



## **BANK OF MAHARASHTRA**

**LOKMNAGAL, 1501,**

**SHIVAJINAGAR, PUNE-411 005**

**Tender No. - AX1/CSD/AKR/Electrical/Solar rooftop Consultancy/2/2019-20**

**Tender Document for “Selection of Solar Consultant for Providing Comprehensive Engineering Consultancy Services for setting up Solar Roof top Power plant for Bank of Maharashtra owned Premises at Pune”.**

**Date of Issue: 10 December 2019**

**Date of Pre Bid Meeting: 19 December 2019, Time: 4:00 PM**

**Last date of submission: up to 3.00 PM on 27 December 2019**

**Date of Opening of Tender (Technical Bid): 4:00 PM on 27 December 2019**

# TECHNICAL BID

## CONTENTS

Sr. No.	Particulars	Page Nos.
1.	Tender Notice	4-6
2.	General Terms & conditions/Eligibility criteria/Tender Evaluation	7-14
	<b>Document to be submitted along with Technical bid</b>	
1.	<b>EMD (EARNEST MONEY DEPOSIT) &amp; Tender fee</b>	15
2.	<b>Annexure 1</b> (Marks system for the evaluation of technical bid)	23-24
3.	<b>Annexure 2</b> (Details of Applicants)	25-27
4.	<b>Annexure 3</b> (Financial Information)	28
5.	<b>Annexure 4</b> (Details of Similar work completed during last 5 years )	29
6.	<b>Annexure 5</b> (Details of Technical Staff & Administrative staff to be deputed for this work )	30
7.	<b>Annexure 6</b> (Affidavit )	31
8.	<b>Annexure 7</b> (Declaration -To be submitted on non-judicial stamp paper of Rs. 100 duly certified by Notary)	32
9	<b>Annexure 8</b> (Authorization letter for Bid opening)	33
10	<b>Annexure 9</b> ( Pre Bid Meeting Queries)	34
11	<b>Annexure 10</b> (Integrity Pact )	35-40
	<b>Financial Bid</b>	
1.	Declaration of self-acceptance of financial terms & condition as per Technical bid	42
2.	Financial bid	43-44

## **TENDER NOTICE**

Tenders under two bid system are invited from eligible bidders for “**Selection of Solar Consultant for Providing Comprehensive Engineering Consultancy Services for setting up Solar Roof top Power plant**” for Bank of Maharashtra owned Premises at Pune.

### **Notice Inviting Tender Details:**

1. **Name of the Work:** Selection of Solar Consultant for Providing Comprehensive Engineering Consultancy Services for setting up Solar Roof top Power plant.
2. **Location:** Bank owned Premises at Pune.
3. **Earnest Money: Rs.20, 000/-**
4. **Date of issue of tender : 10/12/2019**
6. **Last date of receipt of tender : 27/12/2019 (up to 3.00 PM)** (Both Technical & Price Bids)
7. **Date of opening of tender(Technical Bid) : 27/12/2019** (at 4.00 PM)
8. **Date of Pre Bid Meeting: 19/12/2019**, Time : **4:00 PM**, Venue : Bank of Maharashtra ,Corporate Service,1st floor,Lokmangal Building,H.O (The agency shall get all its queries cleared before submission of Tender document in pre bid meeting. The agency shall list out all queries to avoid any future discrepancy related to appointment of Solar Consultant. The interested tenderer shall remain present for pre-bid meet on 19.12.19 at 4:00 PM with their queries. If Bank accept any queries then same will be included in the tender as corrigendum. Corrigendum will be uploaded on Bank’s website only. Bidder has to download corrigendum and has to attach with tender.
9. The Tenderer/Bidder will not withdraw his/their Tender after opening of technical bid and if done so; his/their EMD may be forfeited.

10. The Tenderer/Bidder will not sublet the work (if awarded to Bidder) and if he/she does so; the penalty shall be payable by the Bidder as may be decided by the Bank.
11. Tenderers shall sign wherever provided of and all pages of the tender documents. Tenders not so signed shall be liable to be rejected. The tenders shall be submitted in sealed covers with two separate envelop for Technical & Financial Bid in a common envelop super scribing “ **The Assistant General Manager”, Corporate Services Department, 1st floor, Lokmanagal, Shivajinagar, Pune 411005** on or before **by 3.00 p.m. , 27.12.2019 & shall be dropped in Tender Box kept at reception area.**
12. Consultant has to submit Technical bid and financial Bid in separate envelopes super-scribed the same with name of the firm. Two separate envelope has to be inserted in common envelope. Financial bid will be opened only after verification of valid EMD with specified amount of Rs. 20,000/-. If aforesaid EMD is not submitted by the Bidder then sealed price bid will be returned back .The envelops should be clearly marked as Technical bid & Financial bid for solar rooftop project.
- Consultant shall go through General terms & condition for knowing the objective of project and also fill up all annexure to be kept along with Technical bid.
13. Agency/Consultancy must enclose Technical & Financial bid separately in two envelop the list of following documents/forms along with Technical & Financial bid are as under -

**Technical Bid**

- Relevant documents for fulfilling eligibility criteria/work experience/Turnover/Profit & loss for the evaluation of technical bid under clause 5 page no 13 & 14.
- Nonrefundable demand draft for EMD as per clause 12 on page no 15.
- Annexure1- to Annexure 10 to be filled & duly signed as per page no 23 to 40 to be taken under consideration.
- Any other relevant documents forms etc. asked in Tender document.

**Financial Bid** – Self declaration & financial bid signed & stamp as per Page no 42-44

14. **“Non-transferable Tender”** – “This tender document is not transferable. Only the bidder, who purchased this tender is entitled to quote”.

Tender offers will be opened in the presence of the bidder or authorized representatives who choose to attend the opening of tender on the above-specified date, time & place.”

15. 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 Pune, failing which the bid will summarily be rejected.

**Assistant General Manager**

**Corporate Service Department**

**Bank of Maharashtra, Head Office,**

**Shivajinagar, Pune**

## GENERAL TERMS AND CONDITIONS FOR SUBMISSION OF TENDER

### 1. SCOPE OF WORK

Bank of Maharashtra intends to select a Solar consultant who will provide comprehensive planning and engineering consultancy for the development of solar rooftop projects in Bank own premises area, It includes consultancy services for planning, designing, periodical supervision etc. as required for proper completion of work as per directives of the Bank and owner. It shall be the responsibility of the consultant to ensure that the planning and designs are in conformation of all relevant local and national bye-laws and norms. If not, the conflicting points should be brought to the notice of the Bank and necessary changes should made by the consultant in consultation with the Bank/ Owner. In case conflicts arise in the future, the consultant shall be responsible for the modifications to be done to the design/drawings for the resolution of the conflict. The scope includes preparation of a detailed BOQ for the project and detailed specifications of all activities and items including make and model no. Where ever applicable. Preparation of GFC drawings and 'As Built' drawings after completion of works shall be under scope of appointed consultant.

1 The scope of work is for 'Providing Comprehensive Engineering Consultancy Services for Development of solar power Roof Top Power plants at suitable locations at Premises owned by Bank of Maharashtra at Pune location. The Scope of work shall include performing survey & site investigations, preparation of lay out plans, elevations, design and drawings, BOQ, cost estimation, technical specifications, DPR, tender documents, tender drawings, GFC drawings, As built drawings for proposed works including all civil & electrical works and associated services, wherever applicable for proper completion of the works under the contract as per satisfaction of owner & the Bank & in accordance with local Bye laws and obtaining approval of Bank of Maharashtra. The consultant is also to prepare detailed specifications of all activities and items including make and model no. as applicable.

2 The Scope of work shall include detailed discussions with the Bank of Maharashtra for evaluation of submitted plans, details, designs, DPR and ascertaining Local Bye-laws, Ground/design controls applicable to the site of work. Consultant will also modify the conceptual designs incorporating required changes by the Bank of Maharashtra. **All the works should be planned and designed in accordance with the relevant BIS Code/local Bye laws including 2D drawings at no extra cost and obtaining approval of Bank of Maharashtra / concerned authorities.**

3 The works shall be designed to withstand static/dynamic loading (wind/seismic) and the design shall be strictly in accordance with the latest Indian Standard Code of Practices/National Building Code. The structural analysis and design shall be done by using latest version of software packages such as STAADPRO or equivalent. The provisions in various BIS Codes shall override the packages output.

**4 Role of consultant during execution shall be as under:**

1. In the event of differences relating to the interpretations of drawings /designs/specifications/ any other part of the Consultancy between the consultant and the contractors, the interpretation and the decision of the Engineer-in-charge, Bank of Maharashtra shall be final and binding.
2. Safety standards before, during & after commissioning of the project is to be ensured as per the guidelines of Govt. statutory authority/ies.
3. The consultant shall supply all design calculations/computer input and output giving specific reference to BIS/NBC, along with soft copies.
4. Preparation of Detailed bill of quantities based on prevailing market rates related with the project. Also the bill of quantities shall include various services all based on schedule of rates conforming to specifications and procedures approved and prescribed by the Bank of Maharashtra to describe the whole project adequately. Supplying details of calculations of such Schedule of quantities to enable the Bank of Maharashtra to check them before preparation of draft tender documents.
5. During the execution stage, consultant will prepare and issue of working drawings with all details for proper execution of the work & also revise drawing details and specifications as required by construction process.
6. Project Description with objectives to setting up Solar Roof Top Plant at owned premises of Bank in Pune.
7. Demand analysis and Generation of power from this project
8. Type of project
9. Location – Map, project boundary and project site layout, details of alternate site, if any.
10. Schematic diagram/flow chart showing project layout, components of projects
11. Availability of water or any other important aspects
12. Site Analysis – Connectivity, Land Form and Land details, Topography of Land, Existing Land use pattern, forest body or water bodies, Existing infrastructure, Soil
13. Classification, Climatic Data from secondary sources, Social Infrastructure available



14. Planning Brief - Planning Concept, Project components and Stakeholder analysis
15. Socioenvironmental Risks
16. General Project Timeline
17. Project cost estimate
18. Evacuation Feasibility
19. Carry out existing ground surveys, Energy yield calculation based on existing plans and components as scheduled
20. Planned monitoring technology/remote monitoring.
21. Details of permission required and obtaining the same.
22. Assistance in obtaining permission from PWD/ZP/GP for construction of project.
23. Assistance in obtaining the permission from Electrical Inspector for tentative proposal(feasibility) pre project stage
24. Assistance in obtaining permission/NOC from pollution control board
25. Recommendation on type of power plant (grid connected) including technology for net metering.
26. Analysis of the permits (tariff security/power purchase agreement, building permits, grid connection) from a technical perspective.
27. The consultant shall provide cost estimates associated with the project including the costs involved as below:
  - a. Basis of cost estimates phasing of expenditure
  - b. Possible costs and revenues for emission reduction certificates
  - c. Remote Monitoring System, SCADA
    - Operation and maintenance costs Escalation in O&M costs and its basis
  - d. Replacement cost of specific components during the project life with breakups
  - e. Taxes, duties and levies applied to equipment for solar power projects Requirements for the execution of economic and financial analyses.
28. Conduct financial analysis and economic analysis of the project.
29. Statements concerning captive consumption / grid connection situation (e.g. Necessary expansion of the networks, routes of cable lines/lines)

30. The consultant will also assist in preparation of proposal for MNRE/MPNRED as per their specific formats.
31. Recommendation as to technology for net metering, if required.
32. The Bank of Maharashtra shall have the right to make changes, additions, modifications or deletion in the design and drawings or any part of work and instructions given in writing for any such additions / alterations, deletions during the progress of the work and the same shall be complied by the consultant without any extra cost.

## **5. Reference Standards for Services**

The Consultant is required to provide services based on extant rules, local bye - laws, applicable standards and sound engineering practices. The reference of standards is detailed below for application in services of consultant. The consultant shall refer the standard documents in case they are not mentioned below in any case:

### **5.1 Development Plan, Architectural Plan, Building Plan and their approvals:**

5.1.2 Applicable laws of local bodies & other concerned agencies.

### **5.2 Design of structures, Preparation of drawings, detailed estimation etc.:**

5.2.1 National Building Code, 2005

5.2.2 IS: 1893 (latest edition)

5.2.3 IS: 13920 (latest edition)

5.2.4 IS: 13828 (latest edition)

5.2.5 Other applicable standards

5.2.6 Sound Engineering Practice for detailed estimation

5.2.7 Safety standards & Labour law compliance.

### **5.3 Preparation of Bill of Quantities etc.**

5.3.1 Items based on Market Rate Analysis as per scope of work for standard materials / items proposed to be used in this work

## 02. SCOPE OF BID:

- The **Bank of Maharashtra** hereinafter referred to as the Bank, invites Bids for consultancy Works (as defined in these documents and referred to as "the works").
- The successful bidder is expected to complete the consultancy works within the stipulated period of completion of the Works. Hereinafter referred as "**Consultant**"
- Throughout these bidding documents, the terms "Bid" and "Tender" and their derivatives (Bid / tender, bidder / tenderer, bidding/tendering, etc.) are Synonymous.
- This bid document shall form a part of the contract agreement.
- If the Solar Consultant is an individual or proprietary firm, the bid shall be signed by the individual / proprietor above the full typewritten name and current address.
- In the event of the bid being submitted by a firm, it must be signed separately by each Partner thereof or in the event of absence of any partner, it must be signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the bid, and it must disclose that the firm is duly registered under the Indian Partnership Act.
- A certified copy of the partnership deed, Form A from Registrar of Firms and current address of all the partners of the firm shall also accompany the bid.
- Where the consultant is a partnership firm, the prior approval in writing of the competent authority of **Bank of Maharashtra** shall be obtained before any change is made in the constitution of the firm.
- If the Consultant is a limited company the bid shall be signed by a duly authorized person holding power of attorney for signing the application. The power of attorney shall be on non-judicial stamp paper of appropriate value and attested by Notary Public and its attested copy shall be furnished with the bid. The Solar Consultant should also furnish a true copy of the Memorandum of association and Articles of Association, Board resolution and it must disclose that the Company is duly registered under the Indian Companies Act, 1956/the Indian Companies Act, 2013.
- The successful bidder shall be required to execute an agreement on non- judicial stamp paper as per the Performa annexed to this bid document, with Bank of Maharashtra within 7 days of issue of letter of Intent by **Bank of Maharashtra** after submission of required PBG, failing which LOI will be cancelled.
- **Only typed/printed Tender shall be accepted, written tender shall be rejected.**
- The bidder should sign and put his seal on each page of the offer document before submission.
- The stamp duty payable under the law in respect of this agreement shall be borne by the bidder.
- Canvassing whether directly or indirectly, in connection with bid is strictly prohibited and the bid submitted by the bidder who do canvassing will be liable to rejection.

- The bidder is advised to attach any additional information about competence, which he thinks is necessary for his offer. Bidder is however, advised not to attach superfluous information. No further information will be entertained after the bid is submitted, unless Bank of Maharashtra calls for it.
- Bank of Maharashtra reserve the right to itself the authority to reject any or all of the bids without assigning any reason.

### **03. OBJECTIVES:**

The objectives of the assignment is to provide comprehensive planning, design and engineering consultancy services including survey, site investigations, planning, design, drawings, estimation, specifications, GFC drawings, revision & modifications, preparation of financial model and reports required for seeking approvals from various departments etc. for successful completion of the solar power rooftop generation project including preparation of O&M manuals by appointed Solar Consultant.

#### **Assignment Objectives:**

Solar rooftop power project under suitable model /other Government Subsidized Schemes on Solar roof top Power Plant given by appointed solar consultant as per his feasibility reports, drawings etc.

- Detailed Project Report
- Basic Engineering • tender document
- Assistance & Preparation of tender & legal documents and tender process.
- Evaluation of tender
- Negotiations
- Selection of contractor
- Periodical supervision services
- Review of Detailed Engineering and design
- Carbon credit advisory services

which includes, pre-feasibility studies, site evaluation, techno-economic viability studies, detailed project reports, assistance in securing various clearances, NOCs, basic engineering, financial tie-up's, detailed engineering, tender documents, bid procurement, drafting & assistance in signing agreements

with Consultant / EPCs, assistance in signing power purchase agreements, site supervision, inspection & expediting services, pre- commissioning & commissioning trials, third party certification, carbon credit advisory services, Renewable Energy Certification Syndication, lender's independent engineer services, policy studies etc. It also includes manpower, instruments, software's, and gadgets for the purpose

#### **04. ELIGIBILITY CRITERIA:-**

The bidder should have provided Comprehensive engineering consultancy services for a completed similar project as a prime consultant for projects having project value as specified below during **last 5 (Five) years, ending 01.12.2019 and should be either of the following :**

**1.1. 3 (Three) similar works with each valuing not less than Rs. 50 Lacs** each for Solar rooftop electrical project works.

**OR**

**1.2. 2 (Two) similar works with each valuing not less than Rs. 60 Lacs** each for Solar rooftop electrical project works.

**OR**

**1.3. (One) similar work with valuing not less than Rs. 100 Lacs** for Solar rooftop electrical project works.

**Note:** Similar work would mean providing comprehensive engineering consultancy for competed a grid connected solar power plant/Rooftop plant in the last 5 year for the Government/Semi Government/ Government autonomous bodies/PSUs/Prime institution. Experience of consultant for completed Government/Semi Government/ Government Autonomous bodies Projects under Design and Construction mode/ Turnkey Execution mode (which includes Comprehensive engineering consultancy services also) shall also be considered under eligibility criteria, subject to submission of such experience certificate from respective Government authority/Semi Government/ Government Autonomous Bodies officials.

**(PLEASE SUBMIT COPIES OF LOA/AGREEMENT, COMPLETION CERTIFICATES FROM CLIENT MENTIONING THE NATURE OF WORK, VALUE OF WORK AND TIME PERIOD. THE CERTIFICATES SHALL BE CONSIDERED VALID ONLY IF IT IS ISSUED /BY THE COMPETENT AUTHORITY OF CLIENT).**

**1.4 The average annual financial turn over from consultancy only, during the last three financial years ending 31<sup>st</sup> march of 2019 should not be less than Rs. 7 Lakhs of solar rooftop electrical consultancy works.**

**1.5 Bidder should not have any loss in last three financial years ending on 31.03.2019.**

#### **05. TENDER EVALUATION:-**

**2.1 Evaluation of Technical Bid:** To become eligible for Technical Bid Evaluation, the bidder must meet the minimum eligibility criteria.

The bids of eligible bidders shall be evaluated as per following marking system as prescribed in **Annexure-1**.

**The bidders securing 70% & above marks in aggregate in Technical Evaluation will be declared successful in technical bid evaluation and will qualify for opening of their financial Bid.**

**06. Refundable Earnest Money amounting to Rs 20,000/- (Rupees Twenty thousand only) to be paid by Demand Draft or Pay Order in favour of “Bank of Maharashtra.” payable at Pune.**

Tenders received without EMD/inadequate EMD shall be summarily rejected. The bidder must officially download the tender documents from the website of Bank of Maharashtra before the last date and time in order to bid for the tender.

**07. Other Conditions:**

i) Exemption in EMD by Micro & Small Enterprises registered with NSIC/MSME: The micro and small enterprises registered with the NSIC/MSME are exempted from the submission of Tender document fee /EMD/Bid security deposit on production of requisite proof in the form of valid certification from NSIC/MSME for the tendered item/services. Micro and small enterprises having Udyog Aadhaar Memorandum are also entitled for the above exemption for which submission of valid memorandum certificate is must.

**8. SUBMISSION OF BID: -**

Following list of forms are to be attached with Tender document along with Technical bid

- (a) EMD in the form of Demand Draft/ Pay order in favour of **“Bank of Maharashtra” payable to Pune.**
- (b) Integrity Pact duly signed in original.
- (c) Tender fee and EMD amount exempted for NSIC/MSME units subject to submission of valid NSIC/ MSME certificate in the category of engineering consultancy of similar works.

**9. COST OF BIDDING:**

The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Bank will in no case be responsible and liable for those costs regardless of the conduct or outcome of the bidding process.

## 10. BID PRICES:

To be quoted in accordance to price bid format. The consultancy fee shall be inclusive of all taxes except GST, and all expenditures incurred by the consultant on all activities required

- for commencement/ completion/ occupation of the building/ works as per the stated scope of consultancy as of this bid document. GST shall be paid extra. Nothing shall be paid extra except GST and consultant is required to quote its rates inclusive of all, considering the same.
- Any alteration in any of the clauses/ documents forming part of the tender shall make the tenderer disqualified.
- Any concession in State or Central taxes during the contract period shall be passed to the Bank account.
- The rates and prices quoted by the Bidder shall be firm & fixed for the duration of the Contract and shall not be subject to adjustment.
- Conditional tenders shall be summarily rejected.

## 11. BID VALIDITY:

- Bids shall remain valid for a period of 120 days (one hundred and twenty days) from the date of opening of commercial bid. Bid valid for a shorter period may be rejected by the Bank as nonresponsive

## 12. EARNEST MONEY DEPOSIT:

- The bidder shall furnish, as part of his Bid, **an Earnest Money Deposit (EMD) of Rs.20,000/- (Rupees Twenty Thousand only) in the form of Demand Draft/ Pay order in favour of "Bank of Maharashtra." payable at Pune. Bids without proper EMD shall be summarily rejected.**
- The Earnest Money Deposit of the unsuccessful bidders will be returned within 30 days from the award of the contract. However, no interest is payable on EMD in case of any delay.
- The Earnest Money Deposit may be forfeited; in case -

If the bidder withdraws or modifies his Bid after the Bid opening of the Bid or during the period of Bid validity.

In the case of a successful bidder, if he fails within the stipulated limit to;

1. Mobilize the work, or

2. Sign the Agreement or
  3. Submit Performance Bank Guarantee
- EMD submitted for any earlier tender will not be considered for this tender.

### **13. DEADLINE FOR SUBMISSION OF THE BID:**

Bank of Maharashtra may extend the deadline for submission of Bids by issuing an amendment, in which case all rights and obligations of the Bank and the bidders previously subject to the original deadline will then be subjected to the new deadline.

### **14. SITE VISIT:**

The Bidder, at his own cost, responsibility and risk, may visit, examine and familiarize himself with the Sites of Works and its surroundings and obtain all information that may be necessary, in addition to those provided in this document. The drawings should strictly be based on building complying the prevailing Bye-laws for that area/locality.

### **15. THE BANK RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

- 1 The Bank does not bind himself to accept the lowest tender and reserves the right to accept or reject any Bid and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders.
- 2 The bids shall be accepted by the competent authority of Bank of Maharashtra who reserves the right to reject the bids without assigning any reasons.
- 3 Bank of Maharashtra reserves the right to reject or to accept the offer in part or whole without assigning any reason.

### **16. Inspection of Site**

The Consultant shall be deemed to have inspected and examined the Site and its surroundings and collected information available in connection therewith and to have satisfied himself (so far as is practicable, having regard to considerations of cost and time) before submitting his Bid, as to:

- (a) The form and nature thereof.
- (b) the hydrological and climatic conditions,



- (c) the extent and nature of work and materials necessary for the performance and completion of the Works and remedying of any defects therein, and
- (d) the means of access to the Site and the accommodation he may require and in general, shall be deemed to have obtained all necessary information as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Bid.

### 17. Details to be Confidential

The Consultant shall treat the details of the Contract as private and confidential, save it so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper. Any layout of the Building, Map/Plan, other relevant details or elsewhere without the previous consent in writing of the Bank. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract the same shall be referred to the decision of the Bank whose decision shall be final. The consultant has to maintain the confidentiality of the information disclosed with him by the Bank up to two (2) years after the expiry of the Contract.

- **Period of Contract:** The period of contract shall be governed till successful completion of the solar project with handing over operational solar power roof top system to Bank.
- **Governing law and Jurisdiction of Court:** The Contract with the selected Bidder shall be governed in accordance with the Laws of India for the time being in force and as amended from time to time and will be subject to the exclusive jurisdiction of Courts at Pune.

### 18. Drawings and Photographs of the Works

The Consultant shall not disclose details of data/ information furnished to him and Works on which he is engaged without the prior approval of the Bank Management in writing. No photographs of the site, works or any part thereof or Plant employed thereon shall be taken or permitted by the Consultant to be taken by any of his employees without the prior approval in writing.

### 19. Penalty for Delay

If the Consultant fails to comply with the time for completion, then the Consultant shall pay to the Bank the relevant sum as penalty for such default in the manner as follows:

Overall penalty shall be levied at the rate of 1% per week of delay from the stipulated date of completion. The total amount of penalty shall not exceed 10% (ten percent) of the contract value as per the agreement. The amount so deducted from RA bill(s) as mentioned in (a) above, shall finally be adjusted while calculating the overall delay in completion of the work.

The Bank may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Consultant. The payment or deduction of such damages shall not relieve the Consultant from his obligations to complete the Works, or from any other of his obligations and liabilities under the Contract.

If the intended completion date is extended after penalty have been paid, after accounting for the valid grounds for the extension of time, if any, the amount so deducted as penalty shall be returned.

## **20. Taxation**

The Price Bid by the Consultant shall include all business taxes, income and other taxes except GST that may be levied from time to time during the performance of the work awarded on the Consultant's components of the job acquired for the purpose of the Contract and on the services performed under the Contract. Nothing in the Contract shall relieve the Consultant from his responsibility to pay that may be levied in the country on profits made by him in respect of the Contract. The consultancy fee shall be inclusive of all taxes and all expenditures incurred by the consultant on all activities required for commencement/ completion/ occupation of the building/works as per the stated scope of consultancy as of this bid document except GST. GST shall be paid extra.

## **21. ARBITRATION**

The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective Parties, any disagreement or disputes arising between themselves under or in connection of the terms of the Contract.

If after thirty days from the commencement of such negotiations between the authorized personnel designated by the Bank and the Bidder, the Bank & The Bidder have been unable to resolve contractual disputes amicably, either party may require that the disputes be referred for resolution through formal Arbitration. The provision of the Arbitration and Conciliation Act, 1996 shall be applied.

Arbitration proceedings shall be conducted in Pune. Language of the Arbitration shall be in English. The Number of Arbitrators shall be three, with each side to the dispute being entitled to appoint one Arbitrator. The two Arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. The Award of the Arbitrator shall be Final and binding on the parties.”

## **22. RIGHT TO REJECT ANY OR ALL PROPOSALS**

- a. Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

**b.** The Authority reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) The Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal. Such misrepresentation/ improper response may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

**23. Forfeiture of Earnest Money Deposit (EMD):**

1. Tender shall be valid for 120 days from the last date of submission of tender. If any bidder withdraws his tender within the validity period or makes any modifications in the terms & conditions of the tender which are not acceptable to owner, the owner shall without prejudice to any other right or remedy, be at liberty to forfeit of the EMD of the bidder.
2. In case the consultant fails to commence the work specified in the tender document by the date mentioned in Letter of Award or any documents submitted by the bidder found false, Bank of Maharashtra shall without prejudice to any other right or remedy be at liberty to forfeit whole of the EMD.
3. If any document/information furnished by the bidder is found to be false, his bid will be summarily rejected and EMD will be forfeited in full.
4. If any bidder submit the bids in a manner which jeopardizes the process of bidding or delay the finalization of the bids his EMD will be forfeited.

**24. Following documents are also being required to be submitted along with the technical bid.**

- a. Attested copy of Affidavit for sole proprietorship/ partnership deed/ memorandum and Article of Association/Board resolution.**
- b. Attested copy of Power of Attorney on non-Judicial stamp paper of appropriate value of the signatory of bid on behalf of the Bidder.**
- c. Each pages of tender document shall be duly signed and sealed by bidders or it's authorized Representative as a token of acceptance of terms and condition.**

## 25. Additions and Alterations

The Bank shall have the right to request changes, additions, modifications or selections in the design and drawing of any part of the work at any time and to request additional work in connection therewith and the Consultant shall comply with such request. The decision of the Bank shall be final on whether the deviations and additions are substantial and requiring any compensation to be paid to the Consultant. However for the minor modification or alteration which does not affect the entire planning and design etc., no amount will be payable.

## 26. Copyright / Proprietary right

The Consultant hereby agree that the fee to be paid as provided in this agreement will be in full and final for functions to be performed by him and no claim whatsoever shall be made against the Bank as well as owner in respect of any part relating to the plans, drawings and other documents submitted by Consultant. The drawings, design, plan; related details prepared and acquired by the Consultant for the work entrusted to him under this agreement will become the property of the Bank and /or owner. The drawings, design, plan and related details cannot be issued to any other person, firm or authority or used by the Consultants for any other project without prior permission of the Bank and /or owner. However the drawings and drawings and design can be utilized by the Bank and/ or owner for other works and Consultant shall not have any objection whatsoever.

## 27. INTEGRITY PACT

Please refer our Annexure 10 on page no 34-39 for details Performa to be signed & executed on non-judicial stamp paper of Rs.500 which is to be borne by Bidder itself. The period of integrity pact shall be governed till successful completion of the solar project with handing over operational solar power roof top system to Bank.

## 28. Contract Agreement

After acceptance of bid a formal contract agreement shall be executed on a **non-judicial stamp papers of Rs. 500/- (Rupees Five hundred only), the cost of the same shall be borne by the Consultant.**

**29. Indemnity Clause** – The Receiving Party/Consultant shall indemnify, protect and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from

- i. an act or omission of Receiving party, its employees, its agents, in the performance of the services provided by this contract;
- ii. breach of any of the terms of this agreement document or breach of any representation or warranty by the Receiving party;

- iii. use of the allocated site and/or facility provided by Receiving party;
- iv. Infringement of any patent, trademarks, copyrights, Intellectual Property Rights, etc. or such other statutory infringements in respect of all components used to facilitate and to fulfill the scope of the Site/Project requirement;
- v. The Receiving party shall further indemnify the disclosing party against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment providing facility to Bank's equipment at all points of time;
- vi. The Receiving party shall indemnify and undertake to keep the disclosing Party/Bank fully saved and indemnified against any loss, action or claim arising out of or in respect to error, misconduct, fraud, misbehavior or violations of any laws committed by Receiving party or its employees/ agents/ persons employed by third parties;
- vii. This indemnification is only a remedy for the disclosing Party. Receiving party/partner is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities;"

### 30. SEVERABILITY:

- i) 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 unenforceable, such provision shall have the meaning that renders it valid and enforceable.
- ii) In the event any court or other government authority shall determine any provisions in this agreement is not 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.
- iii) 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 nay law for the time being in force, the Parties undertake to, at all times observe and be bound by the spirit of this agreement.”

### **31. Force Majeure:**

“Neither Party will be liable for any delay or failure to perform its obligations, if the delay or failure has resulted from circumstances beyond its reasonable control, including but not limited to, act of God or governmental act, 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.

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.

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.”

### **32. Termination of Contract:**

The Bank may terminate this contract for cause based upon the failure of the solar consultant to comply with the terms and/or conditions of the Contract; provided that the Bank shall give the Consultant written notice specifying the Consultant failure. If within fifteen (15) days after receipt of such notice, the Consultant shall not have either corrected such failure or

Thereafter proceeded diligently to complete such correction, then the Bank may, at its option, place the Consultant/Contractor in default and the Contract shall terminate on the date specified in such notice. The Consultant may exercise any rights available to it under by Law to terminate for cause upon the failure of the Bank to comply with the terms and conditions of this contract; provided that the contractor shall give the Bank written notice specifying the Bank failure.

The Bank may terminate any contract entered into as a result of this RFP at any time by giving thirty (30) days written notice to the consultant. The Consultant shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

### ANNEXURE -1

Tender No. - AX1/CSD/AKR/Electrical/Solar rooftop Consultancy/2/2019-20 Dated: 10.12.2019

**Marks system for the evaluation of technical bid is as under: (100 Marks)**

<b>1.</b>	<p><b>Work Experience:</b> Experience of Comprehensive Engineering Consultancy Services works etc. for the last –</p> <p style="text-align: center;"><b>A.) 5 year – 30 Marks (1 year 6 Mark)</b></p> <p>Experience for comprehensive engineering Consultancy Services for any Solar Power generation projects (Completed/Ongoing).</p> <p><b>(Proof to be submitted)</b></p>	<b>30 Marks</b>	<b>Consultant Assessment (Marks by Consultant)</b>	<b>Bank Assessment (Marks by Bank)</b>
<b>2.</b>	<p><b>Financial strength :</b> Average annual financial turnover for Last Three Year -</p> <p style="text-align: center;"><b>A.)above 07 lacs – 20 Marks</b></p> <p style="text-align: center;"><b>B.)above 10 lacs – 25 Marks</b></p> <p style="text-align: center;"><b>C.)above 15 lacs – 30 Marks</b></p> <p><b>(Proof to be submitted)</b></p>	<b>30 Marks</b>		
<b>3.</b>	<p>Experience for Architectural Planning /Engineering Consultancy</p> <p>Services for solar power generation projects (Completed/Ongoing) -</p> <p style="text-align: center;"><b>A.) 05 year – 10 Marks</b></p> <p style="text-align: center;"><b>(1 Year 2 Marks)</b></p>	<b>10 Marks</b>		



4.	<b>Manpower</b> (to be supported with CVs): All the CVs should also contain photograph of person and should also be signed by concerned person. Mobile and E-mail of person shall also be mentioned in the submitted CVs. Bank of Maharashtra may be its liberty to contact and call the persons named through submitted CVs for verification, as deemed fit necessary, for assessing the manpower strength of bidder –  1.) Below – 05 person – 1 Marks 2.) Below – 10 person – 5 Marks 3.) Above – 15 person – 10 Marks	10 Marks		
5.	Team Leader Engineer: B. E. in Electrical/ Electronics/Mechanical with minimum 05 experience of providing solar consultancy projects, 5 marks for one person	10 Marks		
6.	Solar Sector Expert: B. E. in Electrical/ Civil Engineering with minimum 5 years professional experience and should have advised at least one solar project, 2 marks each for one person.	10 Marks		
	<b>Total Marks</b>	<b>100 Marks</b>		



Tender No. - AX1/CSD/AKR/Electrical/Solar rooftop Consultancy/2/2019-20 Dated: 10.12.2019

**ANNEXURE- 2**

**Details of the Applicant**

1	Name and address of applicant	
2	Telephone No./Fax No./E-mail/Telex No.	
3	<p>Legal status of the applicant (attach copies of original documents defining the legal status)</p> <p><b>The applicant is:</b></p> <p>(a) An individual</p> <p>(b) A Proprietary Firm</p> <p>(c) A firm in Partnership</p> <p>(d) A limited Company (Private or Public) or Corporation</p>	
4	<p>Particulars of Registration with various Government bodies/Organization.</p> <p>(attach attested photocopy)</p>	
5	Name of Directors/Partners with their addresses, Telephone numbers, Fax, Email	

6	Designation of individuals authorized to act for the organization	
7	Was the applicant ever required to suspend any construction for a period of more than six months continuously after commencement of the construction? If so, give the name of the project & reasons of suspension of work.	
8	Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.	
9	Has the applicant or any constituent partner in case of partnership firm, ever been debarred/ black listed for tendering in any organization at any time? If so, give details.	
10	Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.	
11	Other details:	
	<p>a) EPF No. valid up to</p> <p>b) TIN No. and certificate</p> <p>c) Clearance of sales Tax up to</p> <p>d) PAN No. and copies of IT return for last three years.</p> <p>e) Service Tax registration No.</p> <p><b>(Copies to be enclosed)</b></p>	

12	Are you a MSME Unit? If yes, Please furnish registration details, Name of the DIC/state.	
13	If you are MSME, is it owned by SC/ST entrepreneurs? If yes, Please specify the name of owner who is SC or ST	
14	Any other information considered necessary but not included above.	
<b>Seal of the Applicant</b>		<b>Signature of Applicant</b>

### ANNEXURE – 3

**Tender No. - AX1/CSD/AKR/Electrical/Solar rooftop Consultancy/2/2019-20 Dated: 10.12.2019**

#### **Financial Information**

Financial Analysis: Details to be furnished duly supported by figures in Balance Sheet/Profit & Loss Account for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (certified copies to be attached)

	Description	2016- 2017	2017- 2018	2018- 2019	Average annual turnover
		A	B	C	(A+B+C)/3
(i)	Gross Annual turnover on consultancy works				
(ii)	Profit/Loss				

Seal

Signature of Applicant

### ANNEXURE - 4

Tender No. - AX1/CSD/AKR/Electrical/Solar rooftop Consultancy/2/2019-20 Dated: 10.12.2019

#### Details of Similar Works Completed During Last Five Years

Sr. No.	Name of work/ Project & Location	Owner of organization	Value of work in lakhs at completion	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Name and address/Telephone no. of officer to whom reference may be made
1	2	3	4	5	6	7	8

**Signature of applicant**

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### **ANNEXURE -5**

Tender No. - AX1/CSD/AKR/Electrical/Solar rooftop Consultancy/2/2019-20 Dated: 10.12.2019

#### **A. Details of Technical staff & Administrative staff, to be deployed for this work**

Sr.No.	Name	Designation	Qualification	Experience (Nature and of years)

**Signature & Seal of Applicant**

## **ANNEXURE - 6**

**Tender No. - AX1/CSD/AKR/Electrical/Solar rooftop Consultancy/2/2019-20 Dated: 10.12.2019**

### **Affidavit**

**(To be submitted on non-judicial stamp paper of Rs. 100/- duly certified by notary public)**

Affidavit of Mr. \_\_\_\_\_ S/o \_\_\_\_\_ R/o \_\_\_\_\_ I, the deponent above named do hereby affirm and declare a under:

1. "I, Mr./Mrs....., S/o ....., aged about - ....., Nationality – Indian, R/o....., do hereby solemnly affirm and declare as follows: - "

### **VERIFICATION**

2. I, Mr./Mrs. \_\_\_\_\_, deponent above named do hereby verify that the contents of the Affidavit stated are true to my personal knowledge and believed to be true. Verified and signed on this \_\_\_\_\_ day of \_\_\_\_\_ 2019 at \_\_\_\_\_."

3. I shall have no objection in case Bank of Maharashtra verifies them from issuing authority (ies). I shall also have no objection in providing the original copy of the document(s), in case Bank of Maharashtra demand so for verification.

4. I hereby confirm that in case, any document, information &/or certificate submitted by me found to be incorrect/false/fabricated, Bank of Maharashtra at its discretion may disqualify/reject my application for this tender out rightly and also debar me/M/s. \_\_\_\_\_ from participating in any future Tenders/PQ.

### **DEPONENT**

I, \_\_\_\_\_, the proprietor/authorized signatory of M/s. \_\_\_\_\_, do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from and that no part of it is false.

Verified at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_.

**SEAL & SIGNATURE OF DEPONENT**

## **ANNEXURE – 7**

**Tender No. - AX1/CSD/AKR/Electrical/Solar rooftop Consultancy/2/2019-20, Dated: 10.12.2019**

### **DECLARATION**

I/We have read and examined the bid document, terms and Conditions of bid and other documents and Rules referred to in the bid and all other contents in the bid documents for the Architectural consultancy.

I/We hereby submit bid for (Name of Work-----) within the specified time schedule. I/We agree to keep the bid open for hundred one twenty (120) days from the date of opening of technical bid thereof not to make any modifications in its terms and conditions.

I/We hereby declare that I/We treat the bid documents, drawings and other records connected with the consultancy as secret / confidential documents and shall not communicate information / derived there from to any person except to whom, I/We may be authorized to communicate the same or use the information in any manner prejudicial to the interest of the company.

If I/We fail to commence the consultancy specified I/We agree that the said Bank of Maharashtra or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money shall be retained by them towards Security Deposit to render all consultancy referred to in the bid documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered.

**Seal of consultant**

**Signature of the Consultant**

Place:

Date



**ANNEXURE -8**

**Authorization Letter Format for Bid Opening**

**(To be brought at the time of opening of Bids)**

To  
Assistant General Manager  
Corporate Service Department  
Bank of Maharashtra  
Lokmangal  
1501, Shivaji Nagar,  
Pune  
Maharashtra – 411005

**Dear Sir,**

SUB: Authorization Letter for attending the Bid Opening

**REF:** YOUR RFP NO: **AX1/CSD/AKR/Electrical/Solar rooftop Consultancy/2/2019-20, Dated: 10.12.2019.** This has reference to your above RFP for implementation of integrated HRMS in your Bank.

Mr. /Miss/Mrs. \_\_\_\_\_ is hereby authorized to attend the bid opening of the above RFP No.: **AX1/CSD/AKR/Electrical/Solar rooftop Consultancy/2/2019-20, Dated: 10.12.2019** on \_\_\_\_\_ on behalf of our organization.

The specimen signature is attested below: Name:

\_\_\_\_\_

(Specimen Signature of Representative)

\_\_\_\_\_

Signature of Authorizing Authority

Name of Authorizing Authority

## ANNEXURE -9

### PRE-BID MEETING QUERIES

**Clarifications in regard to queries/suggestions received for Bid Documents for "Selection of Solar Consultant for Providing Comprehensive Engineering Consultancy Services for setting up Solar Roof top Power plant for Bank of Maharashtra owned Premises at Pune".**

**Tender No. - AX1/CSD/AKR/Electrical/Solar rooftop Consultancy/2/2019-20 Dated: 10.12.2019**

Bid Documents and the queries/clarifications sought by the prospective bidders, the following

Responses/Amendments are being issued:-

#### TECHNICAL & FINANACIAL

S. N.	Para / Clause under Reference as per Bid Document	Content of Para / Clause under Reference as per Bid Document	Query/Suggestions	Response
1.				
2.				

The specimen signature is attested below: Name:

\_\_\_\_\_

(Specimen Signature of Representative)

\_\_\_\_\_

Signature of Authorizing Authority

Name of Authorizing Authority

\_\_\_\_\_

## **ANNEXURE - 10**

### **INTEGRITY PACT**

**(To be submitted on non-judicial stamp paper of Rs. 500/- duly certified by notary public)** Between Bank of Maharashtra hereinafter referred to as “The Principal”.

and.....hereinafter referred to as “The Bidder / Contractor”.

### **Preamble**

The Principal intends to award, under laid down organizational procedures, contract / s for ..... The Principal values full compliance with all relevant laws of the land, rules regulations, and economic use of resources and of fairness / transparency in its relations with its Bidder and / or Contractor.

In order to achieve these goals, the Independent External Monitors (IEMs) have been appointed, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1 – Commitments of the Principal:**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Office and in addition can initiate disciplinary actions.

**Section 2 – Commitments of the Bidder(s)/ Contractor(s):**

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder / Contractor commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- a. The Bidder / Contractor will not, directly or through any other person or firm, officer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any other third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any disclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/ Contractor(s) will not commit any offer under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly. For purposes of competition or personal gain, or pass on to others, any relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent / representative have to be in Indian Rupee only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers".
  - e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. Bidder(s)/ Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

- (2) The Bidder(s)/ Contractor(s) will not instigate third person to commit offences outlined above or be an accessory to such offences.

**Section 3 – Disqualification from tender process and exclusion from future contracts:**

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per procedure mentioned in the “Guidelines on Banning of business dealings”.

**Section 4 – Compensation of Damages:**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

**Section 5 – Previous transgression:**

- (1) The Bidder declares that no previous transgression occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

**Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors:**

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical condition as this one with all Bidders and Contractors.
- (3) The Principal will disqualify the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 7 – Criminal charges against violating Bidder(s) / Contractor(s)/ Sub-contractor(s):**

If the Principal obtains knowledge of conduct of a bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

**Section 8 – Independent External Monitor:**

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the monitor is to review independently and obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of Bidders/ Contractors as confidential. He/ she reports to the MD & CEO, Bank of Maharashtra.

(3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Subcontractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declaration on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform MD & CEO, Bank of Maharashtra and recuse himself / herself from that case.

(5) The Principal 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the MD & CEO, Bank of Maharashtra within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the MD & CEO, Bank of Maharashtra, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD & CEO, Bank of Maharashtra has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

**Section 9 – Pact Duration:**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of Bank of Maharashtra.

**Section 10 – Other provisions:**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Pune.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

---

(For & On behalf of the Principal)

---

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

**Witness 1:**

(Name & Address) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

**Witness 2:**

(Name & Address) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# **FINANCIAL BID**

**Issued By:**

**Assistant General Manager (Corporate Service Department)  
Bank of Maharashtra  
Head Office, Lokmanagal Building, Shivajinagar, Pune, Maharashtra**

To,  
Assistant General Manager  
(Corporate Service Department,)  
Bank of Maharashtra  
Head Office, Lokmanagal Building, Shivajinagar,  
Pune, Maharashtra

Dear Sir,

I/We submit the tender for \_\_\_\_\_ for Tender No: \_\_\_\_\_

Date:

I/We have thoroughly examined and understood instructions to contractors, terms and conditions of the contract given in the Tender and those contained in the general conditions of contract and its appendices, and annexure and agree to abide by all the terms & conditions of the tender document and corrigendum etc.

I/We offer to carry out the work at the price quoted in the price schedule Part (B). **It is confirmed that the rates quoted above are all inclusive of all charges, taxes, duties or any other levies as applicable excluding GST.**

I/We agree to keep the offer open for acceptance up to and inclusive of the date. I/We shall be bound by communication of acceptance of the offer dispatched within the time.

I / We do hereby declare that the entries made in the tender and appendices attached therein are true and also that I/We shall be bound by the act of my/our duly constituted attorney Mr. /Ms. \_\_\_\_\_ Whose signature is appended here to in the space specified for the purpose and of any other person who in future may be appointed by me/ us to carry out the business of the firm.

Yours faithfully

\_\_\_\_\_  
(Signature of Constituted Attorney)

(Signature of contractor)  
(Capacity in which signing along with seal)

NOTE:

- (1) If the discrepancy exists between figures & words in quotations, in that case the amount in words will prevail.
- (2) Absurd / Abnormal rates will not be considered by the Bank.

Name and address of Bidder  
Name \_\_\_\_\_  
Address:

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

## Financial Bid

(ON THE BIDDER'S LETTER HEAD)

To,  
Assistant General Manager  
(Corporate Service Department)  
Bank of Maharashtra  
Head Office, Lokmanagal Building, Shivajinagar,  
Pune, Maharashtra

**Tender No. - CX1/CSD/AKR/Electrical/Solar rooftop Consultancy/2/2019-20, Dated: 10.12.2019**

**Scope of Work -“Appointment of Consultant for Providing Comprehensive Engineering Consultancy Services for setting up Solar Roof Top Power plant” for Bank of Maharashtra owned Premises at various location outskirts location at Pune.**

Sr.No	Description of Item	Unit	Quantity	Bidder's Rate
1.	Providing Comprehensive engineering Consultancy Services for setting up Solar Power plant/Roof top plant and Roof Top projects for Solar Power Generation under <b>at various outskirts Locations of Bank of Maharashtra owned premises at Pune</b> , inclusive of survey, site investigations, Collection of required other data and records, preparation of plans, elevations, design and drawings, BOQ, cost estimate, technical specifications, DPR, tender documents, GFC drawings & As built drawings, O&M manual complete	Job	Lump Sum Fee of project Size/KW (Approx. Project Size Up to 300 KW)	Per KW Rate .....
C.	<b>Approx. Project size Up to 300 KW) :</b>			Per KW Rate .....
	<b>Total Amount</b>			
	<b>GST @ .....</b>			
	<b>Gross Total Amount</b>			

We offer to perform the Solar Consultancy Works of approx. (Up to 300 KW Approx.) @  
..... described above in accordance with the Conditions of  
Contract accompanying this Bid with Rs. ----- (In figures) and Rupees-----  
----- (In words). **Our**

**Offered cost is inclusive of all charges, GST, taxes, levies as applicable.**

This Bid along with addendums/ corrigendum and written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid Validity, Tender Fee and Earnest Money Deposit required as per bidding documents.

Yours faithfully,

**Authorized Signatory** .....

**Name and Title of Signatory** .....

**Name of bidder** .....

**Address:** .....

**Date:** .....