copies	72,000 (This may vary (+/- 5%))
3	Size	8.25" x 11"
4	No. of Pages	208 pages (This may vary(+/- 16 pages) <b>(plus 4 cover pages)</b> )
5	Print Area / Margins	Optimum margin on all the four sides of a page should be maintained to ensure proper look of the report maximizing the print area.
6	Specifications of Paper	For <b>main cover</b> (4 pages) 90 gsm Art paper & for <b>inside text</b> pages 41 gsm Superfine (ITC triveni).
7	Color	(i) Cover with Photograph Pages: Four color Printing (ii) Inside text pages in Two color printing
8	Binding	Saddle stitched
9	Pages with photographs	4 cover pages
10	Language	Text will be bilingual in Hindi and English
11	Extra pages of the Report	Separate charges should be quoted for higher (+) / lower(-) pages for all the copies
12	Envelops (with gum)	Paper envelop with Gum having 80 GSM Paper in single colour (Mazenta Blue) on one side with bank's name, logo & book-post etc for the annual reports. <b>Size: for carrying Coloured full Annual Report and AGM Notices together</b>
13	Delivery	As per <b>ANNEXURE-8</b>

RFP for Printing of Notices for AGM & Annual Report 2021-22

**2. For printing of Deluxe Full Annual Report:**

No	Particulars	For printing of Deluxe Full Annual Report
1	Language	Text, Statements, Tables, captions will be Bilingual in Hindi and English.
2	Number of Copies	200 (This may vary (+/- 5%))
3	Size	8.25" x 11"
4	No. of Pages	208 pages (This may vary (+/- 16 pages) (excluding 4 cover pages))
5	Print Area / Margins	Optimum margin on all the four sides of a page should be maintained to ensure proper look of the report maximizing the print area.
6	Specifications of Paper	For <b>main cover</b> (4 pages), 250 gsm Sinner or equivalent, Matt Art Paper and for <b>inside text pages</b> 130 gsm Sinner or equivalent Matt Art Paper
7	Mini CD	<b>A CD of 3.18 inch diameter having the contents of Annual Report 2021-22 also will be covered printed on CD and packed in a hard paper cover to be affixed on back inside cover page.</b>
8	Colour	(i) Cover : Four colour Printing (ii) Inside text pages in Two/ four colour printing)
9	Binding	Perfect binding
10	Pages with photographs	4 cover pages + 4 inside text pages – UV Coated
11	Language	Text will be bilingual in Hindi and English
12	Extra pages of the Report	Separate charges should be quoted for higher / lower pages for all copies
13	Lamination	The cover and back side cover page to be laminated from both sides
14	Delivery	As per <b>ANNEXURE-8</b>

**3. Printing of Notice for Annual General Meeting-2021-22:**

No.	Name of the Job	Printing of Notice for Annual General Meeting-2021-22
1	Number of Copies	72,000 (This may vary (+/- 5%))
2	Size	21 cms X 27.5 cms (close)
3	Paper	54/58 gsm white cream wove paper. Paper should be purchased by the bidder/ Bidder.
4	Margin	Minimum margin from all the four sides
5	Pages	32 pages inclusive of cover (This may vary (+/- 8))
6	Binding	Centre pinning
7	Printing Colour	Single colour printing
8	Art Work, DTP & Processing.	The Bank will provide the artwork and Bank shall have sole rights of artwork Designing, DTP and processing to be done by the bidder/Bidder. Data entry for the Text of <b>Notice for Annual General Meeting-2021-22</b> will be done by bidder/Bidder. <b>Responsibility of the accuracy will be that of bidder/Bidder only.</b>
9	Language	Text will be bilingual in Hindi and English
10	Extra forms	Charges for form of 4 pages of inside text on 54/58 gsm white cream wove paper
11	Time	<b>Within 7 days</b> from date of approved text material provided to the bidder/Bidder.
12	Fine	Rs.20000/- every day for delay in completion of job including dispatch
13	Delivery	As per <b>ANNEXURE-8</b>

**RFP for Printing of Notices for AGM & Annual Report 2021-22**

14	Software	Bidder/Bidder should also have all commensurate software, to enable the Bank to get very smooth and easy printing work without technical hurdles. In the text, Hindi should appear in the beginning and English should appear later OR Hindi should appear on left side & English version on right side as the case may be.
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**Bidder Information**

**Annexure 2**

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

No	Item	Details
1.	Name	
2.	Postal address	
3.	Office address	
4.	Telephone/Mobile and Fax numbers	
5.	Email Address	
6.	Constitution Individual/Partnership/Company	
7.	Name and designation of the person authorized to make commitments to the Bank	
8.	Year of commencement of Business	
9.	Turnover of the company (Audited) (not of group)	
	F. Y. 2018-19	
	F. Y. 2019-20	
	F. Y. 2020-21	
10	Profit of the company (Audited) (not of group)	
	F. Y. 2018-19	
	F. Y. 2019-20	
	F. Y. 2020-21	
11.	Goods Service Tax Number	
12.	Income Tax Number (PAN)	
13.	Brief Description of machinery, facilities for production, inspection, testing and quality assurance	
14.	Names and addresses of the principal bankers with whom major credit facilities (fund / non-fund) are being enjoyed (Also mention names of the banks in consortium, names of the contact officials of the bank, phone & fax numbers etc.)	
15	Name of Companies /Banks for which similar job work has been done in previous year along with specimen copy of annual reports	

**Summary Statement for Technical Bid**

**Annexure - 3**

Enclosures	Remarks
Audited Balance Sheet/CA certificate in support of Annual Turnover of the company for the last 3 years.	
Certificate from the respective clients for the similar jobs executed in last two years with respective values of the contract and completion details	
Assurance to complete the job within the period of 7 days after receipt of approved format.	
Details of the Machinery.	
Specimen copies of the similar jobs (Annual Report) done in the last 2 years.	
A/c Payee Demand Draft of Tender Fee of Rs.5, 000/- (Rupees Five thousand only).	
Earnest Money Deposit (EMD) of Rs.4, 00, 000/- (Rupees Four lakh only).	
Latest clearance certificate of Sales Tax, Income Tax and Work contract Tax as applicable	
Copies of following document for compliance of KYC Norms	
Proof of Address	
Proof of Identity	
Article of Association (in case of company)	
Certificate of Commencement of Business (In case of company).	
Certificate of Commencement of Business (In case of company).	
Copy of the Registered Partnership Deed in case of Partnership Firm	
Copy of License under Shop Establishment Act in case of Proprietary Concern	
Declaration that the firm/Company has not been blacklisted by any Government, PSUs or Private Organizations	



**Covering Letter for Technical Bid (To be submitted on Bidder's letter head)**

**Annexure –4**

Reference No. -AX1/M&P/ Annual Report & AGM Notice-2021-22/2022

Date-23.04.2022

The Chief Manager,  
Marketing & Publicity Department,  
Bank of Maharashtra,  
Head Office, "Lokmangal",  
1501, Shivajinagar, Pune – 411 005

Dear Sir,

**Reg.: TENDER FOR PRINTING OF Notices for AGM & Annual Report-2021-22**

We hereby submit the details as specified in the RFP No. AX1/M&P/ Annual Report & AGM Notice-2021-22/2021 dated 16/04/2022 we unconditionally agree to abide by the Terms & Conditions specified therein.

**TECHNICAL BID FOR PRINTING OF Notices for AGM & Annual Report-2021-22**

1. Annual Turnover of the company for the last 3 financial years.

(Rs. in Crore)

Annual Turnover of the company for the Financial year 2018-19 (Audited)	Annual Turnover of the company for the Financial year 2019-20 (Audited)	Annual Turnover of the company for the Financial year 2020-21 (Audited)
Rs.	Rs.	Rs.

Audited/Provisional Balance Sheet/CA certificate in support of Annual Turnover is enclosed.

2. Similar jobs executed during the last two years with respective values of the contract and completion details,

Annual Reports & AGM printed in the year	Name of the Company	Description	Quantity
2019-20			
2020-21			

A certificate from the respective clients for the various jobs executed is enclosed.

Specimen copies of the similar jobs (Annual Report) done in the last 2 years are enclosed.

3. We hereby give our assurance to complete the job within the period of 7 days after the approval of proof from your side.

**RFP for Printing of Notices for AGM & Annual Report 2021-22**

4. Details of the Machinery are annexed.

4. We have enclosed Demand Draft/ Pay order No. \_\_\_\_\_ on Bank & Branch \_\_\_\_\_ Dated \_\_\_\_\_ for Rs. 5,000/- (Rupees Five thousand only) favoring BANK OF MAHARASHTRA, payable at Pune towards the nonrefundable Tender Fee.

5. We have enclosed Demand Draft/ Pay order No. \_\_\_\_\_ Bank & Branch \_\_\_\_\_ Dated \_\_\_\_\_ of Rs. 400,000/- (Rupees Four lakh only) favoring BANK OF MAHARASHTRA, payable at Pune towards the Earnest Money Deposit (EMD).

We have enclosed latest clearance certificate of Sales Tax, Income Tax and Work contract Tax. (Whichever is applicable).

We declare that our firm has not been blacklisted by any Government, Public Sector or Private Organizations.

We hereby declare that the statements made in this Bid are true, complete and correct to the best of my/our knowledge and belief. I/We understand that in the event of any information being false or incorrect and not satisfying the eligibility criteria according to the requirements of the bank our bid is liable to be rejected at any stage.

We agree to deposit 10% of the contract value as Security Deposit within 4 days if any work is awarded to us. We also agree that the Security deposit amount along with the Earnest Money Deposit (EMD) will be retained by the Bank till the satisfactory completion of the Job and the final settlement of the bills. We also agree that the Bank reserves the right to forfeit the Security deposit amount and the Earnest Money Deposit (EMD) if we fail to fulfill the Terms of contract. This will be in addition to any other penalty if any imposed by the Bank.

Yours faithfully,

[Signature of the Authorized person]

Full name of the Proprietor/Partner/Director/Authorized person

Seal of the firm & date

**Covering Letter for Commercial Bid (To be submitted on Bidder's letter head)**

**Annexure –5**

Reference No. - AX1/M&P/ Annual Report & AGM Notice-2021-22/2021

Date-23.04.2022

The Chief Manager,  
Marketing & Publicity Department,  
Bank of Maharashtra,  
Head Office, "Lokmangal",  
1501, Shivajinagar, Pune – 411 005

Dear Sir,

**Reg: TENDER FOR PRINTING OF ANNUAL REPORT 2021-22**

We hereby offer to execute the subject work as specified as specified in the RFP No. AX1/M&P/ Annual Report & AGM Notice-2021-22/2022 dated 16/04/2022, and agree to abide by the Terms & Conditions specified therein. We undertake the subject work at the Rates Quoted below by us and to commence / complete the said work within the prescribed schedule time.

<b>A. For printing of Colored Full Annual Report:</b>		
<b>No</b>	<b>Particulars</b>	<b>For printing of Coloured Full Annual Report</b>
1	Language	Text, Statements, Tables, captions will be Bilingual in Hindi and English.
2	No. of Copies	72,000 (This may vary (+/- 5%))
3	Size	8.25" x 11"
4	No. of Pages	208 pages (This may vary(+/- 16 pages) <b>(plus 4 cover pages)</b> )
5	Print Area / Margins	Optimum margin on all the four sides of a page should be maintained to ensure proper look of the report maximizing the print area.
6	Specifications of Paper	For <b>main cover</b> (4 pages) 90 gsm Art paper & for <b>inside text</b> pages 41 gsm Superfine (ITC triveni).
7	Color	(i) Cover with Photograph Pages: 4 color Printing (ii) Inside text pages in 2 color printing
8	Binding	Saddle stitched
9	Pages with photographs	4 cover pages
10	Language	Text will be bilingual in Hindi and English
11	Extra pages of the Report	Separate charges should be quoted for higher (+) / lower(-) pages for all the copies
12	Envelops (with gum)	Paper envelop with Gum having 80 GSM Paper in single colour (Mazenta Blue) on one side with bank's name, logo & book-post etc. for the annual reports. <b>Size: for carrying Ordinary Annual Report and AGM Notices together</b>
13	Delivery	As per <b>ANNEXURE-8</b>

<b>B. For printing of Deluxe Full Annual Report:</b>		
<b>No</b>	<b>Particulars</b>	<b>For printing of Deluxe Full Annual Report</b>
1	Language	Text, Statements, Tables, captions will be Bilingual in Hindi and English.
2	No. of Copies	200 (This may vary (+/- 5%))
3	Size	8.25" x 11"

**RFP for Printing of Notices for AGM & Annual Report 2021-22**

4	No. of Pages	208 pages (This may vary (+/- 16 pages) (excluding 4 cover pages)
5	Print Area / Margins	Optimum margin on all the four sides of a page should be maintained to ensure proper look of the report maximizing the print area.
6	Specifications of Paper	For <b>main cover</b> (4 pages), 250 gsm Sinner or equivalent, Matt Art Paper and for <b>inside text pages</b> 130 gsm Sinner or equivalent Matt Art Paper
7	Mini CD	<b>A CD of 3.18 inch diameter having the contents of Annual Report 2021-22 also will be covered printed on CD and packed in a hard paper cover to be affixed on back inside cover page.</b>
8	Colour	(i) Cover : Four colour Printing (ii) Inside text pages in Two/ four colour printing)
9	Binding	Perfect binding
10	Pages with photographs	4 cover pages + 4 inside text pages – UV Coated
11	Language	Text will be bilingual in Hindi and English
12	Extra pages of the Report	Separate charges should be quoted for higher / lower pages for all the 3000 copies
13	Lamination	The cover and back side cover page to be laminated from both sides
14	Delivery	As per <b>ANNEXURE-8</b>

**Covering Letter for Commercial Bid (To be submitted on Bidder's letter head)**

**Annexure -6**

Reference No. - AX1/M&P/ Annual Report & AGM Notice-2021-22/2022

Date-23.04.2022

The Chief Manager,  
Marketing & Publicity Department,  
Bank of Maharashtra,  
Head Office, "Lokmangal", 1501, Shivajinagar, Pune – 411 005

Dear Sir,

**Reg: TENDER FOR PRINTING OF NOTICES FOR AGM 2021-22**

We hereby offer to execute the subject work as specified as specified in the RFP No. AX1/M&P/ Annual Report & AGM Notice-2021-22/2022 dated 16/04/2022, and agree to abide by the Terms & Conditions specified therein. We undertake the subject work at the Rates Quoted below by us and to commence / complete the said work within the prescribed schedule time.

**1. Printing of Notice for Annual General Meeting-2021-22:**

N o	Name of the Job	Printing of Notice for Annual General Meeting-2021-22
1	Number of Copies	72,000 (This may vary (+/- 5%))
2	Size	21 cms X 27.5 cms (close)
3	Paper	54/58 gsm white cream wove paper. Paper should be purchased by the bidder/ Bidder.
4	Margin	Minimum margin from all the four sides
5	Pages	32 pages inclusive of cover (This may vary (+/- 8))
6	Binding	Centre pinning
7	Printing Colour	Single colour printing
8	Art Work and DTP and Processing.	The Bank will provide the artwork and Bank shall have sole rights of artwork Designing, DTP and processing to be done by the bidder/Bidder. Data entry for the Text of <b>Notice for Annual General Meeting-2021-22</b> will be done by bidder/Bidder. <b>Responsibility of the accuracy will be that of bidder/Bidder only.</b>
9	Language	Text will be bilingual in Hindi and English
10	Extra forms	Charges for form of 4 pages of inside text on 54/58 gsm white cream wove paper
11	Time	<b>Within 7 days</b> from date of text material provided to the bidder/Bidder.
12	Fine	Rs.20000/- every day for delay in completion of job including dispatch
13	Delivery	To be delivered to the Bank's Registrar and Transfer Agent (RTA) /Mailer situated at Masjid, Mumbai.
14	Software	Bidder/Bidder should also have all commensurate software, to enable the Bank to get very smooth and easy printing work without technical hurdles. In the text, Hindi should appear in the beginning and English should appear later OR Hindi should appear on left side & English version on right side as the case may be.

**RFP for Printing of Notices for AGM & Annual Report 2021-22**

**SUMMARY:**

Particulars	Quantity (No.)	Rate per copy (Rs.)	Total amount exclusive of all taxes but including octroi, duties, designing of the inside pages, photo scanning, image enhancement and making CD of the Annual Report contents and delivery/courier charges to the specified places of Bank's Offices as per annexed list excluding the mailing cost to Shareholders as per the list provided by the Bank. (Rs.)
(1) Full Colored Annual Report (A)	72000		
(2) Deluxe Annual Report (B)	200		
<b>Total Cost (A + B)</b>			
(3) Notices for AGM (D)	72000		
<b>Total Cost (A + B + C + D)</b>			

The Bank reserved the right to allot the job of printing of Annual Report 2021-22 and Notice for AGM 2021-22 either to a single Bidder or to different Bidders, as it may deem fit. The Bank also reserve the right to accept or reject any or all bids, either in whole or in part, without assigning any reason.

Quotation should be submitted exclusive of all taxes but including octroi, duties, designing of the inside pages, photo scanning, image enhancement and making CD of the Annual Report contents and delivery/courier charges to the specified places of Bank's Offices as per annexed list excluding the mailing cost to Shareholders as per the list provided by the Bank.

We understand that the Bank reserves the right to reject any or all the quotations received without assigning any reason.

We agree to deposit 10% of the contract value as Security by way of PO/DD or by way of Bank Guarantee favouring Bank of Maharashtra payable at Pune, if any work is awarded to us within 4 days of awarding of contract. We also agree that the Security deposit amount along with the Earnest Money Deposit (EMD) will be retained by the Bank till the satisfactory completion of the job and the final settlements of the bills. We also agree that the Bank reserves the right to forfeit the Security deposit amount and the Earnest Money Deposit (EMD) if we fail to fulfill the terms of contract. This will be in addition to any other penalty imposed by the Bank.

Further we agree that any delay **beyond one week** in adhering to the prescribed delivery schedule or failure to supply annual reports of agreed quality and specifications would entitle the Bank to cancel the order. In such an event, the Bank shall not be liable to pay any amount and we shall not be entitled to recover from the Bank any amount by way of damages, loss or otherwise for such cancellation of the order but at the same time the Bank shall be entitled to recover the loss which the Bank may incur on account of non-delivery or late delivery or on account of placing orders with other Bidders and recover from us the difference between the price at which it has been agreed to supply and the price at which the Bank is forced to place fresh orders.

As per the terms of the contract we have enclosed an Account Payee Demand Draft / Pay order of Rs. 4,00,000/- (Rupees Four Lakh Only) towards Earnest Money Deposit (EMD) in favour of Bank of Maharashtra payable at Pune in Envelope A.

**RFP for Printing of Notices for AGM & Annual Report 2021-22**

We further undertake/ declare as follows:

- 1) We agree and accept to abide by this tender offer till 180 days from the date of opening of the commercial bid and our offer shall remain binding upon us and may be accepted by the Bank any time before the expiration of that period.
- 2) Until a formal contract is prepared and executed, this tender offer, together with the Bank's written acceptance thereof and the Bank's notification of award, shall constitute a binding contract between us.
- 3) We understand that the Bank is not bound to accept the lowest or any of the offers the Bank may receive.
- 4) We assure /undertake to complete the job within the period of 7 days from the approved proof provided to us.
- 5) We hereby declare that that the documents, statements and declarations made herein are true, complete and correct to best of our knowledge and belief. We understand that in the event of any information being false or incorrect and not satisfying the eligibility criteria according to the requirements of the Bank our bid is liable to be rejected at any stage.
- 6) We are agreeable to the Payment schedule given in the tender terms.

Yours faithfully,

[Signature of the Authorized person]

Full name of the Proprietor/Partner/Director

Seal of the firm & date

RFP for Printing of Notices for AGM & Annual Report 2021-22

**PRINTING AND SUPPLY OF BANK'S ANNUAL REPORT & NOTICES FOR ANNUAL GENERAL MEETING FOR THE FINANCIAL YEAR 2021-22** **ANNEXURE-7**

Bank of Maharashtra, Marketing & Publicity Department, H. O., Pune			
No	NAME OF THE ZONE	ORDINARY COPY	NOTICES FOR ANNUAL GENERAL MEETING
1	Ahmedabad	10	Nil
2	Ahmednagar	10	Nil
3	Akola	10	Nil
4	Amravati	10	Nil
5	Aurangabad	10	Nil
6	Bangalore	10	Nil
7	Bhopal	10	Nil
8	Chandigarh	10	Nil
9	Chandrapur	10	Nil
10	Chennai	10	Nil
11	Delhi	50	Nil
12	Goa	10	Nil
13	Hyderabad	10	Nil
14	Indore	10	Nil
15	Jabalpur	10	Nil
16	Jaipur	10	Nil
17	Jalgaon	10	Nil
18	Kolhapur	10	Nil
19	Kolkata	10	Nil
20	Latur	10	Nil
21	Lucknow	10	Nil
22	Malegaon	10	NIL
23	Mumbai South	10	Nil
24	Mumbai North	10	NIL
25	Navi Mumbai	10	Nil
26	Nagpur	10	Nil
27	Nasik	10	Nil
28	Noida	10	NIL
29	Pune City	10	Nil
30	Pune East	10	Nil
31	Pune West	10	Nil
32	Raipur	10	Nil
33	Satara	10	Nil
34	Solapur	10	Nil
35	Surat	10	NIL
36	Thane	10	Nil
37	Patna	10	NIL
38	Vijaywada	10	NIL
39	Bhubneshwar	10	NIL
40	Ernakullam	10	NIL



**RFP for Printing of Notices for AGM & Annual Report 2021-22**

41	TIBD, Mumbai	10	Nil
42	Head Office	200	200
43	To be delivered to the Bank's Registrar and Transfer Agent (RTA) / Mailer / Post Office	71350	71800
	Total	72000	72,000

**Full Coloured Deluxe copies of Annual Report to be delivered to Head office**

- ❖ No. of copies allotted against each destination inter-alia may vary within the overall quantity mentioned against each type of booklet.

**ANNEXURE-8**

**LIST OF LOCATIONS (OFFICES) FOR DELIVERY OF Annual Reports and Notices for Annual General Meeting 2021-22:**

<p><b>Ahmedabad Zone</b> Mavlankar Haveli, Vasant Chowk, Bhadra, Lal Darwaja, Ahmedabad- 380 001 Ph. No.: 079 25507901 / 079 25507902 Fax No.: 079-25509564 E-mail ID: zmahmedabad@mahabank.co.in</p>	<p><b>Ahmednagar Zone</b> Gurukul, 2<sup>nd</sup> floor, Lal Taki Road, Ahmednagar-414 003 Ph. No.: 0241- 2430562 E-mail ID: zmahmednagar@mahabank.co.in</p>
<p><b>Akola Zone</b> Aarth Mangal, Oak Marg, Satav Chowk, Jatharpeth, Akola-444 005 Ph. No.: 0724-2490845 E-mail ID: zmakola@mahabank.co.in</p>	<p><b>Amravati Zone</b> Siddhivinayak Building, Opp. Atul Mangal Karyalay, Lahanuji Nagar, Amravati- 444 606 Ph. No.: 0721-2570313, 2678206, 2671452, 2670901, 2571380 Fax No.: 0721-2565588 E-mail ID: zmamaravati@mahabank.co.in</p>
<p><b>Aurangabad Zone</b> Mahabank Bhavan, C-3, N-1, Town Center, CIDCO Aurangabad, Aurangabad- 431 003 Ph. No.: 0240-6645619 Fax No.: 0240-6645606 E-mail ID: zmaurangabad@mahabank.co.in</p>	<p><b>Bengaluru Zone</b> 15, Police Station Road, Basavanagudi, Bengaluru- 560 004 Ph. No.: 080-46561227 / 080-46561222 E-mail ID: zmbengaluru@mahabank.co.in</p>
<p><b>Bhopal Zone</b> 1/14 Prashasanik Zone, Arera Hills, Jail Road, Bhopal- 462 011 Ph. No.: 0755-2573623 Fax No.: 0755-2550808 E-mail ID: zmbhopal@mahabank.co.in</p>	<p><b>Chandigarh Zone</b> SCO 120-122, Sector-17 C, Chandigarh- 160 017 Ph. No.: 0172-4673824 E-mail ID: zmchandigarh@mahabank.co.in</p>
<p><b>Chandrapur Zone</b> "Udyog Bhavan", Ground Floor, Opposite District Court, Station Road, Chandrapur- 442 401 Ph. No.: 07172-254518, 255318, 272718 Fax No.: 07172-264065 E-mail ID: zmchandrapur@mahabank.co.in</p>	<p><b>Chennai Zone</b> 04, Sivanganam Road, T. Nagar, Chennai- 600 017 Ph. No.: 044-24327650, 24355434, 24356187, 24364410, 24356036 E-mail ID: zmchennai@mahabank.co.in</p>
<p><b>Delhi Zone</b> 15, NBCC Tower, 3<sup>rd</sup> floor, Bhikaji Cama Place,</p>	<p><b>Goa Zone</b> Dattaprasad Building, 1<sup>st</sup> floor, M.G. Road Panjim, Goa-</p>

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<p>New Delhi- 110 066 Ph. No.: 011-26164817, 26172823, 26100401, 26172853 Fax No. – 011-26171554 E-mail ID: zmdelhi@mahabank.co.in</p>	<p>403 001 Ph. No.: 0832-2496201/202-228/230 E-mail ID: zmgoa@mahabank.co.in</p>
<p><b>Hyderabad Zone</b> H No. 4-3-448 to 460 &amp; 465 to 468, 1<sup>st</sup> floor, Vinoothana Pittie's, Majesty, Gopal Baugh, Near Bank Street, Koti, Hyderabad- 500 001 Ph. No.: 040 24755080 E-mail ID: zmhyderabad@mahabank.co.in</p>	<p><b>Indore Zone</b> Maharashtra Sahitya Sabha Bhavan, 688 M.G. Road, Indore- 452 007 Ph. No.: 07312531805 / 07312435924 Fax No. – 0731-2432887 E-mail ID: zmindore@mahabank.co.in</p>
<p><b>Jabalpur Zone</b> Mangalmay Building, L.S. Jha Marg, Opp Telephone Exchange, 1<sup>st</sup> floor, Wright Town, Jabalpur- 480 002 Ph. No.: 0761-2480065/67/68 Fax No. – 0761-2411352 E-mail ID: zmjabalpur@mahabank.co.in</p>	<p><b>Jaipur Zone</b> 6<sup>th</sup> floor, Fortune Heights, C-94 Main Subhash Marg, Ahinsa Circle, C-Scheme, Jaipur- 302 001 Ph. No.: 0141-2379903 Fax No.: 0141-2379907 E-mail ID: zmjaipur@mahabank.co.in</p>
<p><b>Jalgaon Zone</b> Khandesh Mill Shopping Complex, Nehru Chowk, Jalgaon- 425 001 Ph. No.: 0257- 2225030 E-mail ID: zmjalgaon@mahabank.co.in</p>	<p><b>Kolhapur Zone</b> Mahabank Building, 517/A/1, Kawala Naka, Kolhapur- 416 001 Ph. No.: 0231 2533412 E-mail ID: zmkolhapur@mahabank.co.in</p>
<p><b>Kolkata Zone</b> 3, N.S. Road, 1<sup>st</sup> floor McLeod House, Kolkata- 700 001 Ph. No.: 033-40374904/8/2, 40374924 E-mail ID: zmkolkata@mahabank.co.in</p>	<p><b>Latur Zone</b> Pushpak Plaza, Ganesh Nagar, AUSA Road, Latur- 413 512 Ph. No.: 02382-240158, 240159 E-mail ID: zmlatur@mahabank.co.in</p>
<p><b>Lucknow Zone</b> 1st Floor, Off. Uttar Pradesh State Sugar Corporation Limited, Vipin Khand, Gomti Nagar, Lucknow Dist.- Lucknow, Uttar Pradesh-226010 Ph. No.: 0522-2739620 E-mail ID: zmlucknow@mahabank.co.in</p>	<p><b>Malegaon Zone</b> Sanchar Sadan, 2nd floor, BSNL Building, S.No.305/2, 60ft Road, Malegaon Camp, Malegaon, Nasik- 423 203 Ph. No.: 02554-255547 E-mail ID: zmmalegaon@mahabank.co.in</p>
<p><b>Mumbai South Zone</b> Janmangal, 2<sup>nd</sup> floor, 45/47 Mumbai Samachar Marg, Fort, Mumbai- 400 023 Ph. No.: 022- 22663144 / 022- 22664647 22661167, 22662670, 22662407 Fax No. – 022-22664647 E-mail ID: zmmcz@mahabank.co.in</p>	<p><b>Mumbai North Zone</b> Plot No 632, Yashomangal, Gandhinagar, Bandra East, Mumbai - 400 051 Ph. No.: 022-26400038 / 022-26406722 E-mail ID: zmmsz@mahabank.co.in</p>
<p><b>Nagpur Zone</b> Mahabank Building, 172, Abhyankar Road, Dr. Munje Chowk, Sitabuldi, Nagpur- 440 012 Ph. No.: 0712-2545020 Fax No. – 0712-2545025 E-mail ID: zmnagpur@mahabank.co.in</p>	<p><b>Nasik Zone</b> Griha Nirman Bhavan, Gadkari Chowk, Old Agra Road, Nasik- 422 002 Ph. No.: 0253-257827/7479 Fax No. – 0253-2311642 E-mail ID: zmnasik@mahabank.co.in</p>
<p><b>Navi Mumbai Zone</b> CIDCO Old Admin Building, P-17, Sector- 1, Vashi, Navi Mumbai- 400 703</p>	<p><b>Noida Zone</b> Joy Tower, 1/1A, C block, Phase 2, Industrial area, Sector 62, Noida- 201 301</p>

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Ph. No.: 022-20878754 / 022-20878752. E-mail ID: znmvm@mahabank.co.in	Ph. No.: 0120-2401716 E-mail ID: zmnoida@mahabank.co.in
<b>Patna Zone</b> 2nd floor NP tower, Main road, Near colony More, Kankarbagh Patna- 800 020 Ph. No.: 0612-2385020 E-mail ID: zmpatna@mahabank.co.in	<b>Pune City Zone</b> “Yashomangal” 1183/A, F.C. Road, Shivajinagar, Pune- 411 005 Ph. No.: 020-25573408 / 020-25573409 Fax No.: 020-25510812 E-mail ID: zmpcz@mahabank.co.in
<b>Pune East Zone</b> “Janamangal Building”, 2nd Floor, S. No. 7A/2, Opposite Kirloskar Pneumatic Co. Ltd, Hadapsar Industrial Estate, Pune- 411 013 Ph. No.: 020-26816676 E-mail ID: zmpez@mahabank.co.in	<b>Pune West Zone</b> 1st Floor , Janmangal Building, Old Mumbai Pune Highway, Morewadi,Pimpri, Pune- 411 018 Ph. No.: 020-27335334 / 020-27335335 / 020-27335336 E-mail ID: zmpwz@mahabank.co.in
<b>Raipur Zone</b> 1 <sup>st</sup> floor, Chawla Complex, Sai Nagar, Devendra Nagar, Raipur- 492 001 Ph. No.: 0771-4265605 E-mail ID: zmraipur@mahabank.co.in	<b>Satara Zone</b> Jeevan Tara, L.I.C. Building, Koregaon Road, Satara- 415 001 Ph. No.: 0216-2234236 E-mail ID: zmsatara@mahabank.co.in
<b>Solapur Zone</b> Plot No 94 Gaikwad Building, Morarji Peth Solapur Pune Road, Solapur- 413 002 Ph. No.: 0217-2733870 / 71   Fax No. – 0217-2622820 E-mail ID: zmsolapur@mahabank.co.in	<b>Surat Zone</b> 1st Floor, Milestone Fiesta, Madhuvan Circle, L P Savani Road, Adajan, Surat - 395009. Ph. No.: 0261- 2730520 E-mail ID: zmsurat@mahabank.co.in
<b>Thane Zone</b> Mahabank Bhavan, B-37, S G Barve Road, Nehru Nagar, Wagle Ind Estate, Thane- 400 604 Ph. No.: 022-25811811 E-mail ID: zmthane@mahabank.co.in	<b>Vijayawada Zone</b> D No. 27-16-75, M/S Adilakshmi Estates, Besant Road, Vijayawada, Dist.-Krishna, Andhra Pradesh-520002 Ph. No.: 0866-2431225 E-mail ID: zmvijayawada@mahabank.co.in
<b>Bhubaneswar Zone</b> 1st Floor, Door Sanchar Bhavan, Unit-IX, Near Rupali Square, Saheed Nagar, Bhubaneswar, Dist.-Khurda, Odisha-751022 Ph. No.: 0674-2540007 E-mail ID: zmbbsr@mahabank.co.in	<b>Ernakulam Zone</b> Noel Tower, Thrikkakkara, Kakkannad, Dist.-Ernakulam, Kerala-682030 E-mail ID: zmernakulam@mahabank.co.in
<b>TIBD</b> Janmangal, 2 <sup>nd</sup> floor, 45/47 Mumbai Samachar Marg, Fort, Mumbai- 400 023 Ph. No.: 022- 22663144 / 022- 22664647 22661167, 22662670, 22662407 Fax No. – 022-22664647 E-mail ID: zmmcz@mahabank.co.in	<b>Bank of Maharashtra Head Office Pune</b> Lokmanagal, Shivajinagar Pune 411041 Ph.No.-020-25614330 Email id-compsec@mahabank.co.in.

**Pre-Contract Integrity Pact**

**ANNEXURE-9**

(To be executed on Rs 500/- Stamp Paper & to be notarised at Pune)

**General:**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of month of \_\_\_\_\_ 2022, between on one hand, Bank of Maharashtra through authorized official Shri. \_\_\_\_\_, Deputy General Manager, Resource Planning 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 Printing of Annual report and AGM Notices 2020-21 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 Planning & Marketing 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

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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 BUYER for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with BUYER.
  - 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

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

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

#### 4. Previous Transgression

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

#### 5. Earnest Money (Security Deposit)

- 5.1. While submitting commercial bid, the BIDDER shall deposit an amount Rs. 4, 00,000/- (Rupees Four Lakh only) (as specified in RFP) as Earnest Money Deposit/ Security Deposit, with the BUYER through Bank Draft or Pay Order in Favor of **Bank of Maharashtra**
- 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 acting 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 off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- 6.1.2. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assigning any reason therefore.
- 6.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 6.1.4. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Buyer in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest thereon.
- 6.1.5. To en-cash 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 thereon.
- 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.

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- 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 or any Public Sector Bank 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 or any Public Sector Bank 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 External Monitors:**

1. The BUYER has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission. The names and email id addresses of the Independent External Monitors (IEM) nominated by the Bank are as under;

<p><b>Shri. Arun Jha</b> Email – arunjha01@gmail.com</p>	<p><b>Shri. Umesh Vasant Dhatrak</b> Email -uvdhatrak@gmail.com</p>
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- 8.1. 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.
- 8.2. The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- 8.3. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.4. 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.
- 8.5. 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.
- 8.6. 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.
- 8.7. 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.

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**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 hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

**BUYER**

Name of the Officer: Shri Plaban Patra  
Designation: Chief Manager  
Bank of Maharashtra, , Head Office, Marketing & Publicity Department, Lokmangal  
Place: 1501, Shivaji Nagar, Pune 5  
Date \_\_\_\_\_

(Office Seal)

Witness:

1 \_\_\_\_\_  
(Name & Address) : \_\_\_\_\_  
2 \_\_\_\_\_  
(Name & Address) : \_\_\_\_\_

**BIDDER**

CHIEF EXECUTIVE OFFICER

(Office Seal)

Witness:

1 \_\_\_\_\_  
(Name & Address) : \_\_\_\_\_  
2 \_\_\_\_\_  
(Name & Address) : \_\_\_\_\_