

**HEAD OFFICE
PUBLICITY & PR DEPARTMENT**

**STAR HOUSE
C-5, G-BLOCK
BANDRA-KURLA COMPLEX,
BANDRA (EAST), MUMBAI – 400 051.
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Email: Headoffice.Publicity@bankofindia.co.in

**NOTICE INVITING TENDER (NIT)
For Expression of Interest from Silver
Medallion/Plaque Manufacturers
(E-Tender)**

**For Procurement of Silver Medallions & Silver plaques for the
Year 2024-25**

**E-Tender Event No.
BOI/Mumbai/Estate/1/23-24/ET/23[Procurement of Silver
Plaque]**

Ref No.: BOI:HO:P&PR:PD:24-25:606
Tender- Procurement of Silver Medallions & Silver Plaques
Dated -23.03.2024

Last date of submission of Bid – 14.04.2024

BANK OF INDIA, HEAD OFFICE
PUBLICITY & PR DEPARTMENT

NOTICE INVITING TENDER (NIT)

Bank of India, a corporate body, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at Bank of India, Star House, C-4, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051, India, intends to **award work of making & supplying Silver Medallions & gold plated Silver Plaques with Acrylic box for the Financial Year 2024-25.**

Bank of India invites E-bid from Silver Medallion/Plaque manufacturers for procurement of Silver Medallions & Silver Plaques for the Financial Year 2024-25.

The brief details of the scope of this NIT are as follows:

- 1) The e-tender is only for Procurement of Silver Medallions & Silver Plaques for the year 2024-25.
- 2) Supply of Silver plaques & Silver Medallions to be done as per defined specifications to NBGs/ Zones/ Establishments which are located across the nation and numbering approximately 1080 & 180 respectively.
- 3) The number of Silver plaques & Silver Medallions to be supplied against each NBGs/ Zones/ Establishments shall be advised to the L-1 bidder to whom job work is awarded after following due procedure of e-tender.
- 4) Interested Silver Medallion/Plaque Manufacturers also hereinafter called Bidders are requested to visit www.mstcecommerce.com/eproc to participate in the E-Tender. The interested bidders can download the NIT/bidding document /corrigendum/clarifications from MSTC site www.mstcecommerce.com/eproc or from Bank's website www.bankofindia.co.in under the Tender section.
- 5) **Tender Fee:** The bidder shall have to deposit Rs.10,000 /- (Rs. Ten Thousand Only) as Tender Fee (non-refundable) through NEFT in Bank's following Account:

Account No. : 01220SUNCR701

Name of the Bank: Bank of India

Branch: Bandra Kurla Complex Branch, Mumbai

IFSC Code: BKID0000122,

Title of the account: ESTATE DEPT MISC. RECEIPT

The bidders classified under MSME category are exempted from depositing the Tender Fee of Rs. 10,000/- (Rupees Ten Thousand only) subject to submission of

valid and authorized copy of registration certificate and exemption certificate (if applicable) from relevant authorities they are registered with. The MSME registration certificate submitted must be issued for relevant services and should be valid as on bid submission date.

- 6) **Earnest Money Deposit (EMD):** Bidders will have to submit EMD of Rs.3,80,000 /- (Rs. Three Lakh Eighty Thousand only). EMD can be deposited through RTGS in bank's account given below. No interest shall be allowed on the Earnest Money Deposit. Bids without Earnest Money are liable for rejection. The bidders classified under MSME category alone are exempted from submitting the Earnest Money Deposit subject to the submission of valid and authorized copy of registration certificate and exemption certificate (if applicable) from relevant authorities they are registered with. The MSME registration certificate submitted must be issued for relevant services and should be valid as on bid submission date.

Account No. : 01220SUNCR822

Name of the Bank: Bank of India

Branch: Bandra Kurla Complex Branch, Mumbai

IFSC Code: BKID0000122,

Title of the account: ESTATE DEPTT. COLLECTION ACCOUNT

- 7) Tendering process will be a two bid E-Tender procedure (Technical Bid and Price/Commercial/Financial Bid). The technically complete and commercially competitive bids shall be submitted in two parts through MSTC E-Tender portal www.mstcecommerce.com/eproc
- 8) The Bids should be submitted through MSTC before the stipulated time and date. If the last day of submission of bid is a declared holiday under **Negotiable Instruments Act** by the Government of Maharashtra subsequent to the issuance of NIT, the next working day will be deemed to be the last date of submission of the Bid. Bids received after the above-mentioned date and time, are liable to be rejected.
- 9) For participation in E-Tendering process, one time registration is to be made in the MSTC E-Procurement portal, if the bidder is not already registered.

10) **Activities Details:**

Sr No.	<u>Activity</u>	<u>Date & Time</u>
1	Publication	23.03.2024
2	Document download start	23.03.2024
3	Bid submission starts	23.03.2024
6	Last date of bid submission	14.04.2024
7	Last Date for uploading of EMD/ MSME certificate and other required documents	14.04.2024
8	Technical Bid Opening Date	15.04.2024
9	Opening of Price/Commercial/Financial bids	18.04.2024 (tentative)*

**The final date of opening of Price/Commercial/Financial bid shall be advised through email/telephone to the eligible vendors who will qualify in the technical bid criteria*

Note: The cost of silver will be determined as per the closing rate of silver published by IBJA (Indian Bullion and Jewellers Association) one day prior to opening of Price/Commercial/Financial bid.

- 11) **Transaction fee:** The bidders shall pay the transaction fee (non - refundable) to MSTC using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. **The vendor shall have the facility of making the payment Online.** Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.
- 12) **Availability of Tender Documents:** Tender document will be available at www.mstcecommerce.com/eproc and also under TENDER section of Bank's website www.bankofindia.co.in
- 13) Place of opening tenders: Bank of India
Head Office
Publicity & PR Department
Star House-II, 8th Floor
C-4, G Block, Bandra Kurla Complex
Bandra (East)
Mumbai- 400051
- 14) Validity of offer : 90 days from date of opening of the Price/Commercial/Financial bid
- 15) All updates/corrigendum/amendment will be uploaded at Bank's Website and MSTC E-Tender portal and it is the sole responsibility of the applicant to keep checking for the same till the last date of submission of the tender in website.
- 16) For any clarification, the contact persons are as under :
 - a) Shri Pankaj Deshmukh, Chief Manager-Publicity & PR Department
(Tel. No -022-61319847)
(Mobile : 9422430535)
Email-id Headoffice.Publicity@bankofindia.co.in
 - b) Shri Pankaj Basumatary – Manager, Publicity & PR Department
(Tel. No -022-61319865)
(Mobile : 9678311707)
Email-id Headoffice.Publicity@bankofindia.co.in

For Bank of India

PART 1: DISCLAIMER

1.1 The information contained in this Notice Inviting e-Tender (NIT) document or information provided subsequently to the bidder(s) or applicants whether verbally or in documentary form by or on behalf of Bank of India (Bank), is provided to the bidder(s) on the terms and conditions set out in this NIT document and all other terms and conditions subject to which such information is provided.

This NIT is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of bids. The purpose of this NIT is to provide the bidder(s) with information to assist the formulation of their proposals. This NIT does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this NIT and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this NIT. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this NIT.

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this NIT document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

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PART 2: INVITATION TO BID (ITB)

2.1 Introduction

2.1.1 The Bank intends to procure Silver Medallions & Silver plaques for the year 2024-25. Details, specifications & term and conditions of Silver Medallions & Silver plaques are mentioned in Annexure-III & Annexure III (A). The interested bidders are requested to submit their Technical and Price/Commercial/Financial bids as per the enclosed formats on MSTC portal. The methodology for submission of the bids is enumerated in Part 3 Instruction to the bidders. Terms and Conditions of Contract (TCC) are given in Part 4.

2.1.2 The Tender Document may be downloaded from www.mstcecommerce.com/eproc the MSTC site or from Bank's Website <http://www.bankofindia.co.in/tenders>. However, the bid should be submitted through MSTC E-Tender portal only.

- A. Please note that all the desired information needs to be provided by the bidder along with the NIT document. Incomplete bids may lead to rejection;
- B. Proof of payment of EMD and Tender Fee as specified in the Bid document must accompany the technical Bid.
- C. Bank reserves the right to change the dates mentioned in the NIT, however, the same will be communicated to all concerned.

2.2 Integrity Pact

Vendors/bidders, only those who commit themselves to Integrity Pact (IP) (in Format Pre-Contract Integrity Pact Annexure V) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tender (NIT) till the conclusion of the contract. Format of Integrity Pact is attached as Annexure V for strict compliance and mandatory submission with the bid document by the bidder. The Integrity Pact shall be executed on applicable stamp paper and charges of the same shall be incurred by the bidders.

Integrity Pact would be implemented through a panel of Independent External Monitors (IEMs) nominated by Central Vigilance Commission (CVC) for the Bank. Following persons are presently nominated as IEMs for the Bank. On expiry of the present term of the IEMs, CVC may nominate new IEMs for the Bank.

	IEM-1	IEM-2
Name	Shri P.K. Dash, IAS (Retired)	Shri Salil Kumar Jha, Ex-MD HAL
	pkdash81@gmail.com	skjha_1ck@rediffmail.com

PART 3: INSTRUCTIONS FOR THE BIDDERS (IFB)

3.1 Scope of Work

Bank of India (hereinafter referred as “**Bank**”), having registered office in Mumbai, is one of the largest public sector banks in India with a Branch network of more than 5100 branches in India and 45 branches/offices in 21 countries overseas. Bank intends to **award work of making & supplying Silver Medallions & gold plated Silver plaques with acrylic box for the year 2024-25.**

3.2 Requirement of Work

The proposed work of making & distribution/ supply of silver plaque & medallion has to be done for all Zones/NBGs/LCBs within a period of maximum 30 days. The work will be awarded to finally selected bidder as per the criteria stipulated in the bid document subject to them agreeing to complete the work within the specified duration. Lowest bidder which has quoted the most competitive price of silver shall be awarded the work order, simultaneously having fulfilled all stipulated criteria, terms & conditions and agreed to make the supplies within the time line of 30 days.

In case of a tie on quoted price at any level, bank reserves the right to choose single or both vendors and can decide to award the work in part amongst the two L-1 vendors subject to fulfilling all stipulated criteria in the bid document.

3.3 Eligibility Criterion of Bidder

3.3.1 The bidder has to submit **Integrity Pact (IP)** signed by authorized signatory as per prescribed format mentioned in Annexure V on plain paper in advance (not prior to issuance of NIT) or at the time of bid submission. **Bidder shall be liable for rejection in case of non-submission of the same.**

3.3.2 Profile of the bidder should be furnished as per **Annexure II** and enclosed to the Technical bid.

Note: *Self attested copies of documents/ certificates in support of the foregoing clauses should be uploaded along with the Technical bid. Failure to comply with any of these conditions may result in rejection of the bid. Bank reserves the right to verify/evaluate the claims made by the Bidder by asking for the originals of documents or by other independently. Any decision of the Bank in this regard shall be final, conclusive and binding upon the bidder. The Bank may accept or reject an offer without assigning any reason whatsoever.*

3.4 Instruction to bidders for applying in E-Tender

This is an E- Tender event of Bank of India through platform of M/s MSTC Ltd., CF Block (Newtown), Action Area -I, Kolkata-700156. Event No. of the e-tender is 23 and is titled “BOI/Mumbai/Estate/1/23-24/ET/23[Procurement of Silver Plaque]”.

Bidders are requested to read the process of E-Tender (3.4.1 to 3.4.13), terms & conditions of this tender before submitting their online tenders. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender process for opening of Price/Commercial/Financial bid.

Process of E-Tender:

3.4.1 Registration of bidder

Any bidder willing to take part in the process of E-Tendering will have to enroll & register with the MSTC e-Procurement system. **Bidder's registration with MSTC E-Procurement portal is free of cost.** Only after registration, the Bidder(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Price/Commercial/Financial Bid will be done over the internet. The Bidder should possess Class III signing type digital certificate. Bidders have to make their own arrangement for bidding from a Personal Computer connected with Internet. **MSTC or Bank of India is not**

responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE TECHNICAL BID AND PRICE/COMMERCIAL/FINANCIAL BID HAVE TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eproc .

- i) Bidders are required to register themselves online on <https://www.mstcecommerce.com/eproc> → Register (Filling up details and creating own user id and password) → Submit. Please follow the 'Registration Guide' available in the Registration link before proceeding.
- ii) Bidders will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.
- iii) The bidders shall have to subscribe to the buyers and categories in order to receive system generated mails. In order to subscribe, a Bidder has to login and click on 'My Subscription' followed by 'Add Subscription'. On successful subscription, a system generated mail shall be forwarded to the Bidder. Please follow the guide for 'Subscription' of 'Download Guides' available in the Dashboard before proceeding.

In case of any clarification, please contact BANK OF INDIA /MSTC, (before the scheduled time of the e- tender).

Contact Person
Bank of India

Contact Details
Mr. Pankaj Deshmukh (Chief Manager) &
Mr. Pankaj Basumatary (Manager),
Publicity & PR Department
Tel. No. 022- 61319847/ 022-61319865
Mobile : 9422430535/ 9678311707
E-mail: Headoffice.Publicity@bankofindia.co.in

MSTC Ltd.

i) **Mr. Manas Mallick**
Designation: Senior Manager (MSTC-WRO)
Tel. No.: 9831108435
E-mail: manas@mstcindia.co.in

ii) **Mr. Tanmoy Sarkar**
Designation: Deputy Manager
Tel No: 8349894664
E-mail: tsarkar@mstcindia.co.in

3.4.2 Digital Signature Certificate (DSC)

Each bidder is required to obtain a Class-III Digital Signature Certificate (DSC) for submission of bids.

The bidder can search and download NIT & Tender Documents electronically from the website mentioned in www.mstcecommerce.com using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

3.4.3 System Requirement:

- a) Operating System –Windows 7 and above
- b) Web Browser- Preferred 'IE 8' and above

- c) Security Settings:
 - i) Tools=>Internet Options=>Security=>Disable protected Mode If enabled- i.e., Remove the tick from the box mentioning “Enable Protected Mode”.
 - ii) Tools => Internet Options => Security =>Custom Level=>
 - Active X control & plug-ins: Enable all Active-X Controls
 - Scripting: Enable “Allow Status Bar Update Via Script”
 - Disable “Use Pop-up Blocker”
- d) Java: JRE 8 Latest update
- e) Other Settings:
 - i) View => Toolbars=> “Tick” Status Bar.
 - ii) Tools=>Internet Options=> General=> Click on Settings under “Browsing history/Delete Browsing History”=> Temporary Internet Files=>Activate “Every time I Visit the Webpage”.
- f) For new Version of IE or other “Active –X Filtering” under Tools should not be ticked.
- g) Tools =>Internet Options=> Security=> Selected Trusted Sites=> Add Website <http://www.mstcecommerce.com>.

3.4.4 The tender will be opened electronically on specified date and time as given in the NIT.

- Part I Technical bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.
- Part II Price/Commercial/Financial bid will be opened electronically of only those bidder(s) who’s Part-I Technical Bid is found to be acceptable by the Bank. Bidders who fail to qualify in technical bid will be intimated on 15th April, 2024. Commercial bid of only qualified bidders will be opened tentatively on 18th April, 2024.

3.4.5 All entries in the tender should be entered in online Technical & Price/Commercial/Financial Formats without any ambiguity.

3.4.6 E-Tender cannot be accessed after the due date and time mentioned in NIT.

3.4.7 Bidding in E-Tender

- i) The process involves Electronic Bidding for submission of Bid.
- ii) The bidder(s) can submit their Bid through internet on MSTC Website www.mstcecommerce.com/eproc
- iii) The NIT Documents shall be available for download in the event catalogue available under ‘Event Details’ of the Event
- iv) Please follow the guides for ‘Uploading encryption public key’ and ‘Bidding’ under ‘Download Guides’ available in the Dashboard before proceeding to submit bid.
- v) The bidders may upload the bidding related documents as listed in Annexure – VII of NIT document in the link ‘My Documents’. The documents uploaded here shall be available for attaching with this event in the Bid Floor.
- vi) In order to submit bid, a vendor has to go to ‘Events’ from the menu and select ‘Bid Floor’. The vendor has to select the buyer ‘**Bank of India**’ from the buyer

list in order to view the live events list. The correct event (No) has to be selected from the event list for participation. A vendor has to submit 'Event wise bid details' that may consist of 'Common Terms' and/ or 'Document Attach'. A vendor has to save the Common Terms and/ or attach documents by clicking the respective buttons. Once the event specific bids are saved, the status is updated in 'Event specific bid status and the 'Item specific bid' button appears on the bid floor. Thereafter vendor has to click button under 'Technical Cover' in order to save the technical bid. Once the technical bid is saved, the 'Price Cover' button appears on the screen. The bidder has to upload the Excel File of the filled Price/Commercial/Financial Bid under Price Cover section. For filling and uploading of Price/Commercial/Financial Bid only the Excel file of Price/Commercial/Financial Bid provided should be used, format and content of the Price/Commercial/Financial Bid should not be changed. Thereafter vendor has to click button under 'Price Cover' in order to save the Price Cover bid. Once Price/Commercial/Financial bid is saved, the vendor has to click on 'Final Submit'. On final submission of bid, the status of the bid submission shall display 'Bid submitted' under 'Item specific bid status A vendor shall receive system generated mail.

NOTE: - The bid cannot be revised once the Final Submit button has been clicked by the bidder. However, if the bidder wishes to change his bids then he may delete the bid and re- submit the same.

- vii) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- viii) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- ix) The e-tender floor shall remain open from the pre-announced date & time and for the duration mentioned above.
- x) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by Bank will form a binding contract between Bank and the Bidder.
- xi) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- xii) Bank reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- xiii) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
- xiv) Rate to be quoted should be in Indian Rupee in the e-tender floor/tender document.

3.4.8 Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.

3.4.9 No deviation to the terms & conditions are allowed.

3.4.10 Bank has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

3.4.11 The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eproc of MSTC Ltd.

3.4.12 The bidders should upload all the documents required (if any) as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.

3.4.13 Canvassing in any form in connection with the Tender is strictly prohibited and the bids submitted by the bidders who resort to canvassing are liable to be rejected.

3.5 Bid Security/ EMD

3.5.1 Bidders will have to submit EMD of Rs. 3,80,000 /- (Three Lakh Eighty Thousand only). EMD should be deposited through RTGS in bank's account given below.

Account No. : 01220SUNCR822

Name of the Bank: Bank of India

Branch: Bandra Kurla Complex Branch, Mumbai

IFSC Code: BKID0000122,

Title of the account: ESTATE DEPTT. COLLECTION ACCOUNT

3.5.2 EMD will be forfeited in the following cases:

- A. If a bidder withdraws its bid during the period of bid validity;
- B. If a successful bidder makes any false/incorrect statement or encloses any documents which turns out to be false / incorrect at any time prior to signing of Contract.
- C. If a successful Bidder fails:
 - i. To execute Contract within the stipulated time: or
 - ii. To furnish Performance Guarantee within 10 days from receipt of letter of intent.

3.5.3 The successful Bidder's EMD will be kept with Bank along with performance guarantee amount (totalling Rs. 9.50 lakh) which shall be in the form of security deposit till completion of the full work order. Bank will not pay any interest on EMD & performance guarantee amount.

The unsuccessful Bidder's EMD shall be returned within 30 days from the date of Price/Commercial/Financial bid opening date. Bank shall not pay any interest to the unsuccessful Bidder's EMD amount.

3.6 Performance Guarantee

Successful bidder/s shall submit a Performance Guarantee of Rs. 9.50 Lakhs through NEFT/RTGS. The Performance Guarantee has to be submitted within 10 days of receipt of letter of intent from the Bank. Upon awarding the work order, this EMD money & Performance Guarantee amount shall collectively be kept with Bank as security deposit till completion of work order. Bank shall not pay any interest on the EMD amount & Performance Guarantee amount.

Please note that successful bidder/s having registration under MSME will also have to submit the performance guarantee amount.

3.7 Language of Bid

The language of the bid response and any communication with the Bank must be in written English only. Supporting documents provided with the NIT response can be in another language so long as it is accompanied by an attested translation in English, in which case, for purpose of evaluation of the bids, the English translation will govern.

3.8 Period of Validity of Bid

3.8.1 Bids should remain valid for the period of 180 days from the last date of submission of the bid. In case the last date of submission of bids is extended, the Bidder shall ensure that validity of bid is reckoned from modified date for submission. A Bid valid for a shorter period may be rejected by the Bank as non-responsive.

3.8.2 In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The EMD provided shall also be suitably extended. A Bidder may refuse the request without getting the EMD forfeited.

3.8.3 The Bank reserves the right to call for fresh quotes any time during the validity period, if considered necessary.

3.9 Clarification/Amendment of Bidding Document

3.9.1 To assist in the examination, evaluation and comparison of bids the bank may, at its discretion, ask the bidder for clarification. The response should be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

3.10 Authorization to Bid

3.10.1 The proposal/ bid being submitted would be binding on the Bidder. As such, it is necessary that authorized personnel of the firm or organization sign the bid documents. The designated personnel should be authorized by a senior official of the organization having authority, duly supported by copy of Board resolution and Power of Attorney.

3.10.2 All pages of the bid should be initialled by the person or persons signing the bid.

3.10.3 Any inter-lineation, erasure or overwriting shall be valid only if they are initialled by the person or persons signing the Bid.

3.10.4 All such initials shall be supported by a rubber stamp impression of the Bidder's firm.

3.10.5 The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a bid commitment. The letter should also indicate the complete name and designation of the designated personnel.

3.11 Bidding Process (Two part Bid) E-Tender

3.11.1 Bid to be submitted online through the website www.mstcecommerce.com/eproc of MSTC Ltd. All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Tenderers are required to upload all the tender documents along with the other documents, as asked for in the tender, through the above website within the stipulated date and time as given in the Tender. Tenders are to be submitted in two covers - one is Technical Bid Cover and the other is Price/Commercial/Financial Bid Cover. The tenderer shall carefully go through the documents and prepare the required documents

and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.

The bidder needs to download the Forms / Annexure, fill up the particulars in the designated Cell and upload the same in the designated location of Technical Bid. Bidder needs to download the related Price/Commercial/Financial Bid, fill up the rates of items in the Price/Commercial/Financial Bid in the designated Cell and upload the same in the designated location of Price/Commercial/Financial Bid. Format of the Price/Commercial/Financial Bid should not be altered and any prefilled details should not to be changed.

The documents uploaded shall be virus scanned and digitally signed using the Digital Signature Certificate (DSC). Tenderers should take note of all the addendum/ corrigendum related to the tender and upload the latest documents as part of the tender.

3.11.2 Bidders, who have not paid the cost of the NIT and have not submitted the proof of exemption, will not be permitted to participate in the bid.

3.11.3 In the first stage, Integrity Pact (IP) signed by authorized signatory submitted by bidder will be reviewed and if it is as per prescribed format then only TECHNICAL BID will be opened and evaluated. Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed for Price/Commercial/Financial evaluation. Under the second stage, Price/Commercial/Financial Bid of only those bidders, whose technical bids are qualified, will be opened.

3.12 Technical Bid- Part 1

3.12.1 The bidder will have to submit the technical bid through MSTC E-Tender portal. The Technical offer should be complete in all respect and contain all information required in this document. The Technical Offer should comprise of the documents as listed in Annexure-VII.

3.12.2 Technical supporting documents will not contain any pricing or commercial information at all. Technical supporting documents with any commercial information will be rejected.

3.12.3 The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.

3.12.4 The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder.

3.12.5 The Bank reserves the right to disqualify the bidder/(s) if bidder/(s) have not completed any project successfully in Bank of India awarded to them.

3.12.6 The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any at any time prior to completion of evaluation of technical bids from the participating bidders.

3.12.7 Uploading original proof of EMD & Tender Fee

Originals of the Transaction Acknowledgement receipts towards Earnest Money Deposit and Tender Fee (Hard copies of proof of exemption for those exempted) shall be uploaded along with Bidders profile and Integrity Pact before the last date of submission of the tender on MSTC Portal.

3.13 Commercial Bid- Part 2

3.13.1 The bidder will have to submit the Commercial offer as per the format given in **Price/Commercial/Financial Bid**, through the MSTC portal. The relevant price information should be given only in Indian Rupees.

3.13.2 Submission of the Price/Commercial/Financial Bid has to be done as under:

STEP-1

Price/Commercial/Financial Bid format as provided in Excel format has to be downloaded and filled by the bidder. Format, formulas and content of the Price/Commercial/Financial Bid Excel file should not be changed/ altered. Price should only be quoted in the relevant cells of Excel File. Excel file will automatically calculate & reflect total cost per unit of silver plaque & silver medallion. Thereafter, duly filled in Price/Commercial/Financial Bid should be uploaded in **Price Bid Cover** section of the event.

STEP-2

Final cost per Price/Commercial/Financial Bid should be mentioned in the relevant Price/Commercial/Financial Bid section.

3.13.3 The vendors should not offer any option or any conditional offer to the Bank while giving the price information. The offer should strictly be in conformity with the items as specified by the Bank. No additions or deletions to the Indicative commercial offer are allowed. Any deviations may lead to disqualification of the bid.

3.13.4 The Commercial offer shall be on a fixed price basis and no upward revision in the price would be considered on account of subsequent increase in Govt. Levies/taxes, fuel cost, manpower cost etc. during the entire period of the contract.

3.14 Modification and Withdrawals of Bid

3.14.1 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.

3.14.2 A withdrawal notice may also be sent by email, but must be followed by a signed confirmation copy received not later than the deadline for submission of Bids.

3.14.3 No Bid will be modified after the deadline for submission of Bids.

3.14.4 Bid cannot be withdrawn in the intervening period between the deadlines for submission of Bid and the expiration of the period of Bid validity specified in the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its EMD.

3.15 Opening and Evaluation of Bids

3.15.1 Technical Bid will be opened by the Tender Inviting Authority or his authorised representatives electronically from the website stated above, using their Digital Signature Certificate.

3.15.2 Decrypted (transformed into biddable format) documents of the statutory and non-statutory Covers will be downloaded for the purpose of evaluation.

3.16 Preliminary Examination

3.16.1 The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.

3.16.2 Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without any deviations.

3.16.3 The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.

3.16.4 If a Bid is not responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

3.16.5 The Bank is not responsible for any technical error while submitting the bid on-line.

3.16.6 The Bank reserves the right to the following:

- A. To modify the terms & conditions and specifications detailed in the NIT and also to obtain revised prices from the bidders with regard to such changes.
- B. Canvassing of any kind will not only invite disqualification but also will debar the Bidder from future participation in the tendering process.
- C. During the evaluation process at any stage if it is found that the bidder does not meet the eligibility criteria or has submitted false/incorrect information the bid will be rejected summarily by the bank.
- D. Bidder has to comply with all terms and conditions as mentioned in this NIT document. Bids not conforming to the requirements of the NIT may not be considered by the Bank. However, the Bank reserves the right, at any time, to waive any of the requirements of the NIT, if in the sole discretion of the Bank, the best interest of the Bank be served by such waiver.
- E. The NIT and all supporting documents are the sole property of the Bank and violation of this will be a breach of trust and Bank would be free to initiate any action deemed appropriate. The proposal and all supporting documentation submitted by bidders shall become the property of the Bank.

3.17 Technical Evaluation

3.17.1 Only those Bidders and Bids who have been found to be in conformity with the eligibility terms and conditions during the preliminary evaluation would be taken up by the Bank for further detailed evaluation. The Bank may, at its discretion, waive any minor incongruity, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

3.18 Commercial Evaluation Process

3.18.1 Price/Commercial/Financial Bid of the tenderers declared technically eligible, will be opened electronically by the Tender Inviting Authority from the web portal stated above on the prescribed date.

3.18.2 The encrypted copies will be decrypted and after opening of the Price/Commercial/Financial Bid, the preliminary summary result containing inter-alia, name of bidders and the rates quoted by them will be uploaded.

3.18.3 The Tender Accepting Authority may ask any of the tenderers to submit analysis to justify the rate quoted by that tenderer.

3.18.4 Price/Commercial/Financial bid submitted in any other format or after altering the original format, will be summarily rejected.

3.19 Price Composition

3.19.1 The prices should be inclusive of all applicable charges but exclusive of GST (CGST/SGST/IGST), which will be payable at actual. Any upward / downward change in GST, if any, will be to the account of Bank. Bidder has to show the bifurcation/details of applicable GST (CGST/SGST/IGST) in every invoice.

3.19.2 Income / Corporate Taxes in India: The Bidder/supplier shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the Price/Commercial/Financial bid by the Bidder/supplier shall include all such taxes in the contract rate.

3.19.3 Tax deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Bidder/supplier. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder/supplier from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder/supplier in respect of this contract.

3.19.5 The supplier/Bidder shall comply with all the statutory obligations of the Government of India / State Governments/ labor laws and local authorities applicable and the Bank shall not be liable for any action under the statutes applicable due to non-fulfilment of statutory obligations by the Supplier / Bidder.

3.19.6 The successful bidder will have to execute a Service Level Agreement (SLA) upon selection. The Agreement shall be executed at the Head Office and the stamp duty shall be payable under the laws of respective states, where agreement is executed. All the expenses towards execution of Agreement and stamp duty shall be borne by the bidder.

3.20 No Erasures or Alterations

3.20.1 There should be no significant 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 forms using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable to the Bank. The Bank may treat offers not adhering to these guidelines as unacceptable.

3.20.2 The offer should be complete and self-contained in all respects and avoid cross referencing other offers from the same vendor.

3.21 Contacting the Bank

3.21.1 No bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Price/Commercial/Financial bid to the time the contract is awarded.

3.21.2 Any effort by a bidder to influence the Bank in evaluation of the bid, bid comparison or contract award decision may result in the rejection of the bid. Bank's decision will be final and without prejudice and will be binding on all the parties.

3.22 Rejection of Bid

The Bid is liable to be rejected if:

3.22.1 The document does not bear signature of authorized person in each page and duly stamped.

3.22.2 It is not submitted in the prescribed format, Incomplete &/or not containing sufficient information including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Notice Inviting Tender (NIT), are liable for rejection by the Bank.

3.22.3 It is evasive or contains incorrect information.

3.22.4 Any form of canvassing / lobbying /influence/ query regarding short listing, status etc. is made.

3.22.5 It does not comply with all the points mentioned in the scope of work. Non-compliance of any NIT clause will lead to rejection of the bid.

3.22.6 Non submission of Tender fee, bid security/EMD and Integrity Pact (on plain bond paper) signed by authorized signatory in physical form.

3.23 Bank's Right to Accept or Reject any Bid or All Bids

The Bank further reserves the right to accept or reject any offer and annul the bidding process or even reject all bids at any time prior to award of the contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for the Bank's action. The Bank reserves the right to select more than one Bidder keeping in view its large requirements. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the vendor.

3.24 Fraud & Corrupt Practices

3.24.1 The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/ coercive/ undesirable or restrictive practices in the Bidding Process.

3.24.2 Without prejudice to the rights of the Bank, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices during the Bidding Process, such Bidder shall not be eligible to participate in any NIT issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.

3.24.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

- A. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official

of the Bank who is or has been associated in any manner, directly or indirectly with the Bidding Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project.

- B. “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process.
- C. “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process.
- D. “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- E. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

3.25 Revelation of Prices

The prices in any form or by any reasons should not be disclosed in the technical or other parts of the bid except in the Price/Commercial/Financial bid. Failure to do so will make the bid liable to be rejected.

3.26 Clarifications of Bids

To assist in the examination, evaluation and comparison of bids the bank may, at its discretion, ask the bidder for clarification. The response should be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

3.27 Bid Validity

The bidder shall keep the bid valid for a period of 180 days from the last date of submission of bids which may be extended for further period of three months at the sole discretion of the Bank.

3.28 Deadline for Submission of Bids

Bids must be submitted through the MSTC Ltd E-Tender portal only, not later than the specified date and time mentioned in the Bid Document. The Bank may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Bank and bidders, previously subject to the deadline, will thereafter be subject to the deadline extended.

3.29 Signing of Contract

3.29.1 The successful bidder shall execute the Service Level Agreement including Confidentiality / Non-Disclosure Agreement (NDA) as per **Annexure VI** with the Bank. NIT document and corrigendum will be the part of the contract.

3.29.2 The successful bidder shall execute the SLA and NDA within 10 days receipt of letter of intent from the Bank or within such extended period as may be permitted by the Bank on the basis of Tender Document, the tender of the successful bidder, the letter of acceptance and with such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof. Payment will not be released in the absence of above signed agreement. SLA and NDA will be executed at the Head Office of the Bank.

4. TERMS & CONDITIONS

4.1 General Terms

4.1.1 Quantity & Quality: Approximately silver medallions 180 & Gold Plated silver plaques with acrylic box - 1080 of 99.5 purity of silver. Specific purity certificate has to be given by the manufacturer.

Cost & Weight : **Silver Medallion – Cost of silver, making charges, cost of box, packaging & dispatch charges not to exceed Rs.2,000/-.**

Silver Plaque – The weight of the Silver Plaque/ Plate has been fixed at **200 Grams. The silver plaque will be gold plated with Acrylic box.** All other charges viz. making charges, charges of Acrylic Box, packing & dispatch charges shall be over and above the cost of silver (200 grams).

Note: Rate quote should be exclusive of GST/Taxes. Taxes/ GST shall be extra.

Weight variation of silver plaque or medallion can only be subject to +/- 1% of the weight agreed upon in the contract.

Important Note:

- i. Escalation of any kind in the accepted rate will not be permitted during the currency of the contract and no advance payment will be made for any purpose.
- ii. Bank reserve the right to increase quantity to the maximum of 10% of the specified quantity while awarding work order to successful bidder. There will not be any reduction in the specified quantity of silver plaque & medallion.

4.1.2 The Bank will not compromise on the purity/quality of the Silver. The successful bidder will have to certify about the purity/quality of silver. Bank at any point of time may check the purity of the Gold Plated-Acrylic Framed silver plaques/medallions. If the purity of silver is not found to be as per specification then the supplier will have to make good the losses at his/their own cost/s. The contract will be

terminated immediately without any obligation on the part of the Bank. Bank reserves the right to accept/reject any or all tender/s without assigning any reasons.

- 4.1.3** The successful bidders should convey their acceptance within 7 days of intimation from the Bank to this effect and enter into an agreement with the Head Office within 10 days of receipt of letter of intent from the Bank. A copy of the agreement to be entered into by the successful bidders is given as **Annexure VI**.
- 4.1.4** The Successful bidder shall ensure that no Bank officer, director, employee or immediate family member thereof (collectively termed as, "The Bank Personnel") has received or will receive anything of value or of any kind from the Successful bidder or its officers, directors, employees or agents in connection with this Agreement; and that no Bank Personnel has a business relationship of any kind with the Successful bidder or its officers.
- 4.1.5** Quotation should be for labour charges inclusive of all other charges viz. Insurance, packing, forwarding, delivery etc. and quotation should be signed by authorized signatory/ agent with stamp/seal of the Firm/Company.
- 4.1.6** Tender with counter conditions will not be entertained.
- 4.1.7** Technical Bid will be opened on **15.04.2024 at 3:00 P.M.** Price/Commercial/Financial Bid of only those tenderers who qualify as per the technical aspects required by the Bank, will be opened on 18.04.2024 (tentative date) at 3:00 P.M.
- 4.1.8** It may be noted that once the order is accepted, successful bidder will be bound to execute it within the period specified and no request for increase in rate subsequently nor any excuse for not executing the order on account of any reasons will be entertained. Bank will not pay any advance.
- 4.1.9** If after the item is delivered, it is discovered that the material supplied/used, is not exactly according to our specification/quality stipulated, such supply will be rejected at the suppliers' cost.
- 4.1.10** Embossing on plaques & medallions should be as per the samples shown in Annexure IV (A) & Annexure IV (B). **Embossing of names to be done on the plaques for all the staff members retiring on FY 2024-25.**
- 4.1.11** The Bank need not necessarily accept the lowest bid and the decision of the Bank in this regard will be final. Bank reserves the right to ask for the additional amount of Bank (performance) guarantee/collateral security for the proper execution of the order before awarding the work order.
- 4.1.12** Vendors who would not affect supplies according to the delivery schedule will be liable for all damages/detriment or losses to the Bank and in case despite warning, they continue to be too late in deliveries, they may be disqualified for further inquiries/entrustment of work.

4.2 Contract Period

- 4.2.1** The period of the contract will be for one year i.e. FY 2024-25 or till the successful completion of work order whichever is earlier.

4.2.2 Any offer falling short of the contract validity period is liable for rejection. Bank reserves the right to call regular meetings with successful bidder during the tenure of the contract.

4.3 Liquidated Damage

4.3.1 Bank reserves its right to recover the damages through any mode such as by recovering from the amounts payable for the services rendered or invoking the Performance Guarantee or any other assets of the bidder lying with the Bank.

4.3.2 Penalty for delay in completion of the work order beyond 60 days from the date of award of contract will be calculated at the rate of Rs.1000.00 per week. Recovery of the penalty will be out of the charges payable or from the performance guarantee. Such recovery will be up to a maximum of 5 % of the contract value beyond which the contract is liable to be terminated at the sole discretion of the Bank in addition to the cancellation of the empanelment.

4.3.3 Any such recovery or liquidated damages shall not in any way relieve the successful bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/Purchase Order.

4.3.4 Bank reserves the right to condone the delay, if it is not attributable to the successful bidder.

4.5 Payment Terms

4.5.1 After successful completion, the successful bidder will submit the invoice to Zonal Office/NBG Office. Payment will be released by the Zonal Office / NBG within 15 days from the submission of the bill only upon receipt of the specified quantity of gold plated silver plaque & silver medallion along with acrylic boxes. While making payment, the Bank will deduct TDS and other statutory dues as applicable, to comply with the laws of the land. The amount will be credited to the account of the successful bidder electronically, through RTGS or NEFT.

4.5.2 Bidder needs to provide the information like PAN/GST/TAN/bank details/etc. required for releasing payment on their letter head along with invoices. In case bidder provides incorrect information, bank will not be responsible.

4.6 Delivery

4.6.1 On our acceptance of successful bid, the Bank shall issue a letter of intent to the successful bidder. The Bidder shall give an unconditional letter of acceptance of offer, provide Performance Guarantee and enter into Agreement with the Bank as per the format (enclosed as **Annexure VI**) within 10 days of the date of letter of intent failing which the Bank reserves the right to invoke the Performance Guarantee / EMD and cancel the purchase contract.

4.6.2 Time is the essence of this contract. The successful bidder shall commence delivery of Silver plaques& medallions to Zones & NBGs immediately after receipt of the PO in the identified Zones/NBGS and shall complete the delivery within given time.

4.7 Confidentiality and Secrecy

4.7.1 All tangible and intangible information obtained, developed or disclosed by the bidder including all documents, data, papers, statements, any business/customer information, trade secrets and process of the Bank relating to its business practices in connection with the performance of said services under this NIT or otherwise, is deemed by the Bank and

shall be considered to be confidential and proprietary information ("Confidential Information").

4.7.2 The Successful bidder shall ensure that the Confidential Information shall not be used or permitted to be used in any manner except for the purpose of performance under this NIT and the Successful bidder shall not disclose or part with the Confidential Information to unauthorized person(s). The Successful bidder shall ensure that the Confidential Information is safeguarded and shall take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. The Successful bidder shall ensure that their employees/agents/sub- contractors are bound by similar obligation to maintain secrecy in respect of Confidential Information.

4.7.3 In the event of any breach or threatened breach of this clause by the Successful bidder and/or its employees/agents/sub-contractors, the Successful bidder shall be liable to pay damages as may be quantified by the Bank.

4.7.4 In the event of any breach or threatened breach of this section by Successful bidder/its employees/ agents/ sub-contractors, monetary damages may not be an adequate remedy; therefore, the Bank shall be entitled to injunctive relief to restrain the Successful bidder/its employees/agents/sub-contractors from any such breach, threatened or actual.

4.7.5 The provision under this para shall survive even after the expiry or termination of this agreement.

4.7.6 On the expiry or termination of this Agreement, Successful bidder shall handover or cause to be handed over all the Confidential Information, assets, documents, instruments and/or properties of or relating to the Bank and all other related materials in possession of Successful bidder to an authorised official of the Bank.

4.8 Indemnity

4.8.1 The selected bidder shall fully indemnify and hold harmless the Bank against any penalty imposed by RBI for any reason connected with the services rendered by the selected bidder, liability, losses, claims, costs including attorney's cost, expenses accruing, incurred or suffered by the Bank directly or indirectly arising on account of any act, commission or omission, negligence, fraud, forgery, dishonesty, misconduct or violation of any of the terms and conditions of this NIT by the selected bidder/its employees/agents/subcontractors

4.8.2 The selected bidder shall be liable to pay the amount to the Bank as determined by the Bank under this provision on demand and the Bank shall be entitled to adjust the amounts so determined to be due from the selected bidder against the future payments due by the Bank to the selected bidder.

4.8.3 The selected bidder shall fully indemnify and hold harmless the Bank against IPR, confidentiality and labour law violations.

4.8.4 The selected Bidder shall further indemnify the Bank against any loss or damage arising out of any third-party claims on the Bank arising out of performance of the contract.

4.8.5 The selected bidder shall in no event enter into a settlement, compromise or makes any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and successful bidders) rights, interest and reputation.

4.9 Non-Transferable Offer

This Notice Inviting Tender (NIT) is not transferable. Only the bidder who has submitted the bid will be eligible for participation in the evaluation process.

4.10 Audit

4.10.1 The services provided by the bidder shall be subject to the audit at the discretion of the Bank.

4.10.2 The Bidder shall at all times whenever required furnish all information, records, data stored in whatsoever form to internal, external, Bank appointed and statutory/RBI inspecting auditors and extend full cooperation in carrying out of such inspection. The Bidder will also undertake to co-operate with the RBI to carry out its supervisory functions and objectives and will furnish all records and other information as RBI may call for to carry out inspection and/or other functions. The Bidder is required to facilitate the same at no additional cost and shall provide uninterrupted access to the documents required by the auditors. Further the Bidder has to ensure rectification of all the irregularities thus pointed out by the auditor within a stipulated time frame.

4.10.3 In line of above, the selected bidder shall ensure that all regulatory, Statutory, Local Administration requirements are adhered to subsequently while undertaking deliverable and services over the period of contract without any additional cost to Bank.

4.11 Limitation of liability

Vendor's aggregate liability for actual direct damages shall be limited to a maximum of the Contract Value, provided that this limit shall not apply to following:

- A. The infringement indemnity; or
- B. Bodily injury (including death) and damage to real property and tangible personal property caused by Vendor's negligence.
- C. Liability arising under clause 4.8 (Indemnity) of NIT
- D. For the purposes of this Section, "Contract Value" at any given point in time, means the aggregate value of orders placed by the Bank on the Vendor under this project for entire period of three years.

4.12 Force Majeure

4.12.1 Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or the Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

- A. Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics,
- B. Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,

4.13.2 Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Bidder or the Bank shall not be liable for delay in performing his/her obligations resulting from any Force Majeure cause as referred to and/or defined above.

4.14 Enforceability

The decision of the Bank in arriving at the conclusion of breach of conditions and/or default of supplier will be accepted by the supplier without any demur and the Bank will be at liberty to enforce these conditions/rights.

4.15 Assignment

The whole of the works as included in the Purchase order shall be executed by the bidder and shall not directly or indirectly transfer, assign or sublet the contract or any part, share or interest therein without written consent of the Bank.

4.16 Successors

The Agreement with successful bidder/s shall bind the heirs, executors, administrators, successors and permitted assigns of the successful bidder with respect to all covenants herein, and cannot be changed except by written agreement signed by both parties. The term "Successful bidder" wherever used shall mean and include its employees, agents, subcontractors and representatives and the heirs, executors, administrators, successors and assigns of all such employees, agents, subcontractors and representatives.

4.17 Termination of Contract

4.17.1 If the Termination is on account of failure of the Vendor to perform the obligations under this NIT contract, the Bank shall have the right to invoke the Performance Guarantee(s) given by the selected bidder.

4.17.2 The Bank shall have a right to terminate this Agreement at any time without assigning any reasons thereto without any notice if the bidder fails to complete the delivery of Silver plaques & medallions to Zones & NBGs as per the schedule or if the quality of products / work is not in conformity with the laid down standards.

4.17.3 The Bank will be entitled to terminate this Contract, without any cost to the Bank and recover expenditure incurred by Bank, on the happening of any one or more of the following conditions by giving 30 days' notice in writing to successful bidder:

- A. The selected bidder commits a breach of any of the terms and conditions of the bid.
- B. The Vendor goes into liquidation voluntarily or otherwise.
- C. An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- D. The progress regarding the execution of the order accepted by the selected bidder is found to be unsatisfactory or delay in execution of the contract, the Bank reserves the right to get the contract executed by the another party of its choice by giving one month's notice for the same . In this event, the selected bidder is bound to make good the additional expenditure, which Bank may have to incur in executing the contract. This clause is applicable, if for any reason, the contract is cancelled.
- E. If deductions on account of liquidated damages exceeds more than 5% of the total contract value.
- F. Non-satisfactory performance of the selected bidder during implementation and operation.
- G. An act of omission by the Bidder, its employees or its agents in the performance of the services provided by this contract.

- H. Selected bidder or its sub-contractors are found to be indulging in frauds.
- I. The Bank suffers a financial and reputation loss on account of any activity of Vendor.
- J. In the event of any default by the Successful bidder, if in the reasonable opinion of the Bank, performance of any of the said services under this NIT contract by the Successful bidder, is not acceptable being in contravention of any laws as may be applicable from time to time or industry practice, under the circumstances which would amount to objectionable service.
- K. If Successful bidder fails to perform the said services under this NIT contract or to observe any of its obligations or breaches all or any of the terms of this Agreement.
- L. If a petition for insolvency is filed against the Successful bidder and such petition is not dismissed within Ninety (90) days after filing and/or if the Successful bidder makes an arrangement for the benefit of its creditors or, if the Court Receiver is appointed as receiver of all/any of Successful bidder's properties.
- M. If in the opinion of the Bank the interest of the Bank is jeopardized in any manner whatsoever.
- N. Failure of the bidder to accept the contract and furnish the Performance Guarantee within 10 days of receipt of letter of intent from the Bank.
- O. Delay in delivery beyond the specified period.

4.17.4 In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Performance Guarantee given by the Bidder.

4.17.5 It is hereby agreed and understood by the parties that the provisions of this Clause shall neither limit nor restrict nor shall they preclude the Bank from pursuing such further and other legal actions, against Successful bidder for any breach or noncompliance of the terms of this Agreement

4.18 Deduction from Purchase Price

The bidder shall reimburse the Bank all costs, charges, damages or expenses which the Bank may have paid or suffered and to the extent to which the bidder is obliged and responsible under this Contract to do so, within 30 days upon written request of the Bank failing which such costs, charges, damages or expenses including statutory payments, if any, shall be deducted by the Bank from any money due or becoming due to the bidder under this contract or any other Contract or may be recovered by encashment of Performance Guarantees or by arbitration/action of law or otherwise from the Supplier.

4.19 Waiver

4.19.1 Non-enforcement by either party of any of the provisions of this Contract shall not construe or constitute as a waiver of the provision itself or any subsequent breach thereof. The validity of the Contract shall not be affected, should one or more of its stipulations be or become legally invalid and such stipulation is severable from and not fundamental to the obligations of either party to this Contract. In such a case, the parties shall negotiate in good faith to replace the invalid clause by an agreed stipulation which is in accordance with the applicable Indian Law and which shall be as close as possible to the party's original indent.

4.19.2 The failure on the part of the Bank to insist upon the performance of any terms and conditions of NIT, to exercise any right or privilege conferred in this NIT, or to demand any

penalties resulting from any breach of any of the terms or conditions of this NIT shall not to be construed as a waiver on the part of the Bank of any terms, conditions, rights or privileges, but the same shall continue and remain in full force and effect, nor will such waiver affect any subsequent breach or subsequent action in that behalf.

4.20 Liability of the Successful Bidder

Bank shall hold the Successful Bidder, its Successors, Assignees and Administrators fully liable against loss or liability, claims, actions or proceedings, arising out of nonfulfillment of any obligations under the Contract and such liability of the Successful Bidder will be restricted to the actual amount of the Contract.

4.20.1 Successful Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Successful Bidder and shall be vicariously liable for all the acts, deeds or things done by its employees, agents, contractors, subcontractors etc., whether the same is within the scope of power or outside the scope of power, vested or instructions issued by the Bank under the Contract to be issued for this tender.

4.20.2 However, the Successful Bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

4.21 Negligence

In connection with the work the provisions of General Terms, if the Successful Bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable notice given to him in writing calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default, the Bank shall have the right to cancel the Contract holding the Successful bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank is to be compensated to make good the failure at the risk and cost of the Successful Bidder.

4.22 Review of Contract and performance

4.22.1 Bank shall have the right of periodical review of the performance of the bidder under the contract which would be basis of continuation or termination of the same.

4.22.2 Bank shall also have the right to review, either itself or through another agency as it may deem fit, the financial and operating performance of the bidder in order to assess the ability of the bidder to continue to meet its outsourcing/contractual obligations.

4.23 Proposal Ownership

The proposal and all supporting documents submitted by the bidders shall become the property of Bank of India unless the bank agrees to the vendor's specific requests, in writing, that the proposal and documents be returned or destroyed.

4.24 Notification of Award

4.24.1 Prior to expiration of the period of Bid validity, the Bank will notify the successful Bidders in writing or by e-mail that their Bids have been accepted.

4.24.2 Upon notification of award to successful bidders, Bank will notify each unsuccessful Bidder and will discharge their Bid security. After selection of the Bidders, the Bank will follow its internal procedure for necessary approvals and thereafter proceed with placing of letter of intent or otherwise to the Bidders.

4.25 Arbitration

4.25.1 Any dispute, controversy or claims, arising out of or relating to this Agreement or the breach, termination or in validity thereof, shall be settled by arbitration of a sole arbitrator jointly appointed by the Parties, or if the Parties are unable to Agree upon an arbitrator, to the arbitration panel of 3 (three) arbitrators, 1(one) to be appointed by each disputing Party and the third to be appointed by the 2(two) arbitrators so appointed. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or modification, amendment, consolidation or re-enactment thereof. The arbitrator/s will have power to regulate their own procedure, including summary powers.

4.25.2 The place of arbitration shall be Mumbai, Maharashtra State, India and any award whether interim or final, shall be made and shall be deemed for all purposes between the Parties to be made in Mumbai, Maharashtra State, India.

4.25.3 The award of the arbitrators shall be final and conclusive and binding upon the Parties, and the parties shall be entitled to enter judgment thereon. The Parties further agree that such enforcement shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.

4.25.4 Subject to the aforesaid, for all matters for which the courts of law would have jurisdiction, including without limitation for an application for the appointment of an arbitrator under the provisions of section 11 of the Arbitration and Conciliation Act, 1996, the courts of law at Mumbai, Maharashtra State, India entering in to the agreement, shall have exclusive jurisdiction.

4.26. Other terms and conditions

4.26.1 In case any information furnished during the bidding process is found to be incorrect, Bank will not only be summarily rejecting the current bid but the company itself may be debarred from any future bidding with the Bank for a period of 3 years. The Bank may share such information with Indian Bankers' Association (IBA), which is the voluntary representative body of all banking institutions in the country, who, in turn, may share the information among its member institutions. This clause would be applicable only if the Bidder fraudulently misrepresents itself to the Bank.

4.26.2 All notices regarding corrigenda, addenda, amendments, time-extension, clarification, response to bidders' queries etc., if any to this NIT, will not be published through any advertisement in newspapers or any other mass media. Prospective bidders shall regularly visit Bank's website to get themselves updated on changes / development in relation to this NIT.

4.26.3 Please note that any other terms and conditions whether implicitly or explicitly stated in any of bidder's responses will be ignored.

4.26.4 No contractual obligation whatsoever shall arise from the NIT process unless and until a formal contract is signed and executed by duly authorized officials of the Bank and the successful Bidder. The bidder shall agree that until a formal agreement on stamp paper is prepared and signed with the Bank, this NIT together with Bank's written acceptance and notification of award shall constitute a binding contract between the successful bidder and the bank.

4.26.5 The Bank shall have the right to cancel the NIT process at any time prior to award of contract, without thereby incurring any liabilities to the affected Bidder(s). The reasons for cancellation, as determined by the Bank in its sole discretion.

4.26.6 All the pages of tender document shall be sealed (stamped) and signed by Authorized signatory as token of having read the entire tender document and understood the instructions, terms & conditions etc. No changes whatsoever be permitted in the tender document and the bid submitted by the bidder shall be strictly as per Bank's format.

4.26.7 Bank reserves the right to cancel the contract in the event of any of the following events:

- A. Delay in delivery beyond specified period/delivery against prescribed guidelines and practices.
- B. Serious discrepancy in the dealings /functioning of successful bidder which results in breach of terms, financial loss /reputation loss to bank.
- C. Detection of fraud/criminal intention/background with Successful bidder or its employees or agents.
- D. Delivery of Silver plaques& medallions other than as specified

4.26.8 Bank reserves the right to appropriate the damages through encashment of bid Performance Guarantee given by the successful bidder or recover the loss from the amount payable if any to successful bidder.

4.27 Jurisdiction

Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this NIT, the parties shall be subject to the jurisdiction of courts at Mumbai, Maharashtra State, India only.

.....

5. ANNEXURES

5.1 Annexure I – Letter of Acceptance

(To be submitted on bidder's letterhead)

Date:

(Letter to the bank on the bidder's company letterhead)

The General Manager
Bank of India
Publicity & PR Department,
Star House-II, C-4, G Block,
Bandra Kurla Complex, Bandra (East)
Mumbai - 400051

Dear Sir,

Subject: Our bid for NIT for procurement of gold plated Silver plaques & silver medallions with acrylic box for year 2024-25.

With reference to the above subject, having examined and understood the instructions, terms and conditions forming part of it, we hereby enclose our offer for procurement of Silver plaques & silver medallions with acrylic box of year 2024-25 as detailed in your above referred NIT.

2. We further confirm that the offer is in conformity with the terms and conditions as mentioned in the NIT and all required information as mentioned is enclosed.
3. We also confirm that the offer shall remain valid for 180 days from the date of the offer.
4. We understand that the Bank is not bound to accept the NIT either in part or in full and that the Bank has right to reject the NIT in full or in part without assigning any reasons whatsoever.
5. We understand that
 - a. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
 - b. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form within 10 days of receipt of letter of intent from the Bank. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
 - c. If our bid is accepted, we are to be responsible for the due performance of the contract.
 - d. You may accept or entrust the entire work to one Bidder or divide the work to more than one Bidder without assigning any reason or giving any explanation whatsoever.

- e. Bidder means the bidder who is decided and declared so after examination of Price/Commercial/Financial bids.

6. We enclose Payment Acknowledgment for Rs.3,80,000/- (Rs. Three Lakhs Eighty Thousand Only), towards EMD, details of the same is as under:

UTR No.:

Date:

We enclose details of and enclose relevant documents entitling us the exemption from deposit of EMD as per relevant government guidelines:

a)

b)

7. We hereby declare that all the information & Statements made in this bid document are true and accept that any misinterpretation contained in it may lead to our disqualification. We agree to all terms & conditions of the NIT.

Yours faithfully,

For _____

Authorized Signatories
(Name & Designation, seal of the firm)

5.2 Annexure II - Bidder's Profile

Sr. No.	Parameters	Response
1	Name of the Successful bidder (in response column, please mention the name of the institution and awarded quantity of silver plaque/ medallion/ others received in the last 3 years)	
2	Constitution	
3	Year of Establishment/Incorporation in India	
4	Names of the Partners/Directors	
5	Addresses of Firm/Company	
	a) Head Office	
	b) Local Offices in other states for which bidding	
6	Authorized Contact person	
	a) Name and Designation	
	b) Telephone number/Mobile No	
	c) E-mail ID.	
7	Website Address, if any	
8	Name and Address of the Principal Banker	
9	Permanent Account Number (PAN)	
12	GST Registration No.	

Declaration

1. I/We have read the instructions and terms conditions given in the notice inviting Notice Inviting Tender (NIT) for procurement of Silver plaques& silver medallions for year 2024-25. I/ We understand that any decision to be taken by the Bank will be on the basis of the information furnished/ declarations made by us in the NIT. Should the information given by us in this document prove to be false / incorrect at any time afterwards, contract awarded to us will be liable to termination without any prior notice. I/ We shall be solely responsible for the consequences and decision of the Bank will be binding on me/ us.

2. I/We understand and agree that the decision of the Bank in short-listing/ selection of the Successful bidder(s) will be final and binding on me/ us. Like-wise, the decision of the Bank in allotment of States/ Centres will be final and binding on us.

3. I/We declare that no material fact with regard to making of silver plaque & silver medallion with specified/ stipulated dimension, weight/ purity / other terms & conditions has been suppressed / withheld by us and I/we have no objection in the Bank making independent inquiries with the Banks/clients for whom we are presently similar services.

Place:

Date:

Authorised Signatories:

Name & Designation,
seal of the Company

5.3 Annexure III – Technical Bid Compliance

Annexure-III

TECHNICAL BID

Selection of Silver Medallion/Plaque Manufacturer

Terms & Conditions:

1. Details of the Firm:

- a) Name of the firm / company :
- b) Address, Phone/Fax Nos. and Email ID :
- c) Whether Proprietorship / partnership /
Limited Company :
- d) Date of Establishment :

Note: Name & Address of the Firm/ Company (on Firm's letter head) may be uploaded as per the proforma given in **Annexure III (A)**

2. **Experience & Running Contracts:** Firm should have experience of executing similar contracts of comparable magnitude at least for three (3) years in Public Sector Banks/ Govt. Depts. / Semi Govt. Depts./ Public Sector Organizations/ Pvt. Sector Organization.

Note: Details may be uploaded as per proforma given in **Annexure III (B)**

3. **Mandatory Registration:** Copy of following mandatory registration should be uploaded.

- (a) Proof of Registration / Certificate of firm
- (b) Proof of Valid registration with statutory authorities for GST
- (c) Permanent Account Number (PAN) allotted by Income Tax Department
- (d) Proof of Experience Certificates

4. **EMD:** Proof of submission of EMD in the form of its scanned copy should be uploaded on e-portal under technical bid. Original Earnest Money Deposit (EMD) of Rs. 3,80,000 /- (Rs. Three Lakh Eighty Thousand only) to be deposited through RTGS in bank's specified/ designated account given in the bid document within the time limit specified in this tender document. The proof of submission of EMD should be uploaded on e-portal. Proof of seeking exemption for the firm/ company who claim to take exemption on the basis of confirming its eligibility for the same should be duly uploaded on e-portal within the time limit specified in the tender document.

5. **Turnover and Net Profit (before and after tax) :**

(Amount In Rs. Lakh)

	FY 2020-21	FY 2021-22	FY 2022-23
Turnover			
Net Profit (Before Tax)			
Net Profit (After Tax)			

Note: The CA certified with UDIN - Turnover & Net Profit details are to be uploaded/ submitted on the e-portal. Please clearly mention the Net Profit – before & after tax separately.

The Net Profit (before tax) for the above financial years should be positive for each individual financial year.

I/ We hereby confirm that I/ We have read & understood the terms & conditions of the technical bid and confirm that the details furnished/ uploaded by us are accurate & correct.

Date:

Signature with Name/Designation of
Authorised Signatory and Rubber Stamp

DETAILS OF THE FIRM

ANNEXURE III (A)

01	NAME OF TENDERING AGENCY / FIRM:
02	STATUS OF THE FIRM : PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> OTHERS <input type="checkbox"/>
03	NAME OF OWNER / PARTNERS / DIRECTORS : 1. _____ 3. _____ 2. _____ 4. _____
04	FULL PARTICULAR OF OFFICE : ADDRESS: _____ _____ _____ TELEPHONE NO. : _____ MOBILE NO. : _____ FAX NO. : _____ EMAIL : _____
05	REGISTRATION DETAILS : PAN / GIR NO : _____ GST REGISTRATION : _____ REGISTRATION NO. OF FIRM : _____
06	DETAILS OF EARNEST MONEY DEPOSIT : DEMAND DRAFT NO : _____ DATE : _____ DRAWN BANK & BRANCH : _____ VALID UPTO : _____

07	DETAILS OF BANK ACCOUNT : a. BANK NAME : _____ b. BRANCH NAME : _____ c. ACCOUNT NO. : _____ d. IFSC CODE : _____	
08	DOCUMENT ATTACHED : a. PROOF OF REGISTRATION / CERTIFICATE OF THE FIRM b. PROOF OF VALID REGISTRATION WITH STATUTORY AUTHORITIES FOR GST c. PERMANENT ACCOUNT NUMBER ALLOTTED BY INCOME TAX DEPARTMENT d. UNDERTAKING AS GIVEN IN ANNEXURE "C"	<input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 100px; height: 20px; border: 1px solid black;" type="text"/>

ANNEXURE III (B)

EXPERIENCE & RUNNING CONTRACTS

DETAILS OF SATISFACTORY PERFORMANCE / EXPERIENCE CERTIFICATE FROM PSU / GOVT. COMPANIES / OTHER COMPANIES WHERE THE TENDERER HAS WORKED DURING LAST THREE YEARS

SR. NO.	NAME OF PSU / GOVT. COMPANIES / OTHER COMPANIES	PERIOD OF CONTRACT	

Note: The vendor is required to upload the satisfactory performance / experience certificate from PSU / Govt. Companies / other companies where the tenderer has worked during last three years.

**SIGNATURE OF THE BIDDER OR HIS AUTHORIZED
REPRESENTATIVE SEAL OF THE COMPANY**

5.4 Annexure IV – Price Bid/Commercial Bid/Financial Bid Compliance

Annexure-IV

PRICE/COMMERCIAL/FINANCIAL BID

Selection of Silver Medallion/Plaque Manufacturer


Terms & Conditions:

1. Tenderer/ bidder to submit the Price/Commercial/Financial bid strictly as per the excel sheet provided in the e-portal under price bid section.
2. Tenderer/ bidder to submit the Price/Commercial/Financial bid separately for the silver plaque & silver medallion as per the excel format prescribed.
3. Escalation of any kind in the accepted rate will not be Permitted during the currency of the contract and no advance Payment will be made for any purpose.
4. The Bank will not compromise on the purity/quality of the Silver. The successful bidder will have to certify about the purity/quality of silver .Bank at any point of time may check the purity of the Gold Plated silver plaques with Acrylic box and silver medallions. If the purity of silver is not found to be as per specification then the supplier will have to make good the losses at his/their own cost/s. The contract will be terminated immediately without any obligation on the part of the Bank. Bank reserves the right to accept/reject any or all tender/s without assigning any reasons.
5. Price/Commercial/Financial bid should include total cost of silver, making charges, labor charges, Insurance, packing, forwarding, delivery, any other charges if any etc. and quotation should be signed by authorized signatory/ agent with stamp/seal of the Firm/Company.
6. Tender with counter conditions will not be entertained.
7. The proposed work of making & distribution/ supply of silver plaque & medallion has to done for over all Zones/NBGs/LCBs within a period of maximum 30 days, the work will be awarded to finally selected bidder as per the criteria stipulated in the bid document subject to them agreeing to complete the work within the specified duration. Lowest bidder which has quoted the most competitive price of silver shall be awarded the work order simultaneously having fulfilled all stipulated criteria, terms & conditions and agreed to make the supplies within the time lines of 30 days.
8. In case of a tie on quoted price at any level, bank reserve the right to choose single or both vendors and can decide to award the work in part amongst the two L-1 vendors subject to fulfilling all stipulated criteria in the bid document.
9. The firm(s)/supplier(s) whose past performance have been found not satisfactory in the opinion of Bank of India, then Bank of India reserves the right to refuse the tender document or reject the tender while opening or evaluating the tenders. The decision of Bank of India regarding performance evaluation will be final.

5.4 Annexure IV (A) – Price/Commercial/Financial Bid Composition

Annexure IV (A)

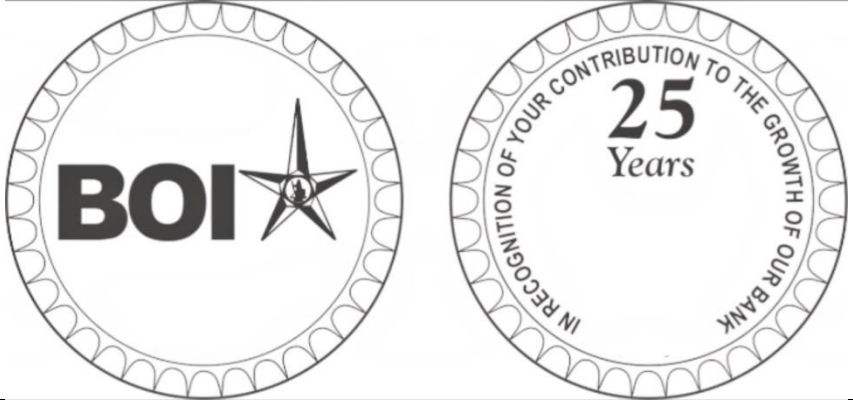
1) Details & Specifications of Silver Plaque

Sr No	Description	Specification
1	Weight of Silver Plaque	200gms
2.	Purity	99.5% Silver
3.	Dimension	11 Inches X 7.5 Inches
4.	Design of the Plaque	
5	Coating of Plaque	Gold coating should be there on full plaque
6.	Embossing on the inner top (Round Shape)	IN RECOGNITION OF YOUR CONTRIBUTION TO THE GROWTH OF OUR BANK
7.	Embossing in the Centre	BANK OF INDIA LOGO
8.	Engraving at the bottom	Name of the Person Receiving the Memento in the form of Plaque
9.	Packaging	Acrylic Box Packing There should be Proper Groove to fit the Plaque. The Inside Flap to have the logo of BOI printed

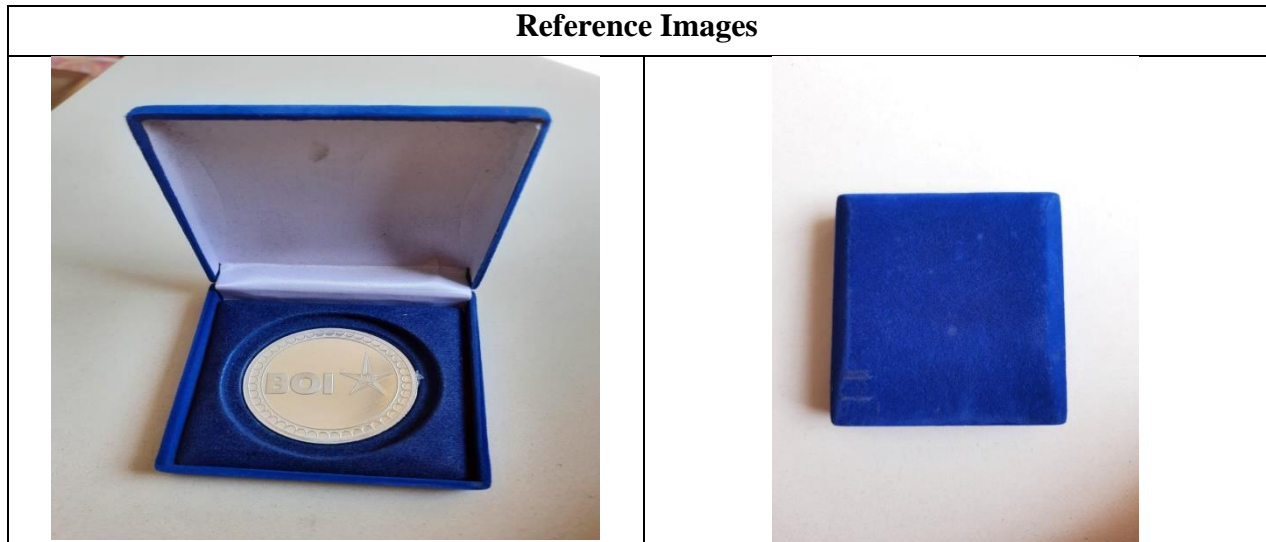
Reference Images



1) Details & Specifications of Silver Medallion

Sr No	Description	Specification
1.	Purity	99.5% Silver
2.	Diameter	50 mm
3.	Design of the Medallion	
5.	Embossing on the Front	Bank of India Logo
6.	Embossing on the Back	IN RECOGNITION OF YOUR CONTRIBUTION TO THE GROWTH OF OUR BANK
8.	Packaging	Acrylic Box Packing There should be Proper Groove to fit the Medallion

Reference Images



5.5 Annexure V– Pre Contract Integrity pact

PRE-CONTRACT INTEGRITY PACT
BETWEEN
BANK OF INDIA
AND
.....

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day -----of the month of -----2024, between, on one hand, Bank of India acting through Pankaj Deshmukh, Chief Manager, Publicity & PR Department (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in officer and assigns) of the First Part

and

M/s. represented by Shri _____, Authorized Executive (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Service) and award the contract and the BIDDER/Seller is willing to offer/has offered the services and

WHEREAS the BIDDER is a registered private company / partnership constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said service / work 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 hereby agree to enter into this Integrity Pact and agree as follows.

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, 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 to 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 officials(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 BIDDER(s)

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, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage 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 favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator / authorized government sponsored export entity of the stores / supplier and has 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 to 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 the 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 BIDDERS firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term relative for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.14 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 Price/Commercial/Financial bid, the BIDDER shall deposit an amount of Rs.3,80,000/- as specified in the NIT as Earnest Money/Security Deposit, with the BUYER through any of the following instruments

- a. Payable in the Bank's given office account

5.2 The Earnest Money / Security Deposit shall be valid up to the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period / Defect liability period.

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 a 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 on 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 it or acting on its behalf (Whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, whenever required:-

- a. 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.
- b. 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 assign any reason therefor.
- c. To immediately cancel the contract if already signed, without giving any compensation to the BIDDER.
- d. 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 a 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 stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- e. To appropriate the performance guarantee amount furnished by the BIDDER, in order to recover the payments already made by the BUYER, along with interest.
- f. 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
- g. 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.
- h. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of Three years, which may be further extended at the discretion of the BUYER.
- i. To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broker with a view to securing the contract.
- j. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- k. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (Whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fail Clause

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

8. Independent Monitors

8.1 There shall be Independent Monitors (hereinafter referred to as Monitors) appointed by the BUYER for this Pact in consultation and with approval of the Central Vigilance Commission.

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 perform 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 Monitor 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 project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(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 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 correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any 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 upto 1 year 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 provision 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

BIDDER

Name of the Officer

Name of the Officer

Designation

Designation

Bank of India

Witness

Witness

1

1

2

2

5.6 Annexure VI- SERVICE LEVEL AGREEMENT

(Non-Judicial Stamp Paper of appropriate value)

This Agreement made on this the _____ day of _____ 2024 at _____ between Bank of India a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at Star House II, C-4, 'G' Block, Bandra-Kurla Complex, Bandra (East), Mumbai 400 051 _____ (hereinafter referred to as the 'Bank' which expression shall include its successors and assigns).

AND

M/s. _____ a Company registered under the Companies Act, 1956/Partnership firm/Proprietorship concern (delete whichever not applicable), having its registered office at _____ (hereinafter referred as 'Vendor' which expression shall include its successors and assigns).

AND

THIS AGREEMENT WITNESSETH AS UNDER

WHEREAS The Bank is inter alia engaged in the business of banking and procures of Silver Medallions & Silver plaques for various Zones/NBGs located Pan India;

AND

WHEREAS, M/s. is vendors engaged in manufacturing of Silver Medallions & Silver plaques with acrylic box and has now been contracted for procurement of Silver Medallions & Silver plaques with acrylic box for the year 2024-25.

NOW THEREFORE, in consideration of the mutual covenants, undertaking and conditions set forth below and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged the Parties hereby agreed as follows:

1. Duration of the Contract

1.1 The Contract duration will be for a duration of one year w.e.f. _____ (date of letter of intent) unless terminated due to-

- a) Vendor being removed by the Bank from the empanelled list of vendors; and
- b) Breach of terms of contract as mentioned in this agreement hereinafter.

2. Terms and Conditions

2.1 Tender with counter conditions will not be entertained.

2.2 Tender shall be valid for at least 90 days from the due date specified. Quotation should be for total cost of silver/ labour charges inclusive of all other charges viz. making charges, insurance, packing, forwarding, delivery etc. and quotation should be signed by authorized signatory/ agent with stamp/seal of the Firm/Company.

2.3 It may be noted that once the order is accepted, you will be bound to execute it within the period specified and no request for increase in rate subsequently nor any excuse for not executing the order on account of any reasons will be entertained. Bank will not pay any advance.

2.4 If after the item is delivered, it is discovered that the material supplied/used, is not exactly according to our specification/quality stipulated, such supply will be rejected at the suppliers' cost.

2.5 Embossing on plaques & medallions should be as per the samples shown by us. Embossing of names on the plaques for the Retiree staff to be done.

2.6 The Bank need not necessarily accept the lowest tender and the decision of the Bank in this regard will be final. In addition to the prescribed limit, Bank reserves the right to ask for the Bank (performance) guarantee/collateral security which is commensurate with the size/ amount of order.

2.7 Vendors who would not effect supplies according to the delivery schedule will be liable for all damages/detriment or losses to the Bank and in case despite warning, they continue to be too late in deliveries, they may be disqualified for further inquiries/entrustment of work.

3. **Non-Disclosure Clause**

3.1 For the purpose of this agreement, the following definitions shall hold good

3.1.1 **"Confidential Information"** means and includes all data, documents and information disclosed or to be disclosed by either Party to other Party and its Representatives (as defined herein) (including information transmitted in written, electronic, magnetic or other form and also information transmitted orally or visually) and any and all information, in whole or in part, directly or indirectly, from such information including all notes, summaries, analyses, compilations and other writings. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records

3.1.2 **Receiving Party** means the party who receives the confidential information and is obligated to keep it secret "Receiving Party" may use the information solely for and in connection with the Purpose.

3.1.3 **"Disclosing Party"** means party who discloses Confidential Information.

3.2 It is hereby agreed by and between the parties hereto as follows:

3.2.1 **Use of Confidential Information** - Each party agrees not to use the other's confidential information for any purpose other than specified. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.

3.2.2 The receiving party shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to and knowledge of the confidential information solely for the purpose authorized above. The Receiving Party may disclose confidential information to consultants only if the consultant has executed non-disclosure agreement with the Receiving Party.

3.2.3 The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing party's confidential information in violation of the terms of this Agreement.

3.2.4 Neither party shall make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval of the other party.

3.3 Exemptions

3.3.1 The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:

- a) Is already known to the Receiving party at the time of the disclosure without an obligation of confidentiality.
- b) Is or becomes publicly known through no unauthorized act of the Receiving party.
- c) Is rightfully received from a third party without restriction and without breach of this agreement.
- d) Is independently developed by the Receiving party without use of the other party's Confidential Information and is so documented.
- e) Is disclosed without similar restrictions to a third party by the Party owning the confidential information.
- f) Is approved for release by written authorization of the disclosing party; or
- g) Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.

3.4 This Non-Disclosure clause shall be binding during the period of agreement. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof. The obligations of the receiving party respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

3.5 **Title and Proprietary Rights** - Notwithstanding the disclosure of any confidential information by the Bank to the Vendor, the Bank shall retain title and all intellectual property and proprietary rights in the confidential information. No license under any trademark, patent or copyright or application for same which are or thereafter may be obtained by the Vendor is either granted or implied by the conveying of confidential information.

3.6 **Return of Confidential Information** - Upon written demand of the **disclosing party**, the **receiving party** shall (i) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the receiving party has complied with the obligations set forth in this paragraph.

3.7 The Vendor shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, information relating to this Agreement or information received under this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the Bank.

3.8 The Vendor shall not reverse-engineer, de-compile, disassemble, or otherwise interfere with any software disclosed hereunder.

4. **Procedure of work order** - The following Procedure of work to be followed for supply or delivery of Silver plaques & medallions with acrylic box to Zones/Medallions:

4.1 Purchase order shall be placed by the Head Office for Procurement of Silver Medallions & Silver plaques with acrylic box for year 2024-25. The vendor will complete the supply within 30 days to all Zones & NBGs as per list provided by us and submit the Proof of Delivery duly signed by the HR Manager of concerned Zone/NBG to us. The Vendor should issue 4 copies of delivery certificate duly signed by the HR Manager after delivery. While one copy will be handed over to the Head Office, original copy of the delivery vouchers should be attached while forwarding the bills to Zones/NBGs, as per agreed terms of payment.

5. **Delivery and penalty for delay**

5.1 Delivery of Silver plaques& Medallions to Zones & NBGs has to be completed within the specified 30 days from the issuance of the purchase order. Non-completion of the work will involve penalty of Rs.1000.00 per incomplete NBG/ Zone per week or part thereof subject to maximum amount of Five (5) percent of the total consideration will be charged to vendor. This amount of penalty so calculated shall be deducted at the time of making final payment after successful delivery..

5.2 In event of delay being to the extent that penalty increases more than 5% of the contracted value, the Bank reserves the right to cancel the Work Order and forfeit the EMD/Security money deposit. In the event of such cancellation, the vendor is not entitled to any compensation.

6. **Delivery and documentation**

6.1 Delivery Silver plaques & Medallions with acrylic box to Zones & NBGs shall be made by the Vendor in accordance with the Head Office approval & purchase order and vendor shall abide by the terms & conditions contained in the tender document and SLA. The below mentioned documents shall be handed over by the vendor to the Zones & NBGs while handing over Silver plaques& Medallions. Payment will be released after handing of the above-mentioned documents. The details of the documents to be furnished by the Vendor are specified hereunder:

- a) Copies of Vendor's Invoice showing Contract number, Products description along with quantity, quantity, unit price, taxes and total amount.
- b) Manufacturer's quality/purity wherever applicable.

7. **Acceptance Procedure**: On successful completion of delivery of Silver plaques& medallions, delivery certificate signed by the Vendor and the representative of the Bank

will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.

8. **Warranty**: The Vendor warrants that the products supplied under the Contract are new, unused and as per the approved specifications. The Vendor further warrants that all the Products supplied under this contract shall have no defect, arising from design or from any act of omission of the Vendor that may develop under normal use of the supplied products in the conditions prevailing in India.

9. **Logistics & Support** - The Vendor shall ensure presence of adequate number of trained personnel in its administrative office to provide real time status of delivery positions. The vendor should have adequate arrangements of resources & manpower to ensure prompt & safe delivery of silver plaque & silver medallion. The vendor shall extend adequate support to NBGs & Zones for smooth tracking the despatch/delivery/ receipt of silver plaque & silver medallion.

10. **Security**: All the employees of the vendor must always carry/display their identity cards for authentication without which they will not be allowed entry in the Bank. Vendor agrees that his personnel will at all times comply with all security regulations in effect from time to time at the Bank's premises and externally for materials belonging to the Bank.

11. **Payment terms for delivery**: Payment for the delivery shall be made by the Zonal Offices / NBG Offices/ Head Office as the case may be. Bills must be vetted by the respective Zonal HR Head/ NBG HR Head/ CM – Publicity, Head Office against the specified number of silver plaque & silver medallion received by these Departments/ officials. Payments will not be released for any part-shipment or short-shipments. No advance shall be paid at the time of placing the work order

12. **Performance review**: In case the performance is found to be unsatisfactory, contract will be terminated and vendor shall be debarred from making any further enquiries and shall not be allowed to participate in any future tender process. Bank may also exercise option of levying penalty for such act of the unsatisfactory performance as deemed fit by the Bank.

13. **Prices**: Price will be strictly as per the contract awarded by the Bank. Prices shall be firm and not subject to change till completion of full work order awarded.

14. **Amendment in contract** - No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

15. **Delays and defaults in vendor's performance**: Delivery of the Products and performance of delivery services shall be made by the Vendor within the timelines prescribed. If at any time during performance of the Contract, the Vendor encounter conditions impeding timely delivery of the Products and performance of Services, the Vendor shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Vendor's notice, the Bank shall evaluate the situation and may, at its discretion, extend the Vendors' time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.

16. Except as provided in the above clause, a delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

17. **Vendor's obligation**-The vendor will be responsible for arranging and procuring all relevant permissions / travel permits etc. through proper channel for transportation of the Silver plaques& medallions to the location where delivery is to be done. The Bank would only provide necessary letters for enabling supplies of the same to various ZO/ NBGs/ Head Office.

18. The Vendor will abide by the job safety measures prevalent in India including the insurance coverage of its staff and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence or during performance of any work in the Bank. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

19. **Termination for default**: The Bank, without prejudice to any other remedy for breach of Contract, by a written notice may terminate the Contract in whole or in part with immediate effect:

- a) If the Vendor fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or
- b) If the vendor fails to perform any other obligation(s) under the contract; or
- c) Laxity in adherence to standards laid down by the Bank; or
- d) Discrepancies/deviations in the agreed processes or
- e) Violations of terms and conditions stipulated in this RFP.

19.1 In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the Vendor, the Bank may procure, upon such terms and in such manner as it deems appropriate services similar to those undelivered, and the Vendor shall be liable to the Bank for any increase in cost for such similar services. However, the Vendor shall continue performance of the Contract to the extent not terminated.

19.2 If the contract is terminated under any termination clause, the vendor shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank. During the transition, the Vendor shall also support the Bank on technical queries/support on process implementation.

19.3 In case the contracted vendor backs out and refuses to work, the Security Deposit shall be forfeited and the vendor will be debarred for 03 years from taking part in the future security gadgets tenders floated by the bank. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit.

19.4 In the event of failure of the Vendor to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Vendor. The existing Vendor shall continue to provide services as per the terms of contract until a 'New Vendor completely takes over the work. During the transition phase, the existing Vendor shall render all reasonable assistance to the new Vendor within

such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services."

20. **Force majeure**

20.1 Notwithstanding the provisions of T&C, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

20.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

21. **Termination for insolvency**: The Bank may, at any time, terminate the Contract by giving written notice to the Vendor If the Vendor becomes Bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

22. **Termination for Convenience**: The Bank, by written notice sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

23. **Resolution of disputes**

23.1 All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably. If, however, the parties are not able to solve them amicably, either party (THE BANK or Vendor), should give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) or shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

23.2 The Vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English."

24. **Jurisdiction**

24.1 **Applicable Law**: The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subject to the exclusive jurisdiction of courts at _____ (Centre of the Zonal Office). All dispute arising out of or connected with this contract shall be instituted in the Court of competent jurisdiction situated at _____ (Centre of ZO).

24.2 **Saving clause**: No suits, prosecution or any legal proceedings shall lie against the Bank or any employee of the Bank for anything that is done in good faith or intended to be done in pursuance of this agreement.

25. **Governing Language**: The governing language shall be English.

26. **Address for Notices**: A notice shall be effective when delivered or on effective date of the notice whichever is later.

The following shall be the address of the Bank and Vendor.

Bank's address for notice purposes:

The Zonal Manager, Bank of India, _____ Zone, Address of the Zonal Office

Vendor's address for notice purposes

27. **Taxes & Duties**

27.1 The Vendor will be entirely responsible for all applicable taxes of Central / State Government license fees, road permits, GST etc. in connection with delivery of products at site including incidental services and commissioning.

27.2 Income / Corporate Taxes in India: The Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the Price/Commercial/Financial bid by the Vendor shall include all such taxes in the contract price.

27.3 Tax deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall affect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.

27.4 The Vendor shall make his own arrangement for the engagement of all labour and shall be responsible for regulating their service and work conditions in conformity with all

Acts, Regulations, Rules or Order of Competent Authority under relevant laws in force during the Warranty period. Vendor shall indemnify the Bank from all claims relating to Workers/Staff Salaries, Wages, Overtime, Leave, Provident Fund, ESI, Medical Facilities, Gratuity, Bonds or any other claim as applicable and stipulated in any Statutory provisions, rules or order of Competent Authority.

28. **Liabilities & Indemnities**

28.1 Vendor represents and warrants that the supply repair and maintenance service to be provided do not violate or infringe upon any patent, copyright, trade secret, or other proprietary right of any other person or other entity. VENDOR agrees that it will, and hereby does, indemnify the Bank from any claim, damages, loss, penalty etc., directly or indirectly resulting from or arising out of any breach or claimed breach of this warranty.

28.2 Vendor agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of any deficiency in Services rendered by the Vendor or breach of any obligations mentioned in clauses hereinabove, including without limitation, breach of confidentiality obligations or any acts of commission / omission on the part of employees, agents, representatives or Sub-Contractors of the Vendor.

28.3 The Vendor agrees to make good the loss suffered by the Bank on first demand made by the Bank in this regard which shall be final conclusive and binding on the Vendor.

28.4 Vendor further undertakes to promptly notify the Bank in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.

28.5 The Vendor shall indemnify and keep fully and effectively indemnified the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Vendor

28.6 The Vendor hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of software/hardware deliverables within reasonable time. The Bank shall report as far as possible all material defects to the Vendor without undue delay. The Vendor also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.

28.7 Nothing contained in this Agreement shall impair the Bank's right to claim damages without any limitation for an amount equal to the loss suffered for non-performance of software/hardware / any other system.

29. **Fraud & Corrupt practices**

29.1 For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

- a) "Corrupt practice" means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bank
- b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the award of contract
- c) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action during the contract.
- d) "Undesirable practice" means (1) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence; or (ii) having a Conflict of Interest; and
- e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Vendors with the objective of restricting or manipulating a full and fair competition.

29.2 The Vendor and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the contract. Notwithstanding anything to the contrary contained herein, the Bank shall black list for a period of 03 years, without being liable in any manner whatsoever to the Vendor, if it determines that the Vendor has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in execution of the contract.

30. **Authority to Execute the Contract**

Each person executing this Agreement warrants and represents that he or she has the authority to enter into this Agreement on behalf of the party whose name appears below their signature.

In witness whereof, the parties hereto have set their hands through their authorized signatories.

SIGNED:

For and on behalf of BANK

For and on Behalf of M/s.....

5.7 Annexure VII- Documents to be uploaded

Technical Bid Cover

Sr	Documents to be uploaded #	Name of documents to be uploaded on MSTC portal
1	NIT Document- All pages uploaded by the bank before bid submission duly signed and stamped	
2	Letter of Acceptance as per Annexure-I	
3	Bidder's Profile as per Annexure-II	
4	Technical Bid Compliances in the form of Annexure III, III (A), III (B) and CA certificate regarding Turnover & Profit as specified in Annexure III	
5	Proof of having deposited Tender Fee / proof of exemption	
6	Proof of deposit of EMD amount / copy of BG / Proof claiming exemption	
7	Pre Contract Integrity pact as per Annexure-V	
8	Miscellaneous – Any other document that bidder wishes to upload-VI	

Each document to be uploaded as one file in .pdf format

Price/Commercial/Financial Bid Cover

1	Price/Commercial/Financial Bid in the Price/Commercial/Financial Bid format should be filled with all the rates in the corresponding Cells and the Excel file should be uploaded under Price Bid Cover	One Excel File
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