

Bank of Maharashtra



PROPOSAL REFERENCE M&P/02/2019



बैंक ऑफ महाराष्ट्र
Bank of Maharashtra
भारत सरकार का उद्यम
एक परिवार एक बैंक

Head Office, 'LOKMANGAL'
1501, Shivaji Nagar, Pune – 411 005

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

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

Request For Proposal (RFP) for printing of Calendars – 2020**Contents**

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A. INVITATION FOR TENDER OFFERS:

Sealed tenders in English language are invited from the interested printers/Bidders for the printing of Bank's Calendars (three types) for the year 2020.

Details of RFP in brief:➤ **Job: Printing of Calendars 2020**

Type	Quantity
6 Sheet Marathi Date Calendar	2.15 lakh
6 Sheet Hindi Date Calendar	1.05 lakh
6 Sheet English Date Calendar	1.05 lakh
6 Sheet Date Pad pinned SHREE GANESH Calendars	2.00 lakh

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

Particulars	Last Date	Time
Pre-submission meeting with Applicants	03.08.2019	at 11.30 noon
Last Date and Time for receipt of tender offers	19.08.2019	up to 11.30 noon
Time and Date of Opening of Technical tender offers	20.08.2019	at 11.30 noon
Time and Date of Opening of Commercial tender offers	20.08.2019	at 03.30 p.m.

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

The Assistant General Manager,
Bank of Maharashtra, Marketing & Publicity Department,
Head Office, 'Lokmangal', 1501, Shivajinagar, Pune – 411 005
Telephone No: 020 - 25614285, 25614311, 25614324
Email: cmmktg@mahabank.co.in; agmmkt@mahabank.co.in; media@mahabank.co.in;

Application /Tender Fee (nonrefundable): Rs.5, 000/- (Rs. Five thousand only) by DD/ PO payable at Pune.

Earnest Money Deposit: Rs.4, 00,000/- (Rs. Four lakh only) by Demand draft or Pay Order payable at Pune.

B. Terms and Conditions:

The following terms and conditions will be binding on all the vendors. 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 Printer / Bidder:

- i) The Printer / Bidder should have an Annual turnover of Rs. 1.00 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.
- ii) The Printer / Bidder should have made profits in the last 3 financial years.
- iii) The Printer / Bidder should have own printing press / facilities / necessary set up in ANY WHERE IN INDIA. The Printer / Bidder should have capability of Hindi, English and Marathi data feeding and printing of minimum 7 lakh calendars, within a period of **21 days** after approval of printing materials by the Bank.
- iv) The Printer / Bidder should have printed calendars of minimum the same Quantity as specified in this RFP for some reputed companies / Banks / FIs in last 2 years.
- v) The Printer / Bidder should **NOT** have been blacklisted by any Government PSUs or Private Organization.
- vi) The Job will **NOT** be given to any Printer / 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.
- vii) The necessary SSI benefits as per Govt. norms are applicable to eligible bidders subject to enclosure of necessary certificates issued from NSIC / Other Authorised Agencies.

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

Particulars	Last Date	Time
Pre-submission meeting with Applicants	03.08.2019	at 11.30 noon
Last Date and Time for receipt of tender offers	19.08.2019	up to 11.30 noon
Time and Date of Opening of Technical tender offers	20.08.2019	at 11.30 noon
Time and Date of Opening of Commercial tender offers	20.08.2019	at 03.30 p.m.

Place of opening tender offers	Bank of Maharashtra
	Head Office, Marketing & Publicity Department,
	Lokmangal, 1501, Shivajinagar, Pune – 411 005

- i) The Printer/Bidder is required to pay a non-refundable Tender Fee of Rs. 5, 000/- (Rs. Five thousand only) by a Demand Draft or Pay Order of any Nationalised Bank favouring 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.
- ii) The Printer/Bidder is required to make earnest money deposit (EMD) of Rs. 4, 00,000/- (Rs. Four Lakh only) by a Demand Draft or Pay Order of any Nationalised Bank favouring 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 Tender Fee will be rejected.** Bank will **not** pay any interest on the Tender Fee.
- iii) 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 Printer. The EMD will be forfeited for all other reasons including the non acceptance on the part of Printer / Bidder to execute the job or non compliance of Terms and Conditions of the RFP.
- iv) 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 may be forfeited on account of unsatisfactory work done by the Printer.

- v) The bidder should bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentation which may be required by the Bank or any other cost incurred in connection with or relating to its Bid. All such cost and expenses will remain with the Bidder and the bank shall not be liable in any manner whatsoever for the same or for any other cost or other expenses incurred by bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the bidding process.

3. Description, Specifications and Scope of Work

As per Annexure – 1

1. The specifications mentioned are approximate and may vary at the time of placing the order.
2. 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.
3. The tender document is not transferable. Only party to whom it is issued is entitled to submit the offer to the bank.

Pre-submission Meeting (at 11.30 noon on 03.08.2019)

For the purpose of clarification of doubts of the applicants 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 applicants should reach in writing or by e-mail on or before 02.08.2019 on the address as mentioned above. It may be noted that no queries of any applicant 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 applicants who have purchased the RFP will be allowed to attend the Pre-Submission meeting.

4. Submission of Tenders

The printers shall submit their offer in two separate sealed envelopes duly superscribed 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 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 CALENDARS 2020" and shall contain only the following:-
 - i) Printer / Bidder Information as per the format given in **(Annexure – 2)**
 - ii) Summary details with the covering letter as per enclosed format **(Annexure – 3)**
 - iii) Audited Balance Sheet / CA certificate in support of Annual Turnover of the company for the last 3 years.

- iv) Assurance to complete the job (including delivery) **within the period of 21 days after the final approval of proof** from our side. Tentative Schedule to be enclosed from the date of Final Approval.
- v) Total Capacity in terms of Number of Calendars (final product) produced per day.
- vi) Details of Machinery including Binding.
- vii) **One specimen** of the Calendars printed in the past similar to our specifications.
- viii) Sample of the paper quality (specifically mentioning the gsm & manufacturer)
- ix) Demand Draft or Pay order of Rs. 5, 000/- (Rupees Five thousand only) of any Nationalised Bank favouring BANK OF MAHARASHTRA, payable at Pune towards the non refundable Tender Fee.
- x) Demand Draft or Pay order of Rs. 4, 00,000/- (Rs. Four Lakh only) of any Nationalised Bank favouring BANK OF MAHARASHTRA, payable at Pune towards the Earnest Money Deposit (EMD).
- xi) Latest clearance certificate of Sales Tax / GST, Income Tax and Work contract Tax, Excise etc. as applicable.
- xii) Certificate for the Printer / Bidder **not** blacklisted by any Government, PSUs or Private Organization.
- xiii) Printer / Bidder should comply with K.Y.C. Norms and should attach the copies of the following in support of the same:
 - a) Proof of Address
 - b) Proof of Identity
 - c) Article of Association (in case of Company)
 - d) Certificate of Commencement of Business (In case of Company)
 - e) Copy of the Registered Partnership Deed in case of Partnership Firm
 - f) Copy of License under Shop Act in case of Proprietary Concern
 - g) Letter from your Bank having details of your account mentioning date of A/c opening, Type of account, facilities if availed etc.
- C) Technical Bid shall not mention about the rates/costs for the work.
- D) Sample of the paper quality (specifically mentioning the gsm & manufacturer) should be kept in Envelop-1.

(B) ENVELOPE 2: COMMERCIAL BID

- i) To be superscribed as "COMMERCIAL BID FOR PRINTING OF CALENDARS 2020" and shall contain only the following:-
 - i) Covering letter with complete quotation as per the format **(Annexure – 4)**
 - ii) QUOTATION SHOULD BE DULY SIGNED BY AUTHORISED PERSONS WITH DATE AND SEAL OF THE PRINTER.
- ii) The Commercial bid must not contradict with the Technical bid in any way.
- iii) The offer must be made in Indian Rupees only. The rate per Calendar should be inclusive of Transportation, Octroi, Delivery etc. i.e. all applicable charges AND **EXCLUDING GST. The total cost of Calendars** i.e. inclusive of Transportation, Octroi, Delivery etc. i.e. all applicable charges will be considered as the Bid Offer **{Point 'A; mentioned in Total cost of ownership on page No 15, will be considered as the Bid Offer}**. No price variation relating to increases in customs duty, excise tax, price variation etc. will be permitted.
- iv) The L1 bidder may be decided on the TCO (total cost of ownership)
- v) The offer should hold good for a period of 60 days from the date of the opening of Commercial bid.

5. Execution of work:

- i) Completion of the entire job (including delivery) **within 21 days** after approval of printing material by the Bank.
- ii) Sub tendering of the printing job or any part thereof will not be permissible.
- iii) Copy of all the printing material should be presented well in advance for approval prior to final printing of the Calendars.
- iv) The delivery will be made at the **32 locations** as mentioned in **Annexure 5**. The number of calendars to be delivered will be informed at the time of giving final approval for printing.
- v) **In the event of any delay** in adhering to the time schedule for Printing & Delivery by the specific date/s, the **Printer / 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 th 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%

- vi) 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.

6. Payment procedure:

- i) **No** advance payment will be made for executing the work order.
- ii) Payment would be made after the delivery of the Calendars at specified locations and on production of supporting evidence of delivery and on satisfactory completion of the work and on presentation and verification of the Bill.
- iii) No interest charges or any other charges shall be payable except the rate quoted for the required number of copies.
- iv) No escalation in the rates will be accepted/ entertained.

Other Terms & Conditions:

1. Tender offers received within the prescribed closing date and time will be opened in the presence of vendors' authorized representatives on the specified date and time as mentioned in the tender document. The vendor'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 vendors 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 offer received in response to this tender notice and shall be entitled to reject any or all offers including incomplete offers. Bank reserves the right to make any changes in the terms and conditions of the tender. 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 printers 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 vendor, 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 on the Printer / Bidder under the same terms and conditions within a period of three months from the date of acceptance of first order by the printer.

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 printers 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 printers 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 Printer / Bidder who agrees (Out of L2 and L3).

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 Printer / Bidder offering the lowest total price and the Printer / 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 printer. L2 and L3 are required to match their prices with L1 on the overall price for Bank's Calendars printing plan outlay.

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

10. Order Cancellation:

- i) Bank reserves its right to cancel the order or charge penalty 1% of the tender cost per day (maximum 10%) in the event of non-delivery of material (Calendars) within the specified time limit.
- ii) The work order can be cancelled for any serious discrepancy in the Calendars printed. Bank's decision on seriousness of the discrepancy will be final.
- iii) In addition to the cancellation of release order, Bank reserves the right to appropriate the damages from the earnest money deposit (EMD)/ Security Deposit given by the printer.

11. Printers 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.

12. The clarifications / interpretations given by the Bank shall be final. Any dispute arising will be subject to the Jurisdiction of the Courts at Pune only.

13. The bidder has fully disclosed the bank in its responses all information which could reasonably be regarded as affecting in any way evaluation of the response. All information contained in the bidder's response is true, accurate and complete and not misleading in any way. No litigation arbitration or administrative proceeding is presently taking place, pending or to the knowledge of the bidder threatened against or otherwise involving the bidder which could have an adverse effect on its business, assets or financial condition or upon Bank's reputation if the response is successful.

14. The bidder will immediately notify Bank of the occurrence of any event, fact or circumstance which may cause a material adverse effect on the bidder's business, assets or financial condition, or Bank's reputation or render the bidder unable to perform its obligations under the service level agreement, if any or have a material adverse effect on the evaluation of the responses by bank and the Bidder has not and will not seek to influence any decisions of BANK during the evaluation process or engage in any uncompetitive behavior or other practice which may deny legitimate business opportunities to other Bidders.

15. Confidentiality:

The consultant agree to hold in confidence the Confidential Information provided by Bank which is identified as confidential or which, from the circumstances surrounding their disclosure ought to be treated as confidential. The bidder agrees not to make the Confidential Information of Bank for any purpose other than performance of its obligations under this contract, except with the prior written consent of the party providing the information.

The above conditions do not apply to information which (a) was disclosed to the receiving party by a third party that was free of obligations of confidentiality to the party providing the information (b) becomes generally available to the public, other than as a result of improper action by the receiving party (c) is independently developed by the receiving party or (d) is required to be disclosed under law / regulation. The confidentiality clause will survive the termination / cancellation / expiration of the contract.

Warranties and Representations

Resolution of Disputes:

- A) Bank and the Printer / 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 Printer / Bidder are unable to resolve amicably, either party may require that the dispute be referred for resolution by formal arbitration and language of the arbitration should be in English only.

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 printer. In case, if the said Arbitrators not agreed, 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.

- B) The bank reserves the right to amend, modify, add or delete, accept or reject in part or full or any terms and conditions of tender / RFP without assigning any reason thereof. The decision of the bank will be final.

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Description, Scope and Specifications of Work**General:**

1. Paper should be purchased by the printer.
2. Responsibility of the accuracy for printing the calendars as per the design given by the Bank will be that of Printer / Bidder only.
3. The job would cover everything including separation, printing, plate making and paper and all such other things in respect of printing of calendars.
4. Job specifications:

6 Sheet Marathi Date Calendar	
Particulars	Specification
Quantity	215,000
Size	38 Centimeter X 53 Centimeter
Paper	✓ 90 gsm white sunshine paper ✓ 6 Sheets back to back printing in multi-colour.
Binding	Metal Rimming and Silk Ribbon on Top for hanging
Packing	To be packed in craft paper housed in ply cartons and strapped for road-worthy transport
6 Sheet Hindi Date Calendar	
Particulars	Specification
Quantity	105,000
Size	38 Centimeter X 53 Centimeter
Paper	✓ 90 gsm white sunshine paper ✓ 6 Sheets back to back printing in multi-colour.
Binding	Metal Rimming and Silk Ribbon on Top for hanging
Packing	To be packed in craft paper housed in ply cartons and strapped for road-worthy transport
6 Sheet English Date Calendar	
Particulars	Specification
Quantity	105,000
Size	38 Centimeter X 53 Centimeter
Paper	✓ 90 gsm white sunshine paper ✓ 6 Sheets back to back printing in multi-colour.
Binding	Metal Rimming and Silk Ribbon on Top for hanging
Packing	To be packed in craft paper housed in ply cartons and strapped for road-worthy transport

6 Sheet Date Pad pinned SHREE GANESH Calendar	
Particulars	Specification
Quantity	2, 00, 000
Size	28 Centimeter X 40 Centimeter for photo 28 Centimeter X 14 Centimeter for Date Pads
Paper	✓ 90 gsm white sunshine paper ✓ 6 Sheets back to back printing in multi-colour.
Binding	Metal Rimming and Silk Ribbon on Top for hanging
Packing	To be packed in craft paper housed in ply cartons and strapped for road-worthy transport

Printer / 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.

S. 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.	Turnover of the company (Audited) (not of group)	
9.	F.Y. 2016-17	
	F.Y. 2017-18	
	F.Y. 2018-19	
	Profit of the company (Audited) (not of group)	
10	F.Y. 2016-17	
	F.Y. 2017-18	
	F.Y. 2018-19	
	Turnover of the company (Audited) (not of group)	
11.	Sales Tax Number	
12.	GSTIN Number	
13.	Income Tax Number (PAN)	
14.	Brief Description of machinery, facilities for production, inspection, testing and quality assurance	
15.	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.)	
16	Name of Companies /Banks for which similar job work has been done in previous year along with specimen copy of Calendars	

(A) Check List 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 21 days after approval of printing material by the Bank.	
Details of the Machinery	
Specimen copies of the similar jobs (Calendars) done	
A/c Payee Demand Draft of Tender Fee of Rs. 5000/- (Rupees Five Thousand only).	
Earnest Money Deposit (EMD) of Rs. Rs. 4, 00,000/- (Rs. Four Lakh only)	
Latest clearance certificate of Sales Tax / GST, 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	

(B) Covering Letter for Technical Bid (To be submitted on Printer's letter head)

Ref: AX1/M&P/RFP/02/Calendars/2019

Date 26.07.2019

The Assistant General Manager,
Marketing & Publicity,
Bank of Maharashtra, Head Office, 'Lokmangal',
1501, Shivajinagar, Pune – 411 005

Dear Sir,

Reg.: TENDER FOR PRINTING OF CALENDARS-2020

We hereby submit the details as specified in the RFP No. AX1/M&P/RFP/01/Calendars/2019 dated 26.07.2019. We unconditionally agree to abide by the Terms & Conditions specified therein.

TECHNICAL BID FOR PRINTING OF CALENDARS

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

Annual Turnover of the company for the Financial year 2016-17 (Audited)	Annual Turnover of the company for the Financial year 2017-18 (Audited)	Annual Turnover of the company for the Financial year 2018-19 (Audited)
Rs. in lakh	Rs. in lakh	Rs. in lakh

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

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

Calendars printed in the year	Name of the Company	Description	Quantity
2017-18			
2018-19			

- A certificate from the respective clients for the various jobs executed is enclosed.
- Specimen copies of the similar jobs (Calendars) done are enclosed.
- We hereby give our assurance to complete the job within the period of 21 days after the approval of proof from your side.
- Details of the Machinery are annexed.
- Details of the DD/POs enclosed:

For Rs.5, 000/- towards Tender Fee: No _____ Bank _____ Branch _____

For Rs. 4.00 Lakh towards EMD: No _____ Bank _____ Branch _____

8. We have enclosed latest clearance certificate of Sales Tax, Income Tax and Work contract Tax.
(Whichever is applicable).
9. **We declare that our firm/Company has not been blacklisted by any Government, PSUs 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 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 imposed by the Bank.

Yours faithfully,

[Signature of the Authorized person]
Full name of the Proprietor/Partner/Director
Seal of the firm & date

Commercial Bid (To be submitted on Printer's letter head)

Ref: AX1/M&P/RFP/02/Calendars/2019

Date 26.07.2019

The Assistant General Manager,
Marketing & Publicity, Bank of Maharashtra,
Head Office, 'Lokmangal', 1501, Shivajinagar, Pune – 411 005

Dear Sir,

Reg: TENDER FOR PRINTING OF CALENDARS-2020

We hereby offer to execute the subject work as specified in the RFP No. AX1/M&P/RFP/02/Calendars/2019 dated 26.07.2019, 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 time schedule.

6 Sheet Marathi Date Calendar	
Particulars	Specification
Quantity	215,000
Size	38 Centimeter X 53 Centimeter
Paper	✓ 90 gsm white sunshine paper ✓ 6 Sheets back to back printing in multi-colour.
Binding	Metal Rimming and Silk Ribbon on Top for hanging
Packing	To be packed in craft paper housed in ply cartons and strapped for road-worthy transport
6 Sheet Hindi Date Calendar	
Particulars	Specification
Quantity	105,000
Size	38 Centimeter X 53 Centimeter
Paper	✓ 90 gsm white sunshine paper ✓ 6 Sheets back to back printing in multi-colour.
Binding	Metal Rimming and Silk Ribbon on Top for hanging
Packing	To be packed in craft paper housed in ply cartons and strapped for road-worthy transport
6 Sheet English Date Calendar	
Particulars	Specification
Quantity	105,000
Size	38 Centimeter X 53 Centimeter
Paper	✓ 90 gsm white sunshine paper ✓ 6 Sheets back to back printing in multi-colour.
Binding	Metal Rimming and Silk Ribbon on Top for hanging
Packing	To be packed in craft paper housed in ply cartons and strapped for road-worthy transport
6 Sheet Date Pad pinned SHREE GANESH Calendar	
Particulars	Specification
Quantity	2, 00, 000
Size	28 Centimeter X 40 Centimeter for photo 28 Centimeter X 14 Centimeter for Date Pads
Paper	✓ 90 gsm white sunshine paper ✓ 6 Sheets back to back printing in multi-colour.
Binding	Metal Rimming and Silk Ribbon on Top for hanging
Packing	To be packed in craft paper housed in ply cartons and strapped for road-worthy transport

Packing	In the lot of 50 calendars in durable Kraft Paper in Roll Packing / Flat Packing to ensure delivery at the destination in perfect condition
Delivery	✓ At various offices as per Annexure 5 ✓ To be completed within 21 days from the date of order confirmation

Total Cost of Ownership

RATE PER CALENDAR -2020	6 Sheet Marathi Date	6 Sheet Hindi Date	6 Sheet English Date	6 Sheet Date Pad pinned SHREE GANESH
The rate per Calendar (Inclusive of Transportation, Octroi, Delivery etc. i.e. all applicable charges) Rs.				

PRINTING COST OF CALENDARS WITH QUANTITY	RATE x 2.25 lakh	RATE X 1.05 lakh	RATE X 1.05 lakh	RATE X 2.00 lakh	TOTAL Rs.
(A) Total Cost of Calendars – 2020 (i.e. The Bid Offer) Rs.					
(B) Goods Service Tax Rs.					
Grand Total (A+B) (TCO) Rs.					

Point 'A;' mentioned as Total cost Calendars -2020 will be considered as the **Bid Offer**.

The rates quoted are exclusive of all taxes applicable (applicable taxes should be mentioned separately). The specimen / design / artwork of proposed Calendars shall be provided by us on confirming the assignment. Bank shall have sole rights to accept or suggest changes or reject the artwork.

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

We further undertake / declare as follows:

- 1) We agree and accept to abide by this tender offer till 60 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 21 days from the date of approval of printing material**.
- 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 procedure as mentioned in the terms of the tender.

Yours faithfully,

[Signature of the Authorized person]
Full name of the Proprietor/Partner/Director
Seal of the firm & date

LIST OF LOCATIONS (OFFICES) FOR DELIVERY OF CALENDARS

Annexure 5

Deputy General Manager BANK OF MAHARASHTRA Ahmedabad Zone, Mavlankar Haveli, Vasant Chowk, Bhadra, Ahmedabad 380 001 Ph. No : (079)25507901/25506903	Assistant General Manager BANK OF MAHARASHTRA Ahmednagar Zone, Gurukul, 2nd Floor, Lal Taki Road, Ahmednagar 414 001 Ph. No : (0241)2430659/2430578
Assistant General Manager BANK OF MAHARASHTRA Akola Zone, "Arth Mangal", Oak Marg, Satav Chowk, Jatharpeth, Akola 444 005 Ph. No : (0724)2490842/2490843	Assistant General Manager BANK OF MAHARASHTRA Amravati Zone, Opp. Atul Mangal Karyalay, Lahanuji Nagar, Amravati 444 001 Ph. No : (0721)2678206/2671452
Assistant General Manager BANK OF MAHARASHTRA Aurangabad Zone, Mahabank Bhavan, C-3, N-1 Town Centre, CIDCO, Aurangabad 431 003 Ph. No : (0240)2481232/2483206	Deputy General Manager, BANK OF MAHARASHTRA Bengaluru Zone, 15, Police Station Road, Basawangudi, Bengaluru 560 064 Ph. No : (080)26526237/26620236
Assistant General Manager BANK OF MAHARASHTRA Bhopal Zone, 1/14 Prashasanik Zone, Arora Hill, Jail Road, Bhopal 462 011 Ph. No : (0755)2551003/2550808	Deputy General Manager BANK OF MAHARASHTRA Kolkata Zone, McLeod House, 1st Floor, 3, N.S. Road, Kolkata 700 001 Ph. No : (033)22430286/22483687
Assistant General Manager BANK OF MAHARASHTRA Chandrapur Zone, Ghanashyam Bhavan, opposite Police H.O. Mul Road, Chandrapur-442401 Ph. No : (07172)254518/255318	Assistant General Manager BANK OF MAHARASHTRA Chennai Zone, 04, Sivangananan Road, T. Nagar Chennai - 600 017 Ph. No : (044)24364410/24327650
Deputy General Manager BANK OF MAHARASHTRA Chandigarh Zone, SCO 88-89, Sector - 17 C, Chandigarh 160 017 Ph. No : (0172)2713010/2720076	General Manager BANK OF MAHARASHTRA Delhi Zone, 15, NBCC Tower, 3 rd floor, Bhikaji Kama Place, New Delhi 110 066 Ph. No : (011)26172824/26172853
Assistant General Manager BANK OF MAHARASHTRA Goa Zone, Dattaprasad Building, 1st Floor, M.G. Road, Panjim, Goa 403001 Ph. No : (0832)2223136/2231074	Deputy General Manager BANK OF MAHARASHTRA Hyderabad Zone, 4-03-379, 2nd Floor, Bank Street, Sultan Bazar, Hyderabad 500 001 Ph. No : (040)24757005/24755080
Assistant General Manager BANK OF MAHARASHTRA Indore Zone, Maharashtra Sahitya Sabha Bhavan, 688, M.G. Road, Indore 452 007 Ph. No (0731)2435924/2531805	Assistant General Manager BANK OF MAHARASHTRA Jabalpur Zone, Muthye Building, Opp. Telephone Exchange, 1st Floor, Wright Town, Jabalpur 480 002 Ph. No : (0761)2610573/2400287

Assistant General Manager BANK OF MAHARASHTRA Jalgaon Zone, Khandesh Mill Shopping Complex, Building No.7, 1st Floor, P.Box.no.88, Nehru Chowk, Jalgaon 425 001 Ph. No : (0257)2225030/2236005	Assistant General Manager BANK OF MAHARASHTRA Jaipur Zone F-104, Riddhi Siddhi Apt., Subhash Marg, Jaipur- 302 001 Ph. No : (0141)2379903/04/05
Deputy General Manager BANK OF MAHARASHTRA Kolhapur Zone, Rukmini, Plot No. 7, Surve Colony, New Shahapuri, P. Box No. 250, Kolhapur 416 001 Ph. No : (0231)2533414/2533438	Assistant General Manager BANK OF MAHARASHTRA Latur Zone, 28/77, Kirti Mansion, Kamdar Road, Adat Bazar Hanuman Chowk, Latur 413 512 Ph. No : (02382)248717/246108
Assistant General Manager BANK OF MAHARASHTRA Lucknow Zone, Plot No 12, Mahanagar North Hsg Co-op Society, Sector - 9, Vikas Nagar, Lucknow. U P. Ph. No : (0522)2739259/2739260	General Manager BANK OF MAHARASHTRA Mumbai City Zone, Janamangal, 2nd Floor, 45/47 Mumbai Samachar Marg, Fort, Mumbai 400 023 Ph. No : (022)25812621/25823706
Deputy General Manager BANK OF MAHARASHTRA Nagpur Zone, Mahabank Building, Abhyankar Road, Sitaburdi, Nagpur 440 012 Ph. No : (0712)2545020/2545021	Deputy General Manager BANK OF MAHARASHTRA Nasik Zone, Griha Nirman Bhavan, Old Agra Road, Post Box No.140, Nasik 422 002 Ph. No : (0253)2580748/2577479
General Manager BANK OF MAHARASHTRA Pune City Zone, 'Yashomangal', F.C. Road, Shivajinagar, Pune-411005 Ph. No : (020)25537919/25530864	Deputy General Manager BANK OF MAHARASHTRA Pune East Zone, 2 nd Floor, Kesari Maratha Trust Complex, N.C. Kelkar Rd. 568, Narayan Peth, Pune 411 030 Ph. No : (020) 24459184/24456467
Deputy General Manager Integrated Treasury & International Banking BANK OF MAHARASHTRA Apeejay House, 1 st Floor, 130, Dr. V. B. Gandhi Marg , Fort, Mumbai-400 023 Ph. No : (022)22810399/22873880	Assistant General Manager BANK OF MAHARASHTRA Raipur Zone, Chawla Complex, Sai Nagar, Raipur 491 001 Ph. No : (0771)2882716/2551316
Assistant General Manager BANK OF MAHARASHTRA Satara Zone, Jeevan Tara, L.I.C. Regional Office Building, Opp. Collector Office, Koregaon Road, Satara 415 001 Ph. No : (02162)232906/227510	Assistant General Manager BANK OF MAHARASHTRA Solapur Zone, Plot No. 94, Gaikwad Bldg. Morarji Peth, Solapur Pune Road, Solapur 413 002 Ph. No : (0217)2733870/2733871
Deputy General Manager BANK OF MAHARASHTRA Thane Zone, Mahabank Bhavan, B-37, Wagle Ind. Estate, Thane 400604 Ph. No : (022)25822462/25829436	Assistant General Manager BANK OF MAHARASHTRA Marketing & Publicity Department, HO 'Lokmangal', 1501, Shivajinagar, Pune 411 005 Ph. No : (020)25536955/25536682

- Charges for unloading to be borne by Vendor only.
- Calendars should reach to our office/s within 21 days after approval of printing material by the Bank.

Pre-Contract Integrity Pact**ANNEXURE-6**

(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 _____ 2019, 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 Calendars 2020 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 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 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.

- 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:

- 8.1. 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 addresses of the Independent External Monitors (IEM) nominated by the Bank are as under;

<p>Shri Nilmoni Bhakta Address: A-801, PBCL CHS Ltd, Plot No 3, Sector 46 A, Nerul, Navi Mumbai 400 706 Email- nilmoni.bhakta@gmail.com</p>	<p>Shri Madan Lal Sharma Address: K-23, Jangpura Extension, New Delhi Email- ml.sharma1965@yahoo.com</p>
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- 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 hereby sign this Integrity Pact at _____ on _____

BUYER

Name of the Officer: Shri Vivek Nachane
Designation: Assistant General Manager
Bank of Maharashtra, , Head Office, Marketing
& Publicity Department, Lokmangal
Place: 1501, Shivaji Nagar, Pune 5
Date _____

Witness:

1 _____

(Name & Address) : _____

2 _____

(Name & Address) : _____

BIDDER

CHIEF EXECUTIVE OFFICER

(Office Seal)

(Office Seal)

Witness:

1 _____

(Name & Address) : _____

2 _____

(Name & Address) : _____