

**RFP Reference No. 172014**

Request for Proposal (RFP)

FOR

Empanelment of Training Institutes / Organization for imparting Training to Bank Officers.



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

**NAME OF THE PROJECT: TRAINING TO BANK OFFICERS**

**Cost of Tender Document: Rs 10,000/=**



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### 1. Invitation for Tender offers

Bank of Maharashtra a leading Public Sector Bank, intends to train approximately 800 newly recruited Officers before posting them in various branches / offices of the Bank by inviting bids from various training institutes / professional agencies engaged in the activity of training through an open tendering process.

A complete set of tender documents may be purchased by eligible bidder on payment of a non-refundable fee of Rs.10,000/- (Rs. Ten Thousand only) by demand draft / bankers cheque in favour of Bank of Maharashtra and payable at Pune.

#### Bid Collection and Submission

Tender Reference number	172014
Price of Tender Copy	10,000/-
Date of commencement of sale of tender document	11/07/2014
Last Date of sale of tender document	01/08/2014 up to 11.00 hours
Queries to be mailed by	19/07/2014
Pre-Bid meeting with Bidders	22/07/2014 at 15.00 hours
Last Date and Time for receipts of tender offers	01/08/2014 up to 11.00 hours
Time and Date of Opening of technical bids	01/08/2014 at 13.00 hours
Place of Opening tender offers	Bank of Maharashtra HRM Department, 4 <sup>th</sup> Floor, Head Office, 1501, Lokmangal, Shivajinagar, Pune – 411 005
Address of Communication	As above
Earnest Money Deposit	5,00,000/-
Contact Telephone Numbers	Phone : 020 - 25532752 020 - 25514412 Fax : 020 – 25532581

**Earnest Money Deposit must accompany all tender offers as specified in this tender document. EMD amount/Bank Guarantee in lieu of the same should not be mixed with Technical / Commercial bid. It should be in separate cover to be handed over to the department.**

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

Technical Specifications, Terms and Conditions and various formats and pro forma for submitting the tender offer are described in the tender document and it's Annexure.

Deputy General Manager  
HRM Department



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### About Bank of Maharashtra

Bank of Maharashtra is a nationalized bank with a standing of 79 years. It has a three tier organizational set up consisting of branches, Regional Offices and Head Office.

The Bank has 1881 branch offices across the length and breadth of the country. In the state of Maharashtra, the Bank has 1100 + branch offices, the largest network of branches by any Public Sector Bank in a state. The Bank has set up specialized branch offices to cater to the needs of SMEs, Corporate, agriculturists and importers & exporters. All the Branches of the Bank are networked and under Core Banking Solution.

The products and services offered by the Bank include demand deposits, time deposits, working capital finance, term lending, trade finance, retail loans, government business, bancassurance business, mutual funds and other services like demat, ASBA, lockers and merchant banking etc.

The Bank is known as a frontrunner in implementation of technology initiatives.

## 2. Instructions to bidders

### 2.1. Two Bid System Tender

Technical Bid and Commercial Bid must be submitted at the same time, giving full particulars in **separate sealed envelopes** at the Bank's address given below, on or before the schedule given above. All envelopes should be securely sealed and stamped. **The sealed envelope containing Commercial bid must be submitted separately to the Bank.**

Bank's address
The Deputy General Manager Human Resource Management Bank of Maharashtra, "Lokmangal", 1501, Shivajinagar, Pune – 411005

Following two officers have been authorized to accept the tender documents

1. D M Kaveri, Sr. Manager- Head Office Pune
2. D Janardhanan, Manager- Head Office Pune

**All the envelopes must be super-scribed with the following information:**

- Type of Offer (Technical or Commercial)
- Tender Reference Number
- Due Date
- Name of Bidder



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**All Schedules, Formats and Annexure should be stamped and signed by an authorized official of the bidder's company.**

**The bidder will also submit copy of the RFP duly stamped and signed on each page by the authorized official of the bidder's company.**

### **ENVELOPE-I (Technical bid):**

The Technical bid should be complete in all respects and contain all information asked for, **except prices**. The TECHNICAL BID should include all items asked for in **Annexures**. The Technical bid **should not contain any price information**. The TECHNICAL BID should be complete to indicate that all products and services asked for are quoted and should give all required information. **A photocopy copy of Commercial offer with prices duly masked be submitted along with the Technical Bid.**

### **ENVELOPE-II (Commercial bid):**

The Commercial bid should give all relevant price information and should not contradict the TECHNICAL BID in any manner. A photocopy copy of the Commercial Bid duly masking the prices be submitted along with the Technical Bid.

The prices quoted in the commercial bid should be without any conditions. The bidder should submit an undertaking that there are no deviations to the specifications mentioned in the RFP either with the technical or commercial bids submitted.

These three envelopes containing the Technical bids and Commercial bid should be **separately** submitted. Please note that if any envelope is found to contain both technical and commercial bid, then that offer will be rejected outright.

### **2.2. Scope of Project :**

1. Bank of Maharashtra, intends to issue this bid document (**RFP**), to have services of training institute(s) / professional institute(s) for training approximately 800 Officers , on the terms and conditions defined in this RFP. The number 800 is indicative only and bank has discretion to reduce or increase the number of trainee.
2. Bank wants to select an institute(s) that has/have the capability to train and create a totally committed work force that would become the driving force to take the Bank to new heights in business growth.



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3. This RFP has been prepared solely for the purpose of enabling the Bank in defining the requirements for entering into a tie-up with a suitable Training Agency for undertaking training of Officers in the Bank over a period of three months from the date of commencement of the programme. The institute should be able to provide suitable functional, banking, technological and soft skills training for all the Officers of the bank in a dedicated basis using their own venues / tie up arrangement with reputed organizations for training as well as for residential (with boarding facilities) purpose of the Officers. The RFP document is not a recommendation, offer or invitation to enter in to a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful bidder as identified by the Bank after completion of the selection process.
4. The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its directors, officers, employees, agents, representatives, contractors or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings information or statements given or made in this RFP document. Neither Bank nor any of its directors, officers, employees, agents, representatives, contractors or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.
5. Design the training programme to be carried out for Officers in the Bank and customize the entire content to Bank's specific needs.
6. The selected Bidder will carry out the training programmes at one centre or different centers across the country on parallel basis, so as to cover all the Officers under the training programme within the defined timeline.
7. Programme management implementation has to be done by setting up a programme management team and by giving updates to Bank {GM (HRM)/ DGMs (HRM)/ any other authority as may be decided}.
8. The scope of the project is to design appropriate training programme for the Bank's Officers and then undertake the training programme on a dedicated basis, the training infrastructure and venue(s) being provided by the agency / institute. The training infrastructure should have the facility and IT support for access to CBS training server in their institute for the benefit of all the candidates undergoing the training along with implementation of necessary data security features.



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9. The training programme for the Officers has to be tailored for Bank's specific needs and should cover the following important areas:
- a) Banking Industry and Role of GOI, RBI, SEBI, and other Agencies.
  - b) Know your Bank (KYC) and importance.
  - c) Banks mission statement
  - d) Bank service regulation to officers
  - e) Bipartite settlement.
  - f) Growth path - Career in Banking
  - g) Motivational theories / Leadership qualities
  - h) Customer Service / KYC/ CRM / Financial Inclusion / Business Correspondents (BC) their role, etc.,
  - i) Priority Sector lending, MSE Appraisals, sanctions, follow up
  - j) Various acts like NI Act, BR Act, SARFAESI, Transfer of Property Act, Contract Act, RTI Act, Ombudsman machinery etc.,
  - k) Deposit products along with opening of accounts in CBS
  - l) Marketing of deposit products-customer segmentation and targeting
  - m) Sales orientations
  - n) Soft skills
  - o) Non-fund and non-interest income.
  - p) Loan accounts types.
  - q) Opening of loan accounts in the CBS system
  - r) Retail Credit with various products / Functioning of retail Hub, RABs
  - s) Working Capital Assessment.
  - t) Term Loan assessment
  - u) Recovery, NPA Management, Filing of cases with DRT, Auction of property through SARFAESI etc
  - v) Hands on CBS (B@nks25)
  - w) Branch Cash Management, Remittance procedures
  - x) Foreign Exchange business / NRE / FCNR accounts etc.,
  - y) Treasury Operations, Investments, Role of RBI in curbing inflation through monetary controls and open market operations
  - z) Branch Inspection and rectification of Inspection report etc.
  - aa) Group discussions/Presentations/Exercises/Case studies etc.





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The training programme should be so designed to cover the areas stipulated in a systematic manner with a methodology conducive to optimize the learning process of adults.

The institute must be equipped with adequate and well trained faculty members including ex-bankers with relevant practical banking experience along with faculty for training the candidates in soft skills.

The training programme content will have to be tailored and customized to Bank's context, products and processes by the selected bidder. The entire content developed will have to be documented by the selected bidder and the training manuals / documents

10. As a part of undertaking this training assignment, it will be the responsibility of the training agency (ies) to provide the following in the location(s) where the training will be imparted.

- a) Programme contents and delivery
- b) Reading material and hand-outs
- c) Professional / experienced faculty with Banking knowledge
- d) Good ambience of training class (including Air conditioned facility), Residential facility
- e) Boarding facility-with morning tea/coffee,breakfast,lunch,snacks/tea, dinner.
- f) During the breaks, evening snacks and tea/coffee and night dinner.
- g) Class rooms to have computer systems or laptops for on hand CBS
- h) Learning and practice for each individual separately.
- i) Training material prepared should be shared with the Bank.
- j) The venues where the training will be conducted should be either own or leased premises where the institute must have been conducting programmes at least for the last three years. Design and conduct of the induction programme should be with an objective of making the Officers work ready and provide them with relevant inputs.

### 11. Food Facilities

- a. Bed Tea / Coffee in small flasks or electric kettle with tea bag / sugar cubes in the hostel room
- b. Breakfast ( Veg / non-Veg): I) Cornf lakes / dalia 40 gms. with Milk 250 mls. and 4 large slices/ toasts with butter and jam and 2 eggs to order / vegetable cutlet, or II) 2 stuffed parathas / 6 puri with sabji, and Curd 200 gms. with sauces / pickles, or III) South Indian Dishes ( 4 idly / vada/ 2 uttapam/dosha with sambar & chatni) and Seasonal Fruits (1 00gms) / Fruit juice (1 50ml) and Tea / Coffee



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- Tea / coffee (with 2 standard quality biscuits) available on demand.
- c. Mid Morning tea / coffee (with 2 standard quality biscuits)
- d. Lunch (Veg / Non Veg)
- Lunch : Veg :** (1) Appetiser / Soup, (2) rice (Basmati) / pulao / Fried rice, Nan / chapati / tandoori roti / Puri, (3) dal-50gm (Arhar/Mung/ chana/ masoor) (4) special dish:- quality paneer/mushroom etc. (1 25gms), (5) seasonal vegetables/chana/rajma/lobia sabzi, (6) Bhazi: seasonal vegetables (7) curd (100 gms.)/ raita, (8) pickle, (9) papad, (10) sweet dish(50 gms)/ seasonal fruits (150gms) / ice-cream (Amul/Kwality) and (11) salad (seasonal).
- Lunch : Non-Veg :** (1) Appetiser / Soup, (2) rice (Basmati) / pulao / Fried rice, Nan / chapatis / tandoori roti / Puri, (3) dal (50gm) (4) seasonal vegetable / Kala Chana / Rajma / Lobia (5) Bhazi, (6) Fish / Mutton / Chicken (100 gms) / Egg Curry (two eggs), (7) curd (100 gms)/ raita (8) pickles, (9) papad, (10) sweet dish 50 gms / seasonal fruits 150 gms / ice-cream, and (11) salad (seasonal).
- e. Mid afternoon Tea / coffee (with 2 standard quality biscuits )
- f. Evening Tea / Coffee with snacks (Pakora / Samosa/Veg.Chop, sandwich etc.) (200gms)
- g. Weekly alternative menus will be decided by the college
- h. Dinner - Veg /Non veg : Same as mentioned in Lunch Menu but no repetition of lunch menu items**

Only packed and sealed spices / sauces/ condiments/ pickles, etc. with Agmark / Food quality certified to be used viz.:

- Spices : MDH/ Everest / Sunrise or its equivalent
- Papad : Lijjat or its equivalent
- Butter : Amul / Britannia or its equivalent
- Atta : Whole wheat atta - Pilsbury, Kissan, Annapurna, Saktibhog or its equivalent
- Biscuit : Britannia / Parle or its equivalent
- Milk : Chitale/ Warna / Gokule/ Array /Amul / Mother Dairy or its equivalent.
- Cooking medium : Saffola / Sun Flower or its equivalent.
- Bread : Britannia / Modern or its equivalent
- Sauces / Pickles : Kissan / Maggi / Mother's Choice or its equivalent

(Jain food should available on demand)

### **12. Hostel Facilities:**

- a) The students have to be provided AC room with twin occupancy.
- b) Recreation facilities should be available in the campus/hostel like TV, indoor games etc., and the trainees should have access to these facilities.
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- c) The kitchen and food should be in hygienic and wholesome condition.
- d) There should be an attendant doctor 24 hours within the campus, for boys and girls separately so that the candidate if and when fall sick may be attended to immediately.
- e) The hostel should be under the supervision of a warden and security arrangements should be adequate.
- f) The hostel should be provided with 24 hours water supply and electricity, with necessary power back up.

### 2.3. Qualification Criteria

The bidders, who fulfill all the qualifications mentioned in “qualification criteria” of the tender, will only be eligible for further process i.e technical evaluation.

### 2.4. Terms and Conditions

Terms and conditions for bidders who participate in the tender are specified in the section called “Terms and Conditions”. These 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.

### 2.5. Non-transferable Tender

This tender document is not transferable. Only the bidder, who has purchased this tender form, is entitled to quote.

### 2.6. Soft Copy of Tender document

The soft copy of the tender document will be made available on the bank’s website. However Bank of Maharashtra shall not be held responsible in any way, for any errors/omissions/mistakes in the downloaded copy. The bidder is advised to check the contents of the downloaded copy for correctness against the printed copy of the tender document. The printed copy of the tender document shall be treated as correct and final, in case of any errors in soft copy.

The bidders who are submitting the bid by downloading from the Bank’s website will have to pay the non-refundable fee of Rs.10,000/- by way of a demand draft / bankers’ cheque in favour of Bank of Maharashtra payable at Pune while submitting the bid.



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### 2.7. Offer validity Period

The offer should hold good for a period of 180 days from the date of the opening of Commercial bid.

### 2.8. Contract Period

The contract will be for period of one year from the date of first training batch test. Bank has its sole discretion to renew / extend the contract for further period of one year on the same terms and conditions.

### 2.9. Address of Communication

Offers should be addressed to the following office at the address given below:

**The Deputy General Manager, HRM  
Bank of Maharashtra, Head Office, "Lokmangal"  
1501, Shivaji Nagar, Pune – 411005.**

[dgmhrm@mahabank.co.in](mailto:dgmhrm@mahabank.co.in), [agmhrm@mahabank.co.in](mailto:agmhrm@mahabank.co.in); [cmstf@mahabank.co.in](mailto:cmstf@mahabank.co.in)

### 2.10. Pre-Bid Meeting

For the purpose of clarification of doubts of the bidders on issues related to this RFP, Bank of Maharashtra intends to hold a Pre-Bid Meeting on the date and time as indicated in the RFP. The queries of ALL the bidders should reach us in writing or by e-mail on or before on the address as mentioned above. The queries shall be submitted in forms given under Annexure. Queries not received in the form and queries without the relevant details will not be taken up for response. It may be noted that no queries of any bidder shall be entertained received after the Pre-Bid Meeting. The clarifications and replies to the queries offered during the Pre-Bid Meeting will be made available on the Bank's Website

Only the authorized representatives of the bidders (maximum 2 persons) who have purchased the RFP will be allowed to attend the Pre-Bid meeting.

### 2.11. Opening of Offers by Bank of Maharashtra

Tender offers received within the prescribed closing date and time will be opened in the presence of bidders' representatives who choose to attend the opening of the tender on the specified date and time as mentioned earlier in the tender document. The bidder's representatives present shall sign a register of attendance and minutes and they should be authorized by their respective companies to do so. A copy of the authorization letter should be brought for verification.



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### 2.12. Scrutiny of Offers

Scrutiny of Bids will be in three stages as under:

#### a) Eligibility Criteria :

Bank of Maharashtra will first scrutinize the eligibility of the bidders as per “qualification criteria” mentioned in point no.3.1 of the RFP based on the documents submitted. The offers of the bidders who fulfill the above eligibility criteria will be taken up for further scrutiny i.e. technical evaluation.

#### b) Technical evaluation:

Bank of Maharashtra will scrutinize the offers. Bank of Maharashtra will determine whether the technical specifications along with documents have been furnished as per RFP and whether items are quoted as per the schedules. Only bidders who score 60 % will be qualify in technical evaluation & will be short listed for commercial evaluation. The format for technical evaluation is enclosed. The technical evaluation will be done on the basis of the information provided in this format along with supporting documents.

**Site visit will be part of technical evaluation process.**

#### c) Commercial evaluation :

Bank of Maharashtra will open and scrutinize the commercial offers of the technically qualified bidders only. The Commercial bids will have to be submitted in the format as per **Commercial Annexure.** Commercial bids should not have any alteration or overwriting. The bank may reject or load the financial implication of any alteration, if found into the commercial bid submitted by the respective bidder. The calculation arrived by the Bank will be final and will be binding on the bidders. If any cost items in the commercial bid is found to be blank and not filled with any amount then it shall be considered as zero and the same will be offered to the Bank free of any charges.

The commercial bid shall be on a fixed price basis (per candidate per number of days). The price must include all costs, taxes and levies excluding Service Tax. The Service tax shall also include applicable surcharge / cess on service tax, if any. No price variation other than Service Tax will be permitted.

It is absolutely essential for the bidders to quote the lowest price for the services in their own interest.

The Bids technically qualified will be informed for participating in Commercial Bid opening process. Then Commercial Bids are Techno-commercially evaluated by the Bank and the evaluation will take into account the following factors:

Price of the service offered.

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H1 Bidder will be finalized based on Evaluation process as detailed below:

The Total points shall be calculated as follows:

Total Points = { 70 x TI / TH } + {30 x LEC / EC} Where

TH = Highest Technical Score obtained by the bidder as per criteria.

TI = Technical Score obtained by the bidder

EC = Cost / fees quoted for each candidate by the bidder in the Commercial Bid.

LEC = Lowest Commercial Cost among all the bidders participating in the Process.

Ratio: Technical / Commercial: 70: 30

Example:

SN	Bidder	Tec. Eva. Mark ( Ts )	Bid Price (EC )	X	Y	X + Y	Status
				$70 \times TI / TH$	$30 \times LEC / EC$		
1	Bidder 1	90	70	$70 \times 90 / 90 = 70.00$	$30(55/70) = 23.57$	93.57	H1
2	Bidder 2	85	68	$70 \times 85 / 90 = 66.11$	$30(55/68) = 24.26$	90.37	H3
3	Bidder 3	80	55	$70 \times 80 / 90 = 62.22$	$30(55/55) = 30.00$	92.22	H2

### 2.13. Clarification of Offers

To assist in the scrutiny, evaluation and comparison of offers, Bank of Maharashtra may, at its discretion, ask some or all bidders for clarification of their offer. The request for such clarifications and the response will necessarily be in writing.

### 2.14. No Commitment to Accept Lowest or Any Tender

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

### 2.15. Format for Technical bid

The Technical bid must be made in an organized, structured and neat manner. Brochures/leaflets etc. should not be submitted in loose form. This can be divided into **two parts** – the first part should contain the documents supporting the eligibility of the vendor to participate in the tendering process as per the eligibility criteria mentioned in the RFP , the second part should contain the all other relevant documents presented..



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The suggested format for submission of **Technical bid** is as follows:

1. Index
2. Covering letter. This should be as per Annexure C.
3. Details of the bidder, as per Annexure D.
4. Compliance of eligibility criteria along with support documents in following format.

Sl.	Short Description of Eligibility Criteria	Submitted Yes/No	Write figures wherever required
1	Certificate of Incorporation		
4	ISO 9000/9001 certification		
5	Necessary Certificates for training orders. ( This certification is in addition to the copies of purchase orders enclosed)		
6	Self-declaration for being Not blacklisted		

**The eligibility criteria will be verified based on above compliance table duly filled by the bidder along with the supporting documents.**

### 2.16. Masked Commercial

The bidder should submit a copy of the actual price bid being submitted to the bank by masking the actual prices as part of technical bid. This is mandatory. **The bid may be disqualified if it is not submitted.**

### 2.17. Format for Commercial bid

The Commercial bid must not contradict the Technical bid in any way. The suggested format for submission of Commercial bid is as follows:

1. Index
2. Covering letter
3. Commercial Version of Bill of Materials and Price Schedule (as per Commercial Annexure).
4. A statement that the bidder agrees with Payment terms given in the tender.

### 2.18. Erasures or Alterations

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



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*given in brochure/manual*” is not acceptable. Bank of Maharashtra may treat offers not adhering to these guidelines as unacceptable.

Bank of Maharashtra may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer. This shall be binding on all bidders and Bank of Maharashtra reserves the right for such waivers

### 2.19. No Negotiation

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest, as the final selection of L1 vendor would be on the basis of TCO.

### 2.20. Short-listing of Bidders

Bank of Maharashtra will create a short-list of **technically qualifying bidders** and the **Commercial bids of only these bidders will be opened.**

### 2.21. Right to Alter Quantities

Bank of Maharashtra reserves the right to alter the proposed number of officers for training. ( 15 % up / down variation ).





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### 3. Qualification Criteria

#### 3.1. Eligibility of the Bidder

- The Bidder submitting the offers should be a Registered Company in India under the Companies Act, 1956 / Trust / Association registered under appropriate acts and shall be in existence for the minimum period of last three years.
- The bidder should be a professional agency / organization engaged in imparting training. Have experience in training officers of Indian Public sector / Private sector Banks on Banking, functional and theoretical, technological and behavioral areas.
- The institutions should have non less than 10 full time qualified / trained faculty and they should have exposure in Banking subjects and should also have exposure to customer handling and customer service experiences for relating them to the trainees
- Bidder should have own campuses having infrastructure in form of classroom , computer lab, hostel facilities , library , arrangement for food & beverages (or a tie up for boarding facilities).
- The institute should have large capacities to take care of the 2 batches of minimum 50 officers each batch at a time and similar capacity at another location
- The applicant bidder should have capability to execute the work with respect to expertise in terms of ( i) Skilled faculty and support manpower, (ii) Experience & past performance
- The Bidder should not have been blacklisted by any government organization / banks. Self-declaration to that effect should be submitted along with the technical bid.

#### 3.2. Earnest Money Deposit

Bidders are required to give a Demand Draft drawn in favour of Bank of Maharashtra and payable at Pune, (valid for 180 days from the due date of the tender) for Rs.5 lakhs (Rupees Five lakhs only) as Earnest money Deposit (EMD) along with their offer. Offers made without E.M.D. will be rejected. Bank of Maharashtra will not pay any interest on the E.M.D. The Bank may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank other than Bank of Maharashtra or any scheduled commercial bank acceptable to Bank of Maharashtra. In case of Bank Guarantee from other than Public sector banks prior permission of Bank of Maharashtra is essential. The BG should be valid for 6 months from the date of submission of the offer. The format of BG is enclosed.



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### 4. Terms and Conditions

#### 4.1. Faculties:

In addition to the regular faculties the bidder should provide minimum three names and CVs of faculties that will handling Bank of Maharashtra's assignment

#### 4.2. Payment Terms

Bank of Maharashtra will make payment as follows:

Payments, towards the Training services to be provided for the related activities as defined in the scope of Training, shall be made in instalments as indicated below for location batch:

1. 90 % of the training fees (contract rate x number of candidates in the batch) after 7 days of commencement and successful implementation of the training programme.
2. Balance 10% on completion of the programme.

The payment will be made as per actual strength.

Payment will be processed and released centrally after deducting the penalty if any.

#### 4.3. Order Cancellation

Bank of Maharashtra reserves its right to cancel the order in the event of one or more of the following situations:

1. Delay in delivery beyond the specified period for delivery.
2. Serious discrepancy observed during the training.

In addition to the cancellation of purchase order, Bank of Maharashtra reserves the right to appropriate the damages from the earnest money deposit (EMD) given by the bidder or foreclose the Bank Guarantee given in lieu of EMD and/or foreclose the bank guarantee given by the supplier against the advance payment.

#### 4.4. Penalty for delay / performance

If there is any delay in the implementation of the system due to bidder Institute's fault from schedule furnished by the bidder Institute and accepted by the Bank, Bank will recover 1% on the total cost of the project (i.e. Training fees) paid to the bidder Institute for each week of delay. This recovery will be subject to an upper limit of 10%. Thereafter



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the order/contract may be cancelled and amount paid if any, may be recovered with 1.25% interest per month. Any deviations from the norms would be treated as breach of the contract by the Institute and will be dealt with accordingly.

The Bank is entitled to invoke the penalty clause for not fulfilling the conditions of proper food arrangements or not properly arranging / maintaining the hostel rooms or for not maintaining the quality of food or hostel. However, it will be decided from the feedback received from the participants. If the majority (more than 35%) of the participants complain that the arrangements are not adequate or satisfactory and on verification the Bank finds it to be true, it would be the deciding factor and the Bank will have the right to impose the penalty. The penalty amount will be a minimum 1% of the total project cost subject to a maximum of 10% of the specific batch training invoice.

### 4.5. Indemnity

The bidder will indemnify the Bank against all actions, proceedings, claims, suits, damages and any other expenses for causes attributable to bidder/Institute. The total liability of the selected bidder under the contract will not exceed the total cost of the project.

### 4.6. Publicity

Any publicity by the bidder in which the name of Bank of Maharashtra is to be used should be done only with the explicit written permission of Bank of Maharashtra.

### 4.7. Force Majeure

The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, acts of Bank of Maharashtra either in fires, floods, strikes, lock-outs and freight embargoes.

If a Force Majeure situation arises, the Bidder shall promptly notify Bank of Maharashtra in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by Bank of Maharashtra in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.



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In such a case, the time for performance shall be extended by a period not less than the duration of such delay. If the duration of delay continues beyond a period of three months, Bank of Maharashtra and the bidder shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding above, the decision of Bank of Maharashtra shall be final and binding on the bidder.

### 4.8. Resolution of Disputes

Bank of Maharashtra 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 of Maharashtra and the Bidder are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

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 of Maharashtra 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 reconciliation act 1996 shall apply to the arbitration proceedings and the venue & jurisdiction of the arbitration shall be Pune.

### 4.9. Non Disclosure Agreement

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 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

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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 vendor from unauthorized disclosure or access. ( Refer annexure )



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### Annexure A - Tender offer cover letter

Date: \_\_\_\_\_ 2014

Tender Reference No.: \_\_\_\_\_

To:

\_\_\_\_\_  
\_\_\_\_\_

Having examined the tender documents including all annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to training facilities in conformity with the said tender documents in accordance with the Schedule of Prices indicated in the Commercial bid and made part of this tender.

We understand that the RFP provides generic specifications about all the items and it has not been prepared by keeping in view any specific bidder.

If our tender offer is accepted, we undertake to commence training schedules within \_\_\_\_\_ (Number) days.

We agree to abide by this tender offer till 180 days from the date of tender opening and our offer shall remain binding upon us and may be accepted by the Bank any time before the expiration of that period.

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.

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2014

Signature: \_\_\_\_\_

(In the Capacity of :) \_\_\_\_\_

Duly authorized to sign the tender offer for and on behalf of



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### 5. Annexure B – Details of the Bidder

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

Sl.	Item	Details
1.	Name of Company	
2.	Postal Address	
3.	Training Centers Details	1. Address:  2. Address:  3. Address:
4.	Telephone/ Mobile and Fax numbers	
5.	Constitution of the Company	
6.	Name and designation of the person authorized to make commitments to the Bank of Maharashtra	
7.	Email Address	
8.	Year of establishment of Business	
9.	Income Tax Number (PAN / TAN)	
10.	Brief Description of facilities for Training	
11.	Brief Description of lodging.	
12.	Brief Description of boarding	
13.	Names and addresses of the principal clients with whom major training were conducted.	



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### 6. Annexure C - Details of training conducting (Past record)

Name of the Vendor \_\_\_\_\_

Sr No	Name of client	Total Number of Employees trained	No of participants at each batch	Year	Contact person <ul style="list-style-type: none"><li>Name</li><li>Tel / Mobile No</li></ul>

Date: \_\_\_\_\_

Place: \_\_\_\_\_





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### 7. Annexure D - Details of Training Facility available

Sl.	Place	Own or Franchise	Postal Address	Contact numbers	Service Facilities available (Describe)	Number of faculties	Intake capacity at a time
1							
2							
3							



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### 9. Annexure E Commercial Bid

Item	Cost for training for One officer / day
The Professional fee (for the complete term of assignment) for providing Training services for Newly Recruited Officers	
Total	

Amt. in words: Indian Rupees \_\_\_\_\_

**(Note:** The above cost / fees is fixed which include all costs, taxes and levies excluding service tax

Place:  
Date

SEAL

Authorized Signatory



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### 10. Annexure F – Techno – Commercial Evaluation:

- 1) The bid would be first split into a technical and commercial bid- that is the technical aspects would have a weightage of 70 % and commercial aspects will have a weightage of 30%. A combined score will be arrived at as per the procedure detailed hereunder.
- 2) The technical bids will be first evaluated on the basis of eligibility criteria as per RFP. All bids which are found eligible will then be evaluated on technical and commercial parameters.
- 3) The committee while awarding scores on the technical parameters will evaluate the technical competence and capability of the bidder in carrying out the assignment. A maximum of 100 marks will be allocated for the technical parameters. The technical scoring of the proposals will broadly be on the following criteria

Criteria	Maximum Marks
1) Experienced faculty on roll	20
Number of faculty with minimum ten years' experience	10
Number of faculty having experience in B@nks24	10
2) Number of hands-on support faculty available	15
3) Infrastructure	25
Number of candidates that can be trained simultaneously	5
Infrastructure including Connectivity / IT Lab / Lecture room	5
Faculty Ratio	5
Recreational facilities (TV, Gym, In-door / out-door, Library)	3
Medical facilities within the campus	2
Continuous power supply with proper power back-up	5
4) Experience of the institute in conducting satisfactory large scale training assignments in banking.	25
5) ISO certification	05
6) Experience of the institute in conducting training programmes for Banks ( Schedule commercial Bank) 1 Bank - 2 marks 2 Banks - 3 marks 3 Banks - 4 marks 4 Banks – 5 Marks 5 – 7 Banks - 7 marks 8 and above – 10 Marks	10
<b>TOTAL</b>	<b>100</b>



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### 15 Annexure G : FORMAT FOR PRE BID QUERIES

#### A) Queries Related to RFP

RFP 172014	Officers Training				
BIDDERS NAME					
Sr no	Page #	Point / Section #	Main Section name	Clarification point as stated in tender document	Comment / Suggestions

#### B) General queries Related to RFP

RFP: 172014	Officers Training	
BIDDERS NAME		
Sr. No.	General Query related to RFP	Comment / Suggestions



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### 11. Annexure H - Proforma for the Bank Guarantee for EMD

Bank Guarantee no.:  
Date  
Period of Bank Guarantee: Valid upto  
Amount of Bank Guarantee: Rs.

To,  
Bank of Maharashtra,  
IT Department,  
1501, Lokmangal,  
Shivajinagar, Pune 411005.

THIS DEED OF GUARANTEE made at ..... this .....day of ..... between Bank of ..... a banking company having its office at ..... hereinafter referred to as 'the Bank' of the One Part and Bank of Maharashtra a New Bank constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at 'Lokmangal' , 1501 Shivajinagar, Pune 411 005, hereinafter called the Beneficiary, of the other Part.

1. Whereas the Beneficiary had invited tenders for training for officers vide tender No 172014 dated \_\_\_\_\_.
2. One of the terms of the tender is that bidder are required to give a Demand Draft drawn in favour of beneficiary and payable at Pune, (valid for 180 days from the due date of the tender) for Rs 5 lakhs (Rs. Five lakhs only) as Earnest money Deposit (EMD) along with their offer. The Beneficiary may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank, valid for 6 months from the date of issue.
3. M/s XYZ & Co.Ltd. hereinafter referred to as the said 'Contractors' have given their offer to supply, installation, commissioning of Computer Hardware, Software and networking components at various locations to the Beneficiary and the said Contractors are required to deposit the said amount of earnest money (or security deposit) or to furnish bank guarantee.
4. At the request of the said M/s.XYZ & Co. Ltd. the Bank has agreed to furnish guarantee for payment of the said amount of earnest money (or security deposit) in the manner hereinafter appearing :

NOW THIS DEED WITNESSETH that pursuant to the said tender and in consideration of the premises the Bank doth hereby guarantee to and covenant with the Beneficiary that the Bank shall, whenever called upon by the Beneficiary in writing and without demur and notwithstanding any objection raised by the said Contractor/s, pay to the Beneficiary the said amount of Rs. 5 lakhs (Rupees five lakhs only) payable by the said Contractor/s under the said Contract.

AND IT IS AGREED and declared by the bank that the liability of the Bank to pay the said amount whenever called upon by the Beneficiary shall be irrevocable and absolute and the



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Bank will not be entitled to dispute or inquire into whether the Beneficiary has become entitled to forfeit the said amount as earnest money (or as security deposit) under the terms of the said contract or not and entitled to claim the same or not or whether the said contractors have committed any breach of the said contract or not or whether the Beneficiary is entitled to recover any damages from the said contractors for breach of terms thereof or not.

Any such demand made by the Beneficiary shall be binding and conclusive as regards amount due and payable by the Contractor to the Beneficiary. And the Bank undertakes to pay unconditionally on written demand without demur and the claim of beneficiary shall be conclusive and binding as to the amount specified therein.

AND it is further agreed and declared by the Bank that any waiver of any breach of any term of the said contract or any act of forbearance on the part of the Beneficiary or any time given by the Beneficiary to the contractors for carrying out and completing the work under the said contract or any modifications made in the terms and conditions of the said contract or any other act or omission on the part of the Beneficiary which could have in law the effect of discharging a surety, will not discharge the Bank.

AND it is agreed and declared that this guarantee will remain in force until the time fixed in the said contract for completion of the said work or until the expiration of any extended time for such completion and shall be valid for a period of six months from the date hereof i.e. the guarantee shall be valid upto .....

AND it is agreed and declared that this Guarantee will be irrevocable and enforceable even if the contractor's company goes into liquidation or there is any change in the constitution of the said Company or management of the said Company and shall ensure to the benefit of its successors and assigns and shall be binding on the successors and assigns of the Bank.

Notwithstanding anything contained herein:

- The liability of the Bank under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ . (Rupees \_\_\_\_\_).
- This Bank Guarantee shall be valid up to \_\_\_\_\_.
- Bank is liable to pay guaranteed amount or part thereof under this Bank Guarantee only and only if beneficiary serve upon as a written claim or demand on or before \_\_\_\_\_ (date of expiry of the Guarantee).

IN WITNESS WHEREOF the Bank has put its seal the day and year first hereinabove written.

Signed, sealed and delivered by Mr.....  
For and on behalf of the Guarantor Do so and  
to affix the seal of the Bank, in the presence of .....



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### 12. Annexure I – COMPLIANCE AGREEMENT

We communicate our unconditional acceptance to the following terms and conditions of RFP 172014.

1. We acknowledge that we have received, read, understood and agreed to all terms (including payment terms) in the Tender Document no. 172014 for officers Training.
2. We agree that we cannot change Price or Quantity or Quality or Delivery terms or Technology & Service levels (or any other terms that impact the price) post the bid event without prior consent of BANK OF MAHARASHTRA.
3. We agree that we are deemed to have accepted the all rules on participation at the bid. BANK OF MAHARASHTRA will make every effort to make the bid process transparent. However, the award decision by BANK OF MAHARASHTRA would be final and binding on us.
4. We agree not to divulge either our bids or those of other suppliers to any other external party.
5. Bank of Maharashtra has implemented ISMS framework, hence we agree to abide by the required integrations of security policies of the Bank.
6. We agree to non-disclosure of trade information regarding the purchase, part specifications, and identity of BANK OF MAHARASHTRA, bid process, bid technology, bid documentation and bid details. BANK OF MAHARASHTRA TENDER documents remain the property of BANK OF MAHARASHTRA and all suppliers are required to return these documents to BANK OF MAHARASHTRA upon request.
7. BANK OF MAHARASHTRA's decision will be final and binding on us and would be based on Strategic Sourcing Evaluation, Current Service Performance and Actual Compliance of Agreed Specifications.
8. Bids once made cannot be withdrawn or modified under any circumstances. Only blatant typing errors would be withdrawn from bid. The decision of BANK OF MAHARASHTRA would be final and binding on all bidders.
9. BANK OF MAHARASHTRA has the right to decide to extend, reschedule, cancel the RFP.
10. Please note that BANK OF MAHARASHTRA may consider debaring a supplier in the event the supplier violates terms and conditions mentioned in this compliance agreement.
11. We have read the BANK OF MAHARASHTRA technical specifications & drawings for various products in detail & have agreed to comply with Quality, Technology & Service expectations.
12. Product specifications offered in technical bid will remain unchanged. No diversification / substitution of products will be entertained.

We agree to have read and understood the Compliance Agreement in its entirety and agree to abide by this Statement.

**Name:**

**Stamp:**

**Designation:**

**Place:**

**Date:**

**Organization:**

**Signature:**



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### 13. Annexure J – Non Disclosure Agreement

(On stamp paper of relevant value)

This Non-Disclosure Agreement is made and entered into at this day of 2014

WHEREAS, we, \_\_\_\_\_, having Registered Office at \_\_\_\_\_, hereinafter referred to as the TRAINING INSTITUTE, are agreeable to train Officers the Bank of Maharashtra”, having its Head Office at Lokmangal, 1501, Shivajinagar, Pune 411005.

WHEREAS, the TRAINING INSTITUTE understands that the information regarding TRAINING SERVICES provided by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK and

WHEREAS, the TRAINING INSTITUTE understands that in the course of submission of the offer for the said training services and/or in the aftermath thereof, it may be necessary that the TRAINING INSTITUTE may perform certain jobs/duties on the Bank’s properties and/or have access to certain plans, documents, approvals or information of the BANK; NOW THEREFORE, in consideration of the foregoing, the TRAINING INSTITUTE agrees to all of the following conditions, in order to induce the BANK to grant the TRAINING INSTITUTE specific access to the BANK’s property/information

The TRAINING INSTITUTE will not publish or disclose to others, nor, use in any services that the TRAINING INSTITUTE performs for others, any confidential or proprietary information belonging to the BANK, unless the TRAINING INSTITUTE has first obtained the BANK’s written Authorisation to do so.

The TRAINING INSTITUTE agrees that notes, specifications, designs, memoranda and other data shared by the BANK or prepared or produced by the TRAINING INSTITUTE for the purpose of submitting the offer to the BANK for the said training services, will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK.

The TRAINING INSTITUTE shall not, without the BANK’s written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the TRAINING INSTITUTE for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

For and on behalf of -----  ( ) (Designation)	For and on behalf of Bank of Maharashtra  ( ) ( Designation)
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### 14. Annexure K – Minimum Eligibility and required documents

Sr No	Eligibility Criteria	Submitted ( Y / N)	Required documents
1	The Bidder submitting the offers should be a Registered Company in India under the Companies Act, 1956 / Trust / Association registered under appropriate acts and shall be in existence for the minimum period of last three years.		<b>Company</b> A copy of Registration, memorandum & Articles of Association <b>Partnership firm</b> A copy of deed of partnership. <b>Trust / Associations</b> A copy of the By-laws
2	The bidder should be a professional agency / organization engaged in imparting training. Have experience in training officers of Indian Public sector / Private sector Banks on Banking, functional and theoretical, technological and behavioral areas.		Proof of having conducted such programmes in the past along with the credentials of the faculty members
3	The institutions should have non less than 10 full time qualified / trained faculty and they should have exposure in Banking subjects and should also have exposure to customer handling and customer service experiences for relating them to the trainees		Documentary proof to be submitted
4	Bidder should have own campuses having infrastructure in form of classroom , computer lab, hostel facilities , library , arrangement for food & beverages (or a tie up for boarding facilities).		Documentary proof to be submitted
5	The institute should have large capacities to take care of the 2 batches of minimum 50 officers each batch at a time and similar capacity at another location		Documentary proof to be submitted
6	The applicant bidder should have capability to execute the work with respect to expertise in terms of ( i) Skilled faculty and support manpower, (ii) Experience & past performance		Documentary proof of faculty's experience to be submitted
7	The Bidder should not have been blacklisted by any government organization / banks.		Self-declaration to that effect should be submitted