

Bank of Maharashtra

REQUEST FOR PROPOSAL

FOR

**DEVELOPMENT AND MAINTENANCE /BEAUTIFICATION / LANDSCAPING OF
LAWN, GARDEN, FLOWER POTS ETC. AT PUNE AIRPORT'.**

PROPOSAL REFERENCE 04/2018



HeadOffice, 'LOKMANGAL'
1501, Shivaji Nagar, Pune –411005

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

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

1. Bid Details

1	Date of commencement of Bidding Process (Posting of Tender Document on Web Site / Publication of Tender)	Date:19.01.2018 Time:10.00 am
2	Pre-Bid Meeting At Bank of Maharashtra Head Office ,1501, Shivaji Nagar, Pune	Date 22.01.2018 Time:03.30 pm
3	Last date and time for receipt of written queries for clarification from bidders	Date: 23/01/2018 Time:3.00pm
4	Date of posting of clarifications on the Bidder's queries	Date: 24/01/2018 (Clarifications shall be posted only on the Bank's website. No individual communication shall be provided to the Bidder)
5	Last date for downloading Bidding Documents	Date:28/01/2018
6	Last Date and Time for Bid Submission of Tender at Bank of Maharashtra, Head office, 1501, Lokmangal, Shivajinagar Pune	Date:29/01/2018 Time:3.00pm
7	Date and Time of Technical Bid Opening	Date:29/01/2018 Time:3.30 pm Representatives of Bidder may be present during opening of Technical Bid. However Technical Bids would be opened even in the absence of any or all of the bidders' Representatives.
8	Place of opening of Bids	Bank of Maharashtra, Head office, 1501, Lokmangal, Shivajinagar Pune - 411005
9	Address for communication:	Dy. General Manager, Resources Planning ,Bank of Maharashtra, Head office, 1501, Lokmangal, Shivajinagar Pune – 411005 E .Mail: dgmpln@mahabank.co.in
10	Contact person	Shri. P.C.Chitodkar Dy. General Manager, Resources Planning Phone – 020-25614285

11	Earnest Money Deposit	Rs. 1,00,000 /- Rs. One Lakh only BY DD favouring Bank of Maharashtra, Head office, Pune . DD drawn on any nationalised bank payable at Pune being amount of EMD should be enclosed along with Technical Bid.
12	Bidder Contact Details	Bidder to Provide following information: 1.Name of the Company 2.Contact Person 3.Mailing address with Pin Code 4.Telephone number and Fax number 5.Mobile Number 6.E-mail
13	Date of Commercial Bid Opening	On a subsequent date which will be communicated to such bidders who qualify in the Technical Bid. Representative of Bidder may be Present during opening of commercial Bid. However, Bids would be opened even in the absence of any or all of the Bidder's representatives.

2. Purpose:

Bank of Maharashtra invites Expression of Interest (EOI) from eligible landscaping agencies for the work of **Development and Maintenance /Beautification / Landscaping of Lawn, Garden, Flower pots etc. at Pune Airport'**.

The total tentative land/garden area to be developed and maintained is **4000 Sqm.** The proposal includes following areas/sectors (also marked in the layout drawings attached with **Schedule I.**

Sector No.	Location	Area
1	Area below city side Terminal building canopy	320 Sqm. (In patches)
2	Air side area of departure building	120 Sqm.
3	Area in front of Terminal building	600 Sqm. (In patches)
4	Area along city side Airforce road (already developed by AAI).	860 Sqm. (In patches)
5	Area at Parking No. 1	1200 Sqm. (In patches)
6	Area at Parking No. 2	900 Sqm. (In patches)
	Total	4000 Sqm. (Tentative)

3. Invitation:

The bidders desirous of taking up the project for supply of above Services for Bank of Maharashtra are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder (L1) will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide Development / improvement / Maintenance of Garden / Lawns / Landscape in the entire premises spread in the of Pune Airport, Pune (including maintenance and development of gardens) services adhering to Bank's requirement outlined in this RFP.

This RFP is not an offer by Bank of Maharashtra, but an invitation to receive responses from the Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of Bank of Maharashtra with the successful Bidder.

The bidders have to submit the Bid covering letter along with documents as per **Annexure-'A'**.

4. Eligibility Criteria:

Bid is open to all Bidders who fulfill the eligibility criteria. The bidders have to submit the details of eligibility criteria as per **Annexure-B.**

5. Disclaimer:

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of Bank of Maharashtra (Bank), is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, add or amend or supplement the information in this RFP. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected/successful Bidder.

The Bank reserves the right to accept or reject any Bid / offer received in part or in full, and to cancel the bidding process and reject all Bids at any time prior to award of the contract, thereby without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action. Bank reserves the right to reject any Bid on scrutiny and / or other considerations without assigning any reason.

Bank reserves the right to cancel the entire Bidding / procurement process at any stage without assigning any reason whatsoever.

6. Earnest Money Deposit (EMD) & Security Deposit

Bidder to submit DD on any nationalised bank payable at Pune for Rs 1,00,000/- (Rupees One Lakh only) being amount of EMD for one time development work and for maintenance work for 3 years as bid Security.i.e the EMD shall be for a period of 3 years till the complete conclusion of contractual obligations

EMD (Demand Draft) should be submitted in the envelope containing technical Bid. Any bid not accompanied with the requisite EMD shall be treated as non-responsive and is liable to be rejected.

The EMD of the unsuccessful bidders will be returned as early as possible. Successful Bidder's EMD will be returned upon the bidder signing the contract and submitting the required Performance Bank Guarantee.

No interest is payable on the amount of EMD.

If EMD is forfeited for any reason, the concerned bidder will be debarred from further participation for the RFPs to be floated by the Bank during the next one year, at the sole discretion of the Bank.

The EMD may be forfeited:

If a Bidder withdraws or amends its bid during the period of Bid validity specified herein: or

If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of contract; or

In case of a successful Bidder, if the Bidder fails to sign the contract with the Bank within a period of 30 days

8. Bidding Document:

- 8.1 Cost of Bidding: The Bidder shall bear all costs associated with the preparation and submission of its bid. Bank will not responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 8.2 Content of Bidding Document
- 8.2.1 The bidding document provides overview of the requirements, bidding procedures and contract terms. It includes Introduction, Instructions to Bidder, and Terms & Conditions of Contract, Eligibility Criteria, Technical Bid and Financial Bid.
- 8.2.2 The Bidder is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid. BANK OF MAHARASHTRA has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders. Furthermore, during the RFP process, BANK OF MAHARASHTRA is entitled to issue corrigendum / addenda to item RFP information relevant to the Scope of Work. Nothing in this RFP or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in the RFP or any addenda.
- 8.3 Clarifications & Amendments:
- 8.3.1 If deemed necessary the Bank may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted. The bidder may be asked to give presentation for the purpose of clarification of the bid.
- 8.3.2 The Bidders requiring any clarification on the bidding documents should submit written queries on or before Date: 23.01.2018 Time: 3.00 pm.
- 8.3.3 At any time prior to the deadline for submission of bids, BANK OF MAHARASHTRA may modify or alter the bidding document by issuing an amendment.
- 8.3.4 Any clarification issued by BANK OF MAHARASHTRA will be in the form of an addendum / corrigendum and will be made available in BANK OF MAHARASHTRA's website – http://Bank_of_Maharashtra.co.in . The amendment will be binding on all bidders. BANK OF MAHARASHTRA, at its discretion may extend the deadline for submission of bids which shall be informed to all through BANK OF MAHARASHTRA's website (procurement news).

9. Bidding Process:

- 9.1 The bids shall be submitted in two separate sealed envelopes, one containing Technical Bid along with DD of EMD and other Indicative Commercial Bid, both to be

submitted together in one envelope. All details with the relevant information / documents / acceptance of all terms and conditions strictly as described in this tender document will have to be submitted. In the first stage, only TECHNICAL BID will be opened and evaluated. Bidders satisfying eligibility criteria and agreeing to comply with all terms and conditions specified in this document will be evaluated for technical specifications. Only those who qualify in the Technical Bid shall be eligible to be considered for Commercial Bid opening and next stage of tendering process. The Commercial Bids of those who do not qualify in the Technical Bid will not be opened and they cannot participate in the next tendering process.

10. Preparation and Submission of Bids:

10.1 The bids prepared by the bidder and all correspondence and documents relating to bids exchanged by the bidder must be written in English.

10.2 Vendor must provide specific and factual replies to specific questions asked in the RFP.

10.3 The bids should be submitted in two separate envelopes 'Technical Bid' & 'Indicative Commercial bid'. Technical bid should comprise of the following documents and placed in a sealed envelope super-scribed as **"TECHNCIAL**

BID FOR PROVIDING DEVELOPMENT / IMPROVEMENT / MAINTENANCE OF GARDEN /LAWNS / LANDSCAPE SERVICES AT PUNE AIRPORT.

The technical bid should consist of the following:

- i. DD of any nationalised bank for Rs.1,00,000/- (Rupees One Lakh Only in favour of Bank of Maharashtra, Pune being amount of EMD.
- ii. A letter on bidder's letterhead mentioning
 - a) Details of EMD submitted, technical competence and experience of the bidder.
 - b) Confirming that the bidder has quoted for all the items / services mentioned in the bid in their commercial bid.
 - c) Supporting documents in respect of Eligibility Criteria as mentioned in **Annexure- B.**

iii. Bidder's information as per Annexure—D on bidder's letter head.

iv. Audited balance sheets and profit and loss account statement for last 3 years i.e. 2014-15: 2015-16: 2016-17

v. A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.

vi. Response to all points of the Technical evaluation format as per **Annexure-C.**

10.4 Bidder should submit indicative commercial bid as per **Annexure—E** of the bid document and the commercial bid should be a complete document and placed in a sealed envelope super-scribed as

" COMMERCIAL BID FOR PROVIDING

DEVELOPMENT / IMPROVEMENT / MAINTENANCE OF GARDEN / LAWNS / LANDSCAPE SERVICES AT Pune Airport.

10.5 Bid prices:

The prices should be specified only in "I Commercial Bid" and must not be specified at any other place in the bid document. The price quoted should inclusive of minimum wages (Central Govt.), EPF, ESIC, Bonus, escalation on account of increase in minimum wages during the contract period of initial

one year and renewable at the same terms and contract period of another one year, including profit, lump sum payment towards the cost such as Insurance, personal protective equipment, tools required, mobile charges, all taxes, uniform, consumables, duties

& statutory levies such as GST etc or whichever tax applicable as per Government of India orders

10.6 Revealing of Prices:

The rates and/or prices in any form or for any reasons should not be disclosed in the technical or other parts of the bid except in the indicative commercial bid and failure to do so would result disqualification and rejection of the bid.

10.7 Pre-Bid Meeting:

The Bank shall organise a pre-bid meeting on 22/01/2018 at 3.30 PM at Bank of Maharashtra Head office, Lokmangal, Pune. All communications regarding points / queries requiring clarifications shall be given in writing to “Dy. General Manager, Resources Planning ” at above mentioned address. The clarification on the quires shall be communicated to the bidders through the Bank’s website www.Bank of Maharashtra.co.in.

10.8 Validity of Bids:

Bid shall remain valid for 90 days from date of submission mentioned at Bid Details. A bid valid for shorter period is liable to be rejected. The bidder may require to give consent for the extension of the period of validity of the bid beyond initial 90 days, if so desired by the Bank in writing or by FAX. Refusal to grant such consent would result in rejection of bid without forfeiture of the EMD. However, any extension of validity of bids will not entitle the bidder to revise / modify the bid document.

10.9 Bid Integrity:

Wilful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the bids with accompanying documents will become property of BANK OF MAHARASHTRA.

10.10 Format and Signing of Bid

10.10.1 The bidder should prepare submission as per minimum eligibility criteria, Technical Bid, Indicative Commercial Bid and other requested information.

10.10.2 All pages of the Bid document should be serially numbered and shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature. The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.

10.10.3 Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them in full.

10.10.4 Bid should be typed and submitted on A4 size paper [font TIMES NEW ROMAN – Font Size 12, spirally bound securely and in serial order. Bidders responding to this RFP shall submit covering letter included with the bid and compliance certification statement required for submission of a proposal.

In the event of the target date for the receipt of bids being declared as holiday for the Bank, the bids will be received till the target time on the next working day. The bank may at its discretion extend the bid submission date. The modified target date & time will be notified on the web site of the Bank.

10.11 Bid Currency:

Prices shall be expressed in Indian Rupees only.

10.12 Late Submission of bids:

Any bid received by the Bank after target date and time prescribed in Bid details will be rejected and /or returned unopened to the bidder at his risk and responsibility.

10.13 Modification and Withdrawal of Bids:

Once bid is submitted no modification is permissible. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity.

11. Opening and Evaluation of Bids:

11.1 Opening of Technical Bid: All the Bids will be opened at the date, time & locations mentioned under the clause Bid Details. The technical bids will be opened in the presence of representatives of the bidders who choose to attend.

11.2 Evaluation process

11.2.1 Preliminary examination:

The bids will be examined by the Bank to determine whether they are complete and whether required bid security has been furnished. A bid determined as not substantially responsive will be rejected. The Bank may, at its discretion waive any minor non-conformity or irregularity in a bid which does not constitute a material deviation.

After opening of the technical bids and preliminary examinations, some or all of the bidders may be asked to make presentation of the solution/ services offered by them.

Any effort on the part of bidder to influence bid evaluation process or award of contract may result in the rejection of the bid.

11.2.2 Technical Evaluation:

Detailed technical evaluation will include, scrutiny of minimum eligibility criteria (as mentioned in **Annexure B**) and technical information submitted as per technical bid format (**Annexure C**).

Bids meeting the eligibility criteria & having complied with the points of Technical Bid and attain minimum technical score shall be qualified for commercial bid opening & evaluation.

11.2.3 Commercial Evaluation:

Bidder should provide final price only.

The envelop containing the Commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting commercial bid set out in **Annexure-E**. The commercial offer should consist of comprehensive Cost for the tendered work. Bidder must provide detailed cost breakdown, for each and every categories mentioned in the commercial bid.

Note: The Bidders should ensure to follow the minimum wages (Central Govt.) Labour act, ESIC, EPF, Bonus, Insurance and all statutory obligations, etc. while quoting the final price. The price quoted are inclusive of minimum wages (Central Govt), EPF, ESIC, Bonus, profit, lump sum payment towards the cost such as Insurance, personal protective equipment, shoes, uniform, consumables, required tools & machineries, all taxes, duties & statutory levies such as GST etc.

11.2.4 Final Evaluation:

The Lowest Bidder as per Commercial Bid L1 will be considered for award of contract.

12. Award & Signing of contract:

Bank will notify successful bidder (L1) in writing by letter in duplicate or fax that its bid has been accepted. The Selected bidders has to return the duplicate copy of the bank within 7 working days duly Accepted, Stamped and Signed by Authorized official in token of acceptance.

The successful bidder shall be required to enter into a contract with the Bank, within 15 days of the award of the tender or within such extended period as may be decided by the Bank along with the letter of acceptance, BG and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof.

Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter and contract should be submitted.

13. Subcontracting

As per scope of the RFP, subcontracting is explicitly prohibited.

14. Cancellation of Contract

The Bank shall have the right to cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of at least one (1) month, without assigning any reason.

15. Liquidating Damages

If contractor fails to perform services in the technical specifications and scope of work with the requisite quality, minimum qualification of the manpower and within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent up to 5% of the monthly bill.

16. Statutory and other Regulations

The Contactor shall comply with all the statutory obligations of the Government of India / State Governments / Municipal Authorities and local authorities and the Bank shall not be liable for any action under the statutes applicable due to non-fulfilment of statutory obligations by the Contract.

17. Arbitration

In case of any dispute or difference arising out of or in connection with the contract between successful bidder and the Bank, the parties shall first endeavour to settle such disputes or differences amicably. If both the parties fail to reach such amicable settlement, all the disputes or differences shall be finally settled by arbitrator as provided herein.

In case of failure of such amicable settlement by the parties, either party may within 28 days of such a failure give a written notice to the other party requiring that all matters in dispute or difference be arbitrated upon. Such written notice shall specify the matters, which are in dispute, or differences, which require to be referred to the arbitrator. A single arbitrator should be appointed by both the parties jointly or in case of disagreement as regards appointment of a single arbitrator, both the parties shall appoint one arbitrator each and the two arbitrators so appointed shall appoint an umpire. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and rules framed there under from time to time shall apply to such arbitrations.

In the event of the Arbitrator or any one of the arbitrators, as the case may be, dying, neglecting, refusing to act or resigning or being unable to act for any reason or the award being set aside by the Court for any reason, it shall be lawful for the parties to appoint another Arbitrator in the manner provided herein above.

The venue of arbitration shall be Pune, India.

The Arbitrator or Arbitrators so appointed under this Schedule shall hold the arbitration proceedings.

The Arbitrator, Arbitrators or Umpire, as the case may be shall give reasoned award in respect of each item of disputes, which shall be final and binding on both the parties.

In case, during the arbitration proceedings, the parties mutually settle, compromise or compound their dispute or difference, the reference to arbitration and the appointment of the Arbitrator or Arbitrators, or Umpire, as the case may be, shall be deemed to have been revoked and the arbitration proceeding shall stand withdrawn or terminated with effect from the date on which the parties file a joint memorandum of settlement thereof with the Arbitrator or Arbitrators or the Umpire, as the case may be.

Governing Law: The contract shall be interpreted in accordance with the laws of the Government of India.

18.1 Inspection:

The Bank shall have the right to inspect duties being performed by the personnel, and the quality of materials used, to ensure that the Contractor is effectively carrying out the obligations under the Maintenance Contract. All questions relating to the performance of the obligations under the Maintenance Contract, and all the disputes and differences which shall arise either during or after the agreement period or other matters arising out of or relating to this agreement or payment to be made in pursuance thereof shall be decided by the Bank, whose decision shall be final, conclusive and binding on the Contractor.

The Bank may also require that the Contractor should get the quality and quantity of material used by him, and the jobs completed / executed by him, certified by an official of the Bank, before the bills related to those items/ jobs are paid by the Bank.

18.2. Powers to Vary or Omit Work

No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful bidder to make any variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any suggested

variations would, in the opinion of the finally selected bidders, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall inform it to Bank to make necessary variation without prejudice to the contract. The finally selected bidders shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If Bank confirms its instructions, the successful bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

In any case in which the successful bidder has received instructions from Bank as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of Bank shall prevail.

18.3 No Waiver of Bank Rights or Successful Bidder's Obligations

Any indulgence, forbearance or waiver granted or shown by the Bank will not prejudice the rights of the Bank nor shall it relieve the successful bidder from carrying out his obligation under the contract.

19. Deduction from Monthly Costs

The Bank reserves right to delete or reduce any item or sanction of the bills before effecting payment in case any complaints regarding quality of services, inefficient service, nonadherence to agreed quality of materials or services have been received or noticed by the Committee comprising of four members specifically constituted for the purpose, without assigning any reason whatsoever and no claim will be entertained in this regard.

The Contractor shall reimburse the Bank all costs, charges, damages or expenses which the Bank may have paid, (which the contractor is obliged under this Maintenance Contract to pay) within 30 days upon written request of the Bank, failing which such costs, charges, damages or expenses including statutory payments, if any shall be deducted / recovered / set off by the Bank against the bills raised by the Contractor or from any money due or becoming due to the Contractor under the Maintenance Contract or may be recovered by action under law or otherwise from the Contractor or by invoking the Bank Guarantee furnished by the Contractor.

20. Period of Contract:

Initial period of the contract is 03 (three) year. After initial contract period of three years, the contract may be renewed on the same terms and conditions for a further period of three years, at the discretion of the Bank.

21. Commencement Period:

The work has to be commenced immediately on award of the contract in favour of the successful bidder. If the Contractor delays the commencement of the work for more than 7 days after award of the contract or such exceeded time as may be intimated to the successful bidder, the Bank will be at liberty to cancel the award of contract without giving any notice. Failure to commence the contract within the above period will lead to forfeiture of the EMD amount.

22. Manpower, Wages, etc.

- ☐ The contractor should ensure to comply with all the provisions of Labour Act / State /Central Govt. Agreed procedures. The Contractor shall be solely responsible for compliance of provisions of Various labour and industrial laws and all statutory obligations such as minimum wages as per Central Govt. Rules, allowances, compensations, EPF, Bonus, gratuity, Insurance, ESIC, etc. relating to personnel engaged by them. The Bank shall have no liability in this regard.
- ☐ The Contractor should obtain necessary labour license form statutory authorities for deploying man power.
- ☐ All personnel provided by the Contractor will be on the payrolls of the Contractor / Company and there will be no Employee and Employer relationship between the personnel engaged by the Contractor and the Bank.
- ☐ That the Contractor will not sub-contract or permit any other person to perform any of the work or services agreed to without prior written permission from the Bank.
- ☐ The Contractor shall ensure the availability of a reliever for weekly off and a substitute is provided if a person is absent. The Contractor should arrange for replacing his workmen to give weekly off to his workmen as per the labour rules.

23. Safety, Security, etc.

- ☐ That the Bank shall not be liable for any compensation in case of any fatal injury / death caused to any of the Contractor's employees while performing / discharging their duties/ visiting Pune Airports premises for inspection or otherwise.
The contractor shall alone be fully responsible for safety and security & insurance or life insurance of their personnel who are engaged for maintenance work.
- ☐ In no case, safety norms shall be violated.

- ☐ The Contractor agrees that its personnel shall comply with security regulations in effect from time to time at Pune Airports premises. The Contractor alone shall be fully responsible for safety and security & insurance or life insurance of their personnel.
- ☐ The Contractor should issue valid Company identity cards to all their staff personnel who will be providing services under this contract.
- ☐ The Contractor shall provide and ensure that the personnel engaged by them wear protection gears like safety shoes, hand gloves, fully body safety belts, ladders, etc.
- ☐ The Contractor shall ensure to get the police verification for all the manpower deployed by them and the contractor should ensure that the manpower deputed should bear good character and conduct.
- ☐ The contractor shall be responsible for the good conduct and performance on the part of his personnel and the contractor shall be deemed, for all legal and contractual purposes, the employer of the said personnel engaged by him and such persons shall not have any claim for employment in the Bank in whatsoever and howsoever manner or in any connection therewith against Bank now or at a future date. The contractor will at the request of the authorized officer of the Bank / Establishment will remove from the work place any person engaged by him for the services, who may be unsuitable or incompetent or whose conduct is not trustworthy or who misbehaves and / or is not courteous, polite with the employees of the Airport Authority of Pune or it's customers. The contractor should undertake to thoroughly verify the antecedents, addresses, qualifications, character, family background and technical qualification etc of its personnel.
- ☐ The Contractor shall ensure that necessary tools and equipment are always available for the purpose of attending repairs on emergency basis.
- ☐ The contractor is required to maintain First Aid kits for use whenever it becomes necessary.

.Termination of the Contract

The Bank reserves the right to terminate the agreement in case of breach of any terms and conditions of this agreement by the Contractor, by giving one month notice. The Bank also reserves its right, to claim damages for such breaches and the decision of the bank in this regard shall be final. Bank can terminate the agreement if the services provided by the Contractor are found to be unsatisfactory. Delivery of the services and performance of the services shall be made by the contractor in accordance with the time schedule and other terms and conditions as specified in the RFP. Any delay in performing the obligation/ defect in performance by the contractor may result in imposition of liquidated damages, invocation of Performance Bank Guarantee and /or termination of contract.

26. Force Majeure

Neither party shall be liable for delay in performing obligations if the delay or failure is due to any of the following force majeure i.e. Act of God or any Government Act, fire, earthquake, explosion, strikes/ Bandh, civil commotion or anything beyond the control of either party. The party shall make all reasonable endeavours to minimize any such delay.

27. Governing Language

The contract and all correspondence / communications and other documents pertaining to the Contract, shall be written in English.

28. Signing of Agreement of Maintenance Contract

This tender document shall be the basis for the Maintenance Contract to be entered with the successful tenderer and the offer shall be strictly in line with the terms specified herein. No deviation from the terms and conditions specified shall be acceptable. For this purpose, the tenderer shall submit all the documents as specified in this tender **duly signed and stamped on each page** as a token of acceptance.

DESCRIPTION OF THE ESTABLISHMENT & SCOPE OF WORK

Development / improvement / Maintenance of Garden / Lawns / Landscape in the entire premises spread in the entire 4000 sqmt of Pune Airport.

1. JOB DISCRPTION – DEVELOPMENT / IMPROVEMENT / MAINTENANCE OF GARDEN / LAWNS / LANDSCAPE

1. JOB Description for initial landscape (Hardscape / Softscape) development activity

Sr.no	Activity
	Landscape works will include the following activities of hardscape and softscape
1	Total landscape Area 4000 SQM
a.	Excavate , remove and carting of old soil and debris to required depths for shrub plantation as per site conditions
b.	Supply and filling of Soil mix with manure and fertilisers for shrub plantation and ground cover plantation to required depths for shrub and other plantation types
c.	Civil / Fabrication works as per site requirement and design specifics: PCC , Brick work and plastering, Tile / Granite works, repair and painting of existing planters, breaking of existing walls to create steps , foundation work for signage boards , fabrication works with ropes, ferrocrete repairs works, plumbing and storage tank works
d.	Supply of shrubs, trees and ground covers with labour for plantation activity in planters as shown in layout (sizes should be such that the plants are well settled and grown to desired standards at time of plantation)
e.	Necessary Plumbing points at different sectors with pump, storage etc

Nature of work for Annual Maintenance Contract – Contract period 3 years

Sr.no	Activity
	Landscape Maintenance works will include the following activities
1	Total Area 4000 SQM
a.	Supply of man power to maintain the landscape areas
b.	Housekeeping of the areas
c.	Watering of the areas as required using water made available at site
d.	Deweeding, shaping , cutting, pruning
e.	Lawn mowing
f.	Topping with soil, manure and fertilisers

g.	Supply and maintain required tools for proper maintenance of landscape
h.	Spraying of insecticides and pesticides as and when required

1.1 Development / improvement / Maintenance of Garden / Lawns / Landscape spread in the entire **4000 sqmt of Pune Airport.**

1.2 Entire Horticulture works shall be carried out during the working hours. The contractor shall also deploy manpower in shifts for watering in summer season as well as at times as and when required and directed by the Bank.

1.3 The contractor shall keep at site well versed and experienced Malis/Supervisor to perform the activities and also co-ordinate with the officials of the Airport Authority of Pune as per instruction of Bank.

2. .OTHER MISCELLANEOUS WORKS

Development / improvement / Maintenance of Garden / Lawns / Landscape in the entire premises spread in the entire 4000sqmt of Pune Airport (as per direction of the Bank with labour, materials, tools, implements & plants).

a) Lawns

Forking the ground, cutting the grass, top dressing, watering, de-weeding, light rolling, moving with lawn movers, manuring with okhla manure, compost, Bio chemical fertilizer including renovating dried patches, applying antitermite bio chemicals, bio insecticides, etc. all complete at the scope of the Contractor.

b) Garden, Seasonal Flower plants, Beds and Nursery:

Tilling the ground, rotation of soil, removing and disposal of weeds and wild growth, top dressing, watering, cutting, pruning, removing of fallen / old leaves and unwanted growth, seed sowing of approved quality and species, growing, seedling, transplantation of seedlings to various beds, nurturing and growing flowers and leaves, grafting, manuring with dump manure, compost, Bio chemical fertilizers, applying anti-termite bio chemicals, bio insecticides, supporting the growing plants with split bamboo supports, providing temporary sheds over the sensitive plants, all as per approved samples, dosage and quality complete.

c) Shrubs, Trees, Ground Covers, Shade loving plants / Foliges and Creepers:

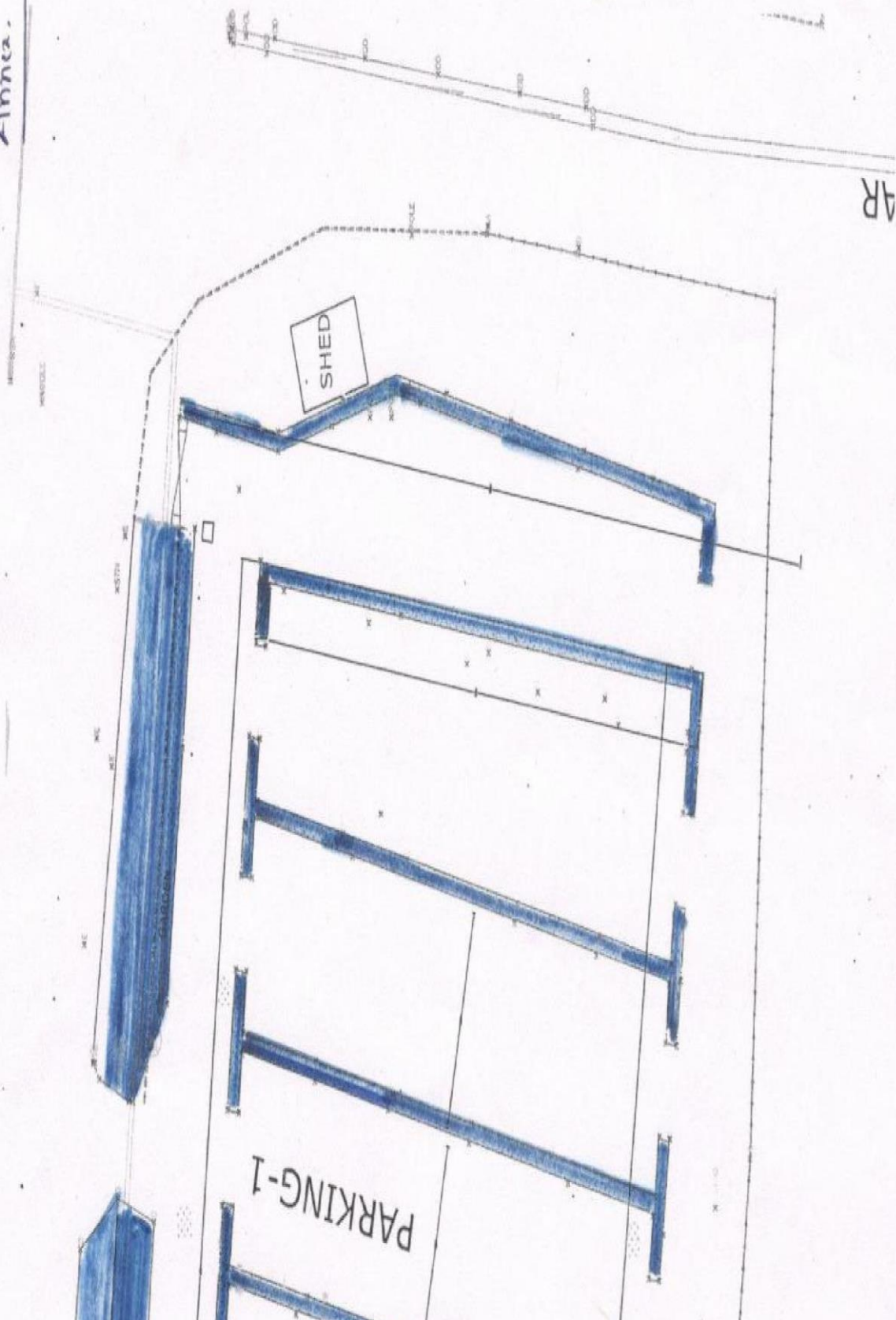
Hoeing the ground, removing and disposal of weeds / wild growth from the surroundings, watering, cutting, pruning, removing dead / old leaves and unwanted growth, measuring, applying anti-termite bio-chemicals and bio -insecticides, fumigating as and when required, replacing worn-out creepers supports, renovating barren strips of hedges, shrubbery etc. all complete.

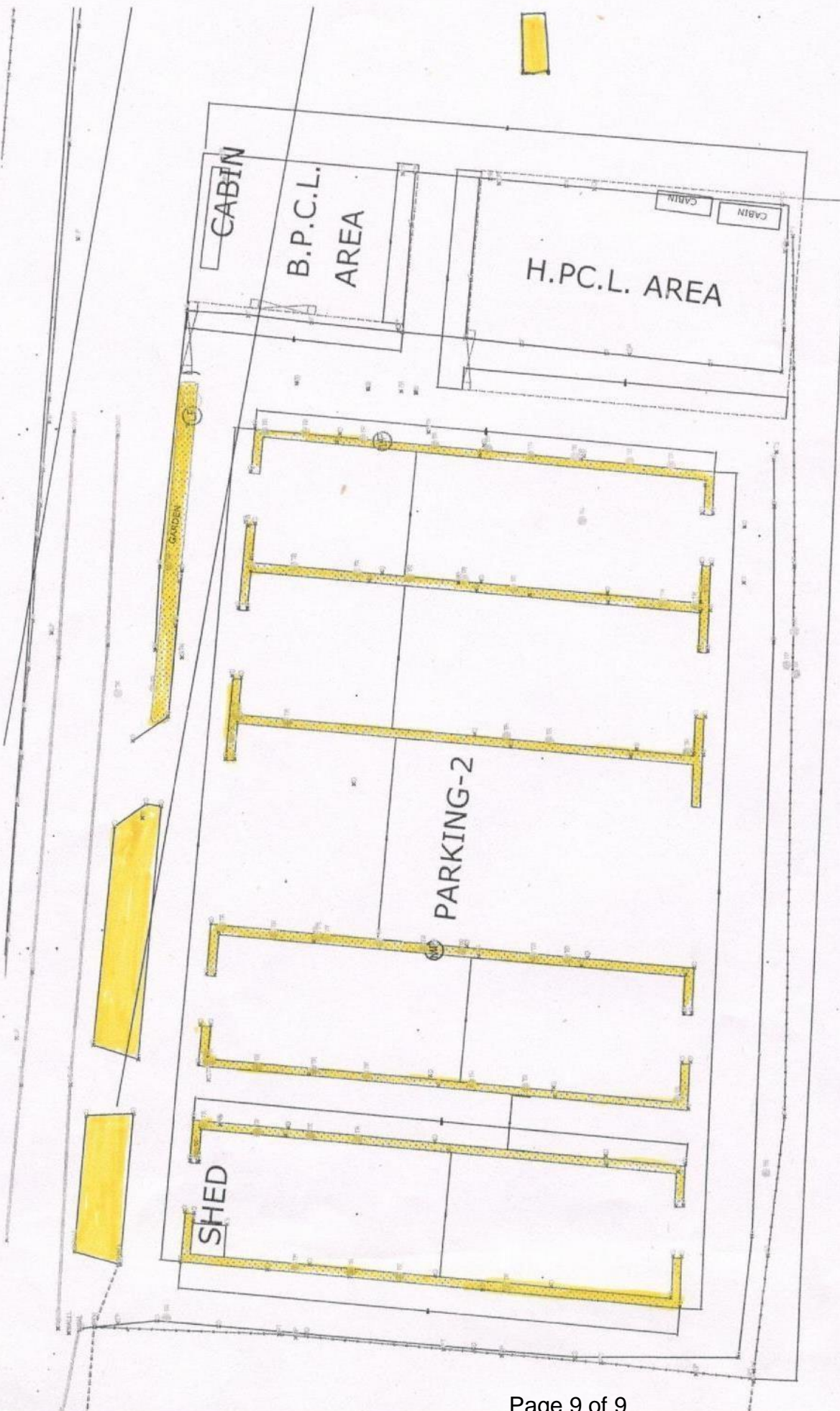


Annex. B

Annex. E

SECTOR
5





SCHEDULE II

Special conditions of the Contract

1. Development / improvement / Maintenance of Garden / Lawns / Landscape in the entire premises spread in the entire 4000sqmt of Pune Airport
2. The Contractor shall engage required employees including supervisors for Development / improvement / Maintenance of Garden / Lawns / Landscape in the entire premises spread in the entire 4000sqmt of Pune Airport. The Supervisor preferably a Diploma Holder in Agriculture / Horticulture.
3. The Contractor will be responsible to attend to all complaints / requirements within the purview of the contract. The Contractor has to take up the works as suggested by the Chief Manager, Marketing and Publicity. The Contractor will be solely responsible for the safety and welfare of the workers employed by the Contractor at Pune Airport Premises.
4. The Contractor shall engage sufficient number of trained employees for the Development / improvement / Maintenance of Garden / Lawns / Landscape in the entire premises spread in the entire 4000 sqmt of Pune Airport. The Contractor shall ensure that they observe cleanliness and wear neat and clean uniforms with plastic Name Badges, identity cards with photographs and that they are courteous, polite and prompt while rendering efficient service in their respective areas. The Contractor shall have full control over the employees engaged by him. The Contractor shall give necessary guidance and directions to his employees to carry out the jobs assigned to them. The Contractor shall also be responsible for the payment of their wages and other statutory dues to his employees, to which they are entitled under the applicable laws. All liabilities arising out of violation of local laws and / or central laws shall be the responsibility of the Contractor.
5. The Contractor shall be responsible for any loss due to theft / pilferage of / damage to the Airport property, including any portion of the building under the Contractor's occupation, or the fittings, fixtures, furniture or other equipments entrusted in his charge, or any property belonging to the trainees / guests, when such loss / damage is, in the Bank's opinion, caused due to negligence or carelessness or any fault on Contractor's part or that of his representative or any of his employee, he shall be liable to pay to the Airport such amount in respect of such damage as may be assessed by the General Manager Resource Planning or any other officer authorized in this regard. Accordingly, the Contractor shall ensure that the character and antecedents of the personnel to be engaged has been verified through the appropriate authority and they have unblemished past records.
6. All consumable material viz., Bio Fertiliser, Bio Pesticides, tools and equipment required for day-to-day Development / improvement / Maintenance of Garden / Lawns / Landscape in the entire premises spread in the entire 4000sqmt of Pune Airport will be provided by the Contractor and these shall be of best quality and approved by the Airport authority of Pune.
7. The Contractor shall be responsible for proper maintenance of all Registers, Records and Accounts as required under the applicable laws/ statutory provisions and or

Rules/Regulations framed there under. The Contractor shall be responsible for maintaining record pertaining to payment of Wages Act and also for depositing the P.F. contributions, if required, with authorities concerned.

8. The Contractor shall be responsible for all the claims of his employee's and the employees of the contractor shall not make any claim whatsoever against the Bank or Airport Authority of Pune
9. The Contractor shall engage fully trained and adequately experienced workmen, who are medically fit. They should be free from all infectious diseases
10. The contractor shall obtain adequate insurance policy/policies in respect of his workmen to be engaged for the work, towards meeting the liability of compensation arising out of death/injury/disablement at work etc. The contractor shall provide weekly off/holidays to his workmen as per applicable laws/ labour laws but it will be his responsibility to ensure uninterrupted services on all days.
11. The contract shall be terminated by efflux of time or earlier, by one month's notice at the option of the Bank. The Contractor shall have the option to terminate the agreement after giving three months' notice to the Bank of such termination. If during the currency of the contract, any Government notification prohibits employment of contract labour for Development / improvement / Maintenance of Garden /Lawns / Landscape in the entire premises spread in the entire 4000 sq mt of Pune Airport, the contract shall come to an end forthwith and no compensation shall be paid or payable to the Contractor. Besides, if the contract is terminated as stated above the Contractor shall be entitled to the payment for the work already performed up to the date of termination.
12. The Contractor shall undertake to bear all taxes, rates, charges, levies or claims whatsoever as may be imposed by the Central / State Government or Local Body or Authority.
13. In case the Contractor, or any of his employees, fails to fulfil his obligations for any day or any number of days, to the satisfaction of the Airport authority of Pune and bank, for any reason whatsoever, he shall pay by way of liquidated damages up to a sum of amount which Airport authority of Pune had claimed from the Bank and the bank shall without prejudice to its other rights and remedies, shall be entitled to deduct such damages from the money, if any, payable to the Contractor.
14. All questions relating to the performance of the obligations under this agreement and all the disputes and differences, which shall arise either during or after the agreement period or other matters arising out of or relating to this agreement or payment to be made in pursuance thereof, shall be referred to the Bank whose decision shall be final, conclusive and binding on the parties to this agreement.
15. The Contractor shall bear all the costs and expenses in respect of all charges, including stamp duty, registration etc. of this agreement and/or any other documents/agreements, which are required to be executed.

16. The Contractor shall be paid at monthly intervals upon presenting his bill (s) and evidence of deposit proof of work carried out subject to imposition of penalty for defects / deficiencies as agreed.
17. The Contractor shall provide the machinery required along with other implements required for Development /improvement / Maintenance of Garden / Lawns / Landscape in the entire premises spread in the entire 4000sqft of Pune Airport, of the garden/lawn/landscape as per the conditions of the contract.

Schedule III

INDICATE OF LIST OF MATERIALS TO BE USED PER MONTH

**LIST OF MATERIALS TO BE USED PER MONTH FOR LANDSCAPE
MAINTENANCE ACTIVITY**

Sr.no	Description of Material	Approximate quantity / month
a.	Decomposed farm yard manure	½ brass
b.	Good quality poyata soil	1 brass
c.	Organic fertilisers	5 bags per month
d.	Insecticides and pesticides as per site requirement for preventive maintenance or infections on plants if any	Medicines as per climatical conditions and infections if any

The Contractor has to maintain the register for the above materials and the date of applying of bio fertilisers, bio chemicals, bio pesticides, fungisides, manures, compost, vermi compost, anti termite treatment materials, etc. This register is to be submitted to the Chief Manager (Marketing and Publicity) along with the monthly bills.

Bid Covering Letter: To be submitted by the bidder along with Bid documents

To,

Chief Manager
Marketing & Publicity
Head office, 1501, Lokmangal
Shivaji Nagar Pune - 05

Sir,

Our Bid for _____

We submit our Bid Document herewith. We understand that

1. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.
2. Bank may follow close or open bidding process as per requirement of the Bank.
3. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form.
4. If our Bid is accepted, we are to be jointly responsible for the due Performance of the contract.
5. Vendor means the bidder who is decided and declared so after examination of commercial bids.

II CERTIFICATE:

I/We read and understood all conditions and requirements of Bank of Maharashtra for providing services for Development / improvement / Maintenance of Garden /Lawns / Landscape in the entire premises spread in the entire 4000sqmt of Pune Airport..

Yours faithfully,

For:

Signature:

Name:

Seal of Company

2. Qualification criteria:

- a) Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

Sr.No.	Eligibility Criteria	Documents to be submitted
1	The bidder must be a Firm / Proprietary / Company registered Under Companies Act. Having registered office in Pune with an experience of minimum 5 years in the field of Development / improvement / Maintenance of Garden / Lawns / Landscape and minimum 5 continuous years of experience of Airport maintenance in India	In case of Proprietary, copy of the GST Registration certificate / In case of firms Copy of the firm registration Certificate / In case of company copy of certificate of incorporation issued by Registrar of Companies and full address of the registered office.
2	Handled minimum 3(three) single completed annual contracts in Commercial / Government / Public Sector undertaking for Development / improvement / Maintenance of Garden / Lawns / Landscape in Pune city with each contract having value of not less than Rs 10,00,000/- .	Copy of the work order and work completion certificates (not older than 5 year) issued by the principal Employers specifying the below criteria for the works carried out. 1. Scope of work. 2. Contract value. 3. Area of the building. 4. No. of staff deployed by the contractor for the contract. 5. Period of the contract for completion 6.Monthly payment Note: (i)Renewal of annual contracts shall be considered as a single contract. (ii)Copy of agreement is to be enclosed.
3	The bidder should have a minimum average annual turnover of Rs 1 Cr. for the previous three years (as on 31-03-2017). Audited / Certified Balance Sheet (by Chartered Accountant) for the years 2014-2015, 2015-2016 and provisional / audited Balance sheet for 2016-2017, establishing the turnover criteria should be submitted.	Copy of the audited P& L Account and Balance Sheet duly Certified by the Chartered Accountant.

4	Handled Annual contracts for Development / improvement / Maintenance of Garden / Lawns / Landscape Services in three individual commercial / Government / Public Sector undertakings having Garden area of not less than 4,000 sq.ft. at each site located in Pune City.	Copy of the Work order and work completion certificates issued by the principal Employers specifying the below criteria's for the works carried out during the period from <u>01/11/2010</u> to 31/10/2017.
		<ol style="list-style-type: none"> 1. Scope of work. 2. Contract value. 3. Area of the building. 4. No. of staff deployed by the contractor for the contract. 5. Period of the contract for completion.
5	Bidder should have Office in the Pune	Address Proof of the firm should be submitted.

Note:- A copy of the Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

Signature
Seal of Company

Annexure –C.

TECHNICAL BID EVALUATION (MATRIX)

Evaluation Information

The bidder should fill the table below and submit documentary evidence for all the particulars mentioned hereunder:

TECHNICAL BID EVALUATION

Sr. No.	Particulars	Marks	To be filled up by the Bank	Documents attached [Yes/No]. If Yes, state the nature of documents(s).
1	Average annual turnover of the Company as per Audited Balance Sheets as on 31 st March <u>2015</u> , <u>2016</u> and <u>2017</u>			
	>1.00 crores	10		
	>1.00 crores but <=0.50 crores	8		
	>0.50 crores but <=to 0.30 crores	6		
	>0.30 crores but <=0.25 crores	4		
2	Area in square feet serviced in any single organization for Development / improvement / Maintenance of Garden / Lawns / Landscape services contract in commercial / Govt / PSUs located at Pune <u>01/11/2010</u> to <u>31/10/2017</u> .			
	>0.20 lac sq.ft.	10		
	>0.20 lac sq.ft. but <=0.10 lac sq.ft.	8		
	>0.10 lac sq.ft but <=0.05 lac sq.ft.	6		
3	No. of Employees on payroll in Development / improvement / Maintenance of Garden/Lawns/Landscape as on <u>31/10/2017</u> .			
	>50	10		
	>50 but <=25	8		
	>25but <=15	6		
	<=15	4		

4	Number of years of experience in Development / improvement / Maintenance of Garden / Lawns / Landscape services			
	>= 10 years	10		
	>=8 but <10 years	8		
	>=5 but <8 years	6		
5	Latest ISO Certification			
	Available	2		
	Not Available	0		
6	Whether the Bidder had provided services in			
	Govt./PSU +Private	5		
	Govt./PSU	4		
	Private	3		
7	Constitution			
	Public Ltd.	5		
	Private Ltd.	4		
	Partnership	3		
	Others	2		
8	Value of single largest annual contract in the past seven years (_____) Development / improvement / Maintenance of Garden / Lawns / Landscape services in Commercial/ Govt / PSUs located at Pune			
	>0.25 Cr	5		
	>0.25Cr but <=0.15Cr	4		
	<=0.15 Cr	3		
9	Complaint registration and response			
	(a)Online (electronic, web-based) system available with the Contractor	3		
	(b) Manual system available with the Contractor	1		
	(c) No system used by the Contractor	0		

Maximum Score for Technical Bid Evaluation: 60 marks

Minimum marks required for qualifying in the Technical Bid Evaluation: 25 Marks

BIDDER DETAILS

Details of the Bidder

1. Name
2. Date of Incorporation and / or commencement of business
3. Certificate of incorporation
4. Brief description of the Bidder including details of its main line business
5. Company website URL, if any
6. Particulars of the Authorized Signatory of the Bidder
 - a. Name
 - b. Designation
 - c. Address
 - d. Phone number (Landline)
 - e. Mobile Number
 - f. Fax Number
 - g. Email Address

Signature

Seal of Company

COMMERCIAL PRICE BID

NAME OF THE WORK: DEVELOPMENT / IMPROVEMENT / MAINTENANCE OF GARDEN / LAWNS / LANDSCAPE IN THE ENTIRE 4000SQMT OF PUNE AIRPORT.

1. Development

Sr.no	Description	Billing unit	Amount (INR)
a.	Providing development/ improvement of hard scape works including excavation and carting, civil works, painting, fabrication works, granite and tile works, plumbing works, water storage works, fabrication works AND soft scape works including supplying soil , manure, fertilisers, shrubs, ground covers, trees and lawn as one time development / revamp activity	4000 SQM	

2. Annual Maintenance Contract

Sr.no	Description	Billing unit	Amount (INR)
a.	Providing Manpower and executing maintenance activity as per job description	4000 SQM	
b.	Cost towards maintenance material requirements per month as listed in Schedule III		

GST excluded price to be mentioned

Dated this _____ day of _____ 2018

For and on behalf of _____
(With seal)

Signature_____

Name_____

Designation_____

PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of month of _____ 2018, between on one hand, Bank of Maharashtra through authorized official Shri. _____, Dy. General Manager, Resources Planning, Bank of Maharashtra (hereinafter called the "BUYER", which expression shall mean and include unless the context otherwise required, his successors in office and assigns) of the First Part and M/s _____ represented by Shri. _____ Chief Executive Officer (herein called the "BIDDER/Seller" which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment's/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency/LLP, constituted in accordance with the relevant law in the matter and the BUYER is a Information Technology Department of Bank of Maharashtra

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said Equipment/product/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER:

- 1.1. The BUYER undertakes that no officials of the BUYER, connected directly or indirectly with contract will demand, take a promise for or accept directly or through intermediaries any bribe, consideration gift reward favor or any material or immaterial benefit or any other advantage from the Bidders either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation contracting or implementation process related to the contract.
- 1.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage that particular BIDDER in comparison to other BIDDERS.

- 1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

COMMITMENTS of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe gift consideration reward favor, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with bidding process, or to any person organization or third party related to the contract in exchange for any advantages in the bidding, evaluation contracting and implementation of the contract.
 - 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees brokerage or inducement to any officials of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with Government.
 - 3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, In connection with bid/contract.
 - 3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator and not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession facilitation or recommendation.
 - 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payments he has made is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - 3.7. The BIDDER will not collude with other parties interested in the contract impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
 - 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.

- 3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
The term 'relative; for this purpose would be as defined in Section 6 of the Companies Act 1956
- 3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1. While submitting commercial bid, the BIDDER shall deposit an amount Rs. 1.00 Lakh) as Earnest Money Deposit/ Security Deposit, with the BUYER through any of the following instruments:
- 5.1.1.** Bank Draft or Pay Order in Favor of **Bank of Maharashtra**
- 5.1.2.** A Confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demure whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- 5.1.3.** Any other mode or through any other instrument (to be specified in the RFP)
- 5.2. The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4. No interest shall be payable by the BUYER to the BIDDER in Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations:

6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by its or action on its behalf (Whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required :-

- 6.1.1. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- 6.1.2. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assigning any reason therefore.
- 6.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 6.1.4. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Buyer in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 6.1.5. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- 6.1.6. To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- 6.1.7. To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- 6.1.8. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- 6.1.9. In cases where irrevocable letter of credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened
- 6.1.10. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanctions for violation of this Pact.

7. Fail Clause:

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

8. Independent Monitors:

8.1. The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Address of the Monitors to be given).

- 8.2. The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.
- 8.3. The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- 8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6. The BIDDER(s) accepts that the Monitors has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his pocket documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontract(s) with confidentiality.
- 8.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8. The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correction problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of an provisions of this Pact or payment of commission the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER

11. Other Legal Actions:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings

12. Validity:

- 12.1. The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period whichever is later, in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2. Should one or several provisions of this pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties herby sign this Integrity Pact at _____ on _____

BUYER
Name of the Officer:
Designation:
Dy. General Manager
Bank of Maharashtra

(Office Seal)

Place _____
Date _____

Witness:
1 _____
(Name & Address) : _____

2 _____
(Name & Address) : _____

BIDDER
CHIEF EXECUTIVE OFFICER
(Office Seal)

Witness:
1 _____
(Name & Address) : _____

2 _____
(Name & Address) : _____