



बैंक ऑफ महाराष्ट्र
Bank of Maharashtra
ONE FAMILY ONE BANK

Investor Services department

Reference No. -Notice for Extraordinary General Meeting - 10

Date:07.08.10

Request For Proposal (RFP)
FOR
Printing of Notice for Extraordinary General Meeting -2010
Of
Bank Of Maharashtra



**The Company Secretary,
Investor Services Department
Bank of Maharashtra
Central Office, Lokmangal'
1501, Shivaji Nagar
Pune 411 005**

Cost of Tender Document: Rs.1,000/-(non refundable)

Earnest Money : Rs 25,000/-

CAUTION RFP DOCUMENT DOWNLOAD

For the convenience of bidders we are placing a copy of RFP on our Banks website.

However, the bidders, who would like to use the downloaded copy made available on web have to pay the prescribed price of the tender document as declared in our eligibility document. The same may be paid by way of DD/PO favoring Bank of Maharashtra at the time of submission of bid.

The bidder shall also submit an undertaking to the effect that, he has not made any modification in the original copy of RFP hosted on the Banks website and his bid is liable for rejection for any violation of the above.

**Company Secretary,
Bank of Maharashtra**



I. INVITATION FOR TENDER OFFERS

Bank of Maharashtra invites sealed tender offers (Technical bid and Commercial bid) from eligible, reputed printers for **Printing of Notice for Extraordinary General Meeting 2010**

Bid Collection and Submission

Tender Reference number	Printing of Notice for Extraordinary General Meeting 10
Price of Tender Copy	Rest 1,000/- (Rs. one thousand only). The amount has to be paid by demand draft/ pay order in favour of Bank of Maharashtra and payable at Pune.
Earnest Money	Rest.25,000/- (Rs. Twenty five thousand) by Demand draft or payorder- or Bank Guarantee in lieu thereof
Two bid System-Bid to be submitted in two different envelopes	Envelope I-Technical Bid Envelope II-Commercial Bid
Date of commencement of sale of tender document	07.08.2010
Last Date of sale of tender document	13.08.2010 up to 5:30 p.m.
Queries to be mailed by	13.08.2010 up to 5:30 p.m
Queries will be answered by	14.08.2010 on Banks website
Last Date and Time for receipts of tender offers	14.08.2010 upto 11.00 a.m.
Time and Date of Opening of technical / Commercial bids	14.08.2010 at 12.00 p.m.
Place of Opening tender offers	Investor Services Department, Bank of Maharashtra Central Office, 1501, Lokmangal, Shivajinagar, Pune 411 005.
Address for Communication & submission of Bid	As above
Contact Telephone Numbers	Phone : 020 - 25511360 Fax : 020 - 25533246

Note:

Tender offers will be opened in the presence of the bidder or their authorized representative on the above-specified date, time and place.

Technical Specifications, Terms and Conditions and various formats and proforma for submitting the tender offer are described in the tender document and its Annexure.

The clarifications / interpretations given by the Bank shall be final.

Company Secretary,
Bank of Maharashtra
Central Office, Pune.

II. Instructions to vendors

1. Schedules of the Tender

This tender comprises of following schedules.

Schedule Number	Name of Schedule
I	Notice for Extraordinary General Meeting -10

2. Two Bid System Tender

Technical & Commercial bids in Separate Envelopes must be submitted at the same time, giving full particulars in **separate sealed envelopes** at the Banks address given above, on or before the schedule given above. All envelopes should be securely sealed.

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

- Type of Offer (Technical or Commercial)
- Tender Reference Number
- Due Date
- Name of Vendor and authorized representative.

ENVELOPE-I (Technical bid):

The Technical bid should be complete in all respects and contain all information asked for, **except prices as in Annexure A.** The TECHNICAL BID should be complete to indicate that all products and services asked for are quoted and should give all required information.

ENVELOPE-II (Commercial bid):

The Commercial bid should give all relevant price information as per Annexure - C and should not contradict the TECHNICAL BID in any manner.

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

Both the envelopes should be dropped in the Bid-Box installed at Bank of Maharashtra, Investor Services Department, 'Lokmangal', 1501, Shivajinagar, Pune-411 005 on or before the date and time as given in the schedule on page 3.

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



III. Terms and Conditions

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

1. **Qualification Criteria-** As per Annexure - A

Only those vendors, who fulfill all the qualifications mentioned in “qualification criteria” of the tender, are eligible to participate in the tender process.

2. **Non-Transferable:** This RFP/ Tender document is not transferable. Only the vendor, who has purchased this tender form, is entitled to quote.

3. **Earnest Money Deposit(EMD):**Vendors are required to give a Demand Draft drawn in favour of BANK OF MAHARASHTRA and payable at Pune, (valid for 180 days from the due date of the tender) for Rs.25,000/- (Rupees Twenty Five Thousand Only) as Earnest money Deposit (EMD) along with their offer.

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 EMD for an equivalent amount issued by any Public Sector Bank other than Bank of Maharashtra, valid for 6 months from the date of issue. The date of issue of Bank Guarantee should necessarily be prior to the date of submission of the offer.

In respect of successful bidder, the EMD will be adjusted in the final bill under the allotted job. In case of unsuccessful bidders EMD will be refundable. No interest will be paid on this amount for the period.

4. **Documentation:** The following information should be furnished along with the Technical bid by means of printed technical brochures.

- Specifications of all items asked along with technical specifications.
- Specimen of the paper proposed to be utilized.

5. Tender offers will be opened in the presence of the bidder or their authorized representative on the above-specified date, time and place.

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

7. **Format of Technical Bid:** The Technical bid must be made in an organized, structured and neat manner

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

- a. Covering letter.- This should be as per Annexure D.
- b. Details of the vendor – Annexure - E
- c. Technical bid as per the specifications mentioned in Annexure A.
- d. Valid Bank Draft / Bank Guarantee in lieu of EMD.
- e. Vendor's Financial Details (audited balance sheets, annual reports etc.) and other supporting documents, as asked in the tender document.
- f. All documentary evidence wherever required to be submitted be properly arranged.
- g. Specimen of the paper proposed to be utilised

8. **Format for Commercial bid:**

- a. The Commercial bid must not contradict with the Technical bid in any way. The format for submission of Commercial bid is given in the tender document – Annexure C.
- b. A statement that the vendor complies with Payment schedule given in the tender

9. **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.

10. **Costs & Currency:** The offer must be made in Indian Rupees only, including all taxes. No price variation relating to increases in customs duty, excise tax, price variation etc. will be permitted.

11. **Opening of Offers by Bank:** Tender offers received within the prescribed closing date and time will be opened in the presence of vendors' authorized representatives on the specified date and time as mentioned earlier in the tender document. The vendor's representatives present shall sign a register of attendance.

The Bidder will be called for the opening of Commercial Bid only when they qualify the Technical Bid.

12. **Offer validity Period:** The offer should hold good for a period of 60 days from the date of the opening of Commercial bid.



13. The Specimen of paper to be utilized for the proposed notice of Extra Ordinary General Meeting (EGM) shall be provided by bidder free of cost.
14. The Copy of the Proof of all the Printing material should be presented well in advance for approval prior to final printing of above items.
15. The Printer is required to submit the soft copy of the notice of Extra Ordinary General Meeting as per the specification of Bank at the time of delivery of notice of Extra Ordinary General Meeting.

16. **Preliminary Scrutiny:** Bank will firstly scrutinize the technical bid to determine their technical eligibility of the bid. Thereafter the Commercial bid will be opened of those bidders who are found technically eligible, in their presence Bank will scrutinize whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.

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

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

17. **No Commitment to Accept Lowest or Any Tender:** Bank shall be under no obligation to accept the lowest or any of the offer received in response to this tender notice and shall be entitled to reject any or all offers including incomplete offers, 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.
18. **Negotiation:** It is essential for the vendors to quote the lowest price at the time of making the offer in their own interest. Bank will entertain any price negotiations, with the lowest quoting vendor, for further reduction.
19. **Right to Alter Quantities:** Bank reserves the right to alter the proposed job plan specified in the tender. Bank also reserves the right to delete one or more items from the list of items specified in tender.
Bank may also modify some of the items.
20. **Repeat Orders:** Bank of Maharashtra reserves the right to place repeat order/s on the vendor under the same terms and conditions within a period of two months from the date of acceptance of first order by the vendor.

21. Sub tendering of the printing job or any part thereof will not be permissible.

22. Conditional offer is liable to be rejected.

23. Payment Terms: Bank of Maharashtra will make payment as follows:

- a. No advance payment will be made.
- b. No interest charges or any other charges shall be payable except the rate quoted for the required number of copies.
- c. No escalation in the rates will be accepted/ entertained .Any fluctuation in number of pages will be paid as per the contract value per page.
- d. In case of delay in performing the allotted job, a penalty of Rs.20000/- per day; will be levied.
- e. Payment would be made on production of acknowledgement slips from Registrar and Transfer Agent (RTA)/Mailer and on satisfactory completion of the work.
- f. In case the acknowledgement Slip as said above not submitted by the vendor, Bank reserves the right to withhold payment of the entire bill for that job. However, the Bank may, at its discretion, decide further course of action
- g. Bank reserves the right to reject payment of invoice in the event of one or more of the following situations in pt. No. 27

24. Order Cancellation

Bank of Maharashtra reserves its right to cancel the order or charge penalty @ Rs.20000/- per day in the event of one or more of the following situations:

- a) Non-delivery of material Notice of Extraordinary General Meeting to Registrar and Transfer Agent (RTA)/ Mailers within the specified time limit.
- b) Serious discrepancy in the Notice of Extraordinary General Meeting printed. Bank's decision on seriousness of the discrepancy will be final.

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

25. Bidders are advised to study the RFP /Tender carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RPF/Tender document with full understanding of its implications.

26. The clarifications / interpretations given by the Bank shall be final.



27. Resolution of Disputes

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

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

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

Annexure A

Technical Specification-Qualification Criteria for the Printer

1. The printer should have printing press at Mumbai.
2. The printer submitting the offers should be having a minimum turnover of Rs. 5.00 crore per year during each of the last two financial years in printing business. This must be the individual Company's turnover and not that of any group of Companies.
3. The printer should have made profits in the last two financial years, A copy of last two financial years' audited balance sheets i.e. for year ended 31.3.08 & 31.3.09 should be submitted with the offer.
4. The printer should have done similar job for at least 2 banks / companies / institutions with minimum 1 lac copies of annual report /notice of Extra Ordinary General Meeting per bank/ company / institution, satisfactorily in the last two years (certificate to be produced). In case similar work is done for Bank of Maharashtra, the satisfactory job completion certificate from the Bank is a must.
5. The printer should have his own printing press with web Machines (minimum 2 in numbers installed).
6. The Printer should not have been blacklisted by any Government or Private Organisation.

Annexure B

Description, Specifications and Scope of work:

Notice for Extraordinary General Meeting 2010

1)	Name of the Job	Printing of Notice for Extraordinary General Meeting 2010
2)	Number of Copies	1.78 lac (One lac seventy eight thousand only)
3)	Size	21 cms X 27.5 cms (close)
4)	Paper	54/58 gsm white cream wove paper. Paper should be purchased by the printer.
5)	Margin	Maximum with a very less margin from all the four sides
6)	Pages	32 pages inclusive of cover.
7)	Binding	Centre pinning
8)	Inside pages	Single colour printing
9)	Art Work and	The Bank will provide the artwork and Bank shall have sole rights of artwork. It can reject the art work.



	DTP and Processing.	Designing, DTP and processing to be done by the printer. Data entry for the Text of Notice will be done by printer. Responsibility of the accuracy will be that of printer only.
10)	Language	Text will be bilingual in Hindi and English
11)	Extra forms	Charges for form of 4 pages of inside text on 54/58 gsm white cream wove paper
12)	Time	Within 7days from date of text material provided to the printer.
13)	Fine	Rs 20000/- every day for delay in completion of job including dispatch
14)	Delivery	To be delivered to the Bank's Registrar and Transfer Agent (RTA) /Mailer situated at Masjid, Mumbai.
15)	Software	Printer should have Hindi Software Akruti. Printer should also have all commensurate software, to enable the Bank to get very smooth and easy printing work without technical hurdles. In the text, Hindi should appear in the beginning and English should appear later.

Annexure C

Commercial Bid - Notice for Extraordinary General Meeting 2010:

The prices should be quoted inclusive of all taxes, levies, VAT, Excise, Sales tax, Service tax, Octroi etc. The specimen of paper to be utilized for proposed Notice for Extraordinary General Meeting 2010 shall be provided by bidder free of cost. The price would cover everything including separation, printing, plate making and paper and all such other things in respect of printing..

Size - 21.0 cms X 27.5 cms

Notice for Extraordinary General Meeting 2010 (54/58 gsm)

Rate per copy of Notice (Including all Taxes) Rs _____

Total Cost of 1.78 lac copies Rs _____

Bank reserves the right to amend this quotation, cancel it and reject the offer without quoting any reason.

Annexure D - Tender offer cover letter

Tender Reference No.:

Dated this _____ day of _____ 2010

To:

The Company secretary,
Investor services Department,
Bank of Maharashtra
Central Office, 1501, Lokmangal,
Shivajinagar,
Pune 411 005

- 1) I/We agree and accept to all the terms and conditions of this RFP/ tender.
- 2) I/We agree and accept to abide by this tender offer till 60 days from the date of opening of the commercial bid and our offer shall remain binding upon us and may be accepted by the Bank any time before the expiration of that period.
- 3) 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.
- 4) I/We understand that the Bank is not bound to accept the lowest or any of the offer the Bank may receive.
- 5) I/We assure /undertake to complete the job within the period of 7 days from the text material provided to me/us.
- 6) I/We declare that our firm/ company has not been blacklisted by any Government or private organizations.
- 7) I/we hereby declare that that the documents, statements and declarations made here are true, complete and correct to best of my /our knowledge and belief. I/we understand that in the event of any information being false or incorrect and not satisfying the eligibility criteria according to the requirements of the Bank my/our bid is liable to be rejected at any stage.

Yours faithfully,

Signature:

(Full name)

(In the Capacity of:) _____

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



Annexure E – Details of the Vendor

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

S. No	Item	Details
1.	Name	
2.	Postal address	
3.	Office address	
4.	Telephone/Mobile and Fax numbers	
5.	Email Address	
6.	Constitution Individual/Partnership/Company	
7.	Name and designation of the person authorized to make commitments to the Bank	
8.	Year of commencement of Business	
9.	Turn over of the company (Audited) (not of group) 2007-08 2008-09 2009-10	
10.	Profit of the company (Auidted) (not of group) 2007-08 2008-09 2009-10	
11.	Sales Tax Number	
12.	Income Tax Number (PAN)	
13.	Brief Description of machinery, facilities for production, inspection, testing and quality assurance	
14.	Names and addresses of the principal bankers with whom major credit facilities (fund / non-fund) are being enjoyed (Also mention names of the banks in consortium, names of the contact officials of the bank, phone & fax numbers etc.)	
15.	Name of Companies /Banks for which similar job work has been done in previous year alongwith specimen copy of annual reports / notice of Extra Ordinary General Meeting	



Annexure - F

Performa for the Bank Guarantee for Earnest Money

BANK GUARANTEE FORMAT

Guarantee for Payment of Earnest Money/

Bank Guarantee no.

Date

Period of Bank Guarantee: Valid upto

Amount of Bank Guarantee: Rs.25,000/-

To,

The Company secretary,

Bank of Maharashtra,

Investor services Department

1501, Lokmangal,

Shivajinagar, Pune 411005.

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

1. Whereas the Beneficiary had invited tenders for printing Notice of Extra Ordinary General Meeting for the year 2010 in newspaper and their editions vide tender No. Notice of Extra Ordinary General Meeting/10 .
2. One of the terms of the tender is that tenderer are required to give a Demand Draft drawn in favour of beneficiary and payable at Pune, (valid for 180 days from the due date of the tender) for Rs.25,000 (Rs. Twenty Five Thousand Only) as Earnest money Deposit (EMD) along with their offer. The Beneficiary may accept Bank Guarantee in lieu of EMD for an equivalent amount issued by any Public Sector Bank, valid for 6 months from the date of issue.
3. M/s XYZ & Co.Ltd. hereinafter referred to as the said 'contractor' have given their offer to print and deliver the Notice of Extraordinary General Meeting 2010 of the Beneficiary and the said contractor are required to deposit the said amount of earnest money (or security deposit) or to furnish bank guarantee.
4. At the request of the said M/s.XYZ & Co. Ltd. the Bank has agreed to furnish guarantee for payment of the said amount of earnest money (or security deposit) in the manner hereinafter appearing :

NOW THIS DEED WITNESSETH that pursuant to the said tender and in consideration of the premises the Bank doth hereby guarantee to and covenant with the Beneficiary that the Bank shall, whenever called upon by the Beneficiary



in writing and without demur and notwithstanding any objection raised by the said agencies, pay to the Beneficiary the said amount of Rs. 25,000 (Rs Twenty Five thousand 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.

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 **31/01/2011**.

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:

- a. The liability of the Bank under this Bank Guarantee shall not exceed Rs.25000/-.(Rupees Twenty Five Thousand only).
- b. This Bank Guarantee shall be valid upto **31.01.2011**.



बैंक ऑफ महाराष्ट्र
Bank of Maharashtra
ONE FAMILY ONE BANK

Investor Services department

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

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

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