



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

TENDER FOR SHORTLISTING OF ELECTRICAL AUDITOR

BANK OF MAHARASHTRA **NASHIK ZONE**

TENDER DOCUMENT FOR" ELECTRICAL AUDIT OF PREMISES OF BANK OF MAHARASHTRA BRANCHES IN NASHIK ZONE "

- Date of Issue:04/07/2022
- Site Visit :05/07/2022 to 15/07/2022
- Pre bid Meeting :22/07/2022
- Last date of submission:25/07/2022
- Date of opening (technical bid):30/07/2022
- Tender Fees : Rs.1000/-(DD in favor of Bank of Maharashtra)
- EMD : Rs. 5000/-(DD in favor of Bank of Maharashtra)



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1. TENDER NOTICE

Sealed tenders are invited in two Bid format (one part technical & other part financial) for "ELECTRICAL AUDIT OF PREMISES OF BANK OF MAHARASHTRA BRANCHES IN NASHIK ZONE" from reputed agencies/individuals who have executed similar nature of works in any Central Govt./State Govt./PSU/Autonomous bodies and other Govt. Departments, as per schedule of work and General Terms & Conditions:

1. Name of Work : " ELECTRICAL AUDIT OF PREMISES OF BANK OF MAHARASHTRA IN NASHIK ZONE"
2. Date of issue of tender :04/07/2022
3. Pre Bid meeting :22/07/2022
4. Last date of submission of tender :25/07/2022
5. Date of opening of tender :30/07/2022
6. Tender Fees : Rs.1000/- (DD in favor of Bank of Maharashtra)
7. EMD : Rs. 5000/- (DD in favor of Bank of Maharashtra).
8. Time for completion of job: **45 days** from the date of acceptance of offer.
9. The agency shall visit/examine the site for each unit as per given time schedule or prior appointment and submit duly filled & signed Annexure-II.
10. The bidder shall attach copy of GST registration number.
11. The bidder shall attach copy of agency/company RTGS details.
12. Tender fees & EMD shall be waived off to MSME vendors registered in appropriate category only. The bidder will not withdraw his/their tender after opening of technical bid and if done so; his/their EMD may be forfeited.
13. The bidder will not sublet the work (if awarded to his/their bidder) and if it does so; the penalty shall be payable by his/their bidder as may be decided by the Bank.
14. The offer shall remain open for at least 120 days from the date of opening of Price Bids. The Earnest Money shall be accepted only in the form of Demand Draft/Pay order drawn in favor of "Bank of Maharashtra" & payable at NASHIK ZONE, failing which the bid will summarily be rejected.
15. In case of any queries at any stage of tender bidder may contact the following
Name: Vijay Gaikwad/Manish Dixit
Email:ritc_nas@mahabank.co.in /gad_nas@mahabank.co.in
Contact No.9503133023/9975367252

DEPUTY ZONAL MANAGER
NASHIK ZONE



2. INFORMATION TO BIDDERS:

1. Tenders received without EMD, Payment receipt of Cost of Tender Documents and supporting documents shall be summarily rejected and such bidder's technical & price bids **shall not be opened**.
2. Bank reserves their rights to accept any or to reject all the tenders in part or whole without assigning reasons thereof and no correspondence shall be entertained in this regard.
3. The Bidder shall sign and stamp each page of the tender document thereby ensuring that he has read and understood the requirement and the terms of the tender. Tender documents without seal and signature of the authorized bidder shall be rejected.
4. The information required should be neatly typed in **each and every columns and row** of the Formats. The tender received with "partly filled formats" not containing desired information in each and every columns/points/row of various annexures shall be treated as INCOMPLETE and such applications shall be **summarily rejected without any reference to the bidder and at the bidder's risk and responsibility. Hand written bids shall be summarily rejected.**
5. The bids shall be sent in two bid format one envelope containing technical bid along with DD of EMD and tender fees, the second part containing the price bid.
6. The bidders are categorically advised to refrain from mentioning the remark **"AS PER ATTACHEMENT/ENCLOSURES"** in their applications and annexures to avoid rejection of their applications.
7. Conditional tenders shall be summarily rejected.
8. Bidders quoting abnormally low rates shall be summarily rejected after opening price bid as per CVC guidelines Dated 06.02.2020.
9. The Bank of Maharashtra also reserves the right to negotiate or partly accept any or all the tenders received without assigning any reason thereof. Tenders, which do not fulfill all or any of the above condition and conditions mentioned in the tender documents or are incomplete in any respect, are liable to be rejected. Any discrepancies, omissions, ambiguities in the tender documents for any doubts as to their meaning should be reported in writing to the office of the Zonal Manager Nashik Zone. And if any such aforesaid discrepancies, omissions, ambiguities in the tender documents is accepted than necessary corrigendum will be issue accordingly.



3. ELIGIBILITY CRITERIA:

1. The person agency/individual must have **5 years of experience in field of Electric Audit.**
2. The person conducting electrical audit must hold degree in bachelor of Electrical Engineering and must be a certified Electrical Energy Auditor registered with **Bureau of Energy Efficiency.**
3. Bidder should have valid Registration of PAN, GST, ESI, PF, income Tax clearance certificate etc.
4. The bidder should have average annual turnover of more than Rs. **05 lakhs** during the last three financial years i.e. FY 2018-19 ,2019-20 & 2020-21 (Valid CA certificate to be enclosed)
5. The bidder should be a profitable agency & should have shown the **profits** in each of last three financial years i. e. FY 2018-19 ,2019-20 & 2020-21 (Valid CA certificate to be enclosed)
6. Must have completed Electrical audit of at least one establishment with sanctioned load of atleast **500 KW** in past three years. (enclose satisfactory work completion certificate mandatory).
7. Must have successfully conducted Audit of atleast 5 establishments in 3 years of reputed PSU/PSB/Govt agencies listed under Central or State Government (enclose satisfactory work completion certificate mandatory).
8. The bidder should not have been blacklisted by any PSU Bank or enterprise /Private Bank/NBFC/Co-operative Bank/Govt. department during last 05 years. A written undertaking has to be given by the bidder. **A written undertaking has to be given by the bidder on their letter head.**
9. **Completion Certificate:** Bidder shall submit the completion certificate for above Sr No.4 mentioning the scope of part/full related Electrical Audit, Final bill amount, year, duration of work from the competent authority of client. No completion certificate from any Consultant will be considered. Only Work Order document will not be considered as a proof of completion of Work. Any proof of Bill amount transactions will not be considered as a completion certificate.



4. TECHNICAL EVALUATION OF BIDDERS

S No.	Particulars	Details			
1	Name of Organization				
2	Address for Correspondance				
3	Telephone Numbers				
4	Year of Establishment				
5	Status of firm whether Company/Propreitor etc				
6	Registration Details of firm(Reg No. /Validity etc)				
7	Available Manpower				
8	Sales Tax No.				
9	VAT No.				
10	TAN No.				
11	PAN No.				
12	Balance sheet and Profit loss Statements for past three FY				
13	If Empanelled with Govt Organizations/Nationalized banks for Electrical Audit furnish details				
14.	Authorized Auditor Name (Attach degree Details as mentioned)				
14. Work Details Undertaken in Past 5 years along with work completion or performance certificate					
S No.	Agency	Details of work	Location of work	Value of work	Time duration(months)

** Supporting documents should be arranged according to the serial nos. as mentioned in format



5. GENERAL TERMS AND CONDITIONS

Name of Work: - ELECTRICAL AUDIT OF PREMISES OF BANK OF MAHARASHTRA BRANCHES IN NASHIK ZONE

1. The bidders may visit/examine the site and it's surrounding on 15 July 2022 to 19 July 2022 by prior appointment with the Bank to assess the accessibility and assess the scope of works before submitting their offer. No claims later on in regard to the site and its surrounding or any matter relating thereto shall be entertained.
2. The bidders shall arrange & maintain at his (their) own cost all materials, Tools & Plants, security (for their man/materials), storage for material and facilities to the workmen for executing the work.
3. The rates mentioned in the financial bid shall be inclusive of Electrical Audit, submission of BOQ for rectification and post rectification inspection.
4. The rates shall be inclusive of all travelling & lodging expenses of Electrical auditor & no separate payment shall be made from Bank under any circumstance. Electrical Auditor shall visit each branch/premises at least 02 times. 01 during audit & 01 after post audit rectification.
5. Duly sealed tenders shall be dropped in the tender box kept at reception area and also to be informed at Bank of Maharashtra Zonal office Gruhnirman Bhavan ,Gadkari Chowk,Old Agra Road Nashik-422002. Tender must be duly signed and stamped on each page as a token of acceptance of all terms and conditions /clauses of the tender enquiry.
6. The conditional bids shall not be considered under any circumstances and rejected without any notice.
7. All bids shall be the property of Bank of Maharashtra, and bidders will lay no claim whatsoever on the same.
8. Bank of Maharashtra reserves the right to reject any or all the tenders in full or in part without assigning any reasons whatsoever, and the decision of the Bank in this regard will be binding on all the bidders. Bidders not complying with any of the provisions stated in this tender document are liable to be rejected.
9. Bank reserves the right to accept or reject any tender without assigning any reason and does not bind himself to accept the lowest tender.
10. Income Tax and surcharge will be deducted as per Govt. of India rules. No Tools & Plants will be supplied by the Bank. Time allowed for completion of work shall be **45 days** which shall be reckoned from date of allotment of work order.
11. In case the successful bidder reviles from the offer within the validity of tender, the earnest money will be forfeited. Similarly, if successful bidder fails to commence the work within 10 days from the date of issue of award letter, the amount of earnest money will also be forfeited besides blacklisting the firm.



12. If bidder at any time makes default during execution of work or does not execute any part of the work with due diligence or Commits default in complying with any of the terms and conditions of the contract and does not initiate any remedy for it or takes effective steps for its remedy or Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in their behalf by the Bank's Engineer. The Bank's Engineer without prejudice to any other right or remedy against the bidder which have either accrued or accrue thereafter, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the bidder.
13. ZONAL/DEPUTY ZONAL MANAGER reserves the right to terminate the contract without any reference or any notice period on account of poor workmanship, non-compliance of set norms/specifications for the works, delay in progress of work, violation of any contract provisions by the bidder, failure to start the work within 7 days from date of issue of Work Order. The contract can also be terminated at the request of bidder within 7 days from the date of issue of Work Order. In such cases the EMD shall be forfeited.
14. Bank shall be fully empowered to expel any of the bidder's staff in case of any indiscipline/misconduct/violence.
15. **The bidder shall supply calibration certificate of all instruments which must be valid during the audit and post audit verification works as desired by the Bank.**
16. The bidder shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at Bank. The bank shall have no liability in this regard.
17. The personnel employed by the bidder will not claim any right to become the employees of Bank and there will be no Employee and Employer relationship between the personnel engaged by the bidder and Bank.
18. The rates quoted by bidders should be realistic and workable for each and every items. Quoting unrealistic/unreasonable lower or higher price will be treated as non-responsive bid and will not be considered for further evaluation. The decision of Bank shall be final in this regards.
19. The bidder shall ensure compliance of all statutory laws & bye laws of the central Govt./ state Govt./Municipal authorities related to the employment of their staff and all obligations under Minimum Wage Act, Workman Compensation Act, Provident Fund & Miscellaneous Provision Act, Bonus Act & Contract Labour Act 1970 etc. Bank will not be responsible for such purposes in anyway.
20. Any claim, dispute or difference arising out of or in connection with this agreement and which cannot be settled by mutual consultations, shall be referred to sole Arbitration or an Arbitrator to be appointed by Bank. The award of the Arbitrator shall be final and binding between the parties as per the terms and conditions of the Agreement to be executed on



award of contract. The Arbitrator proceeding shall be governed by the Arbitration and Conciliation Act 1996 and shall be conducted in NASHIK ZONE. The agreement is subject to the jurisdiction of the courts at NASHIK ZONE.

21. The Bidder will ensure that its employees will not disclose any information / papers about banks business to any outsider and observe strict confidentiality.
22. If it is revealed that any of its employees are engaged in breach of confidentiality, the bank will have recourse to recover appropriate damages from the bidder besides termination of contract if felt necessary at the discretion of bank.
23. **Liquidity Damages:** In case the auditor does not complete the works within work completion period of 45 days the liquidity damages of 0.5% of total contract value shall be charged for per week delay subject to maximum of 5% of total contract value.
24. **Termination of Contract:** Continued non-performance and inability to meet the scope of work requirements shall be viewed seriously & the agreement at any time giving fifteen (15) days prior written notice to the auditor, may be terminated by Bank.

"If, the auditor breaches its obligations or terms & conditions under this agreement and if the breach is not cured within 15 days from the date of notice or if the service provider".

- i. has a winding up order made against it; or
- ii. has a receiver appointed over all or substantial assets; or
- iii. is or becomes unable to pay its debts as they become due; or
- iv. enters into any agreement or composition with or for the benefit of its creditors;
- v. passes a resolution for its voluntary winding up or dissolution or if it is dissolved. Force Majeure incident continues more than 30 days the contract may be terminated by the Bank.

In view of above circumstances, Bank will terminate the contract under Risk and lost of the auditor.

25. NON Disclosure:

It is hereby agreed that all the parties in this agreement hereby agree as follows: Consultant shall hold all information about this tender and /or information gathered about the Bank through this process in strict confidence with the same degrees of care with which Consultant protects its own confidential and proprietary information. Consultant shall restrict disclosure of the information solely to its employees, agents and sub-Consultants on a need to know basis and advise those persons of their obligations hereunder with respect to such information. To use the information only as needed for the purpose solely related to this project: Except for the purpose of execution of this project, not disclose or otherwise provide such information or knowingly allow anyone else to disclose or otherwise provide such information. Consultant shall not disclose any information to parties not involved in supply of the products and services forming part of this order and disclose any information to parties not involved in supply of the products and services forming part of this order will be treated as breach of trust and invite legal action. This will also mean termination of the contract and disqualification of the Consultant in any future tendering process of the Bank. Any information considered sensitive must be protected by the Consultant from unauthorized disclosure or access.



26. Law and Place of Jurisdiction

All disputes whatsoever arising between the parties out of or in relation to the construction, meaning and operation of effect of these Tender Documents or breach thereof shall be settled amicably. If however, the parties are not able to solve them amicably within 30 days, the same shall be settled as per the procedure mentioned at ARBITRATION clause of this RFP in accordance with the applicable Indian laws and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of courts at PUNE.

27. Force Majeure:

- i. "Neither Party will be liable for any delay or failure to perform its obligations, if the delay or failure has resulted from circumstances beyond its reasonable control, including but not limited to, act of God or governmental act, political instability, epidemic, pandemic, flood, fire, explosion, accident, civil commotion, war, computer viruses, industrial dispute, labour unrest and any other occurrence of the kind listed above, which is not reasonably within the control of the affected party.
- ii. Each Party agrees to give to the other a fifteen (15) calendar days written notice as soon as reasonably possible on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure.
- iii. If the event of force majeure continues for a period of more than 30 consecutive days then either party may have the option to terminate the Agreement upon written notice of such termination to the other party."

28. **Relationship between parties:** This RFP/tender document is on a Principal to Principal basis and does not create any employer - employee relationship. Nothing contained in this RFP or any subsequent agreement or otherwise shall be deemed to create any partnership, joint venture, employment or relationship of principal and agent, or master and servant between the parties hereto or any of their respective employees, affiliates, subsidiaries, related business entities, agents, contractors or subcontractors or to provide either party with any right, power or authority, whether express or implied, to create any duty or obligation on behalf of the other party.

29. Non-solicitation Clause:

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this tender document/Agreement during the period of the tender document/Agreement and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of this tender document/Agreement and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party.

The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

30. Limitation of Liability:

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



- ii. Bidder's liability in case of claims against the Bank resulting from Misconduct or Negligence of bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.
 - a. "Misconduct" means any act or omission of a party which is willfully intended to harm the interests of the other party, provided however, that willful misconduct does not include ordinary negligence, an error of judgement or mistake of a person.
 - b. "Negligence" means an indifference to, and a blatant violation of a legal duty with respect to the rights of the others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.
- iii. Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by bidder as part of procurement under the RFP.
- iv. Under no circumstances Bank shall be liable to the selected bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.
- v. It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against bidder.

31. Protection of Reputation:

It is agreed between the parties that Bank, being in service industry, its reputation, goodwill and positive brand image is of prime importance. Bank has a right to impose penalty for the reputational loss on account of business disruption if Bidder fails to perform its obligations in the best possible manner and/ or fails to maintain quality of service. The amount of penalty will be assessed by the Bank in the manner as it deems fit and the said amount can be deducted from the amount payable to the company against its services. Bidder undertakes and agrees to indemnify the Bank against such losses suffered. Reoccurrence of such incidence may lead to termination of contract by the Bank without any further notice.

32. **Severability:** If any of the provisions of this Agreement may be constructed in more than one way, one of which would render the provision illegal or otherwise voidable or enforceable, such provision shall have the meaning that renders it valid and enforceable. In the event any court or other government authority shall determine any provisions in this Agreement is no amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought and affords the parties the same basic rights and obligations and has the same economic effect as prior to amendment. In the event that any of the provisions of this Agreement shall be found to be void, but would be valid if some part thereof-was deleted or the scope, period or area of application were reduced, then such provision shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make such provisions valid and effective, provided however, that on the revocation, removal or diminution of the law or provisions, as the case may be, by virtue of which such provisions contained in this Agreement were limited as provided hereinabove, the original provisions would stand renewed and be effective to their original extent, as if they had not been limited by the law or provisions revoked. Notwithstanding the limitation of this provision by any law for the time being in force, the Parties undertake to, at all times observe and be bound by the spirit of this Agreement.



33. Notice Clause:

All notices given under this tender/Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, courier service, registered email, postage or any other mode approved by the court of law addressed to the party to be notified at the below address as such party may designate upon reasonable notice to the other party:

Disclosing Party	Receiving Party
Representative name:	Representative name:
Address:	Address:
Email:	Email:
Phone number:	Phone number:

34. Waiver:

The failure to exercise any right provided in this tender document/Agreement shall not be a waiver of prior, concurrent or subsequent rights unless made in writing and signed by the authorized representative of both Parties. This tender document/agreement and each party's obligation shall be binding on the representatives, assigns and successors of such Party.

35. Confidentiality Clause:

- This document contains information confidential and proprietary to Bank. Additionally, the Bidder will be exposed by virtue of the contracted activities to internal business information of Bank, affiliates, and/or business partners. Disclosure of receipt of any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the Bidder, pre-mature termination of the contract, or legal action against the Bidder for breach of trust. The information provided / which will be provided is solely for the purpose of undertaking the consultancy services effectively.
- No news release, public announcement, or any other reference to this RFP or any program there under shall be made without written consent of Bank. Reproduction of this RFP, by photographic, electronic, or other means is strictly prohibited
- The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers or suppliers without the prior written consent of Bank.
- This tender document contains information proprietary to Bank. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses.
- The information contained in the tender document may not be reproduced in whole or in part without the express permission of Bank. Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be



treated as breach of trust and could invite legal action. This will also mean termination of the contract and disqualification of the said bidder.

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

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

- Relates to the Disclosing Party; and
 - is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
 - Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants
 - Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials that may be shared by Bank with the bidder to host Bank’s equipment at the site
 - “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable
 - Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years
- vii. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all confidential information and confidential materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:
- viii. Unless otherwise agreed herein, use any such confidential information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
- ix. In maintaining confidentiality here under the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
- Take at least the same degree of care in safeguarding such confidential information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;
 - Keep the confidential information and confidential materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
 - Limit access to such confidential information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the confidential information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the confidential information and materials in the manner prescribed in this document; and
 - Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of confidential information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such



Information and materials, in whatsoever form, including any and all copies thereof.

- x. The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:
- Immediately return all written confidential information, confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;
 - To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from confidential information relating to the Disclosing Party;
 - So far as it is practicable to do so immediately expunge any confidential information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control; and
 - To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
- xi. The restrictions in the preceding clause shall not apply to:
- Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
 - Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.
 - The confidential information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.

The confidentiality obligations shall survive forever between the bidder and the Bank

36. Blacklisting of Auditor:

- i. **During Bidding Process:** Auditor has to provide genuine and correct information while filling tender document. Any document which are attached with this tender shall be genuine and shall be self-attested. If during scrutiny of Bids or during due diligence any incorrect/ wrong/ fake /forged / spurious document or information is found then Bank will put the respective auditor in Blacklist. The information of the same will be submitted to IBA and other agencies. The auditor will be barred from any participation of tender process in the Bank for 02 years.
- ii. **After Award of Work:** If any information/document submitted by the successful auditor is found incorrect/ wrong/ fake /forged / spurious, then Bank shall terminate the contract and Blacklist the auditor for 02 years. The information of the same will be submitted to IBA and other agencies. The auditor will be barred from any participation of tender process in the Bank. All the action in the aforesaid matter will be at the discretion of



Bank.

Also, if auditor leaves the assigned work before completion of project without proper justification and approval from Bank, then Bank may initiate the process of Blacklisting as mentioned above. The reasons for foreclosure of consulting work shall be justifiable/acceptable to the Bank.

37. Payment terms :

- i. 70% release on submission of report & detailed BOQ of all the works to be done for rectification as per Bank's guidelines.
- ii. 30% release after post rectification & re inspection by auditor.(the payment of this part shall be done only after detailed rectification is done).

38. Scope of Work of Electrical Auditor:-

- i. The Electrical Auditor shall visit each branch Premises and conduct the Electrical Audit as per the Bank's format. The Electrical Auditor shall submit two copies of Electrical Audit report. 01 nos. in Branch & 01 nos. in Zonal office for reference.
- ii. The Auditor shall conduct thermographic analysis using suitable infrared camera of major Electrical equipments /transformers/motors/ Air conditioners /servers /UPS & Batteries/generators/ wiring/ termination & report deviations if any.
- iii. The Electrical Auditor shall also conduct harmonic analysis of the power supply & report harmful harmonics if any.
- iv. Post Audit the Auditor shall prepare estimate of works along with BOQ branch wise to the Zonal office. The BOQ shall include all standard specifications for completion of rectification works in branches/premises.
- v. After completion of works by Electrical Contractor the Electrical Auditor shall visit each premises & issue Electrical fitness certificate for Each Premises.
- vi. In case of no observation in branches the Electrical Auditor shall issue Electrical fitness certificate of that Branch post Audit.
- vii. The Electrical Auditor shall not participate in rectification works where he has audited.



6. FORMAT FOR ELECTRICAL CUM SAFETY AUDIT

1. General Information

1.	Name of Branches/Office & Zone	
2.	Type of branch/Office (Metro/ Urban/ Semi-Urban/ Rural)	
3.	Staff strength detail of Branch/Zonal Office/Building	Officers- Clerk- Sub Staff -
4.	Name of designated Security/GAD officer of branches/Office & Zonal office with contact no	
5.	Name of Electrical Auditor and contact no Registration No./License No.	

2. Last Audit

Sr. No	Date of last electric audit	Electric risk rating (High/Medium/Low)	Compliance date	Closure date

3. Electrical Supply Details

Sr.No	Electric supply company/Dept.	Sanction Load	Maximum Load (in last one year)	Average Load (in last one year)	Any penalty (in last one year)

3.1 Electric supply (Single phase/Three phase) (please tick)

Phase-I	Phase-II	Phase-III

3.2 Electric Load Distribution (in volt)-

R-phase(R-N)	Y-phase (Y-N)	B- phase(B-N)



4. Earthing System

Sr.No	Separate earthing for UPS and raw power (Yes/No)	Type of earthing (chemical/Normal)	Earth resistance (in ohm)	Earth pit identified (Yes/No)
	Earthing System review	Status (Functional/Nonfunctional)	Observations	Recommendations

5. Protective & Switching Device

Sr.No	Equipment's	Quantity/ Rating/ Parameter	Status (Functional/ Nonfunctional)	Observations	Risk Level	Remarks
1.	Air Circuit Breaker/					
2.	(MCB) Miniature Circuit Breaker					
3.	(MCCB) Molded Case Circuit Breaker					
4.	(ELCB) Earth Leakage Circuit Breaker					
5.	RCCB (Residual current Circuit breaker)					
6.	Electrical Cable/Wires					

6. Details of Electrical Equipment

Sr. No	Equipment's	Quantity/ Rating/ Parameter	Status (Functional/ Nonfunctional)	Observations	Risk Level	Remarks



1.	Computers					
2.	Printers					
3.	Scanner/Color Printer					
4.	Public administration System					
5.	Split ACs/Window/Cassettes/Tower ACs					
6.	Fans					
7.	Router					
8.	Fire alarm and burglar alarm					
9.	CCTV					
10.	DG Sets					
11.	UPS System					
12.	Battery System					
13.	Gate pass machine					
14.	Flap barrier					
15.	Baggage Scanner					
16.	Door Scanner					
17.	Motor Pump					
18.	Others					

7. Lighting System

Sr.No	Details of Light Fittings (Conventional/LED/CFL)/ LUX Level Survey	Quantity/ Rating/ Parameter/ Observations	Status (Functional/ Nonfunctional)	Comparison with acceptable standards	Recommendations



8. Performance Assessment

1.	UPS & Batteries ➤ AMC Vendor & Expiry date ➤ UPS Connection (Three Phase/Single Phase) Any overload in UPS (Yes/No) (if yes give reason/details) (Overload- more than 80% of UPS capacity) ➤ Any battery bypassed with UPS (Yes/No) (if yes give details) ➤ Any chemical rust or loose connection on battery terminal/ lug (Yes/No) (if yes give reason/ details) ➤ Unwanted material kept inside UPS & battery room (Yes/No) (if yes give details) ➤ No. of batteries (more than 03 year old) & having capacity below 80% of full capacity ➤ Last date of battery back-up test on full load & have any deformity (give details)					Review/Status/Details
	Equipment's Study Review & analysis	Quantity/ Rating/ Parameter	Status (Functional/ Nonfunctional)	Observations	Risk Level	Remarks
2.	AC Units ➤ AMC vendor & expiry date (if any) ➤ Proper electric connection with compressor, contactor, relay and capacitor ➤ Auto timer (functional/non- functional) (if provided) ➤ Adequate rating MCB/fuse for ACs unit (Yes/No)					
	Equipment's Study Review & analysis	Quantity/ Rating/ Parameter	Status (Functional/ Nonfunctional)	Observations	Risk Level	Remarks
3.	Diesel Generator ➤ AMC Vendor & expiry date (if any) ➤ Date of last engine oil and filter replacement (Not more than 06 month or 250 running hrs.) ➤ All gauges like temp. meter, Voltmeter, ammeter, wattage, KWH, hour meter etc. are working properly (Yes/No) (If no give reason/detail)					Review/Status/Details



	➤ Any deformity noise, leakage, fuel consumption rate and spark in exhaust system (Yes/No) (if yes give reason/detail)					
	Equipment's Study Review & analysis	Quantity/ Rating/ Parameter	Status (Functional/ Nonfunctional)	Observations	Risk Level	Remarks
4.	Motor Pump/Geyser					
	Equipment's Study Review & analysis	Quantity/ Rating/ Parameter	Status (Functional/ Nonfunctional)	Observations	Risk Level	Remarks

9. Heating of wire/Panels-

Sr.No	Thermography of electric wire and panel (Yes/No)	No. of location/spot (where temp. is more than 78°C)	Detail of heating equipment (attach thermography image & system generated report)	Reasons

10. Power Factor (Reactive Power Compensation/Categorization of Reactive/Inductive Load/Harmonic Analysis/Power factor Improvement) Risk Rating with Graph and acceptable values-

Current & Voltage Distortion Overall electric risk category (High/ Medium/ Low)	Observations	Risk Level	Reasons	Recommendations

11. Other Electrical Risk

Sr No	Electrical Risk	Category (High/Medium/Low)	Observations	Reason/detail and recommendation (For High only)
1.	Any hanging electrical wire/temporary electric			



	connection etc. in premises			
2.	Any multi pin plug or extension cable/board use in premises			
3.	Any dangling /loose electric connection or portion of live wire with damage jacket/insulation			
4.	Flammable combustible material dumped near electric panel(Those electrical equipment run on 24x7 basis)			
5.	Voltage fluctuation			
6.	Any MCB/Fuse etc. by pass from the electrical system			
7.	Any other electrical risk			

12. Summary (Observations/Recommendations)

Sr. No	Observation	Rating(High/Medium/Low)	Recommendations (Strictly specify details of electrical equipment/wire etc. only)

1. Single Line Diagram of Network

2. Details of Harmonic study & results

(Stamp & Signature of Electrical Auditor)
charge)

(Stamp & Signature of Zonal/Branch head/ In

Date -

Date -



LETTER HEAD OF BIDDER

7. Annexure-I (DECLARATION BY THE BIDDER)

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Enclosures:

1. Terms & conditions (each page must be signed and stamped with the seal)
2. Financial Bid. (Signature of Bidder with seal) Name: Address: Date:

NOTE: Submission of all the documents mentioned above along with declaration, is mandatory. Non submission of any of the documents above will render the bid to be rejected. Also, non-adhering of any of the terms and conditions of will render the bid to be rejected.

Date :

Seal & Signature of Bidder Stamp



LETTER HEAD OF BIDDER

7. Annexure-II (Certificate/Undertaking)

- a) Certified that I / we have visited the site on_____and assessed the nature and amount of work involved before submitting our offer. We will be able to execute the work within the available site condition.
- b) I undertake that I / we have visited the place for "ELECTRICAL AUDIT OF PREMISES OF BANK OF MAHARASHTRA BRANCHES IN NASHIK ZONE ", and noted the entry door / approach sizes/quantities, floor space, existing electrical connections etc..
- c) Manpower & Materials supplied by us will be suitable for in the existing location / condition with sufficient space all around. No extra cost will be claimed by me later for any difficulties/modifications involved for total execution of all the air conditioning systems as mentioned in the tender. I also understand that the work, if required to be completed on priority basis, so we are ready to work in day / night hour subject to availability of site/space.

(Signature of Bidder) :

(NAME):

(SEAL):

Note: Above certificate/ undertaking is to be given on the Letter Pad of the Bidder



LETTER HEAD OF BIDDER

8. **Annexure III (SELF-DECLARATION – NO BLACKLISTING)**

The ZONAL MANAGER
Bank of Maharashtra
NASHIK ZONE

Dear Sir/Madam,

Ref: Tender No. :

I/ We hereby declare that presently our Company/ firm_____is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body. We further declare that presently our Company/ firm _____is not blacklisted / debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security amount may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,
Yours faithfully,

Signature.....
Name.....
Seal of the organization...

Date.....
Place.....



9. PRICE BID

NAME OF WORK: - ELECTRICAL AUDIT OF PREMISES OF BANK OF MAHARASHTRA BRANCHES IN NASHIK ZONE.

Sr.No.	Premises	Address	Amount
1.			
2.			
3.			
4.			
5.			
6.			
		SUB TOTAL	
		GST @.....	
		TOTAL AMOUNT (incl GST)	

TOTAL AMOUNT Rs. _____ (excl GST)

TOTAL AMOUNT in words: Rs. _____ (excl GST)

(Signature of the authorized person with stamp of the firm/company)

Name of the authorized person:

Date:

Declaration by Bidder:

I/We M/s have read & understood all the terms and conditions of tender, have acquainted to the site conditions and considering aforesaid and prevailing market conditions have quoted rate in price Bids.

SEAL & SIGN OF AUDITOR

Payment Terms :

- 70% release on submission of report & detailed BOQ of all the works to be done for rectification as per Bank's guidelines.
- 30% release after post rectification & re inspection by auditor.(the payment of this part shall be done only after detailed rectification is done)