



BANK OF MAHARASHTRA  
LOKMNAGAL, 1501,  
SHIVAJINAGAR, PUNE-411 005.

**TENDER NO. AX1/CSD/11KV RMU SHIFTING/21-22**

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**TENDER DOCUMENT FOR “SUPPLY, INSTALLATION, ERECTION,  
TESTING AND COMMISSIONING OF 11KV RMU & CABLES AT  
BANK OF MAHARASHTRA PUNE”**

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NAME OF BIDDER : .....

ADDRESS OF BIDDER : .....

.....

DATE OF ISSUE : 11.06.2021

DATE OF SITE VISIT : 21.06.2021 (11:00AM)

DATE OF PRE BID MEETING : 21.06.2021 (11:00AM)

DATE OF SUBMISSION : 25.06.2021 (11:00AM)

DATE OF OPENING (TECHNICAL BID) : 25.06.2021 (11:30AM)

TENDER FEES : Rs.1000/- (DEMAND DRAFT ONLY)

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BANK OF MAHARASHTRA  
LOKMNAGAL, 1501,  
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## **TECHNICAL BID**

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## **SECTION – I**

### **1. NOTICE INVITING TENDER**

Date: 11.06.2021

Dear Sir,

Subject: TENDER DOCUMENT FOR **“SUPPLY, INSTALLATION, ERECTION, TESTING AND COMMISSIONING OF 11KV RMU & CABLES AT BANK OF MAHARASHTRA PUNE”**

**BANK OF MAHARASHTRA** invite Sealed tenders in two parts, (I-Technical Bid and II-Price Bid) for captioned subject from licensed (PWD) contractors, as per schedule of work and General Terms & Conditions:

1. DATE OF ISSUE : 11.06.2021
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3. DATE OF PRE BID MEETING : 21.06.2021 (11:00AM)
4. DATE OF SUBMISSION : 25.06.2021 (11:00AM)
5. DATE OF OPENING (TECHNICAL BID) : 25.06.2021 (11:30AM)
6. TENDER FEES : Rs.1000/- [Rs. One Thousand only (non-refundable)] to be paid in the form of Demand Draft /PO favoring 'Bank of Maharashtra' payable at Pune. Tender copies shall be downloaded from the Bank's website [www.bankofmaharashtra.in](http://www.bankofmaharashtra.in). No hard copy will be issued in any case. Tender fees shall be waived off to MSME vendors registered in appropriate category only.
7. EARNEST MONEY DEPOSIT: Contractor has to submit Bid Securing Declaration form which is Annexure VIII of the tender document.
8. PERFORMANCE SECURITY DEPOSIT: Successful bidder to whom work is awarded has to submit Performance Security Deposit of 3% of the contract value within 7 days of issue of Work Order. This performance security deposit will be adjusted in the Final Bill amount.
9. SECURITY DEPOSIT/RETENTION AMOUNT : 5% OF Final Bill value will be deducted and will be retained for period of 1 year from the successful completion of work.

10. COMPLETION PERIOD : 1 MONTHS from date of award of work.

11. LIQUIDITY DAMAGES : 0.5% OF CONTRACT VALUE PER WEEK DELAY UPTO 5%.

12. VENUE : 1501 BANK OF MAHARASHTRA LOKMANGAL SHIVAJI NAGAR PUNE-5

13. **Payment terms:** The payments shall be made as per the following terms and conditions:

- i) 30% of the ordered value after the supply of the complete system at site and duly certified by the concerned officer of the Bank & MSEDCL as per the technical specification and terms and conditions specified in the contract.
- ii) 50% of the ordered value after installation and commissioning of the system, along with the summary of Joint Commissioning & handing over certificate, indicating bill of material and successful commissioning duly countersigned by the designated Bank & MSEDCL officer
- iii) 15% of the order value shall be released on completion of whole project to the satisfactory level of MSEDCL along with handing over to the MSEDCL.
- iv) 5% of the order value for Defect Liability Period of 1 years from date of Commissioning. The security deposit may be converted to Bank guarantee.

#### **14. Brief Scope of Work :**

- i. Supply, installation, erection, testing & commissioning of 11KV RMU within Lokmangal Premises & Shifting of old RMU to MSEDCL store.
- ii. Supply, installation, Erection, testing & commissioning of 11KV RMU & 11KV cables.
- iii. The procurement of RMU & cable shall be as per the present Site conditions & compatible to the 11KV network of MSEDCL.
- iv. Liason with MSEDCL for work execution , necessary approval and any documentation etc.
- v. System Handover to MSEDCL.

It may be noted that the date of Opening of Price Bids of those bidders who have submitted unconditional tenders and those pre-qualify the criteria as stipulated in the tender will be intimated separately. Otherwise in case of any of the condition put-forth by any of the bidding agency, the bidder shall be asked to withdraw the condition or otherwise the particular tenderer shall be disqualified and price bids of remaining tenderers shall be opened on the same day. The sealed price bid will be return back to those bidders who are technically disqualified.

The sealed tender in the prescribed tender form in two separate envelope as follows should be addressed to The Deputy General Manager, Corporate Services Department, Bank of Maharashtra, Head Office, Lokmangal Building, 1501, Shivaji Nagar, Pune-411005,

**Maharashtra and subscribed TENDER DOCUMENT FOR “SUPPLY, INSTALLATION, ERECTION, TESTING AND COMMISSIONING OF 11KV RMU & CABLES AT BANK OF MAHARASHTRA PUNE”**

Envelope No.1 To contain Covering Letter / Clarification, Technical & Commercial aspect and Earnest Money Deposit(Bid Securing Declaration) and Set of Drawings and all related documents as mentioned.

Envelope No.2 To contain only the Priced tender complete in all aspects (No conditions shall be mentioned in Envelope No.2. which will not be taken into consideration for evaluation of the tender) and submitted as above not later than 28.06.2021 11:00AM.

Notes: (i) Envelope Nos. 1 & 2 will be opened on the different dates. Separate intimation of date for opening of price bid will be made to only pre- qualified bidders. The sealed price bids of disqualified bidders will be returned by post or can be collected by-hand.

The Tenderer will have to quote for all the sections included in the tender documents. The Bank of Maharashtra reserves the right to accept or reject any tender either in whole, or in part without assigning any reasons for doing so and do not bind themselves to accept the lowest or any tender.

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 Deputy General Manager Bank of Maharashtra, 1st floor, Corporate Service Dept, Lokmnagal, Shivajinagar, Pune. And if any such aforesaid discrepancies, omissions, ambiguities in the tender documents is accepted than necessary corrigendum will be issue accordingly.

All other terms & conditions are detailed in the tender documents.

Thanking you,

Yours faithfully,

(Capt. Ravi Nair)  
Deputy General Manager  
Corporate Service Dept.

## 2. LETTER OF SUBMISSION FROM CONTRACTORS

Dated :

To,  
The Deputy General Manager,  
Corporate Services Department,  
Bank of Maharashtra,  
Head Office, Lokmangal, 1501,  
Shivaji Nagar, Pune-411 005.

Dear Sir,

I/ We, having examined the drawings, specifications, designs and bill of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum / tender / BOQ and having acquired the requisite information relating thereto as affecting or related to the tender.

I/we hereby offer to execute the works specified in the said memorandum / tender / BOQ within the time specified and at the rates mentioned in the attached bill of quantities and in accordance in all respects complying to the specifications, designs, drawings and instructions in writing referred to in conditions of tender, the articles of Agreement, Condition of Contract, Bill of Quantities(Price Bid) etc. and with such materials as are provided for, by, or prescribed and in all other respects in accordance with such conditions so far they may be applicable as below.

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7. **EARNEST MONEY DEPOSIT:** Contractor has to submit Bid Securing Declaration form which is Annexure VIII of the tender document.
8. **PERFORMANCE SECURITY DEPOSIT:** Successful bidder to whom work is awarded has to submit Performance Security Deposit of 3% of the contract value within 7 days of issue of Work Order. This performance security deposit will be adjusted in the Final Bill amount.
9. **SECURITY DEPOSIT/RETENTION AMOUNT :** 5% OF Final Bill value will be deducted and will be retained for period of 1 year from the successful completion of work.
10. **COMPLETION PERIOD :** 1 MONTHS from date of award of work.
11. **LIQUIDITY DAMAGES :** 0.5% OF CONTRACT VALUE PER WEEK DELAY UPTO 5%.
12. **VENUE :** 1501 BANK OF MAHARASHTRA LOKMANGAL SHIVAJI NAGAR PUNE-5
13. **Payment terms:** The payments shall be made as per the following terms and conditions:
  - i) 30% of the ordered value after the supply of the complete system at site and duly certified by the concerned officer of the Bank & MSEDCL as per the technical specification and terms and conditions specified in the contract.
  - ii) 50% of the ordered value after installation and commissioning of the system, along with the summary of Joint Commissioning & handing over certificate, indicating bill of material and successful commissioning duly countersigned by the designated Bank & MSEDCL officer
  - iii) 15% of the order value shall be released on completion of whole project to the satisfactory level of MSEDCL along with handing over to the MSEDCL.
  - iv) 5% of the order value for Defect Liability Period of 1 years from date of Commissioning. The security deposit may be converted to Bank guarantee.

#### **14. Brief Scope of Work :**

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- iii. The procurement of RMU & cable shall be as per the present Site conditions & compatible to the 11KV network of MSEDCL.
- iv. Liason with MSEDCL for work execution , necessary approval and any documentation etc.
- v. System Handover to MSEDCL.





Bank shall provide separate intimation for date for opening of price bid will be made to only pre- qualified bidders. The sealed price bids of disqualified bidders will be returned by post or can be collected by-hand. In case of any of the condition put-forth by any of the bidding agency, the bidder shall be asked to withdraw the condition or otherwise the particular tenderer shall be disqualified and price bids of remaining tenderers shall be opened on the same day.

15. We agree to execute all the works therein referred to your entire satisfaction and as per MSEDCL specification uptill satisfactory takeover by MSEDCL authority, and as detailed in the contract sum analysis herewith attached.
16. Should this tender be accepted, we hereby agree to abide by and fulfill the terms and provisions of the said conditions of contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the **Bank of Maharashtra** the amount mentioned in the said contract.
17. I/We have submitted a Demand Draft for a sum of **Rs. \_\_\_\_\_/- (Rupees Only)** as tender fee with the **Bank of Maharashtra**, payable at Pune which amount is not to bear any interest. I/we do hereby agree that this sum shall be non-returnable
18. If this tender is accepted, we agree to submit Performance Security Deposit of 3% of total contract value in form of Demand draft or in form of Bank Guarantee within 07 days of accepting work order.
19. The validity of this tender is for a period of 90 days from the date of opening of the tender and it shall remain binding upon us and may be accepted by the **Bank** at any time before the expiration of that period without any additional cost.
20. The formal contract agreement when it is prepared and executed, this Tender together with your written acceptance thereof, shall constitute a binding contract between us. The agreement has to be entered in non-judicial stamp paper of value as per as per latest Maharashtra Stamp Act and we agree to bear the entire cost of agreement charges.
21. We agree to pay Government VAT, GST, Sales-Tax (State & Central), Service Tax, Central Excise Duty, Octroi, Work Contract Tax and all

taxes as prevailing from time to time, on such items for with the same are leviable and the rates quoted by us are inclusive of the same.

22. We agree to make liasoning with MSEDCL for getting necessary approval/sanction, handing over of RMU and other compliances of MSEDCL as and when required during the execution of project.

23. The lists showing the particulars of fit out works carried out and the names of manufactures of specialized items as enclosed, will be followed.

24. The dispute resolution procedure shall be as mentioned in General Conditions of Contract and as per Indian Arbitration & Reconciliation Act.

25. Indian law shall govern the terms and conditions under this contract.

26. NOTE: ALL PAGES OF THE TENDER DOCUMENTS INCLUDING ANNEXURES TO THE TENDER SHALL BE SIGNED & STAMPED.

27. Our bankers are:

- i)
- ii)

Yours faithfully,

Signature of Tenderer  
(By the authorized signatory of the  
Lead firm with Board resolution  
Reference and common seal of company)

Note: A copy of Power of Attorney or Board Resolution for authority imparted for signing tender document shall be enclosed with Technical Bid.

**SECTION – II**  
**ARTICLES OF AGREEMENT**  
**(on non judicial stamp paper of value as per latest Maharashtra Stamp Act)**  
**ARTICLES OF AGREEMENT (FORMAT)**

**Agreement for “SUPPLY, INSTALLATION, ERECTION, TESTING AND COMMISSIONING OF 11KV RMU & CABLES AT BANK OF MAHARASHTRA PUNE”**

BETWEEN

**BANK OF MAHARASHTRA**, HEAD OFFICE, LOKMANGAL, SHIVAJINAGAR, 1501, PUNE - 411005

AND

**M/S. ....**

DATE OF COMMENCEMENT :

DATE OF EXPIRY :

“THIS AGREEMENT is made & executed at Pune on this \_\_\_\_ day of \_\_\_\_ 2021”.

BETWEEN ..... ,Reg. Office:....., a limited company registered under the Company Registration Act with CIN Identification No. .... and having its Head office at ..... hereinafter called “ The Contractor” ( which expression shall include the heirs, executors, Administrators, Legal representatives and permitted assigns along with its successors.) of the ONE PART

AND

BANK OF MAHARASHTRA , a body of corporate constituted under banking companies( Acquisition and transfer of undertaking) Act-1970.“THE BANK” having its registered office at 1501, ‘Lokmanagal’ Shivajinagar Pune - 411005 herein after called “THE BANK” (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, legal representatives and permitted assigns) of the Other Part.

Whereas the Bank of Maharashtra has floated RFP vide **AX1/CSD/11KV RMU SHIFTING/21-22** Dated 11.06.2021, hereinafter called as “ said tender document” with following details as:



Date of Issue: 11.06.2021

Last date of submission:

Date of Pre Bid Meeting:

Date of Opening of Technical Bid:

for the work of **"SUPPLY, INSTALLATION, ERECTION, TESTING AND COMMISSIONING OF 11KV RMU & CABLES AT BANK OF MAHARASHTRA PUNE"**

, hereinafter called as "said work". In response, among the technically qualified bidders, M/s ..... is qualified as bidder based on acceptance of schedule of prices (your letter. No date ) for the said works. The said tender documents are part of this agreement and is attached as Annexure-I.

The bank has approved the contract for **"SUPPLY, INSTALLATION, ERECTION, TESTING AND COMMISSIONING OF 11KV RMU & CABLES AT BANK OF MAHARASHTRA PUNE"**

at lowest rates (L1) on the terms & conditions mentioned in tender document duly accepted by you.

**WHEREAS**

- i. The Bank is desirous of availing work for **"SUPPLY, INSTALLATION, ERECTION, TESTING AND COMMISSIONING OF 11KV RMU & CABLES AT BANK OF MAHARASHTRA PUNE"** at lowest rate (L1),
- ii. The Contractor is in the business of executing the similar electrical works and has agreed to execute the said work as required by the Bank mentioned in the said tender document and the same shall be part of this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following terms and conditions hereinafter contained: -

**Now it is agreed by and between the parties as follows: -**

1. THE CONTRACTOR will engage / employ persons having high integrity & good character. THE CONTRACTOR shall ensure that their conduct will be in order and shall not commit any crime or fraud or shall not violate any laws while discharging their duty.
2. THE CONTRACTOR will ensure that its employees will not disclose any information / papers about banks business to any outsider and observe strict confidentiality.



3. 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 CONTRACTOR besides termination of contract if felt necessary at the discretion of bank.

4. **Payment terms:** The payments shall be made as per the following terms and conditions:

- i. 30% of the ordered value after the supply of the complete system at site and duly certified by the concerned officer of the Bank & MSEDCL as per the technical specification and terms and conditions specified in the contract.
- ii. 50% of the ordered value after installation and commissioning of the system, along with the summary of Joint Commissioning & handing over certificate, indicating bill of material and successful commissioning duly countersigned by the designated Bank & MSEDCL officer
- iii. 15% of the order value shall be released on completion of whole project to the satisfactory level of MSEDCL along with handing over to the MSEDCL.
- iv. 5% of the order value for Defect Liability Period of 1 years from date of Commissioning. The security deposit may be converted to Bank guarantee.

#### 5. Brief Scope of Work :

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- ii. Supply, installation, Erection, testing & commissioning of 11KV RMU & 11KV cables.
- iii. The procurement of RMU & cable shall be as per the present Site conditions & compatible to the 11KV network of MSEDCL.
- iv. Liason with MSEDCL for work execution , necessary approval and any documentation etc.
- v. System Handover to MSEDCL.

#### 6. "Indemnity":

- i. THE CONTRACTOR shall indemnify and always keep, The Bank Indemnified against all the losses or damages that would occur on account acts or commission or omission or negligence by the employees of THE CONTRACTOR to the Bank or its property.
- ii. Such losses or damages by whatever name called is to be made good by THE CONTRACTOR as per decision of the Bank. "THE CONTRACTOR will defend the Bank for any loss or other liability from third party on account any act of commission or omission or negligence or part of THE CONTRACTOR or any of its employees."



- iii. The bank is entitled to recover any loss or damage that would occur on account of acts of commission or omission or negligence by the employees of THE CONTRACTOR to the bank or its property.
7. THE CONTRACTOR will not appoint in sub-contractor to carry out work assigned to them under this agreement.
8. The period of contract is for 01 months from the date of commencement of work. However, the validity of contract shall be upto completion of the project and defect liability period.
9. The rates shall be all inclusive and cover the cost of all materials, transportation, all types of duties, royalties, erection, construction, tools and tackles, plant and equipment, supervision, overheads, profit, all taxes excluding GST and any other expenditure incurred for completion of work as per drawings and specifications.
10. THE CONTRACTOR shall ensure that the Scope of Work & General Minimum Standards, Specification for indoor 11KV RMU & 11KV cables & installation of the same shall comply the sub part under technical service level guidelines of Tender document.
11. All works shall conform in all respects to high standards of engineering, design and workmanship and shall fulfill the anticipated performance during the expected life of the system.
12. **Safety Violation:** THE CONTRACTOR shall be responsible for the safety of persons employed by him on the works and shall report serious accidents to any of them, however and wherever occurring on the works, to the Employer and Owner who shall make every arrangement to render all possible assistance. This shall be without prejudice to the responsibility of THE CONTRACTOR under the Insurance Clause of the General Conditions. Safety norms shall be followed & THE CONTRACTOR shall be accountable of safety violations.
13. **Guarantees/ warranty:** THE CONTRACTOR must guarantee the system/ equipment/ materials/ supplied against faulty design/ material/ components/ workmanship giving rise to breakdowns/under efficiency/ reworks/ replacements etc for period of one year. Comprehensive onsite warranty should be valid for a period of one years from the date of handing over, irrespective of the date of deliveries shall be provided by THE CONTRACTOR. Failure to make-up the breakdowns for during the guarantee period shall automatically attract invocation of the Bank Guarantee/or seizure of retention money.

14. **Termination of Contract:** However, 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 CONTRACTOR, may be terminated by Bank.

"If, THE CONTRACTOR 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; or
- (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.

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

16. Any liability arising on Bank, shall be deducted from the bill of the Contractor and if the full amount is not recovered then the same shall be recovered from the performance security deposit of THE CONTRACTOR. There would be no liabilities towards the workers of THE CONTRACTOR by the Bank.

17. In the event of THE CONTRACTOR failing to execute the work under contract in whole or in part an alternative arrangement will be made by the Bank at the risk and cost of THE CONTRACTOR besides any suitable fine/ penalty as deemed fit by Bank.

18. THE CONTRACTOR shall personally be responsible for the conduct of his staff and in case of any complaint against any staff; THE CONTRACTOR will be under obligation to change the worker when instructed by representative of HO of Bank of Maharashtra for placing the order.

19. THE CONTRACTOR shall observe all the laws and will be responsible for any prosecution or liability arising from breach of any of those laws. Bank will not hold any responsibility with regard to staff on the role of the contractor what so ever.





20. **Performance Security Deposit (PSD)** – Contractor has to submit a Performance security deposit of amount 3% (Three percent on Total order value) in form of DD in favor of Bank of Maharashtra payable at Pune within 07days of the acceptance of Work Order. The same will be kept in the form of Bank Guarantee in name of Bank of Maharashtra payable at Pune. The said PSD shall be forfeited as a compensation for any loss resulting from the failure to perform the obligations under the contract or in the event of termination of the contract or in any event, which Bank thinks fit and proper. The PSD amount shall be adjusted in the final Bill of the contractor.
21. **Defect Liability and Retention amount:** The defect liability period for the work shall be for period of 12 months from the completion of work ("Installation & Commissioning & successful handing over of RMU to MSEDCL").
22. **Liquidated damages for the delay:** If THE CONTRACTOR fails to complete the task within the time provided in the tender, he shall be liable to pay liquidated damages @ 0.5% of the contract price per week up, to a max. of 5% of contract value.
23. **Insurance:** THE CONTRACTOR shall strictly adhere to the clause for Insurance of work & Insurance against accident/ death etc. to workmen as mentioned in the tender document.
24. **Applicable Laws & Jurisdiction:** "This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Pune shall have exclusive jurisdiction over matters arising out of or relating to this Agreement".
25. **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.

## **26. Non-Disclosure Agreement:**

It is hereby agreed that THE CONTRACTOR in this agreement hereby agree as follows.

- i) THE CONTRACTOR shall hold all information about this Agreement as well as tender document and / or information gathered about the Bank through this process in strict confidence with the same degree of care with which THE CONTRACTOR protects its own confidential and proprietary information. THE CONTRACTOR shall restrict disclosure of the information solely to its employees, agents and Sub-contractors on a need to know basis advise those persons of their obligations hereunder with respect to such Information.
- ii) To use the information only as needed for the purpose solely related for the purpose of this Agreement.
- iii) Except for the purpose of execution of this Agreement, not disclose or otherwise provide such information or knowingly allow anyone else to disclose or otherwise provide such information.
- iv) Any information considered sensitive must be protected by THE CONTRACTOR from unauthorized discloser or access.
- v) Any information, Photographs, drawings relating to the electrical RMU work must be protected by THE CONTRACTOR from unauthorized disclosure or access.

## **27. Conflict of Interest:**

Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification. The Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security Deposit, as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the Bidding Documents and/ or the Concession Agreement



or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- i. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
- ii. where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
- iii. subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this subclause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or (b) a constituent of such Bidder is also a constituent of another Bidder; or
- iv. such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- v. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- vi. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Bid of either or each other; or

- vii. such Bidder or any Associate thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the Project.
28. The Bank shall have the authority to reject full or any part of the Service Providers/THE CONTRACTOR contract, which is not confirming to the specifications and complying terms and conditions of tender document. No payment shall be made for unsatisfactory service(s).
29. The Work should be carried out strictly as per standard operating procedure and as per Tender terms & conditions of the tender document & Bank's guidelines issued from time to time.
30. No payment shall be paid for any substandard quality or faulty RMU/cable etc.
31. The necessary bills for payment shall be submitted directly to Corporate office from where the purchase order is placed.
32. Necessary TDS as applicable will be deducted from the bill. It is requested to sign a duplicate copy of this work order as token of acceptance and return back the same to our office.
33. The Bank reserves the right to cancel the empanelment at any time without assigning any reason, whatsoever.
34. Bank may conduct third party inspection of the goods supplied by you at any point of time, to ascertain technical specifications, at your cost. In case, it is found that they do not conform to the technical specification approved by bank, then your company may be recommended to appropriate authority for blacklisting along with other legal actions as deemed fit.
35. Apart from the above THE CONTRACTOR has to execute a separate Integrity pact as per format provided in said tender document.

IN WITNESS WHEREOF the parties hereto have set their hands on the day and date first hereinabove mentioned.

Signed by  
**For Bank of Maharashtra.**  
&  
**For - M/s.**



(Authorized Signatory)  
Witness

From Bank of Maharashtra Side

- 1.
- 2.

From THE CONTRACTOR Side

- 1.
- 2.

### SECTION III

#### GENERAL INSTRUCTIONS TO THE TENDERERS

##### **1. Scope of Work**

Sealed tenders are invited by Bank of Maharashtra for the “**SUPPLY, INSTALLATION, ERECTION, TESTING AND COMMISSIONING OF 11KV RMU & CABLES AT BANK OF MAHARASHTRA PUNE**”

##### **2. Site and Location :** 1501 BANK OF MAHARASHTRA LOKMANGAL SHIVAJI NAGAR PUNE-5

##### **3. Tender Document**

The work has to be carried out strictly according to the conditions stipulated in the tender consisting of the following document and the most workman like manner.

##### **4. Conditions of Contract**

- 1 : Tender Form
- 2 : Articles of Agreement
- 3 : Notice Inviting Tender & General Instructions to the Tenderers
- 4 : Criteria for two part Tender submission and evaluation
- 5 : General Conditions of Contract
- 6 : Additional Conditions of Contract

The above documents shall be taken as complementary and mutually explanatory of one another but in case of ambiguities or discrepancies, shall take precedence in order given below

- a. Price Bid
- b. Technical Specifications
- c. Special Conditions of Contract
- d. Instruction to Tenderers

##### **5. Technical Specifications - Materials & Workmanship**

##### **6. Price Bid - Bill of Quantities**

##### **7. Site Visit**

The Tenderer must acquaint themselves with the site condition at their own responsibility and expenses and data which may be required for the purpose of filling this tender document. The Tenderer is also requested to satisfy themselves regarding the availability of water, power, transportation of materials, the law and order situation, climatic conditions, local authority

requirement, traffic regulations, etc. as to the execution of the work. The Tenderer shall be fully responsible for considering the financial effect of any or all the factors while submitting the tender.

#### **8. Earnest Money Deposit/Bid declaration form**

The Tenderers are requested to submit the Bid Securing Declaration form which is Annexed with this tender in lieu of Earnest Money Deposit.

**9. Performance Security Deposit (PSD) –** Contractor has to submit a Performance security deposit of amount 3% (Three percent on Total order value) in form of DD in favor of Bank of Maharashtra payable at Pune within 07days of the acceptance of Work Order. The same will be kept in the form of Bank Guarantee in name of Bank of Maharashtra payable at Pune. The said PSD shall be forfeited as a compensation for any loss resulting from the failure to perform the obligations under the contract or in the event of termination of the contract or in any event, which Bank thinks fit and proper. The PSD amount shall be adjusted in the final Bill of the contractor.

**10. Defect Liability and Retention amount:** The defect liability period for the work shall be for period of 12 months from the completion of work ("Installation & Commissioning & successful handing over of RMU")

**11. Liquidated damages for the delay:** If THE CONTRACTOR fails to complete the task within the time provided in the tender, he shall be liable to pay liquidated damages @ 0.5% of the contract price per week up, to a max. of 5% of contract value.

#### **12. Signing of Contract Document**

The Successful Tenderer shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith within 7 days from the receipt of Letter of Acceptance/Intent/ Work Order / Confirmation Letter by the Bank, whichever is earlier. The agreement has to be entered on non-judicial stamp paper of value as per latest Maharashtra Stamp Act and charges of the same should be paid by the contractor. However, the written acceptance of the tender by the Bank will constitute a binding agreement between the Bank and successful Tenderer whether such formal agreement is subsequently entered or not.

#### **13. Completion Period**

Time is essence of the contract. The work should be completed in all respects in accordance with the terms of contract within a period of **1 month** from the date of commencement of work or date of issue of the

Work Order.

#### 14. Validity of Tender

Tender shall remain valid and open for acceptance for a period of 90 days from the date of opening the Price Bid. If the Tenderer withdraws their offer during the validity period or makes modifications in their offer which are not acceptable to the Bank, without prejudice to any other right or remedy, the Bank shall be at liberty to forfeit the Performance Security Deposit.

#### 15. Rate and Prices

- i) The Contract shall be on Item rates basis. The Contractor shall be paid for the scope of work as per drawings, specifications as mentioned in Technical and Price bid.
- ii) The Tenderer shall quote their rates for individual items both in words and figures. In case of discrepancy between the rate quoted in words and figures, the unit rate quoted in words will prevail. If no rate is quoted for a particular item the contractor shall not be paid for that item(s) when it is executed. It will be considered as null rate item and contractor have to execute such item compulsorily.
- iii) All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted.
- iv) The Tenderer should not change or modify or delete the description of the item.
- v) Each page of the BOQ shall be signed & stamped by the authorized person and cutting or overwriting shall be duly attested by the Tenderer. A letter of authority from the company shall accompany the tender documents. (Tenderer shall sign and stamp all the pages of tender documents at the lower right-hand corner by the tenderer. All corrections should be initialed in the Commercial Bid. The rates and amount in the commercial bid shall be in typed form. The handwritten filled commercial bid will be summarily rejected.)
- vi) Each page shall be totaled and the grand total shall be given at the end of BOQ.
- vii) **Liasoning with MSEDCL** : Contractor has to do liasoning with MSEDCL for



getting required approvals/testing of RMU or other materials/ handing over of new RMU to MSEDCL, getting receipt of old RMU etc. The amount quoted in Bill of Quantity shall cover all the aforesaid scope. All statutory payment required will be Borne by the Bank.

- viii) The rates quoted in the tender shall include all charges for clearing of site before commencement as well as after completion, water, electricity charges, scaffolding, storage sheds, watching and lighting by night as well as day including Sundays and Holidays, temporary plumbing and electric supply, protection of the general public and safety of adjacent structure / office and the Contractor shall take down and remove any or all such scaffolding, staging, planking, etc., as occasion shall require or when ordered so and fully reinstate and make good all matters and things disturbed during the execution of work, including all necessary protection of the works till handing over to the satisfaction of the Bank.
- ix) The quoted rates must also include cost of debris removal from time to time as required to keep the site clear of clutter and/ or as additionally desired by the bank; the quoted rates must also be inclusive of making good any damages, incidental or otherwise, done to the site, adjoining premises belonging to neighboring owners/ tenants, common areas belonging to the society. The quoted rates shall also include all incidental charges and all charges for taking all applicable insurance policies such as Workman's compensation, ESI, PF, Labour Insurance policies etc. The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to fluctuations in exchange rates, cost of materials, labour wages & conditions, and freights or any other conditions whatsoever. Tenderer must include in their rates all duties taxes and as existing on the date of submission of Tender viz. Import duty, Excise duty, VAT, Sales Tax, GST, Works Contract Tax, Service Tax applicable Octroi, LBT, Labour Cess (if any), Labour oriented taxes, duties, levies, CST, BST, ESI, PF, Professional Tax, surcharge, Insurance premiums of all types and any other tax and duty or other levy levied by the Indian Government or Local authority as applicable including any variation during the contract period and any agreed extension thereto. The rates quoted shall be firm throughout the contract period including time extensions granted, if any. Claims for revision in rates or compensation in any other form whatsoever shall not be entertained by the Bank on account of fluctuations in the following but not limited to:-
- Revision to rate of prevalent taxes
  - New taxes imposed during the execution of works
  - Foreign exchange rates
  - Cost of Materials



- Electricity and water charges
  - Labour wages and conditions
  - Statutory payments like PF, ESI etc
  - Royalties and patent rights
  - Licenses and permit fees
  - Import duties
  - Import / Export regulations
  - Insurance charges
  - Freight charges / Transportation costs
  - Cost of fuel/ lubricants
- Or any other rates, costs or conditions whatsoever

#### **16. Time Schedule**

Time allowed for carrying out the work as mentioned in the Memorandum in the tender form shall be strictly observed by the **Contractor** and it shall be reckoned from the day from the date of issue of Confirmed Work Order/ LOI / Confirmation letter of acceptance of tender whichever is earlier.

#### **17. RULES TO BE FOLLOWED WORKING WITHIN THE BANK OF MAHARASHTRA LOKMANGAL BUILDING SHIVAJINAGAR PUNE-5).**

- i) The work can be carried out on 24X7 basis, provided all the necessary permissions from Bank's Security department are in place. The contractor including all sub-contractors should take utmost care in preventing inconvenience to the nearby incumbents during execution of works.
- ii) The cost of any damage caused to lift or staircase or any part of the premises or buildings within the campus while carrying out the works or shifting of materials should be made good by the contractor, failing of which a suitable compensation from Contractor's bill will be recovered.
- iii) The contractor should ensure smooth co-ordination with the rules & regulations prevailing within the campus and to co-operate with the security system of the campus.
- iv) No stay of Labour is permitted within the premises of Lokmangal building Contractor has to make his own arrangement for staying of his labour.

#### **18. Blacklisting of Contractor/Bidder :**

##### **i. During Bidding Process :**

Bidder 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 Bidder in Blacklist. The information of the same will be submitted to IBA and other agencies. The Bidder will be barred from any participation of tender process in the Bank.

**ii. After Award of Work :**

If any information/document submitted by the successful bidder is found incorrect/ wrong/ fake /forged / spurious, then Bank shall terminate the contract and Blacklist the Bidder. The information of the same will be submitted to IBA and other agencies. The Bidder will be barred from any participation of tender process in the Bank. Further Bank will forfeit the Performance Security Deposit. All the action in the aforesaid matter will be at the discretion of Bank.

## **SECTION IV** **CRITERIA FOR TWO PART TENDER SUBMISSION AND** **EVALUATION**

The **Tenderer** shall note that this Tender is based on two-part bid system. The first part which should be enclosed in a separate sealed cover super scribed as Cover '1' Technical Bid including EMD, drawings, details etc and second part super scribed as Cover '2' Price Bid.

1. Covering letter of Bidder, if any, but without any mention of quoted prices is acceptable. However, if any part of the document contained in Qualifying and Technical Bid has any indication of prices, the entire Bid is liable for rejection.
2. Signed and sealed Bid documents shall comprise of

### **Cover - 1: Technical Bid.**

Bid Securing Declaration & tender fee in a separate sealed cover :

Covering letter with enclosures as specified in Tender – General Conditions of Contract, Special Conditions of Contract / Technical Specifications/ Makes / Corrigendum or Addendums, if any ,Volume D: Tender Drawings

### **Cover -2: Price Bid.**

Only Priced Bill of Quantities (Without any conditions)

**NOTE: - 1) In case of any condition found in the price bid, such bids shall be summarily rejected.**

**2) All pages of tender documents including attached documents shall be signed & stamped.**

**3) All corrections should be initialed in the commercial bid. The rates and amount in the commercial bid shall be in typed form. The handwritten filled commercial bid will be summarily rejected.**

3. All technical submissions required at various parts of the Tender but not limited to the following (It is Tenderers responsibility to ensure that all requirements of submittals as called for in Tender documents are complied with):-
  - i. Instruct the winning bidder to provide for requisite staffing for the project and same shall be complied by the winning bidder, right from start of project through project completion.
  - ii. Equipment to be deployed for this project at site.
  - iii. The Successful Tenderer shall produce detailed time schedule with break-up from start to finish to the satisfaction of the Bank.

4. If it comes to the notice of the **Bank** that the **Tenderer** has suppressed any information or furnished misleading or inaccurate information, or in case whether any litigation currently in progress at the time of submission of bids lead to the decree by the Court of Law against the **Tenderer**, the Bank reserves the right to nullify the qualification and to disqualify the **Tenderer** at any stage of the project. If such information becomes available to the Bank prior to issue of Letter of Intent, the **Tenderer** will be disqualified and will not be considered for award of work, even though the **Tenderer** is eligible for LOI. If such information comes to the knowledge of the Bank after the award of work, the Bank reserves the right to terminate the Contract unilaterally at the total cost and risk of the **Tenderer** and such action would include forfeiture of all deposits, guarantees etc. furnished in any form, all damages as determined at the time of termination. The Bank will also reserve the right to recover any Retention Money, Mobilization Advance paid by invoking of Bank Guarantees. **Tenderer has to provide undertaking on the letter head stating that all the information submitted are genuine and correct and have not been blacklisted in any Govt./PSU/PSB /Govt Aided or by any local bodies including reputed Institution for any work executed for them.**
5. The **Tenderer** shall be deemed to have waived rights if any that they may have or perceive to have as a result of their not being pre-qualified and shall not hold **BANK** for any loss they may have suffered due to their not being pre-qualified.
6. The second part of the **Tender**, namely Cover 2 (Price Bid) should be submitted in a separate sealed cover super scribing "Cover 2 Price Bid".
7. **BANK** will decide the time and place of opening of the Price bid and the names of bidders whose Price bid will be opened on the basis of the method of evaluation described elsewhere in this section.
8. All the covers, i.e. Cover 1 and Cover 2 should be put in Common Cover, which should also be sealed and super scribed with name of work, **Tender** Part No., name of **Tenderer** and submitted to:

The Deputy General Manager,  
Corporate Services Department,  
**Bank of Maharashtra,**  
Head office, Lokmangal, 1501,  
Shivaji Nagar, Pune – 411005.

9. **Evaluation Method:** The method of evaluation will consist of following stages. First Stage: **In this stage, the Cover - 1 containing interalia the EMD will be opened. If Cover I is found deficient, including but not limited to any changes/ amendments made by the Tenderer in the tender documents, BANK reserves the right to reject the entire Tender without further evaluation.**

Second Stage: **If Cover- I is found acceptable and fulfills the pre-qualification criteria of technical bids then the Price bids of those bidders will only be opened and the work shall be awarded to the Lowest Bidder subject to approval on basis of technical evaluation as well as financial viability after arithmetic verification in line with the tender procedures of the bank. Rates to be mentioned in figures as well as words. No tender fee will be return/refunded to any bidders once it is submitted with tender documents.**

10. If, at any stage, it is found that the Tenderer having been selected on the basis of his submissions and support documents thereof in the technical bid but after Award of Contract or during execution, his commitments of resources / levels of performance falls short from what has been promised in the technical bid, BANK reserves the right to take the Remedial actions, as it deems fit at the Cost & Risk to the Tenderer so selected and their Performance security deposit including EMD will be forfeited.
11. **Bank** reserves the right to annul the process of tender or to accept or to reject all or any of the tenders without thereby incurring any liability to any applicant or any obligation to inform any participant of the grounds for its action or assigning any reasons thereof.
12. The **Tenderer** hereby agrees to abide by **Bank's** decision on all matters pertaining to this bid and undertakes not to resort to any actions either Legal or otherwise against **BANK** in this regard, including direct / indirect canvassing / influencing etc., violation of this clause will lead to summary disqualification of the bidder without any reference to them.
13. If lowest bidder after receiving the work order doesn't commence the work within stipulated prescribed time line and does not shows any response, the Bank shall terminate the work order and the EMD/performance security deposit will be forfeited in that case.

## **DEFINITION AND INTERPRETATION OF THE CONTRACT DOCUMENTS**

**MEANING TO BE ASCRIBED TO THE DEFINITION: -**



- i. In the contract the following expression shall, unless the context otherwise requires have the meaning hereby respectively assigned to them shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act, or the Provisional Insolvency Act or any amending statute.
- ii. Arbitration Act shall mean the Arbitration and Conciliation Act, 1996 and rules framed there under as may be amended or re-enacted from time to time.
- iii. Articles of Agreement shall mean the articles of agreement dated entered into between the Bank and the Contractor set out in Section [II] of Volume [1] of the Contract Documents.
- iv. Bidder/Tenderers shall mean the pre-qualified construction agency / agencies approved by the Bank who tender / bid for the Project.
- v. Bill of Quantities/Price Bid shall mean the final rates for the schedule of quantities agreed to between the Bank and the Contractor in relation to the Work to be undertaken as per the terms and conditions contained in the Contract Documents.
- vi. CCD shall mean Changed Construction Directives, issued by the Bank. This shall be issued by way of drawings and/ or specifications indicating any changes to the drawings/specifications already issued.
- vii. Contract means the documents forming the tender and acceptance thereof and the Formal agreement executed between Bank of Maharashtra (Bank) and the Contractor, together with the documents referred therein including these conditions, the specifications, design, drawings and instruction issued from time to time by the Bank and all these documents taken together shall be deemed to form one contract.
- viii. Contract Value/Sum shall mean the value of the entire work as stipulated in the letter of acceptance or tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.
- ix. Contractor shall mean the successful bidder
- x. Drawings / Good for Construction Drawings shall mean the drawings prepared by the BANK, approved by the Engineer in charge of Bank and referred to in the Specifications and any modifications of such drawing as may be issued by the Engineer from time to time, based on which the contractor shall proceed with Construction of Works.
- xi. Project coordinator / Engineer shall mean the authorized representative Appointed by the BANK.
- xii. Final Snag List shall mean final list of items not found consistent with the desired quality norms desired by the Bank. Such list of items shall be prepared by the Bank at the time of issuance of Virtual Completion Certificate and handed over to the contractor for rectification and all such discrepancies shall be rectified at no extra cost to the Bank.

## **SECTION V.** **ELIGIBILITY CRITERIA**

The bidder should fulfill the following eligibility criteria. They are required to submit copies of documents to substantiate their qualifying criteria.

1) Bidder should have valid Registration of PAN, GST, ESI, PF and income Tax clearance certificate etc.

2) The bidder should have average annual turnover of more than **34 lakhs** during the last three financial years i.e. FY 2018-19 ,2019-20 & 2020-21 (Valid CA certificate to be enclosed)

3) 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)

4) The bidder should have successfully executed minimum single work of similar type with of **27 lakh** during last three years (Proof of the same should be submitted for having successfully completed the work) OR

5) The bidder should have successfully executed minimum two works of similar type, with of **17 lakh** during last three years (Proof of the same should be submitted for having successfully completed the work) OR

6) The bidder should have successfully executed minimum three works of similar with **13 lakhs** during last three years (Proof of the same should be submitted)

7) 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.**

8) Only those bidders who have at least **5 years' establishment & having valid Electrical Contractor License(PWD License). Similar Work shall mean** Supply, Installation, Erection, Testing and Commissioning of voltage level 11KV (or above) transformers, RMU cables. The Completion Certificate pertaining to irrelevant works will not be considered. Works other than aforesaid mentioned will not be considered for pre-qualification

9) **Completion Certificate:** Bidder shall submit the completion certificate for above Sr No.4/5/6 mentioning the scope of part/full related to Electrical installation, 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.



### DETAILS OF BIDDERS:

1	Name of the Firm/ Organization				
	Registered Office				
	Pune Office				
	Telephone No.				
	Fax No.				
	E-mail				
	Website				
	Details of Authorized Person On Behalf of the Firm				
2	Year of Establishment				
3	Status of the firm (Partnership firm / Proprietary/ LLP / Company)				
4	Name and Qualifications of Partners / Proprietor / Directors				
	Name	Designation	Qualification	CoA Regn No.	Mobile No.
5 (a)	Whether registered with the Registrar of Companies /Registrar of Firms. If so, mention number & date. (Also enclose copy of Partnership Deed / Registration / Articles and Memorandum of Association)				
(b)	If empanelled with other organizations such as Govt. / Semi-Govt. undertakings, etc. (attach copy of registration, if any)				





6	Name of the Bankers.	Name of the bank:		
		Name of the branch:		
		Phone Nos:		
7	Satisfactory evidence to indicate financial capacity	Contact person phone no.		
		Year	Turnover Rs. in lac	Profit
		31.03.2017		
		31.03.2018		
		31.03.2019		
<i>Please enclose Certified copies of last 3 years Balance Sheet, Profit &amp; loss A/C &amp; IT returns.</i>				
8	Registration with Tax Authorities			
	i) Income-tax (PAN) No.			
	ii) Service tax no.			
	iii) EPF Reg. No.(if applicable)			
	iv) ESI Reg. No. (if applicable)			
9	iv) GST no.			
	Details of works executed in last 5 years (as per Performa I & II attached)			
10	Whether any Civil suit / Litigation arisen in the projects, against Architect, executed during last 05 years / being executed now. If yes, please furnish details.			

11	Key personnel employed: (as per Performa III attached) (Detailed C.V.'s to be attached) Indicate special expertise and projects in which such techniques were employed	
12	Infrastructure of the firm viz. office space, office equipment.(as per Performa IV attached )	
13	Whether related to any staff member of Bank of Maharashtra. If yes, please elaborate.	
14	Please give reference with address and telephone no. of 2 persons for whom you have executed works of importance who may be directly contacted by the bank about the ability, competence or capability	
	Name	Address and telephone numbers
15	List of major clients	
16	Whether Empanelled in Government e Market Place (GEM Portal)	
17	Any other relevant information	

Note: Where copies are required to be furnished, these are to be self-attested / notarized copies. In case you intend to give further / more information, please attach separate sheets.

**Signature and Seal of**

**Applicant.**

Date:

## PROFORMA – I

### PARTICULARS OF RELEVANT WORKS EXECUTED

Sr. No.	Name of Work / Project executed	Short description of work	Name & Address of Owner /Client	Value of work executed	Stipulated time of completion	Actual time of completion	Copy of Work Order / completion certificate from the Client.
1	2	3	4	5	6	7	8
1							
2							
3							
4							
5							
6							

**Signature and Seal of Applicant**



## PROFORMA – II

### PARTICULARS OF WORKS IN HAND FOR CLIENTS

Sr. No	Name of Work / Project being executed & address / location	Short description of work	Name & Address of Owner / Client	Value of work to be executed	Stipulated time of completion	Copy of Work Order / Certificate from the Client.
1	2	3	4	5	6	8
1						
2						
3						
4						
5						
6						

**Signature and Seal of Applicant**



## PROFORMA – III

### KEY PERSONNEL PERMANENTLY EMPLOYED

Sr. No	Name	Designation	Qualifications	Experience	No. of Years engaged with the firm	Any other information
1	2	3	4	5	6	7

**Signature and Seal of Applicant**

## PROFORMA – IV

### Details of Infrastructure in Office

Sr. No.	Items	Details
1	Address of the office.	
2	Office premises, area etc. in Sq. Mtrs.	
3	Fax and Other equipment	
4	Telephones	
5	Number of Computer workstations	
6	Software used for planning, estimating, execution, supervision etc.	
7	Details of Office Network across India	
7	Any other information	

### Signature and Seal of Bidder

Note: Information has to be filled up in this format.

## **SECTION- VI**

### **GENERAL CONDITIONS OF CONTRACT**

#### **Type of Contract**

The Contract shall be an Item-rate (Re-measurable) Contract and the **Contractor** shall be paid for the actual quantity of work done, as measured at site, at the rates quoted/ accepted by him in the Contract Bills of quantities.

#### **1.0 Total Security Deposit**

Total security deposit comprises: Earnest Money Deposit (Bid Securing Declaration) ,Performance Security Deposit in form of DD/ Bank guarantee and Retention amount

##### **a) Earnest Money Deposit/ Bid Securing Declaration**

The Tenderers are requested to submit the Bid Securing Declaration form which is Annexed with this tender in lieu of Earnest Money Deposit.

**b) Performance Security Deposit (PSD) –** Contractor has to submit a Performance security deposit of amount 3% (Three percent on Total order value) in form of DD in favor of Bank of Maharashtra payable at Pune within 07days of the acceptance of Work Order. The same will be kept in the form of Bank Guarantee in name of Bank of Maharashtra payable at Pune. The said PSD shall be forfeited as a compensation for any loss resulting from the failure to perform the obligations under the contract or in the event of termination of the contract or in any event, which Bank thinks fit and proper. The PSD amount shall be adjusted in the final Bill of the contractor.

**c) Retention Amount :** A retention amount of 5% of Final Bill amount shall be kept for 01 year from the completion of Work in all respect. The same amount will be released based on successful completion of 01 year without any defects. If contractor does not attend and rectify the defects within retention period then Bank can get rectify it from other agency and such expenditure will be deducted from the retention amount. In such case balance amount will only be released or may be forfeited as a penalty to the contractor. It will be sole discretion of the Bank.

**No Interest shall be paid on the amount retained by the Bank as Performance Security Deposit and Retention amount.**

#### **2.0 Language**

The Language in which the contract documents shall be drawn shall be in

English.

### 3.0 Errors, Omissions & Discrepancies

Under no circumstances shall the drawings be scaled or measured; only written dimensions shall be followed. In case of errors or omissions in drawings, the contractor shall notify the BANK by issuing a RFI (Request for information) clearing stating the error or omissions.

In case of discrepancy between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.

In case of discrepancy between written description of an item in Bill of Quantities and corresponding technical specification, the former shall be adopted. In case of difference between rates written in figures and words, the rate in words prevail. Between the duplicate/subsequent copies of the tender, the original tender shall be taken as correct.

### 4. Brief Scope of Work : “SUPPLY, INSTALLATION, ERECTION, TESTING AND COMMISSIONING OF 11KV RMU & CABLES AT BANK OF MAHARASHTRA PUNE”

- i. Supply, installation, erection, testing & commissioning of 11KV RMU within Lokmangal Premises & Shifting of old RMU to MSEDCL store.
- ii. Supply, installation, Erection, testing & commissioning of 11KV RMU & 11KV cables.
- iii. The procurement of RMU & cable shall be as per the present Site conditions & compatible to the 11KV network of MSEDCL.
- iv. Liason with MSEDCL for work execution , necessary approval and any documentation etc.
- v. System Handover to MSEDCL.

### 5.0 LOA or Work Order & Agreement

**5.1** Letter of Acceptance or Work Order: Within the validity period of the tender the Bank shall issue a letter of acceptance by registered post or otherwise depositing at the address of the contractor as given in the tender to enter into a Contract for the execution of the work as per the terms of the tender. The letter of Acceptance shall constitute a binding contract between the Bank and the Contractor.

**5.2 Contract Agreement:** On receipt of intimation of the acceptance of tender



from the Bank the successful Tenderer shall be bound to implement the contract and within 7 days thereof shall sign an agreement in a standard format with Bank in a non-judicial stamp paper of value as per latest Maharashtra Stamp Act. The value of stamp paper shall be calculated based on the tendered amount and the same shall be borne by the contractor.

### **6.0 Ownership of drawings**

All drawings, specifications and copies thereof furnished by the Bank are the properties of the Bank. They are not to be used on other work.

### **7.0 Detailed drawings and instructions**

The Bank shall furnish with reasonable promptness additional Instructions by means of drawings or otherwise necessary for the proper execution of work. All such drawings and instructions shall be consistent with contract document, true development thereof and reasonably inferable there from. The work shall be executed in conformity therewith and the contractor prepare a detailed program schedule indicating the date of Start and Completion of various activities on receipt of the work order and submit the same.

### **8.0 Liquidity Damage**

If the contractor fails to maintain the required progress or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion without justification in support of the cause of delay, it may be called upon without prejudice to any other right of remedy available under the law to the Bank on account of such breach to pay a liquidated damages at the rate of 0.5% of the actual project cost of the work per week of delay subject to a maximum of 5% of the actual project cost.

### **9.0 Materials, Appliances and Employees**

Unless or otherwise specified the contractor shall provide and pay for all materials, labour, water , power, tools, equipment , transportation, loading, unloading and any other facilities that are required for the satisfactory execution and completion of the work. Unless or otherwise specified all materials shall be new and both workmanship and materials shall be best quality. The contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to it. Workman whose work or behavior is found to be unsatisfactory by the Bank shall be removed from the site immediately.

The Contractor shall note that no child labour (less than 18 years of age) on the work shall be employed.

The Bidder shall use all materials conforming to relevant BIS/ relevant Code and will use the best materials of approved manufacture.

### **10.0 Permits, Laws and Regulations**

Permits and licenses required for the execution of the work shall be obtained by the contractor at its own expenses. The contractor shall give notices and comply with the regulations, laws, and ordinances rules, applicable to the contract. If the contractor observes any discrepancy between the drawings and specifications, he shall promptly notify the Bank in writing. If the contractor performs any act which is against the law, rules and regulations it shall meet all the costs arising there from and shall indemnify the Bank against any legal actions arising there from.

### **11.0 Setting out works**

The contractor shall set out the work and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof and get it approved by & Bank before proceeding with the work. If at any time any error in this respect shall appear during the progress of the works, irrespective of the fact that the layout had been approved the Bank, the contractor shall be responsible for the same and shall bear the cost to rectify such error, if so, required to satisfaction of the Bank.

### **12.0 Protection of works and property**

The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Bank's properties from injury or loss arising in connection with contract. The contractor shall make good any such damage, injury, loss, except due to causes beyond his control and due to its fault or negligence.

The contractor shall take adequate case and steps for protection of the adjacent properties. The Contractor shall take all precautions for safety and protections of his employees on works and shall comply with all applicable provisions of Govt. and local bodies, safety laws and building codes to prevent accident, or injuries to persons or property on about or adjacent to his place of work. The Contractor shall take insurance covers as per compliance of the contract at its own cost. The policy to be taken in joint names of the contractor and the bank and the original policy may be lodged with the Bank. The contractor shall indemnify the Bank in any type of loss / damage occurred at site.

### **13.0 Inspection of Work**

The Bank or their representatives and MSEDCL officials shall at all reasonable time have free access to the work site and / or to the workshop, factories or

other places where materials are lying or from where they are obtained and the contractor shall give every facility to the Bank and their representatives for necessary inspection and examination and test of the materials and workmanship. No person unless authorized by the Bank except the representative of public authorities shall be allowed on the work at any time.

#### **14.0 Assignment and subletting**

In normal circumstances, subletting or assigning part or entire work shall not be permitted. However, for specialized works, if unavoidable, only with the prior approval of the Bank, subletting or assigning part of the work shall be permitted. However, in case of assignment or subletting the work to another agency, it shall not relieve the main contractor from the responsibility of his overall responsibilities and liabilities of the work. In any case it is responsible of the main contractor to appoint overall supervisor at site for one-point coordination.

#### **15.0 Obtaining information related to the execution of work**

No claim by the contractor for additional payment shall be entertained which is consequent upon failure on its part to obtain correct information as to any matter affecting the execution of the work nor any misunderstanding or the obtaining incorrect information or the failure to obtain correct information relieve the contractor from any risk or from the entire responsibility for the fulfillment of the contract.

#### **16.0 Virtual Completion Certificate (VCC)**

On successful completion of entire works covered by the contract to the full satisfaction of the Bank, the contractor shall ensure that the following works have been completed to the satisfaction of the Bank:

- a. Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's equipment and machinery.
- b. Demolish, dismantle and remove the contractor's site office, temporary works including labour sheds/ camps and construction and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the Bank not incorporated in the permanent works.
- c. Remove all rubbish, debris etc from the site, the premises / land allotted to the contractor by the Bank and shall clear, level, and dress, compact the site as required by the Bank.
- d. Shall put the Bank in undisputed custody and possession of the site.
- e. Shall hand over the work in a peaceful manner to the Bank
- f. All defects/ imperfections/snag points have been attended and rectified as pointed out by the Bank to the full satisfaction of Bank.

Upon the satisfactory fulfillment by the Contractor as stated above, the contractor shall be entitled to apply to the Bank that he is satisfied with the completed work. Relative to whom the completion certificate has been sought, the Bank upon of the receipt of the application for the Virtual Completion Certificate, subject to satisfactory compliance of all conditions leading to VCC issuance, issue a VCC in respect of the work for which the VCC has been applied.

This issuance of a VCC shall be without prejudice to the Bank's right and contractors liabilities under the contract including the contractors liability for defects liability period nor shall the issuance of VCC in respect of the works or work at any site be construed as a waiver of any right or claim of the Bank against the contractor in respect of work or work at site and in respect of which the VCC has been issued.

## 17.0 Insurance of works

**17.1** Without limiting its obligation and responsibility under the contract, the contractor shall insure in the joint names of the Bank and the contractor against all loss of damages from whatever cause arising other than the excepted risks for which it is responsible under the terms of contract and in such manner that the Bank and contractor are covered for the period stipulated in GCC and are also covered during the period of maintenance for loss or damage arising from a cause occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by it for the purpose of complying with its obligation under this clause.

- a. The works for the time being executed to the estimated current contract value thereof, or such additional sum as may be specified together with the materials for incorporation in the works at their replacement value.
- b. The construction plant & other things brought to the site by the contractor to the replacement value of such constructional plant and other things.
- c. Such insurances shall be effected with an insurer and in terms approved by the Bank which approval shall not be unreasonably withheld and the contractor shall whenever required produce to the Bank the policy if insurance and the receipts for payment of the premium.

**17.2** The **Contractor** shall, at his own expense, effect and maintain till the issue of the **Virtual Completion Certificate under this contract**, with an insurance company approved by the **Bank, Contractors All Risks (CAR) Policy Insurance** including earthquake, cyclone risk in the joint names of the **Bank** and the

**Contractor (Bank of Maharashtra being the Beneficiary)** against all risk as per the standard comprehensive All Risk Policy for the total amount of Contract i.e. Work Order amount inclusive of all taxes, duties, levies etc and deposit such policy or policies with the **Bank** before commencing the works. Apart from the same, all labour related insurance such as Workmen's Compensation, ESI & PF shall be strictly obtained by the contractor and no extra claim whatsoever would be entertained, during the course of execution of works on site.

### **17.3 Damage to persons and property**

The contractor shall, except if and so far as the contract provides otherwise indemnify the Bank against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims proceedings, damages, costs , charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect to

- a. Permanent use or occupation of land by or any part thereof
- b. The right of Bank to execute the works or any part thereof on, over, under, in or through any lands.
- c. Injuries or damages to persons or properties which are unavoidable result of execution of maintenance of the works in accordance with the contract
- d. Injuries or damage to persons or property (both movable & immovable) resulting from any act or neglect of the contractors agent, employees or other contractors not being employed by the contractor for or in respect of any claims, proceedings, damages, cost, charges and expenses respect thereof or in relation thereto or where the injury or damage was contributed by the contractor, its servants or agent or other contractors for the damage or injury.

### **17.4 Contractor to Indemnify BANK**

The Contractor shall indemnify the Bank against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision of the relevant clause of the RFP.

### **17.5 Contractor's superintendence**

The contractor shall fully indemnify and keep indemnified the Bank against any action, claim, or proceeding relating to infringement or use of any patent or design or any other intellectual property rights or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claim made under or action brought against the Bank in respect of such matters as aforesaid the



contractor shall be immediately notified thereof and the contractor shall be at liberty at his own expenses to settle any dispute or to conduct any litigation that may arise there from.

### **17.6 Third Party Insurance**

**17.6.1** Before commencing the execution of the work the contractor but without limiting its obligations and responsibilities under relevant clause of this conditions shall insure against its liability for any material or physical damage, loss, or injury which may occur to any property including that of Bank, or to any person , including any employee of the Bank by or arising out of the execution of the works r in the carrying out of the contract, otherwise that due to the matters referred to in the proviso to relevant clause thereof.

#### **17.6.2 Minimum amount of Third Party Insurance**

Such insurance shall be effect with an insurer and in terms approved by the Bank which approval shall not be reasonably withheld and for at least the amount stated below. The Contractor shall, whenever required, produce to the Bank the policy or policies of insurance cover and receipts for payment of the current premium.

**17.6.3** The minimum insurance cover for physical property, injury and death is INR 20.0 lakhs per occurrence with **no limit on the number of such accidents or occurrences**. After such occurrence the Contractor shall pay additional premium necessary to make insurance valid for four occurrences always.

### **17.7 Accident of injury to workmen**

**17.7.1** The Bank shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or any sub contractor, save and except an accident or injury resulting solely from any act or default of the Bank or its agent, or employees. The contractor shall indemnify

and keep indemnified the Bank against all such damages, and compensation, save and except said as aforesaid and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

#### **17.7.2 Insurance against accidents to workmen**

The contractor shall insure against such liability with an insurer approved by the Bank during the whole of the time that any persons are employed by him on the works and shall, when required, produce to the Bank such policy of insurance and receipt for payment of the current premium. Provided always that, in



respect of any persons employed by any sub contractor the contractor's obligation to insure as aforesaid under this sub clause shall be satisfied if the sub contractor shall have insured against the liability in respect of such require such sub contractor to produce to the Bank when such policy of insurance and the receipt for the payment of the current premium.

### **17.8 CONTRACTORS LIABILITY AND INSURANCE SUMMARY:**

<b>Sr. No.</b>	<b>Nature and scope of Insurance risk policy of</b>	<b>Value of insurance</b>	<b>Validity Period</b>	<b>Name of the insurer</b>
1	Loss of damage to works or any part thereof materials at site from any cause whatsoever and all	100 % of the Contract Value	The Policy should be valid till the expiry of defects liability period.	The policy should be in the joint name of Bank of Maharashtra & the Contractor
2	Damages , loss, or injury to any property of the bank to any person including for his agents and servants	100 % of the Contract Value	The policy shall be valid till expiry of defect liability period.	The policy shall be in Joint name of Bank of Maharashtra and the Contractor
3	Claims under the workmen's compensation act 1923 / ESI / EPF / Labour charges	As per Gov. rules	The policy shall be valid till expiry of Defect liability period	The Policy shall be in the name of Bank of Maharashtra and the

#### **Note:**

The insured amount for policy under sr.no1 above may be obtained through Nationalized insurance company as follows:

- A)** At the time of commencement of the work 100% of contracted value valid for  
4months or the project completion period whichever is higher
- B)** This will be further extended to cover the Defects liability period and submitted  
to the Bank prior to the Virtual Completion.

#### **Note 2**

The insurance policies for sr.2 & 3 should be obtained in joints name of the Bank and the contractors at the time of commencement of the work and the same should be valid throughout the tenure of the contract including 12 months

defect liability period.

### Note 3

The Contractor shall take policy to cover all risk whatsoever.

## 18.0 Remedy on contractors failure to Insure

**18.1** If the contractor fails to effect and keep in force the insurance referred to above or any other insurance which it may be required to effect under the terms of contract, then and in any such case the Bank may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Bank as aforesaid from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.

**18.2** Without prejudice to the other rights of the Bank against contractor, in respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damage costs, charges and other expenses paid by the Bank and which are payable by the contractors under provision of this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

## 19.0 Commencement of Work

The date of commencement of the work shall be reckoned as the date of handing over the site or 07 days from the date of issue of letter of acceptance of tender by the Bank whichever is later.

## 20.0 Time for Completion

Time is essence of the contract and shall be strictly observed by the Contractor. The Entire work shall be completed within a period of **1 month from the date of issue of work order**. If required in the contract or as directed by the Bank, the contractor shall complete certain portions of the works before completion date of the entire work. However, the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

## 21.0 Extension of Time

If work is delayed for reasons beyond the control of the contractor, the Bank





may grant a fair and reasonable extension of time for completion of the works as per the terms of the contract. If the contractor needs the extension of time for the completion of the works or the completion for the works is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the contractor shall apply to the bank in writing at least 15 days before the expiry of the schedule time and while applying for the extension of time it shall furnish the reason in detail and its justification if any for the delays. While granting extension of time the contractor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the Bank, the provision of the liquidated damage as stated herein this conditions shall become applicable. Further the contract shall remain in force even for the period beyond the due date completion irrespective whether the extension is granted or not.

## **22.0 Rate of Progress**

Whole of the material, plant and labour to be provided by the contractor and the mode, manner and speed of execution and maintenance of the works are to be of kind and conducted in a manner to the satisfaction of the Bank. Should the rate of progress of the work or part thereof be at any time be in the opinion of the Bank seems too slow to ensure the completion of the whole of the work by the prescribe time or extended time for completion the Bank shall thereupon take such steps as considered necessary to expedite progress so as to complete the works by the prescribed time or extended time.

## **23.0 Working hours / Work during nights and holidays**

The site will be available on 24X7 basis for carrying out works. However, it is the duty of contractor to ensure judicious utilization of labour force as per extant labour norms prevailing time to time. If the Contractor's work extends beyond the mentioned working time, the Contractor well in advance, shall take permission of the Bank and execute the works strictly in compliance with extant guidelines of Labour act, Bombay Shops & Establishment Act (Relevant sections).

Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried out on during the night or on holidays without the permission in writing of the Bank. When the work is unavoidable or absolutely necessary for the saving of life or property or the safety of the work in which case the contractor shall immediately advise in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works being technically required continued with the prior approval at no extra cost to the



Bank. All work at night after obtaining approval from competent authorities shall be carried out without unreasonable noise and disturbance. However, any change in the time duration would in no way affect the overall time schedule of the project and the project would have to be completed within the allotted time frame.

#### **24.0 No Compensation for restriction of work**

If at any time after acceptance of the tender, the Bank shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not required the whole or any part of the works to be carried out. The Bank shall give notice in writing to the effect to the contractor and the contractor shall act accordingly in the matter the contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which it might have derived from the execution of the works fully but which it didn't derive in consequence of the foreclosure of the whole or part of the work.

In case, the work has been stopped temporarily due to objection of nearby occupants / by any other means, the bank will not compensate for the idle sitting of workmen. Such delays shall be noted in the Hindrance register maintained at site by the contractor and shall be counter signed by Contractor's representative and Bank from time to time. Finally, the delays which are not attributable to contractor shall be considered favorably while obtaining time extension for the project from competent authority. Also no Price Variation Adjustment will be entertained.

#### **25.0 Suspension of work**

The contractor shall, on receipt of the order in writing of the Bank (whose decision shall be final & binding on the contractor) suspend the progress of the works or part thereof for such time and in such manner as Bank may consider necessary so as not to cause any damage or injury to the works already done or endanger the safety thereof for any of the following reasons:

- a. On account of any default on the part of the contractor or
- b. for proper execution of the works or part thereof for reasons other than the default of the contractor, or
- c. For safety of the works or part thereof.

The contractor shall during such suspension, properly protect and secure the works, the extent necessary and carry out the instructions given in that If the suspension is ordered for reasons (b) and (c) as mentioned above the contractor shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be paid on this account.



## **26.0 Action when the whole security deposit is forfeited**

In any case in which under any clause or clauses of this contract, the contractor shall have rendered itself liable for to pay compensation amounting to the whole of its security deposit, the Bank shall have the power to adopt any or all of the following course as may deem best suited to the interest of the Bank:

- a. To rescind the contract (of which rescission notice in writing to the contractor by Bank shall be conclusive evidence) and in which case the security deposit of the contractor shall be forfeited and be absolutely at the disposal of the bank.
- b. To employ labour paid by the Bank and to supply materials to carry out the works ,or any part of the works, debiting the contractor with the cost of the labour and materials the cost of such labour & material as worked out by the Bank shall be final and (conclusive against contractor) and crediting it with the value of the work done, in all respects in the same manner and at same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract. The certificate of the Bank as to the value of work done shall be final and conclusive against the contractor.
- c. To measure up the work of the contractor , and to take such part thereof as shall be unexecuted , out of its hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by the contractor (of amount of which excess the certificates in writing of the Bank shall be final and conclusive) shall be borne by original contractor and may be deducted from an money due to it by the Bank under the contract or otherwise, or from its security deposit or the proceeds of sale thereof, or sufficient part thereof.

In the event of any of above course being adopted by the Bank, the contractor shall have no claim to compensation for any loss sustained by reasons of its having purchased or procured any material or entered in to any agreements or make any advances on account of, or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescind under the provision aforesaid. The contractor shall not be entitled to receive to be paid any sum or any work thereto for actually performed under this contract.

## **27.0 Owner's / Bank' right to terminate the contract**

If the contractor being an individual or a firm commits any "Act of insolvency" or shall be adjudged an insolvent or being an incorporated company shall have an order of compulsory winding up voluntarily or subject to the supervision of Govt. and or the official assignee of the liquidator in such acts of insolvency or winding up, within a period of seven days, after notice to the contractor to do



so, shall show to the Bank with reasonable satisfaction that Contractor is able to carry out and fulfill the contract and to give security thereof if so required by the Bank.

Or if the contractor shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor or shall assign or sublet this contract without the consent in writing of the Bank or shall charge or encumber this contract or any payment due to which may become due to the contractor hereunder

- a. Has abandoned the contract
- b. Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the Bank written notice to proceed, or
- c. Has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon , or has failed to remove the materials from the site or to pull down and replace works within 7 days after written notice from the Bank that the said materials were condemned and rejected by the Bank under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for 7days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the Bank's instructions to the contrary subject any part of the contract. Then and in any of said cases the bank may notwithstanding any previous waiver, after giving 7days notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the Bank the obligation and liabilities of the contractor whole of which shall continue in force as fully as if the contract had not been determined and as if the works subsequently had been executed by or on behalf of the Contractor. And, further the Bank, their agents employees may enter upon and take possession of the works and all plants , tools, scaffolding, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to complete the work and the contractor shall not in any ways interrupt to do any act, matter to think to prevent or hinder such other contractor or other persons employed for completing and finishing or using the materials and plant for the works.

When the works shall be completed by the contractor, the Bank shall give a notice in writing to the contractor to remove its surplus materials and plants and should the contractor fail to do so within 14 days after receipt thereof, the Bank sell the same through public auction after due publication, and shall

adjust the amount realized by such auction against the amount payable if any. The contractor shall have no right to question any of the acts of the Banks incidental to the sale of the materials etc.

### **28.0 Certificate of Payment**

All payments shall be made strictly in accordance to the payment terms of the tender

It is clarified to the Contractor that, the joint measurement of any Item /Works by the Bank shall not be considered as means of approval for the subject Item / works for the payment. The Item / Works shall be entertained for Payment only after 100% of the subject Item / Works approved and to complete satisfaction of Bank. Provided always that the issue of any certificate by the Bank during the progress of works or completion shall not have effect as certificate of satisfaction or relieve the contractor from its liability under this clause.

### **29.0 Arbitration**

Except where otherwise provided in the contract all question and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specification, estimates, instructions orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Bank or in case the Contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the Contractor shall forthwith give notice in writing of his claim, or dispute to the Deputy General Manager (Corporate Services Department) / within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the Contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any such claim by the Contractor unless notice of such claim shall have been given by the Contractor to the Deputy General Manager (Corporate Services Department) in the manner and within the time as aforesaid. The Contractor



shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the Deputy General Manager (Corporate Services Department) Bank of Maharashtra, in writing in the manner and within the time aforesaid.

The Deputy General Manager (Corporate Services Department), shall give his decision in writing on the claims notified by the Contractor. The Contractor may within 30 days of the receipt of the decision of the Deputy General Manager (Corporate Services Department), submit his claims to the conciliating authority namely the General Manager (Corporate Services) Bank of Maharashtra for conciliation along with all details and copies of correspondence exchanged between him and the Deputy General Manager (Corporate Services Department), Bank of Maharashtra.

If the conciliation proceedings are terminated without settlement of the disputes, the Contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Executive Director of the Bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the Contractor shall be deemed to have been considered absolutely barred and waived. Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or difference arising out of the notified claims of the Contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Executive Director. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Deputy Managing Director & Corporate Development Officer. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.

It is also a term of this contract that no person other than a person appointed by such Executive Director as aforesaid should act as arbitrator. The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or reenactment thereof and the rules made there under. It is also a term of the contract that if any fees are payable to the arbitrator these shall



be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank Officer.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

### **30.0 Sub Contracting**

Contractor shall not sub-let any work without the consent / permission of the Bank. The Main Contractor may if required, at the discretion of the Bank and with prior approval from the same, sublet the works only to the Contractors Empanelled with Bank of Maharashtra and who are capable of undertaking such a magnitude of work and reputed in their discipline.

### **31.0 Power supply**

The Bank shall supply the Power & emergency power back up at one point for the works at site.

### **32.0 Price Variation / Escalation**

The contract rates shall be firm and shall not be subject to fluctuation in the cost of materials, labour, transport, rate of exchange, taxation & introduction of any new taxes, duties, levies etc whatsoever till completion of work including the extension of time thereto.

### **33.0 Force majeure**

- i) Neither contractor nor the Bank shall be considered in default in performance of the obligations if such performance is prevented or delayed by events such as but not limited to War, hostilities revolution, riots, civil commotion, lockout, conflagrations, epidemics, fire, storms, floods, droughts, earthquakes or ordinances or any act of God or for any other cause beyond the reasonable control of the party affected pr prevented or delayed. However, a notice is required to be given within 30days from the happening of the event with complete details, to the

other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

- ii) As soon as the cause of force majeure has been removed the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.
- iii) From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting there from having been removed, the agreed time completion of the respective obligations under this agreement shall stand extended a period equal to the period of delay occasioned by such events.
- iv) Should one or both parties be prevented from fulfilling the contractual obligations by state of force majeure lasting to a period of 2 months or more, the two parties shall each other to decide regarding the future execution of this agreement.

### **35.0 Local laws, Acts, Regulations**

The contractor shall strictly adhere to all preventing labour laws inclusive of contract labour (regulation and abolition) act of 1970 and other safety regulations, premium payments and shall abide with all the terms & conditions of the said Acts. The contractor shall comply with the provision of all labour legislation including the latest requirements of all the Acts, laws, any other regulations that are applicable to the execution of the project.

- i. Minimum wages Act 1948 (amended)
- ii. Payment of wages Act 1936 (amended)
- iii. Workmen's compensation Act 1923 (amended)
- iv. Contract labour regulation and abolition act 1970 and central rules 1971
- v. (amended)
- vi. Apprentice Act 1961 (amended)
- vii. Industrial employment (standing order) Act 1946 (amendment).
- viii. Personal injuries (compensation insurance) act 1963 and any other modifications
- ix. Employee's State Insurance Act & Employees Provident Fund Act and misc provision act 1952 and amendment thereof
- x. Bombay Shop and establishment act 1948.
- xi. Any other act or enactment relating thereto and rules framed there under from time to time.



- xii. Factories Act 1948
- xiii. Child labour (Prohibition and Regulation) Act 1986
- xiv. The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996 and such other as may be made applicable. The contractor hereby indemnifies the Bank against any penalty / loss suffered by the bank due to non – compliance of any of the labour law regulations including but not limited to regulations mentioned above.

### 36.0 Accidents:

The contractor shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the Bank. The contractor shall also report such accident immediately to the competent authority and take appropriate actions thereof.

### 37.0 Deduction for uncorrected work

If the **Bank** deems it inexpedient to correct work damaged or not done in accordance with the Contract, an equitable deduction from the Contract price shall be made there for.

### 38.0 Payments withheld

The **BANK** may withhold or on account of a subsequently discovered evidence nullify the whole or a part of any certificate to such extent as may be necessary in his reasonable opinion to protect the **Bank** from loss on account of :

- a) Defective work not remedied.
- b) Failure of the **Contractor** to make payments properly due for materials or labour and/or to other Sub-Contractors
- c) Damage incurred on the Works of other contractors on account of breach of contract, default, negligence, errors and/or omissions of the Contractor in the performance of its Works.
- d) Non adherence of Safety, Health & Environment norms as specified
- e) When the above grounds are removed or rectified within the time limit as instructed by the Bank, payment shall be made for amounts withheld because of them.

### 39.0 Liens

The **Contractor** represents that the work called for under this contract shall be performed, finished and delivered to the Bank free from all claims, liens and charges of any kind within the spirit of this contract.

### 40.0 Corrupt Practices

No representative of the Bank or any one directly or indirectly involved in this



Works shall be offered by the **Contractor** or any of his Sub Contractor, directly or indirectly, any benefit, fee, commission, dividend, gift or consideration of any kind in connection with the services and will not at any time offer gratuities or merchandise cash services or other inducement. The Contractor is aware of and familiar with the existence, provisions and purposes of the Anti-Bribery laws described below:

The prevention of corruption Act of 1998 (Indian Law) of the Indian penal code and the Foreign contribution (Regulation) Act of India (1976).

#### **41.0 Environmental laws**

The Contractor shall be solely liable for any breach of the applicable Laws including the Environmental Laws in relation to the Work to be undertaken under the Contract Document.

#### **42.0 Miscellaneous**

##### **42.1 Further Assurance**

From time to time, as and when requested by either Party hereto, the other Party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions, as such other Party may reasonably deem necessary or desirable to consummate the transactions contemplated under the Contract Documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of the Contract Documents.

##### **42.2 Amendments**

The Contract Documents may be amended or modified, and any of the terms hereof may be waived, only by a written instrument duly executed by the Bank. No waiver by the Bank of any term or condition contained of the Contract Documents, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of the Contract Documents on any future occasion.

##### **42.3 Notices**

All notices, demands or requests or other communication required or permitted under the Contract Documents shall be written in English, and shall be made by hand delivery, registered post, facsimile transmission, certified mail, Federal Express or a similarly internationally recognized overnight courier service or facsimile, to the other Parties at the address provided as follows:



If to the Bank: The Deputy General Manager,  
**Address:** 1<sup>st</sup> Floor, Bank of Maharashtra,  
Corporate Services Department,  
Head Office, Lokmangal, 1501,  
Shivaji Nagar, Pune-411005.  
Email : [ankit.tiwari@mahabank.co.in](mailto:ankit.tiwari@mahabank.co.in)  
[nilesh.gharge@mahabank.co.in](mailto:nilesh.gharge@mahabank.co.in)

If to the Contractor:

**Address:**  
**Telephone: Fax:**  
**Email:**

#### **43. Governing Law and Jurisdiction**

The Contract Documents shall be construed and interpreted in accordance with and governed by the laws of India and the Courts at Pune, India shall have jurisdiction over all matters arising out of or relating to the Contract Documents.

#### **44. Guarantee / Warrantee**

All required guarantees /warrantee certificates of manufacturer/ vendor for all the materials, Equipment used in execution of the Works shall be submitted in Original copy to the Bank by the Contractor after the completion of the subject Item of works and/or before certification of Running Account Bill for payment by the Bank.

#### **45. Relationship between Contractor and the Bank.**

There shall be to principal agent relationship between the Bank and the contractor. At no point contractor shall represent itself as the agent of the Bank. The contractor shall work as an "independent contractor".

#### **46. INSPECTION OF SITE:**

The contractor shall visit site and take a complete site technical feasibility study till the commissioning. It may include increase of materials as per BOQ. Prior to start of the work the contractor shall inspect the site its surroundings, and the means of access there to and to have generally obtained his own information on all matters and things which can in any way influence his tender. The contractor shall also make himself familiar with the working conditions, accessibility to site of works, availability of labour, equipment, materials (sand,

cement, bonding agent for pedestals) and such others relevant conditions which may affect the execution and completion of the work. No claims for extra works will be allowed.

**47.Pre-Despatch inspection:** The successful bidder shall provide a copy of the type test certificates/reports with the techno- commercial bid. Pre-dispatch factory inspection (Factory Acceptance Test) shall be arranged by the successful bidder to two representatives of Bank at the cost of successful bidder. The cost of air travel & lodging shall be borne by the vendor. Readiness for inspection shall be intimated in advance to enable Bank's representative to witness the tests. Routine test certificates/reports for the equipment shall be submitted. Bought out equipment shall be provided with manufacturer's test certificates.

**48. Watchmen:**

The **Contractor** shall make his own security arrangements to guard the Site and premises at all times, at his own expense. The security arrangements shall be adequate to maintain strict control on the movement of equipment, material and labour. The **Contractor** shall extend the security arrangements to guard the material stored and/or fixed on the premises by the Sub-Contractors.

**49. Payment terms:** The payments shall be made as per the following terms and conditions:

- i. 30% of the ordered value after the supply of the complete system at site and duly certified by the concerned officer of the Bank & MSEDCL as per the technical specification and terms and conditions specified in the contract.
- ii. 50% of the ordered value after installation and commissioning of the system, along with the summary of Joint Commissioning & handing over certificate, indicating bill of material and successful commissioning duly countersigned by the designated Bank & MSEDCL officer
- iii. 15% of the order value shall be released on completion of whole project to the satisfactory level of MSEDCL along with handing over to the MSEDCL.
- iv. 5% of the order value for Defect Liability Period of 1 years from date of Commissioning. The security deposit may be converted to Bank guarantee.

## **50. Brief Scope of Work : “SUPPLY, INSTALLATION, ERECTION, TESTING AND COMMISSIONING OF 11KV RMU & CABLES AT BANK OF MAHARASHTRA PUNE”**

- i. Supply, installation, erection, testing & commissioning of 11KV RMU within Lokmangal Premises & Shifting of old RMU to MSEDCL store.
- ii. Supply, installation, Erection, testing & commissioning of 11KV RMU & 11KV cables.
- iii. The procurement of RMU & cable shall be as per the present Site conditions & compatible to the 11KV network of MSEDCL.
- iv. Liason with MSEDCL for work execution , necessary approval and any documentation etc.
- v. System Handover to MSEDCL.

## **51. Land haring Clause :**

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent Authority.

“Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

“Bidder from a country which shares a land border with India” for the purpose of this Order means: -

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who. Whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
  - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
  6. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

## **SECTION –VII**

### **ADDITIONAL IMPORTANT TERMS & CONDITIONS OF THE TENDER**

#### **1. CONTRACTOR TO VISIT SITE:**

Each tenderer must before submitting his tender, visit the site of works so as to ascertain the physical site conditions and prices, availability and quality of materials according to specifications before submitting the quotations. No extra regarding non-availability of materials or charges in the price will be entertained or extra allowed on that account.

#### **2. AUTHORITIES, NOTICES, PATENT RIGHTS AND ROYALTIES:**

The contractor shall confirm to the provisions of the statutes relating to the works, and so to the regulation and bylaws of any local authority, and of any water, lighting and other companies or authorities with whose systems the structures are proposed to be connected and shall before making any variation from the drawings or specifications, that may be necessitated by so conforming given to the Bank's written notice, specifying the variations proposed to be made and the reason for making it apply for instruction thereon. In case, the contractor shall not within the 10 days receive such instruction, he shall proceed with the work conforming with the provisions, regulations or bylaws in questions.

The contractor shall bring to the attention of the Bank all notices required by the said acts, regulations or bylaws to be given to any authority, and pay to such authority or to any public officer all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Bank.

The contractor shall identify the employer against all claims in respect of patent rights, designs, trademarks or name or the protected rights in respect of any constructional plant, machine, work or material used for or in connection with the works or temporary works and from and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto. The contractor shall defend all actions arising from such claims, unless he has informed the Bank, before any such infringement and received their permission to proceed and shall himself pay all royalties, license fees, damages, coat and charges of all and every sort that may be legally incurred in respect thereof.

#### **3. QUANTITY OF WORK TO BE EXECUTED:**

The quantities shown in the schedule of the quantities are intend to cover the entire remaining work for completion of the structure indicated in the drawings but the employer reserves the right to execute any excess thereof without assigning any reason therefore.



#### **4. STATUTORY APPROVALS FOR WORKS:**

All statutory approvals/permissions related to installation of the RMU & 11KV cable and carrying out its operation as may be required under applicable law, rules shall be obtained by the Bidder. Inspection and acceptance of the work as above shall not absolve the Contractor of any of their responsibility under this contract. So long as commissioning of the project is not delayed and operation and maintenance is not hampered due to delay in statutory approvals, no Price reduction shall be affected.

#### **5. NOTICES AND STATUTORY REGULATIONS:**

The contractor shall give all notices and pay all fees and shall comply all acts and regulations for the successful completion of the contract works. The whole of the work including sanitation and electrical is to be complied with as per the requirements and bylaws of the relevant statutory authorities including contract labor (regulation and abolition) act 1970.

#### **6. SCHEDULE OF QUANTITIES & SUFFICIENCY OF SCHEDULE OF QUANTITIES:**

The schedule of quantities unless otherwise stated shall be deemed to have been prepared in accordance with the standard procedure of the Bank shall be considered to be approximate and no liability shall attach to the Bank for any error may be discovered therein. The employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore. The contractor shall be deemed to have satisfied himself before tendering to the correctness and sufficiency of his tender for the works and of the prices stated in the schedule of quantities and /or the schedule of rates and prices, which rates and prices shall cover all things necessary for the completion of the works.

#### **7. OTHER PERSONS ENGAGED BY THE EMPLOYER:**

The Bank reserves the right to use the premises and may portions of the site for the execution of any work not included in the contract which he may desires to have carried out by other persons, and the contractors is to allow all reasonable facilities for the execution such work, but is not required to provide any plant or materials for the execution of such work, except by special arrangement with the employer. (Such work shall be carried out in such a manner as not to impede the progress of the works included in the contract, and the contractor shall not be responsible for any damage or delay which may happen to or be occasioned by such work)

#### **8 . TIME OF COMPLETION, EXTENSION OF TIME AND PROGRESS CHART:**

The contractor shall be allowed admittance to the site on the 'date of commencement' stated in the appendix, and he shall thereupon and forthwith begin the works and shall regularly proceed with the complete the same. On or





before the 'day of completion' stated in the appendix subject nevertheless the provision for extension of time hereinafter contained. If in the opinion of the Bank the works be delayed:

- i) By force major or
- ii) By reason of any exceptionally inclement weather or
- iii) By reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners of public authorities arising, than through the contractor's won default or
- iv) By the works or delays of the contractors tradesmen engaged or nominated by the employer and not referred in the schedule of quantities and / or specifications or
- v) By reason of civil, commotion, local combination of workmen or strike or lock-out effecting any of the buildings traders or
- vi) By reason of the Bank instructions, or
- vii) In case of such strike or lock-out, the contractor shall as soon as possible, give written notice, but the contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all they may reasonably be required, to the satisfaction of the Bank.
- viii) The contractor on starting the works shall furnish to the Bank a PERT/ CPM programme for carrying out the work stage in the stipulated time and follow strictly the approved time schedule incorporating charges if any, to ensure the completion of construction work in stipulated time. A graph or chart on individual work shall be maintained showing the proportionate progress of work week by week a weekly progress report stating the number of skilled and un skilled laborers employed on the work, working hours done, quality of cement used, place, type, and quantity of work done during the period.
- ix) The contractor must inform the Bank within 10 days in advance of all drawings and details required by him from time to time. The contractor shall adhere to the approved program and arrange for the materials and labour etc accordingly.
- x) Despite repeated instructions, of the contractor fails to show proportionate progress of the work, the Bank may take suitable action and deemed fit without prejudice to any terms and conditions of the contract.

## **9. PROTECTIVE MEASURES:**

The contractor from the time of being placed in possession of the site must make suitable arrangements for watching, lighting and protecting the work, the site and surrounding property by day, by night, on Sundays and other holidays. Contractor shall indemnify the employer against any possible damage to the building, roads, or member of the public in course of execution of the work.



The contractor shall provide necessary temporary enclosures, gates, entrances etc for the protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the works and making good all works disturbed.

#### **10. STORAGE OF MATERIALS:**

The contractor shall provide and maintain proper sheds for the proper storage and adequate protection of materials and other work that may be executed on the site including the tools and materials of sub-contractors and remove same on completion. Sheds for storage are to have pucca floor raised above the ground.

#### **11. CLEARING SITE AND SETTING OUT WORK:**

The contractor shall clear the site of works as per the Bank. The site of works shall be cleared of all men, materials, sheds, huts etc belonging to the contractor. The site shall be delivered in a clean neat condition as required by Bank within a period of one week after job is completed. In case of failure by the contractor, the Bank will have the right to get the site cleared to his satisfaction at the risk and cost of the contractor.

#### **12. CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSIVE MATERIALS:**

All soil, filth or other matter of an offensive nature taken out of any trench, sewer, drain cesspool or other place shall not be deposited on the surface, but shall be at once carried out away by the contractor to some pits or place provided by him and shall be disposed off as per the rules and regulations of the local authorities concerned. The contractor shall keep the foundations and works free from water and shall provide and maintain at his own expenses electrically or other power driven pumps and other plant to the satisfaction of Bank for the purpose, until the building is handover to the employer. The accumulated to the satisfaction of the employer and the local authority and no claims will be entertained afterwards if he does not include in his rates for the purpose.

#### **13. ACCESS TO WORKS:**

The Bank, the employer and any person authorized by them shall at all reasonable times have free access to the works and to the workshops factories or other places where materials are being prepared or constructed for the contract and also to any place where the materials are lying or from which they are being obtained. The contractor shall give every facility to the Bank and their representatives if inspection and examination and test of the materials and workmanship. No person unless authorized by the Bank, except the



representatives of public authorities shall be allowed on the works at any time. If any work is to be done at a place other than the site of works, the contractor shall obtain the written permission of the Bank for doing so.

#### **14. REMOVAL OF IMPROPER WORK AND MATERIALS:**

The BANK shall, during the progress of the works, have power to order in writing from time to time the removal from the works, within such reasonable time as may be specified in order to, of any materials which in the opinion of the BANK are not in accordance with the specification or the instructions of BANK, and the substitution of proper materials and the removal and proper re- execution of any work, which has been executed with materials or workmanship, not in accordance with the drawings and specifications or instructions, and the contractor shall forthwith carry out such orders at his own cost. In case, of default on the part on the contractor to carry out such orders, the employer shall have to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the contractor, and shall recoverable from on behalf of the employer or may deducted by the BANK from any money due or may become due to the contractor.

In view of correcting work not done in accordance with the contract, the BANK may allow such work to remain and in that case may make allowance for the difference in value together with such further allowance for damage to the employer, as in his opinion may be reasonable.

#### **15. DISMISSAL OF WORKMEN:**

The contractor shall on the request by the Bank immediately dismiss from the works any person employed there who may, in the opinion of the, be unsuitable or incompetent or who may misconduct himself and such person shall not again be employed or allowed on the works without the permission of the Bank.

#### **16. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC:**

The contractor shall be responsible for all injury to persons, animals or things and for all structural and decorative damage to property which may arise from operation or neglect of himself or any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage any arise from carelessness, accident or any other cause whatever in any way connected with the carrying out of this contract. This clause shall be held to include, interalia, any damage to buildings, whether immediately adjacent or otherwise, any damage to roads, streets, footpaths, bridges, or ways otherwise any damage caused to the buildings and works forming the subject of this contract, by frost



or other inclement weather. The contractor shall indemnify the employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under the acts of governments or otherwise, and also in respect of any award of compensation or damages consequent upon such claim.

The contractor shall reinstate all damages of every sort mentioned in this clause, so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

The contractor shall indemnify the employer against all claims which may be made against the employer, by any member of the public or other party, in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own cost, effect and maintain until the end of defects liability period of the contract with an approved office, a policy of insurance in the joint names of the employer and the contractor against such risks and deposit such policy or policies with the employer on the signing of the contract. The contractor shall also indemnify the employer against all claims which may be made upon the employer whether under the workmen's compensation act or any other statute if force during the currency of this contract or at common law in respect of any employee of the contractor or of any sub-contract and shall at his own expense effect and maintain until the end of defects liability period of the contract, with an approved office a policy of insurance in the joint names of the employer and the contractor against such risks and deposit such policy or policies with the employer from time to time, during the currency of the contract. In default of the contractor insuring as provided above. The contractor shall be responsible for anything which may be excluded from the insurance policies above referred to and also for all other damages to any property arising out of and incidental to the negligent or defective carrying out of this contract however, such damage shall be caused.

The contractor shall also indemnify the employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of or compensation of damages arising there from.

The Bank shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs charges and expenses arising or occurring from or in respect of such claims of damages from any sums due or to become due to the contractor.

#### **17. ACCOUNTS RECEIPTS AND VOUCHERS:**

The contractor shall upon from the request of the Bank furnish them with all the invoices, accounts receipts and other vouchers that they may require in

connection with the works under this contract. If the contractor shall use materials less than that he is required under this contract, the value of the difference in the quantity of the materials he was required to use and that he actually used shall be deducted from his dues. The decision of the Bank shall be final and binding on the contractor as to the amount of materials the contractor is required to use for any work under this contract.

#### **18. MATERIAL ADVANCE:**

No material advance would be paid for any of the items.

#### **19. VARIATIONS / DEVIATIONS:**

The contractor shall when directed in writing by the Bank, omit from or vary works shown upon the drawings or described in the specifications or included in the priced schedule of quantities, but the contractor shall not make any alterations or additions to or omissions from the works or any deviations from the provisions of the contract without such authorizations or directions in writing from the Bank. No claim for extra shall be allowed unless it shall have been executed by the authority of the Bank as herein mentioned. Any such extra is hereinafter referred to as on authorize extra. No variations i.e. Additions, omissions or substitutions shall vitiate the contract. The prices of all such additional items will be worked out on the basis of rates quoted for similar items in the contract wherever existing or on engineering rate analysis based on prevalent fair price of labour, material and other components as required.

#### **20. SUBSTITUTIONS:**

Should the contractor desired to workmanship, he / they must obtain the approval of the Bank in writing for any such substitutions well in advance. Materials designated in this specification indefinitely by such term as 'equal' or 'other approved' etc specific approval of the Bank been obtained in writing.

#### **21. ESCALATION:**

No escalation in any of the individual item rates / total contract value is permitted against delay of any sort. The Deputy General Manager, Corporate Services Department, Bank Of Maharashtra, 1501, Lokmangal, Shivaji Nagar, Pune shall be the final authority for deciding the merits on the case of delays for the award of the escalations claim if to be considered in case if justified as no fault of the contractor.

#### **22. IDLE LABOUR:**

Whatever the reasons may be, no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances.



### **23. SUSPENSION OF WORKS:**

If the contractor, except on account of any legal restraint upon the employer preventing the continuance of the works, or on account of any of the causes mentioned in the clause 'extension of time' or in the case or certificate being withheld of not paid when due, shall suspend works or in the opinion of the Bank, shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default in the respects mentioned in **clause 14** ( removal of improper work and materials), the Bank shall have the power to give notice in writing to the contractor requiring that the works be provided within a reasonable manner, and with reasonable dispatch, such notice shall not be unreasonably given and must signify that it purports to be a notice under the provisions of this clause and must specify the acts or defaults on the part of the contractor upon which it is based. After such notice shall have given, the contractor shall not be liberty to remove from the site of works, or from any ground contiguous thereto, any plant or materials belonging to the him which shall have been placed thereon for the purpose of work, and the employer shall have lien upon such plants and materials to subsists from date of such notice being given until the notice shall not under complied with. Provided always that such lie shall not under any circumstance subsist after the expiration of 30 (thirty) days from the date of such notice given, unless the employer shall have entered upon and taken possession of the works and site as hereinafter provided.

If the contractor shall fail for seven days after such notice has given, to proceed with the works as therein prescribed, the employer may enter upon and take possession of the works and site, and of all such plants and materials thereon intended to be used for the works, and the employer shall retain and held a lien upon all such plants and materials until the work shall have been completed under powers hereinafter conferred upon him.

If the employer shall exercise the above power, he may engage any other person to complete the works and exclude the contractor, his agents and servants from entry upon or access to the same, except that the contractor or any person appointed in writing may have access at all times during the progress of the works to inspect, survey and measure the works. Such written appointments or a copy thereof shall be delivered to the Bank before the person appointed comes on to the works and the employer shall take such steps as in the opinion of the Bank may reasonably necessary for completing the works, without undue delay or expenses using for that purpose the plant and materials above mention in so far as they are suitable and adopted to such use. Upon the completion of the works, the Bank shall certify the amount of the expenses properly incurred consequent on and incidental to the default of the contractor as aforesaid and in completing the works by other persons.



Should the amount to certified as the expenses properly incurred be less than amount which should have been due to the contractor upon the completion of the works by him, the difference shall be paid to the contractor by the employer, should the amount of the former exceed the latter, the difference shall be paid by the contractor to the employer. The employer shall not be liable to make any further payments or compensations to the contractor for or on account of the proper use of the plant for the completion of the works under the provision herein before mentioned other than such payments as is included in the contract.

After the works shall have been completed by persons other than the contractor under provisions hereinbefore contained, the Bank shall give notice to the contractor to remove his plant and all surplus materials as may not have been used in the completion of the works from the site, if such plant and materials are not removed within a period of 14 days after the notice shall have been given the employer may remove and sell the same, holding the proceeds less the cost of the removal and sale, to the credit of the contractor. The employer shall not be responsible for any loss sustained by the contractor from the sale of the plant in the event of the contractor not removing it after notice.

#### **24. INDEBTEDNESS AND LIENS:**

The contractor agrees to furnish the employer from time to time during the progress of the work as requested, verified statement showing the contractor's total outstanding indebtedness in connection with the work covered by the contract. Before final payment is make, the employer with satisfactory proof that there are no outstanding debts or liens in connections of the contract. If during the progress of the work, the contractor shall allow any indebtedness to accrue to sub-contractor or other and shall fail to pay discharge same with five (5) days after demand, then the employer may withhold any money due to the contractor until such indebtedness is paid, or apply the same towards the discharge thereof.

#### **25. TERMINATION OF CONTRACT:**

If the contractor being an individual or a firm, commit any act of insolvency, or shall be adjudged an insolvent or being on incorporated company shall have an order for compulsory winding up made against it or pass on effective resolution for winding up voluntary or subject to the supervision of the court and if the official. Assignee of the liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Bank that he is able to carry out and fulfill the contract, and to give security thereof,.

OR if the contractor (whether an individual, firm or incorporated co.) Shall suffer execution to be issued.



OR shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor.

OR shall assign or subject this contract without the consent in writing of the Bank first obtained.

OR shall charge or encumber this contract or any payments due or which may be due to the contract there under.

OR the Bank shall certify in writing to the employer that the contractor

A.) Has abandoned the contract, or B.) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the Bank written notice to protect, or C.) Has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or D.) Has failed to remove materials from the site or to pull down and replace work for 7 days after written notice shall have been given to the contractor requiring the contractor to observe or perform the same, or E.) Has neglected persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for 7 days after written notice shall have been requiring him to observe and perform the same, or F.) Has to the detriment of good workmanship or in defiance of the Bank's instructions to the contrary sublet any part of the contract.

Then and In Any Of The Said Cases The Bank May Not Withstanding Any Previous Waiver, After Giving 7 Days' Notice In Writing To The Contractor, Determine The Contract, But Without Hereby Affecting The Powers Of Bank To Continue In Force As Full As If The Contract Had Been So Determined And As If The Works Subsequently Executed Have Been Executed By Or On Behalf Of The Contractor.

And further, the Bank, by his agents, or servants may enter upon take possession of the works and all plants, tools, scaffoldings, sheds, machinery, steam and other power utensils and materials laying up on the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or other person to complete the works and the contractors or the persons to complete the works and the contractor shall not in any way interrupt or do not act, matter or thin to prevent or hinder such other contractor or other persons or person employed for completing and finishing or using the materials and plant for the works. When the works shall be completed of as soon thereafter as convenient, the BANK shall give a notice in writing to the contractor to remove his surplus materials



and plant, and should the contractor fail to do so, within a period of 14 days after receipt thereof by him, the employer shall sell the same by publication and shall give credit to the contractor for the amount realized. The Bank shall thereafter ascertain and certify in writing under his hand when (if thing) when shall be due of payable to or by the employer for the value of the said plant and materials so taken a possession of by the expense or loss which the employer shall been owing to the contractor and the amount which shall be so certified shall thereupon the paid by the employer to the contractor or by the employer as the case may be.

## **26. PROCUREMENT OF MATERIALS:**

Contractor shall procure all the materials for the work from the open market. Time is the essence of the contract. Acceptance of the completion date by the contractor shall mean that he has taken into consideration the availability of all material of approved make and quality in sufficient quantities at site to enable him to complete the entire work in the stipulated period.

Contractor will get sample of all materials approved by the employer before placing order / purchase / procurement. They shall conform to I.S Codes and or tender specification as applicable.

For all materials the contractor shall quote for the best quality of the materials of best make / source or supply and it will be got approved by BANK before procurement.

In case sufficient quantities of approved quality materials from approved source are not available in time, contractor may have to procure the same for neighboring area with longer leads as required and directed at no extra cost. The material will be, however as per relevant I.S code as and wherever applicable.

## **27. FAILURE BY CONTRACTOR COMPLY WITH BANK INSTRUCTIONS:**

If the contractor after receipt of written notice from the Bank requiring compliance with such further drawings and instruction, fails within seven days to comply with the same, the Bank may employ and pay other persons to execute any such work whatsoever as may be necessary to give effect thereto and all cost incurred in connection there with shall be recoverable from the contractors by the Bank as a debit or may be deducted by him from any money due or which become due to the contractors.

## **28. DELAYED PAYMENTS:**

Any amounts payable by the Bank to the contractor, if not paid within the 'period of honoring of certificate' no interest will be paid by the Bank.

### **29. INCOME-TAX ,WORKS CONTRACT TAX & GST:**

Income tax, works contract tax and GST shall be deducted at source by the client from the contractor' interim and final bill payments as per statutory regulations.

### **30. ACTION WHERE THERE IS NO SPECIFICATION:**

In case of any class of work for which is there is no specification mentioned, the same will be carried out in accordance with the Indian standards specifications subject to the approval of the Bank.

### **31. TYPOGRAPHICAL CLERICAL ERRORS**

The Bank clarification regarding partially omitted particulars of typographical or clericals errors shall be final and binding on the contractors.

### **32. GENERAL PRICE VARIATION ADJUSTMENT CLAUSE (PVA CLAUSES FOR ALL MATERIALS**

There shall be no price variations of any sort during the course of execution of the works on site. The rates quoted by the contractor shall remain firm right throughout the duration of the contract.

### **33. INCOME TAX**

Income tax shall be deducted from the contractor's bills as per the rules and regulations in force in accordance with income tax act prevailing from time to time. Quoted rates shall be deemed to include this.

### **34. EXCISE DUTY ON WORKS CONTRACT, SALES TAX ON WORKS CONTRACT, SERVICE TAX & VALUE ADDED TAX:**

ED on works contract: Excise duty on works contract, if applicable, shall be included by the contractor in their quoted rates and no variation on this account will be entertained by the owner.

### **VAT, GST & SERVICE TAX:**

The quoted rates shall be inclusive of vat, gst & service tax & no extra claim on account of fluctuations in these taxes shall be entertained.

Other taxes: The quoted rates shall be deemed to be inclusive of all applicable taxes, lbt, octroi, levies, sales tax on works contract etc at the present rate of taxation & no extra claim on account of fluctuations in these taxes shall be entertained.

### **35. REGISTRATION UNDER STATE GOVERNMENT VALUE ADDED TAX ACT / SERVICE TAX / GST**

Attested copy of certificate of registration under state government value added tax act in the proforma prescribed by the state govt & also service tax & gst under central excise, government of india and should accompany the bid. The registration under value added tax act, gst & service tax act should be in the name of the firm quoting for the work. In the absence of the above registration, tenderer may not be awarded the work tendered for, in the light of state govt / central govt. Directive/instruction.

### **36. EXISTING SERVICES/STRUCTURES**

Structures, drains, pipes, cables, overhead wires and similar services encountered in the course of the works shall be guarded from injury by the contractor at his own cost, so that they may continue in full and uninterrupted use to the satisfaction of the owner.

Should any damage be done by the contractor to any structures, mains, pipes, cables or lines (whether above or below ground etc), whether or not shown on the drawings, the contractor must make good or bear the cost of making good the same without delay to the satisfaction of the engineer-in-charge.

### **37. ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK**

The work during its progress (or) during the defect liability period can also be inspected by the Chief Technical Examiner (or) his authorized representatives of the Central Vigilance Commission and any defects pointed out by him shall be attended by the contractor and to be rectified on priority.

### **38. FIRST AID**

The bidder shall provide necessary first aid facilities to their personnel. Depending on the availability at that time of need, Bank of Maharashtra may provide these facilities entirely at its discretion. The cost of such assistance as worked out by Bank of Maharashtra shall be recovered from the bidder's running bill.

### **39. ABNORMAL RATES**

The contractor is expected to quote rate for each items after careful analysis of costs involved for the performance of the complete item consisting all specifications and conditions of the contract. If it is noticed that the rates quoted by the tenderer for any items are unusually high (or) unusually low it will be sufficient cause for rejection of the tender unless the Bank is convinced about the reasonableness of the rate on scrutiny of the analysis for such rate to be furnished by the tenderer on demand. Notwithstanding anything there in stand, the rate once accepted by the owner shall be final and shall not be



subject to any claim either on account of un- workability of rates or on any other ground whatsoever.

**40. REVIEW MEETINGS AFTER AWARD OF WORK:**

The contractor shall present the programme and status at various review meetings as required.

**41. WEEKLY REVIEW MEETING:**

level of participation: contractor's site in charge and job engineers. agenda: 1. Weekly programme v/s actual achieved in the past week and programme for next week. 2. Remedial actions and hold up analysis. 3. Client query/approval 4. Safety compliance

**42. MONTHLY REVIEW MEETING:**

level of participation: senior officers of Bank and contractors. agenda: 1. Progress status / statistics 2. Completion outlook. 3. Major hold ups / slippages 4. Assistance required 5. Critical issues 6. Client query / approval 7. Safety compliance

## **SECTION VIII**

### **TECHNICAL SPECIFICATIONS OF EQUIPMENTS**

1. Successful Bidder shall strictly comply to the Technical Specifications equipments/materials as per of MSEDCL.
2. Bidders shall submit the Guaranteed Technical Particular(GTP) as per the approved format of MSEDCL before procurement of equipments/materials.
3. The Technical Specifications(GTP) are attached in tender for reference.
  - i. 11 KV Ring Main Unit (Refer Specification No. T&QC: MSC-I/ 11 kV, 630 Amps, Extensible / Non extensible type, Outdoor / Indoor, SCADA Compatible Motorized Ring Main Unit with 200Amps Vacuum Circuit Breaker /2019/12)
  - ii. 11 KV XLPE Cable (Refer SPECIFICATION NO. CE/T & QC/MS-C-1/11/22/33 KV XLPE POWER CABLE/2019, DATE: 15.06.2019 updated dtd. 08.03.2021)
  - iii. 11 KV Cable Jointing & End termination (Refer Specification No. CE/MMC/MS-C-1/SP/HT/LT CABLE ACCESSORIES/ 2013 Date: 05.09.2013)

### **DETAILED SCOPE OF WORK**

1. Work Description : "SUPPLY, INSTALLATION, ERECTION, TESTING AND COMMISSIONING OF 11KV RMU & CABLES AT BANK OF MAHARASHTRA PUNE"
2. Liaisoning from MSEDCL during project execution & handover of complete system after commissioning as per the specifications and standards of MSEDCL are in the scope of Bidder.
3. Supply & installation of spare items during the warranty period of two years.
4. **Installation of 11KV RMU:**
  - i. The installation of 11KV RMU shall be strictly as the guidelines of Original Equipment Manufacturer & MSEDCL.
  - ii. The Erection, testing, pre commissioning test & post commissioning observation at full load for 48 hours of 11KV RMU Panels shall be

done in presence of concerned engineer from Original Equipment Manufacturer.

- iii. Concerned Engineer shall be present during charging of equipment & handover to MSEDCL.

#### **5. 11KV Cable Laying/Cable tray installation/Cable Testing & Commissioning**

- i. The vendor shall lay the 11KV cables from old location to new location in 450mm wide ladder cable tray taking support from the compound walls & ground.
- ii. The ladder cable trays with Tray cover shall be manufactured from good commercial, high grade strength sheet steel having minimum thickness of 1.6mm for Tray and 1mm for Tray Cover. The perforated cable trays shall be hot dip galvanized according to IS-2629, BS729-1971 or equivalent standard suitable for indoor/outdoor use having moderate humidity and air pollution.
- iii. The cable trays shall be galvanized as per standard thickness of coating.
- iv. The cable shall be laid strictly as per IS 1255 :1983.
- v. Hi Pot testing of all cables shall be conducted as per IS 10810 (1984) before charging.

#### **6. Earthing :**

- i. The earthing of new substation, cable trays shall be as per IS 3043(1987).
- ii. Bidder shall install minimum 3 earth pits & connect to earth grid of Lokmangal building to ensure proper earthing.

#### **7. DOCUMENTATION TO ACCOMPANY FOR HANDING OVER THE PROJECT**

- i. One set of operation manuals complete with drawing, parts list (with part codes) circuit diagrams with list ratings of components and list of do's and don'ts for the main equipment as well as the sub-systems should be submitted to Bank
- ii. One set of maintenance manuals with full information on drawings, circuit diagrams, list and suppliers addresses for bought out parts, troubleshooting charts, programs of built in controllers etc. for the main equipments as well as for the sub-system.
- iii. These manuals should be in the form of hard (printed) copy in English Language as well as in electronic storage form (disc pen drive etc.)
- iv. The Installer shall supply the following documentation also: Name, address, mobile number and email address of the service centre to be

contacted in case of failure or complaint. Guarantee & Warranty cards of the components supplied with seal and signature of the manufacturer.

## **8. TEST CERTIFICATES AND REPORTS TO BE FURNISHED**

- a. Type Test Certificates shall be provided for the 11 KV RMU & 11KV Cables to provide evidence of compliance with standards as specified in relevant articles of this Technical Specification. The test certificate and the parameter of its shall be as per MSEDCL norms and same shall be accepted by MSEDCL.
- b. Bank reserves the right to ask for additional test certificates or (random) tests to establish compliance with the specified standards if MSEDCL ask for the same. All expenditure related to such test shall be borne by contractor.

## **9. Installation:**

- i. Installation shall be carried out by qualified workmen in presence of OEM & vendor Engineers who have adequate experience in the installation of the 11KV RMU & 11KV Cables.
- ii. The Tenderer is responsible for arranging all accessories and measuring instruments required for smooth commissioning of the power plants.
- iii. Site acceptance testing and commissioning report shall be prepared and signed by all participating agencies.
- iv. The structures shall be designed for simple mechanical on-site installation. There shall be no requirement of heavy welding or complex machinery at the installation site.
- v. Access for panel cleaning and maintenance should be provided. The prospective Installer shall specify installation details of the 11KV RMU and the support structures with lay-out drawings, other technical details and array connection diagrams.
- vi. The work shall be carried out as per the design and instruction of MSEDCL in coordination with Bank.

## **10.TOOLS, TACKLES AND SPARES**

- i. The Installer shall keep ready stock of tools, tackles and essential spares that will be needed for the day-to-day maintenance of the 11KV RMU & 11KV cables. This shall include but not be limited to, the following:
- ii. Screw driver suitable for the junction boxes and combiner boxes.
- iii. Screw driver and / or Allen key suitable for the connectors, power distribution blocks, Circuit breaker terminals and surge arrestor terminals.





### **11. Faulty/Sub-standard RMU & other materials:**

In any stage of installation, commissioning of RMU system, if MSEDCL informs about faulty/Sub-standard quality of material used and not as per MSEDCL specification and standard then no payment will be made to the contractor for such sub-standard quality of material. Contractor has to rectify/replace such material immediately to the satisfactory level of MSEDCL. If aforesaid issues are arised during defect liability period, then contractor has to rectify the same within 24 hours. If contractor doennot rectify the Bank will forfeit retention money and further necessary action will be taken against the contractor.



## SECTION-IX

### INTEGRITY PACT

General: This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of month of \_\_\_\_\_ 2021, between on one hand, Bank of Maharashtra through authorized official Shri. \_\_\_\_\_, Deputy General Manager, Corporate Services Department, Bank of Maharashtra 1501, Shivajinagar, Pune (hereinafter called the "BANK", which expression shall mean and include unless the context otherwise required, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri. \_\_\_\_\_ Proprietor (herein called the "BIDDER" which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

WHEREAS the BANK proposes to carry out **"SUPPLY, INSTALLATION, ERECTION, TESTING AND COMMISSIONING OF 11KV RMU & CABLES AT BANK OF MAHARASHTRA PUNE"** (said work) and the BIDDER is willing to offer/has offered for the aforesaid work and

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

NOW, THEREFORE,

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

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

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

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

## Commitments of the BANK:

1.1. The BANK undertakes that no officials of the BANK, connected directly or indirectly with contract will demand, take a promise for or accept directly or through intermediaries any bribe, consideration gift reward favor or any material or immaterial benefit or any other advantage from the Bidders either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation contracting or implementation process related to the contract.

1.2. The BANK will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage that particular BIDDER in comparison to other BIDDERS.

1.3. All the officials of the BANK will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BANK with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BANK the proceedings under the contract would not be stalled.

## COMMITMENTS of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1. The BIDDER will not offer, directly or through intermediaries, any bribe gift consideration reward favor, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the BANK, connected directly or indirectly with bidding process, or to any person organization or third party related to the contract in exchange for any advantages in the bidding, evaluation contracting and implementation of the contract.



3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees brokerage or inducement to any officials of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with Government.

3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates. 3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, In connection with bid/contract.

3.5. The BIDDER further confirms and declares to the BANK that the BIDDER is the original manufacturer/integrator and not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession facilitation or recommendation.

3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payments he has made is committed to or intends to make to officials of the BANK or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7. The BIDDER will not collude with other parties interested in the contract impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.

3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.

3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the Bank as part of business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BANK, or alternatively, if any relative of an officer of the BANK has

financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956

3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BANK.

#### 4. Previous Transgression

4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

### 5. Earnest Money (Security Deposit) / Bid Securing Declaration:

5.1. While submitting commercial bid, the BIDDER shall submit duly filled Bid securing declaration form as per Annexure VIII of the tender and Tender fee of Rs 1,000/- with the BANK through any of the following instruments:

5.1.1. Bank Draft or Pay Order in Favor of **Bank of Maharashtra**

5.1.2. A Confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BANK on demand within three working days without any demure whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

5.2. The Bid securing declaration shall be valid up to a period of as mentioned in the tender clause or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BANK, including warranty period, whichever is later. Tender fee will be non-returnable once paid to the Bank.

5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond/performance security deposit for the said work that the provisions of Sanctions for Violation shall be applicable for forfeiture of performance Bond/performance security deposit in case of decision by the Bank to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4. No interest shall be payable by the Bank to the BIDDER in Earnest Money/Security Deposit for the period of its currency.

## 6. Sanctions for Violations:

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

6.1.1. To immediately call of the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

6.1.2. As per Bid securing declaration (in pre-contract stage) violation as above will lead to disqualification from bidding and /or Security Deposit / Performance Bond /performance security deposit (after the contract is signed) shall stand forfeited either fully or partially, as decided by the Bank and the Bank shall not be required to assigning any reason therefore.

6.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

6.1.4. To recover all sums already paid by the BANK, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Buyer in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.

6.1.5. To encash the advance Bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the Bank, along with interest.

6.1.6. To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Bank resulting from such cancellation/rescission and the BANK shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

6.1.7. To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BANK.

6.1.8. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

6.1.9. In cases where irrevocable letter of credit have been received in respect of any contract signed by the BANK with the BIDDER, the same shall not be opened

6.1.10. Forfeiture of Performance Bond in case of a decision by the BANK to forfeit the same without assigning any reason for imposing sanctions for violation of this Pact.

## 7. Fail Clause:

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

## 8. Independent Monitors:

1.1. The BANK has appointed Independent Monitors

1. Name : Arun Jha

Designation : Secretary to GOI(National Commission for Scheduled Castes)

Email id : [arunjha01@gmail.com](mailto:arunjha01@gmail.com)

2. Name : Umesh Vasant Dhatrak

Designation : Officer of Public Sector Unit (Rashtriya Chemicals & Fertilizers Unit)

E-Mail id : [uvdhatrak@gmail.com](mailto:uvdhatrak@gmail.com)

The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.

1.2. The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.

1.3. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

1.4. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BANK.

1.5. The BIDDER(s) accepts that the Monitors has the right to access without restriction to all Project documentation of the BANK including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his pocket documentation. The same is





applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontract(s) with confidentiality.

1.6. The BANK will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

1.7. The Monitor will submit a written report to the designated Authority of BANK in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BANK/BIDDER and, should the occasion arise, submit proposals for correction problematic situations. .

## **9. Facilitation of Investigation**

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

## **10. Law and Place of Jurisdiction**

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.

## **11. Other Legal Actions:**

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

## **12. NON Disclosure:**

It is hereby agreed that all the parties in this agreement hereby agree as follows: Contractor 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 contractor protects its own confidential and

proprietary information. Contractor shall restrict disclosure of the information solely to its employees, agents and sub-contractors 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. Contractor 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 contractor in any future tendering process of the Bank. Any information considered sensitive must be protected by the contractor from unauthorized disclosure or access.

### 13. Validity:

13.1. The validity of this Integrity Pact shall be from date of its signing and extend up to 2 years or the complete execution of the contract to the satisfaction of both the BANK and the BIDDER/Seller, including warranty period whichever is later, in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. Should one or several provisions of this pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BANK

BIDDER

Name of the Officer:

Proprietor

Designation:

(Office Seal)

Corporate Services Department

Bank of Maharashtra

(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness:

Witness

1 \_\_\_\_\_  
(Name & Address) : \_\_\_\_\_

: 1 \_\_\_\_\_  
(Name & Address) : \_\_\_\_\_

2 \_\_\_\_\_  
(Name & Address) : \_\_\_\_\_

2 \_\_\_\_\_  
(Name & Address) : \_\_\_\_\_



## 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. DD/Pay Order NO (as tender fees) : .....
2. Terms & conditions (each page and Annexure documents are signed & stamped with the seal)
3. 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:

Signature of Bidder Stamp

**Annexure-II**

**Certificate / Undertaking of Visiting site by Bidder**

**(On Bidder's letter Head)**

- 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 and terms and conditions of the tender.
- b) I undertake that I / we have visited the place/sites mentioned herein below, and noted & studied the site feasibilities for shifting and installation of 11KV RMU & 11KV cables.
- 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 works 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: Contractor shall visit the site with prior approval. The contact number for visit of site is 020-25614336/239

**Annexure -III**

**FORMAT OF UNDERTAKING, TO BE FURNISHED IN COMPANY LETTER HEAD WITH  
REGARD TO BLACKLISTING/NON-DEBARMENT, BY ORGANIZATION**

**UNDERTAKING REGARDING BLACKLISTING/ NON-DEBRMENT**

To,  
The Deputy General Manager,  
Corporate Services  
Head Office, Lokmangal  
Bank of Maharashtra  
Shivajinagar, Pune – 5

We here by confirm and declare that we, M/s----- is not blacklisted/De-registered/debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have executed/undertaken the works/services during the last 05 years. 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 and any necessary action that Bank's deemed to be may be taken against undersigned.

Thanking you,  
Yours faithfully,

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

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

## **BANK GUARANTEE- PAYMENT OF PERFORMANCE SECURITY DEPOSIT**

Bank Guarantee No.
Bank Guarantee Amount-
Date-
Claim Amount
Account

THIS GUARANTEE AGREEMENT executed at Pune on this ...day month of ....month of Two Thousand Twenty One.

**BY**

..... **Bank**, a body corporate constituted under Banking Corporation (Acquisition and Transfer of Undertakings) Act, 1980, having its Registered Office/ Head Office at .....and a Branch Office at the .....(hereinafter referred to as "**the Guarantor**", which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors and assigns)

**In favour of**

Bank of Maharashtra, a body corporate constituted under Banking Companies (Acquisition and transfer of Undertaking) Act, 1970 and having its Registered office at 1501, Lokmangal, Shivajinagar, Pune – 411005 (hereinafter referred to as "**BANK**" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

1.**WHEREAS** Bank of Maharashtra, Shivajinagar, Head Office, Pune and .... having their registered office at .....(hereinafter called "the contractor" which expression shall unless repugnant to the extent and meaning thereof includes its successor and assign) have entered into contract for work of and related tender Documents(Tender No.AX1/CSD/RMU Shifting/21-22 dated 11.06.2021), general terms and conditions of Contract, Letter of Intent (LOI) and Agreement (hereinafter collectively referred to as "the said documents", with .... and said CONTRACTOR has accepted the work more particularly described in the bill of quantities to the said documents (hereinafter collectively referred to as "**saidwork**"), subject to payment of the purchase price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained the said documents.

2.**AND WHEREAS** pursuant to the above arrangement, the BANK, has placed work



order dated 11.06.2021 for **“SUPPLY, INSTALLATION, ERECTION, TESTING AND COMMISSIONING OF 11KV RMU & CABLES AT BANK OF MAHARASHTRA PUNE”** (hereinafter referred to as **“The Work Order”**), with ....., subject to the terms and conditions contained in the said documents and the CONTRACTOR has duly confirmed the same.

3 **.AND WHEREAS** the said documents and the unconditional, unqualified and absolute acceptance by the CONTRACTOR are hereinafter collectively referred to as **“the Contract”**.

4 **.AND WHEREAS** the CONTRACTOR has returned the duplicate copy of the Work Order duly signed as token of its unconditional, unqualified and absolute acceptance, for the said work and has confirmed the performance/ execution of the said Contract and the said documents.

5 **.AND WHEREAS** in accordance with the terms and conditions of the Contract, the CONTRACTOR has agreed to procure an unconditional and irrevocable performance Bank guarantee, in favour of the BANK of Maharashtra, Head Office Pune from a Scheduled BANK (herein referred as **Guarantor**), for securing towards faithful observance and performance by the CONTRACTOR of the terms, conditions, covenants, stipulations, provisions of the said Contract.

6 **.AND WHEREAS** at the request of the CONTRACTOR, the Guarantor has agreed to guarantee the BANK, payment of **Rs. ..../- (Rupees ....)** towards faithful observance and performance by the CONTRACTOR of the terms of the Contract.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

In consideration of the above, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees to the BANK as follows:

1. The Guarantor hereby guarantees and undertakes to pay, on demand, to the BANK at its office at 1501, Lokmangal Shivajinagar Pune forthwith, an amount of **Rs. ..../-** or any part thereof, as the case may be, as aforesaid due to the BANK from the CONTRACTOR, towards any loss, costs, damages, etc. suffered by the BANK on account of default of the CONTRACTOR in the observance and performance of the terms, conditions, covenants, stipulations, provisions of the contract, without any demur, reservation, contest, recourse or protest or without any reference to the CONTRACTOR. Any such demand or claim made by the BANK, on the Guarantor shall be conclusive and binding notwithstanding any difference or any dispute



between the BANK and the CONTRACTOR or any dispute between the BANK and the CONTRACTOR pending before any Court, Tribunal, Arbitrator, or any other authority.

2. The Guarantor undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the BANK and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the BANK, in writing or until ../../2022 whichever is earlier.
3. The BANK shall be the sole judge to decide whether the CONTRACTOR has failed to perform the terms of the said Contract by the CONTRACTOR to the BANK and on account of the said failure what amount has become payable by the CONTRACTOR to the BANK under this Guarantee. The decision of the BANK in this behalf shall be conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the BANK to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.
4. To give effect to this Guarantee, the Guarantor shall be liable under this guarantee as if it were the principal debtor.
5. The liability of the Guarantor, under this Guarantee shall not be affected by
  - i. any change in the constitution or winding up of the CONTRACTOR or any absorption, merger or amalgamation of the CONTRACTOR with any other Company, Corporation or concern; or
  - ii. any change in the management of the CONTRACTOR or takeover of the management of the CONTRACTOR by the Government or by any other authority; or
  - iii. acquisition or nationalization of the CONTRACTOR and/or of any of its undertaking(s) pursuant to any law; or
  - iv. any change in the constitution of the BANK; or



- v. any change in the setup of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or
  - vi. the absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.
6. Notwithstanding anything contained hereinabove, the liability of the Guarantor hereunder shall not exceed **Rs. ..../(Rupees .....).**
7. For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of Pune city where the BANK has its Head Office shall alone have jurisdiction to the exclusion of all other courts.
8. Bank of Maharashtra shall be at liberty to vary, and alter or modify any of the terms and conditions of the Agreement/tender including without limitation to extend from time to time, the time for the performance of the Agreement/tender by the Contractor or to postpone from time to time any of the powers exercisable by BANK of Maharashtra against the Contractor, to forbear or to enforce any of the terms and conditions of the Agreement/tender, without in any manner affecting this Guarantee and without notice to or assent of the BANK provided that nothing contained hereinabove extends or enlarges the liability of the BANK under this guarantee.
9. The Guarantor waives any right requiring to BANK of Maharashtra proceed first against the Contractor or requiring BANK of Maharashtra to first enforce any other security or any other guarantee.
10. The Guarantor agrees and confirms that its obligation to make payment to BANK of Maharashtra on demand hereunder and discharge of such obligation shall not be delayed, exercised or avoided by reason of any act or omission on the part of BANK of Maharashtra the legal consequence of which may be the discharge of the BANK as guarantor.



11. The Guarantor declares and confirms that the BANK has taken all necessary corporate action to authorize the execution delivery and performance of this Guarantee in accordance with the terms hereof and that the BANK has full power to enter into and performance & discharge its obligations undertaken hereunder and this Guarantee constitutes legal, valid and binding obligation of the BANK, enforceable in accordance with its terms.
12. This guarantees shall be governed by and construed in all respects according to the laws of the India and shall be subject to the jurisdiction of the court in Pune.
13. All notices, demands or communications required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched and acknowledged as received as follows:
- IF to the BANK: .....  
The Branch Manager  
The Name of BANK and Address : .....
- IF to BANK of Maharashtra, Head office, Pune:  
BANK of Maharashtra, Lokmanagal,  
Head office, Shivajinagar, Pune - 411005.
- Any party hereto may change its address by a notice given to the other party hereto in the manner set forth above, all notices, demands and other communications shall be made in writing thru letter/ fax or courier/registered post.
14. Any forbearance or indulgence on the part of BANK of Maharashtra, Head office, Pune in the enforcement of the covenants, agreements, conditions and provisions express or implied on the part of the Contractor to be performed, observed or complied with by the Contractor under the Agreement /terms & conditions of tender shall in no way relieve the Guarantor of its liability under the Guarantee provided that nothing contained hereinabove extends or enlarges the liability of the Guarantor under this guarantee.
15. Terms and expression defined in the Agreement / tender and used herein shall have the meanings assigned to them therein save and except where the context otherwise require.



**Notwithstanding anything to the contrary contained herein:**

- i. The BANK's liability under this Bank Guarantee shall not exceed **Rs. .../- (Rupees .....).**
- ii. This BANK Guarantee shall be valid upto 01 years i.e. .././2022.
- iii. The Guarantor is liable to pay the Guaranteed amount or part thereof under this BANK Guarantee only and only if the beneficiary(BANK) serves upon the Guarantor a written claim or demand on or before .././2022 (Date of Expiry of Guarantee).
- iv. Every Guarantee shall be issued (regardless of the guarantee period) with a minimum claim period of one year from the date of expiry on top of the guarantee period so as to avail benefit of Exception 3 of the Section 28 of the Indian Contract Act, 1872.

This guarantee is non-assignable and non-transferable.

**IN WITNESS WHEREOF THE BANK HAS SET ITS HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN**

SIGNED AND DELIVERED BY  
the within named Guarantor,

\_\_\_\_\_

by the hand of Shri.\_\_\_\_\_,  
its authorized official.

- Note :-**
- a) The Name and Designation of the Authorized officer(s) of the BANK should be compulsorily mentioned.
  - b) A copy of the resolutions/power of attorneys authorizing the officer(s) for executing the aforesaid guarantee.

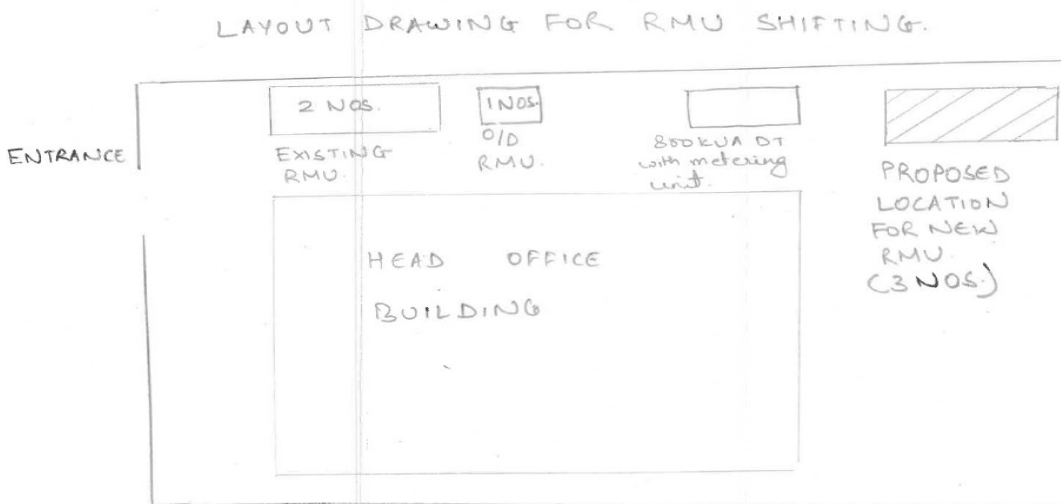


**ANNEXURE-VI**  
**LIST OF APPROVED MATERIAL AND MAKES OF ITEMS**

(THE MAKE LISTED BELOW SHOULD BE FIRST APPROVED BY THE BANK BEFORE USE IN CONSTRUCTION)

Item Description	Name of the Make
11 KV Ring Main Unit	Schneider/Siemens/ABB/ALSTOM/L&T/C&S
11 KV Cables	Polycab/KEI/RPG/havells/Torrent/Universal
Cable Tray	Sharada Cable Trays , Bravo Cables Trays, CSR Industries, BG Shirke
Chemical Earthing Kit	Ashlok,
11 KV Cable Jointing /End termination Kit	Raychem/3M/Ravin/Compaq

**ANNEXURE-VII**  
**LAYOUT DRAWING**



## Annexure VIII

### **FORMAT FOR BID SECURING DECLARATION FORM**

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

Tender No.

To,  
Deputy General Manager,  
Corporate Servicer Dept.  
Bank of Maharashtra,  
1501, Lokmangal,  
Shivajinagar, Pune

I/We. The undersigned, declare that: I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, in case

I/We have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid;

or

having been notified of the acceptance of our Bid by the purchaser during the period of bid validity

- (i) fail or refuse to execute the contract, if required, or
- (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

- (i) the receipt of your notification of the name of the successful Bidder; or
- (ii) thirty days after the expiration of the validity of my/our Bid.

Signed:

(insert signature of person whose name and capacity are shown)

in the capacity of  
(insert legal capacity of person signing the Bid Securing Declaration)

Name:  
(insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for and on behalf of (insert complete name of Bidder) Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate) (Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)