



# Bank of Maharashtra (One Family... One Bank... Mahabank)

## Request for Proposal for Conducting Induction Training for Clerks

RFP- 117/2024-25

GEM BID NO-GEM/2025/B/6099151



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

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

**Restricted**



### Important Clarifications:

Following terms are used in the document interchangeably to mean:

- |  |   |
|--|---|
| 1. Bank  | Bank of Maharashtra (BOM)   |
| 2. Bidder  | The respondent to the RFP document  |
| 3. RFP   | Request for Proposal  |
| 4. PSB   | Public Sector Bank  |
| 5. NSIC  | National Small Industries Corporation Ltd.                                    |
| 6. BC  | Business Continuity   |
| 7. CB  | Commercial Bid  |
| 8. DB  | Database  |
| 9. EMD   | Earnest Money Deposit   |
| 10. GST  | Good Services Tax   |
| 11. NDA  | Non-Disclosure Agreement  |
| 12. PBG  | Performance Bank Guarantee  |
| 13. PO   | Purchase Order  |
| 14. PSU  | Public Sector Undertaking   |
| 15. RBI  | Reserve Bank of India   |
| 16. SLA  | Service Level Agreement   |
| 17. IBA  | Indian Bank's association   |
| 18. Bidder and Bank  | shall be individually referred to as 'Party' and collectively as 'Parties'    |
| 19. Bidder/Service Provider/Recipient/Respondent/Vendor/Supplier/Contractor- | signifies those who purchase this tender document and submits Response to it. |

- This document is meant for, specific use by the Company / person/s interested to participate in the current tendering process.
- This document in its entirety is subject to Copyright Laws.
- The Bidder or any person acting on behalf of the Bidder should strictly adhere to the instructions given in the document and maintain confidentiality of information.
- The Bidder/s will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the bank in the event that such a circumstance is brought to the notice of the bank.
- By downloading the document, the interested party is subject to confidentiality clauses.

## Contents

1.	Introduction .....	5
2.	Current Learning and Development Scenario in Bank .....	5
3.	Project Overview .....	6
4.	Invitation for Tender Offers .....	6
5.	Instructions to Bidders .....	8
5.1	Two Bid System Tender .....	8
5.2	Terms and Conditions .....	9
5.3	Soft Copy of Tender document .....	9
5.4	Offer validity Period .....	9
5.5	Address of Communication .....	9
5.6	Pre-Bid Meeting .....	10
5.7	Rejection of Bids: .....	10
5.8	Opening of Offers by Bank: .....	10
5.9	Scrutiny of Offers .....	10
5.10	Masked Commercial bid .....	12
5.11	Format for Commercial bid .....	12
5.12	Erasures or Alterations .....	12
5.13	Location of Project Implementation .....	12
5.14	Contract Period .....	12
5.15	Fixed Price .....	13
5.16	Lowest Price Bid: .....	13
5.17	Adoption of Integrity Pact .....	13
5.18	Earnest Money Deposit .....	13
5.19	Commercial .....	14
5.20	Costs Borne by Respondents .....	14
5.21	No legal relationship .....	15
5.22	Recipient obligation to inform itself .....	15
5.23	Evaluation of offers .....	15
5.24	Errors and Omissions .....	15
5.25	Acceptance of terms .....	15
5.26	Information Provided .....	15
5.27	Eligibility Criteria .....	15
5.28	Authorized Signatory .....	<b>Error! Bookmark not defined.</b>
5.29	Notices .....	16
6.	Scope of Work .....	16
7.	Qualification Criteria .....	16
8.	Terms and Conditions .....	16
8.1	General .....	16
8.2	Rules for responding to this tender document Response document .....	16
8.3	Price Bids .....	17
8.4	Visitorial Rights .....	17
8.5	Right to Alter Scope .....	18
8.6	Compliance with All Applicable Laws .....	18
8.7	Performance Bank Guarantee .....	18
8.8	Payment Terms .....	18
8.9	Project Timelines .....	19
8.10	Amalgamation .....	19
8.11	Supplier BCP .....	19
8.12	Assignment .....	19
8.13	Subcontracting .....	19
8.14	Protection of Reputation .....	19
8.15	Cancellation of Contract and Compensation .....	19
8.16	Exit Option & Contract Re-negotiation .....	20
8.17	Termination .....	20
8.18	Effect of Termination .....	21
8.19	Intellectual Property Rights .....	21
8.20	Corrupt & Fraudulent Practices .....	21
8.21	Violation of Terms .....	22
8.22	Indemnity .....	22
8.23	Force Majeure .....	22
8.24	Resolution of Disputes .....	22
8.25	Non-Disclosure Agreement .....	22
8.26	Pre-Contract Integrity Pact .....	23
8.27	Limitation of Liability .....	23
8.28	Confidentiality .....	23
8.29	Sensitive Information .....	26
8.30	Information Ownership .....	26
8.31	Severability .....	26

**Restricted**



8.33	Publicity .....	27
8.34	Adherence to Terms and Conditions: .....	27
8.35	Other Terms and Conditions: .....	27
8.36	Timeframe .....	28
8.37	Authorized Signatory .....	28
8.38	Applicable Law and Jurisdiction of Court .....	28
8.39	No Employer-Employee Relationship.....	28
8.41	Order Cancellation.....	28
8.42	Clarification on Offers .....	29
8.43	Service Level Agreement.....	29
8.44	No Commitment to Accept Lowest or Any Tender .....	29
8.45	Repeat Orders.....	29
8.46	Disclaimer.....	29
8.47	ANNEXURE 1: CHECKLIST OF DOCUMENTS TO BE SUBMITTED.....	30
8.48	ANNEXURE 2: FORMAT FOR PRE-BID QUERIES .....	31
8.49	ANNEXURE 3: TENDER OFFER COVER LETTER .....	32
8.50	ANNEXURE 4: DETAILS OF THE BIDDER .....	33
8.51	ANNEXURE 5: DETAILS OF PAST EXPERIENCES OF HANDLING SIMMILAR PROJECT RECORD.....	34
8.52	ANNEXURE 6: COMPLIANCE CERTIFICATE .....	35
8.53	ANNEXURE 7: PERFORMANCE BANK GUARANTEE .....	37
8.54	ANNEXURE 8: LETTER FOR REFUND OF EMD.....	39
8.55	ANNEXURE 9: LIST OF DEVIATIONS REQUESTED .....	40
8.56	ANNEXURE 10: BID FORM .....	41
8.57	ANNEXURE 11: UNDERTAKING BY BIDDER FOR NON-BLACKLISTING .....	43
8.58	ANNEXURE 12: CONFORMITY WITH HARD COPY LETTER.....	44
8.59	ANNEXURE 13: UNDERTAKING FOR NOT BEING NPA .....	45
8.60	ANNEXURE 14: BG FORMAT FOR EMD.....	46
8.61	ANNEXURE 15: CERTIFICATE FOR RFP 117/2024-25 COST WAIVER FOR MSE/NSIC FIRMS .....	48
8.63	ANNEXURE A: COMMERCIAL BID FORMAT .....	49
8.64	ANNEXURE B: SCOPE OF WORK.....	50
8.65	ANNEXURE C: PAYMENT TERMS .....	57
8.66	ANNEXURE D: PROJECT TIMELINES.....	58



## 1. Introduction

- 1.1 Bank of Maharashtra is a nationalized bank with a standing of 90 years. It has a three-tier organizational set up consisting of Branches, Zonal Offices and Head Office
- 1.2 Bank has more than 2600 branches/offices across the length and breadth of the country. In the state of Maharashtra, Bank has more than 1150 branch offices, the largest network of branches of any Public Sector Bank in a state. Bank has set up specialized branch offices to cater to the needs of SMEs, Corporate, agriculturists and importers & exporters. All the Branches of Bank are networked and under Core Banking Solution.
- 1.3 The products and services offered by Bank include demand deposits, time deposits, working capital finance, term lending, trade finance, retail loans, government business, banc assurance business, mutual funds and other services like DEMAT, ASBA, credit card, lockers merchant banking, APY, PPF, NPS, Social Security Schemes etc. as permitted in the regulatory guidelines in the country etc.
- 1.4 Bank is known as a frontrunner in implementation of technology initiatives, product innovations and digital initiatives.

## 2. Current Learning and Development Scenario in Bank

- 2.1 Bank's vision is to be a vibrant, forward-looking, techno-savvy, customer centric bank serving diverse sections of the society, enhancing shareholders' and employees' value while moving towards global presence.
- 2.2 Bank of Maharashtra is committed to become an exemplary organization and a great place to work and learn. Personal and professional development, including inter-personal effectiveness, of all the employees is a key element in accelerating growth trajectory of BoM and to meet the future challenges and overcoming them with confidence and resilience. The L&D mission statement is "*to instill a culture of learning in our bank and ensuring that our employees are highly skilled, proficient and equipped with the latest trends and technologies*". Bank has a total of six internal training facilities as follows:
  - Staff Training College, Pune
  - Information and Technology Training Institute, (ITTI), Pune
  - Staff Training College, Bhopal
  - Staff Training Centre, Dahanukar, Pune
  - Staff Training Centre, Nagpur
  - Staff Training Centre, Mumbai
- 2.3 Bank has its own Learning Management Solution (LMS) in HRMS. Bank aspires to provide quality learning interventions to all our employees.
- 2.4 In addition to imparting internal trainings to our employees through staff training colleges/ centers, Bank also nominates employees to external training programs on regular basis.
- 2.5 To impart training and other learning interventions, Bank has empaneled Training partner/s to assist the bank in providing Training services mentioned in the Scope of Work.



### 3. Project Overview

Bank intends to conduct Induction Training Program for newly recruited clerks. The training program is to be implemented through Bank's empaneled Training Partner(s) Institutions, empaneled through Expression of Interest (EOI) For Empanelment of Training Partner(s) for Various Training Requirements of the Bank vide Ref No. EOI Ref No. BOM/TP\_Empanelment/EOI/01/2024-25 dated 21.06.2024.

The bidders are expected to examine all instructions, forms, terms, requirements and other information in the RFP documents apart from compliance of all guidelines issued by statutory and regulatory authorities. Failure to furnish all information required as per the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the Bid Earnest Money Deposit.

A complete set of tender documents may be obtained by all eligible bidders from Bank's website and GeM portal. The detailed Scope of Work is attached in **Annexure B** – Scope of Work.

The Broad scope of work is mentioned in this RFP. Bank reserves the right to further define scope of work through formal discussions, formal written communications such as letters/ emails before execution of SLA to that effect, with successful bidder.

### 4. Invitation for Tender Offers

Bank invites sealed tender offers (Technical bid and masked Commercial bid) from **empaneled Training Partner(s) institutions only** for **RFP- 117/2024-25 for conducting Induction Training Program for Clerks** as specified in Schedules of Requirement.

#### 4.1 Bid Collection and Submission Calendar

<b>Tender Reference number</b>	<b>117/2024-25</b>
GEM BID REF No.	GEM/2025/B/6099151
Date of commencement of availability of tender document	29.03.2025
Queries to be mailed by	02.04.2025 up to 17:00 hours
Queries to be mailed to	<a href="mailto:faculty1stc@mahabank.co.in">faculty1stc@mahabank.co.in</a>
Pre-Bid meeting with Bidders	03.04.2025 at 15:00 hours (Online Mode – Meeting details shall be shared with bidders on request)
Last Date and Time for receipts of tender offers	09.04.2025 up to 10:00 hours
Time and Date of Opening of technical bids	09.04.2025 at 10:30 hours
Place of Opening tender offers	Online through GeM Portal <a href="https://gem.gov.in">https://gem.gov.in</a>
Address of Communication	Deputy General Manger & Principal Staff Training College Bank of Maharashtra, ITTI, Pulachiwadi Deccan Gymkhana, Pune – 411 004
Earnest Money Deposit	Rs.1.00 Lakh
Contact Telephone Numbers	Shri Atanu Bose - 8308140892 Shri Dillip Kumar Das - 8605862630
Website	<a href="https://gem.gov.in">https://gem.gov.in</a> ; <a href="https://www.bankofmaharashtra.in/tenders">https://www.bankofmaharashtra.in/tenders</a>

**Restricted**



**Note: If any of the above dates fall on holiday or declared holiday due to regulatory or other reasons beyond control of the Bank, then the next valid date in such case will be the next working date of the Bank as applicable in Pune, Maharashtra.**

#### 4.2 EMD/Bid Security:

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

#### EMD Exemption:

**As per the policy guidelines issued by GOI, following categories of Sellers / Bidders shall be exempted from EMD/Bid Security:**

- i. Micro and Small Enterprises who are manufacturer of the Primary Product Category or Service Provider of the Primary Service Category and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyam Registration/ Udyog Aadhaar (as validated by Government from time to time) and through uploaded supporting documents.
- ii. Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).
- iii. Micro and Small Enterprises registered with NSIC for the Primary Product Category whose credentials are validated through NSIC database and through uploaded supporting documents.
- iv. Micro and Small Enterprises registered with DIC for the Primary Product Category whose credentials are validated through DIC database and through uploaded supporting documents.
- v. Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited.
- vi. Sellers/ Service Provider having annual turnover of INR 500 Crore or more.
- vii. Sellers / Service Providers holding BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents.
- viii. Central / State PSUs.
- ix. Seller / Service Provider registered with designated Agency / Authority as specified in the bid document by the Buyer – such bidder shall have to upload scanned copy of relevant registration document in place of Bid Security document while bidding.

The tender document and its annexures describe technical Specifications, Terms and Conditions, formats, and proforma for submitting the tender offer. Also, all the tender offers will be opened online mode through GeM Portal only.

Technical Specifications, Terms and Conditions, various formats and pro forma for submitting the tender offer are described in the tender document and its annexures. Also, all the tender offers will be opened in online mode through GeM Portal only.

**Sd/-**

**Deputy General Manager & Principal  
Staff Training College, Pune**

**Restricted**



## 5. Instructions to Bidders

### 5.1 Two Bid System Tender

Technical Bid and Commercial bid are to be submitted online through GEM Portal only, giving full particulars, on or before the schedule date given in this document. All the relevant product sheets, documents, eligibility credentials, etc. must be submitted in an orderly and neatly bound manner.

Important: The eligibility credentials, shall be distinctly attached and the technical bid / commercial bid shall be submitted in an orderly manner failing which the bids may not be considered acceptable

Bank's address
Bank of Maharashtra Staff Training College BoM ITTI, Pawar Building, Deccan Gymkhana Pune

Following officers have been authorized to accept the tender documents.

**Shri Dillip Kumar Das, Assistant General Manager, Staff Training College, Pune email**

**ID: [agmstc@mahabank.co.in](mailto:agmstc@mahabank.co.in) , Phone: 8605862630**

**Shri Atanu Bose, Chief Manager & Faculty, Staff Training College, Pune email ID:**

**[faculty1stc@mahabank.co.in](mailto:faculty1stc@mahabank.co.in) , Phone: 8308140892**

**The documents/credentials submitted must be super-scribed with the following information:**

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

All Schedules, Formats and Annexure should be stamped and signed by an authorized official of the bidder's company. Letter of authorization from competent authority be submitted along with the technical proposal.

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

#### **Technical Bid**

The Technical bid should be complete in all respects and contain all information asked for **except prices**. The TECHNICAL BID should include all items asked for in **Annexure 1 of this document**. The Technical bid **should not contain any price information**. The TECHNICAL BID should be complete to indicate that all products and services asked for are quoted and should give all required information. **Submit a copy of Commercial Bill of Material with prices duly MASKED along with the Technical Bid.**

#### **Commercial bid:**

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

**Restricted**





The Technical bid and Commercial bid should be separately submitted. Please note that Technical Bid containing any price related information, then the offer will be rejected outright.

### **Bid Security:**

Bidders are required to submit Bid Security/EMD in the form of DD/BG. Micro & Small Enterprises (MSE), other Bidders meeting any other exemption criteria for seeking exemption from EMD must submit a valid Exemption Certificate/supporting document.

Bid Security/EMD in the form of DD / BG, should be in separate cover, and to be handed over to the department.

### **5.2 Terms and Conditions**

Terms and conditions for bidders who participate in the tender are specified in the section called "Terms and Conditions". These terms and conditions as advised through tender document will be binding on all the bidders. These terms and conditions will also form a part of the purchase order, to be issued to the successful bidder(s) on the outcome of the tender process and execution of Service Level Agreements (SLA).

### **5.3 Soft Copy of Tender document**

- The soft copy of the Notice Inviting Tender (NIT) document shall be made available additionally on the bank's website. <https://bankofmaharashtra.in/tenders>
- Complete set of RFP document shall be made available to Govt. e-Market Place (GeM) url <https://gem.gov.in> .

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

### **Important Note:**

**All the terms, conditions, eligibility criteria, order splitting, delivery and other conditions as stipulated in this RFP document shall prevail upon the terms, conditions as mentioned elsewhere. Bidders should consider this RFP document as key document for the said Project.**

### **5.4 Offer validity Period.**

The offer should hold good for a period of **180 Days** from the date of opening of Technical bid.

### **5.5 Address of Communication**

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

Deputy General Manager & Principal  
 Staff Training College  
 Bank of Maharashtra  
 Pawar Building, Deccan Gymkhana Pune –  
 411004  
 8605862630 / 8308140892



## 5.6 Pre-Bid Meeting

For the purpose of clarification of doubts of the bidders on issues related to this RFP, Bank intends to hold a Pre-Bid Meeting on the date and time as indicated in the RFP preferably **through online mode**. The queries of all the bidders should reach us in writing or over e-mail on or before **5.00 P.M.** 02.04.2025 on the address as mentioned above. The queries should be submitted as per format enclosed as **Annexure 2 preferably in excel format**. Bank is not liable to respond to the queries of bidders received after the due date fixed for submission of Pre-Bid Queries.

Email-id for sending the pre bid queries in the format given as Annexure-2 – [faculty1stc@mahabank.co.in](mailto:faculty1stc@mahabank.co.in) & [agmstc@mahabank.co.in](mailto:agmstc@mahabank.co.in)

**Queries not received in the prescribed format or queries without the relevant details will not be taken up for response. Similarly, queries received after the due date shall not be entertained.** The clarifications and replies to the queries offered during the Pre-Bid Meeting will be made available on the Bank's Website. Bidders are advised to visit both the Bank's Website as well as GeM Portal regularly for the latest update related to this RFP.

Only the authorized representatives of the **bidder (maximum 2 persons)** will be allowed to attend the Pre-Bid meeting along with authorization letter issued by respective company.

**Pre-bid meeting through Virtual/Online Mode:** Bank shall hold the pre-bid meeting in virtual/online mode through video conferencing/virtual meeting solutions e.g. Microsoft teams/Google Meet/Cisco Webex etc. The details of the meeting shall be shared only with the bidders who will submit their queries in prescribed format through mail to the designated mail ids.

## 5.7 Rejection of Bids:

Bank reserves the right to reject any or all the bids or scrap the bidding process at any stage without assigning any reason. The Earnest Money Deposits in such event will be returned by the bank.

## 5.8 Opening of Offers by Bank:

- Tender offers received within the prescribed closing date and time will be opened **through online mode on Govt. E-Market Place (GeM) Portal only on scheduled date & time.**
- During the bid evaluation, the Bank may, at its discretion, ask the bidders for clarifications with respect to their bids. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted. Bank has the right to disqualify the bidder(s) whose clarifications are found not suitable for the requirement according to the scope of the work.

## 5.9 Scrutiny of Offers

Scrutiny of Bids will be in three stages as under:

Stage 1 – Eligibility criteria Evaluation.

Stage 2 – Technical Bid Evaluation

Stage 3 – Commercial Bid Evaluation

**Eligibility Criteria Evaluation:**

Only Empaneled Training Partner(s) Institution empaneled through Expression of Interest (EOI) For Empanelment of Training Partner(s) for Various Training Requirements of the Bank vide Ref No. EOI Ref No. BOM/TP\_Empanelment/EOI/01/2024-25 dated 21.06.2024 are eligible to participate in the bid. Bids received from non-empaneled bidders will be rejected out rightly without evaluation of the eligibility criteria.

The decision of the Bank shall be final and binding on all the Bidders to this document. The bank may accept or reject an offer without assigning any reason whatsoever.

**Technical Bid Evaluation:**

Technical Proposals of only those bidders who have received Empanelment letters from the Bank, shall be evaluated.

Bidders who have received the Empanelment letter from the Bank need to upload scanned copy of the letter and enclose a copy acceptance letter along with the Technical Bid.

Following Score will be assigned:

1. Submission of Empanelment letter from the Bank - **50 Marks**
2. Submission of copy acceptance letter along with the Technical Bid – **50 Marks**

At the next stage, the bid submitted by the bidders shall be evaluated based on completeness of the papers submitted by the bidder as per requirement of this RFP.

Bank may seek clarifications from any or each bidder as a part of the technical evaluation. All clarifications received within the stipulated time shall be considered for evaluation. If clarification is not received within the stipulated time, the respective technical parameter will be treated as non-compliant, and the decision on their qualification shall be as per tender terms within the discretion of the Bank.

**Commercial Evaluation:**

Only following bidders will be considered as eligible for commercial evaluation who satisfy following conditions:

- i. Bidders who have qualified the EOI dated 21/06/2024.
- ii. Bidders found eligible as per eligibility criteria defined by the bank in this RFP/document.
- iii. Bidders qualifying the technical bid evaluation.

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

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

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

The bidder will be selected as per GEM Portal's procedure.

**Restricted**



Commercial bid evaluation shall be considered as below in case of any kind of discrepancy:

- If there is a discrepancy between words and figures, the amount in words shall prevail.
- If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail.
- If there is discrepancy between unit price and total price, the unit price shall prevail.
- If there is a discrepancy in the total, the correct total shall be arrived at by Bank.
- In case the Bidder does not accept the correction of the errors as stated above, the bid shall be rejected.

#### 5.10 Masked Commercial bid.

The bidder should submit a copy of the actual price bid being submitted to the Bank by masking the actual prices as part of the technical bid. This is mandatory. The bid may be disqualified if it is not submitted duly masked. Please note that the masked bid should not contain any price-related information in Open text form and should not reveal any commercials. This may lead to the rejection of bids.

#### 5.11 Format for Commercial bid.

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

- i. Index
- ii. Covering letter
- iii. Commercial Bid (as per **Annexure A**). This must contain all price information.
- iv. A statement that the bidder agrees with Payment terms given in the tender.

The bidder must quote for ALL the items mentioned in Commercial Bid Format as per Annexure-A

#### 5.12 Erasures or Alterations

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

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

After submission of the bid, no alterations/ revision will be allowed whatsoever in any case. Therefore, bidders are requested to submit the final technical and commercial bids and refrain from any requests of alterations after the submission.

#### 5.13 Location of Project Implementation

This tender is being floated by the Staff Training College of the Bank. The Pre-Promotional Training which includes preparation and delivery of Training contents, Classroom Training along with Lodging and Boarding (accommodation and food) is to be provided at the campus of the successful bidders.

#### 5.14 Contract Period

The period of the contract will be from award of contract till implementation and successful completion of the training program, which is mentioned in the present RFP. The rates provided

**Restricted**



by the bidder should be valid for the period of 1 year to cover additional training requirements required by the Bank if any.

### 5.15 Fixed Price

The Commercial bid shall be on a fixed price basis, inclusive of charges at site as mentioned above except GST. No price variation relating to increases in customs duty, excise tax, dollar price variation etc. will be permitted.

### 5.16 Lowest Price Bid:

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest.

### 5.17 Adoption of Integrity Pact

To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, the tender shall be covered under the Integrity Pact (IP) policy of Bank.

The Integrity Pact envisages a panel of Independent External Monitors (IEMs) to review independently and objectively whether and to what extent parties have complied with their obligation under the pact. The IEM has the right to access all the project documents.

Bank, at its sole discretion, reserves the right to change/name another IEM, which shall be notified later.

The empaneled Training partners have already committed themselves to the Bank's Integrity Pact Policy and have signed the pre-contract integrity pact at EOI stage. The same integrity pact shall be applicable to the present contract.

The name and contact details of the Independent External Monitors (IEM) nominated by the Bank are as under:

<b>Shri. Suresh Chandra Panda</b>  301, Sai Ashirbad, K-1/196, Kalinga Nagar, Bhubaneswar, Odisha-751003  Email <a href="mailto:sureshpanda@yahoo.com">sureshpanda@yahoo.com</a>	<b>Shri. G. Venugopal Reddy</b>  C-404, Trendset Rythme Apartments, Whitefield, Kondapur, Hyderabad-500084  Email <a href="mailto:-venu1960@gmail.com">-venu1960@gmail.com</a>
--	--

### 5.18 Earnest Money Deposit

Bidders are required to submit the EMD. The following options are available to submit EMD:

1. Demand Draft drawn in favor of Bank of Maharashtra and payable at Pune, for an amount mentioned in invitation section of this document as Earnest Money Deposit (EMD) along with their offer.
2. Bank Guarantee

Offers made without E.M.D will be rejected. Bank will not pay any interest on the E.M.D. The Bank may accept Bank Guarantee in lieu of D.D. for an equivalent amount issued by any Public Sector Bank other than Bank of Maharashtra or by any scheduled commercial Bank acceptable to Bank. In case of Bank Guarantee being issued from other than Public sector Banks, prior permission of Bank is required. The BG should be valid for 3 months from the



date of submission of the bid. The format for submitting EMD in the form of BG is enclosed as Annexure 14

Unsuccessful Bidders - Bid security will be returned immediately after completion of tender process. Unsuccessful Bidders should submit the Letter for Refund of EMD/Bid Security for returning of the bid security amount as per Annexure 8 - Letter for Refund of EMD.

**The EMD deposited by the bidder will be forfeited if:**

- The bidder withdraws his tender before processing of the same.
- The bidder withdraws his tender after processing but before acceptance of “Letter of appointment” by the selected bidder, issued by Bank.
- The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- The bidder violates any of the provisions of the terms and conditions of the tender specification.
- If successful bidder fails to execute the contract/SLA within required time

The EMD will be refunded to

- The successful bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee of amount specified in RFP document valid till the end of assignment period with additional claim period of 6 (Six) months.
- The unsuccessful bidders, only after acceptance of the “Letter of Appointment” by the selected bidder.

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by 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 the Bank may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.

The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

**5.19 Commercial**

If any of the items/activities as mentioned in the price bid and as mentioned in Annexure-A are not taken up by the Bank during the course of this assignment, the Bank will not pay the commercials quoted by the bidder in the Price Bid against such activity/item. The bank shall be paying the commercials, only on actual basis, for which services have been availed or products have been delivered during the contract period subject to applicable delay penalty, wherever applicable. The Bank shall also have the right to cancel any of the items which have been mentioned in the Bills of Materials- **Annexure A**.

Description of the envisaged scope is enumerated as part of **Annexure-B** of this RFP; however, the Bank reserves its right to change the scope of work considering the size and variety of the requirements and the changing business conditions.

**5.20 Costs Borne by Respondents**

All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of

**Restricted**



responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the Recipient / Respondent.

#### **5.21 No legal relationship**

No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

#### **5.22 Recipient obligation to inform itself.**

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

#### **5.23 Evaluation of offers.**

Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of organizations, not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

#### **5.24 Errors and Omissions**

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than five business days prior to the due date for lodgment of Response to RFP.

#### **5.25 Acceptance of terms**

A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.

#### **5.26 Information Provided**

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

#### **5.27 Eligibility Criteria**

Only Empaneled Training Partner(s) Institutions, empaneled through Expression of Interest (EOI) For Empanelment of Training Partner(s) for Various Training Requirements of the Bank vide Ref No. EOI Ref No. BOM/TP\_Empanelment/EOI/01/2024-25 dated 21.06.2024 are invited for this RFP. Bids received from non-empaneled bidders will be rejected.



## 5.28 Notices

Notice or other communications given or required to be given under the contract shall be in writing and shall be hand-delivered with acknowledgement thereof or transmitted by pre-paid registered post or courier or through email.

Any notice or other communications shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post, then on the expiration of seven days from the date of posting.

## 6. Scope of Work

### Project Objective

“Bank” intends to issue this Request for Proposal bid document, hereinafter called RFP, to eligible Bidders to participate in the competitive bidding for undertaking Induction Training of Clerks

The Bidder shall provide all necessary infrastructure components that would be necessary as per the defined requirements; manage and maintain the same throughout the period of the contract.

The detailed Scope of Work is attached in **Annexure B** – Scope of Work.

## 7. Qualification Criteria

### Eligibility of the Bidder

- Only Empaneled Training Partner(s) Institutions, empaneled through Expression of Interest (EOI) For Empanelment of Training Partner(s) for Various Training Requirements of the Bank vide Ref No. EOI Ref No. BOM/TP\_Empanelment/EOI/01/2024-25 dated 21.06.2024 are invited for this RFP. Bids received from non-empaneled bidders will be rejected.
- All empaneled bidders will upload an accepted copy of the letter of offer for empanelment.

## 8. Terms and Conditions

### 8.1 General

The Successful Bidder should adhere to the terms of this tender document and would not accept any deviations to the same. If the Bidders have genuine issues, only then should they provide their nature of non-compliance to the same in the format provided in **Annexure 9**. The Bank reserves its right to not accept such deviations to the tender terms.

The Successful Bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services.

Unless agreed to specifically by the Bank in writing for any changes to the tender document issued, the successful bidder responses would not be incorporated automatically in the tender document.

Unless expressly overridden by the specific agreement to be entered into between the Bank and the successful bidder, the tender document shall be the governing document for arrangement between the Bank and the successful bidder.

### 8.2 Rules for responding to this tender document

#### Response document

**Restricted**





1. All responses should be in English language. All responses by the Successful Bidder to this tender *document shall be binding on such successful bidder for a period of 1 Year after opening of the technical bids.*
2. In case, due to unavoidable circumstances, the Bank does not award the contract within six months from the last date of the submission of the bids, and there is a possibility to award the same within a short duration, the bidder would have the choice to maintain the bid security with the Bank or to withdraw the bid and obtain the security provided. The Bidder may modify or withdraw its offer after submission, provided that, the Bank, prior to the closing date and time, and receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the Bidder subsequent to the closing date and time for submission of the offers.
3. The Bidder is required to quote for all the components/services mentioned in the Annexure B **“Scope of Work”** and all other requirements of the RFP. In case the Bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer.
4. In the event the Bidder has not quoted for any mandatory or optional items as required by the Bank and forming a part of the tender document circulated to the Bidder’s and responded to by the Bidder, the same will be deemed to be provided by the Bidder at no extra cost to the Bank which shall be completely at sole discretion of the Bank.
5. The Bank is not responsible for any assumptions or judgments made by the Bidder for proposing the offer. The Bank’s interpretation will be final.
6. The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidder and responded by the Bidder have been quoted for by the Bidder, and there will be no extra cost associated with the same in case the Bidder has not quoted for the same.

### 8.3 Price Bids

- a) The Bidder is requested to quote in Indian Rupees (“INR”), in the format provided in **Annexure A - Bids** in currencies other than INR would not be considered.
- b) The prices and other terms offered by Bidders must be firm for an acceptance period of 1 year from the date of opening of Technical Bid.
- c) The price quoted by the Bidder should be inclusive of all taxes, duties, levies, etc. except GST. GST will be paid at actuals. There will be no price escalation during the contract period and any extension thereafter shall be at mutual consent.
- d) If the Bidder makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly.
- e) Terms of payment as indicated in the Purchase Contract which will be issued by the Bank on the selected Bidder will be final and binding on the Bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the Bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows *“Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the successful bidder”*. Bidder should ensure that the project should not suffer in terms of cost or time escalation for any reason.

### 8.4 Visitorial Rights

**Restricted**



Bank reserves the right to visit any of the bidder's premises or classroom or hostel facility without prior notice.

### 8.5 Right to Alter Scope

Bank reserves the right to alter the proposed scope at any time before bid submission.

### 8.6 Compliance with All Applicable Laws

The bidder shall undertake to observe, adhere to, abide by, comply with and notify Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

Compliance in obtaining approvals/permissions/licenses: The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

This indemnification is only a remedy for Bank. The bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by Bank arising out of claims made by its customers and/or regulatory authorities.

### 8.7 Performance Bank Guarantee

The successful bidder should furnish a Performance Bank Guarantee (PBG) to the extent of 5% (or as applicable during the period of contract as per Govt. guidelines) of the value of the contract within 3 days of the date of receipt of the purchase order/Indent. The Performance Bank Guarantee has to be submitted in the format as per **Annexure 7**. The performance guarantee would be for the entire period of the Contract plus twelve months.

If the Performance guarantee is not submitted, the Bank reserves the right to cancel the contract. The Performance Guarantee would be returned to the bidder after the expiry or termination of the contract. The limit of PBG of 5% is as per guidelines of Ministry of Finance, Department of Expenditure Procurement Policy Division (No. F.1/2/2023-PPD) dated 01.01.2024 which are applicable to all tenders/ contracts or as per latest guidelines from Ministry of Finance, Department of Expenditure Procurement Policy

The Performance Bank Guarantee issued by any Public Sector Bank, or any Scheduled Commercial Bank should be provided. In case of PBG being issued by from a Bank other than Public Sector Bank or Scheduled Commercial Bank, prior permission of the bank in writing is required.

### 8.8 Payment Terms

The payment terms for the project would be as per **Annexure C**.

**Restricted**



## 8.9 Project Timelines

The Bidder is expected to adhere the timelines stipulated in **Annexure D**.

## 8.10 Amalgamation

If the Bank undergoes an amalgamation, take-over, consolidation, reconstruction, merger, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Bidder under this RFP.

## 8.11 Supplier BCP

The bidder should have Business Continuity Plan in place to continue operations in scenario where the services provided by the bidder through Classroom or Hostel / primary place of business is affected by disaster.

## 8.12 Assignment

The scope of work / services mentioned in this RFP, or the Bidder shall not assign subsequent agreement fully or in part to any third party.

## 8.13 Subcontracting

As per scope of the RFP sub-contracting is explicitly prohibited.

## 8.14 Protection of Reputation

The bidders may please note that for Bank, being in service industry, its reputation, goodwill and positive brand image is of prime importance. Bank reserves a right to impose penalty for the reputational loss on account of business disruption if the successful bidder fails to perform its obligations in the best possible manner and/ or fails to maintain quality of service. Bank reserves the right to assess the amount of penalty in the manner as it deems fit, and the said amount can be deducted from the amount payable to the successful bidder against its services.

## 8.15 Cancellation of Contract and Compensation

The Bank reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the Bank on the following circumstances:

- The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- The bidder goes into liquidation voluntarily or otherwise.
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
- The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- Delay in delivery beyond the specified period for delivery.
- The selected bidder does not comply with the applicable laws/regulations in performing the obligations envisaged in the agreement.

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by 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 the Bank may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable,

**Restricted**



if for any reason, the contract is cancelled.

The Bank reserves the right to recover any dues payable to the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

### 8.16 Exit Option & Contract Re-negotiation

1. The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:
  - a. Failure of the successful bidder to accept the contract and furnish the performance Guarantee within 3 days of receipt of purchase order by the Bank;
  - b. The selected bidder commits a breach of any of the terms and conditions of the contract.
  - c. The bidder goes into liquidation voluntarily or otherwise.
  - d. An attachment is levied or continues to be levied for 7 days upon effects of the bid.
  - e. The progress regarding execution of the contract by the bidder does not comply with the SLAs proposed in this RFP and the deviations are above the defined threshold limits.
  - f. Delay in delivery of services required under RFP beyond the specified period for the same as mentioned in the order.
2. In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the bidder.
3. The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at that time.
4. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the bidder should continue to provide the facilities to the Bank at the site.
5. In addition to the cancellation of the contract, the bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. Further the bidder would also be required to compensate the Bank for any direct loss incurred by the Bank due to the cancellation of the contract and any additional expenditure to be incurred by the Bank to appoint any other bidder.
6. The bidder agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to the Bank or its selected partner/s as would be required in the event of the shifting of the site.

### 8.17 Termination

- 1 The Bank shall be entitled to terminate the agreement with the bidder at any time by giving Thirty (30) days prior written notice to the bidder without assigning any reason.
- 2 The Bank shall be entitled to terminate the agreement at any time by giving notice if:
  - a. The bidder breaches its obligations under the tender document or the subsequent agreement and if the breach is not cured within 15 days from the date of notice.
  - b. The bidder
    - (i) has a winding up order made against it; or
    - (ii) has a receiver appointed over all or substantial assets; or
    - (iii) is or becomes unable to pay its debts as they become due; or

**Restricted**



(iv) enters into any arrangement or composition with or for the benefit of its creditors; or

(v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.

3 The bidder shall have right to terminate only in the event of winding up of the Bank.

4 The Bank reserves the right for terminate the contract in case of serious discrepancies observed in the services as mentioned in the RFP.

### 8.18 Effect of Termination

1. The bidder agrees that after completion of the Term or upon earlier termination of the assignment, the bidder shall, if required by the Bank, continue to provide facility to the Bank at no less favorable terms than those contained in this tender document. Unless mutually agreed, the rates shall remain firm.

2. The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder.

3. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

### 8.19 Intellectual Property Rights

It is agreed by the Training Partner/ bidder that all Intellectual Property Rights in the Deliverables/ Course materials specifically designed, drafted, prepared, formulated (excluding Pre-existing Material or third-party software, which shall be approved and accepted by the Bank for its use accordance with the terms of any license agreement relating to that software/ material) shall be owned by Bank.

The Training partner undertakes not to use the said deliverables, course materials, books, compilations, presentations etc. or any other products designed and prepared specifically for bank of Maharashtra for any other client or any third party, without prior permission of the bank in writing.

Similarly, Bank shall not be responsible for training partner's acts of infringement of IPR rights of any third party, whatsoever.

### 8.20 Corrupt & Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers

/ Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

**Restricted**



The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

### 8.21 Violation of Terms

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this tender document. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

### 8.22 Indemnity

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

### 8.23 Force Majeure

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

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

If the event of force majeure continues for a period of more than Fifteen (15) consecutive days, then bank may have the option to terminate the Agreement upon written notice of such termination to the other party.”

### 8.24 Resolution of Disputes

All disputes and differences of any kind whatsoever arising out of or in connection shall be settled amicably by direct informal negotiation between both the parties. In case of non- settlement, the higher authorities of both the parties will intervene and negotiate amicably. However, in case of non-settlement of such dispute, the matter shall be referred for Arbitration to Sole Arbitrator. However, in case of non-consensus on sole arbitrator within 15 days, each party will appoint one Arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who will act as the chairman of the proceedings. The Award of the Arbitrator shall be Final and binding on the parties. The Arbitration and Conciliation Act 1996 or any modification thereof shall apply to the arbitration proceedings. The venue of the arbitration shall be at Pune. The expenses will be borne by the parties in equal proportion. Language of the Arbitration shall be in English.

### 8.25 Non-Disclosure Agreement

The Bidder shall hold all information about this tender and / or information gathered about the Bank through this process in strict confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information. The Bidder shall restrict disclosure of the Information solely to its employees, agents and contractors on a need-to-know basis and advise those persons of their obligations hereunder with respect to such Information.

**Restricted**

To use the Information only as needed for the purpose solely related to this Project; except for the purpose of execution of this Project, not disclose or otherwise provide such information or knowingly allow anyone else to disclose or otherwise provide such Information.

The Bidder shall not disclose any information to parties not involved in supply of the products and services forming part of this order and disclosure of information to parties not involved in supply of the products and services forming part of this order will be treated as breach of trust and invite legal action. This will also mean termination of the contract and disqualification of the bidder in any future tendering process of the Bank.

Any information considered sensitive must be protected by the bidder from unauthorized disclosure or access.

The Training Partners empaneled as per EOI through Expression of Interest (EOI) For Empanelment of Training Partner(s) for Various Training Requirements of the Bank vide Ref No. EOI Ref No. BOM/TP\_Empanelment/EOI/01/2024-25 dated 21.06.2024 have entered into Non-Disclosure Agreement with Bank at EOI stage. The Non-Disclosure Agreement will

### 8.26 Pre-Contract Integrity Pact

The empaneled Training partners have already committed themselves to the Bank's Integrity Pact Policy and have signed the pre-contract integrity pact at EOI stage. The same integrity pact shall be applicable to the present contract.

### 8.27 Limitation of Liability

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

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

- i. "Misconduct" means any act or omission of a party which is willfully intended to harm the interests of the other party, provided however, that willful misconduct does not include ordinary negligence, an error of judgement or mistake of a person.
- ii. "Negligence" means an indifference to, and a blatant violation of a legal duty with respect to the rights of the others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.

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

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

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

### 8.28 Confidentiality

**Restricted**



This document contains information confidential and proprietary to Bank. Additionally, the Bidder will be exposed by virtue of the contracted activities to internal business information of Bank, affiliates, and/or business partners. Disclosure of receipt of any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the Bidder, pre-mature termination of the contract, or legal action against the Bidder for breach of trust. The information provided / which will be provided is solely for the purpose of undertaking the consultancy services effectively.

No news release, public announcement, or any other reference to this RFP or any program there under shall be made without written consent of Bank. Reproduction of this RFP, by photographic, electronic, or other means is strictly prohibited.

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers or suppliers without the prior written consent of Bank.

This tender document contains information proprietary to Bank. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the tender document may not be reproduced in whole or in part without the express permission of Bank. Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also mean termination of the contract and disqualification of the said bidder.

Responses received become the property of Bank and cannot be returned. Responses will not be used and shared with third party for any means. Information provided by each bidder will be held in confidence and will be used for the sole purpose of evaluating a potential business relationship with the bidder.

“Confidential Information” means any and all information that is or has been received by the bidder (“Receiving Party”) from Bank (“Disclosing Party”) and that:

- (a) Relates to the Disclosing Party; and
- (b) is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
- (c) Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
- (d) Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials that may be shared by Bank with the bidder to host Bank’s equipment at the site
- (e) “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable
- (f) Information disclosed pursuant to this clause will be subject to confidentiality forever.
  - i. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all confidential information and confidential materials of the Disclosing

**Restricted**





- Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:
- ii. Unless otherwise agreed herein, use any such confidential information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
  - iii. In maintaining confidentiality here under the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
    - ▶ Take at least the same degree of care in safeguarding such confidential information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure.
    - ▶ Keep the confidential information and confidential materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party.
    - ▶ Limit access to such confidential information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the confidential information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the confidential information and materials in the manner prescribed in this document; and
    - ▶ Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of confidential information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.
  - iv. The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:
    - a. Immediately return all written confidential information, confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control.
    - b. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from confidential information relating to the Disclosing Party.
    - c. So far as it is practicable to do so immediately expunge any confidential information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control; and
    - d. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
  - v. The restrictions in the preceding clause shall not apply to:
    - a. Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
    - b. Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or

**Restricted**



investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.

- c. The confidential information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.
- d. The confidentiality obligations shall survive forever between the bidder and the Bank.

Confidentiality to be maintained at all times during currency as well as post severance of the relationship. Breach attributable to the Bidder is to be compensated to the Bank and any other claims raised on the Bank by the owner of information, which is compromised.

### 8.29 Sensitive Information

All information provided to the bidder is considered as sensitive in nature and must be protected by the company from unauthorized disclosure, modification or access throughout the tenure of the Agreement and thereafter.

### 8.30 Information Ownership

All information processed, stored, or transmitted by the bidder deployed solution belongs to the Bank. By having the responsibility to maintain the solution, the Bidder does not acquire ownership or implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

### 8.31 Severability

- I. If any of the provisions of this RFP is constructed in more than one way, one of which would render the provision illegal or otherwise voidable or enforceable, such provision shall have the meaning that renders it valid and enforceable.
- II. In the event any court or other government authority shall determine any provisions in this RFP is so amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought and affords the parties the same basic rights and obligations and has the same economic effect as prior to amendment.

In the event that any of the provisions of this RFP shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, then such provision shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make such provisions valid and effective, provided however, that on the revocation, removal or diminution of the law or provisions, as the case may be, by virtue of which such provisions contained in this RFP were limited as provided hereinabove, the original provisions would stand renewed and be effective to their original extent, as if they had not been limited by the law or provisions revoked. Notwithstanding the limitation of this provision by any law for the time being in force, the Parties undertake to, at all times observe and be bound by the spirit of this RFP.

### 8.32 Delays in Design, Implementation and Performance Guarantee.

The final short-listed bidder should submit a performance guarantee valid for contract period from the date of signing the contract with additional claim period of six months after expiry of validity period.

**Restricted**



The Bidder must strictly adhere to the project timeline schedule, for each assignment for performance of the obligations arising out of the contract and any delay will enable the Bank to resort to full or partial termination of the contract.

In addition to the termination of the agreement, Bank reserves the right to appropriate the damages by invoking the performance guarantee.

### 8.33 Publicity

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

### 8.34 Adherence to Terms and Conditions:

The bidders who wish to submit responses to this RFP should note that they should abide by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.

### 8.35 Other Terms and Conditions:

1. Bank reserves the right to:
  - Reject any and all responses received in response to the RFP.
  - Waive or change any formalities, irregularities, or inconsistencies in proposal format delivery.
  - To negotiate any aspect of proposal with any bidder and negotiate with more than one bidder at a time.
  - Extend the time for submission of all proposals.
  - Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) /others, in any form.
  - Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.
  - Interview the personnel being deployed on the project.
2. **Professionalism:** The bidder should provide professional, objective and impartial advice at all times and hold the Bank's interest's paramount and should observe the highest standard of ethics while executing the procurement.
3. **Adherence to Standards:** The bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities.
4. The Bank reserves the right to conduct an audit/ongoing audit of the consulting services provided by the bidder.
5. The Bank reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of similar projects.
6. **EXPENSES:** It may be noted that Bank will not pay any amount/expenses / charges / fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses.
7. The bidder is expected to quote for the prices of the services exclusive of applicable taxes like GST etc. as on the date of bid submission. The amount of applicable taxes should be given in the commercial as extra. Any upward / downward revision in the tax rates from the date of the bid submission will be to the account of the Bank.

**Restricted**



### 8.36 Timeframe

The timeframe for the overall selection process will be as mentioned in this RFP in section 4:” Invitation to the Tender.”

The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process.

The time schedule will be strictly followed. Interested parties should adhere to these timelines. However, the bank reserves the right to change the aforementioned timelines at its sole discretion.

### 8.37 Authorized Signatory

The selected bidder shall indicate the authorized signatories who can discuss and correspond with the bank, with regard to the obligations under the contract.

The selected bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Board Secretary, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The bidder shall furnish proof of signature identification for above purposes as required by the Bank.

### 8.38 Applicable Law and Jurisdiction of Court

The Contract with the selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Pune (with the exclusion of all other Courts).

### 8.39 No Employer-Employee Relationship

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

### 8.40 Order splitting.

**There will be no order splitting for the present contract.**

### 8.41 Order Cancellation

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

- a) Delay in delivery beyond the specified period for delivery.
- b) Delay in installation beyond the specified period for installation from the date of purchase order.
- c) Serious discrepancy in hardware noticed during the pre/post-dispatch inspection installation.

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

**Restricted**



#### 8.42 Clarification on Offers

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

#### 8.43 Service Level Agreement

The bidders should note that upon evaluation of the received bids, issuance of work order/ work indent to the successful bidder(s) by the Bank and acceptance of work order/ indent by the successful bidder, a service level agreement (SLA), in a format provided by the Bank, will be executed between bank and the successful bidder which will define the terms and conditions of contract between the parties. The terms and conditions of the EOI dated 21.06.2024 and this RFP shall form integral part of the SLA.

#### 8.44 No Commitment to Accept Lowest or Any Tender

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

#### 8.45 Repeat Orders

Bank of Maharashtra reserves the right to place repeat order/s to the extent of +25% of original order both in terms of quantity and amount on the bidder under the same terms and conditions within a period of two years from the date of acceptance of first purchase order by the bidder. The bank reserves the right to re-negotiate the price with the bidder in case of downward revision of the prices.

#### 8.46 Disclaimer

The scope of work document is not an offer made by Bank but an invitation for response based on which the Bank may further evaluate the response or call for alternate or more responses from other Bidders. The Bank has the right to ask for other competitive quotations and can award any part or complete work to another Bidders whom so ever they feel eligible for the same taking into consideration the price and quality.



## 8.47 ANNEXURE 1: CHECKLIST OF DOCUMENTS TO BE SUBMITTED

### A. Technical bid along with softcopy:

1. Index
2. ANNEXURE – 3 – Tender Offer Cover Letter
3. ANNEXURE – 4 – Details of the Bidder
4. ANNEXURE – 5 – Details of the Past Experience as per
5. ANNEXURE – 6 – Compliance Certificate
6. ANNEXURE – 9 – LIST OF DEVIATIONS. (If Any)
7. ANNEXURE – 10 – BID FORM
8. ANNEXURE – 11 – UNDERTAKING BY BIDDER FOR NON-BLACKLISTING
9. ANNEXURE – 12 – CONFORMITY WITH HARD COPY LETTER.
10. ANNEXURE – 13 – UNDERTAKING FOR NOT BEING NPA.
11. Masked Commercial offer.
12. EMD / BG / DD – Scan copy to be uploaded in GeM and original to be couriered at Bank address.
13. Scan copy of Empanelment letter issued by Bank.
14. Scan copy of acceptance of empanelment letter issued by Bank.

**Restricted**



### 8.48 ANNEXURE 2: FORMAT FOR PRE-BID QUERIES

#### A) Queries Related to RFP- 117/2024-25 for conducting Induction Training Program for Clerks (2025-26)

RFP- 117/2024-25		RFP- 117/2024-25 for conducting Induction Training Program for Clerks (2025-26)			
BIDDERS NAME					
Sr no	Page #	Point / Section #	Main Section name	Clarification points as stated in tender document	Comment / Suggestions

#### B) General queries Related to RFP

RFP- 117/2024-25	RFP- 117/2024-25 for conducting Induction Training Program for Clerks (2025-26)	
BIDDERS NAME		
Sr. No.	General Query related to RFP	Comment / Suggestions

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

**Restricted**



### 8.49 ANNEXURE 3: TENDER OFFER COVER LETTER

Date: \_\_\_\_\_ 2025

**Tender Reference No.:** RFP- 117/2024-25 for conducting Induction Training Program for Clerks (2025-26)

To  
The Deputy General Manager,  
Staff Training College,  
Bank of Maharashtra  
Pawar Building, Deccan Gymkhana,  
Pune - 4

Dear Sir,

Sub: Covering Letter for **RFP- 117/2024-25 for conducting Induction Training Program for Clerks (2025-26)**

Having examined the Tender Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, implement and maintain ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.

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

If our tender offer is accepted, we undertake to commence delivery within \_\_\_\_\_ (Number) days and to complete activities defined in scope of work as specified in the Contract within \_\_\_\_\_ (Number) days calculated from the date of receipt of your Notification of Award/Letter of Intent.

If our tender offer is accepted, we will obtain the guarantee of a bank for a sum equal to 5% of the Contract Price for the due performance of the Contract.

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

Until a formal contract is prepared and executed, this tender offer, together with the Bank's written acceptance thereof and the Bank's notification of award, shall constitute a binding contract between us.

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

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

**Restricted**





## 8.50 ANNEXURE 4: DETAILS OF THE BIDDER

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

SN.	Item	Details		
1	Name of Company			
2	Postal Address			
3	Telephone/Mobile			
4	Constitution of the Company			
5	Name and designation of the person authorized to make commitments to the Bank of Maharashtra			
6	Email Address			
7	Turnover/Net Worth/ Net Profit of the company (not of group)	Turnover (Rs.in Cr)	Net worth (Rs.in Cr)	Net Profit (Rs.in Cr)
		<b>FY 2021-22</b>		
		<b>FY 2022-23</b>		
	<b>FY 2023-24</b>			
8	Goods And Services Tax Number			
9	PAN Number			
10	About the Product being offered			
11	Experience in undertaking the activity quoted for in various organization			
12	Support Office Infrastructure across India			
13	Service Experience with our Bank, if any, in the past			
14	Names and addresses of the principal bankers with whom major credit facilities (fund / non-fund) are being enjoyed (Also mention names of the Banks in consortium, names of the contact officials of the Bank, phone number & email IDs)			

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

**Restricted**

RFP- 117/2024-25 for conducting Induction Training Program for Clerks



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

### 8.51 ANNEXURE 5: DETAILS OF PAST EXPERIENCES OF HANDLING SIMMILAR PROJECT RECORD

Name of the Bidder \_\_

Sl. No.	Name of the Client	Purchase Order/Indent Number & Date	Date of completion of delivery as per contract as well as Actual		Contact person Name Tel. No. Address	Total Amount of Order
			As per contract	Actual		

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

**Note – Bidder is required to provide supporting documents such as credential letters, PO and proof of completion of work, copy of agreement etc.**

**Restricted**



## 8.52 ANNEXURE 6: COMPLIANCE CERTIFICATE

We communicate our unconditional acceptance to the following terms and conditions of **RFP- 117/2024-25 for conducting Induction Training Program for Clerks (2025-26)**

We acknowledge that we have received, read, understood and agreed to all terms, guidelines, industry regulations and audit compliance of RBI/NPCI/UIDAI/Regulatory/Statutory (including payment terms) in the Tender Document no. RFP- 117/ 2024-25 for conducting Induction Training Program for Clerks (2025-26)

1. We agree that we cannot change Price or Quantity or Quality or Delivery terms or Technology & Service levels (or any other terms that impact the price) post the bid event without prior consent of Bank.

We agree that we are deemed to have accepted all the rules on participation at the bid. Bank will make every effort to make the bid process transparent. However, the award decision by Bank would be final and binding on us.

We agree not to divulge either our bids or those of other bidders to any other external party.

Bank has implemented ISMS framework; hence we agree to abide by the required integrations of security policies of the Bank.

We agree to non-disclosure of trade information regarding the purchase, part specifications, and identity of Bank, bid process, bid technology, bid documentation, and bid details. Bank documents remain the property of Bank and all bidders are required to return these documents to Bank upon request.

Bank's decision will be final and binding on us and would be based on Strategic Sourcing Evaluation, Current Service Performance and Actual Compliance of Agreed Specifications.

Splitting of the award decision over a number of bidders or parts or over time (as in the case of staggered deliveries) will be at Bank's discretion.

Bids once made cannot be withdrawn or modified under any circumstances. Only blatant typing errors would be withdrawn from bid. The decision of Bank would be final and binding on all bidders.

Bank has the right to decide to extend, reschedule, cancel the RFP.

Please note that BANK may consider debarring a bidder in the event the bidder violates terms and conditions mentioned in this compliance agreement.

We have read the BANK technical specifications & drawings for various products in detail & have agreed to comply with Quality, Technology & Service expectations.

Product specifications offered in technical bid will remain unchanged. No diversification / substitution of products will be entertained.

We confirm that this offer is valid for six months from the date of opening of Technical Bid. Having examined the Tender Documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide consultancy in conformity with the said Tender Documents and in accordance with our proposal and the schedule of Prices indicated in the Price Bid and made part of this Tender.

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP DOCUMENT and the related addendums and other documents including the changes made to the original RFP documents issued by the Bank which shall form a valid and binding part of the aforesaid RFP DOCUMENT. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and

**Restricted**

RFP- 117/2024-25 for conducting Induction Training Program for Clerks



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

binding on us.

If our Bid is accepted, we undertake to complete the assignments within the scheduled timelines.

We confirm that this offer is valid for 1 year from the date of technical bid opening.

If successful, we are agreed to provide uninterrupted service till project completion.

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

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

**Restricted**



### 8.53 ANNEXURE 7: PERFORMANCE BANK GUARANTEE (ON A NON-JUDICIAL STAMP PAPER OF RS.100.00)

To,  
 Bank of Maharashtra,  
 Staff Training College,  
 Pawar Building, Deccan Gymkhana,  
 Pune 411004

Bank Guarantee No.: \_\_\_\_\_

Amount of Guarantee: Rs. \_\_\_\_\_/-

Guarantee Valid up to:

Last date of lodgment of claim:

This deed of guarantee is executed on this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_ by {Name of the Bank issuing guarantee} a body corporate, constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head office at (H.O. Address) and one of the Branch offices at (Branch address) (hereinafter referred to as the '**Guarantor Bank**', which expression unless it be repugnant to the context or meaning thereof shall include its successors and assigns) in favor of **Bank of Maharashtra**, a Bank constituted by the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970, and having its Head Office at Lokmangal, 1501, Shivajinagar, Pune-411005 (hereinafter referred to as "**Beneficiary Bank**", which expression shall unless it be repugnant to the context or meaning thereof shall include its successors and assigns), for an amount not exceeding Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_ only) at the request of M/s \_\_\_\_\_ (with address).

Whereas engagement letter no. \_\_\_\_\_ PO/LOI \_\_\_\_\_ dated \_\_\_\_\_ 20\_\_ (hereinafter called the "**Contract**") for Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_ only) placed by the Beneficiary Bank on M/s \_\_\_\_\_, having its Head Office at \_\_\_\_\_ and \_\_\_\_\_ a branch office at \_\_\_\_\_ hereinafter referred to as '**Contractor**') stands accepted by the contractor, and in terms of the said contract the contractor has to ( Name of the Project) as per the engagement letter referred hereinabove.

And whereas to ensure due performance to the satisfaction of the beneficiary Bank, of the services provided under the said contract and in terms thereof by the contractor as aforesaid, the Guarantor Bank at the request of the contractor has agreed to give guarantee as hereinafter provided.

NOW THIS GUARANTEE WITNESSETH AS FOLLOWS: -

In consideration of Bank of Maharashtra, the beneficiary Bank, having issued engagement letter No. \_\_\_\_\_ PO/LOI \_\_\_\_\_ dated \_\_\_\_\_ 20\_\_ for Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_ only) on M/s \_\_\_\_\_, having its Head Office at \_\_\_\_\_ for \_\_\_\_\_ (Name of the Project) \_\_\_\_\_ as per the engagement letter referred hereinabove, we, <Issuing Bank Name> do hereby undertake as under:

- a) To indemnify and keep indemnified the beneficiary Bank for the losses and damages that may be caused to or suffered by the beneficiary Bank in the event of non-performance of whatever nature on the part of the contractor in discharging their contractual obligations under the said contract by the contractor against the above referred engagement letter and undertake this guarantee not exceeding Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_ only) without demur and without Beneficiary Bank needing to prove or to assign reasons for the demand so made for the sum specified therein and mere written claim or demand of the Beneficiary Bank shall be conclusive and binding on the guarantor Bank as to the amount specified under these presents.

**Restricted**



- b) The guarantee herein contained shall remain in full force and effect till discharged by the beneficiary Bank or up to \_\_\_\_months\_\_\_\_\_, which is earlier.
- c) This guarantee shall not in any way be affected by the change in the constitution of the contractor or of guarantor Bank nor shall be affected by the change in the constitution, amalgamation, absorption or reconstruction of the beneficiary Bank or otherwise but shall ensure for and be available to and enforceable by the absorbing amalgamated or reconstructed Company of the beneficiary Bank.
- d) To pay to the beneficiary Bank any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
- e) We, \_\_\_\_\_ (indicate the name of Guarantor Bank with address) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Beneficiary Bank in writing, and the guarantee shall remain in full force and continuing till all dues claimed are paid
- f) We,..... (indicate the name of the bank) agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement i.e.,..... (Period of Contract \_\_\_\_ + \_\_months) or upto.....whichever is earlier. If the beneficiary does not issue letter of satisfaction & discharge to the bank on or before .... (Mention the validity period) the Bank Guarantee shall automatically stand renewed / extended for further period of six months i.e., upto \_\_\_\_\_ (on one time basis).'

Notwithstanding anything contained herein:

- a) The Bank's Liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).
- b) This Bank Guarantee shall be valid up to \_\_\_\_\_ (Date of validity of the Bank Guarantee) and
- c) Bank is liable to pay the Guarantee amount or part thereof under this Bank Guarantee only and only if beneficiary serves upon the Bank a written claim or demand on or before \_\_\_\_\_ (date of validity of the Bank Guarantee).
- d) As per Exception 3 to Section 28 of Indian Contract Act, 1872, the statutory claim period will be up to one year of the Validity period of this Bank Guarantee. In other words, the Bank issuing such guarantee will not be liable under such guarantee to the beneficiary after the expiry of one year from the validity period, regardless of period of limitation under the Limitation Act, 1963.

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

Signed, sealed and delivered by Mr. ....

For and on behalf of the Guarantor Do so and

to affix the seal of the Bank, in the presence of .....

Place:

SEAL

Code No.

SIGNATURE

**Restricted**

RFP- 117/2024-25 for conducting Induction Training Program for Clerks



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

### 8.54 ANNEXURE 8: LETTER FOR REFUND OF EMD

(To be provided on letter head of the Bidder's Company)

To,  
The Deputy General Manager & Principal,  
Staff Training College,  
Bank of Maharashtra, ITTI  
Pawar Building, Deccan Gymkhana  
Pune 411004

Dear Sir,

SUB: LETTER FOR REFUND OF EMD

REF: RFP- 117/2024-25 for conducting Induction Training Program for Clerks (2025-26)

\_\_\_\_\_ (Company Name) had participated in the Request for Proposal RFP- 117/2024-25 for conducting Induction Training Program for Clerks and we are an unsuccessful bidder.

Kindly refund the EMD submitted for participation. Details of EMD submitted are as follows

Sr. No	Bidder Name	DD/BG Number	Drawn on Bank Name	Amount (Rs)

Bank details to which the money needs to be credited via NEFT are as follows

1. Name of the Bank with Branch
2. Account Type
3. Account Title
4. Account Number
5. IFSC Code

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

**Restricted**

RFP- 117/2024-25 for conducting Induction Training Program for Clerks



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

**8.55 ANNEXURE 9: LIST OF DEVIATIONS REQUESTED**  
(To be submitted with Technical Bid, if applicable)

To,  
The Deputy General Manager & Principal,  
Staff Training College,  
Bank of Maharashtra, ITTI  
Pawar Building, Deccan Gymkhana  
Pune 411004

**Sub: RFP- 117/2024-25 for conducting Induction Training Program for Clerks (2025-26)**

[Please provide your comments on the Terms & Conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Detailed Scope of work, Service levels, Instruction to Bidders, Experience in related projects, etc. You are also requested to provide a reference of the page number, state the clarification point and the deviation that you propose as shown below.]

Sr. No.	Page #	Point / Section #	Clarification point as stated in the tender document	Deviations requested	Justification
1					
2					
3					
4					
5					
6					
7					
8					

Notwithstanding the request for deviations submitted as above, we understand that the Bank shall have the right to accept or reject the requested deviations without any right to represent to the bidders. The Decision of the bank in this regard shall be final and binding on the part of bidder.

Yours faithfully,

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

**Restricted**





## 8.56 ANNEXURE 10: BID FORM

Ref No.....

Place:

Date:

To,  
 The Deputy General Manager & Principal,  
 Staff Training College,  
 Bank of Maharashtra, ITTI  
 Pawar Building, Deccan Gymkhana  
 Pune 411004

Dear Sir,

Having examined the Request for Proposal (RFP), Ref No. **117/2024-25** the receipt of which is hereby duly acknowledged, we, the undersigned, offer for conducting Induction Training to Clerks.

Various requirements in conformity with the said RFP for the sum mentioned in the Price Bid or such other sums as may be ascertained in accordance with the Schedule of Prices attached and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the product/solution/ provide the services in accordance with the Delivery Schedule / implementation schedule specified.

We agree to abide by this bid for a period of 1 year from the date of opening of technical bid and shall remain binding upon us and may be accepted at any time before the expiration of that period.

We further confirm that, in case we offer system and/or other software manufactured by another company, such software operates effectively on the system offered by us and we are willing to accept responsibility for its successful operations.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your Notification of Award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Commissions or gratuities, if any paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

1.

**Restricted**

RFP- 117/2024-25 for conducting Induction Training Program for Clerks



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

- 2.
- 3.
- 4.

Name & address of agent Amount & currency Purpose of commission or gratuity.

\*(If none, state none)

We understand that you are not bound to accept the lowest or any bid you may receive.

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

**Restricted**



### 8.57 ANNEXURE 11: UNDERTAKING BY BIDDER FOR NON-BLACKLISTING

Place:

Date:

To,  
The Deputy General Manager & Principal,  
Staff Training College,  
Bank of Maharashtra, ITTI  
Pawar Building, Deccan Gymkhana  
Pune 411004

Undertaking (To be submitted by all Bidders' on their letter head)

We \_\_\_\_\_(bidder name), hereby undertake that-

- As on date of submission of tender, we are not blacklisted by the Central Government / any of the State Governments / PSUs in India or any Financial Institution in India.
- We also undertake that; we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.

Yours faithfully,

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

**Restricted**



## 8.58 ANNEXURE 12: CONFORMITY WITH HARD COPY LETTER

(Performa of letter to be given on their official letterheads.)

To,  
The Deputy General Manager & Principal,  
Staff Training College,  
Bank of Maharashtra, ITTI  
Pawar Building, Deccan Gymkhana  
Pune 411004

Dear Sir,

Sub: RFP- 117/2024-25 for conducting Induction Training Program for Clerks (2025-26) dated \_

Further to our proposal dated \_\_\_\_\_, in response to the Tender Document No: RFP# \_\_\_\_\_, dated \_\_\_ issued by Bank of Maharashtra (“**Bank**”) we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the Tender Document and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal required to be submitted by us, in all respects.

Yours faithfully,

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

**Restricted**

RFP- 117/2024-25 for conducting Induction Training Program for Clerks



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

### 8.59 ANNEXURE 13: UNDERTAKING FOR NOT BEING NPA

(Performa of letter to be given on their official letter-head)

Date:

To,  
The Deputy General Manager & Principal,  
Staff Training College,  
Bank of Maharashtra, ITTI  
Pawar Building, Deccan Gymkhana  
Pune 411004

Dear Sir,

Sub: RFP- 117/2024-25 for conducting Induction Training Program for Clerks (2025-26)

Undertaking (To be submitted by all Bidder's on their letter head)

We \_\_\_\_\_ (bidder name), hereby undertake that-

- We have not have been declared NPA by any Bank in India.
- Further, we do not have any pending case with any organization across the globe which affects our credibility to service the bank.

Yours faithfully,

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

**Restricted**



## 8.60 ANNEXURE 14: BG FORMAT FOR EMD

(FORMAT OF BANK GUARANTEE (BG) FOR BID SECURITY.)

(ON A NON-JUDICIAL STAMP PAPER OF Rs.500.00)

Guarantee for Payment of Earnest Money/Security Deposit

Bank Guarantee no.:

Date:

Period of Bank Guarantee: Valid up to

Amount of Bank Guarantee: Rs.                   /-

To,  
 Bank of Maharashtra,  
 Staff Training College  
 Pawar Building, Deccan Gymkhana.  
 Pune 411004

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

Whereas the Beneficiary had invited tenders for XXXXXXXXXXXX, vide GeM Bid No: XXXXX dated: XXXXXX.

One of the terms of the tender is that bidder are required to give a Demand Draft drawn in favour of beneficiary and payable at Pune, (valid for 1 year) for Rs XXXXXXX/- (Rs. XXXXXXX only) as Earnest Money Deposit (EMD) along with their offer. The Beneficiary may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank, valid for 6 months from the date of issue.

M/s <Bidder Name>. hereinafter referred to as the said 'Contractors' have given their offer to supply, installation, commissioning of Servers at given locations to the Beneficiary and the said Contractors are required to deposit the said amount of earnest money (or security deposit) or to furnish Bank guarantee.

At the request of the said M/s.<Bidder Name>. Ltd. the Bank has agreed to furnish guarantee for payment of the said amount of earnest money (or security deposit) in the manner hereinafter appearing:

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

AND IT IS AGREED and declared by the Bank that the liability of the Bank to pay the said amount whenever called upon by the Beneficiary shall be irrevocable and absolute and the Bank will not be entitled to dispute or inquire into whether the Beneficiary has become entitled to forfeit the said amount as earnest money (or as security deposit) under the terms of the said contract or not and entitled to claim the same or not or whether the said contractors have committed any breach of the said contract or not or whether the Beneficiary is entitled to recover any damages from the said contractors for breach of terms thereof or not.

**Restricted**



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

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

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

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

Notwithstanding anything contained herein:

The liability of the Bank under this Bank Guarantee shall not exceed Rs. XXXXXX/- (Rupees XXXXXX only).

This Bank Guarantee shall be valid up to \_\_\_\_\_.

Bank is liable to pay guaranteed amount or part thereof under this Bank Guarantee only and only if beneficiary serve upon as a written claim or demand on or before \_\_\_\_\_ (date of expiry of the Guarantee).

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

Signed, sealed and delivered by Mr.....

For and on behalf of the Guarantor Do so and

to affix the seal of the Bank, in the presence of .....



**8.61 ANNEXURE 15: CERTIFICATE FOR RFP 117/2024-25 COST WAIVER FOR MSE/NSIC FIRMS**

(In Letter head of Chartered Accountant)

Date:

This is to certify that M/s. \_\_\_\_\_, having registered office at \_\_\_\_\_ has made an original investment of Rs. \_\_\_\_\_/- in \_\_\_\_\_, as per Audited Balance Sheet as on 31.03.202\_\_\_. Further we certify that the Company is classified under SME as per MSME Act 2006.

We have checked the books of the accounts of the company and certify that the above information is true and correct.

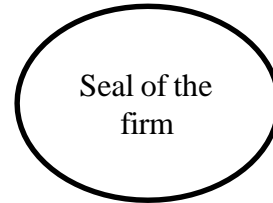
Chartered Accountant Firm Name

Signature

Name

Reg. No.

VID No.







### 8.63 ANNEXURE A: COMMERCIAL BID FORMAT

Name of the Bidder:

All prices should be mentioned in Indian Rupees The quoted price should be **all-inclusive price** but excluding GST which will be reimbursed on actual basis against original document of payment. No additional charges/ management fee of any kind will be reimbursed.

Sl.	Item	Quantity A	Unit Price B	No Days C	of	Total Price D=AxBXC
1	Professional fee for providing training services for Induction Training of Clerks (Excluding Food and Hostel Facilities)	500		5		
2	Food and Hostel Facilities	500		5		
	<b>Total</b>		[1+2]			

1. In case of any discrepancies between Amount quoted in Words & Amount quotes in Figures, the Amount quoted in Words shall prevail.
2. Bank reserves the right to reject all or any of the Bids submitted without assigning reason to the Bidders.
3. The above rates should be valid for period of 1 year for additional order to be placed by Bank at its own discretion.

We confirm that above commercials quoted, and all the Terms and Conditions of the Contract contained in RFP dated.....

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

**Restricted**



## 8.64 ANNEXURE B: SCOPE OF WORK

### Project Scope

- I. Bank of Maharashtra intends to issue this bid document (RFP), to have services of training institute(s) / professional institute(s) for Induction Training of Clerks. Approximately **500 clerks** are to be given Induction Training, as per the terms and conditions defined in this RFP. The number **500** is indicative only and bank has discretion to reduce or increase the number of trainee for the current year and during the agreement period.
- II. This RFP has been prepared solely for the purpose of enabling the Bank in defining the requirements for entering into an agreement with a suitable Training Partner(s) Institution for undertaking **Induction Training of Clerks**, for **5 Continuous days** excluding public holidays from the date of commencement of the program.
- III. The institute should be able to provide suitable functional, banking, technological and soft skills training for all the clerks of the bank in a dedicated basis using their own venues / tie up arrangement with reputed organizations for training as well as for residential (with boarding facilities) purpose of the clerks. The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful bidder/s as identified by the Bank after completion of the selection process.
- IV. The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its directors, officers, employees, agents, representatives, contractors or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings information or statements given or made in this RFP document. Neither Bank nor any of its directors, officers, employees, agents, representatives, contractors or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.
- V. The selected bidder/s will design the training program to be carried out for mentioned Clerks of the Bank and customize the entire content to Bank's specific needs.
- VI. The selected Bidder will carry out the training programs at one center or different centers across the country on parallel basis, so as to cover all the Clerks under the training program within the defined timeline.
- VII. Program management implementation has to be done by setting up a program management team and by giving updates to Bank (GM (HRM)/ DGM (HRM)/ any other authority as may be decided).
- VIII. The scope of the project is to design appropriate training program for the Bank's Clerks and then undertake the training program on a dedicated basis, the training infrastructure and venue(s) being provided by the agency / institute.
- IX. The Training program for the Clerks has to be tailored for Bank's specific needs and should cover the following important areas:

**Restricted**



Sr.	Topic	Mode of Delivery	Deliverables
1	Inauguration and Ice-Breaking session		
2	BoM-A Bird's Eye View	Lecture	Genesis, Vision, Mission, Long Term Strategy, Latest growth journey of the Bank, BoM's organizational set up.
3	Banking Related Laws	Lecture	Essential knowledge of key banking laws governing daily operations i.e. RBI act, BR Act, Contract act & N.I. Act. To enhance understanding, include real-life case studies or examples related to these acts and why it is important for Banks. Focus on practical applications, such as handling negotiable instruments or adhering to RBI guidelines, to ensure participants grasp their relevance to their roles.
4	Deposit Policy & brief of Banks Liability Products	Lecture	The bank's deposit policy guidelines liability products like savings accounts, PMJDY, Current Accounts, FDs and RDs, customer benefits and product features etc. CASA is important marketing products, handling of illiterate, minor accounts others.
5	Various Types of Customers, operations in account	Lecture	Customer classifications (individuals and non-individual like Companies, firms, trusts, Govt.) and account operations. Account opening, and operational procedures for illiterate, blind, minor etc. Including practical examples and scenarios will enhance clerks' understanding of handling different customer types and their specific needs, ensuring smooth and compliant account management. What is Beneficial owner in case of non-individual customer? Inoperative and DEAF, DICGC.
6	Soft Skill Session - Delightful Customer Service by frontline	Lecture	Emphasize the importance of delightful customer service. Focus on developing communication, empathy, and problem-solving skills. Use role-play or real-life examples to train clerks in handling challenging situations gracefully. Highlight how frontline behavior directly impacts customer satisfaction and the bank's reputation
7	KYC/AML Guidelines, Due diligence	Lecture	KYC (Know Your Customer) and AML (Anti-Money Laundering) 2002 with latest amendment. elements of KYC Acceptance, Identification, Risk Classification & Monitoring of Transaction. Prevent measures in money laundering d monitoring transactions. AML includes detecting and reporting suspicious activities. Explain about Walk in customer, inoperative account, Re-KYC, CKYC and VKYC latest operational cases studies.
8	Nominations, Deceased claim	Lecture	Nominations importance in all Deposit, SDLocker, Safe custody. RBI complain SOP in Nomination case studies in Deposit and Locker accounts of Nomination, survivor clause or where no nomination Brief of Deceased Claim Policy of the Bank documents, legal procedures. Role of Frontline staff in implementation of all provision of Nomination under BR act (45ZA to ZF) SOP in

Restricted



			Deceased claim.
9	Customer service Policy & EASE	Lecture	The Customer Service Policy aims to deliver efficient and transparent services, ensuring customer satisfaction through effective grievance redressed. Service Charges are clearly communicated for specific services. The EASE Guidelines focus on enhancing service excellence by improving turnaround times, leveraging digital tools, and offering customer-centric solutions to enhance the banking experience in public sector banks.
10	Conflict Mgt- SPGRS, RTI, Banking ombudsman	Lecture	Routing complaints through SPGRS portal, RTI (Right to Information) allows customers to seek information and resolve disputes with banks. if complaints not resolved by Bank, they can approach the Banking Ombudsman, an independent authority to address complaints related to banking services, How to manage these conflict and fair resolutions for customers as per Bank's customer service policy
11	CBS – Deposit Operation in System	Lecture	In CBS (Core Banking System), deposit operations involve recording and managing customer deposits like savings, current, and fixed deposits. Latest changes in CBS regards to CIF creation, amendments, Deposit account creation and amendments, CKYC Nomination, 15G/H TDS, prematurity closure other aspects.
12	CBS- Remittances, RTGS, NEFT, TDS and Reports	Lecture	In CBS, Remittances handle fund transfers like DD, RTGS and NEFT for quick, secure transactions but due care to be taken care of external remittances. TDS (Tax Deducted at Source) is processed automatically, however Form 15G/15H helps avoid TDS deductions for eligible individuals, therefore need to be updated as per request. TDS on rent and other payments other day today issues with latest FAQ
13	Brief of Credit facilities (RAM)	Lecture	What is credit (fund base and Non fund base) retail and Wholesale credit. Secured and Unsecured credit. working capital & Term loan RAM and why it is important. Retail scheme products like personal loans, home loans, Vehicle, Education etc., Agricultural sector (crop loans, agricultural machinery finance), and MSMEs (working capital, term loans). Basic terms to be explained, which are based on the borrower's needs, financial health and repayment capacity. LAD and Paper secured credit
14	Marketing of Mahabank Products	Lecture	Markets products, including savings accounts, loans, credit cards, Government Schemes for NII, digital platforms. It focuses on customer needs, offering competitive interest rates, flexible terms and tailored solutions. Promotional activities, customer engagement and Insurance partnerships are also utilized to enhance brand visibility and attract new customers. Marketing across the counter.

Restricted



15	Govt. Business, Pension, PPF, SS, SCSS	Lecture	IMP. Non-interest income from Government Business, Pension, PPF (Public Provident Fund), PMSBY, PMJJBY, APY and SCSS (Senior Citizens Savings Scheme) offers banks stable revenue streams. These products attract large customer bases, ensuring regular deposits and long-term relationships. Banks earn fees for managing accounts, facilitating transactions, and providing advisory services, enhancing their overall profitability.
16	BPS, Staff welfare, leave rules-	Lecture	The bank provides fair pay and benefits to clerks, along with staff welfare initiatives like concessional loans, furniture facilities, monthly reimbursements, LFC, and health insurance. BPS. Leave rules ensure paid and sick leave for work-life balance. Promotion opportunities support career growth, with reimbursement for IIBF and other institute courses.
17	Branch Security & Preventive vigilance	Lecture	Branch security of cash and valuable banks SOP in Branch operation. Cash management and remittances in banking, involve various risks. To safeguard these assets, measures such as surveillance systems, access control, and physical security personnel are essential. Preventive vigilance plays a critical role in identifying and mitigating fraud risks through regular audits, staff training, and monitoring suspicious activities. It is important to share relevant experiences with participants to enhance their understanding of these security measures and fraud prevention strategies
18	RBI Guidelines on Clean note policy, Note Refund rule & Counterfeit Currency	Lecture	RBI Guidelines on Clean Note Policy ensure the circulation of only clean, fit currency notes by withdrawing damaged notes. The Note Refund Rule. Exchange soiled or mutilated notes Counterfeit Currency guidelines, SOP with suitable examples how to develop the skill in cash handling.
19	Mahabank E Products (Digital Banking)	Lecture	Mahabank E-Products (Digital Banking) offer convenient and secure online banking services. These include Net Banking, Mobile Banking, UPI (Unified Payments Interface), QR Code Payments, and Maha Pay. Customers can perform transactions, view account details, pay bills, transfer funds, and access various banking services 24/7, enhancing banking accessibility and efficiency.
20	Banker Customer Relationship & Obligation & rights of Bank	Lecture	Explain the various types of relationship between banks and customers, in all these tips of accounts (debtor-creditor, trustee, agent), and the obligations and rights of both parties. Simple examples can illustrate these concepts, helping to understand mutual responsibilities and how they apply in daily banking operations. legal aspects in disclosure of information as per laws (Court, IT act and other dept.)

Restricted



23	FEX Business – NRI, NRO a/cs	Lecture	The basics of NRE and NRO, FCNR accounts, including their purpose, features, and documentation requirements. Why Forex business is important for Bank. Highlight how these accounts cater to the needs of non-resident customers.
24	Banking operations and legal aspects	Lecture	Rules of Joint accounts, E/S, F/S, Anyone/S Mandate & P.A in SB CA TD accounts with suitable examples. Latest guidelines of RBI.NI Act, with operational case studies. Practical application in daily activities to ensure smooth and lawful functioning of the bank
25	IT Security & prevention of cyber frauds	Lecture	Explain basic IT security practices and ways to prevent cyber frauds. Focus on secure password usage, recognizing phishing attempts, and safeguarding customer data. Simple tips and examples help in understanding and applying these measures effectively. discuss type of frauds with customers and how to guide them in situation like digital arrest or scams
26	IRAC norms, Monitoring of NPAs & Recovery	Lecture	Basics of IRAS norms with examples of NPA identification impact of NPA SMA. Recovering dues, with use of reports legal and non-legal tools like DRT, Lok Adalat, and SARFAESI Act. It's important to understand asset classification under IRAC norms and to monitor NPAs carefully.

NOTE: This list is only indicative, and the bank may require addition/deletion in the topic and accordingly the same may be finalized at the time of entering into agreement.

- X. The selected training partner may club two or more topics in one session or split 1 topic into 2 or more sessions as they may feel necessary for implementation. However, such session plan to be shared with Staff Training College. The program should be implemented and finished within the stipulated period.
- XI. The training design including timeframe to be prepared and finalized by the selected bidder/s, covering the areas stipulated in a systematic manner, in consultation with the Bank, prior to implementation.
- XII. The content to be created or updated as per extant scenario, after taking Bank's inputs, if any.
- XIII. All the training materials/inputs prepared should be shared with the Bank for its vetting and this process should be completed before the commencement of each program.
- XIV. The training program should be so designed to cover the areas stipulated in a systematic manner with a methodology conducive to optimize the learning process of adults.
- XV. The selected bidders plan the sessions and the content, on an exam point of view, MCQ test to be conducted at the end of each session for the trainee participants on the topic covered during the session.
- XVI. The institute must be equipped with adequate and well-trained faculty members including ex-bankers with relevant practical banking experience along with faculty for training the candidates in soft skills.
- XVII. The training program content will have to be tailored and customized to Bank's context, products and processes by the selected bidder. The entire content developed will have to be documented by the selected bidder and the training manuals/documents.
- XVIII. As a part of undertaking this training assignment, it will be the responsibility of the training agency (ies) to provide the following in the location(s) where the training will be imparted.
  - a. Program contents and delivery.
  - b. Reading material and hand-outs.

**Restricted**



- c. Professional/experienced faculty with Banking knowledge.
  - d. Good ambience of training class (including Air-conditioned facility). Residential Facility.
  - e. Boarding facility-with morning tea/coffee, breakfast, lunch, snacks/tea, dinner.
  - f. During the breaks, tea/coffee, biscuits & snacks.
  - g. Learning and practice for everyone separately
- XIX. The selected training partner will provide lodging and boarding to the trainee participants in their own/ leased campus/hostels on a twin sharing basis with attached bathrooms.
- XX. In case the hostel and training venue is at different location, the selected training partner will have to provide for transportation on its own expenses.

### XXI. Food Facilities

- a. Bed Tea / Coffee.
- b. Breakfast (Veg / non-Veg): 1) Corn flakes / dalia 40 gms. with Milk 250 mls. and 4 large slices/ toasts with butter and jam and 2 eggs to order / vegetable cutlet, or II) 2 stuffed parathas / 6 puri with sabji, and Curd 200 gms. with sauces/ pickles, or II) South Indian Dishes (4 idly / vada/ 2 uttapam/dosa with sambar & chatni) and Tea / Coffee / milk.
- c. Mid-Morning tea/coffee (with 2 standard quality biscuits)
- d. Lunch (Veg Non-Veg)  
 Lunch: Veg: (1) Appetiser / Soup, (2) rice (Basmati) / pulao/Fried rice, Nan / chapati / tandoori roti / Puri, (3) dal-50gm (Arhar/Mung/ chana/ masoor) (4) special dish:- quality paneer/mushroom etc. (125gms), (5) seasonal vegetables / chana / rajma / lobia sabzi, (6) Bhazi: seasonal vegetables (7) curd (100 gms.)/ raita, (8) pickle, (9) papad. (10) sweet dish (50 gms)/ seasonal fruits (150gms) /ice-cream (Amul/Kwality) and (11) salad (seasonal).  
 Lunch: Non-Veg: (1) Appetiser / Soup. (2) rice (Basmati) / pulao / Fried rice, Nan /chapatis/fandoori roti / Puri, (3) dal (50gm) (4) seasonal vegetable / Kala Chana / Rajma / Lobia (5) Bhazi, (6) Fish / Chicken (100 gms) /Egg Curry (two eggs), (7) curd (100 gms)/raita (8) pickles, (9) papad, (10) sweet dish 50 gms / seasonal fruits 150 gms /ice-cream, and (11) salad (seasonal).
- e. Mid afternoon Tea/coffee (with 2 standard quality biscuits).
- f. Evening Tea / Coffee with snacks (Pakoda / Samosa/Veg.Chop, sandwich etc.) (200gms).  
 Weekly alternative menus will be decided by Staff Training College.
- g. **Dinner - Veg /Non-veg: Same as mentioned in Lunch Menu but no repetition of lunch menu items:**
  - Only packed and sealed spices / sauces/ condiments/ pickles, etc. with Agmark / Food quality certified to be used viz.:
  - Spices: MDH/ Everest / Sunrise or its equivalent
  - Papad: Lijjat or its equivalent
  - Butter: Amul / Britannia or its equivalent
  - Atta: Whole wheat atta - Pilsbury, Kissan, Annapurna, Saktibhog or its equivalent
  - Biscuit: Britannia / Parle or its equivalent
  - Milk: Chitale/Warna / Gokul/Array /Amul / Mother Dairy or its equivalent.
  - Cooking medium: Saffola/Sunflower or its equivalent.
  - Bread Britannia / Modern or its equivalent
  - Sauces / Pickles: Kissan / Maggi / Mother's Choice or its equivalent

(Jain food should be available on demand)

### XXII. Hostel Facilities:

- a) The Participants have to be provided rooms with **twin occupancy**.
- b) The rooms should have facility for daily cleaning.
- c) Basic toiletry kit (Soap, Dental kit, shaving kit) and clean towels to be provided to the participants.
- d) Recreation facilities should be available in the campus/hostel like TV, indoor games etc., and the trainees should have access to these facilities.
- e) The Kitchen and food should be in hygienic and in wholesome condition.
- f) There should be an attendant doctor 24 hours within the campus, so that the candidate if

**Restricted**

RFP- 117/2024-25 for conducting Induction Training Program for Clerks



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

- falls sick they may be attended immediately.
- g) The hostel should be under the supervision of a warden and security arrangements should be adequate.
- h) The hostel should be provided with 24 hours water supply and electricity, with necessary power back up.

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

**Restricted**





## 8.65 ANNEXURE C: PAYMENT TERMS

The Bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the Bidders must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted.

Bank will be making payment as follows:

1. Payments, towards the Training services to be provided for the related activities as defined in the scope of Training, shall be made in instalments as indicated below for location batch:
  - i. 100% of the training fees (contract rate x number of candidates in the batch) within 15 days of completion of the training batch.
2. The payment will be made as per actual strength of participants who have received training.
3. Payment will be processed and released centrally after deducting TDS and penalties if any.
4. If it is not feasible to conduct continuous 5-day training program due to holiday falling between the start and end date of program, approximate expenses for food and hostel will be paid by the Bank at prorata basis as per line-item number 2 of commercial bid format.

Date:

Place:

Signature of Authorized Signatory: Name  
of Signatory:

Designation:

Seal of Company:

**Restricted**



## 8.66 ANNEXURE D: PROJECT TIMELINES

The Bidder is expected to adhere to the timelines stipulated below. Non-compliance to these timelines by the Bidder would lead to Liquidated Damages as stated in the RFP:

SN	Activity	Time Period for Completion
1	Acceptance of the Purchase Order by the Bidder	Within 3 days of issue of PO
2	Sharing of training content, schedule and timetable	Within 7 days of acceptance of Purchase Order
3	Completion of the training program	Within 1 week of commencement of Training Program

### Notes:

- ▶ Bank, at its discretion, shall have the right to alter the delivery schedule and quantities based on the implementation plan. This will be communicated formally to the Bidder during the implementation, if a need arises.
- ▶ The Bidder is required to provide a detailed strategy to Bank; the activities mentioned above are indicative but the timelines for procurement, readiness and inspection should be maintained. Hence, if the Bidder has a faster and more effective solution, the same may be discussed and agreed by Bank.

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Company:

**Restricted**